MINUTES OF THE STATE BOARD OF EDUCATION
THE STATE OF ALABAMA
TUESDAY, JULY 25, 2017
MONTGOMERY, ALABAMA

The Alabama State Board of Education met for a Special-Called meeting of Elementary/Secondary Education matters beginning at 11:45 a.m., Tuesday, July 25, 2017, in the auditorium of the Gordon Persons Building, Montgomery, Alabama. The meeting was called by the Vice President of the Board in accordance with Ala. Code §16-3-7 (1975), as amended.

PRESIDING: MRS. STEPHANIE BELL, VICE PRESIDENT
ALABAMA STATE BOARD OF EDUCATION

Mrs. Stephanie Bell did the invocation and the Pledge of Allegiance was done in unison. On roll call, the following members were present.

Mrs. Ella B. Bell
Mrs. Stephanie Bell
Mrs. Mary Scott Hunter
Dr. Cynthia McCarty
Mr. Jeff Newman
Mrs. Betty Peters
Dr. Yvette Richardson
Mrs. Jacqueline Zeigler

Absent: Governor Kay Ivey, President

Mr. Michael Sentance, State Superintendent of Education and Secretary and Executive Officer of the Board, was present at the meeting.

APPROVAL OF AGENDA

On motion by Dr. Yvette Richardson and seconded by Dr. Cynthia McCarty, the Board voted 8-1-0 to approve the agenda. Mrs. Mary Scott Hunter opposed.

POLICIES FOR ALABAMA STATE BOARD OF EDUCATION’S USE OF OUTSIDE LEGAL COUNSEL

Three Board members, Dr. Yvette Richardson, Dr. Cynthia McCarty, and Mr. Jeff Newman were selected to serve as committee members pertaining to the use of outside legal counsel. Dr. Richardson served as chairperson of the committee.

Du... the discussion period, Mrs. Mary Scott Hunter stated that she was not going to vote for the document and inquired about the cost of outside legal counsel. Responding to a question from Mrs. Hunter, Attorney Lewis Gillis stated that the firm’s rate is $300.00 per hour for firm partners and $225.00 an hour for associates of the firm. Mrs. Stephanie Bell stated there are state-required per hour limits on attorneys’ pay rates and that, according to the administrative code, attorneys’ and all contracts are negotiated and signed by the state superintendent and department legal counsel. The Board will discuss legal rates during the August 10 Work Session.

On motion by Mrs. Ella B. Bell and seconded by Dr. Yvette Richardson, the Board voted 7-1-0 to approve the policies recommended by the committee for the Alabama State Board of Education’s use of outside legal counsel. Mrs. Mary Scott Hunter opposed.

- Individual Board members seeking assistance for the development of legal documents that will require board approval will be afforded the opportunity to seek guidance from the attorneys after the information is vetted by the Vice President of the Board.
- Items needed Board approval regarding legal matters should be submitted to the attorneys by the Vice President.
- Routine matters/issues should normally be addressed by the Departmental staff unless it is connected to Board litigation.

STATE SUPERINTENDENT’S EVALUATION

Mrs. Stephanie Bell presented a PowerPoint presentation on State Superintendent Michael Sentance’s Contract and Evaluation Form. Mrs. Stephanie Bell stated that every superintendent has had a different contract and provided background information. Mrs. Stephanie Bell also pointed out that Mr. Sentance was included in the discussions, provided input, and agreed to his contract and evaluation form before the board’s final approval last year. Mrs. Stephanie Bell advised that the documents will be part of the board minutes and
posted on the Department's website. There was considerable discussion regarding the timing of the evaluation and various other questions as well. Mrs. Stephanie Bell stated that the annual evaluation was included in Mr. Sentance's contract.

Following the discussion pertaining to the Board going into Executive Session, Attorney Lewis Gillis addressed the Board. He stated that the purpose of the Executive Session was not to discuss the evaluation nor discuss job performance but to engage in discussion regarding legal issues under attorney/client privileges.

On motion by Mrs. Ella B. Bell and seconded by Dr. Yvette Richardson, the Board voted 6-2-0 to go into Executive Session. Mrs. Mary Scott Hunter and Mrs. Betty Peters opposed. Mrs. Mary Scott Hunter stated that the people's business should be done in public.

