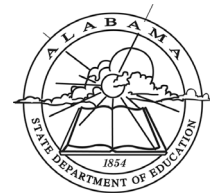




STATE OF ALABAMA
DEPARTMENT OF EDUCATION



Eric G. Mackey, Ed.D.
State Superintendent of Education

September 25, 2026

MEMORANDUM

TO: City and County Superintendents of Education

FROM: Eric G. Mackey *EGM*
State Superintendent of Education

RE: Specialized Treatment Centers Memorandum of Agreement

The [Alabama Administrative Code Chapter 290-8-8](#) requires that a Memorandum of Agreement (MOA) be established between the Specialized Treatment Center (STC) and the Local Education Agency (LEA) where the STC is physically located. A copy of the signed agreement must be provided to the Alabama State Department of Education (ALSDE) before the beginning of each fiscal year.

To support collaboration between the LEAs and STCs in the MOA process, the ALSDE has provided a [fillable 2026-2027 MOA template](#) for student-centered planning for both parties. Once both parties complete and sign the agreed-upon MOA, please upload the signed document to the Anvilar platform by October 16, 2026.

If you have any questions or concerns, please contact Dr. Margaret M. Jones by email at STC@alsde.edu or by telephone at (334) 694-4994.

EGM/MMJ/SB

Attachment

cc: Mr. Jason Swann, General Counsel
Dr. Autumm M. Jeter, Assistant State Superintendent
Mr. Ethan Taylor, Education Administrator

FY26-1019

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Secretary and
Executive Officer

**Alabama State Department of Education
Specialized Treatment Centers****ANNUAL MEMORANDUM OF AGREEMENT
BETWEEN**

*(Local Educational Agency {LEA})***AND**

*(ALSDE-Endorsed Specialized Treatment Center {STC})***Agreement Period: October 1, 2026 – September 30, 2027**

This Memorandum of Agreement ("Agreement" or "MOA") is made and entered into by the ("LEA _____ and the ("STC") _____
(each a "Party" and collectively the "Parties").

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

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

Therefore, the Parties agree to the following provisions:

I. Licensure Details

STC Licensing Agencies	License Validation Dates (Must be valid upon signed execution)	STC's Licensing Capacity (# on each agency's license)

II. Attach a copy of the STC's license(s)**III. Type of Specialized Treatment Center (STC)**

The STC is classified as a *(check one)*:

- ☐ Psychiatric Residential Treatment Facility (PRTF)
- ☐ Public Treatment Facility
- ☐ Private Treatment Facility

This STC serves students in a *(check all that apply)*:

- ☐ Day Program
- ☐ Residential Program

IV. Purpose and Objectives

In accordance with *Alabama Administrative Code* Chapter 290-8-8, please provide the purpose and primary objectives of the STC below.

V. Target Population and Grade Levels

Pursuant to *Alabama Administrative Code* Chapter 290-8-8, describe the STC's target population, including the specific grade levels served.

VI. Educational Program Structure and Content

Pursuant to *Alabama Administrative Code* Chapter 290-8-8, describe the following regarding the STC's educational programming:

- **Program Structure:** (e.g., instructional model, scheduling, and delivery).
- **Program Content:** (e.g., curriculum standards and academic coursework).

VII. Duration of Educational Program

The STC shall ensure that all courses, curriculum, and instruction are consistent with Alabama State Board of Education standards. **STCs are required to have a minimum of 180 academic days or 1080 hours, with at least 6 hours of instruction exclusive of lunch or P.E.**

Please indicate the duration of the STC's educational program below (check one):

- ☐ **(9) months** (Traditional academic school year length; inclusive of summer programming such as enrichment and summer school)
- ☐ **12 months** (The academic program operates throughout June and July with students receiving a minimum of six instructional hours per day).
- ☐ **Other** (Provide additional information about the length of the program below.)

VIII. Type of Educational Program & Curriculum

Indicate the type of educational program offered by the STC (**check all that apply**):

- ☐ Elementary School Grades (K - 6th)
- ☐ Middle School Grades (7th – 8th)
- ☐ High School Grades (9th – 12th) leading to an Alabama High School Diploma
- ☐ Other (Provide additional information about the type of program below.)

Curriculum

The STC shall ensure that each course, the curriculum, and instruction the STC provides is consistent in quality and content based on standards established and approved by the Alabama State Board of Education. Describe how the STC's academic curriculum aligns with the standards and requirements set forth by the Alabama State Board of Education.

