CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

RECOGNITION OF VISITORS

LETTER OF COMMENDATION

APPROVAL OF MINUTES

October 24, 2013 (Regular)

DELEGATIONS

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. **BIDS/PROPOSALS:** The superintendent recommends adoption of a motion "to approve the bids, bid extensions and proposals for goods and services for the system as stipulated in the agenda exhibit."

   Exhibit: pp 8-19

3. **PUBLIC WORKS:** The superintendent recommends adoption of a motion "to rescind the bid award to James H. Adams & Sons Construction, LLC, for the Bay Minette Intermediate School Drainage Project as stipulated in the agenda exhibit."

   Exhibit: pp 20-20

4. **APPROVAL OF NEW BOARD POLICY #988 MEDICATION CURRICULUM:** The superintendent recommends adoption of a motion "to approve new Board Policy #988 Medication Curriculum as stipulated in the agenda exhibit."
5. **APPROVAL OF REVISED BOARD POLICY #915 PUPIL CONDUCT**: The superintendent recommends adoption of a motion "to approve revised Board Policy #915 Pupil Conduct as stipulated in the agenda exhibit."

Exhibit: pp 22-23

6. **DISSEMINATION OF NEW BOARD POLICY #986 SECLUSION OR RESTRAIN OF STUDENTS**: The superintendent recommends adoption of a motion "to approve the dissemination of new Board Policy #986 to local schools and organizations for input as stipulated in the agenda exhibit."

Exhibit: pp 24-26

7. **APPROVAL OF SOFTWARE PURCHASE AGREEMENT - ENGRADE INC**: The superintendent recommends adoption of a motion "to authorize the Superintendent to enter into a software purchase agreement with Engrade Inc, to be paid from Digital Renaissance Funds, as stipulated in the agenda exhibit."

Exhibit: pp 27-37

8. **APPROVAL OF SOFTWARE PURCHASE AGREEMENT - ROSETTA STONE**: The superintendent recommends adoption of a motion "to authorize the Superintendent to enter into a software purchase agreement with Rosetta Stone, to be paid from Digital Renaissance Funds, as stipulated in the agenda exhibit."

Exhibit: pp 38-41

9. **APPROVAL OF SOFTWARE PURCHASE AGREEMENT - SlateXP**: The superintendent recommends adoption of a motion "to authorize the Superintendent to enter into a software purchase agreement with SlateXP, to be paid from Digital Renaissance Funds, as stipulated in the agenda exhibit."

Exhibit: pp 42-45

10. **RENEWAL OF LEASE AGREEMENT WITH FAITH OUTREACH MINISTRY**: The superintendent recommends adoption of a motion "to authorize and direct the Board President and Superintendent to enter in a lease agreement with Faith Outreach Ministry for the use of Vaughn Elementary School as stipulated in the agenda exhibit."

Exhibit: pp 46-60

11. **ADMINISTRATIVE APPOINTMENT**: The superintendent recommends adoption of a motion "to approve the administrative appointment as provided to board members under separate cover."

Exhibit: pp (Item Only)

12. **LEAVES OF ABSENCE OF PERSONNEL**: The superintendent recommends adoption of a motion "to approve the leaves of absence of personnel as listed in the agenda exhibit."
13. **RETIREMENT AND RESIGNATIONS OF PERSONNEL:** The superintendent recommends adoption of a motion "to approve the retirement and resignations of personnel as listed in the agenda exhibit."

Exhibit: pp 61-61

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

Exhibit: pp 62-63

15. **EMPLOYMENT OF PERSONNEL:** The superintendent recommends adoption of a motion "to approve the employment of personnel as listed in the agenda exhibit."

Exhibit: pp 64-64

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

Exhibit: pp 65-66

**INFORMATION AGENDA**

**SUPERINTENDENT AND STAFF REPORTS**

1. Financial Statements: Each board member was given a copy of the final September 13 and the preliminary October 13 financial statements. Bank reconciliations for the September 13 statements have been performed and reconciled to the accounting records.

Attachment: pp (Item Only)

**NEWS MEDIA QUESTIONS**
**ACTION AGENDA (___New/___Unfinished Business)**

**ITEM: STATEMENTS FROM STONE, GRANADE & CROSBY LAW FIRM**

**Background Explanation:**

Attached are statements from Stone, Granade & Crosby Law Firm totaling $36,640.43 for professional services performed in October 2013.

**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.

11/14/2013

Date

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

Billing Recap - October 2013  
Special Education/Student Personnel Matters

11 209 - Services $1,610.00 plus $33.90 expenses $1,643.90
13 235 - Services $3,430.00 plus $147.56 expenses 3,577.56
13 374 - Services $543.00 plus $13.26 expenses 556.26
13 381 - Services $266.00 plus $10.61 expenses 276.61
13 397 - Services $420.00 plus $5.40 expenses 425.40

TOTAL AMOUNT DUE $6,479.73
LESS COURTESY DISCOUNT 200.00
TOTAL AMOUNT DUE $6,279.73
Baldwin County Board of Education  
2600-A North Hand Avenue  
Bay Minette, Alabama 36507

Billing Recap - October 2013  
Personnel Matters and Hearings and Appeals

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>09 452</td>
<td>Ellen Dean - Services</td>
<td></td>
<td></td>
<td>$140.00</td>
</tr>
<tr>
<td>12 288</td>
<td>Harold Davis - Services</td>
<td></td>
<td></td>
<td>$84.00</td>
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<tr>
<td>13 247</td>
<td>- Services</td>
<td></td>
<td></td>
<td>$49.00</td>
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<td>13 273</td>
<td>Burch, Sandra - Services</td>
<td></td>
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<td>$182.00</td>
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<tr>
<td>13 292</td>
<td>Lee Mansell - Services</td>
<td></td>
<td></td>
<td>$1,764.00 plus $172.19 expenses</td>
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<tr>
<td>13 298</td>
<td>LeBaren Bast - Services</td>
<td></td>
<td></td>
<td>$322.00</td>
</tr>
<tr>
<td>13 321</td>
<td>Stiles, Maree - Services</td>
<td></td>
<td></td>
<td>$8,393.00 plus $292.15 expenses</td>
</tr>
<tr>
<td>13 350</td>
<td>- Services</td>
<td></td>
<td></td>
<td>$112.00</td>
</tr>
<tr>
<td>13 363</td>
<td>Penny Bailey EBOC Complaint - Services</td>
<td></td>
<td></td>
<td>$2,268.00 plus $142.30 exp.</td>
</tr>
<tr>
<td>13 377</td>
<td>Barnett Litigation - Services</td>
<td></td>
<td></td>
<td>$476.00 plus $7.17 expenses</td>
</tr>
<tr>
<td>13 426</td>
<td>Gilmore, Jennifer - Services</td>
<td></td>
<td></td>
<td>$182.00</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT DUE** ............ $14,585.81  
**LESS COURTESY DISCOUNT** ........ 600.00  
**TOTAL AMOUNT DUE** ............ $13,985.81
November 13, 2013

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

Billing Recap - October 2013

08 16101 - J. F. Pate - Services $5,670.00 plus $55.41 expenses $5,725.41

13 100 - 2013 General - Services $7,784.00 plus $110.97 expenses 7,894.97

13 195 - Social Media Policy - Services $826.00 plus $140.24 expenses 966.24

13 378 - Weapons Policy - Services $924.00 924.00

13 391 - Sp. Ft. Elementary Basement - Services $112.00 112.00

13 413 - 2013 Curriculum - Services $784.00 plus $94.27 expenses 878.27

13 418 - Medicaid Adm. Claims Program - Services $350.00 350.00

13 427 - 2013 Board Procedures - Services $224.00 224.00

TOTAL AMOUNT DUE .............. $17,074.89
LESS COURTESY DISCOUNT ...... 700.00
TOTAL AMOUNT DUE .............. $16,374.89
ACTION AGENDA (X)New ( ) Unfinished Business

ITEM: BIDS/PROPOSALS

Background Explanation:

Recommendations for a number of bids are provided for board review and approval.

Recommendation:

Bid Extension:

24-11-2012, CNP-Produce: Recommend extending bid for an additional year ending September 20, 2014, with Big Charlie’s Produce Company, 2243 Halls Mill Road, Mobile, AL 36606. Expenditures are on an as needed basis.

29-10-2011, CNP-Small Wares: Recommend extending bid for an additional year ending September 20, 2014, with Atlanta Fixture, 3185 Northeast Expressway, Atlanta, GA 30341. Expenditures are on an as needed basis.

15-11-2012, Generator Repair Services: Recommend extending bid for an additional year ending June 30, 2014, with Taylor Power Systems, 6425 Rangeline Road, Theodore, AL 36582. Expenditures are on an as needed basis.

Bids:

02-13-2014, CNP-Dish Machine (DLTE): Recommend award to the lowest bidder meeting specifications, Mobile Fixture, 1155 Montlimar Drive, Mobile, AL 36609 for a bottom line total of $36,250.

05-13-2014, Regular Buses: Recommend award to overall low bidder meeting specifications, Ward International, Inc., PO Box 5375, Mobile, AL 36605 for approximately 48 buses with 10 year drive train warranty at a cost of $72,415.50 per bus.

