

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF ALABAMA DEPARTMENT OF FINANCE AND  
THE ALABAMA STATE DEPARTMENT OF EDUCATION  
FOR THE DISTRIBUTION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

This Memorandum of Understanding is made by and between the State of Alabama Department of Finance, at 600 Dexter Avenue, Montgomery, Alabama 36130, hereinafter referred to as “DOF” and the State of Alabama Department of Education, at 50 N. Ripley Street, Montgomery, Alabama 36103, hereinafter referred to as “SDE.” DOF and SDE are hereinafter collectively referred to as the “parties.” This agreement becomes effective upon approval of the parties and the Governor.

**I. PURPOSE**

The federal Coronavirus Aid, Relief, and Economic Security Act, hereinafter referred to as the “CARES Act,” established the Coronavirus Relief Fund, hereinafter referred to as “CRF.” The CARES Act appropriated \$150,000,000,000 (one hundred fifty billion dollars) to the CRF to make payments to state, local, and tribal governments for the purposes enumerated in the CARES Act, namely, to respond to and mitigate the coronavirus pandemic. The State of Alabama received approximately \$1,900,000,000 (one billion, nine hundred million dollars) from the CRF. CRF funds may only be used to cover costs that: 1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); 2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the State or government; and 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Alabama Act 2020-199 divided the State of Alabama’s share of CRF funds into ten categories and charged DOF with the responsibility of administering the funds on behalf of the people of Alabama. One such category, hereinafter referred to as the “health care category,”

provides, “[u]p to \$250,000,000 to be used to support the delivery of health care and related services to citizens of Alabama related to the coronavirus pandemic.” Another category, hereinafter referred to as the “technology and infrastructure” category, provides, “[u]p to \$300,000,000 for expenditures related to technology and infrastructure related to remote instruction and learning.” SDE is requesting, and DOF is agreeing to provide, \$70,000,000 (seventy million dollars) from the health care category of CRF funds to support SDE’s proposed “Education Health and Wellness” grant program as described in the budget attached hereto as Appendix A. SDE is further requesting, and DOF is agreeing to provide, \$100,000,000 (one hundred million dollars) from the technology and infrastructure category of CRF funds to support SDE’s proposed “Educational Remote Learning Devices” grant program as described in the budget attached hereto as Appendix B.

In sum, SDE’s proposed “Education Health and Wellness” grant program will provide funds directly to local education agencies to fund health and wellness programs for the sole purpose of minimizing the exposure and spread of COVID-19 in Alabama’s public-school system. Local education agencies may use the grant funds: 1) to fund salary or wages for healthcare professionals or aides to provide COVID-19 response and mitigation services at the schools; 2) to contract for specimen collection and testing for COVID-19; 3) for temporary facility improvements that are necessary to respond to or mitigate COVID-19 and supplies for nurses’ work areas for the same purpose; 4) creation or fortification of temporary isolation areas for symptomatic students; 5) for screening equipment to detect the body temperature of faculty, staff, students, and other individuals on campus or at school sanctioned events; and 6) in compliance with NHTSA standard and other federal guidelines, modification or enhancements to school transportation vehicles to mitigate and/or isolate the spread of COVID-19. For the purposes of this

Agreement, a “healthcare professional,” as used herein, must be a certified Nursing Assistant, Licensed Vocational Nurse, Registered Nurse, or higher, and may be a Medical Doctor or Doctor of Osteopathic Medicine. Nothing in this agreement authorizes permanent construction of real property or the expansion of existing real property.

SDE’s proposed “Educational Remote Learning Devices” grant program will provide funds directly to local education agencies to fund the purchase of electronic devices and software, and related training and maintenance services, for the purpose of facilitating remote virtual learning and the overall continuity of learning in Alabama’s public school system as a direct response to the COVID-19 pandemic.

As the projects have been presented to DOF by SDE, DOF has concluded that the programs and purposes outlined herein are necessary to respond to and mitigate the coronavirus pandemic in Alabama. Further, DOF concludes that funding said projects using the State’s CRF funds is an appropriate use of said funds under both federal and state law. DOF fully supports SDE in its efforts to support and protect the citizens of Alabama in respect to the public health emergency related to COVID-19.

## II. PARTIES’ RESPONSIBILITIES

### A. SDE agrees to the following:

1. To develop and implement its “Education Health and Wellness” and “Education Remote Learning Devices” grant programs as described herein.
2. To administer the funds provided to it by this agreement on behalf of all public local education agencies in Alabama.



