# MINUTES OF THE ALABAMA STATE BOARD OF EDUCATION THE STATE OF ALABAMA APRIL 10, 2025 MONTGOMERY, ALABAMA

The Alabama State Board of Education met for its regular meeting of Elementary/Secondary Education matters on Thursday, April 10, 2025, at 10:00 a.m., in the auditorium of the Gordon Persons Building, Montgomery, Alabama. The meeting was called to order by the President of the Board in accordance with *Alabama Code* (1975), §16-3-7, as amended.

### PRESIDING: GOVERNOR KAY IVEY, PRESIDENT

The invocation was done by Reverend Candice Frazer, Rector, Church of the Ascension, Montgomery, Alabama, and Pledge of Allegiance to the American Flag that was done in unison.

The following members were present:

### **Present**

Dr. Tonya Chestnut in person Governor Kay Ivey in person Dr. Allen Long in person Mrs. Marie Manning in person Mrs. Kelly Mooney in person Dr. Yvette Richardson in person Mrs. Tracie West in person Mrs. Jackie Zeigler in person

### **Absent**

Dr. Wayne Reynolds

Dr. Eric G. Mackey, State Superintendent of Education, was also present.

### APPROVAL OF THE AGENDA

On motion by Mrs. Marie Manning and seconded by Dr. Tonya Chestnut, the Board voted unanimously to approve the agenda.

### APPROVAL OF THE MINUTES FOR THE MARCH 13, 2025, MEETING

On motion by Dr. Yvette Richardson and seconded by Mrs. Tracie West, the Board voted unanimously to approve the minutes for the meeting of March 13, 2025.

On motion by Dr. Tonya Chestnut and seconded by Mrs. Jackie Zeigler, the Board voted unanimously to approve the following.

# RESOLUTION HONORING ALABAMA EDUCATOR MARY TRAVIS DR. ROBERT W. GILLIARD ELEMENTARY SCHOOL MOBILE COUNTY SCHOOL SYSTEM RECIPIENT OF THE NATIONAL MILKEN EDUCATOR AWARD

**WHEREAS,** a top Mobile County School System educator, Mary Travis, an exceptional Mathematics and Science teacher at Dr. Robert W. Gilliard Elementary School, has officially been named this year's Alabama Milken Educator Award recipient; and

**WHEREAS,** often nationally referred to as the "Oscars of Teaching," the Milken Educator Awards work to highlight the remarkable achievements of America's best educators through the celebration of Grades K-12 education and the teaching profession; and

**WHEREAS**, Alabama Milken Educator Mary Travis has personally committed her career to instilling excellence in all students to ensure their potential for a lifetime of success; and

**WHEREAS**, Mary Travis consistently creates a dynamic learning environment at Dr. Robert W. Gilliard Elementary School conducive to remarkable student achievement; and

**WHEREAS**, Alabama Milken Educator Mary Travis teaches both fifth grade mathematics and science; and

- **WHEREAS,** in her classroom she uses both a whole- and small-group instruction approach, which also utilizes current technology to encourage each student to demonstrate their individual learning skills and personal understanding of complex problem solving; and
- **WHEREAS,** Alabama Milken Educator Mary Travis also engages her students through a personalized teaching approach focused on utilizing online lab simulations, proven science best practices, and innovative math instruction; and
- **WHEREAS,** Mary Travis is truly a positive community ambassador for Dr. Robert W. Gilliard Elementary School and also enthusiastically serves in the vital role of being the school's well-known mascot "Gilly Gator," who brings memorable joy to the Mobile County community; and
- **WHEREAS,** in her role as her school's lead math teacher, Alabama Milken Educator Mary Travis supervises student teachers, mentors new educators, and trains all staff members on best practices, differentiated classroom instruction, and new technology; and
- **WHEREAS,** Mary Travis is respected by her colleagues for openly sharing strategies with those who may need additional assistance with professional development areas, learning observations, or advise on strategies to increase classroom performance; and
- WHEREAS, Mary Travis has expanded her own teaching skills through various writing projects, as well as completing International Baccalaureate (IB) curriculum training and spearheading IB coordination in her community while also utilizing Positive Behavioral Interventions and Supports (PBIS) processes to further build a highly effective student-centered school culture; and
- **WHEREAS**, Mary Travis is also an active member of her school district's math curriculum writing team and highly respected statewide; and
- **WHEREAS**, her remarkable leadership, resourcefulness, and ability to build solid relationships has truly made her a trusted education leader in her community; and
- **WHEREAS**, Alabama first joined the Milken Educator Awards Program in 1998 and now 42 of our state's top teachers have earned this prestigious award:
- **NOW, THEREFORE, BE IT RESOLVED,** That the Alabama State Board of Education does hereby commend and congratulate Mary Travis upon the honor of being selected as Alabama's recent recipient of the Milken Educator Award.

Done this 10th day of April 2025

On motion by Dr. Yvette Richardson and seconded by Dr. Tonya Chestnut, the Board voted unanimously to approve the following.