06-13-2014, A/C Equipped Buses: The recommendation is to award the lowest bidder, Ward International Trucks, PO Box 5375, Mobile, AL 36605 for 5 buses with 10 year drive train warranty to be purchased for a cost of $87,821 each.

08-13-2014, Carpentry Services: The recommendation is to award the lowest bidder, Cooper Construction, 21064 Zinner Road, Robertsdale, AL 3657 be utilized on an as needed basis.

09-13-2014, HVAC Filters: Recommend award to bidder meeting specifications, Camfil USA, Inc., 104 38th Street North, Birmingham, AL 35222 for an individual price of $627.21 per filter.
The Superintendent concurs in this recommendation and submits the same for Board consideration for approval.

11/14/2013

Superintendent of Education
Baldwin County Board of Education
Purchasing Department
Recommendation for Award of Bid

Date: November 7, 2013

No./Title: 02-13-2014
CNP-Dish Machine (DLTE)

Opening: Thursday, November 7, 2013, 10:30 A.M.

Vendor(s)/Contractor(s) Recommended
For Award: Mobile Fixture

Location(s): Delta Elementary

Public Announcement: ☐ Mail ☐ Newspaper ☐ Web Site ☑ Other
Describe: Bulletin Board

Contract Period: Single Purchase

Received Bid Results: 19 bid invitations send out
3 vendors responded

Describe any unusual circumstances regarding bid:

Did low bidder submit a responsive/responsible bid meeting all specifications?
☑ Yes ☐ No
If No, explain why specifications were not met:

Budget funds available for item(s) bid:
Child Nutrition Funds

Purchasing Department Recommends Award:

Recommendation by User Department in Bid File
TABULATION
Baldwin County Board of Education

Bid No.: 02-13-2014 Title: Dish Machine (DLTE)
Bid Open Time: 10:30 am CST Date: November 7, 2013

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Item #1 Dishwasher</th>
<th>Item #2 Disposer</th>
<th>Item #3 Water Softening System</th>
<th>Item #4.A Solid Dish Table</th>
<th>Item #4.B Clean Dish Roller Table</th>
<th>Item #4.C Mobile Soak Sinks</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel &amp; Restaurant Supply</td>
<td>$21,655.50</td>
<td>$2,426.60</td>
<td>$2,234.05</td>
<td>$3,701.00</td>
<td>$3,701.00</td>
<td>$3,699.60</td>
<td>$37,417.75</td>
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<tr>
<td>Mobile Fixture</td>
<td>$20,388.00</td>
<td>$2,000.00</td>
<td>$2,234.00</td>
<td>$11,626.00</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$36,250.00</td>
</tr>
<tr>
<td>Atlanta Fixture</td>
<td>No Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Birmingham Restaurant Supply</td>
<td>$24,926.00</td>
<td>$3,140.00</td>
<td>$12,965.00</td>
<td>$15,850.00</td>
<td>$0</td>
<td>$0</td>
<td>$56,881.00</td>
</tr>
</tbody>
</table>

Opened by: [Signature]  Tabulated by: [Signature]
Baldwin County Board of Education
Purchasing Department
Recommendation for Award of Bid

Date: November 6, 2013

No/Title: 05-13-2014
Regular Buses

Opening: Wednesday, November 6, 2013, 10:00 A.M.

Vendor(s)/Contractor(s) Recommended For Award: Ward International

Location(s): System Wide

Public Announcement: ☑ Mail ☐ Newspaper ☐ Web Site ☑ Other
Describe: Bulletin Board

Contract Period: Single Purchase

Received Bid Results: 6 bid invitations send out
2 vendor responded

Describe any unusual circumstances regarding bid:

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

If No, explain why specifications were not met:

Budget funds available for item(s) bid:
Transportation

Purchasing Department Recommends Award: [Signature]

Recommendation by User Department in Bid File
TABULATION
Baldwin County Board of Education.

Bid No.: 05-13-2014Title: Regular Buses
Bid Open Time: 10:00 am CST Date: November 6, 2013

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bus</th>
<th>5 Yr. Warranty Bumper to Bumper</th>
<th>10 Yr. Warranty Engine &amp; Drivetrain</th>
<th>Payment Process Agreement (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Worx Blue Bird</td>
<td>$70,674.00</td>
<td>$2,500.00</td>
<td>$4,050.00</td>
<td>Y</td>
</tr>
<tr>
<td>Ward International Trucks, Inc.</td>
<td>$67,865.50</td>
<td>*Based on Mileage (See Bid Response)</td>
<td>$4,550.00</td>
<td>Y (Additional Price)</td>
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<tr>
<td>Empire Truck Sales, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Land Trucks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation South</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Opened by: [Signature] Tabulated by: [Signature]
Baldwin County Board of Education
Purchasing Department
Recommendation for Award of Bid

Date: November 6, 2013

No./Title: 06-13-2014
A/C Equipped Buses

Opening: Wednesday, November 6, 2013, 10:30 A.M.

Vendor(s)/Contractor(s) Recommended
For Award: Ward International

Location(s): System Wide

Public Announcement: ☐ Mail ☐ Newspaper ☐ Web Site ☑ Other
Describe: Bulletin Board

Contract Period: Single Purchase

Received Bid Results: 5 bid invitations sent out
3 vendor responded

Describe any unusual circumstances regarding bid:

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

If No, explain why specifications were not met:

Budget funds available for item(s) bid:
Transportation

Purchasing Department Recommends Award: □

Recommendation by User Department in Bid File
# TABULATION

Baldwin County Board of Education

Bid No.: 06-13-2014 Title: A/C Equipped Buses  
*Bid Open Time: 10:30 am CST Date: November 6, 2013*

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bus</th>
<th>5 Yr. Warranty Bumper to Bumper</th>
<th>10 Yr. Warranty Engine &amp; Drivetrain</th>
<th>Payment Process Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Worx Blue Bird</td>
<td>$85,393.00</td>
<td>$2,500.00</td>
<td>$4,050.00</td>
<td>Y</td>
</tr>
<tr>
<td>Ward International Trucks, Inc.</td>
<td>$83,271.00</td>
<td><em>Based on Mileage (See Bid Response)</em></td>
<td>$4550.00</td>
<td>Y</td>
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<tr>
<td>Empire Truck Sales, LLC</td>
<td>No Bid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Land Trucks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation South</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Opened by: C. *Signature*  
Tabulated by: Mardena *Signature*
Baldwin County Board of Education
Purchasing Department
Recommendation for Award of Bid

Date: November 7, 2013

No./Title: 08-13-2014
Carpentry Services

Opening: Thursday, November 7, 2013, 10:00 A.M.

Vendor(s)/Contractor(s) Recommended
For Award: Cooper Construction

Location(s): System Wide

Public Announcement:
☐ Mail  ☐ Newspaper  ☐ Web Site  ☑ Other
Describe: Bulletin Board

Contract Period: 3 Years

Received Bid Results:
4 bid invitations send out
2 vendors responded

Describe any unusual circumstances regarding bid:

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

If No, explain why specifications were not met:

Budget funds available for item(s) bid:
Sales Tax

Purchasing Department Recommends Award: [Signature]

Recommendation by User Department in Bid File
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Payment</th>
<th>Base Rate</th>
<th>Overtime Rate</th>
<th>Additional Help Hour Rate</th>
<th>Additional Help Overtime Rate</th>
<th>Labor Rate</th>
<th>Barter Rate</th>
<th>Vendor</th>
<th>Rate</th>
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<td>MCKINLEY CONSTRUCTION</td>
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<tr>
<td>VAIL CONSTRUCTION</td>
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<tr>
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<td>Y</td>
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<tr>
<td>COOPER CONSTRUCTION</td>
<td>Y</td>
<td>$350.00</td>
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<td></td>
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</tr>
</tbody>
</table>

The tabulation is for Baldwin County Board of Education.
Baldwin County Board of Education
Purchasing Department
Recommendation for Award of Bid

Date: November 12, 2013

No./Title: 09-13-2014
HVAC Filters

Opening: Tuesday, November 12, 2013, 10:00 A.M.

Vendor(s)/Contractor(s) Recommended For Award: Camfil USA, Inc.

Location(s): System Wide

Public Announcement: ☐ Mail ☐ Newspaper ☐ Web Site ☑ Other
Describe: Bulletin Board

Contract Period: 1 Year (with option to extend for an additional 2 years)

Received Bid Results: 17 bid invitations send out
3 vendors responded

Describe any unusual circumstances regarding bid:

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

If No, explain why specifications were not met:
Low bids did not meet specifications

Budget funds available for item(s) bid:
Sales Tax

Purchasing Department Recommends Award: [Signature]

Recommendation by User Department in Bid File

REGULAR BOARD MEETING (Page 18 of 66) 11/15/2013 3:02:43 PM
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>PRICE (CASE)</th>
<th>PRICE (EACH)</th>
<th>TOTAL</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>PAIR AIR COMPANY</td>
<td>5409.97</td>
<td>5339.51</td>
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<tr>
<td>CAMEL PARK</td>
<td>62721</td>
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<tr>
<td>FLETCHER SERVICES COMPANY</td>
<td>8414.50</td>
<td>53479</td>
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</table>

Baldwin County Board of Education

TABULATION

Bid No: 09-13-034744; HVAC Projects

Bid Open Date: 10:00 am CST Date: November 12, 2013

Opened By: \[Signature\]
Tabled by: \[Signature\]
ACTION AGENDA  (X)New()Unfinished Business

ITEM: PUBLIC WORKS

Background Explanation:

A solicitation was issued for Bay Minette Intermediate School Drainage Project and approved by the Board on April 18, 2013. It has since come to our attention that the bids were let prior to final approval of the plans and specifications of the Alabama Building Commission (ABC). ABC constraints require that bids be taken after final approval.