Regular and Special Education Personnel

Clearly **describe** how educational staffing responsibilities are assigned between the LEA and the STC, **including** which Party is responsible for hiring, supervision, and oversight of educational personnel. **Ensuring that all instructional staff (teachers and paraprofessionals) are properly certificated by the Alabama State Department of Education (ALSDE).**

**Alabama State Department of Education
Specialized Treatment Centers**

1. Special Education Monitoring and Oversight

- a. In addition to the monitoring of the STC by the ALSDE pursuant to *Alabama Administrative Code* Rule 290-8-8-.08, the LEA shall monitor and oversee, and ensure that 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.
- b. The STC shall provide the LEA access to the STC to 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 LEA entering the location in which a student(s) with a disability is receiving services as set forth in the student's IEP.
- c. The LEA shall coordinate all on-site visits with the STC Site Director and/or the STC Educational Administrator, and must follow all applicable STC campus visitor/guest procedures.
- d. With regard to any shared services between the LEA and STC in implementing a student's IEP, the responsibility for providing such services must be delineated in the student's IEP with specificity, including with regard to the frequency, location, and duration of the services.
- e. In cooperation with the STC, the LEA 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 free appropriate public education to each student with a disability in accordance with the student's IEP. The STC shall collect and maintain the data required to demonstrate compliance and shall make the same available for review and inspection by the LEA and/or the ALSDE upon reasonable notice.
- f. Additional information (Optional):

2. Section 504 of the Rehabilitation Act of 1973

Section 504, of the *Rehabilitation Act of 1973*, a civil rights statute, **requires LEAs and STCs to meet** the needs of students with disabilities as adequately as they meet the needs of non-disabled students. Students in STCs who have a Section 504 Plan must continue to receive identified supports, or the STC, coordinating with the LEA, must convene a team of appropriate personnel to update the current Section 504 Plan. For students who need a Section 504 Plan, the LEA and STC should work to create a 504 Plan to support the needs of students.

3. Due Process and STC Complaint Process

The STC and LEA shall comply with procedural due process relating to applicable notices, timelines, and safeguards in accordance with state and federal laws and regulations.

4. Student Education Team (SET)

The LEA and STC will collaborate to develop a SET team that is responsible for reviewing student data, determining appropriate educational placements, and ensuring that decisions align with the student's individual needs and applicable federal and state special education requirements.

5. Proper Certification

Each person who serves as a teacher or in an instructional support personnel position in the public schools of the State must hold a valid Alabama certificate as prescribed in Code of Ala. 1975, §16-23-1.

Alabama State Department of Education Specialized Treatment Centers

6. Paraprofessional Qualifications for those Working with Students Receiving Special Education Services

Most individuals who wish to work as an Instructional Paraprofessional must obtain a secondary school diploma or its recognized equivalent, along with one of the following qualifications:

- a. Successful completion of at least 2 years of (48 semester hours of study at an institution of higher education), or
- b. An Associate's Degree documented on an official transcript from an accredited institution of higher education, or
- c. Met a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment, knowledge of, and the ability to assist in, instructing reading, writing, and mathematics.

7. Student Information and Data Entry

The STC shall 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. The STC shall 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 LEA and the ALSDE shall provide the STC with training on entering and maintaining student information within the system for accuracy and completeness.

8. Transition/Exit Planning

A Transition/Exit Plan is a formal document setting forth the required steps the STC, the receiving LEA, and other relevant entities must take when a student placed at an STC transitions to a new school setting. A Transition Plan shall be developed for each student within 30 days of placing him/her at an STC to ensure a clear protocol is established and ready for implementation upon the student's transfer/discharge/release from an ALSDE-endorsed STC.

9. 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.

10. Records and Reports

Subject to state and federal laws, such as FERPA and the IDEA, the LEA, the 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 LEA 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 STC shall complete reports requested or required by ALSDE in a timely manner. The STC shall maintain all appropriate records and provide them to the ALSDE as requested.

11. Assessments

All students at an STC who are enrolled in the student management system must participate in state-mandated assessments. The LEA shall ensure that all assessments are administered in accordance with the ALSDE's rules and policies and shall notify the STC of testing schedules for state assessments in advance of the assessment. The LEA may directly administer the assessments or the ALSDE will provide training to certificated STC personnel in assessment protocol and requirements, provided the LEA remains responsible at all times for testing materials, security, and administration.