### RESOLUTION HONORING DR. WALTER B. GONSOULIN, JR. NATIONAL SUPERINTENDENT OF THE YEAR

- **WHEREAS**, the Alabama State Board of Education recognizes exceptional leadership, educational innovation, and dedication to student achievement; and
- **WHEREAS,** Dr. Walter B. Gonsoulin, Jr., Superintendent of Jefferson County School System, has been honored as the **National Superintendent of the Year**, reflecting his outstanding contributions to education at both the state and national levels; and
- **WHEREAS,** Dr. Walter B. Gonsoulin, Jr., earned his Ph.D. in Curriculum and Instruction from Mississippi State University, a Master of Education in Educational Leadership from Southern University, and Bachelor degrees in Elementary Education and Interpersonal Counseling and Communication from the University of Louisiana at Lafayette; and
- **WHEREAS,** Dr. Walter B. Gonsoulin, Jr., has dedicated his career to educational excellence as Interim Superintendent, Deputy Superintendent, and Superintendent of Jefferson County School System, Superintendent of Fairfield City School System, Assistant Superintendent in Starkville School District, and as an educator and administrator at various esteemed institutions; and

**WHEREAS,** Dr. Walter B. Gonsoulin, Jr., professional service extends beyond district leadership, encompassing roles as Adjunct Professor at Samford University and Miles College, President of the School Superintendents of Alabama, and significant contributions to numerous professional organizations and committees dedicated to educational leadership and innovation; and

**WHEREAS,** Dr. Walter B. Gonsoulin, Jr., remarkable achievement in securing over \$21 million in grants for after-school and summer enrichment programs has positively impacted countless students, demonstrating his unwavering commitment to providing educational opportunities for all children, especially those in underserved communities; and

**WHEREAS,** Dr. Walter B. Gonsoulin, Jr., is a respected scholar and presenter, contributing research and expertise through numerous international, national, and state conferences, publications, and professional associations, further demonstrating his dedication to educational advancement:

**NOW, THEREFORE, BE IT RESOLVED,** That the Alabama State Board of Education hereby congratulates Dr. Walter B. Gonsoulin, Jr., for being named National Superintendent of the Year, recognizes his exemplary service, leadership, and dedication to education, and expresses sincere appreciation for his invaluable contributions to the Jefferson County School System, the State of Alabama, and the nation.

Adopted this 10th day of April 2025

On motion by Mrs. Tracie West and seconded by Dr. Yvette Richardson, the Board voted unanimously to approve the following.

### **RESOLUTION IN RECOGNITION OF ALABAMA 2025 PURPLE STAR SCHOOLS**

**WHEREAS**, today over one million Americans are bravely serving in the United States Armed Services. More than 300,000 Alabamians served their nation at home and abroad; and

**WHEREAS**, over 40,000 children in the State of Alabama are members of military families; and

**WHEREAS**, students who have parents in the military may experience unique challenges as a result of their family's military service including attending multiple schools; and

**WHEREAS,** frequent moves, family separations through deployments, and reintegration which can cause academic difficulties for youth; and

WHEREAS, the month of April has been designated as the Month of the Military Child; and

**WHEREAS**, the Alabama Purple Star Class of 2025 is committed to meeting the unique needs of all students, especially those of military youth:

**NOW, THEREFORE, BE IT RESOLVED,** That the Alabama State Board of Education does hereby commend and congratulate Alabama Purple Star Class of 2025, comprised of the 15 school districts and 124 schools listed below, for their support and commitment to military personnel, their families, and veterans; and

**BE IT FURTHER RESOLVED,** That the Alabama State Board of Education does hereby proclaim April 18, 2025, as Purple Up Day and encourages local boards of education, schools, business professionals, and community organizations to participate in this celebration through activities that demonstrate the importance of Alabama's military community and Purple Star Schools.

### Autauga County School System

Pine Level Elementary School, Prattville Elementary School, Prattville Intermediate School, Prattville Kindergarten School, Prattville Primary School, and Marbury High School

### Baldwin County School System

Florence B Mathis Elementary School, Spanish Fort High School, and Stonebridge Elementary School

### Cullman County School System

Good Hope Elementary School, Good Hope Primary School, Hanceville Middle School, Vinemont Elementary School, and Vinemont High School

### Huntsville City School System Continuation

Martin Luther King Jr. Elementary School, McDonnell Elementary School, Monte Sano Elementary School, Montview Elementary School, Morris Elementary School, Morris Middle School, Mountain Gap Elementary School, Mountain Gap Middle School, New Century Technology High School, Providence Elementary School, Ridgecrest Elementary School, Rolling Hills Elementary School, Ronald E. McNair Junior High School, Sonnie Hereford Elementary School, Weatherly Heights Elementary School, Whitesburg Elementary School, Whitesburg Middle School, Williams Elementary School, and Williams Middle School

