

**Memorandum of Understanding
Between
Clay County District Schools
And
First Coast Workforce Development, Inc.
dba CareerSource Northeast Florida**

This Memorandum of Understanding ("MOU") entered into July 1, 2025, between Clay County District Schools, Adult Basic Education Service Provider, and First Coast Workforce Development, Inc., a Florida Not for Profit Corporation dba CareerSource Northeast Florida ("CSNEFL"), to enter into a collaborative relationship to provide Adult Basic Education services for CSNEFL job seekers.

The parties to the MOU agree as follows:

- 1. Staffing:** Clay County District Schools will provide adult education teachers, paraprofessionals, and administrators to effectively deliver ABE and GED services for residents of Clay County.
- 2. Facilities and Supplies:** Clay County District Schools will provide the facilities and instructors to deliver ABE, GED and ACT/Prep services during weekdays and some evening hours. All classroom materials will be supplied by Clay County District Schools.
- 3. Services:** CSNEFL and Clay County District Schools will work collaboratively to provide placement services to Clay County District Schools students as outlined in Exhibit "A" and Attachment "1" to the Agreement.
- 4. Safety:** Clay County District Schools staff members will be covered under Clay County District Schools policies.
- 5. No Personal Liability:** No stipulation, covenant, agreement, or obligation ("obligation") contained in this Agreement will be deemed or construed to be an obligation of any present or future director, officer, employee, or agent of CSNEFL, or any incorporator, director, officer, employee or agent of any successor to the Agent, in any persons individual capacity. No person in his/her individual capacity will be liable personally for any breach or non-observance of or for any failure to perform, fulfill, or comply with any obligation, nor will any recourse be had for any claim based upon any obligation, or on any obligation, against any person, in his/her individual capacity, either directly or through CSNEFL or any successor to CSNEFL, under any rule of law or equity, statute, or constitution, or by the enforcement of any assessment or penalty or otherwise, and all liability of any person, in his/her individual capacity is expressly waived any released.
- 6. Renewal and Termination of Agreement:** The MOU will commence on **July 1, 2025**, and will be in effect through **June 30, 2030**. The Clay County District Schools and CSNEFL reserve the right to terminate this MOU upon providing ninety (90) days prior written

notice. The MOU will be reviewed at least once every 3-year period and amended if substantial changes have occurred, or signatures have changed.

7. **Amendments to this MOU:** This MOU may be amended or modified by mutual written agreement by the parties.
8. **Records Retention:** Clay County District Schools shall agree to maintain copies of all records, accounts, and documents pertaining to the MOU or an Amendment hereto for five (5) years from the date of termination. However, if any audit, claim, litigation, negotiation or any other action involving this MOU hereto has been stated before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
9. **Notices:** Any notice, instrument, or other communication required or permitted to be given by one of the parties hereto to the other under this Agreement shall be considered as properly given if duly reduced to writing and (i) delivered in person, or (ii) mailed by first class mail, registered or certified, with return receipt requested, and postage prepaid. Notices shall be sent to the following:

For CSNEFL:

**Rebecca Livingston, Executive Vice President
1845 Town Center Blvd, Suite 250
Fleming Island, FL 32003**

For Clay County District Schools:

**Erin Skipper, School Board Chair
900 Walnut Street
Green Cove Springs, FL 32043**

10. **Severability:** If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. **Non-Assignment:** Clay County District Schools shall not assign or transfer any of its interest or duties or obligations under this MOU unless otherwise provided or without prior written consent of the Clay County District Schools, but in no case shall consent relieve Clay County District Schools from the obligation under or change the terms of the MOU.
12. **Infrastructure Agreement:** The law requires each Local Workforce Development Area to have at least one Full Service One Stop System. CSNEFL has designated the Duval County Gateway Center to be the Full Service One Stop System. This location has a MOU and Infrastructure Funding Agreement with Florida State College of Jacksonville, and the agreement meets 34CFR §463.500(2)(i), 34CFR §463.755, 34CFR §463.720, WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(ii). "The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720".

Clay County District Schools Adult Education Program and CSNEFL have no shared cost agreement.

CSNEFL has offices in the other counties of region to partner with Adult Education to provide services, and linkages to serve our mutual Adult Education customers as further detailed in this MOU agreement.

