

**LOCAL PUBLIC SCHOOL
SUPPORT AGREEMENT**

(Foley, Alabama)

Effective Date: _____, 20__

This Local Public School Support Agreement (“Agreement”) is made effective on the above date by:

Board: County Board of Education of Baldwin County, Alabama

City: City of Foley, Alabama

Recitals

WHEREAS, the City of Foley (the “City”) desires to donate public money to the County Board of Education of Baldwin County, Alabama (the “Board”) to be used by the Board to fund certain additional educational initiatives for the following public schools that serve the citizens of the City of Foley, to-wit: Foley High School; Foley Middle School; Foley Elementary School; Mathis Elementary School; Swift Elementary School; and Magnolia Elementary School (the “District”); and

WHEREAS, the Board has agreed to match the City’s donation, and any other donations made into the same account by others; and

WHEREAS, the Board has agreed to certain terms and conditions requested by the City; and

WHEREAS, the parties desire to document their complete understanding on this matter in this Agreement;

Agreement

Now Therefore, in consideration of the premises and the mutual covenants and agreements herein, the Board and the City hereby covenant and agree as follows:

ARTICLE 1

Representations

Section 1.01 Recitals

The Board and the City agree the Recitals to this Agreement are true and correct.

Section 1.02 Representations of Board

The Board, having obtained and made any required approvals, consents and filings, having determined that this Agreement is not in conflict with or inconsistent with any law or policy of the State Board of Education or the purposes of the Board, and having duly authorized and executed this Agreement by all required action and proceedings, delivers this Agreement to the City to be effective on the above Effective Date.

Section 1.03 Representations by the City

The City, having obtained and made any required approvals, consents, and filings, and having duly authorized and executed this Agreement by all required action and proceedings, delivers this Agreement to the Board to be effective on the above Effective Date.

ARTICLE 2

Sources of Special Funds

Section 2.01 City Funds. The City shall deliver to the Board the sum of \$200,000 during the current fiscal year, and it may deliver additional funds to the Board in future years (the “City Funds”).

Section 2.02 Other Funds. Other public or private entities or persons may donate money directly to the Board to be earmarked for use by the Board in the same way as the City Funds (the “Other Funds”). The Board shall give prompt notice to the City of any Other

Funds it receives.

Section 2.03 Board Funds. The Board shall match, dollar for dollar, the City's \$200,000 donation, and any further City Funds the Board receives, and the Board shall match, dollar for dollar, any Other Funds it receives (the "Board Funds"). The Board shall promptly provide notice to the City of its contribution of Board Funds.

Section 2.04 Special Funds. The City Funds, Other Funds, and Board Funds, together with any interest earned thereon (collectively, the "Special Funds") shall only be used by the Board in strict accordance with this Agreement.

ARTICLE 3

Application of Special Funds

Section 3.01 Control, Custody and Identification of Special Funds

- (a) The Board shall receive and have sole custody of the Special Funds.
- (b) The Board shall separately account for all Special Funds, by segregation of such proceeds in a separate account or fund, separate accounting on the financial records of the Board, or by such other means as shall provide for identification of the amounts and uses of such proceeds.

Section 3.02 Exclusive Benefit of District Schools For Educational Purposes

- (a) The Special Funds may only be expended to fund educational programs and educational initiatives at the schools in the District, namely, Foley High School, Foley Middle School, Foley Elementary School, Matthis Elementary School, Swift Elementary School, and Magnolia Elementary School. Special Funds may not be used at any other schools.
- (b) The Special Funds are to be used with the goal of altering the culture and perception of the schools in the District by paying for additional, supplementary, and/or different educational programs and initiatives designed to improve test scores, provide college counseling, assist with the GED and standardized test scores, provide ESL tutoring, and other types of programs that will further the educational enrichment program objectives. The Special Funds may not be used to pay for construction, maintenance, or operational costs for buildings, equipment, or facilities, nor may the Special Funds be used for

athletics, clubs, sports, extracurricular programs, or arts programs.