### **Dale County School System**

Midland City Elementary School and South Dale Middle School

#### **Decatur City School System**

Austin High School, Austin Junior High School, Austin Middle School, Austinville Elementary School, Banks-Caddell Elementary School, Benjamin Davis Elementary School, Chestnut Grove Elementary School, Decatur High School, Eastwood Elementary School, Frances Nungester Elementary School, Julian Harris Elementary School, Leon Sheffield Magnet School, Oak Park Elementary School, Walter Jackson Elementary School, West Elementary School, and Woodmeade Elementary School

### **Elmore County School System**

Coosada Elementary School, Eclectic Middle School, Holtville High School, Millbrook Middle School, Stanhope Elmore High School, The Edge Virtual School, and Wetumpka Middle School

### Homewood City School System

Edgewood Elementary School, Hall-Kent Elementary School, Homewood Middle School, and Shades Cahaba Elementary School

#### **Huntsville City School System**

for Academics & Arts Elementary School, Academy for Academics and Arts Middle School, Academy for Science & Foreign Language Elementary School, Academy for Science & Foreign Language Middle School, Blossomwood Elementary School, Challenger Elementary School, Challenger Middle School, Chapman Elementary School, Chapman Middle School, Columbia High School, Farley Elementary School, Goldsmith Schiffman Elementary School, Grissom High School, Hampton Cove Elementary School, Hampton Cove Middle School, Huntsville High School, Huntsville Junior High School, James I Dawson Elementary School, Jemison High School, Jones Valley Elementary School, Lakewood Elementary School, Lee High School

### Jackson County School System

### Lee County School System

Beauregard Elementary School, Beulah Elementary School, Beulah High School, East Smiths Station Elementary School, Loachapoka Elementary School, Smiths Station High School, Wacoochee Elementary School, and West Smiths Station Elementary School

### Madison County School System

Buckhorn High School, Buckhorn Middle School, Central School, Harvest Elementary School, Endeavor Elementary School, Hazel Green Elementary School, Hazel Green High School, Legacy Elementary School, Lynn Fanning Elementary School, Madison County Elementary School, Madison County High School, Madison County Virtual Academy, Meridianville Middle School, Moores Mill Intermediate School, New Hope High School, New Market Elementary School, Owens Cross Roads Elementary School, Riverton Intermediate School, Sparkman Ninth Grade School, and Sparkman High School

#### **Ozark City School System**

D. A. Smith Middle School

#### **Phenix City School System**

Westview Elementary School

### **Russell County School System**

Dixie Elementary School, Ladonia Elementary School, Mount Olive Intermediate School, Mount Olive Primary School, Oliver Elementary School, Russell County Middle School, and Russell County High School

### Trussville City School System Hewitt-Trussville High School

### **Other**

Alabama School of Cyber Technology & Engineering, Huntsville Christian Academy, and Ivy Classical Academy Independent School

Done this 10th day of April 2025

On motion by Dr. Yvette Richardson and seconded by Dr. Tonya Chestnut, the Board voted unanimously to approve the following:

### RESOLUTION TO APPROVE EDUCATOR PREPARATION PROGRAMS **Athens State University**

WHEREAS, Alabama Administrative Code, Rule 290-3-3-.59(3), allows a program leading to an Alabama Professional Educator Certificate to be approved through the Continuous Improvement in Educator Preparation (CIEP) program review process; and

WHEREAS, Athens State University submitted their Class B programs (Biology, Chemistry, Collaborative Special Education (K-6); Collaborative Special Education (6-12); Early Childhood Education, Elementary Education, English Language Arts, General Social Studies, Health and Physical Education, History, Mathematics, Physical Education, Technical Education, and Visual Arts) for review in 2022 and were granted conditional approval through June 30, 2025; and

WHEREAS, Athens State University was required to demonstrate progress toward implementing the requirements of the Alabama Literacy Act for approval of the programs in Collaborative Special Education (K-6), Early Childhood Education (P-3), and Elementary Education (K-6); and

WHEREAS, Athens State University is fully accredited through the Council for the Accreditation of Educator Preparation (CAEP); and has its next accreditation visit in Fall 2028; and

WHEREAS, Athens State University submitted a progress report in September 2023 (i.e. revised course syllabi, matrix of program progression, evidence of faculty training in the Science of Reading, evidence of newly adopted textbooks, etc.) detailing their efforts toward meeting the recommendations provided by Barksdale Institute for Science of Literacy; and

WHEREAS, the CIEP program approval review for Athens State University constituted of both a document submission and a formal visit to the institution; and

WHEREAS, Athens State University documented compliance with all standards for the programs submitted; and

**WHEREAS**, the Alabama literacy review team examined the evidence presented by Athens State University and determined that significant progress has been made toward implementing the recommendations submitted by Barksdale; and

**WHEREAS,** Athens State University is now engaged in a process of continuous improvement:

**NOW, THEREFORE, BE IT RESOLVED,** That the Alabama State Board of Education hereby grants approval of the following programs until April 30, 2032:

Class B Biology (6-12)
Class B Chemistry (6-12)
Class B Collaborative Special Education (K-6)
Class B Collaborative Special Education (6-12)
Class B Early Childhood Education (P-3)

Class B Elementary Education (K-6)
Class B English Language Arts (6-12)
Class B General Social Studies (6-12)
Class B Health Education (6-12) and Physical Education (P-12)
Class B History (6-12)
Class B Mathematics (6-12)
Class B Physical Education (P-12)
Class B Technical Education (6-12)
Class B Visual Arts (P-12)

Done this 10th day of April 2025

On motion by Mrs. Tracie West and seconded by Mrs. Marie Manning, the Board voted 7-1-0 to approve the following. Mrs. Jackie Zeigler opposed.