Recommendation:

We are requesting the approval to rescind the award of Bay Minette Intermediate Drainage to James H. Adams & Sons Construction, LLC, Bid PW 3-12-2013.

Date 11/14/13  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 submits the same for Board consideration for approval.

11/14/2013
Date

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

ITEM: APPROVAL OF NEW BOARD POLICY #988 MEDICATION CURRICULUM

Background Explanation:

Proposed new Board Policy #988 Medication Curriculum was disseminated to local schools and organizations for input.

#988 MEDICATION CURRICULUM

The Baldwin County Board of Education has adopted the Alabama Department of Education Prevention and Support, Health Services Medication Curriculum titled, Teach Unlicensed School Personnel How to Assist with Medication in the School Setting. The Medication Curriculum is available for review in the Health Services Administrative Office and in all School Health Rooms.

Recommendation:

It is recommended that the board approve new Board Policy #988 Medication Curriculum as stipulated herein.

Date: November 14, 2013 Submitted by: Linda Jones

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

11/14/2013 Date

Superintendent
ACTION AGENDA (X New/ Unfinished Business)

ITEM: APPROVAL OF REVISED BOARD POLICY #915 PUPIL CONDUCT

Background Explanation:

The proposed revision to Board Policy #915 Pupil Conduct was disseminated to local schools and organizations for input.

Recommendation:

It is recommended that the board approve revised Board Policy #915 Pupil Conduct as stipulated herein.

Date: __________________________ Submitted by: __________________________

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

11/14/2013 __________________________
Date Superintendent
policy. Professional school personnel shall organize and maintain programs of education designed to make pupils fully aware of the hazards of smoking and use of tobacco.

Students caught using or having in their possession tobacco in any form on the school grounds are subject to suspension or other disciplinary action.

Students using or having in their possession any artificial vapor cigarette or heating device will be considered to be in violation of this policy.

H. Unlawful Assembly

The blocking of halls, passageways, stairs, doorways, or other school property constitutes a hazard to the welfare and safety of other students and school personnel and is disruptive to the educational process. Conduct or students or assembly of students which disrupts the educational process is prohibited.

(Board Approved – February 15, 1996)
ACTION AGENDA (X_New/____Unfinished Business)

ITEM: DISSEMINATION OF NEW BOARD POLICY #986 SECLUSION OR RESTRAINT OF STUDENTS

Background Explanation:

Attached is proposed new board policy #986 Seclusion or Restraint of Students.

Recommendation:

It is recommended that the board approve the dissemination of new board policy #986 Seclusion or Restraint of Students to local schools an organizations or input as stipulated herein.

Date: __________________________ Submitted by: ______________________________

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

11/14/2013
Date

Superintendent
SECLUSION OR RESTRAINT OF STUDENTS

The Baldwin County Board of Education requires that all schools and programs within the school district comply with State Board of Education Rule 290-3-1-.02(1)(f) regarding the use of “seclusion” or “restraint,” as those terms are defined within the rule.

Seclusion, Mechanical Restraint, Chemical Restraint
The Board prohibits the use of seclusion, mechanical restraint and chemical restraint as those terms are defined in State Board of Education Rule 290-3-1-.02(1)(f).

Physical Restraint
This policy is not intended to prevent the use of physical restraint in limited circumstances where a student is an immediate danger to himself or others and the student is not responsive to less intensive behavioral interventions, including verbal directives or other de-escalation techniques. Physical restraint is prohibited as a form of discipline or punishment.

The Board of Education recognizes that in determining when and how to implement this policy and any procedures related to it, educators will be required to exercise their professional judgment and discretion. Therefore, this policy is not intended to be construed as imposing ministerial duties on individual employees. Further, it is not intended to interfere with the duties of law enforcement or emergency medical personnel.

For schools and programs within the school district that use physical restraint as defined within the State Board of Education rule, the Superintendent or designee shall develop and implement written procedures governing its use, which shall include, at a minimum, the following:

1. Staff and faculty training on the use of physical restraint and the Board’s policy and procedures related thereto;

2. Documentation in written or electronic form of staff and faculty training on the use of physical restraint, including a list of participants in each training, which list must be made available to the Alabama Department of Education or any member of the public upon request;

3. Written parental notification of the use of physical restraint within a reasonable time, not to exceed one school day from the date of the incident;

4. Documentation of the use of physical restraint and a debriefing session held by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained;

5. Periodic review of the use of restraint and the documentation described in paragraph 4 above;

6. Annual reporting to the Board of the use of restraint and the accompanying documentation, as well as any prohibited use of seclusion and chemical, mechanical or physical restraint;
7. Annual submission to the Alabama Department of Education of the documentation submitted to the Board in accordance with paragraph 6; and

8. Inclusion of the procedures in the Board’s Code of Conduct and/or the student handbooks.
ACTION AGENDA ( X New/ Unfinished Business)

ITEM: APPROVAL OF SOFTWARE PURCHASE AGREEMENT – ENGRADE INC

Background Explanation:

Engrade Inc. will provide Software as Service (SaaS/hosting) to integrate all school assessment data, including INow, Global Scholar, STAR, PLAN, and ARMT, iStation and many other applications. Part of the integration is to provide a single sign-on for the numerous applications our teachers and students use on a daily basis. Purchase will be paid from Digital Renaissance Funds.

Recommendation:

It is recommended that the board allow the Superintendent to enter into the software purchase agreement with Engrade Inc., to be paid from Digital Renaissance Funds, as stipulated herein.

Date: November 14, 2013                  Submitted by: Homer Coffman

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

11/14/2013 Date
Superintendent
ENGRAGE, INC
SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This Software as a Service (SaaS) Agreement ("Agreement") is effective as of September 10, 2013 ("Effective Date") and is made by and between Engrade, Inc., a Delaware corporation located at 2800 28th Street, Suite 306, Santa Monica, CA 90405 ("Engrade"), and Baldwin County School District, located at 2600 North Hand Avenue, Bay Minette, AL 36507.

Engrade is offering to select school districts and other educational organizations Internet based access to and use of the premium version of Engrade's software solution as described in Exhibit A and accessible at www.engradepro.com or as otherwise directed by Engrade (the "Engrade Solution"). Customer desires to access and use the Engrade Solution and Engrade desires to give Customer such access to and use of the Engrade Solution, subject to the terms and conditions in this Agreement. The parties hereby agree as follows:

1. ACCESS; ACTIVATION DATE; USERS.

1.1 Access and Activation Date. Subject to the terms and conditions of this Agreement, Engrade agrees to provide Customer with access to the Engrade Solution commencing on the Activation Date listed in Exhibit A for use at all schools and facilities within Customer's Solely or network, or as otherwise agreed in writing by Engrade and Customer (the "Facilities"). Engrade shall use its reasonable efforts to make the Engrade Solution available to Customer online on or about the Activation Date.

1.2 Users. Customer shall facilitate access to the Engrade Solution for Customer's teachers, school administrators, students, parents and other employees at each Facility that Customer wants to have such access (collectively, "Users"), and shall use its best efforts to promote sign-up and use of the Engrade Solution by such Users.

1.3 Customer and Third Party Systems. Customer and Engrade may agree to use any Engrade Solution to act as a portal to, or otherwise provide an interface to or integration with, certain systems of Customer and/or third parties (each, a "Non-Engrade System"). The parties shall document such use in Exhibit A (as such exhibit may be amended from time to time during the Term (as defined below) by the parties). Notwithstanding anything expressed or implied in this Agreement, Engrade shall have no responsibility or liability of any nature whatsoever under this Agreement regarding any such Non-Engrade System, nor any liability for any failure of the Engrade Solution, or any other failure or problem that arises hereunder, that is attributable to any such Non-Engrade System.

2. LICENSE AND RESTRICTIONS.

2.1 License Grant. Subject to the terms and conditions of this Agreement, Engrade hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Engrade Solution solely for Customer's internal education-related purposes at the Facilities and not for the benefit of any other person or entity or any other facility or location. API key is available at the discretion of Engrade to authorized IT / technical representatives from the district.

2.2 License Restrictions. Customer shall not, directly or indirectly, and Customer shall not permit any User to, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object codes, source codes or underlying ideas or algorithms of the Engrade Solution; (ii) modify, translate, or create derivative works based on any element of the Engrade Solution or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Engrade Solution; (iv) use the Engrade Solution for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer at the Facilities; (v) remove any proprietary notices from Engrade materials furnished or made available to Customer; (vi) publish or disclose to third parties any evaluation of the Engrade Solution without Engrade's prior written consent; (vii) use the Engrade Solution for any purpose other than its intended purpose, or (viii) use or access the Engrade Solution from or for the benefit of any facility or location, other than the Facilities.