3. To include in the certification filed by each local education agency applying for reimbursement under the “Education Health and Wellness” grant program, the following information, at a minimum:

(a) verification that funds were used pursuant to and consistent with all federal and state laws as well as those proscribed by the State Superintendent.

(b) that any specimen collection and diagnostic testing for COVID-19 as provided herein by any contracting entity shall be reported as required to the Alabama Department of Public Health and local health officials.

4. To require each local education agency applying for reimbursement under the “Education Remote Learning Devices” grant program, prior to expending the funds, to provide SDE with the following information relating to the devices intended to be purchased, at a minimum:

(a) Remote Learning Plan – The school must first submit a remote learning plan compatible with the devices to be purchased;

(b) Instructor Proficiency – The school must ensure teachers and instructors are proficient in the operations of the remote learning device, are able to troubleshoot or have access to technical support for the remote learning devices, and are familiar with the curriculum, teaching plan or other methods of remote learning delivery;

(c) Connectivity – If necessary for delivery, the school must develop a plan to ensure each student has access or availability to the internet; and

(d) Maintenance – The school must develop a plan for maintenance of the devices, including software updates, physical repairs, and replacement of lost or damaged devices.

5. To provide to the State Finance Director's Office, on or upon the fifth day of every month, beginning August 5, 2020, (or if the 5th day of any month shall fall on a weekend or State holiday, then on the next day that is not a weekend or State holiday) until conclusion of the project by either completion or termination, a report detailing the progress made on the project and an itemized list of expenditures for the grant programs for the preceding month.

6. To use the funds provided by DOF under this agreement in accordance with federal and state law and for the purposes set forth in this agreement and for no other purpose.

7. To ensure the local education agencies that receive funds under this agreement expend said funds in accordance with federal and state law and for the purposes set forth in this agreement and for no other purpose.

8. To spend or return any funds provided by DOF under this agreement by December 15, 2020.

9. SDE acknowledges and agrees that any contracts or other agreements entered into by SDE or local education agencies that utilize the CRF funds provided under this MOU can only be funded with CRF funds until December 15, 2020, at the latest. After December 15, 2020, a different funding source must be utilized for such contracts or other agreements.

B. DOF agrees to the following:

1. To provide \$70,000,000 to SDE from the State's CRF funds as described herein to fund this SDE's proposed "Education Health and Wellness" grant program and for no other purpose.

2. To provide \$100,000,000 from the State's CRF funds as described herein to support SDE's proposed "Educational Remote Learning Devices" grant program.

### III. TERMINATION OF AGREEMENT

Except as set forth in this section, this agreement may be terminated only by a writing signed by each party or representatives of each party. If SDE determines that it will not pursue this project for whatever reason, it may terminate this agreement upon written notice to the State Finance Director and upon return of any unspent funds. If DOF concludes, after a reasonable investigation and in its sole discretion as administrator of the funds, that the funds provided hereunder have been used in a manner inconsistent with federal or state law, DOF may terminate this agreement immediately upon written notice to SDE.

#### IV. MISCELLANEOUS PROVISIONS

A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

B. SDE shall have the authority to amend distribution plans and amounts, as detailed in Appendixes A and B, to local education agencies so as to address any changes as it deems appropriate.

C. By signing this contract, 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 therefrom.

D. 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, SDE's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. 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 the Alabama State Bar.

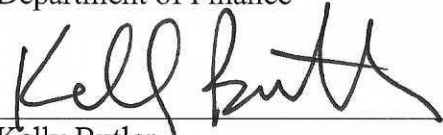
E. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, DOF provides the following information to SDE: This subaward is provided to SDE through a grant to the State of Alabama in the amount of \$1,901,262,000 from the U.S Treasury via Section 601(a)(1) of the Social Security Act (42 U.S.C. 301 et seq.), known as the Coronavirus Relief Fund, as created by Section 5001 of the CARES Act, Pub. L. No. 116-136 (March 27, 2020) under Federal Award Identification Number SLT0002 and SLT0223, CFDA #21.019 Coronavirus Relief Fund for the period March 1, 2020 to December 30, 2020. This subaward is provided in accordance with the requirements set forth in the CARES Act and other applicable federal and state law and policy, and SDE affirms that all information it has provided to DOF relating to this subaward is true and accurate. This subaward does not include research and development. The parties acknowledge and understand that each subrecipient of CRF funds will be evaluated in accordance with Code of Federal Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. Further, each subrecipients' activities will be monitored as necessary to ensure that the subaward is used for authorized purposes, in compliance with law, and that subaward performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the subrecipient.

