

SPECIALIZED TREATMENT CENTER (STC)  
MEMORANDUM OF AGREEMENT (MOA) 2018-2019

THIS AGREEMENT, entered into on this 1st day of November 2018, by and between the ALABAMA STATE DEPARTMENT OF EDUCATION (ALSDE) and BALDWIN COUNTY COMMISSION *concerning the BALDWIN COUNTY REGIONAL JUVENILE DETENTION CENTER*, at the mailing address 43405 Nicholsville Road, Bay Minette, Alabama 36507, *BALDWIN COUNTY REGIONAL JUVENILE DETENTION CENTER* will hereby be referred to as the STC. The primary goal of this agreement is to ensure allocations are being utilized to provide educational services to students. In order to ensure that this goal is met, the attendance log must be checked daily for each student. Allocations for funding is contingent upon the ALSDE receiving in a timely manner an accurate attendance log from each facility. Submission of the attendance log will confirm the provision of appropriate resources for student educational services. This agreement is in accordance with the resolution by the Alabama State Board of Education on September 19, 1967, authorizing the State Superintendent of Education to enter into various contracts and has the following stipulations:

- A. The Specialized Treatment Center (STC) shall maintain student attendance by utilizing the record keeping method provided by ALSDE from November 1, 2018, to May 31, 2019, or end date of program.
- B. The designated personnel shall submit attendance records to the ALSDE by the scheduled due date. The record keeping system must effectively maintain accurate records based on attendance for regular and special education students.
- C. 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.
- D. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.
- E. The State Superintendent of Education through his designated representatives will sponsor and approve the purposes, administration, and supervision of all phases of the service to be provided.
- F. The STC agrees to retain and make accessible for audit original and supporting documents that substantiate direct (and indirect, if applicable) costs charged to this program for five years after final claim to the ALSDE, if applicable, until any audit exceptions are resolved. The resolution of any audit exceptions will be the responsibility of the STC.
- G. The period of this agreement is November 1, 2018, through May 31, 2019. Either party upon receipt of a 30-day written notification may terminate this agreement
- H. By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate any local, state and federal laws, 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.

- I. 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, 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. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustments of the State of Alabama.
- J. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of Alabama State Bar.

ALABAMA STATE DEPARTMENT  
OF EDUCATION

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Daniel Boyd  
Deputy State Superintendent of Education

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Treatment Center Director/Administrator

This contract has been reviewed and is approved as to content

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Andy Craig  
Deputy State Superintendent  
Administrative and Financial Services

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STC Finance Manager

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Eric G. Mackey  
State Superintendent of Education

This contract has been reviewed for legal form and appears to comply with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

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J. Jason Swarm  
General Counsel