

MEMORANDUM OF AGREEMENT
Baldwin County Board of Education
And
Baldwin County Commission

THIS AGREEMENT, entered into on this 20th day of August 2019, by and between the Baldwin County **Board of Education** and Baldwin County Commission concerning the Baldwin County Regional Juvenile Detention Center (hereby referred to as the Treatment Center) (43405 Nicholasville Rd, Bay Minette, Alabama 36507) and has the following stipulations:

The Board agrees to use the funds granted by this agreement in accordance with the parameters stated below.

The Baldwin County Board of Education will assess a 4% administrative fee from the total ETF allocation earmarked for the Baldwin County Regional Juvenile Detention Center. The funds allocated to Baldwin County Regional Juvenile Detention Center shall be used to provide the following specific educational services: Currently using A+ curriculum based software. A+ is aligned with the Alabama State Standards in education. The A+ software was implemented and is maintained by Baldwin County Board of Education. In addition to A+, other alternative educational software is offered such as PLATO, BASIC ED, and GED Preparation.

The Baldwin County Regional Juvenile Detention Center is licensed by Department Youth Services to operate and serve 30 “beds”. Of this “bed count”, 100% have educational services provided to them by the Treatment Center. (attach a copy of the State Agency License)

Any funds not obligated/dispensed by September 30, 2020, must be refunded to the Alabama State Department of Education. A final expenditure report must be submitted by October 31, 2020.

The term of this agreement will be October 1, 2019 through September 30, 2020 and is automatically renewed upon the mutual agreement of each party.

It is understood that there is no entitlement to any state tenure or continuing service status benefits to any Treatment Center employee working under this agreement.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Treatment Center’s sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation or where appropriate, private mediators.

The Board agrees to retain and make accessible for audit, original and supporting documentation that substantiate costs charged for five years after claim to the Alabama State Department of Education, and if applicable, until any audit exceptions are resolved. The resolution of any audit exception will be the responsibility of the Treatment Center.

This agreement is subject to termination in the event of proration of the funds from which payment under this agreement is to be made.

Neither party shall have the right to assign or transfer its rights or obligations under this contract without the written consent of the other party. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures. This agreement may be terminated by either party upon receipt

of a 30-day written notification. The State Superintendent through his designated representatives will sponsor and approve the purposes, administration and supervision of all phases of the service to be provided.

The Board acknowledges and understands that this contract is not effective until it has received all requisite state government approvals, and the Treatment Center shall not begin performing work under this contract until certified to do so by the Alabama State Department of Education. The Treatment Center is entitled to no compensation for work performed prior to the effective date of this contract.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

“In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

BALDWIN COUNTY COMMISSION

By: _____/_____
CHARLES F. GRUBER, Chairman Date

ATTEST:

By: _____/_____
WAYNE A. DYESS Date
County Administrator

BALDWIN COUNTY BOARD OF EDUCATION

By: _____/_____
EDDIE TYLER, Superintendent Date

ATTEST:

By: _____/_____
Date

Print name/title