The State Board of Education members went into Executive Session at 12:35 p.m. and returned at 12:55 p.m. Mrs. Mary Scott Hunter chose not to attend the executive session. Immediately following the Session, Attorney Gillis explained the evaluation process. In response to Mrs. Stephanie Bell's request for Attorney Gillis to provide information on the scoring process, Attorney Gillis stated that individual Board members sent responses to the Means and Gillis Law Firm where the individual responses were compiled and included in the instrument presented. Attorney Gillis stated that the instrument consisted of 5 sections and 37 indicators (copy included in the minutes). He stated that Board members were not aware of the composite scores until they were released during his presentation at this meeting.

Attorney Gillis presented the scored composite evaluation document to Board members. Mrs. Hunter expressed concerns pertaining to the method used to tabulate the composite scores since only seven of the nine Board members submitted the evaluation and a divider of eight was used in the tabulation process. It was also noted that Governor Kay Ivey chose not to participate in the process because she was new to the board.

Mrs. Stephanie Bell agreed with Mrs. Hunter's concerns and stated that the scores could be amended to reflect a divider of seven and six on selected questions (see approved composite evaluation form). Dr. Cynthia McCarty stated she did not complete some of the questions because she did not have enough information regarding Mr. Sentance's involvement in those areas. Mrs. Stephanie Bell acknowledged she did not respond to those questions on the evaluation form for the same reasons.

For proper documentation in the minutes, Attorney Gillis submitted a letter regarding the executive session. Opinion on Applicability of Executive Session, to the Vice President of the Board and Executive Secretary to the Alabama State Board of Education (included in the minutes). The letter has been filed in the Board records.

On motion by Mr. Jeff Newman and seconded by Dr. Yvette Richardson, the Board voted 6-2-0 to accept the amended evaluation document, as amended with the divider changes, and present it to Mr. Michael Sentance. Mrs. Mary Scott Hunter and Mrs. Betty Peters opposed.

On motion by Mrs. Ella B. Bell and seconded by Dr. Yvette Richardson the Board voted 6-0-2 for Mr. Michael Sentance to respond to the evaluation during the August 10, 2017, Alabama State Board of Education meeting. Mrs. Mary Scott Hunter and Mrs. Betty Peters abstained.

On motion by Dr. Yvette Richardson and seconded by Mrs. Betty Peters, the meeting adjourned at 1:35 p.m.

ALABAMA STATE BOARD OF EDUCATION MEMBERS
SUPERINTENDENT EVALUATION

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>SCORE</th>
<th>Total Score</th>
<th>Average Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = Need Improvement</td>
<td>10.5</td>
<td>1.50</td>
<td></td>
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</tbody>
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PERFORMANCE RESPONSIBILITES:

I. STATE SUPERINTENDENT OF EDUCATION

A. Implements policies of the Board of Education.
B. Reports on a monthly basis to the State Board of Education members on the status of:
   - programs
   - major personnel decisions and/or negotiated salary;
   - operations, including fiscal/budgetary matters audits and investigations.

C. Informs the Board about State and Federal laws and regulations, as well as current trends and developments in education.

D. Informs Board members when the state Superintendent of Education will be in their respective school districts.

E. Informs Board members of significant events event in their respective school districts.

F. Performs duties as State Superintendent of Education as prescribed by law.

II. EDUCATIONAL LEADERSHIP OF SCHOOLS

A. Provides for supervision, evaluation and professional growth of State Department of Education personnel

B. Supervises the planning, implantation and evaluation of curriculum and instructions

C. Communicates timely and effectively vision/mission to staff, local superintendents, administrators, teachers, students, parents/guardians and other stakeholders.

D. Establishes goals for improving student achievement in all assessments:
   - Works to consistently reduce the number of and to eventually eliminate “failing schools”;
   - Takes leadership role in improving education by reducing remediation and improving Math, Reading, and Science proficiencies;
   - Works to improve the percentage of students that are proficient in Reading and Math on the ACT Aspire or other future-determined assessment.
   - Improves the percentage of students benchmarking on all fours subtests of the ACT.

