### **RESOLUTION 2025-R-184**

Authorizes the execution of an agreement with RNC Educational Consultants, LLC for a Feasibility Study in the City of Irondale

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with RNC Educational Consultants, LLC (in substantially the form attached hereto as Exhibit A) for the provision of a feasibility study in the City of Irondale in an amount not to exceed Eighty-Five Thousand Five Hundred and 00/100 Dollars (\$85,500).

ADOPTED & APPROVED: This 7th day of October, 2025.

David Spivey, City Council President

APPROVED:

James D. Stewart, Jr., Mayor

ATTESTED:

Leigh Allison, City Clerk

# CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 7th day of October, 2025, as the same appears in the minutes of record of said meeting.

Leigh Allison, City Clerk

# Exhibit A

# AN AGREEMENT FOR A STUDY ON THE FINANCIAL FEASIBILITY TO FORM AN INDEPENDENT CITY SCHOOL SYSTEM FOR THE CITY OF IRONDALE, ALABAMA

This Agreement is made on the date of the last party to execute this Agreement ("Effective Date") by and between the City of Irondale, Alabama, and RNC Educational Consultants, LLC ("RNC"), of Mobile, Alabama, to approve a proposal for a Study to assess the financial feasibility of an independent city school system for the City of Irondale in Jefferson County, Alabama.

WHEREAS, the municipal boundaries of the City of Irondale are situated totally in Jefferson County and located within these municipal boundaries are four active public school sites controlled by Jefferson County Board of Education;

WHEREAS, the proposed independent city school system for the City of Irondale would join the twelve currently operating regular public school systems of Jefferson County which include the Jefferson County Public School System (established 1896), the Bessemer Public School System (established in 1887), the Birmingham City School System (established in 1874), the Fairfield City School System (established 1923), the Homewood City Public School System (established 1970), the Hoover City School System (established 1987), the Leeds City School System (established 2003), the Midfield City School System (established 1970), the Mountain Brook City School System (established 1959), the Tarrant City School System (established 1930), the Trussville City School System) (established 2005), and the Vestavia Hills City School System (established 1970);

WHEREAS, the City of Irondale would be the twelfth city school system operating in Jefferson County and would share in all countywide tax revenues for public school systems in Jefferson County as provided for in statute;

WHEREAS, to assess the financial feasibility of an independent city school system for the City of Irondale, the parties have agreed to enter into this contractual agreement with RNC Educational Consultants LLC to provide the services of Decision Resources, LLC with Dr. Ira W. Harvey as its principal researcher to conduct the Study; and

WHEREAS, the City of Irondale is entering into this contract with its knowledge that Dr. Harvey is the most experienced school finance consultant in the State of Alabama having conducted numerous studies which have resulted in nine (9) cities passing resolutions to create their own city school systems.

NOW, THEREFORE, the parties agree as follows:

- 1. **STUDY PARAMETERS.** The study shall be based upon and conducted within the parameters set forth below.
  - a. To conduct this Study will require the review of the tax base and tax revenues for the Public School System of Jefferson County and the proposed City of Irondale public school system, the types of taxes and rates that will be automatically in place as a municipal school system, and a comparison with peer municipalities having independent city school systems across the state as an assessment of the

financial feasibility for separation. In addition, the Study will review the unique financial position of the proposed independent city school system for Irondale relative to the statutory provisions of the current State Foundation Program and other categorical aid programs and financial assistance to local boards of education. The applicability of these statutes and others as have been enacted into law through the 2025 Regular Session of the Legislature of Alabama will be also reviewed.

