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***Vision Statement: "Educating and engaging students by challenging them to reach their maximum potential."***

***District Mission Statement: The Sumter County Public School System is committed to providing the best educational resources that will enable students to become productive citizens in our society.***

***MOTTO: "Success is the only option"***

**Attendees**

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**Voting Members**

Ms. Tommie Campbell, Chairman  
Ms. Julene Delaine, Vice Chairman  
Mr Glenn Harris Jr, Board Member  
Ms Jeanette Payne, Board Member  
Mrs Daisybelle Quinney, Board Member  
Ms Darla Spencer, Board Member

**None Voting Members**

**Dr. Anthony L Gardner, Superintendent**  
**Attorney Diane Gamble - Absent**

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**A. ELECTION OF OFFICERS - VICE PRESIDENT**

Board Member Payne Nominated Board Member Delaine and Board Member Spencer  
Second. Vote 5/0. Motion Passed

**B. CALL TO ORDER**

Meeting called to order by Board Chair Campbell at 6:04 pm

**C. ESTABLISHMENT TO QUORUM**

President Campbell called the roll and the following members were present/absent:

President		Ms. Tommie Campbell
Vice President		Ms. Julene Delaine
		Mrs. DaisyBell Thomas-Quinney
		Ms. Jeanette Brassfield-Payne
		Ms. Darla Spence
	Absent	Mr. Glenn Harris, Jr.
Superintendent		Dr. Anthony L Gardner
Attorney	Absent	Mrs. Diane Gamble

President Campbell declared a quorum.

D. APPROVAL OF AGENDA

The Board President recommends adoption of a motion "to approve the agenda for February 11, 2020 with the deletion of action item #5

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Ms Darla Spencer

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Not Present

Ms Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer - Yes

Agenda Amended to delete action items 5 (Full Block Scheduling at Sumter Central High School Fall 2020).

Motion passed 5/0

E. APPROVAL OF MINUTES

The Board President recommends adoption of a motion "to approve the Minutes for January 14, 2020

Motion made by: Ms Jeanette Payne

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Not Present

Ms Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

The Motion passed.

F. FINANCIAL REPORT

No Report presented

G. MONTHLY FINANCIAL REPORT

No Report Presented

H. PUBLIC FORUM

Betty May - Is there anyone in the system a grant writer?

Eleanor James - Concerns: Vocational School, Grants and programs for the district (Peer Helper Program).

Board Chair Campbell - We need to work on our relationships. Please invite me to the next Principal Meeting.

Dr. Gardner - A copy of the grant was placed in your folders last month.

I. NEW ACTION ITEMS

1. Approve Resolution Opposing School Start Date Legislation

The superintendent recommends adoption of a motion "to approve Resolution Opposing School Start Date Legislation as stipulated in Exhibit H1 herein."

Motion made by: Ms Jeanette Payne

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Not Present

Ms Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

The Motion Passed.

2. Approve Travel Mileage Rate for 2020

The superintendent recommends adoption of a motion "to approve Travel Mileage Rate for 2020 as stipulated in Exhibit H2 herein."

Motion made by: Ms Darla Spencer

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Not Present

Ms Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

The Motion Passed.

3. Livingston Junior High School Out of State Field Trip Request

The superintendent recommends adoption of a motion to approve the Livingston Junior High School Out of State Field Trip Request as stipulated in Exhibit H3 herein.

- 5th Grade End Of Year Field Trip - Six Flag Over Georgia - Atlanta, GA

Motion made by: Ms Jeanette Payne

Motion seconded by: Ms Darla Spencer

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Not Present

Ms Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer - Yes

Comment:

Board Member Quinney - It's wonderful what they are doing. It ties into the STEM Program.

The Motion Passed.

4. Approve Bus Drivers Additional Route Stipend

The superintendent recommends adoption of a motion "to approve Bus Drivers Additional Route as stipulated in Exhibit H4 herein."

Motion made by: Ms Darla Spencer

Motion seconded by: Ms Jeanette Payne

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Not Present

Ms Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer - Yes

Comment:

Board Member Payne - Is this retroactive?

Superintendent Gardner - No ma'am, it starts immediately .

The Motion Passed.

5. Approve Memorandum of Understanding (MOU) – West Alabama Mental Health Center

The superintendent recommends adoption of a motion "to approve Memorandum of Understanding (MOU) – West Alabama Mental Health Center as stipulated in Exhibit H5 herein."

