

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZORIA COUNTY AND BRAZOSPORT COLLEGE REGARDING AN ADULT
EDUCATION AND LITERACY (AEL) PROGRAM**

This Amendment to the Memorandum of Understanding between Brazoria County and Brazosport College regarding an Adult Education and Literacy (AEL) Program (this “Amendment”) is entered into, to be effective upon execution by both parties (the “Effective Date”), by and between Brazoria County and Brazosport College.

WITNESSETH:

WHEREAS, Brazoria County and Brazosport College entered into that certain Agreement entitled “Memorandum of Understanding Brazoria County Brazosport College Adult Education and Literacy (AEL) Program” on or about November 8, 2022 (the “Contract”), establishing the responsibility of the parties for the provision of an Adult Education and Literacy program, as more particularly described in the Contract;

WHEREAS, Brazoria County and Brazosport College wish to modify the Contract upon and subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration to the parties hereto, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties, and for the benefit which will inure to each party from the execution of this Amendment, Brazoria County and Brazosport College hereby agree to amend and modify the Contract as follows:

1. The Contract shall read in its entirety as follows:

**“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 the Agreement between Brazoria County and Brazosport College’s Adult Education and Literacy (AEL) Program.

I. Purpose of Agreement

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

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 a writing signed by both parties. 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 will 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 due to a conflict with the party's statutory and regulatory mandates, the affected party will immediately provide written notice to the other party and the parties will promptly establish a date by which they will attempt in good faith to negotiate a 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 its own activities, or through the activities of entities contracting with Brazosport College for that purpose. Similarly, the parties agree that Brazoria County responsibilities under this Agreement may be performed through the activities of Brazoria County or through the activities of entities contracting with Brazoria County for that purpose.

Brazoria County will:

1. Conduct mandatory fingerprinting for all participants upon intake. If no fingerprints are on file, Brazoria County will gather and submit fingerprints to ICE for legal status verification.
2. Maintain legal status verification results within the individual's Brazoria County profile.
3. Restrict program eligibility to individuals with verified legal status. Persons without legal status are not eligible for AEL services.
4. Notify Brazosport College should the legal status of a student change while receiving AEL services.
5. Identify potential students for the AEL program who meet the eligibility criteria.
6. Provide classroom space for instruction and testing.
7. Provide network connectivity for all computers and printer.
8. Provide a hard-wired phone with a phone number as part of Brazoria County Detention Center's system that will be maintained in the classroom.
9. Provide a smartboard for instruction in the classroom.

10. Provide reimbursement to Brazosport College for equipment damaged by students, outside of normal wear.
11. Secure classroom equipment when not in use by Brazosport College.
12. Provide a guard in the room during instruction and testing.
13. Provide notice to Brazosport College Acting Chief of Police & Director of Campus Safety Jose Lopez, or his designee or successor, (979-230-3030) in the event of a lockdown.
14. Provide notice to Brazosport College Director of Adult Education & Literacy Dr. Gracie Pequeño, or her designee or successor, (979-230-3635), in the event of the need to cancel class.

Brazosport College will:

1. Confirm with Brazoria County Sheriff's Office that potential students have verified legal status prior to beginning enrollment.
2. Provide and pay salaries for both AEL instructors and instructional aides.
3. Provide and maintain necessary materials for both instructors and students.
4. Provide registered students with enrollment forms and Family Educational Rights and Privacy Act (FERPA) release forms, unless otherwise permitted by law.
5. Assess program eligibility by administering the Tests of Adult Basic Education (TABE) or Pre-General Education Diploma (GED) tests and ensure all proctors maintain necessary certifications.
6. Provide Brazoria County-approved materials, such as pens and whiteboards, ensuring all materials are collected in a locked cabinet before dismissing students.
7. Offer classes at the Brazoria County Detention Center site and ensure the location is approved for GED testing.
8. Collect student demographics and contact hours for input into the TEAMS information management system.
9. Certify all proctors to administer TABE and GED.
10. Provide GED testing to students and pay for the initial and one retake of each subject for the GED exam.
11. Provide notice to Sgt. Dwight Taylor, or his designee, in the event of the need to cancel class.
12. 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.
13. Notify the Brazoria County Sheriff's Office of any incident or behavior observed or discovered while providing the services described in this Agreement that reasonably 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 take reasonable steps to ensure:

- a. All individuals' records related to services provided under this Agreement, including eligibility for services, enrollment, and referrals (collectively "Confidential Information") 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 AEL Program participants except as otherwise provided in this Agreement.
- c. Brazosport College and Brazoria County agree to share among partners all participant information necessary for the provision of educational 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 disclosure of 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 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.

VIII. Amendment or Cancellation of Agreement

The Agreement may be amended or cancelled at any time in writing signed by both of the parties. The Agreement may be cancelled by either party for any reason upon sixty (60) days written notice. If 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. Notwithstanding any provision in this Agreement to the contrary, the parties acknowledge that Brazosport College's ability to fulfill its obligations under this Agreement depends on external funding. If such funding is cut off, withdrawn, or otherwise unavailable, Brazosport College may cancel this Agreement by

delivering notice to Brazoria County as soon as reasonably practicable, and this Agreement shall terminate as of the date funding is no longer available as identified in the notice.

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. Waiver

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.”

2. All of the capitalized terms used in this Amendment, unless otherwise defined herein, shall have the same meaning as assigned to such terms in the Contract.

3. The Contract is hereby ratified and confirmed by Brazoria County and Brazosport College and shall remain and continue in full force and effect and enforceable in accordance with its terms as amended and modified by this Amendment.

4. The terms and provisions set forth in this Amendment constitute the entire agreement and understanding between Brazoria County and Brazosport College with respect to the specific subject matter addressed herein, and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the Contract to the extent inconsistent with the terms and provisions of this Amendment and any prior oral or written communications between Brazoria County and Brazosport College, or their respective agents or representatives) concerning the specific subject matter hereof. All of the provisions of the Contract are incorporated herein by reference.

5. To facilitate execution, this Amendment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Amendment, (a) the signature pages taken from separate individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts and (b) a telecopy or electronic delivery [i.e., the transmission by any party of his, her or its signature on an original or any copy of this Amendment via fax machine or over the internet in electronic photostatic copy format (e.g., .pdf Adobe)] shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Amendment shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same agreement.

6. This Amendment shall be governed by the laws of the State of Texas.

7. This Amendment shall be binding upon and inure to the benefit of Brazoria County and Brazosport College and their respective successors and permitted assigns.

BRAZORIA COUNTY

By: _____
L.M. "Matt" Sebesta, Jr.
County Judge

Date: _____

BRAZOSPORT COLLEGE

By: _____
Dr. Vincent Solis
President

Date: _____