III. FINANCIAL MANAGEMENT

A. Provides a comprehensive review of the Department's finances to include individual section budgets and number of personnel

B. Seeks sufficient funding for the school system as needed.

C. Prepares an annual budget that reflects the priorities of the State Board of Education.

D. Ensures that expenditures are within limits approved by the State Board.

E. Ensures compliance with federal and state laws, as well as policies.

F. Implements procedures and procurement and fixed assets control of equipment and supplies.

G. Maintains a current fixed assets inventory.

H. Provides a plan to improve efficiencies of the Department, and updates the State Board of Education accordingly via a report made on a quarterly basis.

I. Keep the Board fully informed of major personnel decisions or negotiated salaries. Notifies the Board of audits or investigations regarding finance. Provides year-end report of expenditures by section showing amounts spent and amount left.

IV. COMMUNITY RELATIONS

A. Develop and implements a state-wide plan for community relations
B. Utilizes state/local media in community relations  
9.5 1.36
C. Models positive community involvements  
9.5 1.36
D. Recruits, hires, and retains personnel who have the potential to meet the needs of all.  
10.7 1.53

V. COMMUNICATION AND INTERPERSONAL RELATIONS

| A. Speak clearly, correctly, and coherently.  | 12.9 1.84 |
| B. Write clearly, correctly, and coherently.  | 14.5 2.07 |
| C. Establishes effective communication processes with stakeholders, using model of communication including blogs, vlogs, and education-related articles on the Departmental website.  | 9.7 1.38 |
| D. Establishes effective interpersonal relations  | 9.25 1.32 |
| E. Provides timely, effective, and appropriate communication with local school superintendents.  | 9.4 1.34 |
| F. Ensures that website is updated, user-friendly and easy to navigate.  | 13.5 1.93 |
| G. Establishes a liaison for public contact who is clearly listed on the Department’s website.  | 11 1.57 |

VI. PROFESSIONAL DEVELOPMENT, LEADERSHIP AND RESPONSIBILITIES

| A. Improves professional knowledge and skills  | 12 2.00 |
| B. Implements federal state, and local laws (if applicable), policies and procedures.  | 12 2.00 |
| C. Select appropriate channels for communication/resolving concerns and problems.  | 9.5 1.36 |
| D. Performs duties in an effective manner.  | 9.2 1.31 |
| E. Provides data to the State Board of Education and other agencies as requested.  | 10 1.43 |
| F. Performs duties in accordance with established job description.  | 10.5 1.50 |
STATE OF ALABAMA

COUNTY OF MONTGOMERY

CONTRACT OF EMPLOYMENT

This Contract of Employment (the "Agreement") made as of the 8th day of September, 2016 between the Board of Education of the State of Alabama, hereinafter referred to as "Board," and Michael J. Sentance, as Alabama State Superintendent of Education, hereinafter referred to as "Superintendent."

WHEREAS, Code of Alabama, § 16-4-1 (1975) authorizes the Board to enter into a contract with the Superintendent for his services for a period not to exceed four years; and

WHEREAS, the Superintendent serves at the pleasure of the Board, subject to the terms of this Agreement; and

WHEREAS, the Board has considered and approved this action in a public meeting:

AGREEMENT:

NOW, THEREFORE, IN CONSIDERATION of the mutual conditions and covenants contained herein, it is agreed by the Board and the Superintendent as follows:
SECTION 1. EFFECTIVE DATE: This Agreement shall be effective on and as of September 8, 2016, and the Superintendent shall be entitled to all benefits contained herein as of that date.

SECTION 2. TERM OF EMPLOYMENT: The Board hereby employs the Superintendent and the Superintendent hereby accepts employment with the Board for a period beginning on September 12, 2016, and ending December 31, 2018, subject to the provisions of this Agreement.

SECTION 3. SALARY: During the term of this Agreement, the Superintendent shall be paid $198,000 per full year of employment.

SECTION 4. OTHER BENEFITS: The Superintendent shall be entitled to such other employment benefits as allowed by law, rule, or regulation, including but not limited to, a comprehensive annual physical, per diem travel expenses as provided for State employees, the use of a car, a $1,750 per month housing allowance, reimbursement for reasonable business expenses, including but not limited to the reasonable cost to obtain and maintain a smart phone, an electronic tablet, and a laptop computer, reimbursement for up to $5,000 annually for professional development, and participation in the Teachers' Retirement System (TRS) at the current applicable rate. TRS. The Superintendent shall not be entitled to receive
cost of living or annual salary increases passed by the Alabama Legislature for State
employees, which may be effective on or after this date.