## V. AMENDMENT

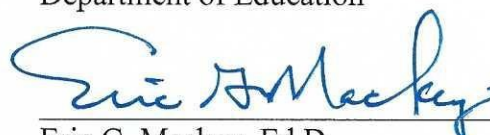
This agreement may be amended only by a writing signed by each party or representatives of each party.

In witness whereof, the parties hereto have caused this agreement to be executed by those officers, officials, and persons thereunto duly authorized on this 20 day of July, 2020.

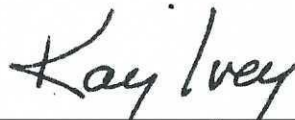
State of Alabama  
Department of Finance

  
\_\_\_\_\_  
Kelly Butler  
Finance Director

State of Alabama  
Department of Education

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

APPROVED:

  
\_\_\_\_\_  
Kay Ivey  
Governor of Alabama



Appendix A

School/System Grantee	Education Health and Wellness Grant Program
Acceleration Day and Evening Academy	\$ 98,894
Alabaster City	\$ 531,771
Albertville City	\$ 568,070
Alexander City	\$ 333,019
Andalusia City	\$ 217,719
Anniston City	\$ 227,079
Arab City	\$ 263,986
Athens City	\$ 415,946
Attalla City	\$ 191,901
Auburn City	\$ 717,303
Autauga County	\$ 792,153
Baldwin County	\$ 2,301,757
Barbour County	\$ 134,997
Bessemer City	\$ 394,781
Bibb County	\$ 341,498
Birmingham City	\$ 2,121,997
Blount County	\$ 664,383
Boaz City	\$ 271,890
Brewton City	\$ 157,827
Bullock County	\$ 210,465
Butler County	\$ 335,372
Calhoun County	\$ 704,987
Chambers County	\$ 384,123
Cherokee County	\$ 370,035
Chickasaw City	\$ 198,537
Chilton County	\$ 679,596
Choctaw County	\$ 183,364
Clarke County	\$ 273,139
Clay County	\$ 215,830
Cleburne County	\$ 252,775
Coffee County	\$ 271,271
Colbert County	\$ 292,857
Conecuh County	\$ 232,781
Coosa County	\$ 140,721
Covington County	\$ 309,379
Crenshaw County	\$ 261,429
Cullman City	\$ 288,413
Cullman County	\$ 796,678
Dale County	\$ 323,567

Appendix A

School/System Grantee	Education Health and Wellness Grant Program
Daleville City	\$ 165,093
Dallas County	\$ 350,525
Decatur City	\$ 812,456
DeKalb County	\$ 839,028
Demopolis City	\$ 248,824
Dothan City	\$ 796,452
Elba City	\$ 122,169
Elmore County	\$ 1,014,540
Enterprise City	\$ 584,584
Escambia County	\$ 418,810
Etowah County	\$ 704,265
Eufaula City	\$ 582,167
Fairfield City	\$ 225,249
Fayette County	\$ 244,917
Florence City	\$ 421,562
Fort Payne City	\$ 340,637
Franklin County	\$ 393,192
Gadsden City	\$ 496,813
Geneva City	\$ 162,529
Geneva County	\$ 273,763
Greene County	\$ 162,771
Gulf Shores City	\$ 197,959
Guntersville City	\$ 210,853
Hale County	\$ 279,311
Haleyville City	\$ 201,495
Hartselle City	\$ 322,662
Henry County	\$ 280,373
Homewood City	\$ 357,584
Hoover City	\$ 1,060,563
Houston County	\$ 559,502
Huntsville City	\$ 1,878,613
i3 Academy	\$ 94,281
Jackson County	\$ 463,907
Jacksonville City	\$ 186,894
Jasper City	\$ 299,104
Jefferson County	\$ 3,157,091
Lamar County	\$ 250,825
Lanett City	\$ 161,519
Lauderdale County	\$ 656,125

