CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

RECOGNITION OF VISITORS

LETTER OF COMMENDATION

APPROVAL OF MINUTES

November 15, 2012 (Organizational)
November 15, 2012 (Regular)

DELEGATIONS

AMENDMENTS TO THE AGENDA

AMEND

#8 Leaves of Absence of Personnel
#9 Retirement and Resignations of Personnel
#10 Transfer/Intent to Transfer of Personnel
#11 Employment of Personnel
#12 Extra Work for Extended Periods

ADD

#13 Revision to the 2012-2013 Salary Schedule (changed to dissemination from approval)
#14 Owner/Architect Agreement for Roofing Baldwin County and Robertsdale High Schools
#15 Superintendent's Contract

ACTION AGENDA

RECOMMENDATIONS OF THE SUPERINTENDENT

ITEMS OF BUSINESS

1. **STATEMENTS FROM STONE GRANADE & CROSBY LAW FIRM:** The superintendent recommends adoption of a motion "to approve payment of the bills submitted by the Stone, Granade & Crosby Law Firm as stipulated in the agenda exhibit."

   Exhibit: pp 4-7

2. **BID AWARDS:** The superintendent recommends adoption of a motion "to approve the low bidder meeting specifications for the oven bid and reject all bids for janitorial supplies as stipulated in the agenda
3. APPROVAL OF CONTRACT - A TO Z TUTORING: The superintendent recommends adoption of a motion "to approve the contract with A to Z Tutoring, for supplemental educational services, to be paid with federal funds, as stipulated in the agenda exhibit."

Exhibit: pp 8-10

4. APPROVAL OF CONTRACT - SOUTH ALABAMA REGIONAL PLANNING COMMISSION: The superintendent recommends adoption of a motion "to approve the contract with South Alabama Regional Planning Commission, to be paid with federal funds, as stipulated in the agenda exhibit."

Exhibit: pp 11-11

5. STYX RIVER VOLUNTEER FIRE DEPARTMENT LEASE TERMINATION: The superintendent recommends adoption of a motion "to terminate the lease on a portion of the old Bell Fountain School property with the Styx River Volunteer Fire Department as stipulated in the agenda exhibit."

Exhibit: pp 13-16

6. LEASE WITH GATESWOOD VOLUNTEER FIRE DEPARTMENT: The superintendent recommends adoption of a motion "to enter into a lease at the old Bell Fountain School property with the Gateswood Volunteer Fire Department as stipulated in the agenda exhibit."

Exhibit: pp 17-32

7. FAIRCLOTH FIELD GROUND LEASE AGREEMENT: The superintendent recommends adoption of a motion "to enter into a ground lease for the Faircloth Field property, subject to an existing timber harvest easement, with Mr. Jeremy Gilley as stipulated in the agenda exhibit."

Exhibit: pp 33-37

8. LEAVES OF ABSENCE OF PERSONNEL: The superintendent recommends adoption of a motion "to approve the leaves of absence of personnel as amended and listed in the agenda exhibit."

Exhibit: pp 38-39

9. RETIREMENT AND RESIGNATIONS OF PERSONNEL: The superintendent recommends adoption of a motion "to approve the retirement and resignations of personnel as amended and listed in the agenda exhibit."

Exhibit: pp 40-41

10. TRANSFER/INTENT TO TRANSFER OF PERSONNEL: The superintendent recommends adoption of a motion "to approve the transfer/intent to transfer of personnel as amended and listed in the agenda exhibit."
11. **EMPLOYMENT OF PERSONNEL**: The superintendent recommends adoption of a motion "to approve the employment of personnel as amended and listed in the agenda exhibit."

Exhibit: pp 42-43

12. **EXTRA WORK FOR EXTENDED PERIODS**: The superintendent recommends adoption of a motion "to approve the extra work of personnel as amended and listed in the agenda exhibit."

Exhibit: pp 44-45

13. **REVISION TO THE 2012-2013 SALARY SCHEDULE**: The superintendent recommends adoption of a motion "to approve the dissemination of the revision to the 2012-2013 Salary Schedule as amended and stipulated in the agenda exhibit."

Exhibit: pp 46-47

14. **OWNER/ARCHITECT AGREEMENT FOR ROOFING AT BALDWIN COUNTY HIGH & ROBERTSDALE HIGH SCHOOLS**: The superintendent recommends adoption of a motion "to allow the superintendent to enter into the Owner/Architect Agreement with McKee & Associates as stipulated in the agenda exhibit."

Exhibit: pp 48-49

15. **SUPERINTENDENT'S CONTRACT**: It is recommended that the Board provide notice to Dr. Alan T. Lee that it intends to renew his contract with the Board, and further that the Board authorize and direct Norm Moore, as President of the Board, to negotiate the terms and conditions of the contract renewal.

Exhibit: pp (Item Only)

**INFORMATION AGENDA**

**SUPERINTENDENT AND STAFF REPORTS**

1. Financial Statements: Each board member was given a copy of the final October 12 and the preliminary November 12 financial statements. Bank reconciliations for the October 12 statements have been performed and reconciled to the accounting records.

Attachment: pp (Item Only)

**NEWS MEDIA QUESTIONS**
ACTION AGENDA  (_X_New/___ Unfinished Business)

ITEM: STATEMENTS FROM STONE, GRANADE & CROSBY LAW FIRM

Background Explanation:

Attached are statements from Stone, Granade & Crosby Law Firm totaling $25,404.74 for professional services performed in November 2012.

Recommendation:

It is recommended the board approve payment of these bills as submitted.

Date: ___________________________ Submitted by: ___________________________

The superintendent concurs in this recommendation and submits same for Board consideration for approval.

12/7/2012

Date

Superintendent
Baldwin County Board of Education  
2600-A North Hand Avenue  
Bay Minette, Alabama 36507

Billing Recap - November 2012
Special Education/Student Personnel Matters

11 209 -  
- Services $11,234.00 plus $221.81 expenses  
$11,455.81

12 296 -  
Services $56.00  
56.00

12 395 -  
- Services $70.00  
70.00

12 407 -  
- Services $98.00  
98.00

TOTAL AMOUNT DUE ............ $11,679.81
LESS COURTESY DISCOUNT ...... 600.00

TOTAL AMOUNT DUE ............ $11,079.81
Baldwin County Board of Education
2600-A North Hand Avenue
Bay Minette, Alabama 36507

Billing Recap - November 2012
Personnel Matters and Hearings and Appeals

10 399 - Deandra Powe - Services $114.00 $114.00
11 167 - Wanda Logan - Services $294.00 plus $.90 expenses 294.90
11 337 - Tim Amey - Services $5,729.00 plus $16.58 expenses 5,745.58
12 182 - Steve Baker - Services $154.00 plus $3.40 expenses 157.40
12 371 - Jeanne Fox - Services $886.75 plus $1.20 expenses 887.95
12 392 - Robin Peed - Services $56.00 56.00
12 408 - Natalie Foreman - Services $98.00 98.00
12 411 - Theresa Bryant - Services $42.00 42.00

TOTAL AMOUNT DUE ............ $7,395.83
LESS COURTESY DISCOUNT ....... 350.00

TOTAL AMOUNT DUE ............ $7,045.83
Baldwin County Board of Education
2600-A North Hand Avenue
Bay Minette, Alabama 36507

Billing Recap - November 2012

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>07 496 - Highway Solutions - Services</td>
<td>$70.00</td>
</tr>
<tr>
<td>08 105 - Wimberly Grievance - Services</td>
<td>$280.00</td>
</tr>
<tr>
<td>08 16101 - J. F. Pate - Services</td>
<td>$364.00</td>
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<td>12 101 - 2012 General - Services</td>
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<td>12 101 - 2012 General - Expenses</td>
<td>$11.10</td>
</tr>
<tr>
<td>12 328 - 2012 Aviation Program - Services</td>
<td>$406.00</td>
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<tr>
<td>12 348 - 2012 Bus Matters - Services</td>
<td>$532.00</td>
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<td>12 409 - 2012 After School - Services</td>
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<td>12 410 - 2012 Bus Driver Supplements - Services</td>
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<td>95 130 - Fairhope Playground Lease - Services</td>
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TOTAL AMOUNT DUE ............... $7,629.10
LESS COURTESY DISCOUNT ...... 350.00

TOTAL AMOUNT DUE ............... $7,279.10
ACTION AGENDA  (X New/____ Unfinished Business)

ITEMS: BID AWARDS

Background Explanation:

Solicitations were received for various goods and services for the Baldwin County Board of Education. Invitations to bid on Janitorial Supplies were solicited and only one bid package was returned. The bid submitted was not a responsive bid.