### STATE SUPERINTENDENT OF EDUCATION CONTRACT OF EMPLOYMENT

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THIS AGREEMENT is made on April 10, 2025, by and between the Board of

Education of the State of Alabama (the "Board") and Dr. Eric G. Mackey (the "Superintendent").

WHEREAS the Board is authorized to enter into a contract with the Superintendent for

his services for a period not to exceed four years, Ala. Code 16-4-1 (1975); and

WHEREAS the Superintendent serves at the pleasure of the Board, subject to the terms

of this Agreement; and

WHEREAS the Board considered and approved this action in a public meeting on April 10,

2025;

12 <u>AGREEMENT</u>

- NOW, THEREFORE, in consideration of the mutual conditions and covenants contained
- 14 herein, it is agreed by the Board and the Superintendent as follows:
- 15 <u>SECTION 1. EFFECTIVE DATE.</u> This Agreement shall be effective on April 10, 2025
- 16 (the "Effective Date"), and the Superintendent shall be entitled to all benefits described herein as
- 17 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 term of four years, beginning on April 10, 2025, and ending April 9, 2029, subject to the provisions of this Agreement.

SECTION 3. SALARY. During the term of this Agreement, the Superintendent shall be paid an annual salary of \$325,000. Payments shall be made on a semi-monthly basis on the same schedule as payments made to state employees. The total cost of this Agreement, including the benefits provided in Section 4 not generally available to state employees, shall not exceed \$1,475,680.

<u>SECTION 4. OTHER BENEFITS</u>. The Superintendent shall not receive cost-of-living or annual salary increases passed by the Alabama Legislature for State employees. The

- 5 Superintendent shall be entitled to such other employment benefits as allowed by law, rule, or
- 6 regulation to employees of the State of Alabama, including, but not limited to, participation in
- 7 the applicable state retirement program and health insurance coverage program; reimbursement
- 8 of travel expenses as provided for state employees in Title 36, Chapter 7 of the Code of Alabama,
- 9 the use of a state-owned vehicle; a \$1,750.00 per month housing allowance; reimbursement for
- 10 reasonable business expenses, including, but not limited to the reasonable cost to obtain and
- 11 maintain a smart phone, electronic tablet, and laptop computer; reimbursement of up to
- 12 \$5,000.00 annually for professional development; reimbursement for the cost of any bond
- 13 required under the section 16-4-3 of the Alabama Code to the extent permitted by law;
- 14 reimbursement of membership dues paid to Council for Leaders of Alabama Schools and the
- 15 School Superintendents of Alabama; and accumulation of annual and sick leave as provided for
- state employees, all of which shall be carried over to succeeding years if not used, to the extent
- 17 allowed by law. The Board agrees that accumulated sick leave earned by the Superintendent in
- 18 any other capacity shall be transferred to his employment as Superintendent, unless otherwise
- 19 provided by law.
- 20 <u>SECTION 5. ANNUAL EVALUATION</u>. Evaluation is a process through which the
- 21 Board and the Superintendent work together to improve efficiency and effectiveness of the
- 22 operations of the Department of Education. In an effort to support the Superintendent and to
- 23 increase the likelihood of his successful administration, the Board may conduct an annual review
- and evaluation. The Superintendent and the Board will work together to develop an evaluation
- 2 instrument (including a scoring rubric, if deemed appropriate by the Board), which must be given

- 3 to the Superintendent 12 months before his evaluation. The evaluation process will include the
- 4 opportunity for Board members to discuss their perceptions of the Superintendent's performance.
- 5 Board members who find any area of the Superintendent's performance insufficient are obligated
- 6 to offer specific suggestions for improvement. If a majority of the Board approves a finding or
- 7 findings of insufficient performance, the Board shall notify the Superintendent of the finding(s),
- 8 and the reasons therefore, and shall allow the Superintendent a reasonable time to make
- 9 satisfactory progress toward connecting any deficiencies or unsatisfactory performance. The first
- 10 evaluation will be conducted in December 2025 and subsequent evaluations will also be
- 11 conducted in December of each year.
- 12 <u>SECTION 6. PERFORMANCE PAY INCREASE</u>. Beginning April 1, 2026, unless
- 13 affirmatively disapproved by the Board upon a finding of overall insufficient performance in an
- 14 annual evaluation as set out and directed in Section 5, the Superintendent shall receive a 3-
- 15 percent salary increase effective April 1 each year of this Agreement.
- 16 <u>SECTION 7. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES.</u> The
- 17 Superintendent shall assume and discharge all duties and responsibilities as are provided by law
- 18 and such other duties as the Board shall require of him from time to time in accordance with
- 19 applicable law.