3. PASSWORDS; SECURITY.

3.1 Passwords. Engrade will either issue to Customer or authorize a Customer administrator to create and issue to each User, a user identification number and/or password for access to and use of the Engrade Solution. Customer and its Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the User to which it was issued. Customer is solely responsible for any and all activities that occur under Customer's account. Customer will restrict its Users from sharing passwords. Customer agrees to immediately notify Engrade of any unauthorized use of Customer's account, any user identification number and/or password, or any other breach of security known to Customer. Engrade shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

3.2 Customer Data Defined. For purposes of this Agreement, the term "Customer Data" means and is limited to personally identifiable information about Customer's Users (e.g., name, phone number, address, etc.). The term "Customer Data" does not include, without limitation, (a) information or data that is used by Engrade in a manner that does not disclose Customer Data when not combined with any personally identifiable information about the User, (b) data obtained by Engrade from third parties, and (c) aggregation of data and information stored or processed by the Engrade Solution in each case where no Customer Data is included in the aggregation ("Aggregated Statistics"). None of the foregoing (a) - (c) shall be considered Customer's Confidential Information.
3.3 Security. Engrade will deploy reasonable security precautions intended to protect against unauthorized access to any Customer Data stored on the Engrade Solution. Engrade will exercise reasonable efforts to deploy corrections within the Engrade Solution for security breaches made known to Engrade.

3.4 No Circumvention of Security. Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the Engrade Solution. Customer will immediately notify Engrade of any breach, or attempted breach, of security known to Customer.

3.5 Additional Compliance. Engrade and Customer each represent and warrant that it will comply with Children’s Online Privacy Protection Act (COPPA) and the Children’s Internet Protection Act (CIPA), to the extent such laws are applicable to the respective party’s actions under the Agreement. Customer shall be responsible for establishing or requesting that Engrade establish student accounts for access to the Engrade Solution and shall ensure that it has obtained any necessary and appropriate consent from students to establish such accounts; Engrade will not establish any student accounts except as directed by Customer. The parties agree that Engrade may rely on Customer to obtain the necessary and appropriate consent from students for such students’ use or access to the Engrade Solution.

4. Support and Training.

4.1 Support and Training. Engrade will provide to Customer the support services and training services as described in Exhibit A. Engrade support and account management team may access any User or Customer account to provide any services to Support this Agreement.

5. Customer Obligations.

5.1 Hardware/Software. Customer is responsible for (i) obtaining, deploying and maintaining all computer hardware, software and communications equipment needed to access and use the Engrade Solution, (ii) continuing with third parties that provide services related to Customer being able to access and use the Engrade Solution (e.g., ISPs, telecommunications, etc.) and (iii) paying all third-party fees and access charges incurred while accessing and using the Engrade Solution. Engrade will not be required to supply any hardware, software or equipment to Customer by reason of this Agreement.

6. Consideration. As consideration for the rights granted to Customer hereunder, Customer agrees to pay all fees listed in Exhibit B. Customer also agrees that Engrade may use Customer’s name in connection with Engrade’s promotion and marketing of the Engrade Solution and Engrade’s related products and services, including but not limited to as part of its list of customers, as a user and customer of the Engrade Solution, in press releases and marketing materials relating to the Engrade Solution, and on Engrade’s website.

7. Ownership.

7.1 Engrade Solution. As between Engrade and Customer, all right, title and interest in the Engrade Solution and any other Engrade materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Engrade Solution, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Engrade or Engrade’s licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Engrade all ideas, feedback and suggestions made by Customer or its Users to Engrade regarding the Engrade Solution (collectively, “Feedback”) and all intellectual property rights in the Feedback. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as Engrade may reasonably request, to perfect such ownership of the Feedback. To the extent any of the rights, title and interest in and to Feedback or intellectual property rights therein cannot be assigned by Customer to Engrade, Customer hereby grants to Engrade an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest. Except for the express licenses granted in Section 2.1 (License Grant), there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Engrade.

7.2 Customer Data. As between Engrade and Customer, all right, title and interest in (i) the Customer Data, (ii) other information input into the Engrade Solution by Customer (collectively, “Other Information”) and (iii) all intellectual property rights in each of the foregoing, belong to and are retained solely by Customer. Customer hereby grants to Engrade a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics.

7.3 Aggregated Statistics. As between Engrade and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Engrade. Customer acknowledges that Engrade may (i) compile Aggregated Statistics based on Customer Data, Other Information, and information input by Customer, its Users and students into the Engrade Solution and (ii) selling or otherwise distributing such Aggregated Statistics to third parties, including without limitation to other customers. For the avoidance of doubt, Aggregated Statistics will not include any Customer Data or data or information about Customer (e.g., the identity of Customer, address, phone number, etc.).

7.4 Student Records. With respect to any access to Engrade by any “education records” (as such term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 et seq. (“FERPA”)) held by Customer under or in connection with this Agreement, Engrade shall be acting as a legal agent (“school official”) of Customer. As between the Parties, any information protected by FERPA submitted to Engrade by Customer in connection with this Agreement shall be deemed the Confidential Information of Customer subject to Section 9. Engrade agrees to comply with FERPA and agrees not to share or disclose any FERPA protected information with any third party except as permitted by FERPA or as authorized or permitted by Customer.
8. TERM AND TERMINATION.

8.1 Term; Renewal. Initial term commences on the Effective Date and ends on June 30, 2014 ("Term").

8.2 Termination for Breach. Either party may terminate this Agreement upon written notice if the other party has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of written notice from the non-breaching party specifying the breach.

8.3 Customer Conduct. Engrade may suspend or terminate Customer’s and Users’ access to the Engrade Solution, at Engrade’s sole option and such suspension or termination will continue until the applicable issue is resolved.

8.4 Effect of Termination. Engrade shall not be liable to Customer or any third party for Engrade’s suspension or termination of Customer’s access to, or right to use, the Engrade Solution as such termination or suspension is authorized under this Agreement. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or Engrade, (i) Customer’s right to access and use the Engrade Solution shall immediately cease, (ii) Customer and its Users’ access to the Engrade Solution will terminate and (iii) Customer shall cease accessing and using the Engrade Solution and Engrade may take such actions to preclude such access and use.

8.5 Survival. The following Sections of this Agreement shall survive the termination of this Agreement: Sections 6 (Consideration), 7 (Ownership) 8 (Term and Termination), 9 (Confidentiality), 10 (Warranty Disclaimers), 11 (Limitation of Liability), and 12 (Governing Law).

9. CONFIDENTIALITY.

9.1 Obligations. Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto as well as the Engrade Solution. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

9.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoenas, orders, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

9.3 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party’s Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

10. NO WARRANTY; DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENGRADE AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL, AND MAKE NO, WARRANTIES (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ENGRADE DOES NOT WARRANT THAT THE ENGRADE SOLUTION WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION OF THE ENGRADE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE.

11. LIMITATION OF LIABILITY.

11.1 Limitation on Direct Damages. IN NO EVENT SHALL ENGRADE’S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES (IF ANY) PAID BY CUSTOMER TO ENGRADE HEREBUNDER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

11.2 Waiver of Consequential Damages. IN NO EVENT SHALL ENGRADE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT
LIABILITY OR OTHERWISE, EVEN IF ENGRADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Essential Purpose. Customer acknowledges that the terms in this Section 11 are essential bases of the bargain described in this Agreement and that, were Engrade to assume any further liability, Engrade would charge Customer fees for the rights granted to Customer hereunder.

12. GENERAL. Engrade may subcontract to third parties some or all of Engrade's obligations under this Agreement. All notices to a party shall be in writing and sent to the addresses specified in above or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement may not be assigned or transferred by Customer without Engrade's prior written consent. Any assignment in derogation of the foregoing is null and void. Engrade may freely assign or transfer this Agreement. This Agreement shall inure to the benefit of each party's successors and permitted assigns. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. The failure of Engrade to require performance by Customer of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Engrade of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Except as otherwise provided herein, this Agreement may be amended or superseded only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the state of California, excluding its conflict of laws rules. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. Neither party shall be in breach of this Agreement if its failure to perform any obligation under this Agreement is caused by events or conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third party Internet Service Interruptions or slowdowns, vandalism, or “hackor” attacks, acts of terrorism or governmental demands or requirements. Pre-printed terms and conditions on or attached to any Customer purchase order or other document shall be of no force or effect.
By signing below, you represent that you are authorized to sign on behalf of the applicable party.

CUSTOMER:  
Name: ________________________________  
Title: ________________________________  
Signature: ____________________________

ENGRADEx, INC.  
Name: ________________________________  
Title: ________________________________  
Signature: ____________________________
Exhibit A

Activation Date: December 1, 2013

Engage Solution shall include the following:

• Engage: Improve
  o Common Core assessment data aggregation and reporting
  o Integration of all current Baldwin County assessment vendor data, including Global Scholar*, STAR*, DIBELS*, Aspire*, and legacy Explore*, PLAN*, and ARMT* data.
  o Data dashboards
  o Link to Engage: Teach for data-informed instructional activity assignments

• Engage: Core Book
  o Standards-based Grade Book

• Engage: Teach
  o Common Core-Driven Lesson Planning Tool
  o Single-Sign-On access to Baldwin’s available electronic curriculum resources, including Discovery Education and others as mutually agreed upon.
  o Student and Parent views of daily learning activities

• Engage: Assessment
  o Functionality to allow for the development of Technology-Enhanced Items from scratch by teachers or administrators for use as interim or SLO assessments
  o Online delivery and scoring of assessments
  o Integration of BCBE-licensed item-bank providers (i.e., NWEA*)
  o Import of assessment item meta-data using QTI

• Roster integration with iNow*
  o Monday-Friday nightly roster sync with iNow via Engage’s standard roster ingestion format.

Engage will provide Customer with a milestone-based project plan for 3rd party integrations (draft project plan included in Exhibit D). (*) indicates 3rd party integrations to begin upon execution of agreement and has limitations based upon the cooperation of Customer and 3rd party partners.

Support and Training:

• 24 days FTE for Engage Coach, allocated throughout the 2013-2014 school year to support both professional development and on-going project support (on-site and remote).
• 24/7 Email Support for Teachers and School Administrators.
• Access to online help documentation (wikis, etc.)
• Phone Support Access on a toll-free phone number from 8am ET – 5pm ET for Teachers and Administrators.
Exhibit B - Consideration

Annual license fee:

License fee to be paid at execution of agreement of One hundred eighty-one thousand dollars ($181,000) which includes:

- Access to the Engrade Solution (as described in Exhibit A) starting at the Activation Date and ending on the last day of the Term.
- Training as described in Exhibit A.
- Additional changes and requests will be billed at rates below.

Payment terms: Unless otherwise expressly indicated in the Agreement, payment terms for all payments due Engrade are net 30 from the date of Engrade’s invoice, and for amounts not timely paid, there is a 1.5% per month (or, if less, the maximum rate permitted under applicable law) late fee that will be added to the past due amount.

Rates: Engrade may bill for additional services as incurred at present bill rates. For the Academic year 2013 – 2014 rates are as follows:

- Training and Support rates:
  - In person training and Account Support: $1,500 per day
  - Virtual training: $400 per day
- Custom development / project rates (for work not included in this Agreement):
  - Project management: $115 per hour
  - Development: $150 per hour

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<th>Fees</th>
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<tr>
<td>Engrade: Improve</td>
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<tr>
<td>Engrade: Corebook</td>
<td>$5.60</td>
<td>29,000</td>
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<tr>
<td>Engrade: Teach</td>
<td>$2.00</td>
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<tr>
<td>Engrade: Assessment</td>
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Discount:

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<tr>
<th>Engrade: Corebook, Teach, Assessment</th>
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<tr>
<td><strong>Total Fees</strong></td>
<td>$1,125,000</td>
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Exhibit C – Customer Authorized Contacts

Only the employees of Customer listed below are authorized to engage in certain communications. These contacts may change with notice provided to either party.

Business/Administrative Contact:
Name:
Phone:
Email:

Project Contact:
Name:
Phone:
Email:

Project Technical Contact:
Name:
Phone:
Email:

Project SIS Technical Contact:
Name:
Phone:
Email:
Exhibit D - Baldwin County School District Project Management Plan

Summary Training Timelines:

Phase 1 (October - November 2013): District Administrators

- Project Planning and Information Gathering
  - Professional Development: Overview
    - Engrade Improve
    - Engrade Assess
    - Engrade Corebook
    - Engrade Teach

Phase 2 (November - December 2013): Teacher and Building Admin

- Professional Development: In-Depth
  - Engrade Improve
  - Engrade Teach
  - Engrade Corebook

Phase 3 (November 2013-December 2013): Teacher and Building Admin

- Professional Development: In-Depth
  - Engrade Assess

Preliminary Implementation Plan:
The general implementation plan is outlined below. A more detailed project plan will be provided following initial implementation meeting. Adherence to the key dates in the implementation timeline by both parties will ensure plan is followed according to proposed schedule.

Throughout project, Baldwin County Public Schools Project Manager and Engrade Project Manager will maintain weekly scheduled call and in-person monthly meeting(s).

Week 1:
  - Planning Meeting: Baldwin County to meet with Engrade Project Manager and discuss implementation, district goals, and project timeline.

Week 2:
  - Engrade Project Manager to provide Baldwin County with roster ingestion format
  - Engrade Project Manager to provide Baldwin County with 3rd party integration worksheet
  - Schedule Phase 1 training

Week 3:
  - Baldwin County to complete roster information
  - Baldwin County to return completed 3rd party integration worksheet
  - Baldwin County to provide sample curriculum materials

Week 4:
  - Accounts generated (estimated)
  - Engrade to create curriculum example for Baldwin County
  - Engrade to prepare vendor letters for Baldwin County
  - Baldwin County to send out vendor letters to 3rd party providers
  - Engrade Project Manager to provide Baldwin County with 3rd party integration timelines

Week 5:
  - Engrade to provide Phase 1 Training for district curriculum team (includes curriculum-building process)
  - Engrade to provide Phase 1 Training for district admins (Engrade Teach, Improve and Assess)
Schedule Phase 2 Training

Week 6:
- Engrade Project Manager to work with Baldwin County subject-specific curriculum admins to import additional digital resources
- Upon receipt of letters by 3rd party vendors, Engrade to implement 3rd party integrations and import data

Week 7:
- Baldwin County curriculum team to build curriculum materials in Engrade
- Engrade Project Manager to work with Baldwin County subject-specific curriculum admins to import additional digital resources
- Upon receipt of letters by 3rd party vendors, Engrade to implement 3rd party integrations and import data

Week 8:
- Upon receipt of letters by 3rd party vendors, Engrade to implement 3rd party integrations and import data

Week 9:
- Engrade to provide in-person Phase 2 Training for building admins (Engrade Teach and Improve)

Week 10:
- Engrade to provide in-person Phase 2 Training for teachers (Engrade Teach and Improve)
- Schedule Phase 3 Training

Week 11:
- Baldwin County Teachers utilize Engrade Teach and Improve
- Engrade Project Manager to monitor progress and provide additional support on site

Week 12:
- Baldwin County Teachers utilize Engrade Teach and Improve
- Engrade Project Manager to update Baldwin County on 3rd party integration status
- Engrade Project Manager to monitor progress and provide additional support

Week 13:
- Baldwin County Teachers utilize Engrade Teach and Improve
- Engrade Project Manager to monitor progress and provide additional support

Week 14:
- Engrade to provide in-person Phase 3 Training for building admins (Engrade Assess)

Week 15:
- Engrade to provide in-person Phase 3 Training for teachers (Engrade Assess)

Week 16:
- Engrade Project Manager to provide ongoing support and progress monitoring
ACTION AGENDA ( X New/ ___ Unfinished Business)

ITEM: APPROVAL OF SOFTWARE PURCHASE AGREEMENT – ROSETTA STONE

Background Explanation:

Rosetta Stone will provide Software as Service (SaaS/hosting) for elementary and middle school teachers and students. This agreement will allow access to Rosetta Stones’ software in order to develop multi-language skills and globally minded students. This agreement will be effective December 1, 2013 for a three-year commitment, to be paid from Digital Renaissance Funds.

Recommendation:

It is recommended that the board allow the Superintendent to enter into the software purchase agreement with Rosetta Stone, to be paid from Digital Renaissance Funds, as stipulated herein.

Date: ____________________ Submitted by: ____________________

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

11/14/2013

Date

Superintendent
Serial Order Form: 09262013BAL00002

11/12/2013

Rosetta Stone Contact: Jeff Riedel, Account Executive K-12
Phone: (900) 788-0822 x 5175
Email: jriedel@rosettastone.com

Customer Address:

| Alan Lee  |
| Superintendant |
| Baldwin County Board of Education |
| 2800-A N Hand Ave. |
| Bay Minette, AL 36507 |
| US |

Contact Phone: +1.251.837.0306
Contact Email: alee@bcbe.org

Billing Address:

| Alan Lee  |
| Superintendant |
| Baldwin County Board of Education |
| 2800-A N Hand Ave. |
| Bay Minette, AL 36507 |
| US |

Billing Contact Phone: _______________________
Billing Contact Email: _______________________

Thank you for this opportunity to provide you with a quote for Rosetta Stone language-learning software. Rosetta Stone Ltd. has developed a library of interactive software and related user documentation marketed under its Rosetta Stone® brand. Rosetta Stone is deliverable via the Internet, third-party Learning Management Systems (LMSs), or CD-ROM (network or stand-alone). Rosetta Stone software and any related online services and user documentation are referred to collectively herein as "Rosetta Stone Product."