Recommendation:

Bid#01-12-2013, Electric Double Stack Oven – CNP for Orange Beach Elementary School: The recommendation is to award to the low bidder, Hotel & Restaurant Supply, 15096 Creosote Rd. Gulfport, MS 39503 for $9,849.00.

Bid#03-12-2013 Janitorial Supplies: Recommendation to reject bid.

Date 12/1/12 Submitted by: [Signature]
Date ______________________ Submitted by: ______________________
Date ______________________ Submitted by: ______________________
Date ______________________ Submitted by: ______________________
Date ______________________ Submitted by: ______________________
Date ______________________ Submitted by: ______________________

The Superintendent concurs in this recommendation and submit the same for Board consideration for approval.

12/1/2012
Date
Superintendent of Education
Baldwin County Public Schools
Purchasing Department
Recommendation for Award of Bid

Bid No.: 01-12-2013 Electric Double Stack Oven

Bid Opening: 10 a.m. 12-5-12

Vendor(s)/Contractor(s) Recommended
For Award: Hotel & Restaurant Supply

Contract Period: Single Purchase

Location(s): Orange Beach Elementary

Invitation to Bid distributed by:
☐ Mail ☐ Advertisement ☐ Web Site
☐ Other Describe: e-mail

Results of Bids Received: Eight vendors were invited to bid, four bids received.

Describe any unusual circumstances regarding the bids distributed and received:

Did low bidder submit a responsive/responsible bid meeting all specifications?
☐ Yes ☐ No

If No, explain why specifications were not met:

Budgeted funds are available to pay for the item(s) in the following funds:
CNP

User/Requesting Department Recommendation on File
Purchasing Division Recommendation Authorization: C. Shores Water
<table>
<thead>
<tr>
<th>Item #1</th>
<th>Comments</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
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<tr>
<td>BID NO./TITLE: 01-12-2013</td>
<td>Baldwin County Board of Education</td>
<td>Tabulation</td>
<td>Due/Opening: 10 a.m. Dec. 5th, 2012</td>
<td>Electric Double Stack Convection Oven - CDP</td>
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</table>
ACTION AGENDA  (X )New( )Unfinished Business

ITEM:  Approval of Contract with A to Z Tutoring (paid with Federal Funds)

Background Explanation:

In accordance with NCLB Title I, Part A Federal Funds, any school in Year 2 of School Improvement is required to offer Supplemental Educational Services (SES) to all students. A to Z Tutoring will provide supplemental educational services (tutoring) to students at Robertsdale Elementary and Bay Minette Intermediate Schools. The contract will run from October 23, 2012 – May 24, 2013. The contract totals $20,800.00; therefore, approval is required by the Baldwin County Board of Education. This contract will be paid with Federal Funds.

Recommendation:

It is recommended that the Baldwin County Board of Education approve the contract with A to Z Tutoring, for supplemental educational services as stipulated.

<table>
<thead>
<tr>
<th>Date</th>
<th>Submitted by</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 11, 2012</td>
<td>Dr. Pam Henson</td>
</tr>
<tr>
<td>Date</td>
<td>Submitted by</td>
</tr>
<tr>
<td>Date</td>
<td>Submitted by</td>
</tr>
<tr>
<td>Date</td>
<td>Submitted by</td>
</tr>
</tbody>
</table>

The Superintendent concurs in this recommendation and submits the same for Board consideration for approval.

12/17/2012

Date

Superintendent of Education
ITEM: Approval of Contract with South Alabama Regional Planning Commission (paid with grant funds)

Background Explanation:

The Baldwin County Board of Education will contract with the South Alabama Regional Planning Commission to provide high school workers for four of the 21st Century Community Learning Center grant sites. The contract will run from November 1, 2012 – May 24, 2013. Because the contract totals $14,000.00, approval is required by the Baldwin County Board of Education. This contract will be paid by Federal Grant Funds.

Recommendation:

It is recommended that the Baldwin County Board of Education approve the contract for services with the South Alabama Regional Planning Commission.

Date December 11, 2012 Submitted by: Dr. Pam Henson

The Superintendent concurs in this recommendation and submits the same for Board consideration for approval.

12/17/2012 Date

Superintendent of Education
ACTION AGENDA  (X)New( )Unfinished Business

ITEM: Styx River VFD Lease Termination

Background Explanation:

The Board had previously entered into a ground lease to the Styx River Volunteer Fire Department for the use of certain grounds at the Bell Fountain School site in Gateswood. The Styx River VFD is no longer running that location and the entity is now the Gateswood VFD. The previous lease needs to be terminated so that a new lease can be entered into with the new entity.

Recommendation:

Recommend termination of the lease of a portion of old Bell Fountain School property with the Styx River Volunteer Fire Department.

Date 12/6/12 Submitted by: John Wilson
Date __________ Submitted by: __________
Date __________ Submitted by: __________

The Superintendent concurs in this recommendation and submits the same for Board consideration for approval.

12/7/2012
Date

Superintendent of Education
LEASE TERMINATION AGREEMENT

This Lease Termination Agreement is made and executed on this _____ day of December, 2012, by and between BALDWIN COUNTY BOARD OF EDUCATION ("Lessor") and STYX RIVER VOLUNTEER FIRE DEPARTMENT ("Lessee").

1. Lessor and Lessee have previously entered into a Lease dated the 23rd day of January, 1992, as amended (collectively, the "Lease"), providing for the lease of certain property located in the Gateswood community in Baldwin County, Alabama.

2. Contemporaneously herewith, the Board is entering into a lease with the Gateswood Volunteer Fire Department to allow for the continued occupancy and use of the leased premises by the Gateswood Volunteer Fire Department for the purpose of maintaining a building and accessory structures for use in conjunction with the operation and maintenance of its volunteer fire fighting services.

3. Lessee’s leasehold interest in the leased property, together with any claim of right, title or interest in the improvements located thereon are hereby relinquished as of the _____ day of December, 2012. Provided, however, Lessee’s obligations pursuant to paragraphs 8 and 9 of the Lease shall remain in full force and effect for any matters arising on or before the _____ day of December, 2012.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

BALDWIN COUNTY BOARD OF EDUCATION,
an agency of the State of Alabama

DATE:____________________  BY:__________________________

NORMAN MOORE
As Its President

ATTEST:

__________________________
ALAN T. LEE
As Its Superintendent
STYX RIVER VOLUNTEER FIRE DEPARTMENT

DATE: ________________  BY: ____________________________________________

As Its Chief

ATTEST:

__________________________________________

STATE OF ALABAMA

COUNTY OF BALDWIN

I, __________________________________________, a Notary Public, in and for said County in said State, hereby certify that NORMAN MOORE, whose name as President, and ALAN T. LEE, whose name as Superintendent and Ex-Officio Secretary of the BALDWIN COUNTY BOARD OF EDUCATION, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Board.

Given under my hand and seal this ________ day of December, 2012.

________________________________________________________________________

Notary Public, Baldwin County, Alabama
My Commission Expires: ________________
STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____________________________, a Notary Public, in and for said County in said State, hereby certify that _____________________________, whose name as Chief, and _____________________________, whose name as _____________________________ of STYX RIVER VOLUNTEER FIRE DEPARTMENT, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this _____ day of _________________, 2012.

_____________________________________
Notary Public, Baldwin County, Alabama
My Commission Expires: _________________________
ACTION AGENDA (X) New ( ) Unfinished Business

ITEM: Lease with the Gateswood VFD

Background Explanation:

The Board had previously entered into a ground lease to the Styx River Volunteer Fire Department for the use of certain grounds at the Bell Fountain School site in Gateswood. The Styx River VFD is no longer running that location and the entity is now the Gateswood VFD. A new lease needs to be executed with the Gateswood VFD.