SECTION 5. ANNUAL EVALUATION: The Board shall provide to the
Superintendent an evaluation instrument no later than December 31, 2016, and
each year thereafter. The Board shall conduct an annual evaluation of the
Superintendent’s performance of his duties and responsibilities no later than
December 31, 2017, and each year thereafter. The annual evaluation shall be
conducted in a manner which the Board shall from time to time decide upon. Such
evaluation will, in all events, include the opportunity for the Board Members to
discuss their perceptions of the Superintendent’s performance of his duties. Upon
a finding of unsatisfactory performance, either in part or in whole, the Board shall
notify the Superintendent of the same and shall allow the Superintendent a
reasonable time, not to exceed the next annual evaluation date, to make
satisfactory progress toward correcting such deficiencies or unsatisfactory
performance. Upon a finding of a failure to make satisfactory progress toward
correcting the deficiencies or unsatisfactory performance, the Board shall take such
action as it deems advisable, including the termination of this Agreement,
consistent with the terms therein. A failure to correct deficiencies within a
reasonable time shall be deemed to constitute good cause for termination of this Agreement.

SECTION 6. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES: The Superintendent shall assume and discharge all duties and responsibilities as provided by law and such other duties as the Board shall require of him from time to time in accordance with applicable law.

SECTION 7. TERMINATION BY MUTUAL AGREEMENT: This Agreement may at any time be terminated by the mutual consent of the parties to this Agreement. The consent of the Board in such case may be given or expressed only by official action of the Board.

SECTION 8. TERMINATION BY BOARD: Notwithstanding any other provisions of this Agreement, the Board may at any time officially act, by majority of the whole Board, to unilaterally terminate this Agreement and thereby terminate the employment of the Superintendent. Said action shall be at the sole and absolute discretion of the Board. Any termination pursuant to this section shall only be accomplished after 60 days' notice to the Superintendent. In this event, after the 60-day notice period, the State Superintendent shall be entitled to the balance of his salary for the calendar year, but for this period he shall not receive other non-salary benefits, except as required by State or federal law.
If such termination is to be for cause, as defined under Alabama Code, § 16-3-25 (1975) or under Section 5 of this Agreement, then the State Superintendent shall be notified as provided in Alabama Code, § 16-3-25 (1975), and be given an opportunity to be heard under said section. If termination occurs thereafter for cause, then no remuneration or any other benefit, financial, or otherwise, shall be paid to Superintendent.

SECTION 9. TERMINATION BY SUPERINTENDENT: This Agreement may at any time be terminated unilaterally by the Superintendent by providing 60 days written notice to the Board that he desires to terminate this agreement.

SECTION 10. RENEWAL OF CONTRACT: The Board shall give the Superintendent notice, no later than November 1, 2018 of the last year of the Agreement’s term, of its intent to non-renew the Superintendent’s contract. In the event such notice is not given, this Agreement (as the same may have been amended) shall continue for successive annual periods unless terminated earlier, as provided elsewhere in this Agreement, or until the notice provided for in this paragraph shall be given at the end of such an annual period.

SECTION 11. GOVERNING LAW: This Agreement shall be governed by and be construed in accordance with the laws of the State of Alabama.
Done this 8th day of September 2016.

Michael J. Sentance

The Alabama State Board of Education
By: [Signature]
I, [Name], Vice President
July 25, 2017

Members – State Board of Education
50 N. Ripley Street
Montgomery, AL 36120

Re: Opinion on Applicability of Executive Session

Dear Members:

This is to advise the members of the Alabama State Board of Education that I have reviewed the matter on which the Board of Education is considering convening an executive session for discussion with legal counsel regarding a matter concerning general reputation and character of an employee, and have determined that, in my legal opinion, this matter is appropriate for executive session under Ala. Code Sec. 36-25A-7(a)(1).

Pursuant to Ala. Code Sec. 36-25A-7(a)(1), a copy of this letter should be attached to the minutes of the Alabama State Board of Education meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

MEANS GILLIS LAW, LLC

H. Lewis Gillis
Alabama Bar ID # 7361 L56H

[Signatures]

Vice President
Secretary and Executive Officer