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SECTION 8. TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated at any time 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 9. TERMINATION BY THE BOARD.

- a. TERMINATION FOR CAUSE. Termination for cause shall be in accordance with
- 2 section 16-3-25 of the Alabama Code and shall be for any reason enumerated therein. In
- 3 accordance with section 16-3-25, before voting to terminate the Superintendent for cause, the
- 4 Board shall approve, by a three-quarters vote of the whole Board, a notice of intent to terminate
- 5 which clearly sets forth the grounds for termination. The notice shall also set the date for a
- 6 hearing at which the Superintendent shall have an opportunity to be heard and to present matters
- 7 in his defense. After approval by the Board, the notice shall be delivered to the Superintendent no

sooner than 10 days before the hearing date. At the hearing, the Superintendent shall be given an

- opportunity to present evidence, examine and cross-examine witnesses, exercise subpoena power in the name of the Board, and otherwise be heard. If the Board votes by a three-quarters vote to
- terminate the Superintendent for cause, then no further remuneration or any other benefit,
- 12 financial, or otherwise, shall be paid to the Superintendent unless the Board separately votes by a

- 13 simple majority to approve severance pay in an amount not to exceed six months' salary or the
- 14 balance of his salary owed for the remainder of the current contract term, whichever is less.
- b. TERMINATION WITHOUT CAUSE. At any time, the Board may officially act,
- 16 by a majority vote of the whole Board, to unilaterally terminate this Agreement without cause
- 17 and thereby terminate the employment of the Superintendent upon 90 days' written notice to the
- 18 Superintendent, unless otherwise agreed between the Superintendent and the Board. Such
- 19 unilateral termination shall be at the sole and absolute discretion of the Board. In such case, the
- 20 Superintendent shall receive severance pay in an amount equal to all of the aggregate salary and
- 21 allowances from the date of actual termination to the expiration date of the current contract term.
- 22 <u>SECTION 10. TERMINATION BY SUPERINTENDENT.</u> This Agreement may at any
- 23 time be terminated unilaterally by the Superintendent upon 60 days' written notice to the Board. Upon receiving notice of resignation by the Superintendent, the Board may elect to terminate his
- 2 employment immediately but must continue to provide all compensation and benefits due the
- 3 Superintendent under this Agreement for a period of 60 days from the date of his notice of resignation.

### SECTION 11. DEFENDING THE SUPERINTENDENT TO THE EXTENT PROVIDED

BY LAW. The Board agrees that, unless otherwise prohibited by law, it shall defend and hold harmless, to the extent that any applicable state liability fund does not, the Superintendent for any and all demands, claims, suits, actions, and legal proceedings (including matters before the Ethics Commission and criminal charges if, in the Board's sole discretion, the Board believes that the Ethics complaint and/or criminal charge is unwarranted and worthy of the Board's

- 11 providing of a defense, in said case a majority vote of the Board being required) arising from, or
- 12 in any way connected to the performance of the superintendent's duties and/or responsibilities.
- 13 The Board also agrees that the Superintendent shall have the choice of hiring the lawyer or
- 14 lawyers so defending him, subject to the attorney-hiring provisions provided in the State
- 15 Procurement Code in Ala. Code 41-4-125 and Executive Order No. 726, 3.b. The Board's
- 16 obligation under this section survives the termination of this contract. Nothing herein shall be
- 17 construed as a waiver of the Board's sovereign immunity.
- 18 <u>SECTION 12. RENEWAL</u>. This Agreement may be renewed for two additional one-year
- 19 terms. The agreement may not be automatically renewed and may only be renewed upon proper
- 20 action by the Board.

SECTION 13. GOVERNING LAW. This Agreement shall be governed by and construed

- 22 in accordance with the laws of the State of Alabama.
- 1 SECTION 14. IMMIGRATION CLAUSE. By signing this contract, the contracting
- 2 parties affirm, for the duration of the agreement, that they will not violate federal immigration

- 3 law or knowingly employ, hire for employment, or continue to employ an unauthorized alien
- 4 within the State of Alabama. Furthermore, a contracting party found to be in violation of this
- 5 provision shall be deemed in breach of the agreement and shall be responsible for all damages
- 6 resulting therefrom.

7 <u>SECTION 15. ALTERNATIVE DISPUTE RESOLUTION CLAUSE</u>. In the event of any

- 8 dispute between the parties, senior officials of both parties shall meet and engage in a good faith
- 9 attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of
- 10 money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of
- 11 Alabama.
- 12 For any and all other disputes arising under the terms of this contract which are not
- 13 resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative
- 14 dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in
- 15 Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of
- 16 mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

SECTION 16. MERIT SYSTEM EXCLUSION CLAUSE. The Superintendent is not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

SECTION 17. NONAPPROPRIATION AND PRORATION. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized

- in the price of the supplies or services delivered under the contract. To the extent permissible by
- 2 law, this cost of cancellation may be paid from any appropriations available for that purpose. In
- 3 the event that proration of appropriated funds from which the State is to pay the supplier is
- 4 declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor
- 5 shall have the option, in addition to the other remedies of the contract, of renegotiating the
- 6 contract to extend or change payment terms or amounts or terminating the contract. In all
- 7 circumstances, it is agreed that the terms and commitments of this contract shall not constitute a
- 8 debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as
- 9 amended.

