

**Memorandum of Understanding between
State College of Florida, Manatee-Sarasota and School Board of Sarasota County, Florida,
in regard to the National Science Foundation Grant,
“Biotechnology Alliance for Suncoast Biology Educators (BASBE)”**

This memorandum of understanding between the District Board of Trustees of State College of Florida, Manatee-Sarasota (hereafter referred to as SCF) and the School Board of Sarasota County, Florida (hereafter referred to as SBSC) outlines an agreement as it pertains to the National Science Foundation grant, Biotechnology Alliance for Suncoast Biology Educators (BASBE)

1. Overview of the Project

BASBE will facilitate professional development for secondary school teachers leading to the design and implementation of new biotechnology laboratory activities in regional high school biology classrooms. SCF and the two school districts in the College’s service area (Manatee County and Sarasota County) are committed to increasing the number of students entering Science, Technology, Engineering, and Mathematics (STEM) fields by: 1) encouraging high school students to consider careers in science or in teaching science and 2) improving the overall quality of science education in local secondary schools to increase the preparedness of high school graduates to succeed in college science courses.

The SCF faculty will work collaboratively with curriculum specialists from the two school districts and others to develop educational modules that focus on DNA science and the use of biotechnology tools. BASBE will encourage and support high school biology teachers with hands-on training programs that cover basic and advanced molecular techniques. Instruments and supplies will be made available to participating teachers via an inter-district loan program to provide students first-hand experience with the tools and techniques of molecular biology. BASBE will also provide teachers with classroom support including presentations by area science professionals on careers in the industry and all of the materials needed to realize a two-week unit on biotechnology.

For additional details on the grant project see Appendix I (NSF grant proposal), II (amended activities), III (amended budget) and IV (notice of award), which are incorporated by reference as part of the deliverables of this MOU.

2. Responsibilities of State College of Florida, Manatee-Sarasota (SCF):

A. As part of the NSF grant, SCF will provide professional development sessions to three (3) SBSC high school biology teachers in Year One and three (3) SBSC high school biology teachers in Year Two. Teachers from Year One are encouraged to participate in training workshops again in Year Two. Teachers will be chosen by SBSC.

B. SCF will provide \$200 stipends to SBSC for each of the teachers who complete the workshops (12 hours in total) and employ the biotech unit in their respective classes.

Stipends will be paid to SBSC once the sessions are completed by the participating teachers.

C. SCF will provide funds to SBSC for substitute teachers (up to \$132 per day) so that participating teachers may be released from their teaching duties to shadow SCF BASBE faculty in their classes during regular school hours (at least once per year for each participating teacher).

D. SCF will provide up to \$1,312 in Year One and up to \$1,376 in Year Two (approximately 36.75 hours for Year One and 38.54 hours in Year Two, based on an hourly rate of \$35.70) to SBSC for the work provided on the grant project by Co-Principal Investigator and SBSC science program specialist Brad Porinchak, as documented by the appropriate time and effort reports (SCF will provide these). Any additional time committed to the BASBE project by the SBSC science curriculum specialist will be tracked and recorded as an in-kind contribution to the project.

E. SCF will purchase the materials, supplies and small equipment items (labs-in-a-box) to be loaned to the three participating teachers in Year One and the six participating teachers in Year Two, so that they may conduct a two-week unit on biotechnology in their classrooms.

F. SCF will hire and train SCF students who will be available to assist some participating teachers when they present the biotechnology units in their classrooms.

G. SCF will hire an individual to serve as a lab tech on a temporary, part-time basis that will have the primary responsibility of delivering the labs in a box to the participating teachers' classrooms and retrieving them after the biotech units are complete. In addition, the lab tech will work with the project PI and Co-PIs, teachers and school administrators to coordinate schedules for efficient delivery of labs-in-a-box.

H. SCF's PI (Jane Pfeilsticker) and Co-PIs (Matthew Keirle and Andrew Swanson) will conduct the teacher workshops and may be available to provide additional support and information when the biotech units are being implemented in the classrooms.

I. SCF will arrange for industry science professionals to make presentations to participating teachers and students and will coordinate these presentations with SBSC.

