

**Memorandum of Understanding
The Florida Department of Education
And
Sarasota County Schools
District FEIN #: 59-6000847**

WHEREAS to build educator capacity to implement the Civic Literacy Excellence Initiative, the Florida Department of Education, hereinafter FDOE, is developing the Florida Civics Seal of Excellence Endorsement; and

WHEREAS students in Sarasota, hereinafter District, will benefit from teachers from District schools receiving Florida Civics Seal of Excellence Endorsement virtual teacher training; and

WHEREAS, the parties hereto intend that teachers successfully completing Florida Civics Seal of Excellence Endorsement virtual teacher training receive a stipend of \$3,000, subject to the limitations expressed herein.

NOW THEREFORE, the Department and the District enter into this memorandum of understanding to establish the terms and conditions under which the Department shall provide a sub-grant for funds under the Elementary and Secondary School Emergency Relief Fund (ESSER II) to the District to provide a stipend of \$3,000 for the first 20,334 teachers to complete the Florida Civics Seal of Excellence Endorsement virtual teacher training statewide.

I. Scope of Work:

The District shall identify its teachers that have completed the Florida Civics Seal of Excellence Endorsement virtual teacher training comprised self-guided course modules. The endorsement course features five modules that cover key components for delivering K-12 civics education. Topics include the ideas and events that led to America's independence, the debates and events that led to creating a more perfect Union, The U.S. Constitution, better protection of liberty and equality for all Americans, citizenship in American self-government. The Department will verify with CPALMS that the identified teachers have completed the training.

A. School District Responsibilities:

1. Each School District or charter school, shall submit a list of eligible teachers to CPALMS via the CPALMS website, on an excel spreadsheet provided for that purpose.

2. Upon receipt of payment from the Department as provided below, pay a \$3,000 stipend to the eligible teachers that successfully completed the training, subject to appropriate reductions and withholdings as determined by the District.
3. Upon receipt of payment from the Department for charter school(s) within the district, will promptly forward applicable payments to charter school(s) for the purpose of paying a \$3,000 stipend to the eligible charter school teachers that successfully completed the training, subject to appropriate reductions and withholdings as determined by the Charter School.

B. Department of Education Responsibilities:

1. After receipt of course completions from the District, verify successful completion with CPALMS. The Department may utilize information relating to completion of virtual teacher training received directly from CPALMS to request payment as specified below.
2. Submit the payment request to the Department of Financial Services in the amount of \$3,000.00 for each eligible teacher from the District (including charter schools within the District) that successfully completed the training. Payment will be made directly to the District. The Department's obligation to pay the stipend is limited to the first 20,334 teachers to complete the training statewide.

II. Deliverables:

- A. Deliverables will be receipt of the verified list of course completions from CPALMS provided in support of the payment of the stipend as provided herein.

III. Term:

- A. The term of this MOU shall begin on date of execution and be in effect through September 30, 2023.

IV. Terms and Conditions:

- A. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- B. If the necessary funds are not available to fund this Agreement as a result of action by the State Legislature or the Florida Department of Financial Services all obligations on the part of the department to make any further payment of funds hereunder shall, if the department so elects, be terminated.
- C. The Department reserves the right to cancel this memorandum of understanding without cause by giving the Parties thirty (30) days written notice
- D. This Agreement will be interpreted under the laws of Florida and any dispute not resolved above can only be enforced in the appropriate forum in Tallahassee, Florida.
- E. Unless otherwise stated herein, modifications to the provisions of this Agreement, with the exception of Section V., Agreement Management, shall be valid only through execution of a formal written amendment.
- F. Pursuant to Section 287.058(1), Florida Statutes (s. 287.058, F.S.):
1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 2. The Department may unilaterally cancel this Agreement if the Provider refuses to allow access by members of the public to all documents, papers, letters

and materials made or received in conjunction with the Agreement that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.

G. Record copies will be retained five (5) fiscal years after completion or termination of the contract/lease/agreement, provided applicable audits have been released.

H. Access to Records: The Parties shall grant access to all records pertaining to the Agreement to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

I. Public Records: In fulfilling its obligations under this Agreement and Chapter 119, F.S., Parties must comply with the requirements outlined in s. 119.0701, F.S. If the Parties fail to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Agreement necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Parties regarding an action brought to enforce a public records request sent to the Parties, or terminating the Agreement. Pursuant to s. 119.0701, F.S., the Parties must:

1. Keep and maintain public records required by the Department to perform the service;
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Parties does not transfer the records to the Department; and
4. Upon completion of the Agreement, transfer, at no cost, to the Department all public records in possession of the Parties or keep and maintain public records required by the Department to perform the service. If the Parties transfers all public records to the Department upon completion of the Agreement, the Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Parties keeps and maintains public records upon completion of the Agreement, the Parties shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.

- J. This memorandum of understanding is a sub-award under the following:
1. Federal Award #:S425D210052
 2. Federal Award Date: January 6, 2021
 3. CFDA #: 84.425D
 4. Federal Award Description: Elementary and Secondary School
Emergency Relief Fund (ESSER (II)
 5. Awarding Agency: Florida Department of Education

V. Agreement Management:

All notices provided under or pursuant to this agreement shall be in writing and addressed to the individuals listed below.

A. The Department program contact is:

Angelia Rivers, Bureau Chief
Bureau of Standards and Instructional Support
325 West Gaines St.
Tallahassee, Florida 32399-0400
Email: Angelia.Rivers1@fldoe.org

B. The name and address of the contact for the District is:

Dr. Brennan Asplen, Superintendent
1960 Landings Blvd
Sarasota, FL 34231
brennan.asplen@sarasotacountyschools.net

In witness hereof, the parties have caused this Memorandum of Understanding to be executed by and between them:

STATE OF FLORIDA
DEPARTMENT OF EDUCATION

By: _____

Name: _____

Title: Commissioner

Date: _____

Sarasota County Schools

By:  _____

Name: Dr. Brennan Asplen

Title: Superintendent

Date: 12/8/2021

Instructions for Completion of DOE 100A

- A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.
- B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.
- C. Enter the total amount of funds requested for this project.
- D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Data Universal Numbering System (DUNS), or unique agency identifier number, requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their DUNS registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.
- E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.
 - **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