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Tric G. Mackey

april 10, 2025

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15	The Alabama State Board of Educa	ution
16	By:	
17	. / 1	
18	Kanlven	April 10,2025
19	Its President, Governor Kay Ivey	Date
20	1 1, 60,011101/111,110,	Date
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On motion by Dr. Yvette Richardson and seconded by Mrs. Tracie West, the Board voted unanimously to approve the following:

## RESOLUTION TO MODIFY PRAXIS ASSESSMENTS AND SCORES AS A PRECONDITION FOR INITIAL CERTIFICATION

**WHEREAS,** by resolutions from time to time, the Alabama State Board of Education has adopted certain Praxis subject assessments and minimum passing scores as a condition for initial educator certification in the state of Alabama; and

**WHEREAS,** earning a passing score on the appropriate Praxis subject assessment is a prerequisite for initial certification in all subjects wherein a Praxis subject assessment has been adopted; and

**WHEREAS**, the Alabama State Board of Education has followed the pattern of adopting the multi-state passing score from Educational Testing Service as the Alabama passing score; and

**WHEREAS**, certain Praxis subject assessments previously approved by the Alabama State Board of Education have recently been updated and revised; and

**WHEREAS**, certain additional Praxis subject assessments are needed to ensure uniformity in testing requirements for all areas where a subject-specific test is available:

**NOW, THEREFORE, BE IT RESOLVED,** That the Alabama State Board of Education hereby discontinues the following current Praxis subject assessments and adopts the following replacement Praxis subject assessments and the multi-state passing scores as a precondition for initial educator certification in the state of Alabama; and

Discontinued Subject Assessment	Passing Score for Discontinued Subject Assessment	Replacement Subject Assessment	Recommended Passing Score for Replacement Subject Assessment	Effective Date
5081 Social Studies: Content Knowledge	155	5581 Social Studies	153	September 1, 2025
5051 Technology Education	159	5053 Technology and Engineering Education	157	September 1, 2025
5122 Family and Consumer Sciences	153	5123 Family and Consumer Sciences	151	September 1, 2025

**BE IT FURTHER RESOLVED,** That the Alabama State Board of Education hereby adopts the following Praxis subject assessments and the multi-state passing scores as a precondition for initial educator certification in the state of Alabama; and

New Subject Assessment	Recommended Passing Score for New Subject Assessment	Effective Date
5665 Chinese (Mandarin):	164	September 1, 2025

World Language		
5671	130	September 1, 2025
Russian:		
World Language		
5661	156	September 1, 2025
Japanese:		
World Language		

**BE IT FURTHER RESOLVED,** That the Alabama State Superintendent of Education is hereby directed to take any and all actions necessary to implement this resolution.

Done this 10th day of April 2025

On motion by Mrs. Marie Manning and seconded by Dr. Yvette Richardson, the Board voted unanimously to approve the following.

### RESOLUTION TO APPOINT THE 2025-2026 STATE TEXTBOOK COMMITTEE FOR ARTS EDUCATION

**WHEREAS**, the *Code of Alabama* 1975, §16-36-60, provides for the appointment of a State Textbook Committee; and

**WHEREAS**, said law provides that four elementary teachers and four high school teachers are to be selected to serve on the State Textbook Committee and are to come from each of the eight State Board of Education districts of Alabama; and

**WHEREAS,** said law provides that four people who shall be teachers, principals, supervisors, or superintendents are to be selected from the state-at-large; and

**WHEREAS**, said law provides that two members of said State Textbook Committee are to be selected from the institutions of higher learning; and

**WHEREAS,** said law provides that the fourteen people on the attached list are to be nominated to the Alabama State Board of Education by the State Superintendent of Education; and

WHEREAS, the State Superintendent of Education recommends approval:

**NOW, THEREFORE, BE IT RESOLVED,** That the people on the attached list are hereby appointed to the 2025-2026 State Arts Education Textbook Committee for a term beginning April 23, 2025, and ending on April 23, 2026; and

**BE IT FURTHER RESOLVED,** That this Board recognizes that said law provides that the Governor of Alabama is to appoint nine people not in the field of education to serve on this State Textbook Committee and welcomes them to full membership; and

**BE IT FURTHER RESOLVED,** That State Superintendent of Education Eric G. Mackey is hereby authorized to fill any vacancy that may occur on this State Textbook Committee until the next meeting of this Alabama State Board of Education after such vacancy occurs and same to be added as ad interim business.