<table>
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<th>PRODUCT DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tr>
<td>Rosetta Stone® Classroom Version 3 Online Fixed Term Site License for use on Windows and Mac computers, iPad tablets, and select Android devices (the &quot;License&quot;). Access to Rosetta Stone in all commercially available languages and all available levels will be provided for students and faculty at Baldwin County Board of Education based on a current approximate student/faculty population of 20,376.</td>
<td>1</td>
<td>USD 343,362.00</td>
<td>USD 343,362.00</td>
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<td>2 On-site Professional Development Sessions</td>
<td>1</td>
<td>USD 6,000.00</td>
<td>USD 6,000.00</td>
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</table>

Prepared by user at 11:52:13 PM 11/12/13
- Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imports are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.
- The professional development referred to above must occur within six months following the date of this Order Form. If Customer fails to allow Rosetta Stone to provide the professional development within that period, Rosetta Stone's obligation to provide the professional development will terminate.
- Includes existing/new site licenses for the following, with access running through 1/31/2017:
  - Bay Minette Elementary
  - Bay Minette Middle
  - Daphne Middle
  - Delta Elementary
  - Elberta Elementary
  - Euniceo Elementary
  - Fairhope Elementary
  - Fairhope Middle
  - Foley Intermediate
  - Foley Middle
  - J. Larry Newton School
  - Loxley Elementary
  - Magnolia School
  - Pine Grove Elementary
  - Robertsdale Elementary
  - Rockwell Elementary
  - Rosinton Elementary
  - Silverhill Elementary
  - Spanish Fort Middle
  - Stapleton Elementary
  - Swift Consolidated
    - Bay Minette Intermediate
    - Central Baldwin Middle
    - Daphne East Elementary
    - Daphne Elementary
    - Elberta Middle
    - Fairhope Intermediate
    - Foley Elementary
    - Gulf Shores Elementary
    - Gulf Shores High
    - Gulf Shores Middle
    - Orange Beach Elementary
    - Perdido School
    - Spanish Fort Elementary
    - Summerdale School
    - W.J. Carroll Intermediate

**Industry:** Education K-12

Pricing is valid through November 30, 2013.

**Grand Total:** USD 349,362.00

Prepared by asli on 11-Nov-13 at 4:37 PM EST
TERM AND TERMINATION

This Order Form becomes effective upon its execution by both parties and continues in effect for a period of December 1, 2013 through January 31, 2017 (the "Term"). The Term of this Order Form is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the availability of the Rosetta Stone Product and/or terminate this Order Form in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Order Form forthwith on duly providing written notice to the other party to that effect. In the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Order Form, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Order Form for any reason, all rights granted to Customer hereunder shall terminate, and Customer shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Order Form, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above upon execution of this Order Form. Invoices are payable on net 30 day terms, F.O.B. Point of Origin.

ACCEPTANCE

This quote also serves as an order form. In placing this order, customer accepts the terms and conditions described in the Enterprise License Agreement, available at www.rosettastone.com/legal. Please fax quote along with any applicable purchase order to 940-437-2843.

I (the Customer) have read and accept the Enterprise License Agreement (ELA). The ELA, together with this Rosetta Stone Order Form ("Order Form") constitute the entire Agreement between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

By: ________________________________
Authorized Signing Authority

Printed Name/Title ________________________________

Date ________________________________

Baldwin County Board of Education

By: ________________________________
Authorized Signing Authority

Printed Name/Title ________________________________

Date ________________________________
ITEM: APPROVAL OF SOFTWARE PURCHASE AGREEMENT – SlateXP

Background Explanation:

SlateXP will provide Software as Service (SaaS/hosting) that monitors and provides e-safety solutions in order for the Board to enhance compliance with the Federal Communications Commission order (FCC 11-1250) that requires all schools (District) to certify that the Internet safety policy that includes monitoring the online activity of minors. This service will provide monitoring of all student laptops and lab computers 24X7 for inappropriate behavior, including but not limited to: cyber bullying, proxy use bypass, threats of violence, suicidal threats and much more. This agreement will be effective December 1, 2013, for a three-year commitment and will be paid from Digital Renaissance Funds.

Recommendation:

It is recommended that the board allow the Superintendent to enter into the software purchase agreement with SlateXP, to be paid from Digital Renaissance Funds, as stipulated herein.

Date: November 14, 2013 Submitted by: Homer Coffman

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

Date: 11/14/2013 Superintendent
September 13, 2013

Mr. Homer Coffman
Chief Technology Officer
Baldwin County Public Schools
1071 B Avenue
Loxley, AL 36551

Dear Mr. Coffman

As a result of my recent conversation with you, we are providing the following quotation for the Securus e-safety hosted solution. As a dedicated e-safety monitoring system, Securus is the most effective way of capturing potential on and offline threats to the safety of your students and staff. Here are some of the reasons why.

- **Meets new Federal Communication Commission Order**
  Beginning July 2010, the new Order (FCC 11-125) "requires a school to certify that its Internet safety policy includes monitoring the online activities of minors" as a condition of receiving e-rate funding. Securus, specifically designed for the k-12 school environment, helps you meet the new FCC Order and assures that you have taken reasonable precautions to make your district e-safe.

- **Monitors 24/7**
  Securus monitors every computer in your school at all times. This ensures incidents are immediately captured, both during lessons and outside of class.

- **Captures incidents automatically**
  Securus enables teachers to spend more time teaching rather than monitoring pupils manually from behind a computer screen, confident that misuse will still be captured.

- **Monitors laptops**
  Securus will continue to monitor laptops, even when they are disconnected from your network. This alerts you to any inappropriate activity that takes place at home.

- **Targets only inappropriate behavior**
  Rather than creating indiscriminate logs of all student activity, Securus pinpoints and prioritizes the most serious safeguarding issues, making it easier for you to manage.

- **Detects cyberbullying and pastoral concerns**
  Securus identifies vulnerable pupils who might be at risk from harm, by capturing signs of cyberbullying, predatory grooming, abuse, depression, self-harm, weapons and suicide.

- **Highlights proxy bypass use**
  Most pupils know how to use proxy bypass sites to bypass internet filtering controls and reach blocked or banned websites. Securus captures evidence of any proxy bypass use.

- **Contains nine pre-defined libraries**
  Securus contains a comprehensive collection of keywords and phrases associated with e-safety or computer misuse, including slang, SMS terms and indicators of predatory grooming.
• Acts as an effective deterrent
  Because students know that inappropriate behavior will be detected at all times, Securus provides a powerful incentive for them to take greater responsibility for their actions.

• Captures viewed words and images
  Securus detects content as it appears on screen, not just typed in from a keyboard. This means it will capture inappropriate text or explicit images, whether viewed in an online application or contained in a document, even if these are not saved or printed.

Product Quotation for: Securus Software Services

<table>
<thead>
<tr>
<th>Securus Annual Hosted Software License</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Special Bid Pricing</strong></td>
<td></td>
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<tr>
<td>1 yr Commitment</td>
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<tr>
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<tr>
<td>5 yr Commitment</td>
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Pricing covers the two time periods of January 2014 through September 2014 (prorated yr) and October 2014 through September 2015. Under this licensing structure SlateXP will furnish and maintain the hosting infrastructure. Pricing provides 3 months of data storage (captured). BCFS can archive data should it desire or request additional storage capacity pricing. For subsequent years beyond commitment level hosting, annual support and update costs will be based on Securus’s then current rates.

Subtotal (using 5yr commit #’s) $90,000.00 + $120,000.00

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<thead>
<tr>
<th>Securus Services (One-time fee)</th>
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Subtotal $20,575.00 - $12,000.00

Total 1st Year Budget: $110,575.00
Subsequent Year Budget: $120,000.00

We trust this quotation provides you with all the help and information that you need. If you require any further assistance please contact me.

Thank you.

Kevin Hendrix
SlateXP, Inc.
2100 River Haven Drive
Birmingham, AL 35244
O - 205.259-2689
M - 205.223.7370
www.slatexp.com

SlateXP, Inc is the Exclusive U.S. Distributor of Securus Software
September 13, 2013

RE: Sole Source Provider

To Whom It May Concern:

This letter is to confirm that the Securus Solution as well as all of its associated components are a single source product, sold and distributed by SlateXP, Inc. This solution must be purchased directly by institutions from SlateXP, Inc at the address listed below.

If you desire additional information, don't hesitate to contact me at 205-259-2680 at any time or visit our web site at www.slatexp.com. Thank you for your interest in Securus.

Sincerely,

[Signature]

Kevin Hendrix
Co-Founder
SlateXP, Inc

SlateXP, Inc is the Exclusive U.S. Distributor of Securus Software
ITEM: Lease Agreement with the Faith Outreach Ministry

Background Explanation:

The Faith Outreach Ministry had a prior three year lease which ended in June 2013 to use a portion of the Vaughn Elementary School for the provision of community services, with a focus on educational programs. A copy of the Lease Agreement is attached. The term of the lease has been increased to five years.

Recommendation:

It is recommended that the Board authorize and direct the Board President and Superintendent to enter into a lease agreement, with Faith Outreach Ministry, as stipulated herein.

Date: 11/15/2013 Submitted by: Anthony Sampson

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

11/14/2013 Date

Superintendent
LEASE AGREEMENT

THIS AGREEMENT is made by and between FAITH OUTREACH MINISTRY, an Alabama non-profit corporation, ("Lessee") and the BALDWIN COUNTY BOARD OF EDUCATION, an agency of the State of Alabama ("Lessor").

