

6. Contract Approval for Blackboard Software and Services
7. Audit Services Agreement
8. Facility Use Agreement - Alabama Veterans Museum and Archives
9. Athens Stadium Gold Seat Transfer Approval
10. PowerUp Handbook Revisions for iPad Refresh Project
11. PowerSchool Contract Approval

B. Personnel Items Approved:

A. Employment

1. Nakita Marshall - CNP Worker/Cashier
2. Zachary Defoe - Bus Driver / Mechanic for Athens City Schools

B. Retirement

1. Kyle Turner - Math Teacher at Athens Renaissance

C. Resignation

1. Charles Glass - Bus Driver
2. Bobby Rice - Custodian AHS
3. Bridgette Fitzpatrick - CNP Cashier/Worker

D. Leave of Absence

1. Alycia Townsend - Athens High School

E. Supplemental Contract

1. Kerri Beth Owens - Remote Classroom
2. Lisa Gill - Remote Teaching
3. Magen Adams - Remote Teaching
4. Virginia Malone - Remote Teaching
5. Anna Abernathy - Virtual Math
6. Leslie Blair - Instructional Support
7. Molly Lauderback - Remote Teacher Aide
8. Karen Rodriguez - Family Engagement
9. Kandie Newsom - Remote Teacher Aide

F. Voluntary Transfer

1. Rick Carter - Executive Principal at AHS to Executive Director of Planning for ACS

G. Long Term Substitute Pay

1. Whitney Miles - Athens Elementary

(See attached for a copy of Mrs. Patton's recommendation to the Board, which was approved, concerning the voluntary transfer of Rick Carter to Executive Director of Planning.)

8. Mrs. Patton stated per the Board's *Vacancies in the Office of Superintendent and Principal* policy, that she and President Russell Johnson will temporarily appoint Mr. Willie Moore to be the interim Principal of Athens High School while that position is vacant. A copy of the Appointment of Interim Principal is attached to these minutes.
9. Mr. Henry moved to enter into an Executive Session to discuss (a) the general reputation and character, physical condition, professional competence or mental health of individuals; and (b) to discuss with its attorney the legal ramifications of and legal options for pending litigation, controversies not yet being litigated but imminently likely to be litigated (or imminently likely to be litigated if the board pursues a proposed course of action). Mrs. Manville seconded the motion.

The vote was unanimous in approval of the motion. President Johnson announced that he expected the Board would reconvene and engage in further business upon returning from its executive session, and that he expected the executive session to take approximately thirty minutes or so.

10. Prior to voting to convene the executive session, Mr. Shane Black, Athens City Board Attorney submitted a Declaration and Opinion in compliance with § 36-25A-7 of the *Code of Alabama*. The Declaration and opinion was provided both orally and in writing. A copy of the declaration is attached to these minutes.
11. Upon the conclusion of the Board's executive session, Mrs. Malone moved that the board return to regular session. Mrs. Hutton seconded the motion. The vote was unanimous in favor of the motion.
12. Mr. Green moved that the Board approve the Separation Agreement between the Board and William "Trey" Holladay. Mrs. Malone seconded the motion. The vote was unanimous in favor of the motion. A copy of the signed Separation Agreement is attached to these minutes.
13. Board President Russell Johnson then addressed those in attendance. He stated as follows:

As you all know, in June, 2020, Dr. Holladay was placed on administrative leave. In the four months since that time, the school system has fully cooperated with a federal investigation, and, per the superintendent contract, has continued to pay Holladay's salary and related benefits. The investigation remains ongoing and confidential at the request of federal officials. The Board has not been informed of a date certain for the conclusion of the investigation. Dr. Holladay has almost 2 years remaining on his superintendent contract.

After a full review of the present situation and the uncertainties attendant with our circumstances, the board of education believes that it is both timely and appropriate to make a change in leadership and that such a change is in the best interest of Athens City Schools. With that in mind, the Board has agreed with Dr. Holladay to terminate Dr. Holladay's contract, so that his tenure as superintendent will conclude on October 31, 2020. The system has negotiated a full and final settlement payment of \$250,000 with Dr. Holladay. This settlement payment resolves and eliminates any further compensation and other expenses which we may have otherwise been obliged to pay related to this matter and provides us a financial savings and more certainty for our financial obligations under Dr. Holladay's employment contract. The Board believes that this settlement is in the best interest of the school system and the students we serve as it will allow us to move forward and focus on our school system's future. A separation agreement with Holladay has been approved by the Board.

