

**Memorandum of  
Understanding Brazoria  
County  
Brazosport College Adult Education and Literacy (AEL) Program**

The following Memorandum of Understanding (the Agreement) sets forth the terms of Agreement between Brazoria County and Brazosport College's Adult Education and Literacy Program.

**I. Purpose of Agreement**

It is the purpose of the Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to providing Adult Education and Literacy to the community.

**II. Duration of Agreement**

The Agreement is effective on the date of execution of the Agreement and will remain in full force until the Agreement is cancelled by either party in accordance with the terms set forth herein. The parties to this Agreement reserve the right to modify the scope, direction, structure and content of this Agreement based upon legislative changes, local board directives, availability of funding, or other circumstances as warranted and agreed upon by the parties in writing. Such changes will be reviewed five (5) business days before implementation.

**III. General Provision**

It is understood by both, Brazosport College and Brazoria County, that each party should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If, at any time, either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party should immediately provide written notice to the other party to establish a date for mutual resolution of the conflict.

**IV. Responsibilities Under this Agreement**

It is agreed to by both parties that Brazosport College's responsibilities described in the Agreement may be met by direct action, or through the activities of entities contracting with Brazosport College for that purpose. Similarly, it is agreed to by both parties that Brazoria County responsibilities described in the Agreement may be met by Brazoria County direct action or through the activities of entities contracting with Brazoria County for that purpose.

**Brazoria County will:**

1. Provide classroom space for instruction and testing.
2. Provide network connectivity for all computers and printer.

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3. Provide a hardwired phone with a phone number as part of Brazoria County Detention Center's system that will be maintained in the classroom.
4. Provide a smartboard for instruction in the classroom.
5. Provide reimbursement to Brazosport College for equipment (computers) damaged by students, outside of normal wear.
6. Secure classroom equipment when not in use by Brazosport College.
7. Provide a guard in the room during instruction and testing.
8. Recruit potential students for the Adult Education and Literacy program.
9. Provide notice to Chief Leveritt, or his designee, (979-230-3030) in the event of a lockdown.
10. Provide notice to Gracie Pequeño, or her designee, (979-230-3635), in the event of the need to cancel class.

**Brazosport College will:**

1. Provide AEL orientation at Brazoria County Detention Center site.
2. Provide registration for potential students identified by Brazoria County.
3. Provide registered students with enrollment forms and FERPA release forms, unless otherwise permitted by law.
4. Screen and assess eligibility of applicants for the AEL program.
  - a. Screening is completed by administering the TABE.
5. Provide Brazoria County approved materials, such as pens, whiteboards, dry erase markers.
  - a. Ensure all materials are collected before dismissing students.
  - b. Provide a locked cabinet to store materials.
6. Offer classes at Brazoria County Detention Center site.
7. Provide AEL instructors and aides and pay their salaries.
8. Provide instructors and students with instructional materials for the AEL class.
9. Collect program data including student demographics, student contact hours, and student pre & post test scores.
10. Input program data into TEAMS, a state-of-the-art, state-wide information management system, which reports participant outcomes and monitors program performance against performance measures.
11. Ensure Brazoria County Detention Center is approved as a GED site location.
12. Certify all proctors to administer TABE and GED.
13. Provide GED testing to students.
14. Pay for the initial and one retake of each subject for the GED exam.
15. Provide notice to Sgt. Dwight Taylor, or his designee, in the event of the need to cancel class.
16. Require any person entering the Brazoria County Detention Center under this agreement, including, but not limited to, AEL instructors and aides, to consent to a background check to be performed by the Brazoria County Sheriff's Office prior to entering the Brazoria County Detention Center. The Brazoria County Sheriff's Office shall have the sole right to deny the entry and/or presence of any person seeking to enter the Brazoria County Detention Center under this Agreement.
17. Notify the Brazoria County Sheriff's Office of any incident or behavior observed or

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discovered while providing the services described in this Agreement that relate to the security of the Brazoria County Detention Center or the safety of any person, to the extent authorized by law.

## **V. Confidentiality**

Brazosport College and Brazoria County agree to comply with all provisions regarding confidentiality that affect either party's funding streams to ensure:

- a. All individual records related to services provided under this Agreement including eligibility for services, enrollment and referrals shall be confidential and shall not be open to examination for any purposes not directly related to the delivery of such services.
- b. No person will publish or disclose, use, permit, or cause to be published, disclosed or used, any confidential information pertaining to Brazosport College and Brazoria County participants.
- c. Brazosport College and Brazoria County agree to share among the partners all participant information necessary for the provision of services under this Agreement. Such information may only be released with a signed FERPA waiver granting Brazosport College permission to share information with Brazoria County.
- d. Brazosport College and Brazoria County will follow all policies of their institutions, as well as all state and national laws related to discharging confidential information on participants.

## **VI. Non-Discrimination and Equal Opportunity**

Brazosport College and Brazoria County agree they shall not unlawfully discriminate, harass or allow harassment against any employee or applicant, or applicant for employment due to any classification protected under state or federal law.

## **VII. Accessibility**

Services will be available in a physically accessible location, taking into account, as appropriate, distance from public transportation and availability of parking. All locations where services are provided will maintain a culture of inclusiveness.

## **VIII. Amendment or Cancellation of Agreement**

The Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be cancelled by either party upon sixty (60) days written notice except

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where the cancellation is for cause, i.e. a material and significant breach of any of the provisions of this Agreement, it may be cancelled upon delivery of written notice to the other party.

**IX. Governing Law and Venue**

This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and venue for any action pursuant hereto shall be in the appropriate state or federal court in Brazoria County, Texas.

**X. Release and Waiver**

To the extent allowed by law, Brazosport College hereby agrees to release, waive, discharge, and covenant not to sue the County, or its officials, agents, employees, or representatives for any and all personal injury, death, or property damage proximately caused by an act or omission of Brazosport College and/or its officers, employees, agents, representatives, contractors, or subcontractors performed under this Agreement. This release, waiver, discharge, and covenant shall further bind any assigns, heirs, or next of kin of Brazosport College and its officers, employees, agents, representatives, contractors, or subcontractors. For clarity, this paragraph does not apply to the County's failure to fulfill any obligation under this Agreement.

The Parties expressly understand and agree that, in the execution of this Agreement and the performance of services herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

**APPROVED:**



11/08/2022

County Judge  
Brazoria County

Date



10/24/22

Dr. Vincent Solis  
President, Brazosport College

Date

September 6, 2022