Section 3.03 Foley Education Advisory Commission

(a) The City has or will establish an advisory group to be known as the “Foley Education Advisory Commission” (the “Commission”).

(b) The City may determine the number, qualifications, and terms of service of the members of the Commission.

Section 3.04 Cooperation by Commission, Superintendent and Board

(a) (i) The Commission, from time to time, will provide advice and recommendations in writing to the Board’s Superintendent, in accordance with the policies and procedures of the Board therefor, with respect to the use of the Special Funds.

(ii) The Superintendent shall timely review all recommendations received from the Commission pursuant to this Agreement. The Commission shall provide any further information requested by the Superintendent with respect to any recommendation of the Commission. The Superintendent may approve or disapprove the use of Special Funds for all or any part of any purpose recommended by the Commission.

(iii) The Superintendent shall timely deliver to the Board a recommendation with respect to the use of the Special Funds for any purpose which shall have been recommended by the Commission and approved by the Superintendent.

(iv) The Superintendent may withhold from the Board any recommendation from the Commission with respect to the use of Special Funds for any purpose which the Superintendent shall not have approved.

(v) The Superintendent shall not deliver to the Board any recommendation with respect to the use of any of the Special Funds unless such recommendation is based upon a recommendation properly made by the Commission to the Superintendent pursuant to this Agreement.

(b) The Board will consider and act upon any advice or recommendations

provided by the Commission pursuant to subsection (a) within the period of time requested therefor by the Commission to the extent the Board may do so in accordance with applicable law.

(c) The Board will give priority to the use of the Special Funds in accordance with the recommendations by the Superintendent.

(d) (i) The Board shall cause the Special Funds to be applied for the District's school purposes which are recommended by the Superintendent and approved by the Board.

(ii) The Board shall hold, pursuant to Section 3.01(b) and for application as provided in Section 3.02, all Special Funds which are not applied as provided in subsection (d)(i) in the current fiscal year for use in the next year.

Section 3.05 Authority of Board

(a) As the control and supervision of the District's schools are vested in the Board, the Board shall, with respect to the use of the Special Funds, control and direct the engagement of instructors, teachers and other employees of the Board, the providers of professional services, the procurement of materials, and the delivery of contractual agreements.

(b) Anything in this Agreement to the contrary notwithstanding, the application and use of the Special Funds shall be subject to final approval of the Board.

ARTICLE 4

Special Agreement of Board

The Board agrees the Board shall determine, and include in the annual budget for each fiscal year, the amount of local public school funds to be allocated for the benefit of the District's school facilities without regard to the amount of Special Funds estimated to be received in such fiscal year and shall not adjust or reduce the amount of local public school funds of the Board which are to be used for the District's school facilities in any

fiscal year by the amount of the Special Funds received in such fiscal year.

The parties intend for the Special Funds to increase the educational services of the District's schools, not replace funding that the Board would otherwise expend on, or in connection with, the District's schools.

ARTICLE 5

Termination of Agreement

The Board and the City agree that this Agreement shall terminate and be of no force and effect from and after the first to occur of (i) authorization, execution and delivery by the Board and the City of a termination in writing of this Agreement or (ii) the lawful expenditure by the Board of all the Special Funds and the City's failure to donate additional City Funds to the Board in the next fiscal year.

ARTICLE 6

Provisions of General Application

The Board and the City agree:

- (a) Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (c) Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (d) Notices:** Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.

(e) No Joint Venture:

Each party hereto agrees that (1) this Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto and (2) it shall be solely responsible for the administration of

(f) No Other Beneficiaries:

Each party hereto agrees that the Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have

IN WITNESS WHEREOF, the Board and the City have each caused this Agreement to be executed in the name thereof, under seal, by an officer thereof duly authorized thereunto on the above Effective Date.

**COUNTY BOARD OF EDUCATION OF BALDWIN
COUNTY, ALABAMA**

By: _____
President

Address: Baldwin County Board of Education
2600-A North Hand
Bay Minette, AL. 36507

CITY OF FOLEY, ALABAMA

By: _____
Mayor

Address: City of Foley
P.O. Box 1750
Foley, AL. 36536