Done on this 10th day of April 2025

### 2025-2026 ARTS EDUCATION STATE TEXTBOOK COMMITTEE

TERM: APRIL 23, 2025 - APRIL 23, 2026

### **ALABAMA STATE BOARD DISTRICT**

1	Kimberly Boucher	Elementary	Baldwin County
II	Clifton Washburn	Secondary	Eufaula City
III	Heather Cantwell	Secondary	Vestavia Hills City
IV	Ebony Hinton	Secondary	Birmingham City
V	Natalie Roig-McKnight	Secondary	Montgomery
County	-	•	
VI	Amanda McKinney	Elementary	Cullman County
VII	Emily Rush	Elementary	Russellville City
VIII	Stephanie Burns	Elementary	Madison City

### STATE-AT-LARGE

A.	Nathan Kilgo	Teacher	<b>Cullman County</b>
B.	Bryan Nalls	Administrator	Birmingham City
C.	Gregory Gumina	Administrator	Jefferson County
D.	Sharon Abbott	Teacher	Jasper City

### **INSTITUTIONS OF HIGHER LEARNING**

A.	Terrance Lewis	Assistant Professor, University of Alabama
B.	Andrea Jarmon	Education Coordinator, Auburn University

Done this 10th day of April 2025

On motion by Mrs. Marie Manning and seconded by Mrs. Tracie West, the Board voted unanimously to approve the following.

### RESOLUTION TO APPOINT THE 2025-2026 STATE TEXTBOOK COMMITTEE FOR SOCIAL STUDIES GRADES K-12

**WHEREAS**, the *Code of Alabama* 1975, §16-36-60, provides for the appointment of a State Textbook Committee; and

**WHEREAS**, said law provides that four elementary teachers and four high school teachers are to be selected to serve on the State Textbook Committee and are to come from each of the eight State Board of Education districts of Alabama; and

**WHEREAS,** said law provides that four people who shall be teachers, principals, supervisors, or superintendents are to be selected from the state-at-large; and

**WHEREAS**, said law provides that two members of said State Textbook Committee are to be selected from the institutions of higher learning; and

**WHEREAS**, said law provides that the fourteen people on the attached list are to be nominated to the Alabama State Board of Education by the State Superintendent of Education; and

WHEREAS, the State Superintendent of Education recommends approval:

**NOW, THEREFORE, BE IT RESOLVED,** That the people on the attached list are hereby appointed to the 2025-2026 State Social Studies Textbook Committee for a term beginning April 22, 2025, and ending on April 22, 2026; and

**BE IT FURTHER RESOLVED,** That this Board recognizes that said law provides that the Governor of Alabama is to appoint nine people not in the field of education to serve on this State Textbook Committee and welcomes them to full membership; and

**BE IT FURTHER RESOLVED,** That State Superintendent of Education Eric G. Mackey is hereby authorized to fill any vacancy that may occur on this State Textbook Committee until the

next meeting of this Alabama State Board of Education after such vacancy occurs and same to be added as ad interim business.

Done on this 10th day of April 2025

### 2025-2026 SOCIAL STUDIES STATE TEXTBOOK COMMITTEE

TERM: APRIL 22, 2025 - APRIL 22, 2026

### **ALABAMA STATE BOARD DISTRICT**

I	Karen Witherington	Elementary	Baldwin County
II	Jamie Jones	Elementary	Eufaula City
III	Patricia Tauber	Secondary	Alabaster City
IV	Beverlee Forney	Elementary	Elmore County
V	Jacqueline McNeilly	Secondary	Montgomery
County	•	-	
VI	Justin Cornelius	Secondary	Cullman County
VII	Deborah Royster	Elementary	Jasper City
VIII	Karly Beavers	Secondary	Madison City

### STATE-AT-LARGE

A.	Maegan Benedetti	Teacher	Oxford City
B.	Jefferson Blanks	Teacher	Chambers
County			
C.	Sarah Scheeren	Teacher	Montgomery
County_			
D.	James York	Teacher	Dekalb County

### **INSTITUTIONS OF HIGHER LEARNING**

A.	Kevin Hughes	Assistant Professor, Faulkner University
B.	John Prestridge	Assistant Professor, Alabama A&M
University		

Done this 10th day of April 2025

On motion by Mrs. Marie Manning and seconded by Dr. Tonya Chestnut, the Board voted unanimously to approve the following.

