

STATE OF ALABAMA
BALDWIN COUNTY

STC/BOARD MOA

THE BALDWIN COUNTY BOARD OF EDUCATION

AND

THE BALDWIN COUNTY COMMISSION

THIS MEMORANDUM OF AGREEMENT (Agreement or MOA) is made on the 1st day of October, 2024, by and between the Baldwin County Board of Education (hereinafter "the Board") and the Baldwin County Juvenile Detention Center (hereinafter "STC"), (each a "Party" and collectively the "Parties") for the funding of educational services to be provided by the Baldwin County Juvenile Detention Center to students attending the Baldwin County Juvenile Detention Center during the period commencing October 1, 2024 and ending September 30, 2025 (hereinafter "the Contract Period").

WHEREAS, the STC has been operating as an educational program for students eligible for services under Alabama Administrative Code Chapter 290-8-8; and

WHEREAS, this MOA provides for collaborative procedures between the Parties to ensure that the educational requirements pursuant to Alabama Administrative Code Chapter 290-8-8 are met while students are receiving services at the STC; and

WHEREAS, the parties desire that the Board shall act as fiscal agent for the purpose of securing, dispensing, and administering state educational funds to the STC for the provision of educational services to qualified students attending the Baldwin County Juvenile Detention Center during the Contract Period;

WHEREAS, the parties desire that the STC shall utilize said state funds to provide educational services in the form of academic instruction to said students in accordance with the Alabama Course of Study and applicable federal, state, and local laws and regulations; and

WHEREAS, the Board may assign an employee(s), including teacher(s), as it deems appropriate for the provision of the instructional services to said students;

NOW THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, it is mutually agreed by the parties as follows:

1. **Licensure.** The STC is licensed by the Department of Youth Services to serve approximately 30 number of beds. Attached hereto is a copy of the STC license(s).
2. **Type of STC.** The STC is a public facility.

The STC is a residential program.

3. **Purpose of STC.** Pursuant to Alabama Administrative Code Chapter 290-8-8, please state the purpose and objectives of the STC.

The STC serves a court ordered, transient population as individuals await residential placements or release.

4. **Target population.** Pursuant to Alabama Administrative Code Chapter 290-8-8, please describe the STC's target population, including the grades served by the STC.

The STC serves youths between the ages of 10 and 18. The STC serves mostly middle school and high school students.

5. **Educational Program.** Pursuant to Alabama Administrative Code 290-8-8, please describe the STC educational program.

Through educational services provided by the Board, the STC keeps our residents connected to public schools as best as possible. Some residents are released after 72 hours and others stay longer pending disposition of their cases or being admitted to a court ordered program.

6. **Duration of Educational Program.** The STC provides educational services (check one): 9 months (traditional school schedule); 12 months summer only.

7. **Type of Educational Program.** Please indicate the type of educational program offered by the STC. (check all that apply):

- credit recovery
- traditional high school diploma
- elementary school
- middle school
- GED (if GED, identify below the affiliate agency or organization)
- other (if other, provide additional information)

Curriculum. The STC should ensure that each course, the curriculum, and instruction provided is consistent in quality and content based on standards established and approved by ALSDE. The Board should work cooperatively with the STC to assist with curriculum issues and questions. Students enrolled in the Baldwin County Juvenile Detention Center will be provided instruction through one of the following the methods:

- Imagine Learning Edgenuity Courseware, or
- Schoology ACCESS franchise courses, or
- Other approved online platform

Edgenuity and Schoology ACCESS franchise courses are state-approved platforms used in for the Board's summer school, credit recovery, etc.

Students will be assigned to the appropriate Alabama standards-based course(s) through the online platform. These online courses will follow as close to the Baldwin County Public Schools pacing guides as possible. A certified teacher will be based on-site at the STC to oversee and assist STC students daily. A certified special education teacher will also be assigned to the STC in order to support the STC students who are identified as in need of special education instruction under the Individuals with Disabilities Education Act (IDEA). Students will have access to core content certified teachers for any questions that they may have about their online content/lessons.

8. The Board will work with the STC, through the placement of teacher units and a clerk position, Board local dollars, and monies received from the State based on bed count of the facility at this time, to ensure that the STC's curriculum and instruction is provided in accordance with the Alabama Courses of Student, Baldwin County School Board policies and/or the IDEA guidelines as applicable.
9. **Funding.** All funds allocated to the Juvenile Detention Center will be budgeted and managed by the Board, as the fiscal agent.

