SAMPSON COUNTY BOARD OF COMMISSIONERS AND SAMPSON COUNTY BOARD OF EDUCATION AND CLINTON CITY BOARD OF EDUCATION

ANNUAL CURRENT EXPENSE FUNDING AGREEMENT

To encourage excellence in education, fiscal sustainability and create more consistent long range budget planning, the Sampson County Board of Commissioners (BOC), the Sampson County Board of Education (SCS) and the Clinton City Board of Education (CCS) hereby enter into this Annual Current Expense Funding Agreement ("Agreement"), which is effective on the specific date fully executed by the Chairman of each Board below.

Funding Formula:

The BOC agrees to fund SCS and CCS a pro-rata share of the total amount defined below based on the most recent student population count of each school district as determined by the greater of the first two months of enrollment in the school year ("Best One of Two"). Such an amount given in equal monthly installments that begin on July 15th of each year.

25% of the sum of all property tax revenues and all sales tax revenues not otherwise designated by state statute for education received by Sampson County Government for the immediately preceding calendar year.

On or before the first regular BOC meeting in January of each year, the BOC or their designated staff will provide to both SCS and CCS the total exact sum of the referenced sales tax revenue and property tax revenue received by Sampson County Government during each month of the calendar year immediately preceding the fiscal year under budget development. Exactly twenty-five (25) percent of that twelve-month sum will be the base pro-rata funding determined by student population for SCS and CCS for the upcoming fiscal year.

Nothing within this Agreement limits the BOC from making such additional appropriations to SCS or CCS as the BOC, in its sole discretion, determines is necessary and appropriate.

Student Population Calculation

On or before the first regular BOC meeting in January of each year, SCS and CCS through their Superintendent will provide to the Sampson County Manager the actual student population for the then-current school year as measured by the most recent "Best One of Two" calculation as provided to the North Carolina Department of Public Instruction for the school year then in progress. The BOC shall rely upon these supplied student population numbers for the distribution of funds in a proportionate manner between the two school districts.

Intended Term and Timing of Agreement

All three parties fully agree that this Agreement documents the good faith intent of all Boards to establish a stable, long lasting funding formula and to set the budget for the upcoming fiscal year by the end of January immediately preceding that fiscal year, providing several months for the BOC, SSC, and CCS to plan prior to approving their respective budgets.

All parties intend for the initial term of this Agreement to extend through June 2030, determining the FY30-31 budget funding, but also that this Agreement will automatically renew for a one-year term effective on July 1, 2030 and each year thereafter, unless one of the parties delivers written notice of termination at least five (5) months prior to the July 1st renewal date to the Chairman of the Board of the other two governing bodies.

Notwithstanding these terms, however, all parties understand that funding the public schools is a legislative function and that future Boards cannot be bound by a current Board, and they therefore agree that each year, at a regular meeting in December or January, the Sampson County Board of Commissioners, the Sampson County Board of Education, and the Clinton City Board of Education will affirm this Agreement or submit a written notice to the other party by February 1st that the Agreement will be terminated, effective for the fiscal year beginning the first day of July following such written notice.

SIGNED FOR SAMPSON COUNTY GOVERNMENT:

Mr. Allen McLamb

Chairman

ATTEST:

Jeffrey L. Hudson

Interim County Manager

FOR SAMPSON COUNTY BOARD OF EDUCATION:

Mr. Daryll Warren

ATTEST:

Dr. Jamie King

Chairman

Superintendent & Board Secretary

FOR CLINTON CITY BOARD OF EDUCATION:

Dr. Linda Brunson

ATTEST:

Dr. Wesley Johnson

Chairwoman

Superintendent & Board Secretary