- 13. FERPA: Protection of Confidential Data:** CSNEFL agrees to abide by the limitation on re-disclosure of personally identifiable information from education records set forth in The Family Educational Right and Privacy Act (FERPA)(34 CFR Section 99.333 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that received education record information from Clay County District Schools may use the information, but only for the purposes for which the disclosure was made.
- a. Covered Data and Information ("CDI") includes paper and electronic student education record information supplied by Clay County District Schools.
 - b. Acknowledgement of Access to CDI: CSNEFL acknowledges that the Agreement allows CSNEFL access to CDI.
 - c. Prohibition on Unauthorized Use or Disclosure of CDI: CSNEFL agrees to hold CDI in strict confidence. CSNEFL shall not use or disclose CDI received from or on behalf of Clay County District Schools except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by owner. CSNEFL agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
 - d. Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of the Agreement, CSNEFL shall return all CDI to Clay County District Schools, or if return is not feasible, destroy all CDI. If CSNEFL destroys the information, it shall provide Clay County District Schools with a certificate confirming the date of destruction of the data.
 - e. Remedies: If Clay County District Schools reasonably determines in good faith that CSNEFL has materially breached any of its obligations under this Agreement, Clay County District Schools, in its sole discretion, shall have the right to require CSNEFL to submit to a plan of monitoring and reporting; provide CSNEFL with a fifteen (15) calendar day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Clay County District Schools shall provide written notice to CSNEFL describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that CSNEFL improperly disclosed personally identifiable information obtained from Clay County District Schools's educational records, owner may not allow CSNEFL access to education records for at least five years.

- f. Maintenance of the Security of Electronic Information: CSNEFL shall develop and implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronic maintained or transmitted CDI received from or on behalf of Clay County District Schools or its students. These measures will be extended by contract to all subcontractors by CSNEFL.
- g. Reporting of Unauthorized Disclosure or Misuse of Covered Data and Information: CSNEFL shall, within one day of discovery, report to Clay County District Schools any use or disclosure of CDI not authorized by this Agreement or in writing by Clay County District Schools. CSNEFL's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what CSNEFL has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure and (v) what corrective action CSNEFL has taken or shall take to prevent future similar unauthorized use or disclosure. CSNEFL shall provide such other information, including a written report, as reasonably requested by Clay County District Schools.

CSNEFL agrees that job seeker names, addresses, social security numbers and telephone numbers will only be released to Clay County District Schools employees for the express purpose of joint case management, labor exchange, and training services. Information may be restricted from agencies working with Clay County District Schools.

At no time will client names, addresses, social security numbers or telephone numbers be given out to any organization or individual outside this agreement for any purpose without the expressed written permission of each client/customer.

From time to time, reports showing usage of services or other information may be provided by CSNEFL to Clay County District Schools.

All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement will be subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

Public access to these records will be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

Although the ABE service provider, their staff, employees, contractors, subcontractors, and partnering agencies and their employees may obtain access to information that is otherwise confidential, that access does not alter the confidential nature of the information. It is incumbent upon Clay County District Schools, contractors, subcontractors, partnering agencies and their employees to maintain confidentiality requirements. Any requests for release of information

covered under this agreement by parties other than those specified in this agreement shall be referred to CSNEFL.

INFORMATION TO BE SHARED: CSNEFL will provide training to Clay County District Schools on the use of Employ Florida.

14. Equal Employment and Compliance with Discrimination Laws: During the term of this MOU, neither party shall discriminate against any person based on race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.

15. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the service provider of the other party.

All persons employed by a party in connection with this MOU shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

16. This MOU contains the entire MOU between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this MOU, neither Clay County District Schools nor CSNEFL make any representations, warranties, covenants, or undertakings of any kind, express or implied.

17. The validity, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida. The parties submit to the jurisdiction and venue of the local state and federal courts located in Clay County, Florida.

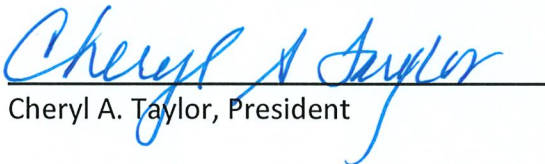
18. The parties hereto acknowledge and agree that Clay County District Schools is a political subdivision of the State of Florida. As such Clay County District Schools's performance under this MOU and any amendments hereto or attachments herewith, shall always be subject to all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the Clay County District Schools operations, commitments and/or activities in furtherance of any terms specified herein.

Furthermore, nothing contained herein 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 Clay County District Schools to be sued; or (iii) a waiver of sovereign immunity of the Clay County District Schools beyond the waiver provided in Section 768.28, F. S. As Clay County District Schools is a political subdivision of the State of Florida, this MOU is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This MOU is executed and entered into in the State of Florida, and shall be constituted, performed, and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

19. CSNEFL acknowledges that Clay County District Schools, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes as it relates to the maintenance, generation, and provision of access to all public records related to this MOU.