- b. A concise explanation of laws governing the financing and administration of Regular Public School Systems in Alabama, including an analysis of the various state allocations to the proposed separate school system which shall include the Foundation Program, the Financial Assistance Program, and line items allocated through the State Department of Education. Attention will be given to statutory changes and administrative procedures of the Alabama State Board of Education through FY 2025. Additional funds available through other state sources such as the equalized Capital Purchase Allocation will also be reviewed.
- c. An analysis of the allocation of local countywide taxes to the proposed new independent city school system for the City of Irondale and the special school ad valorem tax district which would be created from the parent Jefferson County school tax district as the Irondale City School System Tax District, and with special attention to equalization provisions of the Foundation Program and the Capital Purchase annual allocations and other state financial aid programs that may be implemented. The levy, collection, and allocation of countywide ad valorem and franchise, excise, and privilege license taxes for regular public school systems will be presented.
- d. A determination of the residency of students currently attending the school sites located within the municipal boundaries of the City of Irondale which will require the assistance of the Irondale governing body. The Study will be based upon state and local funding provisions for resident students. Attendance zones currently in effect by the Jefferson County Board of Education will be presented. Allocation of state and local revenues will be based upon resident students only. An estimation of Irondale resident students currently not attending the school sites of the City of Irondale will be estimated in the predicted count of resident students to be served. A consideration of potential attendance and funding of non-resident students will also be considered.
- e. A review of the fiscal implications of current and any proposed laws affecting school finance in Alabama, through FY 2025 as may be known at the time of completion of the Study. However, the Study will be based upon budgeted revenues for FY 2025-26 and student enrollment.
- f. An analysis of the fiscal requirements under existing law to maintain the current state of educational operations of the existing school sites and potential additional sites comprising the proposed independent city school system for the City of Irondale and revenue requirements over and above available revenues at

separation that may be required in order to implement the proposed independent city school system for the City of Irondale. An analysis and projection of the additional costs necessary to administer a separate school system, as related to state requirements, general administrative operations, student/teacher staffing ratios, and sound educational policy, will be presented.

- g. An analysis of the tax base of the proposed separate school system compared to similarly situated school systems in Alabama that might be termed peers in terms of fiscal ability and educational expectations, and the comparison of unrestricted local tax revenues per student.
- h. An analysis of revenue options for the newly created school ad valorem tax district of the proposed independent city school system for the City of Irondale as defined by the municipal boundaries of the City of Irondale by type, rate, and yield of taxation.
- i. An analysis of existing staffing patterns by school sites that would present themselves as additional future costs, such as excess staffing and appropriate local salary schedules for both certificated and support personnel, class size reductions, and special subject teachers.
- j. An analysis of unique education costs over and above the regular education cost to determine the nature and scope of education overburden (excess costs) which could adversely impact the need for additional revenues.
- k. An analysis of all debt outstanding on existing buildings, transportation equipment, and obligations of the Jefferson County Board of Education, which would be transferred to the proposed Irondale City School System, as well as for any and all real property currently controlled by the Jefferson County Board of Education. Special consideration will be given any debt for school construction issued by Jefferson County Commission and/or the Jefferson County School System and the tax sources and revenues pledged for their repayment. The status of any of Jefferson County's intact sixteenth section lands which are within the municipal boundaries of the City of Irondale will be considered and any potential income to the proposed Irondale City School System presented.
- I. An analysis of the cost and funding requirements of the creation of a transportation program, if desired, for the proposed independent city school system for the City of Irondale. It is noted that the operation of a city school system transportation program by a city board of education is optional and at the discretion of the city board of education by resolution; such a decision to operate a city school transportation system cannot be assumed in this Study, but costs can be estimated.
- m. An analysis of the expenditure patterns of peer school systems by function and object of expenditure to rationalize any proposed funding and spending increases.