Recommendation:

Recommend entering into a ground lease at the old Bell Fountain School property with the Gateswood Volunteer Fire Department.

Date 12/6/12 Submitted by:
Date __________________________ Submitted by: __________________________
Date __________________________ Submitted by: __________________________

The Superintendent concurs in this recommendation and submits the same for Board consideration for approval.

12/7/2012
Date

Superintendent of Education
GROUND LEASE

THIS AGREEMENT is made by and between the GATESWOOD VOLUNTEER FIRE DEPARTMENT, 33014 County Road 112, Robertsdale, Alabama 36567 ("Lessee"), and the BALDWIN COUNTY BOARD OF EDUCATION, an agency of the State of Alabama ("Lessor").

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property located in the Gateswood community in Baldwin County, Alabama ("Gateswood Property");

WHEREAS, the Gateswood Property is not currently used by Lessor;

WHEREAS, Lessor has no plans for use of the Gateswood Property;

WHEREAS, the Gateswood Property has been used since 1992 as the site for a volunteer fire department, and Lessee desires to continue to use the property for providing for volunteer fire fighting services and for no other purpose;

WHEREAS, Lessor is willing to make a portion of the Gateswood Property, more particularly described herein as the Leased Premises, available to Lessee to use, manage and maintain in accordance with the terms and conditions of this agreement; and

WHEREAS, Lessee recognizes the importance of volunteer fire fighting services and finds that the lease provided for herein will serve a public purpose.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept, performed and observed, the parties agree as follows:

ARTICLE 1. DEMISE OF LEASED PREMISES

Description of Leased Premises

1.01 Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a parcel of land ("Leased Premises") situated in Baldwin County, Alabama, and described on Exhibit A, attached hereto and incorporated herein by reference.

Land Subject to Liens, Encumbrances, and Other Conditions

1.02 This Lease and the Leased Premises are subject to all present and future leases, liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Leased Premises or that may affect
and govern the Leased Premises after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

**Representations and Warranties of Lessor**

1.03 Lessee shall satisfy itself of any and all matters in connection with the condition of the Lease Land prior to execution of this Agreement. Lessee has the obligation to determine any and all conditions of the Leased Premises and any improvements thereof, without limitation. Lessor disclaims any and all warranties with regard to the Leased Premises, express or implied. Lessee has had the opportunity to inspect the Leased Premises and to satisfy itself with regard to its condition and Lessee understands, acknowledges and agrees that the Leased Premises is leased "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" and without recourse against Lessor. It is expressly understood and agreed that the Lessor and its attorneys, agents and/or employees have not made and are not making, and they specifically disclaim any warranties, representation or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Leased Premises including, but not limited to, warranties, representations or guaranties regarding the property as to (a) matters of title, (b) environmental matters and the presence of hazardous substances, (c) geological and soil conditions, (d) drainage, (e) whether the Leased Premises is in a flood plain, special flood hazard area or flood prone area, (f) zoning and availability of any zoning, use or building permits or changes, (g) availability of utilities, (h) uses of adjoining property, (i) compliance with past, present or future federal, state, or local ordinances, rules, regulations and laws; and/or (j) the fitness of the Leased Premises for any particular purpose. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO LESSEE INCLUDING, WITHOUT LIMITATION, AS TO THE PHYSICAL CONDITION OF THE LEASED PREMISES OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS RELYING UPON ITS OWN INVESTIGATIONS OF THE LEASED PREMISES IN DETERMINING WHETHER TO LEASE THE LEASED PREMISES.

**ARTICLE 2. TERM AND RENT**

**Term of Lease**

2.01 This Lease shall be for a term of ten (10) years ("Initial Term"), commencing on the _____ day of December, 2012, and ending on the _____ day of December, 2022, unless terminated at an earlier date for any reason set forth in this Lease. Thereafter, this Lease shall automatically renew on a year-to-year basis unless Lessor or Lessee provides the other with written notice of termination of the Lease prior to the expiration of any renewal term.
Holdover

2.02 If Lessee holds over after the expiration of the Initial Term of this lease agreement or any renewals thereof, then Lessee's tenancy shall be from year to year on all the terms and conditions as set forth in this Lease.

Consideration

2.03 Lessee's consideration to Lessor for this Lease shall be the following: (a) Lessee shall manage and maintain the improvements located on the Leased Premises; (b) Lessee shall be responsible, at no cost or expense to Lessor, for all operating costs and impositions as defined in Article 4 herein; and (c) Lessee shall continuously use and operate the Leased Premises as a volunteer fire department and for no other purpose.

ARTICLE 3. USE AND CONSTRUCTION OF IMPROVEMENTS

Use of Leased Premises

3.01 The Leased Premises shall be used in accordance with the following: (a) Lessee shall have the right to use the premises solely and exclusively for the purpose of maintaining a building and accessory structures for use in conjunction with the operation and maintenance of its volunteer fire fighting services; (b) at all times, all uses of the Leased Premises shall be under the direction, supervision and control of Lessee so as to insure safe and appropriate use of the Leased Premises; and (c) Lessee’s use of the Leased Premises shall be in accordance with all applicable policies and procedures of Lessor, including, without limitation the Lessor’s prohibition against alcohol, tobacco and firearms on any of its facilities.

Construction of Buildings and Other Improvements

3.02 Lessee shall not commence any renovation, restoration or constructions activities without the prior written approval of Lessor, by and through its Superintendent. Lessee shall provide sufficient detail so that Lessor can make an informed decision with regard to any proposed renovation, restoration or constructions activities. All renovation, restoration or constructions activities shall be in accordance with the approved details. There shall be no additions or modifications to the approved details without the prior written permission of Lessor.

3.03 Upon written approval of Lessor, Lessee shall have the right to construct structures, buildings, and other improvements ("Improvements") on the Leased Premises, at Lessee's sole cost and expense, and in connection with any construction, Lessee shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve
the Improvements erected on the Leased Premises. Lessor shall have no liability for any costs or expenses in connection with the construction of Improvements on the Leased Premises.

3.04 Lessee shall keep and maintain cost records for all restoration, renovation and/or construction activities undertaken on the Leased Premises, copies of which shall be provided to Lessor on no less than an annual basis.

ARTICLE 4. OPERATING COSTS AND IMPOSITIONS

Maintenance and Operating Costs

4.01 During the term of this Lease, Lessee, at its own expense, shall maintain and keep the Leased Premises and the facilities constructed thereon in a state of good condition and repair.

Definition of Operating Costs

4.02 "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities: (a) Repairs, maintenance, replacements, painting, and redecorating; (b) Landscaping; (c) Insurance; (d) Heating, ventilating, and air conditioning repair and maintenance; (e) Water, sewer, gas, electricity, fuel oil, and other utilities; (f) Rubbish removal; (g) Supplies and sundries; (h) Costs of wages and salaries for all persons engaged in the operation, maintenance, and repair of the Leased Premises, including fringe benefits and social security taxes except that Lessor shall be responsible for all costs incurred in Lessor’s use of the Leased Premises; and (i) All other expenses, whether or not mentioned in this Lease, that are incurred with regard to operation of the Leased Premises, including any replacements if necessary for repairs and maintenance or otherwise. Notwithstanding the foregoing, Lessor shall be responsible for all costs incurred in Lessor’s use of the Leased Premises.

Definition of Impositions

4.03 "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the premises on the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises and Improvements, any portion of these, or the sidewalks or streets in front of or adjoining the Leased Premises and Improvements.
ARTICLE 5. LAWS AND GOVERNMENTAL REGULATIONS

Compliance With Legal Requirements

5.01 Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the Term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

ARTICLE 6. LIENS AND ENCUMBRANCES

Creation Not Allowed

6.01 Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Premises or the fee estate or reversion of Lessor.

Discharge After Filing or Imposition

6.02 If any lien or encumbrance shall at any time be filed or imposed against the Leased Premises or the fee estate or reversion of Lessor, Lessee shall cause the lien or encumbrance to be discharged of record within fifteen (15) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee shall fail to cause the lien or encumbrance to be discharged within the fifteen (15) day period, then in addition to any other right or remedy of Lessor, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.
Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee

6.03 Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Leased Premises.

ARTICLE 7. INSURANCE AND INDEMNITY

Fire and Extended Coverage

7.01 At all times during the Term of this Lease, Lessor shall maintain, at its sole cost, property insurance covering the Leased Premises.

Property and Personal Injury Liability Insurance

7.02 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form general liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises and Improvements, and adjoining areas. The insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met: (a) The insurance provided pursuant to this Paragraph 7.02 shall be in an amount no less than $1,000,000 for property damage, and in an amount no less than $1,000,000 for one person and $1,000,000 for one accident for personal injury; (b) The insurance shall be maintained for the mutual benefit of Lessor and Lessee. The insurance policy or policies shall name both Lessor and Lessee as insureds; and (c) The amount of liability insurance shall be subject to any increases that may be reasonably required by Lessor from time-to-time to account for inflation or other market conditions shall be made in cooperation between Lessor and Lessee. Notwithstanding the foregoing, the amount of liability insurance shall not be decreased without the prior written authorization of the Lessor.

Construction Liability Insurance

7.03 Lessee agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Leased Premises. This insurance shall be carried by insurance companies authorized to transact business in the State of Alabama, selected by Lessee and approved by Lessor, and shall be paid for by Lessee. The insurance shall have limits of no less than $1,000,000 for property damage, and $1,000,000 for one person and $1,000,000 for one accident for personal injury. The insurance shall be maintained for the mutual benefit of Lessor and Lessee, as well as for any succeeding owners of the fee title in the Leased Premises, and for any successors.
and assigns of this Lease, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the premises. The insurance policy or policies shall name both Lessor and Lessee as insureds.

Certificates of Insurance

7.04 Lessee shall furnish Lessor with certificates of all insurance required by this Article 7. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within ten (10) days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this Article 7. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of ten percent (10%) per annum from the date of Lessor's demand until reimbursement by Lessee.

Indemnification of Lessor

7.05 Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Premises or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Leased Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold harmless the Lessor, its members, superintendent, officers, agents, and employees from all damages, actions, causes of action, suits or claims of any sort as a result of, or claimed to be as a result of the existence of this Lease, location of the fire station or accessory structures on the property of the Lessor, or the actions or omissions of the Lessor, its members, volunteers, officers, agents, and employees; and to pay all costs and expenses in defending any claim or action, including attorney's fees.

ARTICLE 8. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

Damage or Destruction; Option to Terminate or Repair

8.01 In the event that the Leased Premises, the Improvements, or any part of them are damaged or destroyed by any cause whatsoever, Lessor may elect either of the following options: (a) Within one hundred twenty (120) days, Lessee shall commence and diligently pursue to completion the repair, restoration, or replacement of the damaged or destroyed Leased Premises and Improvement, and this Lease shall remain
in full force and effect; or (b) Lessor may terminate this Lease with one hundred twenty (120) days written notice to Lessee.

ARTICLE 9. CONDEMNATION

Interests of Parties

9.01 If the Leased Premises and Improvements or any part of these premises is taken for public or quasi-public purposes by condemnation in any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for the taking or transfer and the effect of the taking shall be governed by Article 9.02, 9.03 and 9.04 except that during the Initial Term of this Lease any proceeds paid from condemnation or eminent domain shall be divided between the parties with Lessee being reimbursed for the actual expense incurred by Lessee in the restoration or renovation of the Leased Premises together with the actual expense of any improvements constructed on the Leased Premises by Lessee. Lessee shall be reimbursed only to the extent it has complied with the provisions of Paragraph 3.04. All remaining funds shall be paid to Lessor.

Termination on Total Taking

9.02 If all or substantially all of the Leased Premises and Improvements are taken or transferred as described in Paragraph 9.01, this Lease and all of the rights, title, and interest under this Lease shall cease on the date that title to the Leased Premises and Improvements vests in the condemning authority, and the proceeds of the condemnation shall be paid pursuant to the provisions of Paragraph 9.01.

Termination on Partial Taking

9.03 If less than all or less than substantially all of the Leased Premises and Improvements is taken or transferred as described in Paragraph 9.01, and, if the remainder of the Leased Premises and Improvements is in a location, or in a form, shape, or reduced size that makes it impossible for Lessee to effectively and practicably use the remaining Leased Premises and Improvements as set forth herein, then this Lease shall terminate on the date title to the portion of the Leased Premises and Improvements taken or transferred vests in the condemning authority. The proceeds of the condemnation shall be paid pursuant to the provisions of 9.01.

Voluntary Conveyance

9.04 Nothing in this Article 9 prohibits Lessor from voluntarily conveying all or part of the Leased Premises and Improvements to a public utility, agency, or authority
under threat of a taking under the power of eminent domain. Any voluntary conveyance shall be treated as a taking within the meaning of this Article and compensation and proceeds therefrom shall be paid to the Lessor and Lessee pursuant to provisions of 9.01.

**ARTICLE 10. LEASE HOLD MORTGAGES**

**Leasehold Mortgages Not Permitted**

10.01 Lessee shall not be permitted to mortgage Lessee's leasehold interest in the Leased Premises. Lessee agrees to subordinate any interest created by this lease to any indebtedness of the Lessor presently or hereinafter existing. This includes, without limitation, bond financing.

**ARTICLE 11. DEFAULT**

**Events of Default**

11.01 Any one or more of the following events shall constitute a default under this Lease: (a) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease shall constitute a default under this Lease; or (b) Lessee's assignment of the leasehold interest under this Lease without the prior written consent of Lessor shall constitute a default under this Lease.

**Notice of Election to Terminate Lessee's Possession**

11.02 If any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease. Upon termination, all of Lessee's rights, title, and interest in the Leased Premises shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Leased Premises. Any Improvements erected on the subject leased premises shall revert back to the Lessor, however, Lessee shall have a reasonable time not to exceed one hundred eighty (180) days for removal of any such improvements or equipment and/or may leave the same for the benefit of Lessor, such to be determined at Lessee's option.

**Lessor's Entry After Termination of Lessee's Possession**

11.03 At any time after the termination of Lessee's right of possession under this Lease, Lessor may enter and possess the Leased Premises and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Premises and Improvements. If Lessor
takes the actions described in this Paragraph 11.03, Lessor may then possess the Leased Premises and Improvements and Lessor may also sell any of the Improvements.

Costs Incurred Due to Breach

11.04 Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorneys' fees, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease, restoring the Leased Premises and Improvements to good order and condition, and for maintaining the Leased Premises and Improvements.

ARTICLE 12. EXPIRATION OF TERM

Lessee's Delivery of Possession After Termination or Expiration

12.01 On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 11.03, or any entry or possession of the Leased Premises and Improvements by Lessor pursuant to Paragraph 11.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Premises and Improvements, and deliver to Lessor actual possession and ownership of the Leased Premises, less improvements, which the Lessee shall have a right to remove pursuant to paragraph 11.02 but shall otherwise return the premises without improvements in good condition, wear and tear excepted.

ARTICLE 13. GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

13.01 The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

Waiver of Any Provision Must Be Written

13.02 No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.
Entire Agreement

13.03 This Lease and the Exhibits annexed to this Lease contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

Notices

13.04 All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party’s address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 14.04.

Lessor’s Entry and Inspection of Premises

13.05 Lessor, or its agents or designees, shall have the right to enter the Leased Premises and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee’s default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Premises and Improvements to potential buyers and agents.

Partial Invalidity or Unenforceability

13.06 If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Individuals Benefitted by Lease

13.07 This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided in this Lease.
Assignment and Subletting

13.08 This Lease and the Term and estate granted by this Lease, or any part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent.

13.09 Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Lessee and Lessor, and neither the provisions contained in this Agreement or any acts of the parties shall be deemed to create any relationship between Lessee and Lessor, other than the relationship of Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed on this the _____ day of December, 2012.

Baldwin County Board of Education,
an agency of the State of Alabama

DATE:_________________ BY:________________________________________

NORMAN MOORE
As Its President

ATTEST:

__________________________
ALAN T. LEE
As Its Superintendent
GATESWOOD VOLUNTEER FIRE DEPARTMENT

DATE: ____________  BY: ______________________________

TONY BURKE
As Its Chief

ATTEST:

_________________________________________________  

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____________________________, a Notary Public, in and for said County in said State, hereby certify that NORMAN MOORE, whose name as President, and ALAN T. LEE, whose name as Superintendent and Ex-Officio Secretary of the BALDWIN COUNTY BOARD OF EDUCATION, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Board.

Given under my hand and seal this ______ day of December, 2012.

_________________________________________________
Notary Public, Baldwin County, Alabama
My Commission Expires: ________________________
STATE OF ALABAMA

COUNTY OF BALDWIN

I, ___________________________ , a Notary Public, in and for said County in said State, hereby certify that TONY BURKE, whose name as Chief, and ______________________, whose name as __________________ of GATESWOOD VOLUNTEER FIRE DEPARTMENT, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this ______ day of ________________, 2012.

________________________________________
Notary Public, Baldwin County, Alabama
My Commission Expires: ______________________
EXHIBIT A

Starting at the intersection of North of Highway 112 right-of-way line and the East line of Section 10, Township 4 South, Range 5 East as the point of beginning; run north along said East line of Section 10 432 feet to a point; run thence in a Southwesterly direction 472.5 feet until intersection of North of Highway 112 right-of-way to a point; run thence East along North of Highway 112 right-of-way for 451 feet to the point of beginning. Approximately 2 acres in total.
ACTION AGENDA (X)New ( ) Unfinished Business

ITEM: Faircloth Field Ground Lease Agreement

Background Explanation:

The Board’s property known as Faircloth Field has been harvested for timber and currently is not in a tree growth stage. Various items of debris have been dumped on the property along with uncontrolled vehicle ingress and egress. Mr. Jeremy Gilley whom lives on Faircloth Rd. has offered to oversee the property.

Recommendation:

Recommend entering into a ground lease for the Faircloth Field property, subject to an existing timber harvest easement, with Mr. Jeremy Gilley of 32325 Faircloth Road, Elberta, AL 36530 as attached.

Date 12/1/12 Submitted by: John Wilson
Date __________________________ Submitted by: __________________________
Date __________________________ Submitted by: __________________________

The Superintendent concurs in this recommendation and submits the same for Board consideration for approval.

12/7/2012
Date

Superintendent of Education
STATE OF ALABAMA

COUNTY OF BALDWIN

LEASE

THIS LEASE AND AGREEMENT entered into by and between BALDWIN COUNTY BOARD OF EDUCATION, hereinafter referred to as ("Lessor") and JEREMY GILLEY, whose address is 32325 Faircloth Road, Elberta, Alabama 36530, hereinafter referred to as ("Lessee").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained, and the services to be provided hereinafter set out, Lessor has, and by these presents does hereby, lease and rent to the Lessee, for his non-exclusive use and occupation, the following described property together with all improvements located thereon, situated in Baldwin County, Alabama:

That certain 160 +/- acres owned by Lessor and located in Lillian, Alabama, also known as Faircloth Field.

Lessor does hereby lease and rent to Lessee the said property in consideration of the services to be performed by Lessee:

1. Maintain a passable road around the border of the property (where it previously exists).

2. Keep the land clean of large deposits of household garbage and waste.

3. Maintain a fire lane within the premises for protection against uncontrolled fires.

4. To provide a barrier (gate/cable) limiting access around the west and north sides of the property and other roads leading into the property on the south and east sides, and provide the Lessor with keys thereto.

5. To post the property with "No Trespassing" signs and to provide a local phone number to contact when violations occur.

6. To present an annual report on the condition of timber and of the land.

7. To offer assistance with controlled burning of this property upon request and recommendation of the School Board.

The term of this lease shall be for a period of one year beginning December ____, 2012, and ending December ____, 2013, provided, however, this lease shall automatically renew year to year unless any party gives the other written notice before September 30 of each year of its intention not to renew.

This lease shall be subject to that certain timber harvest easement by and between the Lessor and Blackwater Lands Holding, LLC.

Should the Lessee fail to provide such services as the same is demanded, the Lessor may, at its option, declare this lease cancelled and if so, the Lessee shall immediately vacate said property. Upon default of any performance of such services,
Lessor shall have the right to take immediate possession of the premises and this shall
not be intended to deprive Lessor of any other legal remedy it might have for the
retaking of the demised premises and the collection of any sums owed by Lessee.

Lessee has inspected the property and agrees to accept the demised property in
its present condition, and further agrees not to commit or permit waste or damage to
the demised property, reasonable wear and tear excepted, and agrees to repair and
replace said property from any such damage including any damage caused by moving
on or off of the demised property.

Lessee shall make no changes to the property or any part thereof, without the
prior written consent of the Lessor, including, without limitation, the construction of
improvements or the installation of utilities.

The Lessee agrees to be bound by all state and federal laws presently in force and
effect and as they may be enacted in the future.

No firearms shall be permitted on the leased premises. Provided, however,
Lessee shall be granted archery hunting rights on the property. Lessee agrees to
maintain in force and effect a general liability insurance policy, in form and with
coverages as approved by the Board which will include liability coverage for archery
hunting.

This lease and agreement is not transferrable or assignable, and no sublease of
the demised property shall be allowed, without the prior written consent of the Lessor.

In the event Lessee shall abandon or vacate the property before the end of the
term of this lease, Lessor may, at its option, forthwith cancel this lease or it may enter
said property as the agent of the Lessee, by force or otherwise, without being liable in
any way therefore, and relet the property.

Time is of the essence and the performance of all terms and conditions herein.

The rights of the Lessor under the foregoing shall be cumulative, and failure on
the part of the Lessor to exercise promptly any rights given hereunder shall not operate
to waive or forfeit any such rights.

As a further consideration for the granting of the within lease, the Lessee further
agrees that he shall promptly notify Lessor of any damages, injury or depredation
committed against said property or any improvements or fences thereon any person or
persons whomsoever. It is understood and agreed between the parties hereto and this
lease is accepted by Lessee with the understanding and condition that any bona fide
sale of said property herein leased or any part or portion thereof shall cancel and annul
this lease insofar as it applies to that part or portion or all of said property sold, such
cancellation to be and become effective as of the date of the deed transferring title to
purchaser, but Lessee reserves the right to remove any improvements it may have put
on said property.

Lessor shall not be liable for any loss, damage, or injury of any kind or character
to any person or property arising from any use of the property, or caused by or arising
from any act or omission of Lessee, or any of its agents, employees, licensees, or
invitees, or by or from any accident, fire, or other casualty on the property, or
occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee
waives all claims and demands on its behalf against Lessor for any loss, damage, or
injury, and agrees to indemnify and hold Lessor, its members and employees, entirely
free and harmless from all liability for any loss, damage, costs, or injury of other
persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

Lessee acknowledges and agrees that Lessor shall have the right to cut and remove any and all timber from the demised property at any time during the term of this lease, or any extension or renewal thereof. The Lessor shall also have the right to control burn, plant and/or treat the property as it determines in its sole discretion.

Lessor shall have the right to sell the property at any time during the term of this lease but in the event of such a sale, Lessor agrees to give Lessee thirty (30) days written notice of the date on which Lessee shall be required to vacate the demised property as a result of such sale.

Lessor, or its agents, shall have the right to enter and inspect the property at any reasonable time and hour after giving oral notification of their intent to make such an inspection to Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this instrument to be executed by them on the date(s) opposite each of their respective signatures.

LESSOR:

BALDWIN COUNTY BOARD OF EDUCATION,

an agency of the State of Alabama

BY:

NORMAN MOORE

As Its President

ATTERT:

ALAN T. LEE

As Its Superintendent and Ex-Officio Secretary

LESSEE:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _______________________, a Notary Public, in and for said County in said State, hereby certify that NORMAN MOORE and ALAN T. LEE, whose names as President and Superintendent and Ex-Officio Secretary of the Baldwin County Board of Education, an Agency of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacities as such President and Superintendent, executed the same voluntarily on the date opposite their respective signatures.

