

**MEMORANDUM OF UNDERSTANDING
BETWEEN CLAY COUNTY LITERACY COALITION
AND SCHOOL DISTRICT OF CLAY COUNTY
CENTER FOR ADULT AND COMMUNITY EDUCATION**

This Memorandum of Understanding shall commence as of the date(s) signed below by the parties, Clay County Literacy Coalition, Inc. (CCLC) and the School Board of Clay County Center for Adult and Community Education (ACE), and shall continue in force for one year from the date signed or cancelled by one or both parties as provided herein.

WHEREAS, CCLC is a non-profit corporation organized and existing under the laws of the State of Florida and in compliance with Section 501 (c) (3) of the Internal Revenue Service Code, which provides free one-on-one tutoring in reading, writing and English language skills to adults in Clay County, Florida, as well as conversational English classes, health literacy classes and preparation for citizenship classes; and

WHEREAS, ACE operates under the authority and supervision of the School Board of Clay County and offers courses in GED preparation, English as a second language and Adult Basic Education to adults in Clay County, Florida; and

WHEREAS, ACE and CCLC are both invested in and devoted to the provision of quality adult literacy instruction to persons in Clay County, Florida, including Adult Basic Education, English as a Second Language education, and preparation for obtaining a GED; and

WHEREAS, ACE and CCLC wish to memorialize the mutual agreements and understandings between them in this Memorandum of Understanding (the MOU).

IT IS THEREFORE mutually agreed and understood as follows:

1. Nothing in this MOU shall be construed to constitute a partnership or other legal entity between ACE and CCLC, nor shall it create any obligations or liabilities upon either party except as expressly agreed herein.
2. CCLC shall continue to operate its service organization, within the confines of this agreement, pursuant to its Bylaws and Articles of Incorporation and under the governance of its Board of Directors, free from any interference by ACE.
3. ACE shall continue to operate its business, within the confines of this agreement, free from any interference by CCLC.
4. CCLC shall continue to offer free tutoring services to adult students in Clay County.
5. ACE shall continue to offer GED, ABE and ESL classes to adult students.
6. Both ACE and CCLC understand that in all cases and circumstances, it will be the ultimate decision of the adult student as to whether he/she enrolls in an ACE course or pursues tutoring or classes with CCLC, or both.
7. After appropriate one-on-one tutoring, CCLC shall continue to refer its adult students to ACE once they reach an academic level where they

would be better served by, and such student elects to enroll in ACE classes. ACE shall refer students for CCLC for free tutoring.

8. CCLC shall refer all students to ACE for intake and testing purposes; ACE shall conduct all intakes for students registered with both CCLC and/or ACE.
9. ACE will request current CCLC students to be tested or retested after 20 contact hours or 20 weeks of tutoring (whichever comes first) to determine their level of progress; ACE agrees to provide retesting.
10. Written records will be kept by both parties of all adult students referred by ACE to CCLC or by CCLC to ACE.
11. CCLC must keep accurate records of its tutor's hours and its adult students' contact hours with assigned tutors.
12. ACE will provide a salaried, part-time tutor coordinator to CCLC, with the current salary being: not to exceed \$10,000 per year, including applicable benefits, paid according to SDCC pay schedule.
13. The tutor coordinator will be an employee of the SDCC but will service the CCLC and ACE through this agreed partnership.
14. Any modifications to the MOU shall be by agreement of the parties, in writing, and signed by both parties.
15. This MOU shall continue in force for one year from date of signatures or until cancelled by agreement of both parties, in writing, and signed by both parties. If either party wishes to cancel this MOU, they shall be required to give thirty (30) days written notice to the other party of their intent to cancel.
16. This MOU shall be governed by the laws of the State of Florida.
17. Each party agrees to work in good faith with the other party for what is in the best interests of the students both during the term of this MOU and after its termination.
18. Upon cancellation of this MOU, the parties agree that no form of compensation shall be owed by either party to the other, and that all obligations of this MOU will be terminated.
19. This MOU represents the full understanding between the parties, and both parties agree that there are no other obligations, agreements, or understandings between them relating to their relationship that is not specifically provided for in this MOU.

**CLAY COUNTY LITERACY
COALITION, INC.**

**CLAY COUNTY CENTER FOR ADULT
AND COMMUNITY EDUCATION**

By: _____
Dr. Douglas Greenberg, its President
548 Kingsley Avenue
Orange Park, FL 32073
904-272-5988

By: _____
Charlie VanZant, its Superintendent
900 Walnut Street
Green Cove Springs, FL 32043
904-284-6505

Dated: _____

Dated: _____