

Memorandum of Understanding
between
THE EMPLOY FLORIDA BANNER CENTER FOR AVIATION AND AEROSPACE
and
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this X day of XXX, 2010, by and between the Employ Florida Banner Center for Aviation and Aerospace at Florida State College at Jacksonville, a political subdivision of the State of Florida, duly organized under the laws of the State of Florida (hereinafter "Banner Center") and The School Board of Clay County, Florida, a political subdivision of the State of Florida (hereinafter "Clay County Schools"), for support to the grant entitled, "Employ Florida Banner Center for Aviation and Aerospace," also known as the Aerospace Resource Center.

Whereas, the Banner Center and Clay County Schools have reached agreement in principle to cooperatively promote a synergistic outreach program for aviation and space disciplines through-out the Clay County Schools' service area; and

Whereas, the Banner Center and Clay County Schools agree that this MOU is to serve as a foundation for the relationship of the parties established hereby and as a point of entry to further discussions on the matters of substance identified by the parties hereinafter or as may be later mutually agreed to by the parties in writing.

Now, therefore, In consideration of the recitals above and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged the Banner Center and Clay County Schools agree:

- To work in concert with the Banner Center to collaborate on education, training and other service opportunities in order to foster growth at the Clay County Schools and the Banner Center;
- To explore the possibilities of Clay County Schools and the Banner Center in providing other need-specific training programs as may from time to time be identified;
- The Banner Center will provide curriculum, training, and certification resources for developing and sustaining Florida's aviation and space workforce and contributing to the expansion of its diverse aviation and space industries;
- Clay County Schools will assist with the collection of information for all registered students receiving training or services through the Banner Center materials;
- The Banner Center will support career orientations at Clay County Schools campuses;
- To support Clay County Schools programs and students with Banner Center career materials and visits to Clay County School classes, and similar opportunities;
- To identify Clay County Schools as Banner Center Education Consortium Partners.

Each party agrees to continue discussions in good faith intending to further refine and develop the areas of agreement for subsequent enlargement and definition of the relationship created by this MOU, and which discussions may result in the development of separate matter specific contracts provided, however, that any other agreements, projects and documents so developed will be under the purview of this MOU and shall be executed and attached hereto as an addendum and made a part hereof. In particular, the parties will work towards establishing some specific training goals for Clay County Schools.

The parties agree that the administrators who will manage this MOU are Thomas W. Baine, V, Program Manager of the Aviation and Aerospace Banner Center located at 13450 Lake Fretwell Street, Jacksonville, Florida 32221; (904) 317-3842 and Paul Parker, Director of Career and Technical Education, Clay County District Schools, 900 Walnut Street, Green Cove Springs, Florida 32043; (904) 284-6574 Legal notices to the Banner Center shall also be provided to General Counsel, Florida State

College at Jacksonville, 501 West State Street, Jacksonville, Florida 32202 and to J. Bruce Bickner, Attorney for The School Board of Clay County, Florida, 900 Walnut Street, Green Cove Springs, Florida 32043.

The term of this MOU shall be for the period of three (3) years and may be extended only upon the mutual written agreement of the parties.

MOU Standard Terms and Conditions:

1. Neither party shall use the other party's name, trademarks or logos without the express written consent of that party.

2. The terms and conditions of this MOU, as well as the information about one another's business and business practices constitute confidential and proprietary information, and shall not be disclosed except to persons charged with implementing this MOU. Clay County Schools and Banner Center each agree to treat all such information as confidential/proprietary, and to take all reasonable precautions against disclosure of such information to third parties during and after the term of this MOU. Furthermore, neither party shall use any information, knowledge or skills gained from the relationship to compete with or to the disadvantage of the other party. In addition the parties understand and agree that they shall each comply with applicable requirements the Family Educational Rights and Privacy Act and Section 1002.225, Florida Statutes. Notwithstanding the foregoing, both Clay County Schools and Banner Center acknowledge and agree that this MOU and all related papers, documents, letters or other materials are subject to the provisions of Chapter 119, Florida Statutes, regarding public access to records.

3. Each party assumes any and all risks of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees and agents while acting within the scope of their respective employment. The parties further agree that nothing herein contained shall be construed or interpreted as; (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the State of Florida or its agents, political subdivisions and agencies to be sued; or (iii) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

4. As political subdivisions of the State of Florida, each of Clay County Schools, the Banner Center's and Florida State College at Jacksonville's performance under this MOU, and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and their respective District Board of Trustees Rules which are applicable to Florida State College at Jacksonville, the Banner Center and Clay County Schools operations, commitments and/or activities in furtherance of any terms specified herein.

5. Where applicable, Clay County Schools will assist with the collection of eligibility requirements for all registered students receiving training or services through the Banner Center materials as per the Region Workforce Board, which are: (1) 18 years age or older, (2) a United States Citizen or a non-citizen authorized to work in the United States. The following documentation will be accepted to comply with the above requirements: (1) Clay County Schools registration application or (2) Banner Center Application form and proof of Florida residency (a copy of a valid photo ID and a copy of a Social Security card or any combination of acceptable documents that satisfies the INS Form I-9 at the INS web site.

6. During the term of this MOU, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.

7. Nothing contained in this MOU shall grant, imply, or intend that either party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever absent the other party's joinder in writing.

8. Notice shall be effective if delivered by U.S. Certified Mail, Return Receipt Requested, or by recognized overnight courier delivery to the respective Administrators identified by each party.

9. Either party may terminate this MOU without cause at any time upon sixty (60) days advance written notice.

10. Any amendment or modification of this MOU must be in writing and signed by an authorized representative of the parties.

11. Each party and the person signing this MOU represents and warrants that they are authorized to sign this MOU on behalf of their respective organization as the act and deed of that organization, and that such organization agrees to be bound by the terms and conditions of this MOU.

In witness whereof, the parties have executed this MOU as the day and date first written above.

**Florida State College at Jacksonville, on
behalf of Employ Florida Banner Center
for Aviation and Aerospace**

The School Board of Clay County, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

F.E.I.N. 59-1149317

F.E.I.N. _____