Total annual funding allocation for the Baldwin County Juvenile Detention Center:

Total Allocation Earned	\$283,406
Less 4% admin fee (ALSDE) and 2 teacher salary, 1 clerk and benefits (Board) to be kept by Board	\$206,406
Balance to the Baldwin County Juvenile Detention Center for educational services:	<hr/> \$76,667

It is expressly understood and agreed that it shall be the obligation and responsibility of the STC to provide educational services in the form of academic instruction, through the use of online platforms (see curriculum), to said students in accordance with the terms of the Alabama Courses of Study, Baldwin County School Board policies, and/or IDEA guidelines as applicable. In the event proration occurs from the State of Alabama, it will be necessary to prorate the amount allocated to the STC at the same rate.

10. Regular and Special Education teachers and support staff.

On the effective date, the Board will employ and assume responsibility for two (2) teachers to provide educational services and one (1) clerk ("staff") to assist with enrollment of students and general clerical work on the campus of the STC. All staff hired under this

Agreement shall remain employees of the Board and shall be entitled to all rights, salaries, and other benefits as other employees of the BOARD and subject to all state rules and regulations and all BOARD disciplinary policies, rules and regulations as all other employees of the BOARD. The BOARD shall be responsible for the salaries and benefits of the staff during the regular school calendar year according to the BOARD calendar school year. The STC shall be responsible for paying the salaries and benefits of the staff for the summer employment or employment outside the BOARD regular school calendar including any vacation and holidays that the BOARD staff choose to work, unless the BOARD staff are providing extended school year services, remedial education services, or any other services that an BOARD teacher in another school within the BOARD would receive federal and/or state funding. It is understood that the staff employed by the BOARD are accountable to the policies and procedures of the BOARD. In the event a policy or procedure conflicts with an existing STC policy or procedure, the BOARD policies and procedures shall control. The BOARD's staff will adhere to the STC calendar with the assurance that vacations, holidays and staff development related activities are followed.

11. **Special Education Monitoring and Oversight.** In addition to the monitoring of the STC by the ALSDE pursuant to Alabama Administrative Code Chapter 290-8-8-.08, the BOARD shall monitor and oversee the requirements of the Individuals with Disabilities Education Act ("IDEA") and Alabama Administrative Code Chapters 290-8-8 and 290-8-9 are met while students are receiving services at the STC, including ensuring that all individualized education programs ("IEPs") for students with disabilities under the IDEA are implemented and appropriately staffed pursuant to federal and state requirements.
 - a. The STC shall provide the BOARD access to the STC in the fulfillment of its monitoring and oversight responsibilities to ensure that the requirements of the IDEA and Alabama Administrative Code Chapters 290-8-8 and 290-8-9 are/were met while students are/were receiving services at the STC, including the BOARD entering the location in which a student(s) with a disability is receiving services set forth in the student's IEP.
 - b. The BOARD shall coordinate all on-site visits with the Director of the STC and all applicable STC campus visitor/guest procedures be followed.
 - c. With regard to any shared services between the BOARD and STC in the implementation of a student's IEP, the responsibility for the provision of such services must be delineated in the student's IEP with specificity, including with regard to the frequency, location, and duration of the services.
 - d. In cooperation with the STC, the BOARD shall determine the nature and form of documentation required to sufficiently demonstrate compliance with the IDEA and Alabama Administrative Code Chapter 290-8-9, including the provision of a free appropriate public education to each

student with a disability in accordance with the student's IBP. The STC shall collect and maintain the data required to demonstrate compliance and shall make the same available for review and inspection by the BOARD and/or ALSDE upon reasonable notice.

12. **Section 504 of the Rehabilitation Act of 1973.** Section 504, a civil rights statute, requires the needs of students with disabilities to be met as adequately as the needs of non-disabled students are met. Students in STCs who have a Section 504 Plan should continue identified supports or the STC must convene a team of appropriate personnel to update the current 504 Plan in coordination with the BOARD. For students who need a Section 504 Plan, the BOARD and STC should work to create a 504 Plan to support the needs of students.
13. **Due Process.** The STC and BOARD shall comply with procedural due process relating to applicable notices, timelines, and safeguards in accordance with state and federal laws and regulations.
14. **Student Information and Data Entry.** The STC should maintain each student's attendance, grades and other pertinent demographic and academic data while the student is enrolled in the STC, utilizing the state-approved student information software (currently PowerSchool). The STC should safeguard each student's records to protect the student records from damage, loss or compromise by unauthorized persons as mandated by federal and state laws. The ALSDE will provide the STC with access to the student information software. The BOARD/ALSDE shall provide training to the STC on how to enter the student information and data into the system, and the STC can reach out to the BOARD with any questions or concerns regarding data entry, and the BOARD will work cooperatively to assist the STC. In addition, while the STC remains responsible for maintaining and safeguarding the STC student information and data, the BOARD agrees to fund a clerk position to assist the STC in data entry. The BOARD will provide the clerk appropriate training on how to enter the student information and data into the system.
15. **Confidential Information.** The Parties are responsible for maintaining compliance with the Family Educational Rights and Privacy Act ("FERPA") and other privacy laws; and ensuring that all data collected, managed, stored, transmitted, used, reported, and destroyed is done so in a way that preserves and protects individual and collective privacy rights and ensures confidentiality and security of collected data.
16. **Records and Reports.** 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 Department of Education, and if applicable, until any audit exceptions are resolved. Subject to state and federal laws, such as FERPA and the IDEA, the BOARD, ALSDE, and the Alabama Department of Examiners of Public Accounts shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the STC. The BOARD and the STC shall cooperate fully to share all social histories, observations, and education records, including, but not

limited to, IEPs, education-related evaluations, and assessments. The Board shall complete reports requested or required by ALSDE in a timely manner.

17. **Assessments.** All students at an STC who are enrolled in the student management system must participate in State-mandated assessments. The BOARD will ensure that all assessments are administered in accordance with ALSDE rules and policies and will notify the STC of testing schedules for state assessments in advance of the assessment. The BOARD may directly administer the assessments or the ALSDE will provide training to certificated STC personnel in assessment protocol and requirements, provided the BOARD remains responsible at all times for testing materials, security, and administration.
18. **Use of Funds.** Pursuant to Alabama Administrative Code Chapter 290-8-8, the funds for educational programs shall be appropriated by ALSDE through the BOARD fiscal agent from the Education Trust Fund (ETF) and shall be used only for educational purposes, except when an emergency situation exists as approved in advance by ALSDE. ETF funds must be used for the following purposes: direct instructional costs (teachers, aides/paraprofessionals, counselors, subject specialists, textbooks, supplies, and equipment); operations; and indirect instructional costs (administrative staff, school facility/maintenance/operations personnel, and staff development). Any funds not obligated/dispensed by September 30, 2024, must be refunded to the Alabama State Department of Education.
19. **Eligibility/Age requirements.** The STC shall only use ALSDE funds to provide educational services to eligible students. Generally, eligible students include students from kindergarten through twelfth grade, subject to the age requirements set forth in Alabama Administrative Code Chapter 290-8-9-.04(3) for students with disabilities. In particular, the following age requirements apply to the provision of special education and related services: Preschool children with disabilities by the child's third birth date. Public agencies may not use school admission cut-off dates to deny special education services for eligible preschool children. However, these children may not attend the regular kindergarten program, unless they meet the age requirements. Likewise, children with disabilities who have not earned an Alabama High School Diploma on the general education pathway and who have not reached their twenty-first birthday by August 1 are eligible for the provision of special education and related services. These children are entitled to services up to age 21, even if it means that instruction is provided in excess of 12 years. A child who turns 21 on or after August 1 is entitled to begin and complete the school year.
20. **Fiscal Audit.** Pursuant to Alabama Administrative Code Chapter 290-8-8, the STC must provide to ALSDE an annual end-of-year fiscal audit report no later than 30 days after the close of the state fiscal year to ensure that funds are being spent in accordance with state and federal laws and regulations. The BOARD has oversight of all funds received under Alabama Administrative Code Chapter 290-8-8. Any funds not obligated/dispensed by September 30, 2024, must be refunded to the Alabama State Department of Education.