Motion made by: Ms Jeanette Payne

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Not Present

Ms Jeanette Payne - Yes  
Mrs Daisybelle Quinney - Yes  
Ms Darla Spencer – Yes

Comments:

Board Member Payne - When will it take place?  
Superintendent Gardner - As soon as we return the signed MOU (Memorandum of Understanding)  
Board Member Spencer - This is good, I sit on the board of Directors for West Alabama Mental Health.  
Board Member Quinney - Where will it be housed?  
Superintendent Gardner - Every School will have a room designated for the program including Bell-Brown.

The Motion Passed.

J. APPROVE PERSONNEL ITEMS

1. Leave of Absence of Personnel

The superintendent recommends the adoption of a motion to approve the leave of absence of personnel as stipulated in Exhibit I1 herein.

<u>NAME</u>	<u>SCHOOL/POSITION</u>	<u>EFFECTIVE DATE</u>
Classified Leaves-of-Absence		
Jewel N Ramsey	TRAN/Bus Driver	12/26/2019 – Until cleared by doctor
Calicia D Ward	TRAN/Bus Driver	01/03/2020 - 01/20/2020

Motion made by: Mrs Daisybelle Quinney

Motion seconded by: Ms Jeanette Payne

Voting

Ms. Tommie Campbell - Yes  
Ms. Julene Delaine - Yes  
Mr Glenn Harris Jr - Not Present  
Ms Jeanette Payne - Yes  
Mrs Daisybelle Quinney - Yes  
Ms Darla Spencer – Yes

Comments:

Board Member Payne - Are they back at work?  
Ms. Howell - Yes ma'am

The Motion Passed.

2. Leave of Absence of Personnel

The superintendent recommends the adoption of a motion to approve the leave of absence of personnel as stipulated in Exhibit I2 herein.

<u>NAME</u>	<u>SCHOOL/POSITION</u>	<u>EFFECTIVE DATE</u>
Classified Leaves-of-Absence Extensions		
Sandra L Turner	TRAN/Bus Driver	01/15/2020 - 02/11/2020
Rosie Williams	TRAN/Bus Driver	01/01/2020 - 02/10/2020

Motion made by: Ms Darla Spencer

Motion seconded by: Mrs Daisybelle Quinney

Voting

Ms. Tommie Campbell - Yes

Ms. Julene Delaine - Yes

Mr Glenn Harris Jr - Not Present

Ms Jeanette Payne - Yes

Mrs Daisybelle Quinney - Yes

Ms Darla Spencer – Yes

Comments:

Board Member Payne - Are they back at work?

Ms. Howell - #2 returned on Monday. I'm not sure about #1 due to we were out today.

The Motion Passed.

#### K. SUPERINTENDENT'S REPORT

Superintendent Gardner - If the girls and boys basketball teams win tonight, we are heading to Montgomery. Some of the trustees of Alabama State will prepare a special recruiting event/college fair for the seniors; as well as any Board member that would like to sit in the President's box.

Board Chair Campbell - Retired teacher Gwendolyn Oliver passed. Mrs. Oliver funeral is Saturday, February 8, 2020 at Paramount High School in Boligee, AL.

Board Member Payne - Former employee, Ms. Carolyn Artist-Brooks son (Donzel Brooks) will be funeralize on Saturday, February 8, 2020 at Sumter Central High School.

Board Member Quinney - On March 20, 2020 an artist that will perform at York West End in the gym for 5th - 10th graders from Sumter Central.  
Family Reading Night will be initiated at each school.  
Advocacy Day - Are we attending?

L. ADJOURN

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Chairperson

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Secretary



# Sumter County Board of Education

P. O. Box 10 • Livingston, AL 35470 • 205-652-9605 • FAX: 205/652-9641

## Resolution Opposing School Start Date Legislation

WHEREAS, the Sumter Board of Education is aware that members of the Alabama Legislature may consider legislation that would outline school start and/or end dates for public schools in the state of Alabama; and

WHEREAS, each local board of education already is required by *Alabama Code* §16-8-30 to set a uniform start date for all schools within its system, thereby recognizing that school calendars are local decisions; and

WHEREAS, unique decisions take place in 137 Alabama school systems regarding student achievement, holiday preferences, community events, teacher professional development, partnerships with local colleges and universities, and workdays for educators to meet with parents; and