- n. A brief review of the physical condition of school sites and potential for growth in student enrollment. A review of the potential costs for new school building construction as a capital expenditure will be considered.
- o. Other items which appropriate City of Irondale officials may propose for review and which may include the revenue and expenditure impact on the proposed Irondale City School System of adjacent area(s) which may be considered for future annexation.
- p. An analysis of benefits of a municipal city school system will be presented as reported by local communities which have previously made the political decision to separate. A discussion of steps necessary for separation and implementation procedures will also be presented. Some of these may be considered as disadvantages as relates to additional revenues if recommended, assumption of existing debt, and student attendance zones.
- q. Additional components which are mutually agreed upon between the parties will be included in the Study without additional cost.
- 2. **FEE FOR STUDY.** The fee for conducting this Study shall be eighty-five thousand five hundred dollars (\$85,500.00) which shall be payable to RNC Educational Consultants, LLC. The fee for the Study will include the performance of the services in accordance with the study parameters as set forth in Section 1 above and in the numbered items below.
  - (a) Time and expense for on-site visitation, as necessary, to collect relevant information to fully document the analyses included in the Study.
  - (b) Consultation, when requested, regarding the outcomes of the Study, any proposed legislation and its potential impact, and the appropriations for the fiscal year ending September 30, 2025, and September 30, 2026.
  - (c) Submission of the Study will be presented as a final report (ten bound copies will be provided as well as a copy in electronic format) which may include a public presentation to appropriate officials as shall be requested by the City.
  - (d) The Study will be presented in the manner requested by the City (small group meeting, public meeting with PowerPoint presentation, etc.) An electronic file of the Study and the PowerPoint presentation and supporting information will be included.
  - (e) Availability to answer questions and remain a reference source as is deemed necessary. However, after presentation of the Study, there would be additional consulting and travel expenses billed for additional work.
- 3. PAYMENT OF FEE. The total fee of eighty-five thousand five hundred dollars (\$85,500.00) for the Study shall be paid by the City in two payments: (1) a payment of \$20,000.00 due thirty days after the Effective Date; and (2) a payment of the remaining balance of \$65,500.00 due at the completion and presentation of the Study with the submission of the bound copies and

presentation of the final Study to the City. Both payments shall be made to RNC Educational Consultants, LLC at the following address:

RNC Educational Consultants, LLC Russell Raney 761 Annabrook Drive Auburn, Alabama 36830

No additional costs will be charged to the City by RNC for this Study and its initial presentation.

- 4. TIMEFRAME FOR COMPLETION OF THE STUDY. The Study is anticipated to be completed within a period of six months from the date of approval of this proposal by the City of Irondale. This time frame is dependent upon the timely submission of requested financial information from Jefferson County and Jefferson County School System, the Alabama State Department of Education, and the Alabama State Department of Revenue. Scheduled presentation of the Study shall be at the convenience of all parties. The complete support of the public officials of Irondale will be necessary in securing relevant information from the City of Irondale, and the Jefferson County Tax Collectors, the Jefferson County Tax Assessors, and the Jefferson County Board of Education.
- 5. <u>TERMINATION</u>. The City shall have the right to terminate this agreement without cause at any time by providing RNC with at least thirty (30) days' written notice of such termination. If the agreement is terminated, RNC shall be paid for services performed prior to receiving written notice of such termination.
- **6. IMMIGRATION.** By signing this agreement, RNC affirms for the duration of the agreement that it 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 to be in breach of the agreement and shall be responsible for all resulting damages.
- 7. <u>SEVERABILITY</u>. If any of the provisions contained in this agreement are held to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- 8. NOTICE. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person, sent by generally recognized, prepaid, overnight air courier services, or sent by certified mail, postage prepaid within return receipt requested to the other party at the following address:

#### If to City of Irondale:

City of Irondale, Alabama Attn: Mayor James D. Stewart, Jr. 101 20th Street South Irondale, Alabama 35210

## With a copy to:

April B. Danielson, Esq.. City Attorney Wallace, Jordan, Ratliff & Brandt LLC 800 Shades Creek Parkway, Suite 400 Birmingham, Alabama 35209

### If to RNC Educational Consultants, LLC:

RNC Educational Consultants, LLC Attn: Lauren H. Campbell 369 Gaines Avenue Mobile, Alabama 36609

All such notices shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services. Any of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. City of Irondale and RNC will send a copy of each notice to each of the other above-named parties, but the failure to send a copy of such notice that either thereof gives to the other pursuant to the provisions hereof to any such other party shall not invalidate such notice or render it ineffective unless notice to such other party is otherwise herein expressly required. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

By: James W. Haward	RNC EDUCATIONAL CONSULTANTS, LLC
	Ву:
Printed Name: James D. Stewart, Jr.	Printed Name: Lauren H. Campbell
Its: Mayor	Its:
Date: 10/21/2025	Date: