



**Agreement between
Aubrey ISD
And**



DENTON ISD Adult Education and Literacy Program

Background:

On May 18, 2013, Governor Rick Perry signed Texas Senate Bill (SB) 307, 83rd Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) from the Texas Education Agency (TEA) to Texas Workforce Commission (TWC). The Denton ISD Adult Education and Literacy program funded by the TWC aims to empower individuals through education and lifelong learning in order to acquire knowledge to succeed in the dynamics of the changing society and the workplace. The program offers FREE classes in English language, math, reading, and writing instruction to help students acquire the skills needed to succeed in the workforce, earn a high school equivalency, or enter college or career training.

I. Parties

This LOA sets forth the terms between Denton ISD Adult Education and Literacy programs hereinafter referred to as the DISD and Aubrey ISD hereinafter referred to as "Partner "

II. Agreement Period

Agreement Period means the term of the grant awarded by the TWC and effective as of August 2015- June 2016 contingent upon grant continuation and funding.

III. Partner Responsibilities:

This agreement outlines the responsibilities that each partner will have in the implementation of their respective programs as outlined by the Texas Workforce Commission (TWC) for a period of one year commencing upon being signed by both parties.

IV. Purposes

Both entities are interested in providing ESL, EL Civics, ABE and GED classes to improve the overall literacy levels in Denton and Collins Counties.

V. Responsibilities of the Parties under Agreement

In consideration of mutual aims of the parties to this agreement and in recognition of the public benefit to be derived from effective implementation of the program involved, the parties agree that their responsibilities under this agreement shall be as follows:

Denton ISD shall:

- A. Hire and station appropriate teachers and support staff
- B. Provide curriculum, supplies and instructional materials to support ESL, EL CIVICS and GED classes.
- C. Maintain student records and files
- D. Monitor classes regularly
- E. Implement distance learning where feasible
- F. Provide teachers, funds or resources for the adult education and literacy program
- G. Administer TWC required pre-testing to post-testing
- H. Provide training for adult teachers
- I. Ensure accountability through evaluation and monitoring
- J. Make available educational resources
- K. Evaluate program components to ensure compliance with TWC guidelines
- L. Supervision for the AEL program

Aubrey ISD Shall:

- A. Provide classroom for instructional and administrative purposes at its location.
- B. Recruit residents in need of ESL, EL Civics, ABE or GED Instruction
- C. Promote referral of individuals to participate in Adult Education and Literacy program.

VI. General provisions:

- A. This is a non-financial agreement. The parties to this agreement assume full responsibility for their respective costs associated with performance of the terms of this agreement. In no event DISD agrees to pay or reimburse any expenses incurred under this agreement.
- B. It is understood by the parties that each shall fulfill its responsibilities under this agreement in accordance with the provisions of the law.
- C. The Agreement may be amended at any time in writing and by mutual consent of the parties.

VII. Terms of Agreement

Both parties reserve the mutual right to terminate this LOA through written notice given within (60) days prior to the termination date.

VIII. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws or principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial in Denton County, Texas. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of Texas in any manner to be submitted to any such court pursuant hereto.

IX. Commencement and Terms.

Notwithstanding the term set out in the Agreement, in compliance with the provisions of Texas State Law and applicable regulations and opinions, this Agreement will be valid and shall cover services during the period August 2015- June 2016. However, the District retains the continued right to terminate this Agreement if the District does not secure grant funds to cover the terms of this agreement. In compliance with the provisions of Texas State Law and applicable regulations and opinions, this Agreement will be valid for a period of one year and may be renewed automatically from year to year without the necessity of annual re-execution by the parties subject to the conditions hereafter stated. The District will use its best efforts to obtain and appropriate funds each year for the payment of this contract. However, the District retains the continued right to terminate this agreement if it is unable to fund this agreement out of current revenues


Aubrey ISD and the Denton ISD Adult Education Program agree to be collaborators in the Adult Education and Literacy Program, which will provide Adult Education and Literacy program for qualified adults living in the community. This project will begin in August 2015 and end in June 2016.

The parties understand that changes in the program/funding may occur with the recommendations of the Texas Workforce Commission.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

By: _____
Date: _____

Deborah Sanders, Superintendent
Aubrey ISD

By: 
Date: 8-13-2015

Dr. David Gerabagi, Director
Adult Education and Literacy