

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

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into on this 20th day of July 2021, between the Baldwin County Board of Education (the “Board”) and the Baldwin County Commission (the “Commission”):

WHEREAS, the Baldwin County Regional Juvenile Detention Center is located at 43405 Nicholville Road, in Bay Minette, Alabama 36507 (the “Juvenile Detention Center”);

WHEREAS, the Juvenile Detention Center is licensed by the Department Youth Services to operate and serve 30 “beds” and all residents are provided educational services at the Juvenile Detention Center;

WHEREAS, the Board and the Commission desire to enter into this Agreement to reduce their understandings of their mutual obligations with respect to educational services provided at the Juvenile Detention Center and the assessment of fees to be used for such educational services.

NOW THEREFORE, in consideration of the parties’ mutual obligations and undertakings herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baldwin County Board of Education and the Baldwin County Commission hereby reduce their understanding of their agreement as follows:

1. **Term.** The term of this Agreement will be October 1, 2021 through September 30, 2022, and is automatically renewed upon the written, mutual agreement of the parties.

2. **Administrative Fee.** The Board will assess a 4% administrative fee from the total ETF allocation earmarked for the Juvenile Detention Center.

3. **Use of Funds.**

a. The funds allocated to the Juvenile Detention Center shall be used to provide the following specific educational services to the juvenile detention center: A+ curriculum-based software which is aligned with the Alabama State Standards in education and was implemented and is maintained by the Board. In addition to A+, other alternative educational software is offered such as PLATO, BASICED, and GED Preparation, as well as specialized individual education plans and materials.

b. The Board acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals, and the Juvenile Detention Center shall not begin performing work under this Agreement until certified to do so by the Alabama State Department of Education. The Juvenile Detention Center is not entitled to any compensation for work performed prior to the effective date of this Agreement.

c. 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.

d. The Board agrees to use the funds granted by this Agreement in accordance with the parameters stated herein.

4. **Refund of Unused Funds.** Any funds not obligated/disbursed by September 30, 2022, must be refunded to the Alabama State Department of Education. A final expenditure report of the use of the funds must be submitted by _____ to _____ on or before October 31, 2022.

5. **Records.** 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 Juvenile Detention Center.

6. **Termination.** This Agreement may be terminated by either party upon receipt of a 30-day written notification. This Agreement is further subject to termination in the event of proration of the funds from which payment under this Agreement is to be made.

7. **Miscellaneous.**

a. It is understood that there is no entitlement to any state tenure or continuing service status benefits to any Juvenile Detention Center employee working under this Agreement.

b. 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 Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

c. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize mediation where appropriate. The Juvenile Detention 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.

d. Neither party shall have the right to assign or transfer its rights or obligations under this Agreement 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.

e. By signing this Agreement, 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.

f. In compliance with Act 2016-312, the Board 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: _____/_____
JOE DAVIS, III, Chairman Date

ATTEST:

By: _____/_____
WAYNE DYESS Date
County Administrator

BALDWIN COUNTY BOARD OF EDUCATION

By: _____/_____
EDDIE TYLER, Superintendent Date

ATTEST:

By: _____/_____
Date

Print name/title