WHEREAS, the Sumter Board of Education is charged with making decisions that are in the best interest of its students and student achievement; and

WHEREAS, the Sumter Board of Education is held accountable for student achievement not only by the community, but under both state and federal accountability programs; and

WHEREAS, local decisions about school calendar directly impact student performance, student and faculty morale, and community input;

WHEREAS, a statewide school start date would compromise the Sumter County school System's academic calendar and force students to lose instructional time prior to standardized testing;

WHEREAS, the Sumter County School District's academic calendar is an education priority and not a business or tourism decision; and

WHEREAS, the education community urges policymakers to Leave Our Calendar Authority Local

**NOW, THEREFORE, BE IT RESOLVED** that the members of the Sumter County Board of Education unequivocally oppose statewide efforts to mandate a school calendar and ask all lawmakers representing Sumter County School District to vote against any bill which proposes to outline a statewide start and/or end date for Alabama public schools.

**BE IT FURTHER RESOLVED** that a copy of this resolution be recorded in the board minutes and provided to the Alabama Association of School Boards, each member of its Legislative delegation and the Governor.

Done this the 11th day of February, 2020.

\_\_\_\_\_  
*Ms. Tommie Campbell, President*

\_\_\_\_\_  
*Ms. Julene Delaine, Vice President*

\_\_\_\_\_  
*Mrs. Daisybelle Thomas-Quinney, Member*

\_\_\_\_\_  
*Ms. Jeanette Brassfield-Payne, Member*

\_\_\_\_\_  
*Ms. Darla Spencer, Member*

\_\_\_\_\_  
*Mr. Glenn Harris, Member*

\_\_\_\_\_  
*Anthony L. Gardner, Ed. D.*



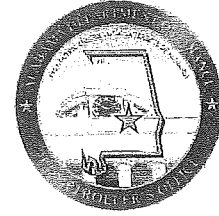


Kay Ivey  
Governor

Kelly Butler  
Finance Director

STATE OF ALABAMA  
Department of Finance  
Office of the State Comptroller


100 North Union Street, Suite 220  
Montgomery, Alabama 36130-2620  
Telephone (334) 242-7050 Fax (334) 353-0442  
www.comptroller.alabama.gov



Kathleen D. Baxter, PhD, CGFM, CPM  
State Comptroller

Michael G. Hudson, CGFM  
Deputy State Comptroller

To: All State Agencies  
All Chief Fiscal Officers

From: Kathleen D. Baxter   
State Comptroller

Date: December 31, 2019

Subject: Travel Mileage Rate for 2020

Effective January 1, 2020, the mileage rate paid to persons traveling in privately owned vehicles on official business for the State will decrease to 57.5 cents per mile. The mileage rate, which is paid in lieu of actual expenses for transportation, is in accordance with Code of Alabama 1975, 36-7-22, as amended, which became effective October 1, 1999. This code section sets the mileage rate at the amount allowed by the Internal Revenue Code for income tax deductions. Therefore, mileage reimbursement for travel on or after January 1, 2020, will be calculated at the new rate of 57.5 cents per mile.

When calculating the amount reimbursed, all mileage listed on an expense account must be totaled and then multiplied by 57.5 cents (Example: 111 miles x .575 = \$63.83). Should you have any questions concerning this directive, please call the Accounts Payable HOTLINE at 334-242-4444.

KDB/lrb

RECEIVED JAN 24 2020

To: Dr. Anthony Gardner, Superintendent  
CC: Mrs. Devin-Embry Mitchell, Principal  
From: Ms. Shonda Knighton, 5th Grade Teacher  
Date: January 24, 2020  
RE: EOY Field-Trip Request

Greetings,

We are excited to announce our 5th grade end-of-the-year field trip to Six Flags Over Georgia in Atlanta, Georgia. This trip will be a fun learning opportunity that will go along perfectly with our Science study of Force and Motion as we close out the 2019-2020 school year. The proposed date for the trip is Friday, May 08, 2020.

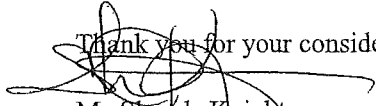
The goal of this inquiry lesson is for students to develop a scientific protocol through a series of dynamic, interactive science experiments that “defy” the Laws of Physics and bring “science to life” for students. This field-trip will also provide a unique mentoring component that inspires students toward all areas of academic excellence.