Given under my hand and seal this ______ day of __________________, 2012.

Notary Public

My Commission Expires: ________________________
STATE OF ALABAMA
COUNTY OF BALDWIN

L. ________________, a Notary Public, in and for said County in said State, hereby certify that JEREMY GILLEY, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of __________, 2012.

Notary Public
My Commission Expires:

This instrument prepared by:

R. SCOTT LEWIS of

STONE, GRANADE & CROSBY, P.C.
Attorneys at Law
Post Office Drawer 1509
Bay Minette, Alabama 36507
(251) 937-2417
### ACTION AGENDA

**Item:** Leaves-of-Absence of Personnel

**Background Information:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL/POSITION</th>
<th>EFFECTIVE DATE</th>
<th>REASON</th>
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<tr>
<td>Tabitha R Morrison</td>
<td>BCYI/4th Grade</td>
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<td>Sheila R Cleek</td>
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<td>DTA/Bldg&amp;Gr Manager</td>
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<td>RBDE/CNP Wkr-7.5/185</td>
<td>11/14/2012 - 01/02/2013</td>
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* Minority
* Applying for Alabama certification via a non-traditional approach
* Certificated employees in a classified position

**Recommendation:** That the Board approve the leaves-of-absence of personnel listed hereinabove.

Date: December 6, 2012

Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same to Board consideration for approval.

Date: 12/7/2012

Superintendent: [Signature]

Thursday, December 13, 2012
### ACTION ADDENDUM - BOARD MEETING

**Item: Leaves-of-Absence of Personnel**

**Background Information:**

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* Minority

* Applying for Alabama certification via a non-traditional approach

* Certificated employee in a classified position

**Recommendation:** That the Board approve the leaves-of-absence of personnel listed above.

**Date:** December 11, 2012

Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same to Board consideration for approval.

**Date:** 12/11/12

Superintendent: [Signature]

Thursday, December 13, 2012
**ACTION AGENDA (____ New / ____ Unfinished Business)**

**Item:** Retirements and Resignations of Personnel

**Background Information:**

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<td>2. Susan B Wallon</td>
<td>ELR/Reading Coach</td>
<td>01/01/2013</td>
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<td>4. Clara A Hayles</td>
<td>DPM/Itin Nurse-10Mo</td>
<td>01/01/2013</td>
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<td>5. Wayne C Folks</td>
<td>GFSM/Itin ESL Aide-7hr</td>
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<td>6. Dawn C Dunbar</td>
<td>FLYM/Bus Driver</td>
<td>11/28/2012</td>
</tr>
<tr>
<td>7. * Sharon L Harris</td>
<td>FLYM/CNP Wkr-6.5/185</td>
<td>11/16/2012</td>
</tr>
<tr>
<td>8. Matthew D Pleasant</td>
<td>FLYM/SE Aide-7/182</td>
<td>11/30/2012</td>
</tr>
<tr>
<td>9. Kenneth R Darby</td>
<td>RBDH/Bus Driver</td>
<td>12/14/2012</td>
</tr>
</tbody>
</table>

* Minority

1. Applying for Alabama certification via a non-traditional approach
2. Certified employee in a classified position

Recommendation: That the Board approve the retirement and resignations of the personnel mentioned hereinabove.

Date: December 6, 2012 Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

Date: 12/9/2012 Superintendent: [Signature]

Thursday, December 13, 2012
**Action Addendum - Board Meeting**

**Item 9: Retirements and Resignations of Personnel**

**Background Information:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL/POSITION</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Classified Resignations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Tara M Weeks</td>
<td>EBAM/SE Aide-7/182</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>2. Susan L Grace</td>
<td>NWT/Bldg &amp; Gr Manager</td>
<td>05/30/2013</td>
</tr>
</tbody>
</table>

* Minority

1. Applying for Alabama certification via a non-traditional approach

2. Certificated employee in a classified position

Recommendation: That the Board approve the retirement and resignations of the personnel mentioned herein above.

Date: December 11, 2012  Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

Date: 12/13/12  Superintendent: [Signature]

Thursday, December 13, 2012
**Certificated Voluntary Transfers**

1. Jennifer A Fetters  DTA/Kindergarten  DTA/2nd Grade  Same Unit  08/10/2012
2. Deborah D Lindley  ELR/2nd Grade  ELR/Rdg Coach  Susan Walton  01/02/2013
3. Cheisle M McClellan  FLYE/Reading Interv  FLYE/1st Grade  Donna Hemmert  11/19/2012
4. Joel J Coberly  RSN/2nd-3rd Grade  RSN/6th Grade  Same Unit  08/10/2012

**Certificated Transfers With Loss of Compensation**


**Classified Voluntary Transfers**

6. Sheila Lesley  RBDE/CNP Wkr-6.5/185  FLYE/CNP Wkr-6.5/185  Donna Bolder  12/10/2012

**Classified Reassignments**


---

* Minority
1 Applying for Alabama certification via a non-traditional approach
2 Certificated employee in a classified position

Recommendation: That the Board approve the transfer/reassignment of personnel as listed above.

Date: December 6, 2012  Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same for board consideration for approval.

Date: 12/7/2012  Superintendent: [Signature]

Thursday, December 13, 2012
**Item #10**

**ACTION ADDENDUM - BOARD MEETING**

**Transfer of Personnel**

**Background Information:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>FROM/POSITION</th>
<th>TO/POSITION</th>
<th>REPLACING</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gina R East</td>
<td>RBDE/Special Ed</td>
<td>DPE/Special Ed</td>
<td>Loree May</td>
<td>01/02/2013</td>
</tr>
<tr>
<td>Loree B May</td>
<td>DPE/Special Ed</td>
<td>RBDE/lt SE CslgTo-10M</td>
<td>Loree May</td>
<td>12/17/2012</td>
</tr>
<tr>
<td>Alice I Krueger</td>
<td>NVT/CNP Wkr-7.5/185</td>
<td>FHP/CNP Wkr-7.5/185</td>
<td>Jodie Williamson</td>
<td>01/02/2013</td>
</tr>
<tr>
<td>Jodie H Williamson</td>
<td>FHP/CNP Wkr-7.5/185</td>
<td>NWTCNP Wkr-7.5/185</td>
<td>Alice Krueger</td>
<td>01/02/2013</td>
</tr>
</tbody>
</table>

* Certificated Voluntary Transfers

* Probationary Classified Transfers

---

*Minority*

*Applying for Alabama certification via a non-traditional approach*

*Certificated employee in a classified position*

**Recommendation:** That the Board approve the transfer/reassignment of personnel as listed herein above.

* Date: December 11, 2012  
* Submitted by: [Signature]

* The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

* Date: 12/11/12  
* Superintendent: [Signature]

Thursday, December 13, 2012
**ACTION AGENDA (___ New / ___ Unfinished Business)**

*Item Employment of Personnel*

**Background Information:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL/POSITION</th>
<th>REPLACING</th>
<th>EFFECTIVE DATE</th>
<th>CERT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beverly L Peterson</td>
<td>EBAM/Special Ed</td>
<td>Sonya Price</td>
<td>12/03/2012</td>
<td>Pending</td>
</tr>
<tr>
<td>Shannon S Keenan</td>
<td>FLYE/Reading Interv</td>
<td>Chelsie McClellan</td>
<td>12/05/2012</td>
<td>Yes</td>
</tr>
<tr>
<td>Jonathan T Leiser</td>
<td>SBCT/Bldg Construction</td>
<td>John Kane</td>
<td>12/03/2012</td>
<td>Pending</td>
</tr>
<tr>
<td>Jarod M Gillen</td>
<td>FLYM/Bus Driver</td>
<td>New Position</td>
<td>12/04/2012</td>
<td></td>
</tr>
<tr>
<td>Laura D Krehling</td>
<td>FLYM/Bus Driver</td>
<td>Dawn Dunbar</td>
<td>12/10/2012</td>
<td></td>
</tr>
<tr>
<td>Debra T Files</td>
<td>GFSE/Clerk-8/202</td>
<td>Annelies Cubel</td>
<td>12/03/2012</td>
<td></td>
</tr>
</tbody>
</table>

* Minority

* Applying for Alabama certification via a non-traditional approach

* Certificated employee in a classified position

Recommendation: That the Board approve the assignments as submitted hereinabove.