Appendix A

School/System Grantee	Education Health and Wellness Grant Program
Lawrence County	\$ 447,280
LEAD Academy	\$ 94,047
Lee County	\$ 825,019
Leeds City	\$ 230,775
Legacy Prep	\$ 78,212
Limestone County	\$ 905,433
Linden City	\$ 114,984
Lowndes County	\$ 200,016
Macon County	\$ 243,413
Madison City	\$ 818,092
Madison County	\$ 1,409,035
Marengo County	\$ 153,369
Marion County	\$ 331,183
Marshall County	\$ 570,251
Midfield City	\$ 166,912
Mobile County	\$ 4,700,641
Monroe County	\$ 355,672
Montgomery County	\$ 2,706,631
Morgan County	\$ 673,980
Mountain Brook City	\$ 348,746
Muscle Shoals City	\$ 274,992
Oneonta City	\$ 177,454
Opelika City	\$ 450,782
Opp City	\$ 177,632
Oxford City	\$ 381,804
Ozark City	\$ 242,699
Pelham City	\$ 323,737
Pell City	\$ 383,641
Perry County	\$ 182,304
Phenix City	\$ 655,246
Pickens County	\$ 287,548
Piedmont City	\$ 151,125
Pike County	\$ 264,354
Pike Road City	\$ 246,404
Randolph County	\$ 252,483
Roanoke City	\$ 190,193
Russell County	\$ 348,974
Russellville City	\$ 295,252
Saraland City	\$ 303,503



Appendix A

School/System Grantee	Education Health and Wellness Grant Program
Satsuma City	\$ 186,935
Scottsboro City	\$ 253,272
Selma City	\$ 338,366
Sheffield City	\$ 158,766
Shelby County	\$ 1,594,072
St Clair County	\$ 782,758
Sumter County	\$ 185,521
Sylacauga City	\$ 231,457
Talladega City	\$ 233,900
Talladega County	\$ 646,413
Tallapoosa County	\$ 313,220
Tallassee City	\$ 209,451
Tarrant City	\$ 192,731
Thomasville City	\$ 168,719
Troy City	\$ 221,954
Trussville City	\$ 394,770
Tuscaloosa City	\$ 944,746
Tuscaloosa County	\$ 1,614,450
Tuscumbia City	\$ 185,091
University Charter School	\$ 103,726
Vestavia Hills City	\$ 533,301
Walker County	\$ 705,043
Washington County	\$ 283,610
Wilcox County	\$ 208,884
Winfield City	\$ 163,370
Winston County	\$ 249,677
Alabama Institute for Deaf and Blind	\$ 105,143
Alabama School of Mathematics and Science	\$ 90,350
Alabama School of Fine Arts	\$ 99,830
School of Cyber Technology and Engineering	\$ 94,518
Department of Youth Services	\$ 90,841
	<b>\$ 70,000,000</b>

Appendix B

School/System Grantee	Educational Remote Learning Devices Grant Program
Acceleration Day and Evening Academy	\$ 141,277
Alabaster City	\$ 759,672
Albertville City	\$ 811,528
Alexander City	\$ 475,742
Andalusia City	\$ 311,028
Anniston City	\$ 324,399
Arab City	\$ 377,123
Athens City	\$ 594,209
Attalla City	\$ 274,144
Auburn City	\$ 1,024,718
Autauga County	\$ 1,131,646
Baldwin County	\$ 3,288,224
Barbour County	\$ 192,853
Bessemer City	\$ 563,973
Bibb County	\$ 487,855
Birmingham City	\$ 3,031,425
Blount County	\$ 949,118
Boaz City	\$ 388,414
Brewton City	\$ 225,467
Bullock County	\$ 300,665
Butler County	\$ 479,103
Calhoun County	\$ 1,007,124
Chambers County	\$ 548,747
Cherokee County	\$ 528,622
Chickasaw City	\$ 283,624
Chilton County	\$ 970,852
Choctaw County	\$ 261,949
Clarke County	\$ 390,198
Clay County	\$ 308,329
Cleburne County	\$ 361,108
Coffee County	\$ 387,530
Colbert County	\$ 418,367
Conecuh County	\$ 332,544
Coosa County	\$ 201,030
Covington County	\$ 441,970
Crenshaw County	\$ 373,469
Cullman City	\$ 412,018
Cullman County	\$ 1,138,111