J. SCF agrees to continue to explore potential options for demonstrating the long term impact of grant activities on student participants that are mutually agreeable to SBSC and SCF. The details of this activity will be determined at a later date.

K. Prior to using photographic images of any participating teachers or students in publications or for publicity purposes, SCF will procure the appropriate permissions and written releases as required by both the SBSC and SCF. The details of this will be determined by mutual agreement of SCF and SBSC.

L. Prior to the administration of any pre- or post-testing or attitudinal surveys of students in participating classrooms, SCF will provide copies of instruments to SBSC Co-PI, Brad Porinchak and negotiate any changes that are mutually agreeable.

M. As fiscal agent, SCF will maintain a sound relationship with the granting agency, with the National Science Foundation, and will follow all standard accounting procedures as required by SCF Rules and Procedures and by the State of Florida.

N. After the end of the grant project, SCF agrees to work collaboratively with SBSC and its partners to seek practical options to sustain the activities of the BASBE project that lead to desirable and positive outcomes.

3. Responsibilities of the School Board of Sarasota County:

A. As part of the NSF grant, SBSC will select three (3) high school biology teachers in Year One and an additional three (3) high school biology teachers in Year Two who will attend professional development sessions (not to exceed 12 hours total) conducted by SCF faculty, and implement approximately a two-week unit on biotechnology in their classes as part of the BASBE grant.

B. SBSC will facilitate the delivery of \$200 stipends for each of the SBSC teachers who complete the workshops and employ the biotech unit in their classes. The manner in which the stipends are delivered is at the discretion of SBSC.

C. SBSC will assure SCF that the teachers that are chosen to participate in the BASBE project will complete the workshops and implement the biotechnology units in their classes.

D. SBSC will facilitate participating teachers being released from their teaching duties for up to two days per year so that they may shadow SCF faculty in their classrooms. SCF will provide funds to SBSC for substitute teachers (up to \$132 per day.)

E. SBSC will allow its science curriculum specialist to serve as BASBE Co-Principal Investigator. SCF will provide up to \$1,312 in Year One and up to \$1,376 in Year Two (approximately 36.75 hours for Year One and 38.54 hours in Year Two, based on an hourly rate of \$35.70) for the science curriculum specialist's time on the project. SBSC agrees to provide "time and effort" reports as required by SCF. Any additional time committed to the BASBE project by the SBSC science program specialist will be tracked and recorded as in-kind contribution to the project.

F. SBSC will assure that participating high schools provide safe and secure locations to store the materials, supplies and small equipment items (labs-in-a-box) when stored on SBSC property.

G. SBSC will advise SCF on the process for obtaining the required, free, Level 1 background check for SCF student assistants, volunteers, lab techs, PI and Co-PI that will allow them to participate in BASBE classroom activities with participating teachers and students. SBSC teachers will always accompany SCF personnel during these experiences.

H. SBSC Co-PI (Brad Porinchak) will work collaboratively with SCF's PI (Jane Pfeilsticker) and Co-PIs (Matthew Keirle and Andrew Swanson) to assist SCF with

coordinating and scheduling activities in the classroom as well as presentations to Sarasota County faculty and students by professionals in the industry.

I. SBSC agrees to continue to explore potential options for demonstrating the long term impact of grant activities on student participants that are mutually agreeable to SBSC and SCF. In addition, SBSC will track participating students' performance in science classes for the remainder of their time in any public Sarasota high school. This information will be provided to SCF in the aggregate each year through 2015. The details of this activity will be mutually agreeable to both parties and will be determined at a later date.

J. SBSC will facilitate the appropriate permissions and written releases from participating faculty and from parents of participating students so that SCF will be able to illustrate the activities of the NSF BASBE grant in publications, video and on its Web site for the publicity purposes or for the dissemination for grant outcomes (a requirement of the grant).

K. After the end of the grant project, SBSC agrees to work collaboratively with SCF and its partners to seek practical options to sustain the activities of the BASBE project that lead to desirable and positive outcomes.