WITNESSETH:

WHEREAS, Lessor is the owner of certain school facilities located in the Vaughn community in Baldwin County, Alabama (the "Vaughn School");

WHEREAS, the Vaughn School is not currently used by Lessor, and Lessor has no current plans for use of the Vaughn School;

WHEREAS, Faith Outreach Ministries has requested use of a portion of the Vaughn School for the provision of community services, with a focus on educational programs;

WHEREAS, Lessor is willing to make a portion of the Vaughn School, 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;

WHEREAS, Lessee recognizes that a number of the residents of the Vaughn community attend the educational facilities of the Lessor, and further recognizes the importance of facilitating educational, recreational and performing arts activities to the youth and adult citizens of the Vaughn community and believes it to be in the best interest of the health, safety, and welfare of its citizens to promote educational and recreational activities and provide facilities therefor; and,

WHEREAS, Lessee desires to use, manage and maintain the Leased Premises in accordance with the terms and conditions of this agreement;

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 (i) matters of title, (ii) environmental matters and the presence of hazardous substances, (iii) geological and soil conditions, (iv) drainage, (v) whether the Leased Premises is in a flood plain, special flood hazard area or flood prone area, (vi) zoning and availability of any zoning, use or building permits or changes, (vii) availability of utilities, (viii) uses of adjoining property, (ix) compliance with past, present or future federal, state, or local ordinances, rules, regulations and laws; and/or (x) 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 five (5) years ("Term"), commencing on the 1st day of December, 2013, and ending on the 30th day of November, 2018, 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.

Consideration

2.02 Lessee's consideration to Lessor for this Lease shall be the payment of the amounts of Ten Dollars ($10.00) and other good and valuable consideration, to include 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, to be reimbursed to Lessor on an quarterly basis beginning on March 1, 2014, provided however, the Lessor agrees to pay $500.00 per month for utilities; and (c) Lessor shall have the right to use and enjoy the improvements located on the Leased Premises in accordance herewith.

No Obligation on Lessor to Make Capital Improvements

2.03 Nothing in this Agreement shall require the Lessor to make capital improvements or repairs to the Leased Premises. Provided, however, nothing in this Agreement shall prevent Lessor from making capital improvements or repairs to the Leased Premises, as it deems necessary in its sole and absolute discretion.

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 activities related to the promotion and advancement of education, the arts, recreational purposes and any other uses serving a public purpose. Permitted usage shall also include social activities and events held for the purpose of raising funds in support of Lessee and its programs.

(b) At all times, all uses of the Leased Premises shall be under the direction, supervision and control of agents and employees of Lessee so as to insure safe and appropriate use of the Leased Premises. During those times when the premises are used by Lessor in accordance herewith, Lessee shall not have any responsibility thereof.

(c) It is understood and agreed that the Lessor intends to use the gym portion of the Leased Premises for athletic practices. Lessor’s scheduled use of the gym shall be the primary usage thereof. Lessor shall provide as much advance notice as possible, but in no event less than 24-hours notice of any usage of the gym. Lessor shall use its best effort to avoid the unreasonable interference with Lessee’s previously scheduled use thereof.

(d) Lessor’s use of the Leased Premises as provided for in subparagraph (c) above, shall be at no additional cost or expense to Lessor. Provided, however, following any period of use by Lessor in accordance with subparagraph (c) above, Lessee shall restore the Leased Premises to the condition that existed immediately prior to the use thereof, reasonable wear and tear excepted.
(e) Scheduled use by either Lessor or Lessee shall be scheduled by nominees of the Lessor and Lessee.

(f) 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. Lessee shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03, below, in connection with the Leased Premises. Notwithstanding the foregoing, Lessor and Lessee agree to meet annually to consider equitable adjustments to the allocation of the Operating Costs based upon actual usage of the Leased Premises during the preceding year.

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.

(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.

Nothing herein shall obligate Lessee to make capital improvements to the Leased Premises. In the event of a system failure (i.e., HVAC) that would in Lessee's sole discretion cause the Leased Premises to be non-operational, Lessee may terminate this lease upon thirty (30) days advance written notification to Lessor.

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. All proceeds therefrom shall be paid to Lessor.
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, any succeeding owners of the fee title in the Leased Premises, and any successors and assigns of this Lease. The insurance policy or policies shall name both Lessor and Lessee as insureds.

(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 Lessor 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.

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, Lessor 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. Excess insurance proceeds, if any, shall be paid to Lessor.

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 practically 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, upon providing 180 days advance written to Lessee. 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.

(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 pursuant to Paragraph 11.02 or Paragraph 13.01 of 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. TERMINATION FOR SCHOOL USE

13.01 In the event the Leased Premises is required by the Lessor for educational purposes, as it deems necessary in its sole and absolute discretion, Lessor may terminate this Lease upon one (1) year written notice to Lessee.

ARTICLE 14. GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

14.01 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

14.02 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

14.03 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

14.04 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

14.05 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

14.06 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

14.07 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

14.08 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.

14.09 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
_________________________, 2013.

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

DATE: __________  BY: ____________________________

Norm Moore
As Its President

Attest:

__________________________
Dr. Alan T. Lee
As Its Superintendent

Faith Outreach Ministry,
an Alabama non-profit corporation

DATE: __________  BY: ____________________________

Its: ____________________________

State of Alabama
County of Baldwin

I, ____________________________, a Notary Public, in and for said County in said State, hereby certify that Norm Moore, whose name as President, and Dr. 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 ___________________, 2013.

__________________________
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 ______________________, of FAITH OUTREACH MINISTRY, 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 conveyance, he, as such officer 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 __________________, 2013.

________________________________________
Notary Public, Baldwin County, Alabama
My Commission Expires: ______________________
ACTION AGENDA (______ New / ______ Unfinished Business)

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>Ross M Henderson</td>
<td>SUPT/SDE AMSTI</td>
<td>12/11/2013 - 02/03/2014</td>
<td>Medical</td>
</tr>
<tr>
<td>* Arzina R Pollard</td>
<td>BCYH/Math</td>
<td>10/29/2013 - 01/02/2014</td>
<td>Medical</td>
</tr>
<tr>
<td>Stephanie C Blow</td>
<td>WJC/6th Grade</td>
<td>04/04/2014 - 08/08/2014</td>
<td>Medical</td>
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<tr>
<td>Deryl M Golden</td>
<td>DPEE/4th Grade</td>
<td>11/01/2013 - 03/31/2014</td>
<td>Medical</td>
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<tr>
<td>Olivia R Rayford</td>
<td>DPEE/2nd Grade</td>
<td>11/04/2013 - 02/03/2014</td>
<td>Medical</td>
</tr>
<tr>
<td>Sandra D Dawkins</td>
<td>ELR/5th Grade</td>
<td>11/01/2013 - 08/08/2014</td>
<td>Family Medical</td>
</tr>
<tr>
<td>Staci S Mouchett</td>
<td>FLYE/Kindergarten</td>
<td>01/02/2014 - 03/31/2014</td>
<td>Medical</td>
</tr>
<tr>
<td>Stevan D Kimbrel</td>
<td>FLYM/Language Arts</td>
<td>10/28/2013 - 01/02/2014</td>
<td>Medical</td>
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<tr>
<td>Allida H Hughes</td>
<td>LXYE/4th Grade</td>
<td>11/13/2013 - 01/02/2014</td>
<td>Medical</td>
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<tr>
<td>Kristen Rayborn</td>
<td>ORB/5th Grade</td>
<td>10/22/2013 - 01/27/2014</td>
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Certificated Leaves-of-Absence

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL/POSITION</th>
<th>EFFECTIVE DATE</th>
<th>REASON</th>
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</thead>
<tbody>
<tr>
<td>Kathleen E Perry</td>
<td>FHPM/Language Arts</td>
<td>10/31/2013 - 11/12/2013</td>
<td>Medical</td>
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<tr>
<td>Heather M Duncan</td>
<td>RSN/Kindergarten</td>
<td>01/02/2014 - 08/08/2014</td>
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Certificated Leaves-of-Absence Extensions

<table>
<thead>
<tr>
<th>NAME</th>
<th>SCHOOL/POSITION</th>
<th>EFFECTIVE DATE</th>
<th>REASON</th>
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<tbody>
<tr>
<td>Fern S Gill</td>
<td>BCY/Inet Akde-6,5/182</td>
<td>10/18/2013 - 01/02/2014</td>
<td>Medical</td>
</tr>
<tr>
<td>Fern S Gill</td>
<td>BCY/Ebus Driver</td>
<td>10/14/2013 - 12/19/2013</td>
<td>Medical</td>
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<tr>
<td>Justin G Peacock</td>
<td>NWT/1st Nurse-9Mo</td>
<td>10/07/2013 - 01/02/2014</td>
<td>Medical</td>
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<tr>
<td>Jennifer T Williams</td>
<td>SPF/SNP Jr. Wr-5,5/185</td>
<td>11/12/2013 - 01/02/2014</td>
<td>Medical</td>
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Certificated Leaves-of-Absence Extensions

<table>
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<tbody>
<tr>
<td>* Nequilite L Holcombe</td>
<td>SPF/H/Custodian</td>
<td>10/14/2013 - 12/09/2013</td>
<td>Medical</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 leaves-of-absence of personnel listed above.
Date: November 14, 2013
Submitted by: [Signature]