Date: December 6, 2012 Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

Date: 12/1/2012 Superintendent: [Signature]

Thursday, December 13, 2012
ACTION ADDENDUM - BOARD MEETING  
Item Employment of Personnel  

Background Information:

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL/POSITION</th>
<th>REPLACING</th>
<th>EFFECTIVE DATE</th>
<th>CERT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles M Eubanks II</td>
<td>NBCT/HVACR</td>
<td>Tommy Byrd</td>
<td>12/14/2012</td>
<td>Pending</td>
</tr>
</tbody>
</table>

* Minority
* Applying for Alabama certification via a non-traditional approach
* Certificated employee in a classified position

Recommendation: That the Board approve the assignments as submitted hereinabove.

Date: December 11, 2012

Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same for board consideration for approval.

Date: 12/11/12
Superintendent: [Signature]  

Thursday, December 13, 2012
### ACTION AGENDA - BOARD MEETING

#### Item: Extra Work for Extended Periods

**Background Information:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL/POSITION</th>
<th>EFFECTIVE DATE(S)</th>
<th>MAX EARNINGS</th>
<th>FUND SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Certificated Positions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Vicky N Cook</td>
<td>LSAT/FineArts Constat</td>
<td>10/01/2012 - 05/24/2013</td>
<td>$4,760</td>
<td>Extended Day</td>
</tr>
<tr>
<td><strong>Classified Positions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Teresa L Fisher</td>
<td>BCYI/Degreed Worker</td>
<td>09/19/2012 - 05/24/2013</td>
<td>$2,670</td>
<td>IV-B 21st CCLC</td>
</tr>
<tr>
<td>4. Judi D Baker</td>
<td>FHPP/Certified Worker</td>
<td>10/29/2012 - 05/24/2013</td>
<td>$6,000</td>
<td>Extended Day</td>
</tr>
<tr>
<td>5. * Leonard E McDaniel II</td>
<td>GFSM/Coach Aide</td>
<td>11/01/2012 - 01/31/2013</td>
<td>$787</td>
<td>Local</td>
</tr>
<tr>
<td>6. * Courtney S Hogue</td>
<td>GFSE/PT Instructor</td>
<td>01/02/2013 - 04/30/2013</td>
<td>$6,080</td>
<td>Title I Part A, NCLB</td>
</tr>
<tr>
<td>7. * Cynthia A Weaver</td>
<td>RWL/21C 4-yr Degreed</td>
<td>10/12/2012 - 05/24/2013</td>
<td>$5,635</td>
<td>Extended Day</td>
</tr>
<tr>
<td>8. * Mallory C Burke</td>
<td>RSN/Certified Worker</td>
<td>11/01/2012 - 05/24/2013</td>
<td>$5,880</td>
<td>Extended Day</td>
</tr>
<tr>
<td>9. Tracey R Creel</td>
<td>STN/4-yr Degreed Worker</td>
<td>10/30/2012 - 05/24/2013</td>
<td>$5,216</td>
<td>IV-B 21st CCLC</td>
</tr>
</tbody>
</table>

* Minority

* Applying for Alabama certification via a non-traditional approach

* Certified employee in a classified position

**Recommendation:** That the Board approve the extra work of the personnel mentioned hereinabove.

Date: December 6, 2012

Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

Date: 12/7/2012

Superintendent: [Signature]
<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL/POSITION</th>
<th>EFFECTIVE DATE(S)</th>
<th>MAX EARNINGS</th>
<th>FUND SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ronald G Criswell</td>
<td>BCYH/JAG Facilitator</td>
<td>10/01/2012 - 05/28/2013</td>
<td>$13,279</td>
<td>Jobs for Alabama's Graduates</td>
</tr>
<tr>
<td>* Victoria A Gates</td>
<td>BCYI/21C Helper</td>
<td>11/28/2012 - 05/24/2013</td>
<td>$2,925</td>
<td>IV-B 21st COLC</td>
</tr>
<tr>
<td>* Stephani L Newton</td>
<td>BCYM/21C Degreed Wkr</td>
<td>11/16/2012 - 05/24/2013</td>
<td>$7,760</td>
<td>IV-B 21st COLC</td>
</tr>
<tr>
<td>Stacey L Johnson</td>
<td>DPM/Tutor</td>
<td>12/14/2012 - 05/24/2013</td>
<td>$8,800</td>
<td>At Risk</td>
</tr>
<tr>
<td>* Timmie J Fields</td>
<td>FHPP/21C Cert Worker</td>
<td>11/08/2012 - 05/24/2013</td>
<td>$5,680</td>
<td>Extended Day</td>
</tr>
<tr>
<td>* Daniel L Pampel</td>
<td>GFSH/Coach Aide-Soccer</td>
<td>01/02/2013 - 05/17/2013</td>
<td>$1,180</td>
<td>Local</td>
</tr>
<tr>
<td>Nicole J DePalma</td>
<td>RWL/ASCC Manager</td>
<td>11/09/2012 - 05/28/2013</td>
<td>$9,238</td>
<td>Extended Day</td>
</tr>
<tr>
<td>* Phillip C Piper</td>
<td>SPFH/Coach Alde Bskbal</td>
<td>11/01/2012 - 01/31/2013</td>
<td>$1,180</td>
<td>Local</td>
</tr>
</tbody>
</table>

* Minority

* Applying for Alabama certification via a non-traditional approach

* Certified employee in a classified position

Recommendation: That the Board approve the extra work of the personnel mentioned hereinabove.

Date: December 11, 2012

Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.

Date: December 13, 2012

Superintendent: [Signature]
ACTION ADDENDUM  New/ Unfinished Business

ITEM: REVISION TO THE 2012-2013 SALARY SCHEDULE

Background Explanation:

1. Reinstatement of the reference to the Classified Information page to authorize for higher step placement at the Superintendent’s discretion.

Recommendation: It is recommended the Board approve the dissemination of the proposed revision to the 2012-2013 Salary Schedule as provided herein.

Date: December 11, 2012 Submitted by: Jennifer Sinder

The Superintendent concurs with this recommendation and submits same for Board consideration for approval.

12/13/2012 Date Superintendent
No supervising administrator shall be paid a salary less than an employee under his/her supervision.

Annual salaries for the indicated months of employment are based on the following numbers of working days per scholastic year:

<table>
<thead>
<tr>
<th>Months</th>
<th>Employment Days</th>
<th>Pay Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>182/183/187</td>
<td>September 15 – August 31</td>
</tr>
<tr>
<td>9.5</td>
<td>192</td>
<td>September 15 – August 31</td>
</tr>
<tr>
<td>10</td>
<td>197</td>
<td>September 15 – August 31</td>
</tr>
<tr>
<td>10</td>
<td>202</td>
<td>August 15 – July 31</td>
</tr>
<tr>
<td>11</td>
<td>222</td>
<td>August 15 – July 31</td>
</tr>
<tr>
<td>12</td>
<td>242</td>
<td>July 15 – June 30</td>
</tr>
</tbody>
</table>

For payroll purposes, annual salaries will be divided into twelve (12) equal payments (for certain job types annual salaries will be divided into twenty-four (24) payments).

The salary schedule of the Baldwin County Board of Education as set forth herein is predicated upon a school calendar that includes 180 instructional days and the number of employee work days as set forth in the preceding paragraph. In the event the number of instructional days is reduced as a result of legislative enactment, the Board reserves the right and ability to make corresponding reductions to the number of work days for Board employees together with a prorated reduction in compensation. Similarly, if as a consequence of legislative enactment the number of employee work days is reduced, the Board reserves the right and ability to reduce compensation on a prorated basis for all affected employees. In no event will any employee whose pay is subject to a state minimum salary schedule be paid less than the applicable state minimum salary schedule.