In the weeks to come, the Board will begin the process and timeline for posting and selecting a new superintendent. I anticipate that we will have a new superintendent in place very soon.

The school system is in good financial shape, and we look forward to focusing on fully reopening our schools safely, rebuilding Athens Elementary, and planning for the future growth of this community.

In the meantime, Beth Patton remains the Acting Superintendent of Athens City Schools. This has been a difficult year for the school system filled with many different challenges, and the Board very much appreciates her leadership during this time.

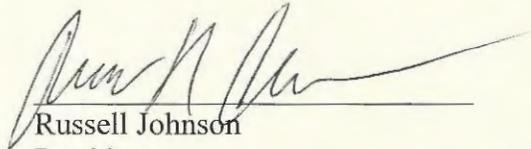
14. President Johnson then stated that, per Board policy, the Board previously named Beth Patton as its acting/interim Superintendent in June, 2020, when Dr. Holladay was placed on temporary paid administrative leave. He further explained that the position of Superintendent will be vacant on November 1, 2020. He explained that § 16-12-1 of the *Code of Alabama* applies when that kind of vacancy occurs, and the Board may appoint an Interim Superintendent to serve for up to 180 days, until it permanently fills the position. President Johnson then asked for a motion to appoint Beth Patton to serve as the Interim Superintendent under § 16-12-1 of the *Code of Alabama*.

Mr. Henry made the motion to appoint Mrs. Beth Patton as Interim Superintendent. Mr. Lucas seconded the motion. The vote was unanimous in favor of the motion.

ADJOURNMENT: There being no further business; the meeting adjourned at 7:38 p.m. on a motion by Mrs. Manville and seconded by Mrs. Malone.



Mrs. Beth Patton
Superintendent



Russell Johnson
President

JOB TITLE: Executive Director of Planning

QUALIFICATIONS:

1. Class AA, Educational Administrator preferred
2. Class A, Educational Administrator required
3. Minimum five years successful experience as a teacher or school administrator in public education
4. Must meet background clearance requirements as specified by Alabama statutes and State Board of Education regulations

REPORTS TO: Superintendent

JOB GOAL: To research, plan and present opportunities for growth and strategic planning

CONTRACT: 240 days. This is a temporary position, existing until June 30, 2021 (although the duration may be extended by the Board of Education). It is created to serve a special project, the funding and duration of which are finite, and so neither tenure nor nonprobationary status may be attained in or by virtue of employment in this position. A person selected for this position is an employee at-will of the school board.

SALARY SCHEDULE J *OR AS NEGOTIATED DEPENDING ON THE APPLICANT'S EXPERIENCE.*

DUTIES AND RESPONSIBILITIES:

- Create long and short term plans (for capital improvements, student placements, and other expansions) to address challenges and opportunities resulting from population growth in the City of Athens
- Provide strategic vision and strong leadership
- Collect and analyze demographic and other area data needed to make plans and decisions for the future of the school system
- Set goals and track progress
- Create and nurture effective communications
- Collaborate with community agencies and stakeholders concerning challenges and opportunities resulting from population growth in the City of Athens
- Identify and manage potential risks and liabilities
- Suggest and help create marketing initiatives to increase awareness
- Serve as a point of contact for teams
- Align project goals with district beliefs and priorities
- Perform quality assurance on projects
- Ensure stakeholder engagement and input
- Model ethical behavior at both the school and community levels
- Communicate to others expectations of ethical behavior

- Respect the rights and dignity of others
- Participate in professional learning

KNOWLEDGE SKILLS AND ABILITIES

1. Ability to plan and make recommendations based on allocated resources
2. Ability to read, interpret and enforce the State Board of Education rules, Code of Ethics, School Board policies, and appropriate state and federal statutes.
3. Ability to use effective public speaking skills, interaction skills, and problem-solving skills.
4. Skill in personnel management and supervision techniques.
5. Ability to communicate effectively, both orally and in writing.
6. Ability to analyze and use data.
7. Knowledge of current educational trends and research.
8. Knowledge and understanding of the unique needs and characteristics of students.
9. Ability to use group dynamics in the context of cultural diversity.
10. Physical and emotional ability and dexterity to perform required work and move about as needed in a fast-paced, high-intensive work environment.