21. **Monitoring.** Any STC may be subject to a visit with or without prior notification by an official of the ALSDE to determine compliance with Alabama Administrative Code Chapters 290-8-8 and 290-8-9.
22. **Non-Discrimination.** The STC agrees it shall not discriminate on any basis that would be illegal as used by a school system.
23. **Transition to Public School.** The STC shall work with the student's LEA of origin to ensure a smooth and seamless transition and shall work to provide any services or information necessary to transition the student in an effective and appropriate manner, including providing, where possible, advance notification to the LEA on admissions and exits of a student.
24. **Termination.** A Party may terminate this Agreement without reason or cause by providing the other Party written notice not less than six (6) months in advance of the desired termination date. Notwithstanding the foregoing, in the event an administrative or judicial proceeding is pending regarding a student with a disability receiving services at the STC at the time of the termination, the STC shall comply with the IDEA, 34 C.F.R. §§300.513, 300.533, and the Alabama Administrative Code Chapters 290-8-9-.08(9)(c)14 during the pendency of the proceeding. This Agreement is subject to termination in the event of proration of the funds from which payment under this Agreement is to be made.
25. **Point of Contact.** Communications, including, but not limited to, renewal and termination notices, must be sent to the individual designated below. A Party who designates a new point of contact must give written notice to the other Party within 15 days after the change.

BOARD: Baldwin County Board of Education:
Mr. Marty McRae, Assistant Superintendent of Student Services,
mmcrae@bcbe.org

STC: Baldwin County Juvenile Detention Center:
Mrs. Jana Murphy, Director, jana.murphy@baldwincountyal.gov

26. **Notices.** Any notice given in accordance with this Agreement shall be in writing and shall be deemed to have been given as of the date and time that it is (1) hand delivered, (2) delivered by the United States Postal Services, Certified Mail, return receipt requested, postage pre-paid, (3) delivery is completed by a nationally recognized overnight delivery company, or (4) delivery is made electronic email with return receipt requested.
27. **Amendments.** This Agreement may be amended in writing by mutual agreement of the Parties.

28. **No Agency.** Neither Party shall have the right or authority to negotiate, conclude, or execute any contract or legal document with any third person in the name of the other Party; to assume, create, or incur any liability of any kind, express or implied, against or in the name of any of the other Party; or to otherwise act as the representative of the other Party, unless expressly authorized in writing by the other Party.
29. **Severability.** If any provision of this Agreement or the application thereof is determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the remaining applications shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.
30. **Assignment.** No Party can assign any right or duty under this Agreement without the other Party's prior written consent.
31. **Governing Law.** This Agreement shall be governed by, subject to, and construed under the laws of the State of Alabama.
32. **Entire Agreement.** This constitutes the entire agreement between the parties, and merges into this agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no effect.
33. **Counterparts.** This Agreement may be executed in multiple counterparts, which when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

-----SEPARATE SIGNATURE PAGE TO FOLLOW-----

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first stated hereinabove.

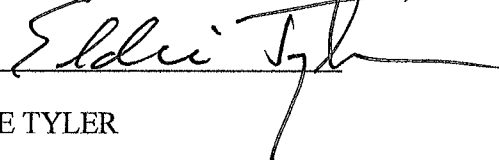
BALDWIN COUNTY COMMISSION

BY: _____

BILLIE JO UNDERWOOD

COMMISSION CHAIRMAN

BALDWIN COUNTY BOARD OF EDUCATION

BY: 

EDDIE TYLER

SUPERINTENDENT

STATE OF ALABAMA
DEPARTMENT OF YOUTH SERVICES

LICENSE

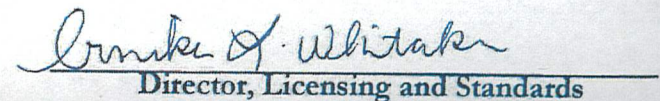
THIS CERTIFIES THAT
Baldwin County Commission
HAS SUCCESSFULLY MET ALL MINIMUM STANDARDS TO OPERATE

A Juvenile Detention Center (Capacity 30)
Baldwin County Regional Juvenile Detention Center
43405 Nicholsville Road
Bay Minette, Alabama 36507

AND IS HEREBY LICENSED TO OPERATE SAID FACILITY FOR 01/31/2024 – 01/30/2025
IN WITNESS WHEREOF WE HEREBY SUBSCRIBE OUR SIGNATURES,
THIS 22nd DAY OF JANUARY, 2024.




Youth Services Director


Director, Licensing and Standards