Employees with a bachelor’s degree on Ranks C, E, F, G, H, I, J, K, L, or P will receive an additional $195 monthly supplement for each month employed. Employees with a master’s degree or higher on Ranks C, E, F, G, H, I, J, K, L, or P will receive an additional $214 monthly supplement for each month employed. In addition, employees with an earned bachelor’s degree or higher on Ranks C, E, F, G, or P will be paid at Step 6 of that salary schedule. All degrees must be earned from a nationally accredited institution and be verified with an official transcript reflecting the degree conferred. Supplements will be prorated for less than full time employment. Social Worker’s, Occupational & Physical Therapists & RN’s, with earned master’s degree from a nationally accredited institution may be placed on the appropriate Social Worker, OT, PT & RN, Master’s salary schedule.

Employees moving from a lower salary schedule rank to a higher rank may begin at the first step that would not present an immediate within system decrease or as otherwise authorized by the superintendent. New hires will be placed on Step NEW or as otherwise authorized by the superintendent. Step placement will be lateral when moving from one salary schedule rank to another of equal or lower rank. RN/LPNs are placed on a step equal to applicable verified public K-12 experience as a school nurse. RN/LPNs will be placed on the appropriate step of the State Minimum Nurses Salary Schedule. No RN/LPN (barring any changes in job status) shall be paid less than the salary received in 2011-2012. Ranks A – L are ordered lowest to highest with Rank P and Z following Rank H and Ranks X & Y following Rank P.

The employee shall be responsible for insuring the correctness of his/her records. Errors found may be corrected for the current school term and the two preceding years, as appropriate.

Lunch breaks are not paid unless, in some instances, the employee is required to perform certain duties (e.g. student supervision) during that time. Full time equivalents for indicated positions are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hour/Day</th>
<th>Pay Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Driver</td>
<td>N/A</td>
<td>Monthly</td>
</tr>
<tr>
<td>Canteen</td>
<td>7</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>CNP Worker/Manager</td>
<td>6.5</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>Clerical/Custodial/Maintenance/Adm</td>
<td>8</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>RN/LPN</td>
<td>7.5</td>
<td>Monthly</td>
</tr>
<tr>
<td>Bus Aide</td>
<td>4</td>
<td>Monthly</td>
</tr>
<tr>
<td>Other Student Contact Classified Personnel</td>
<td>7</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

-4-

REGULAR BOARD MEETING  (Page 49 of 53)  12/13/2012 3:38:45 PM
ACTION AGENDA  (X) New ( ) Unfinished Business

ITEM: Owner/Architect Agreement for Roofing BCHS and RDHS

Background Explanation:

Staff has previously identified needs for roof replacement/upgrades at Baldwin County High School and Robertsdale High School. Staff would like to enter into an Owner/Architect Agreement with McKee and Associates Architecture and Interior Design for architectural services related to these projects.

Recommendation:

Recommend Board approval for the Superintendent to enter into the attached Owner/Engineer Agreement with McKee and Associates Architecture & Interior Design at 631 S. Hull Street, Montgomery, AL 36104 for a fee of 6.6% of the construction cost.

Date 12/1/12  Submitted by:  
Date  Submitted by:  
Date  Submitted by:  
Date  Submitted by:  
Date  Submitted by:  

The Superintendent concurs in this recommendation and submits the same for Board consideration for approval.

12/11/12  Superintendent of Education
AGREEMENT BETWEEN OWNER AND ARCHITECT

DATE of this AGREEMENT: 11/27/12

The OWNER(s): Baldwin County Board of Education 2600-A N Hand Avenue Bay Manette, Al. 36507

The ☑ ARCHITECT ☐ ENGINEER (substitute “Engineer” for “Architect” hereinafter)

McKee and Associates Architecture & Interior Design located at 631 S. Hull Street Montgomery, AL 36104

FEIN 63-1050528

The PROJECT: (Insert full description of Project, Location, Address and Scope)

Re-Roofing Baldwin County and Robertsdale High School

BUDGET: The ☑ Tentative ☐ Fixed amount budgeted by the Owner for the Cost of the Work is Three Million and 00/100 Dollars ($3,000,000.00).

BASIC SERVICES: Unless otherwise provided in the Special Provisions, the Architect shall render Basic Services A, B, C, D, and E for the above described Project in accordance with the “Standard Articles of the Agreement Between Owner and Architect”.

BASIC FEE: The Basic Fee to be paid the Architect shall be:

☒ the Fixed Fee of ______ Dollars ($______).

☐ determined as a percentage of the Cost of the Work, at the Basic Fee Rate of 6.6% percent.

PROJECT CLASSIFICATION: As defined in the current edition of Chapter 4 – Supplement of the “Manual of Procedures of the Alabama Building Commission” this Project is classified as follows:

☒ The Project is classified in Building Group III

☐ The Project is divided into Building Groups as stated in the Special Provisions of this Agreement

☐ The Project does not fall within a Building Group; see the Special Provisions of this Agreement.

DETERMINATION of the BASIC FEE:

☒ The Basic Fee has been determined in accordance with the current edition of Chapter 4 – Supplement of the “Manual of Procedures of the Alabama Building Commission”

☐ The Project is also classified as Major Renovation and the Basic Fee includes a ____% increase of the “Schedule of Basic Fee Rates” for Major Renovation per Chapter 4 – Supplement, Section D.

☐ The Basic Fee has been negotiated on the basis stated in the Special Provisions of this Agreement.

TIME PERIODS of the AGREEMENT:
a. Pursuant to Standard Article 9, the Architect may terminate the Agreement of the Project is postponed or delayed by the Owner for more than 12 months.

b. The Design Schedule of Standard Article 11:
   - 30 calendar days for Schematic Drawings;
   - 30 calendar days for Preliminary Drawings
   - 60 calendar days for Final Drawings

STANDARD ARTICLES:
By reference, the current edition of “Standard Articles of the Agreement Between Owner and Architect” (ABC Form B-2A) is incorporated herein as the terms, conditions, and requirements of this Agreement, subject only to such modifications or supplementation of the “Standard Articles” as may be stated as Special Provisions below.

SPECIAL PROVISIONS:

Article 1.1 Billing to be monthly based on percentage complete

Article 1.2 Article & Definition of Cost of the Work shall be amended as follows:
   It is hereby agreed that the cost of the work, to be used as the basis for determining fees for architectural services, specifically includes material costs paid direct by the Owner and sales tax savings that are realized from the use of a tax savings agreement. Therefore, any change order deductions for sales tax credit will not reduce the cost of the work when considering the architects basic fee.

Article 1.3 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

(If Special Provisions must be continued in a attachment, identify the attachment above.)
CONSULTANTS: Pursuant to Standard Article 10, the consultants to be employed by the Architect are:

Civil Engineer
Professional Engineering Consultants
#5935
Montgomery, AL

Structural Engineer
Weatherford & Associates
#11175
Montgomery, AL

Electrical Engineer
HM Younge & Associates
#25105
Mobile, AL

Mechanical Engineer
HM Younge & Associates
#25105
Mobile, AL

The Owner does hereby certify that the terms and commitments of the Agreement do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

<table>
<thead>
<tr>
<th>APPROVALS</th>
<th>CONTRACTING PARTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>McKee and Associates</td>
</tr>
<tr>
<td></td>
<td>By</td>
</tr>
<tr>
<td></td>
<td>Signature of Owner of Firm Walter T. McKee Jr., Owner</td>
</tr>
<tr>
<td></td>
<td>Name &amp; Title</td>
</tr>
<tr>
<td>STATE OF ALABAMA BUILDING COMMISSION (Not Required for locally-funded SDE projects)</td>
<td>Baldwin County Board of Education</td>
</tr>
<tr>
<td>By</td>
<td>By</td>
</tr>
<tr>
<td></td>
<td>Name &amp; Title Dr. Alan T. Lee-Superintendent</td>
</tr>
<tr>
<td></td>
<td>Owner</td>
</tr>
</tbody>
</table>

Page 3 of 3