EVALUATION:

Performance of this job will be evaluated in accordance with the provisions of the Board's policy on evaluation of personnel.

SOURCE: Athens City Schools, Athens, Alabama

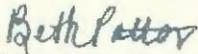
WHERE TO SUBMIT A COVER LETTER AND RESUME: Tammie.brand@acs-k12.org

Superintendent Recommendation

October 22, 2020

Rick Carter has requested to be transferred to the administrative position of *Executive Director of Planning*, effective immediately. Its job description and duties are attached.

I recommend that the Board approve Rick Carter's request, and that he be transferred to the administrative position of *Executive Director of Planning*, effective immediately. This transfer would be conducted pursuant to Section 5 of Carter's 2019 *Principal Employment Contract*, such that his employment would remain governed by that principal contract, and his annual salary would remain the same as stated in that contract (although he would no longer serve as and perform the duties of the principal of Athens High School, but instead perform the duties of this new administrative position).



Beth Patton
Acting Superintendent

APPOINTMENT OF INTERIM PRINCIPAL

October 22, 2020

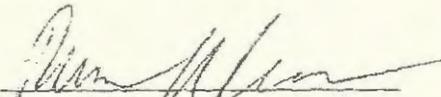
The Athens City Board of Education's *Vacancies in the Office of Superintendent and Principal* policy provides that in the event of a vacancy occurring in the position of principal, as certified in writing by the superintendent, the superintendent may temporarily appoint a person to act as principal (and be referred to as "interim principal") and carry on the functions and duties of that position, during the period of such vacancy or until the superintendent and board of education take different action. The policy further provides that in the event that there is an interim superintendent in place at the time of the activities described therein, that the above duties of "superintendent" shall be replaced with "president of the board of education".

In accordance with the *Vacancies in the Office of Superintendent and Principal* policy, the undersigned do hereby certify to the Athens City Board of Education that, upon Rick Carter's voluntary transfer to the administrative position of the *Executive Director of Planning* earlier this same date, that there is a vacancy in the position of Principal of Athens High School.

As such, upon the recommendation of Interim Superintendent Beth Patton, Board President Russell Johnson does hereby confirm Patton's selection of the temporary appointment of Willie Moore as the Interim Principal of Athens High School.



Beth Patton
Interim Superintendent
Athens City Schools



Russell Johnson
President
Athens City Board of Education

DECLARATION AND OPINION

My name is E. Shane Black. I am over the age of nineteen (19), and I make this Declaration and Opinion based upon my own personal knowledge, information and belief. I am an attorney licensed to practice law in the State of Alabama and am the Attorney for the Athens City Board of Education. I am offering this Declaration and Opinion in compliance with Section 36-25A-7 of the *Code of Alabama* (1975).

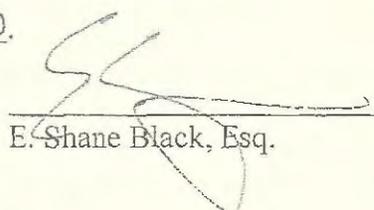
On the 22 day of October, 2020, at a meeting of the Athens City Board of Education, there has been or will be made a motion calling for an executive session for the following purpose(s):

- To discuss with the Board's attorney the legal ramifications of and legal options for pending litigation;
- To discuss with the Board's attorney controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the Board pursues a proposed course of action;
- To meet or confer with a mediator or arbitrator with respect to any litigation or decision concerning matters within the jurisdiction of the Board involving another party, group, or body.

Prior to voting to convene the executive session, I am offering this Declaration and Opinion for the purpose of stating that Section 36-25A-7 of the *Code of Alabama* (1975) is applicable to the planned discussion, and I hereby request that this written Declaration and Opinion be reflected in the minutes for said meeting. I have further advised the Board that if any deliberation begins among them regarding what action to take relating to pending or threatened litigation based upon the advice of counsel, the executive session shall be concluded and the deliberation shall be conducted in the open portion of the meeting or the deliberation shall cease.

This Declaration and Opinion shall not constitute a waiver of the attorney-client privilege.

Dated this 22nd day of October, 2020.



E. Shane Black, Esq.

SEPARATION AGREEMENT

This Separation Agreement and Release (hereinafter the "Agreement") is made this 22nd day of October, 2020, by and between William Holladay (hereinafter referred to as "Holladay" and/or "Superintendent") and the Athens City Board of Education (the "Board"). This Agreement shall provide for the termination of the *2015 Employment Agreement Superintendent of the Athens City Schools*, as amended (the "Superintendent Contract"). This Agreement shall be effective upon its final approval by the Board. Holladay and the Board shall hereinafter sometimes be referred to as the "Parties"

RECITALS

WHEREAS, Holladay has most recently been employed as the Superintendent of the Athens City School District pursuant to the terms and conditions of the Superintendent Contract; and,

WHEREAS, The Board and the Superintendent have been engaged in good faith negotiations concerning the terms and conditions of the Superintendent's transition of employment and his status with the Board, and the Parties desire to enter into this Agreement and agree that this Agreement is the result of a mutual compromise concerning the Superintendent's future employment status, and that this resolution is done to avoid further negotiations or controversies about any of the matters covered by this Agreement without admitting any liability, wrongdoing, negligence or malfeasance of any description whatsoever in order to mutually and fully resolve any questions related or pertaining to the aforementioned employment matters and all concerns between them on the terms and conditions set forth below.

MUTUAL UNDERTAKINGS AND COVENANTS OF THE PARTIES

NOW THEREFORE in consideration of the premises and the covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Holladay and the Board, intending to be legally bound, hereby covenant and agree as follows:

1. **Employment Status.** The Board and Holladay agree to the termination of the Superintendent Contract, and the discontinuance of the Superintendent's employment by the Board, with such termination and discontinuance to be effective at 11:59 P.M. on October 31, 2020 (the "Termination Date"). Holladay will receive his normal pay and benefits through and until such Termination Date, and will remain on paid administrative leave until the Termination Date.

2. **Settlement Payment.** In full settlement of the various disputed claims and issues between the Parties, the Board will pay Holladay Two Hundred Fifty-Thousand and 00/100 Dollars (\$250,000.00) (the "Settlement Payment"). The Settlement Payment shall be made to Holladay within ten (10) days after this Agreement is effective pursuant to Section 3 herein below. Pursuant to Holladay's request, the Board agrees to pay the Settlement Payment to Holladay in a

lump sum payment via a check or electronic transfer, and Holladay agrees that he is fully responsible and liable for reporting and paying any applicable state or federal taxes related or pertaining to the Settlement Payment. Holladay agrees to indemnify and hold the Board harmless for any additional taxes or penalties, if any, that may be determined to be due or payable and such payments shall be his sole responsibility if owed as a result of the Settlement Payment.

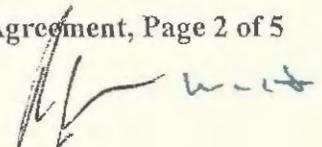
3. Release of Claims.

(a) For and in consideration of the covenants set forth herein, Holladay on behalf of himself and his heirs, administrators, executors, assigns, predecessors, successors, attorneys, agents, representatives, or affiliates, separately and severally, does hereby forever release, discharge and acquit the Board and it's or their heirs, administrators, officers, employees, executors, assigns, predecessors, successors, attorneys, accountants, insurance companies, agents, representatives, affiliated companies, officers and directors (the "Released Parties"), separately and severally, of and from, each and every claim, complaint, contract, right, demand, action, counterclaim, liability or cause of action that Employee has, has had or may have had against the Board, related, directly or indirectly, to claims for additional compensation, wages, additional retirement contributions and/or benefits arising from or relating to his employment with Athens City Schools, the Superintendent Contract, and/or Board policy/practice, including but not limited to any wages, vehicle allowance, expense reimbursement, vacation days, personal leave, indemnity, insurance, and sick leave (provided, however, that this release does not include any claims for TRS retirement benefits that Holladay may have accrued pursuant to state law).

(b) Holladay does hereby further agree that the Board shall have no other duties or obligations to provide indemnity to Holladay arising under the Superintendent Contract, from and after the Termination Date, including but not limited to any further duties to Holladay arising under Section 15 of the Superintendent Contract, and/or duties to pay for any attorney fees or costs on Holladay's behalf where such attorney fees are incurred after the Termination Date. Holladay represents and warrants that no person or entity other than Holladay is entitled to assert any claim based on any of the matters herein released or waived, and Holladay agrees to indemnify and hold harmless the Board and the Released Parties (as defined hereinafter) against such claims.

(c) Holladay further agree that this Release includes, but is not limited to, all rights or claims which arise under federal, state, or local law for discrimination, breach of employment contract, harassment (sexual or otherwise), wrongful discharge, constructive discharge, retaliation, fraud, misrepresentation, defamation, violation of public policy, intentional infliction of emotional distress, invasion of privacy, interference with contract rights or opportunities, negligent and/or wanton supervision, and any other claims of breach of contract or tort.

(d) Holladay does hereby agree that this Release also includes, but is not limited to, any rights or claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 and 1985, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Consolidated Omnibus Reconciliation Act of 1985, the Americans with Disabilities Act, the Family and Medical Leave Act, and any other federal, state, or local law, ordinance, or regulation applying to or regulating employment as well as general federal or state law, including state tort and contract law.

A handwritten signature in black ink, appearing to be "M. W. ...", is written over the page number.

(e) Holladay does hereby further agree that this Release also specifically includes without limitation, a release of any rights or claims Employee may have under the Age Discrimination in Employment Act (ADEA), which prohibits age discrimination in employment. Holladay acknowledges that that he is releasing rights and claims under the ADEA, as amended. Holladay further acknowledges that he has been advised, as required by the ADEA, that: (a) his waiver and release does not apply to any rights or claims that arise after the date he signs this Agreement; (b) he should consult with an attorney prior to signing this Agreement; (c) he has twenty-one (21) days to consider this Agreement (although he may choose voluntarily to sign it sooner); (d) he has seven (7) days following the date he signs this Agreement to revoke the Agreement (in a written revocation sent to the Board, as described below); and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after Holladay signs this Agreement provided that he does not revoke it. Notice of revocation under this section will be effective only if given in writing to the Board, in care of Acting Superintendent Beth Patton, at 655 US Highway 31 N, Athens, Alabama 35611.

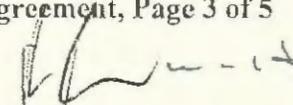
(f) Notwithstanding any of the foregoing, the Board acknowledges that Holladay would still have the right to participate in an administrative charge, though Holladay agrees to relinquish any right to any damages he might claim in connection with such charge.

4. **COBRA NOTICE.** Holladay understands and agrees that he will be provided a COBRA notice, as required by law, providing him the right to elect continuation coverage of health insurance benefits at his own costs, following the Termination Date.

5. **SUPERINTENDENT OBLIGATIONS.** In an effort to ensure an appropriate transition of school system leadership, Holladay agrees that he will not enter upon school property, enter school facilities or attend school functions, unless it is with the authorization of the Board President. Holladay further agrees that he will not contact, meet with or consult Board members, staff or employees related to the school system's business or education affairs, except with the express permission of and supervision of the Board President or his designee. Prior to the Termination Date, Holladay will cooperate with the implementation of customary transitional protocols for school system security and the retrieval of all school system property. Holladay agrees to return any and all Board property (including any computers, keys, books, records, and other items) to the Board President. Additionally, Holladay agrees to make mutually convenient and appropriate arrangements with the Board President to enter upon school property prior to the Termination Date and to retrieve and remove any and all of Holladay's personal items and property. In order to facilitate an orderly transition of school system leadership, Holladay, until and after the Termination Date, will cooperate with all reasonable requests of the Board for information related to the operations of the school system.

6. **VOLUNTARY SETTLEMENT.** This Agreement is a voluntary settlement of doubtful and/or disputed claims, and it is entered into to avoid further negotiations or controversies about any of the matters covered by this Agreement without admitting any liability, wrongdoing, negligence or malfeasance of any description whatsoever in order to mutually and fully resolve any questions related or pertaining to the aforementioned matters and all concerns between the Parties on the terms and conditions set forth herein.

7. **FINAL AGREEMENT.** This Agreement constitutes the final, complete, sole, and exclusive agreement between Holladay and the Board concerning the subject matter of Holladay's



employment with the Board, and all prior agreements, contracts, representations, negotiations, statements, explanations, assurances, and promises (whether oral or written) are merged into it.

8. **AMENDMENT.** No officer, agent, or employee of the Board nor Holladay has any authority to alter, modify, waive, or make any exceptions to this Agreement, except in a writing approved by the Board and Holladay, and no written or oral promises or agreements regarding this Agreement, or exceptions to or waivers of this Agreement, are valid or should be relied on, except those made in writing and approved by the Board and Holladay.

9. **SEVERABILITY.** Should any provision of this Agreement be held void, unenforceable, or otherwise invalid by a court of competent jurisdiction, that provision shall be deemed severed from this Agreement, and the remaining provisions shall continue in full force and effect.

10. **MISCELLANEOUS.**

(a) Both Holladay and the Board agree that they have had the opportunity to review this Agreement with legal counsel of their own choosing; that no other promises, agreements, representations, or explanations of any kind have been made to Holladay by the Board to cause Holladay to agree to and sign this Agreement; that Holladay has read, knows, and understands the contents of this Agreement including its final and binding effect; and that he signs this Agreement knowingly and voluntarily of his own free will.

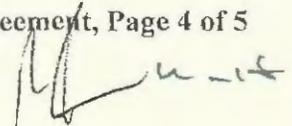
(b) No other promises, agreements, or explanations of any kind have been made to or with Holladay by any persons or entities whatsoever to cause him to agree to and sign this Agreement.

(c) No provision in this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

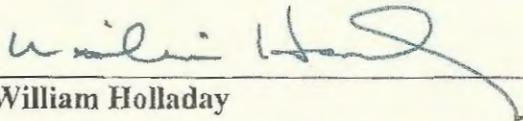
(d) Each of the parties hereto agrees to execute any and all instruments and perform all functions reasonably necessary in order to cause this Agreement to be consummated and become effective as soon as possible.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama, and in the event of any litigation between the parties concerning this Agreement, both parties agree that a court of proper jurisdiction in Limestone County, Alabama is the proper venue for such litigation.

A handwritten signature in black ink, appearing to be 'M. H. ...', is written over the page number.

IN WITNESS WHEREOF, the Board has caused this Separation Agreement to be approved on its behalf by a duly authorized officer, and Holladay has likewise approved this Separation Agreement as shown below.

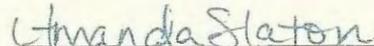


William Holladay

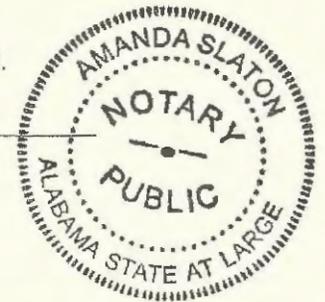
STATE OF ALABAMA)
LIMESTONE COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **William Holladay**, whose name is signed to the foregoing Separation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing document, he executed the same voluntarily and of his own free will.

Given under my hand and official seal this the 16 day of October, 2020.



NOTARY PUBLIC



ATHENS CITY BOARD OF EDUCATION

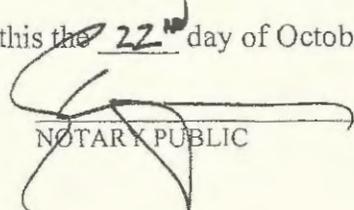


By: Russell Johnson
Its President

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Russell Johnson, whose name as President of the Athens City Board of Education, is signed to the foregoing Separation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Athens City Board of Education.

Given under my hand and official seal on this the 22nd day of October, 2020.



NOTARY PUBLIC

