

Figure: 37 TAC §159.13(c)

696PD811M0170

STATE OF TEXAS §	<b>Division Number:</b> 360	<b>Program Name:</b> Adult and Community Education
COUNTY OF TRAVIS §	<b>Org. Code:</b> NA	<b>Legal/Funding Authority:</b> TGC 508.318 & TGC 771.001
	<b>Speed Chart:</b> NA	<b>Payee ID:</b> NA
	<b>Payee Name:</b> NA	<b>PO #:</b> NA
	<b>ISAS Contract #:</b>	

### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is a non-financial, mutual agreement between the state agencies shown below as Participating Agencies, pursuant to the authority granted and in compliance with the provisions of Texas Government Code §771.001 and §508.318.

I. PARTICIPATING AGENCIES:

Receiving Agency: TEXAS EDUCATION AGENCY

Performing Agency: THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE

II. STATEMENT OF SERVICES TO BE PERFORMED:

Pursuant to the Texas Government Code, the Texas Department of Criminal Justice (TDCJ) and the Texas Education Agency shall set forth the respective responsibilities of both agencies in implementing a continuing education program to increase the literacy of releasees.

The objective of this program is to offer releasees choices and opportunities, within the realm of educational services to remain outside of prison and achieve maximum integration in the community. The following are guiding principals to accomplish the objectives of this MOU:

- the releasee will achieve more success outside of prison if a support system is in place to promote educational growth;
- the releasee may be less likely to become a repeat offender if he/she pursues an education; and
- the releasee must be encouraged to recognize the need for increasing his/her educational level to remain in the free world and learn to function as a productive citizen.

Participation:

The Texas Department of Criminal Justice will:

- establish a continuing education system to increase literacy for releasees in the District Reentry Centers;
- establish a system whereby TDCJ will inform adult education cooperatives of the process and requirements for continued education of releasees;
- provide adult education cooperatives with assessment and educational profile information that will facilitate student placement in appropriate programs;
- coordinate with adult education cooperatives in implementing a system for identification of student needs and barriers, student referral, outreach activities and releasee's compliance with educational requirements;

- identify resources that assist adult education cooperatives in expanding services for releasees; and
- participate in training necessary to develop the capacity at the local level to access and interact effectively with adult education service providers.

The Texas Education Agency will:

- coordinate with the TDCJ to inform local parole offices of services available through the adult education cooperative system in which local school districts, junior colleges, and education service centers provide instructional programs throughout the state;
- assist TDCJ in identifying barriers to provide adult education services to released offenders;
- assist local adult education programs in developing capacity to serve the released offender population;
- coordinate with TDCJ in establishing a referral process between local parole offices and adult education cooperatives whereby releasees will be referred to adult education programs;
- assist adult education cooperatives in providing services to releasees in adult education programs on a first-come, first-serve basis and to the extent the funds and classroom space are available;
- assist local adult education cooperatives in communicating and coordinating with local parole offices on prospective students awaiting referral to education programs, availability of services, identification of financial resources, and other educational programs available for released offenders;
- coordinate with the TDCJ in the development of proof program objectives and collecting data to establish performance standards for released offenders;
- coordinate with the TDCJ in providing training to assist local parole officers with the coordination of adult education services to released offenders; and
- monitor program quality and compliance of local adult education programs serving released offenders.

III. TERM OF THE MOU:

This MOU is effective September 1, 2011 and shall terminate on August 31, 2015. This MOU may also be cancelled prior to the termination date by mutual agreement of both parties. This MOU may be considered for expansion, modification, or amended at any time during the term of the MOU upon mutual agreement of both parties.

IV. GENERAL PROVISIONS:

Attached hereto and made a part hereof by reference are the documents indicated with an "X" beside each:

General Provisions

**THE UNDERSIGNED PARTICIPATING PARTIES do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of state government, (2) the proposed arrangements serve the interest of efficient and economical administration of the state government, and (3) the services, supplies, or materials in this MOU are not required by Section 21 of Article 16 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.**

**RECEIVING AGENCY** further certifies that it has the authority to receive the above services by authority granted in: Texas Government Code §508.318 and §771.003.

**PERFORMING AGENCY** further certifies that it has authority to perform the above services by authority granted in: Texas Government Code §508.318 and §771.003.

The authorized representatives of the undersigned parties bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU will be effective on the earliest date shown in Section III.	
RECEIVING AGENCY TEXAS EDUCATION AGENCY	PERFORMING AGENCY TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Name of Agency By:	Name of Agency By:
Associate Commissioner / CFO	Chief Financial Officer
Return one copy with original signature to: Norma Barrera Texas Education Agency 1701 North Congress Avenue Austin, Texas 78701-1494	

**General Provisions**

**Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract.

**Right to Audit:** Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.