4. Location of Services - Performance of activities cited above will be conducted at:

- State College of Florida, Manatee-Sarasota,
5840 26th Street West, Bradenton, Florida
34207
- State College of Florida, Manatee-Sarasota,
8000 S. Tamiami Trail,
Venice, Florida 34293
- Select Sarasota County High Schools (as determined
by SBSC)

5. Term.

The term of this agreement shall be from date last signed by both parties until **April 30, 2013**, unless terminated as provided herein, or extended by supplement to this agreement.

6. Termination of Agreement

This agreement may be terminated by either party with or without cause by giving sixty (60) days written notice to the other party. Additionally, this agreement may be terminated by SCF as follows:

- (a) In the event that SBSC materially defaults in the performance of any duty, obligation, covenant or agreement made in this agreement, SCF shall provide SBSC written notice specifying the Event of Default. SBSC shall have fifteen (15) days within which to initiate action to correct the default and thirty (30) days within which either to cure the default or to demonstrate to the satisfaction of SCF that corrective action

has been taken and will likely result in curing the default. In the event that SBSC fails to cure the default, SCF will have the right to terminate this agreement. In such case, SCF shall provide thirty (30) days written notice to effectuate said termination.

Notice shall be sufficient if delivered to SBSC, personally, or mailed by certified mail to the following individual at this address, with copies to the individual listed thereafter:

Lori White, Superintendent
Sarasota County Schools
1960 Landings Blvd
Sarasota, FL 34231

- (b) Termination by the National Science Foundation (funding agency) of its grant with SCF shall constitute grounds for immediate termination of this agreement by SCF.
- (c) If the agreement is terminated by SCF or by SBSC for convenience, due to SBSC breach, or due to termination of the grant, within thirty (30) days of termination, SBSC will pay to SCF all monies paid in advance by or on behalf of SCF to SBSC, or SCF will reimburse any outstanding funds due to SBSC for allowable costs through the date of termination.

7. Insurance and Indemnification.

Both parties to this Agreement are institutions of the State of Florida, and their “self insurance” limitations are provided for by law. SBSC and SCF are provided with comprehensive general liability insurance with the limits as established pursuant to the terms and limitations of Florida Statutes, Section 768.28 and Florida Statutes, Chapter 284, Part II. To the extent permitted by Section 768.28, Florida Statutes, each party shall indemnify and hold harmless the other from and against any claims, liability, demands, expenses, proceedings, legal actions, attorneys’ fees, court costs, and other fees arising from and out of the negligence of its respective officers, faculty, staff and employees, or agents or their successors and assigns. Nothing contained in the foregoing shall be construed as a waiver of either party’s Sovereign Immunity under federal or Florida Law.

8. Laws and Regulations.

This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Sarasota County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. Assignability.

This contract is for the personal services of the SBSC and may not be assigned by the SBSC in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in SBSC, without the prior written consent of SCF which consent SCF may withhold in its sole discretion.

10. Public Records.

This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties.

11. No Waiver.

The failure by either party to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver, nor shall it deprive a party the right to later required adherence thereto.

12. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

13. Copyrights.

The SBSC is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a SBSC purchases ownership with grant support. Furthermore, the parties agree that SCF has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for purposes related to SCF business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

14. Access to and Retention of Documentation.

SCF, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, the National Science Foundation or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the SBSC which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after SCF has made final payment and all services have been performed under this agreement.

15. Debarment.

By signing this Agreement, SBSC certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

SBSC agrees to notify SCF within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information or terminations as described in paragraphs 18(a) -(d) above, with respect to SBSC or its principals.

16. Confidential Student Information.

Notwithstanding any provision to the contrary contained in this agreement between SBSC and SCF; both parties (including each party's officers, employees, agents and representatives) shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon SBSC until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

In witness whereof, the parties hereto, by the undersigned, who are authorized to bind said parties, agree to the terms and conditions herein and attached hereto.

DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA MANATEE-SARASOTA
Signed: _____
Title: _____
Date: _____

SARASOTA COUNTY SCHOOLS
Signed: _____
Title: _____
Date: _____