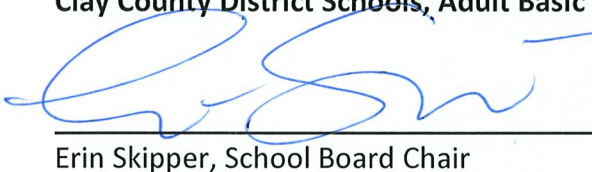
IN WITNESS THEREOF, the parties hereto have executed this MOU in multiple counterparts, each of which is and shall be considered an original, effective as of the date first above written.

First Coast Workforce Development, Inc. dba CareerSource Northeast Florida


Cheryl A. Taylor, President


Date

Clay County District Schools, Adult Basic Education


Erin Skipper, School Board Chair


Date

Exhibit A

- 1. Primary Contacts for Communication:** Clay County District Schools and CSNEFL shall designate employees who will serve as the primary contacts for communication between the partners. Should the contacts change, each partner shall notify the other of such change within 30 days.
- 2. Staffing:** Clay County District Schools will provide adult education teachers, paraprofessionals, and administrators to effectively deliver ABE and GED services for residents of Clay County.
- 3. Customer-Centered Services:** Clay County District Schools agrees to assist in providing customer centered services to jobseekers who are co-enrolled in Clay County District Schools ABE/GED and CSNEFL programs. Further, Clay County District Schools will refer appropriate enrolled students for CSNEFL program services once it has been determined that the student is deemed ready and eligible for services offered by CSNEFL. This referral will take place at a minimum of two months prior to completion of the Adult Education program and receipt of diploma.
- 4. Workshops for One-Stop Job Seekers:** CSNEFL will conduct workshops for one- stop job seekers regarding the opportunities provided through the ABE/GED program in-person or virtually.
- 5. Clay County District Schools Mailings:** The Clay County District Schools will implement an email blast notification to all students who have completed at least seventy-five percent (75%) of their program each term. The email notification will promote the job placement services of CSNEFL, and the career development services provided by the school district's career development facilitator.
- 6. Communications:** All external communications by Clay County District Schools utilizing CSNEFL's logo and Clay County District Schools will be reviewed by CSNEFL prior to release of communications.

Attachment 1

We call job seekers who serve themselves **Transactional**; they choose the self-service option, using our career centers, mobile access point locations, or online resources to pursue employment without the benefit of our staff's advice and guidance. Research has indicated that the average transactional job seeker visits a career center about five times before they move on to other resources. Transactional job seekers have a variety of services they can access without staff assistance. Items marked with an asterisk (*) are required for a job seeker to move on past the transactional phase. Partners are encouraged to refer all appropriate job seekers to transactional employment services. Services may be held virtually.

Self-Assessments	Job Search	Workshops	Other
Employ Florida Initial Skills Assessment	Job Search in Employ Florida	Employ Florida Overview	Complete Employ Florida Registration*
Workforce Skills for the 21st Century	Self-Referrals to Jobs	Resume Writing	CSNEFL Services Orientation Video*
My Next Move	Recruitment Events	Job Search Strategies	Labor Market Research via ONET*
	Job Fairs		
	Career Informational Sessions		

Additional Resources: Job seekers may seek information on additional resources through local CSNEFL centers. *Note: All services may not be available in all counties.*

Vocational Rehabilitation	Adult Education and Family Literacy	Young Adult Services (via contractors)	Northeast Florida Community Action Agency	Operation New Hope
Division of Blind Services	Jacksonville Job Corps	Trade Adjustment Act (TAA)	Jobs for Veterans	Work Incentives Planning Assistance (WIPA)

CSNEFL uses the **Ready, Willing and Able Checklist** as a guide to determine which job seekers may be ready to work with a career coach and be considered for WIOA services. A fillable PDF form is used to check off progress on many factors and list next steps with comments for meeting requirements to move forward with goals and services.

Readiness Checklist:

- Has required valid work documents.
- Has access to transportation.
- Mentally and physically able to work.
- Has prior work or volunteer experience.

Willing Checklist:

- Registration in Employ Florida is complete.
- Demonstrates professional demeanor and dress while in career center.
- Working on resolving barriers (transportation, background, accommodations , etc.)
- Has completed evaluation process.
- Has researched and determined job targets.
- Is putting in good faith effort to find work.
- Is willing to accept suitable employment.
- Follows up on commitments on To Do list.
- Is punctual for meetings, workshops, and other commitments.

Able Checklist (indicates/determines eligibility and suitability for WIOA services):

- Assessments indicate career interest and suitability.
- Able to perform post-secondary work in training.
- Barriers such as transportation and childcare are resolved.
- Able to work in industry/occupation of choice.
- Able to pass background and drug screening, if applicable.
- Able to finance and commit to training, if indicated.
- Able to perform job duties with accommodations.
- Able to commit to (up to) 8 weeks of career coaching and follow up.
- Able to provide necessary documentation required for programs.