The Superintendent concurs in this recommendation and submits same for Board consideration for approval.
Date: 11/14/2013
Superintendent: [Signature]

Tuesday, November 19, 2013
<table>
<thead>
<tr>
<th>Name</th>
<th>School/Position</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corey A Fancher</td>
<td>FHPH/Counselor-10Mo</td>
<td>12/01/2013</td>
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<tr>
<td>Charlene K Dindo</td>
<td>FHPH/Science Lab</td>
<td>01/01/2014</td>
</tr>
<tr>
<td>Beverly C Hoffman</td>
<td>GFSH/Care/Acad Coll Techr</td>
<td>01/01/2014</td>
</tr>
<tr>
<td>Charlene B Sloley</td>
<td>N'BCT/11th Busn Co-op</td>
<td>01/01/2014</td>
</tr>
<tr>
<td>Mary L Willis</td>
<td>FLY/sse</td>
<td>12/20/2013</td>
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<tr>
<td>Charles G Hicks</td>
<td>SHOP/Parts Technician</td>
<td>01/01/2014</td>
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<tr>
<td>William J Levens</td>
<td>SHOP/lt Gndep-9/187</td>
<td>02/01/2014</td>
</tr>
<tr>
<td>Kelly Cheatham</td>
<td>BOYE/CNP Wtr-7.5/185</td>
<td>01/01/2014</td>
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<tr>
<td>Johnnie L Longwine</td>
<td>WJC/Bus Driver</td>
<td>12/01/2013</td>
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<td>Milton Faustino</td>
<td>GFSM/Custodian-9/242</td>
<td>12/01/2013</td>
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<td>Kimberly P Burton</td>
<td>FLY/HSE Aide-7/182</td>
<td>11/08/2013</td>
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<td>Johnnie L Alleman</td>
<td>GFSM/CNP Wtr-7.5/185</td>
<td>11/08/2013</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 retirement and resignations of the persons mentioned hereabove.

Date: November 14, 2013

Submitted by:

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

Date: 11/14/2013
Superintendent:
### Classified Voluntary Transfers

1. Thurston W Mosley  
   FHPM/ Custodian-8/242  
   FLY/Elec & Gr Manager  
   Peter Martin  
   11/12/2013

### Classified Reassignments

2. Starla B Allen  
   SUPT/Bookkeeper  
   SUPT/ Benefits Spec  
   New Position  
   10/23/2013

3. Patricia B Dawson  
   FHP/H/Canteen-8/182  
   FHPHCNP Wkr-15/185  
   New Position  
   11/22/2013

4. Beverly S Wilder  
   FHP/H Sec/Bkpr  
   FHP/Exec Secretary  
   Roseanne McCullough  
   01/01/2014

5. Sherry A Gartman  
   FLYH/Clerk-8/202  
   FLY/Sec/Bkpr  
   Same Unit  
   11/08/2013

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* 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 herein.

Date: November 14, 2013  
Submitted by:

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

Date: 11/14/2013  
Superintendent: 

Tuesday, November 19, 2013
<table>
<thead>
<tr>
<th>Name</th>
<th>School/Position</th>
<th>Replacing</th>
<th>Effective Date</th>
<th>Cert</th>
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</tr>
<tr>
<td>1. Mark K. Glaser</td>
<td>FLYE/Reading Interv</td>
<td>Regina Fitzpatrick</td>
<td>11/01/2013</td>
<td>Yes</td>
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<tr>
<td>2. * Enjuli R. Bullock</td>
<td>FLYE/Special Ed</td>
<td>New Unit</td>
<td>11/12/2013</td>
<td>Pending</td>
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<tr>
<td>3. * Phyllis H. Banks</td>
<td>LSAT/Project sweetheart-10M</td>
<td>Kirksey McIntosh</td>
<td>11/09/2013</td>
<td>Yes</td>
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<tr>
<td>4. Mallory C. Burke</td>
<td>RSN/6th Grade</td>
<td>Daniel McCrory</td>
<td>11/04/2013</td>
<td>Yes</td>
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<td>Certified Interim</td>
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<tr>
<td>5. Shay B. Cunningham</td>
<td>DPEE/2nd Grade</td>
<td>Olivia Rayford</td>
<td>11/04/2013 - 02/03/2014</td>
<td>Yes</td>
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<td>Classified Temporary Employment</td>
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<tr>
<td>7. Brittany E. Comstock</td>
<td>RSN/Kindergarten</td>
<td>Heather Duncan</td>
<td>11/12/2013 - 05/27/2014</td>
<td>Yes</td>
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<td>Classified</td>
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<td></td>
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<tr>
<td>11. Tracey R. Greel</td>
<td>LSAT/Aux Section Sec</td>
<td>Linda King</td>
<td>11/04/2013</td>
<td></td>
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<tr>
<td>12. Frank H. Luchacz</td>
<td>RBH/Bus Driver</td>
<td>David Bushler</td>
<td>11/01/2013</td>
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<tr>
<td>Classified Interim</td>
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</tbody>
</table>

* Minority

* Applying for Alabama certification via a non-traditional approach

* Certificated employee in a classified position

Recommendation: The Board approve the assignments as submitted hereabove.

Date: November 14, 2013 Submitted by:

[Signature]

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

Date: 11/14/2013 Superintendent: [Signature]

Tuesday, November 19, 2013
### 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>
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<tbody>
<tr>
<td>1. Sloaney L Johnson</td>
<td>BCYM/Tutor</td>
<td>12/02/2013 - 05/23/2014</td>
<td>$9,000</td>
<td>At Risk</td>
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<tr>
<td>2. * Jami A Martin</td>
<td>BCYM/Tutor</td>
<td>12/03/2013 - 05/23/2014</td>
<td>$9,000</td>
<td>At Risk</td>
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<tr>
<td>5. * Erin T Cainelli</td>
<td>DPM/Tutor</td>
<td>11/15/2013 - 05/23/2014</td>
<td>$9,000</td>
<td>At Risk</td>
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<td>6. * Martha E Brooks</td>
<td>MGN/Tutor</td>
<td>12/03/2013 - 05/22/2014</td>
<td>$8,858</td>
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<td>8. * Deborah P Jackson</td>
<td>SVL/Tutor</td>
<td>01/07/2014 - 02/13/2014</td>
<td>$1,600</td>
<td>Title I Part A, NCLB</td>
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<td>9. Angela E Tucker</td>
<td>SVL/Tutor</td>
<td>01/07/2014 - 02/13/2014</td>
<td>$1,600</td>
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<td>10. * Patricia C Watson</td>
<td>SVL/Tutor</td>
<td>01/07/2014 - 02/13/2014</td>
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<table>
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<tr>
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<th>MAX EARNINGS</th>
<th>FUND SOURCE</th>
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<tr>
<td>13. * Geoffrey D Santini</td>
<td>BCYM/Soccer Cosch-Okl</td>
<td>01/20/2014 - 03/20/2014</td>
<td>$521</td>
<td>Local</td>
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<td>15. * Kimberly D Watson</td>
<td>BCYM/Girls Wball</td>
<td>03/01/2013 - 10/09/2013</td>
<td>$806</td>
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<td>17. Stacey L Johnson</td>
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<td>10/01/2013 - 05/23/2014</td>
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<td>At Risk</td>
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<td>18. * Amy R Jones</td>
<td>DPM/Tutor</td>
<td>10/01/2013 - 05/23/2014</td>
<td>$9,000</td>
<td>At Risk</td>
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<tr>
<td>19. * Robert W Kelly</td>
<td>DPM/Tutor</td>
<td>10/01/2013 - 05/23/2014</td>
<td>$9,000</td>
<td>At Risk</td>
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<tr>
<td>22. * Lynn M Spann</td>
<td>FHPH/RN</td>
<td>10/31/2013 - 05/17/2014</td>
<td>$600</td>
<td>County Sales Tax 1%</td>
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<td>25. * Shirley A Quinnly Eds</td>
<td>LXYE/21C Cert Wk</td>
<td>06/20/2013 - 05/23/2014</td>
<td>$7,040</td>
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<td>26. * Alisa B McGlesson</td>
<td>LSAT/Tutor</td>
<td>10/01/2013 - 03/31/2014</td>
<td>$6,000</td>
<td>At Risk</td>
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<td>27. * Tonya L Whaley</td>
<td>LSAT/Tutor</td>
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<td>29. * Ashley N Baas</td>
<td>NWT/ASCC Tutor</td>
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<td>30. * Joanna C Pittman</td>
<td>NWT/Tutor</td>
<td>10/15/2013 - 04/30/2014</td>
<td>$1,704</td>
<td>Extended Day</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 extra work of the personnel mentioned hereabove.

Date: November 14, 2013

Submitted by:

\[Signature\]

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

Date: 11/14/2013

Superintendent: \[Signature\]

Tuesday, November 19, 2013
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>1. * Lynn M Spann</td>
<td>SPFHRN</td>
<td>10/07/2013 - 06/23/2014</td>
<td>$1,980</td>
<td>County Sales Tax 1%</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 extra work of the personnel mentioned hereinabove.

Date: November 14, 2013 Submitted by:

[Signature]

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

Date: 11/14/2013 Superintendent:

[Signature]

Tuesday, November 19, 2013