

MEMORANDUM OF UNDERSTANDING

1. PARTIES

This Memorandum of Understanding ("MOU") is entered into between the SCHOOL BOARD OF CLAY COUNTY, Clay County Adult and Community Education, collectively referred to as the "Partner" hereafter, and Clay County Sheriff's Office,

Clay County Sheriff's Office

901 North Orange Ave

Green Cove Springs, FL 32043

Clay County District Schools

900 Walnut Street

Green Cove Springs, FL 32043

This Agreement represents collaboration between the SCHOOL BOARD of CLAY COUNTY and the Clay County Sheriff's Office serving both agencies' objectives to improve their communities and promote public safety. All funds expended pursuant to this agreement will be in compliance with state and federal laws governing these funds. The specific terms and conditions of this Agreement are as follows:

2. EFFECTIVE DATE

This Memorandum of Understanding (MOU) is effective March 11, 2024, through June 30, 2024, with automatic annual renewal for three successive one-year terms, commencing on July 1, 2024. Either party retains the right to terminate this MOU with written notice, providing a minimum of thirty (30) days' notice, or due to funding limitations. The agreement can be extended for one (1) additional year, up to a maximum of three extensions, unless a termination notice is issued. Written notification of termination must be received at least 30 days prior to the effective date.

3. PROVISION OF SERVICES

Clay County Sheriff's office agrees to:

- Determine WIOA eligibility for incarcerated individuals requiring ABE/ESOL/GED services or high school graduates seeking post-secondary education or career certification.
- Collaborate with Clay County Adult and Community Education to develop a schedule for classes.
- Regularly evaluate the partnership for process improvement and success.
- Provide appropriate classroom and office space for educational staff members at no cost to the school board.
- Ensure timely data sharing with partner regarding enrollment of inmates.

Clay County Adult and Community Education agrees to:

- Provide appropriate instructional staff, curriculum materials, and equipment to meet the needs of ABE/GED/ESOL/CTE program.
- Conduct CASAS/GED/Industry Certification testing to determine program eligibility and monitor student progress
- Share information for required reports to Clay County Adult & Community Education, and governmental entities at the local, state, and federal levels.
- Provide one (1) data entry clerk to fulfill the requirements of the Synergy state reporting system.
- Maintain student records for a duration of three (3) years with accessibility granted to the Clay County Sheriff's Office.

4. Financial Provisions

- Fiscal Agency:** The Partner shall be the fiscal agent for all revenues generated through the Adult Education and Family Literacy Corrections Education Grant which are received for the purpose of Clay County Sheriff's educational component.
- Accounting:** The Partner shall account for all revenue and expenditures in the manner required by the Florida Department of Education and/or United States Department of Education. In addition, the Partner shall comply with any required FLDOE reporting requirements.
- Agreement Payables:** The Partner expenditures, in support of Clay County Sheriff's inmates enrolled in the academic and vocational tracks outlined in section 3 of this Agreement, shall not be required to exceed the awarded yearly grant amount of \$88,541 during the life of the agreement.

5. SCHOOL DISTRICT'S LIABILITY INSURANCE:

The School Board shall purchase and maintain such insurance or provide evidence of self insurance as will protect it from claims set forth below which may arise out of a result from the School District's operations under this Agreement, whether such operations by itself or by any contractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable: The School Board shall procure and maintain such insurance, or demonstrate self-insurance, to safeguard against the claims set forth below, which may arise from the School District's activities pursuant to this Agreement. Whether these operations are undertaken directly by the School District, through a contractor, or by individuals employed directly or indirectly by any of these parties, or by individuals for whose actions in which any of them may be held liable.

- Claims under workers' disability compensation, disability benefit and other employee benefit act.
- Claims for damages because of bodily injury, occupational sickness or disease of its employees.
- Claims for damages because of injury, occupational sickness or disease, or death of any person other than its employees, subject to the limits of liability required by law for each occurrence and, when applicable, by law for the annual aggregate for non-automobile hazards and as required by law for automobile hazards.
- Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit liability required by law for each occurrence for non-automobile hazards and as required by law for automobile hazards.
- The insurance shall be written for the same limits of liability currently purchased by or in force for THE

SCHOOL BOARD or as required by law.

6. RELATIONSHIP OF PARTIES:

The relationship between the Clay County Sheriff's and the School Board is that of an independent contractor. No agent or employee of the School Board, the School District or any of its subcontractors shall be or shall be deemed to be an agent or employee of the Clay County Sheriff's Office for any reason and vice versa. The School Board will be solely and entirely responsible for its acts and the acts of its agents, employees, or servants and subcontractors during the performance of this Agreement and likewise for the Clay County Sheriff's Office.

All parties hereto shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such party in refraining from doing so at any time. The failure of any party at any time to enforce its rights under such provisions strictly in accordance of the same shall not be construed as creating a custom in any way or manner contrary to specific provisions of this Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the respective parties hereto are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

7. Indemnification

Both parties are political subdivisions of the State of Florida. Notwithstanding any language in this contract to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase the scope or dollar limit of the parties' liability beyond that which is set forth in 768.28 Fla. Stat., or to otherwise waive each parties' sovereign immunity, or to require the parties to indemnify each other or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of a party or its agents and employees. The parties shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statute or other Florida law as recoverable costs of court.

8. AMENDMENTS

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

9. SIGNATURES

By their duly authorized signatures below, the parties hereby enter into this Memorandum of Understanding:

_____	_____	<i>Michelle Cook</i>	2/9/2024
Ashley Gilhousen	Date	Michelle Cook	Date
School Board of Clay County		Clay County Sheriff	
Chairperson			

JD
2/8/2024