12. Use of Funds

Pursuant to *Alabama Administrative Code* Chapter 290-8-8, the ALSDE shall appropriate the funds for educational programs through the LEA fiscal agent from the Educational Trust Fund (ETF). The funds shall be used only for educational purposes, ***except when an emergency situation exists as approved in advance by the ALSDE.*** Upon such a determination, the STC may transfer funds between items of educational and non-educational sources of funding. Education Trust Fund (ETF) monies must be expended solely for approved purposes and in compliance with all applicable state purchasing laws and procurement regulations. Detailed receipts and documentation are required to validate all expenditures:

- a. **Direct instructional costs** (teachers, aides/paraprofessionals, counselors, subject specialists, textbooks, supplies, and equipment);
- b. **Operations;**
- c. **Indirect instructional costs** (administrative staff, school facility/maintenance/operations personnel, and staff development).

Any funds not obligated/disbursed by **September 30, 2027**, must be refunded to the ALSDE. The LEA will receive a **7% administrative fee from the total ETF allocation** earmarked for the STC.

13. 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 12th grade, subject to the age requirements set forth in *Alabama Administrative Code* Rule 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 disability by the child's third birth date.
- Public agencies may not use school admission cut-off dates to deny special education services to 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 21st birthday by August 1 are eligible to receive 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.***

14. Fiscal Audit

Pursuant to *Alabama Administrative Code* Chapter 290-8-8, the STC must provide the 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 LEA has oversight of all funds received under *Alabama Administrative Code* Chapter 290-8-8. Any funds not obligated/disbursed by **September 30, 2027**, must be refunded to the ALSDE.

15. Monitoring

The ALSDE may visit an STC with or without prior notification to determine compliance with *Alabama Administrative Code* Chapters 290-8-8 and 290-8-9. ***The ALSDE will submit any findings in writing to the STC to resolve within 90 (or less depending on the circumstances) days of the date of the visit. Failure to resolve findings within 90 days (or by a specified earlier deadline) may result in the ALSDE revoking the Educational Endorsement of Operation.***

**Alabama State Department of Education
Specialized Treatment Centers**

16. Non-discrimination

The STC agrees it shall not discriminate on any basis that would be illegal as used by a school system.

17. 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.

18. Term

The term of this Agreement shall be in effect from **October 1, 2026**, through **September 30, 2027**.

19. 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* Rule 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.

20. Points 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.

LEA Point of Contact (s)	STC Educational Point of Contact (s)

21. 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 delivered (1) by hand, (2) by the United States Postal Services, Certified Mail, return receipt requested, postage prepaid, (3) by a nationally recognized overnight delivery company, or (4) email with return receipt requested.

22. Amendments

This Agreement may be amended in writing by mutual agreement of the Parties and approval from the ALSDE.

23. 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.

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24. No Debt of the State

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 of 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. The STC's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the state of Alabama.

25. Dispute Resolution

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 resolutions shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Alabama Center for Dispute Resolution.

26. Indemnification and Litigation

The STC shall indemnify and hold harmless the LEA and the ALSDE, or anyone acting on their behalf (collectively "Indemnitees") against any and all claims, demands, suits, costs, judgment, in law or equity or any other forms of liability to third parties, actual or claimed, including reasonable attorney fees, for injury to property or persons (including but not limited to violations of civil rights), occurring or allegedly occurring, in connection with the operating the STC from conduct committed by the STC, or by its employees, officers, directors, subcontractors or agents, or anyone acting or purporting to act on its behalf, during the term of this Agreement or any renewal thereof.

The LEA and/or the ALSDE shall have the right to defend itself in any such action or proceedings and, in such a case, the STC shall reimburse the LEA and/or the ALSDE for any and all costs associated with said defense and shall not be relieved of any obligation hereunder. Nothing herein shall waive the right of Indemnitees to assert any statutory or legal defense of sovereign immunity or official immunity.

27. 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. Each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

28. Immigration Assurances

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they 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 in breach of the Agreement and shall be responsible for all damages resulting there from.

29. Certain Boycotting Activities

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic Boycott" is defined in Section 1 of the Act.

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. 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

**MEMORANDUM OF AGREEMENT
BETWEEN**

(Local Educational Agency {LEA})

AND

(ALSDE-Endorsed Specialized Treatment Center {STC})

Agreement Period: October 1, 2026 – September 30, 2027

LEA Superintendent's Signature

Date

LEA Superintendent's Printed Name

STC Authorized Representative's Signature

Date

STC Authorized Representative's Printed Name