### RESOLUTION IN RECOGNITION OF APRIL 2025 AS SCHOOL LIBRARY MONTH IN ALABAMA SCHOOLS

WHEREAS, the Alabama State Board of Education and the Alabama State Department of Education recognize the school library as a vital and enriching segment of children's well-rounded education; and

**WHEREAS**, the Alabama School Library Association has designated April 2025 as Alabama School Library Month; and

**WHEREAS,** school libraries promote literacy and the enjoyment of reading, viewing, and listening; and

**WHEREAS**, school libraries use knowledge of their students to differentiate resources and instruction to serve all students and meet individual needs; and

WHEREAS, school libraries provide resources and learning activities designed to enhance reading motivation and establish the information literacy skills necessary for lifelong learning; and

**WHEREAS**, school libraries provide access to a wide variety of print and digital educational materials and the technology needed to utilize these resources; and

**WHEREAS**, school libraries promote competencies in new and developing technologies; and

**WHEREAS**, school libraries support the classroom curriculum and are integral to a quality educational program; and

**WHEREAS**, Alabama recognizes the importance of qualified, certified school librarians by allocating a school librarian for every school with 250 or more students:

**NOW, THEREFORE, BE IT RESOLVED,** That school libraries are an essential component of a well-rounded K-12 education in Alabama; and

**BE IT FURTHER RESOLVED,** That the Alabama State Board of Education does hereby express its appreciation to school librarians, classroom teachers, and administrators for their efforts to support library media programs in Alabama schools; and

**BE IT FURTHER RESOLVED,** That the Alabama State Board of Education does hereby designate April 2025 as School Library Month in Alabama schools.

Done this 10th day of April 2025

On motion by Dr. Yvette Richardson and seconded by Mrs. Tracie West, the Board voted 7-1-0 to approve the following. Mrs. Kelly Mooney opposed.

## RESOLUTION TO APPROVE THE NOMINATION FOR ONE OPEN POSITION ON THE ALABAMA SCHOOL OF FINE ARTS BOARD OF TRUSTEES

**WHEREAS**, the *Code of Alabama (1975)*, Section 16-26B-4, states that as terms of board members of the Alabama School of Fine Arts Board of Trustees expire that the school shall recommend to the State Superintendent of Education and the Alabama State Board of Education qualified persons for appointment to the Board; and

**WHEREAS**, said statute also requires the Alabama School of Fine Arts to submit the names of qualified persons for appointment to the board in order of preference; and

**WHEREAS**, the Alabama School of Fine Arts has submitted for consideration and approval via attached information the names of individuals nominated for one open position on its Board of Trustees in order of preference with biographical information on the top nominee for the open position:

**NOW, THEREFORE, BE IT RESOLVED,** That the Alabama State Board of Education does hereby approve the recommendation of Mr. Elias Hendricks, Jr., for open position one on the Alabama School of Fine Arts Board of Trustees.

Done this the 10th day of April 2025

### **EXECUTIVE (INCLUDES LEGAL AND PUBLIC INFORMATION)**

Dr. Mackey stated that there was no report necessary for the month of April.

### STATE SUPERINTENDENT'S REPORT

Dr. Mackey acknowledged Ms. Mary Travis of Dr. Robert W. Gilliard School in the Mobile County School System as the recipient of the National Milken Educator Award. Ms. Travis was accompanied by Ms. Faith Belle Lucy, Principal; Mr. Chresal Threadgill, Superintendent; and other representatives. Ms. Travis is also the Gator's mascot. Dr. Mackey stated that when they arrived at the school to present the award to Ms. Travis, she arrived in the mascot outfit. The group was unable to witness the surprised look on her face. Dr. Mackey stated that it was a great day to be at a great school in a great school system. Dr. Mackey asked Ms. Travis and her guest to stand.

Dr. Mackey thanked all Purple Star Schools' representatives for going through the rigorous process to become a friendly military school community. When the Purple Star Schools Program was first established, the expectation was that four or five school systems with approximately 20 schools would apply to the program. Dr. Mackey stated that hundreds have gone through the process.

Dr. Mackey acknowledged and congratulated one of his close friends, Dr. Walter B. Gonsoulin, Jr., Superintendent of Jefferson County School System, as the National Superintendent of the Year

Dr. Gonsoulin was recognized earlier by the House of Representatives. Mrs. Kelly Mooney, State Board Member, District Three, was in attendance when Dr. Gonsoulin got his house recognition. Dr. Mackey stated that this was his and the Board Member's opportunity to thank Dr. Gonsoulin for the outstanding leadership he provides and to congratulate him for being Alabama's only ever National Superintendent of the Year. Dr. Mackey informed everyone that he, the Board Members, and some special guests would be attending a luncheon in honor of Dr. Gonsoulin for winning such a prestigious award. Dr. Mackey asked Dr. Gonsoulin and his many guests to stand for a round of applause.

Dr. Mackey stated that in the winter of 2016-2017, our state went through a political turmoil and that turmoil ended eight years ago today when Governor Kay Ivey placed her hand on the Bible and was sworn in as Alabama's 54th Governor.

Dr. Mackey told Governor Ivey that he and her fellow Board Members wanted to do something special for her. He presented Governor Ivey with a bouquet of roses. Dr. Mackey congratulated and thanked Governor Ivey for her service.

There being no other business before the Board, on motion by Mrs. Marie Manning and seconded by Dr. Yvette Richardson, Board Members voted unanimously to adjourn the meeting at 10:24 a.m. The next Alabama State Board of Education Meeting for Elementary and Secondary Education will be held on Thursday, May 8, 2025, at 10 a.m. in the Auditorium of the Gordon Persons Building followed by the Work Session.

Vice President	
Secretary and Executive Officer	