XXXX SCHOOL DISTRICT ADULT EDUCATION

Memorandum of Understanding
Between
XXXX Adult Education Program and XXXX
2014-2015

Subject: XXXX School District Adult Education Program contracts with XXXX for XXXX (specific defined) education services.

XXXX School District Adult Education program will contract with XXXX to provide academic instruction for XXXX Adult Education identified adult education students. This MOU delineates the agreed upon responsibilities and services that each partnering agency will provide for the delivery of adult education services to XXXX Adult Education qualified XXXX (define type of students e.g. ESL 1-4, ABE 1-4 etc.) individuals who desire to receive adult education services through the XXXX Adult Education program.
This MOU will be reviewed annually by the XXXX Adult Education program director and the XXXX director.

Inconsistencies between current practices and MOU statements, or future modifications to this MOU, will be addressed and mutually resolved/agreed upon by both parties.

XXXX Adult Education program and XXXX are both responsible for Federal and State adult education compliance requirements. All adult education records shall be transparent and available to both parties and to the Utah State Office of Education – Adult Education Section.

The Roles and Responsibilities of the XXX School District Adult Education Program:
XXXX Adult Education program agrees to:

- Being responsible for fiscal oversight of all adult education funds awarded to the XXXX Adult Education Program.
- As necessary, contract with XXXX to provide XXXX instruction to XXXX (EFL) qualified students.
- Provide academic assessment information to XXXX staff in order for XXXX to formulate an appropriate educational instructional plan for qualified students.
- Post-test identified students after 50 hours of instruction to determine level gain progression.
- Provide a quiet location at the XXXX adult education program location for XXXX (type) XXXX services.
- Create an instructional site within UTopia known as “XXXX” for the sole purpose of recording classes and contact hours for identified qualified students.
- Enter and maintain all student data for students instructed by XXXX (XXXX type of staff – volunteers, paid tutors etc.).
- Annually, by July 30th, pay XXXX the flat amount of $xxx for delivered academic instructional contact hours generated from the previous program year that ended on June 30th. The agreed upon amount must be defined annually in the XXXX Adult Education State plan (section C – Purchased Services). Defined XXXX services must be included as part of the XXXX Adult Education State Plan program narrative.

The Roles and Responsibilities of XXXX:
XXXX agrees to:

- Provide basic XXXX (type of service – e.g. literacy ESL etc.) instruction at the XXXX adult education program location to identified/qualified XXXX (EFL) level students.
- Arrange for XXXX (type of staff) (age 18 and older) to provide XXXX (type of service) instruction 1:1 with XXXX (EFL) identified/qualified XXXX Adult Education program students for a minimum of 6 hours weekly in compliance with the USOE defined intensity and duration program standard.
- Provide direct staff supervision of XXXX (type of staff) at a minimum of one time weekly at the XXXX adult education program location.
- Provide all necessary teaching materials.
- Provide XXXX Adult Education program staff with instructional contact hour documentation at a minimum of bi-weekly for entry into UTopia "XXXX".

It is further agreed that:

- This Memorandum of Understanding shall be effective XXXX, 2014, and shall remain in effect until terminated by either party giving written notice of termination to the other party at least sixty calendar days in advance of the effective date of termination.
- This Memorandum of Understanding may be supplemented, amended, or modified by written agreement of both parties. If supplemented, amended, or modified a new copy will be submitted to the USOE – Adult Education Section in support of evidence of a current MOU.
- The ability of the parties to fulfill their contractual obligations is contingent upon available funding. In the event that such funds are not available, or are insufficient to carry out the purposes of this agreement, each party agrees to release the other party from the obligations hereunder.
- The parties will review this MOU annually, by June 15th and determine if any modifications are needed.
- This MOU may be altered or changed at any time based on federal or state requirements and agreement by both parties.

_____ _____
XXXX, XXXX Superintendent Date

_____ _____
XXXXX, XXXX (program) Date
Executive Director

Reviewed and approved by:

_____ _____
XXXX, XXXX Adult Education Date
Program Director

_____ _____
XXXXX, XXXXX Date
Project Manager