To prepare:

- TSW watch educational videos before the field trip.
- TTW have the students brainstorm ways to collect the data once they are in the field.

While at the park, students will make observations of gravity and motion. Upon the return from the field trip, the teacher and students will debrief.

Thank you for your consideration,

  
Ms Shonda Knighton,  
5th Grade Teacher



January 23, 2020

Dear 4th &5th Grade Parents:

We are excited to announce our end-of-the-year field trip to Six Flags in Austelle, Georgia. This trip will be a fun learning opportunity that will go along perfectly with our Science study of Force and Motion as we close out the 2019-2020 school year. The proposed date for the trip is May 08, 2020 and the cost will be \$140.00. This fee includes 1.)Hardee's breakfast, 2.)Six Flag's admissions, rides and lunch, 3.)Golden Corral's dinner, 4.)tshirts, and 5.) charter buses. Each student will be asked to submit a non-refundable deposit of \$50.00 and permission slip by Friday, February 14, 2020 to his or her homeroom teacher to secure charter buses. The remainder of the cost will be due April 14, 2020. Students may begin bringing in money any time, and we will receipt it and keep track of it. (All seating will be secured for students first, then additional chaperones will be included- pricing is the same for parents.)

- No out-of-school suspensions

Your 4th & 5th Grade Team	Dates	Payments
Ms. Shonda Knighton, Coordinator	02/14/20	\$50.00
Ms. Talicia Williams		(non-refundable deposit)
Mr. Anthony Williams		
Mrs. Angela Dubose-Thomas	03/12/20	\$50.00
Ms. Chetrenda Ruffin	04/14/20	\$40.00
Mrs. Devin Mitchell-Embry, Principal		

- 
- Yes, I give my child \_\_\_\_\_ permission to attend out-of-state field trip on May 08, 2020 and will deposit on 02/14/2020.
  - No, I do NOT give my child \_\_\_\_\_ permission to attend out-of-state field trip on May 08, 2020.
  - I am interested in being a chaperone.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

## REQUEST FOR FIELD TRIP

1. Name of School Livingston Jr. High School      2. Name of Teacher/Advisor Ms. Shonda Knighton-Silliman
3. Grade Level of Class 5th      4. Destination Austelle, Georgia
5. Purpose of field trip (Use reverse side if necessary) \_\_\_\_\_  
(5.7 ) Design and conduct a test to modify the speed of a falling object due to gravity (e.g., constructing a parachute to keep an attached object from breaking).\*
6. Name of Common Carrier Meridian Coach
7. Date of Field Trip May 08, 2020      Time of Departure 4:30 am      Time of Return: 11:00 pm
8. Explain how classroom activities in planning and preparing for the field trip will provide maximum benefit to the students In this lesson, students will share their background knowledge of gravity and how it affects an object. Also, the field journal will provide students an opportunity to develop their writing skills and write an informative piece according to Alabama standard W.5.4.
9. How many chaperones? 9      10. How many students? 89
11. Will safety rules and procedures be discussed with the group? Yes
12. Will permission slips signed by a parent or guardian be on file at the school before departure? Yes
13. Have arrangements been made with authorized person at the site to be visited? Yes
14. How much money will each child be required to pay? \$ 140.00 estimate (until we get final quotes)
15. What plans have been made to take care of the costs of those children who cannot pay? Teacher have requested donations and funds from donorschoose.org, stakeholders, and non-profit organizations.
16. What provisions have been made for those students who are not going on the trip? All students who aren't going on trip will have the option of going to 3rd or 6th grade classrooms as peer helpers.
17. What follow-up activities are planned? Upon the next school day arrival, the students will create a model of a parachute to provide evidence that the gravitational force of earth will cause the parachute to fall downward toward the center of Earth.
18. Signature of Teacher [Signature]      Date 1/21/2020
19. Approved: Yes  No       Signature of Principal [Signature]
- NOTE: If an out-of-state or overnight trip is planned, submit this form to the Superintendent for approval 30 days prior to planned departure. The Superintendent must sign out-of-state Field Trip forms.**
20. Signature of [Signature] Superintendent

A copy of the approved field trip permission form must be distributed to:

1. Teacher
2. Principal
3. Superintendent

Sumter County Schools

## OUT-OF-STATE FIELD TRIP REQUEST

*Superintendent's Approval*  
*Out-Of-State Field Trip Form*

School Livingston Jr. High School Date 01/21/2020

Principal (Signature) \_\_\_\_\_

Date(s) of Field Trip May 08, 2020

Destination Austelle Georgia  
City State

APPROVAL: \_\_\_\_\_  
Superintendent

Subject **Re: fieldtrip**  
From Danny Savell <meridiancoach@att.net>  
To ssilliman <ssilliman@sumter.k12.al.us>  
Date 2020-01-20 23:33



1-21-20  
Livingston Jr High School  
Shonda Silliman  
Hi, thank you for your request for bus transportation to Atlanta, Ga.

Are your dates flexible, we are getting full for May 15,2020.  
I have 1 bus but maybe 2 depending on another group we have down for a bus that day.  
However May 8 is open if you could go that day.

Let me know and we will get you scheduled..  
Quote 1-55 passenger bus will be \$2300.00 each bus plus bus parking which is app. \$35.00 at the Atlanta Marshall yard.

Look forward to hearing from you.

Donna Savell  
Meridian Coach and Travel  
601-737-4555

Sent from Yahoo Mail for iPad

On Monday, January 20, 2020, 19:04, ssilliman <ssilliman@sumter.k12.al.us> wrote:

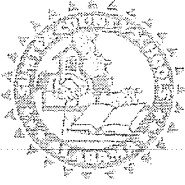
Good evening Mrs Donna,

This is Ms Silliman again from Livingston Jr High. We used one of your charter buses last year to go to Atlanta's Aquarium. Well we're back at it this year for our end of the year trip and I need a quote to submit to the board of education for 2 charter buses for the information below:

Trip Destination: Six Flags Over Georgia  
School: Livingston Jr High School  
Buses Requested: 2  
Departure Time: 4:30 am  
Arrival Time: 11:00 pm  
Trip Date: May 15, 2020  
Sponsor: Ms Shonda Silliman

PS. I promise not to take the remote again, lol.

On 2019-03-08 12:34, Donna Savell wrote:  
> 3-8-19  
> Sondra Silliman  
> Here is revised contract, thanks.  
> We will need the cell phone number and times to depart and return  
> filled in on contract when you send it back.



# Sumter County Board of Education

P. O. Box 10 • Livingston, AL 35470 • 205/652-9605 • FAX: 205/652-9641

To: Sumter County Board of Education Employees

■ From: Anthony L. Gardner, Ed. D., Superintendent

■ Date: 2/10/2020

Re: Bus Drivers Additional Route Stipend

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Board Members:

Due to the shortage of bus drivers, I would like to recommend the Board of Education offer an Additional Route Stipend to drivers who drive additional routes. What I'm proposing is to pay drivers \$30.00 per additional route driven in a given day. Also, I'm asking for it to be effect immediately.

**Memorandum of Understanding  
between  
Sumter County Board of Education  
(Sumter County Schools)  
and  
West Alabama Mental Health Center**

This Memorandum of Understanding is made by and between West Alabama Mental Health Board, Inc.(dba West Alabama Mental Health Center), hereinafter referred to as "WAMHC" and the Sumter County Board of Education(Sumter County Schools), hereinafter referred to as "SCS", to be effective as of the date signed by both parties hereto.

The purpose of this Memorandum of Understanding is for WAMHC and SCS to specify expectations and responsibilities of each party in executing a successful School Based Mental Health Collaboration. Details include but are not limited to: the scope of the agreement including type of services provided and how/where these are provided, use of property, staffing, and timeframe for the agreement.

For and in consideration of the premises, the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged WAMHC and the SCS agree as follows:

**Population to Be Served:**

West Alabama Mental Health Center (WAMHC) in partnership with Sumter County Schools (SCS) will provide services to children and families in designated schools.

The target population will include:

1. Children and families who are in need of mental health services and are enrolled in designated SCS schools.

**Program Goal:**

The overall goal of this project is to improve the access to mental health services for the students of SCS. The purpose of these services is to assist children and their families with Childhood and Adolescent Disorders. The following outcomes are expected:

1. Improved access to mental health services
2. Improved emotional/behavioral functioning
3. Increased school attendance
4. Reduced school disciplinary issues
5. Improved academic performance



**Scope of Services:**

The goal is to fully integrate mental health services within the SCS by having therapists based at select schools full time. WAMHC plans to accomplish this by placing an experienced Mental Health therapist in schools mutually selected by WAMHC and SCS. Services provided on site include:

1. Mental health assessments
2. Individual therapy
3. Group therapy
4. Family therapy
5. Crisis intervention services
6. Family support and education
7. Professional mental health consultation

Additionally the WAMHC counselor will be available to provide training to the school staff. The WAMHC counselor will facilitate referrals to other, off-campus WAMHC services such as case management, psychiatric services (medication evaluation/monitoring), In-Home Intervention(IHI) services, psychiatric hospital as well as to external agencies for a variety of social service needs. The main intent of this partnership is to improve the access to mental health services for the students of SCS. It is not intended to take the place of needed emergency/crisis services or act as a disciplinary arm of the individual school.

SCS will designate a "Gatekeeper" to oversee the referrals to the school-based mental health services program (in similar programs this is typically the school guidance counselor). The Gatekeeper will be responsible for receiving referrals from staff, students and/or parents and completing a referral form to provide to the school-based therapist. The Gatekeeper will fully document the reason for the referral and expected outcomes. The Gatekeeper will contact the parent and discuss the recommendation for mental health services and seek the parent's verbal agreement to proceed. The Gatekeeper will then provide the referral information to the school-based therapist who will contact the parent to schedule an intake assessment for admission to services. At the intake session, the therapist will obtain a signed release to share information with school staff, obtain medical/insurance information, and complete an assessment. Once this is completed, the student will be able to receive treatment services on the school campus.

WAMHC and SCS administrative staff will meet to develop administrative procedures prior to implementing the project. Once the program starts, monthly meetings will be held at the school board or at WAMHC Outpatient Services with SCS's designee and WAMHC's Clinical Director and/or designee. This purpose of this meeting will be to review severe cases, administrative issues, and other issues relevant to the program. This time will be used to discuss and make any program adjustments the program as

well. This monthly meeting will serve as a vital link between both agencies to help ensure the effectiveness of the program as well as for performance improvement purposes.

WAMHC will depend on insurance reimbursement (Medicaid, AllKids, and other eligible third party sources) to support this project. In light of this, all referrals to the program must have an existing payment source. In the event there are no resources available for payment for treatment services, SCS vouchers will be accepted or appropriate referrals to outside agencies will be made to school staff by the therapist.

#### **Exchange of Information**

- WAMHC will provide names of children referred each month.
- WAMHC will keep and maintain assessment and therapy records.
- SCS will hold student profile information, but will share quarterly information related to behavior, grades, attendance.
- SCS will provide information needed for the establishment of a baseline.
- Outcome measurement results will be the joint property of the WAMHC and SCS.

#### **WAMHC Staff:**

The program will be staffed by Masters level clinical therapists who meet the qualifications set out by the State Medicaid Agency and the Alabama Department of Mental Health. The staff assigned to the program will be directly supervised by WAMHC Child & Adolescent Program Director in accordance with the supervision standards set out in the WAMHC Policies and Procedures.

#### **Facility:**

The WAMHC counselor will provide counseling services in a private office at designated schools. SCS will provide a private office space, computer/internet access, phone and use of office equipment at each of the selected schools.

#### **Operating Schedule:**

The program will operate with the teacher's schedule.

#### **Outcome Measures**

A Child and Adolescent Strengths and Needs Assessment (CANS) will be administered at the time of admission and every 6 months thereafter to determine progress. Success will be measured by comparing the CANS scores.

#### **TERMINATION OF THE AGREEMENT**

This agreement may be terminated by either party upon 30 days written notice to the other party of the intent to terminate. The Agreement may be terminated without the 30-day notice period by mutual written consent of both parties or if funds to support the Agreement are no longer available.

After the initial term of this Agreement (February 1, 2020 through September 30, 2020), this Agreement shall automatically renew for one year at the start of each WAMHB fiscal year, October 1<sup>st</sup>, unless terminated as specified in this section or modified as specified. This Agreement contains the entire agreement of the parties and no amendments thereto shall be valid or binding unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement through a duly authorized officer as of the date below.

\_\_\_\_\_  
Dr. Anthony L. Gardner  
Superintendent  
Sumter County School System

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patricia P. Moore, M.S.  
Executive Director  
West Alabama Mental Health Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jackie Reid, M.S.  
Clinical Director  
West Alabama Mental Health Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shenekia Kennedy, M.S.  
Program Director – Child & Adolescent Services  
West Alabama Mental Health Center

\_\_\_\_\_  
Date

## BUSINESS ASSOCIATE AGREEMENT

West Alabama Mental Health Board, Inc. (d/b/a West Alabama Mental Health Center) and the Sumter County Board of Education (SCBOE) have entered into a Service Agreement.