Appendix B

School/System Grantee	Educational Remote Learning Devices Grant Program
Dale County	\$ 462,238
Daleville City	\$ 235,848
Dallas County	\$ 500,750
Decatur City	\$ 1,160,652
DeKalb County	\$ 1,198,612
Demopolis City	\$ 355,463
Dothan City	\$ 1,137,789
Elba City	\$ 174,528
Elmore County	\$ 1,449,342
Enterprise City	\$ 835,121
Escambia County	\$ 598,301
Etowah County	\$ 1,006,093
Eufaula City	\$ 831,667
Fairfield City	\$ 321,785
Fayette County	\$ 349,881
Florence City	\$ 602,232
Fort Payne City	\$ 486,624
Franklin County	\$ 561,703
Gadsden City	\$ 709,733
Geneva City	\$ 232,184
Geneva County	\$ 391,090
Greene County	\$ 232,530
Gulf Shores City	\$ 282,798
Guntersville City	\$ 301,219
Hale County	\$ 399,016
Haleyville City	\$ 287,850
Hartselle City	\$ 460,946
Henry County	\$ 400,533
Homewood City	\$ 510,834
Hoover City	\$ 1,515,089
Houston County	\$ 799,289
Huntsville City	\$ 2,683,734
i3 Academy	\$ 134,687
Jackson County	\$ 662,724
Jacksonville City	\$ 266,992
Jasper City	\$ 427,292
Jefferson County	\$ 4,510,130
Lamar County	\$ 358,321



Appendix B

School/System Grantee	Educational Remote Learning Devices Grant Program
Lanett City	\$ 230,741
Lauderdale County	\$ 937,321
Lawrence County	\$ 638,971
LEAD Academy	\$ 134,352
Lee County	\$ 1,178,598
Leeds City	\$ 329,679
Legacy Prep	\$ 111,732
Limestone County	\$ 1,293,476
Linden City	\$ 164,264
Lowndes County	\$ 285,738
Macon County	\$ 347,733
Madison City	\$ 1,168,703
Madison County	\$ 2,012,907
Marengo County	\$ 219,098
Marion County	\$ 473,119
Marshall County	\$ 814,644
Midfield City	\$ 238,445
Mobile County	\$ 6,715,201
Monroe County	\$ 508,102
Montgomery County	\$ 3,866,616
Morgan County	\$ 962,829
Mountain Brook City	\$ 498,208
Muscle Shoals City	\$ 392,846
Oneonta City	\$ 253,506
Opelika City	\$ 643,975
Opp City	\$ 253,760
Oxford City	\$ 545,434
Ozark City	\$ 346,713
Pelham City	\$ 462,481
Pell City	\$ 548,059
Perry County	\$ 260,434
Phenix City	\$ 936,066
Pickens County	\$ 410,783
Piedmont City	\$ 215,892
Pike County	\$ 377,648
Pike Road City	\$ 352,006
Randolph County	\$ 360,690
Roanoke City	\$ 271,705

Appendix B

School/System Grantee	Educational Remote Learning Devices Grant Program
Russell County	\$ 498,534
Russellville City	\$ 421,788
Saraland City	\$ 433,576
Satsuma City	\$ 267,049
Scottsboro City	\$ 361,817
Selma City	\$ 483,380
Sheffield City	\$ 226,808
Shelby County	\$ 2,277,246
St Clair County	\$ 1,118,226
Sumter County	\$ 265,030
Sylacauga City	\$ 330,653
Talladega City	\$ 334,143
Talladega County	\$ 923,448
Tallapoosa County	\$ 447,457
Tallassee City	\$ 299,216
Tarrant City	\$ 275,330
Thomasville City	\$ 241,027
Troy City	\$ 317,078
Trussville City	\$ 563,958
Tuscaloosa City	\$ 1,349,636
Tuscaloosa County	\$ 2,306,357
Tuscumbia City	\$ 264,415
University Charter School	\$ 148,180
Vestavia Hills City	\$ 761,859
Walker County	\$ 1,007,204
Washington County	\$ 405,157
Wilcox County	\$ 298,405
Winfield City	\$ 233,385
Winston County	\$ 356,681
Alabama Institute for Deaf and Blind	\$ 150,204
Alabama School of Mathematics and Science	\$ 129,071
Alabama School of Fine Arts	\$ 142,614
School of Cyber Technology and Engineering	\$ 135,026
Department of Youth Services	\$ 129,772
	<b><u>\$ 100,000,000</u></b>