Therefore, the parties enter into this BUSINESS ASSOCIATE AGREEMENT:

1. **DEFINITIONS:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

Specific definitions:

- (a) Business Associate. "Business Associate" shall mean West Alabama Mental Health Board.
- (b) Covered Entity. "Covered Entity" shall mean the Sumter County Board of Education.
- (c) Individual. "Individual" shall have the same meaning as the term "individual in 45 C.F.R.164.5010 and shall include a person who qualifies as a person representative in accordance with 45 C.F.R part 160 and part 164, subparts A and E.
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R.164.502(g).
- (e) Protected Health Information. "Protected Health Information shall have the same meaning as the term "protected health information in 45 C.F.R part 160 and part 164, subparts A and E, limited to the information created and received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.501/
- (g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

## 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide, within 5 days of the receipt of a written request, access to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524.

(g) Business Associate agrees to make an amendments (s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R 164.526 at the request of the Covered Entity, within 15 days of the receipt of a written request.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary, in a time and manner consistent with the applicable law or designated by the Secretary, for purposes of the secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45C.F.R. 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, within 15 days of the receipt of a written request, information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528

(k) Business Associate agrees to indemnify and hold harmless Covered Entity from all liability, costs, or damages arising out of or in any manner connected with the disclosure by Business Associate of any Protected Health Information other than permitted by this Agreement.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information on behalf of, or to provide services, to Covered Entity for the purposes set forth in the underlying agreement and only to the extent that such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the covered Entity or the Minimum necessary policies and procedures of the Covered Entity.

### **4. OBLIGATIONS OF COVERED ENTITY**

#### **4.1 Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy

practices of Covered Entity in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **4.2 Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### **5. TERM AND TERMINATION**

(a) Term. This Agreement shall be effective upon execution, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected health Information, protections are extended to such information, in accordance with the termination provisions in the Section.

(b) Termination of Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any underlying business relationship, however characterized, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

(2) Immediately terminate this Agreement and any underlying business relationship, however characterized, if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cures are feasible; Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or

# Leave of Absence of Personnel

ACTION AGENDA (  New /  Unfinished Business )

Item No: \_\_\_\_\_ pp \_\_\_\_\_

Item: Leaves-of-Absence of Personnel

Exhibit: \_\_\_\_\_

Background Information:

NAME                      SCHOOL/POSITION                      EFFECTIVE DATE

Classified Leaves-of-Absence

- |     |                |                 |                                      |
|-----|----------------|-----------------|--------------------------------------|
| 1 . | Jewel N Ramsey | TRAN/Bus Driver | 12/26/2019 – Until cleared by doctor |
| 2 . | Calicia D Ward | TRAN/Bus Driver | 01/03/2020 - 01/20/2020              |

<sup>1</sup> Applying for Alabama certification via an alternative approach

<sup>2</sup> Certificated employee in a classified position

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

Date: February 6, 2020 Submitted by: \_\_\_\_\_

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

Date: \_\_\_\_\_ Superintendent: \_\_\_\_\_

Tuesday, February 11, 2020

# Leave of Absence Extension of Personnel

ACTION AGENDA ( \_\_\_ New / \_\_\_ Unfinished Business)

Item No: \_\_\_\_\_ pp \_\_\_\_\_

Item: Leaves-of-Absence of Personnel

Exhibit: \_\_\_\_\_

Background Information:

<u>NAME</u>	<u>SCHOOL/POSITION</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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## Classified Leaves-of-Absence Extensions

- |     |                 |                 |                         |
|-----|-----------------|-----------------|-------------------------|
| 1 . | Sandra L Turner | TRAN/Bus Driver | 01/15/2020 - 02/11/2020 |
| 2 . | Rosie Williams  | TRAN/Bus Driver | 01/01/2020 - 02/10/2020 |

<sup>1</sup> Applying for Alabama certification via an alternative approach

<sup>2</sup> Certificated employee in a classified position

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

Date: February 6, 2020 Submitted by: \_\_\_\_\_

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

Date: \_\_\_\_\_ Superintendent: \_\_\_\_\_

Tuesday, February 11, 2020