

**Memorandum of Understanding
Between
Lower Rio Grande Valley Workforce Development Board
And
Region One Education Service Center**

Lower Rio Grande Valley Workforce Development Board dba Workforce Solutions (hereinafter the "Board") and Region One Education Services Center (hereinafter "Region One") enter into this agreement. This document, together with the documents attached and/or incorporated by specific reference, including, the agreement constitutes the entire agreement between the parties, and is hereinafter referred to as the "Agreement."

TERM OF AGREEMENT

The period for performance of this Agreement shall commence January 1, 2019 and shall terminate December 31, 2021 unless terminated earlier pursuant to the terms of Section 9.

ACKNOWLEDEMENTS

The Board and Region One hereby acknowledge their understanding that this Agreement constitutes responsibilities by the Board and Region One.

All oral or written agreement between the parties relating to the subject matter of this agreement that were made before the execution of the Agreement have been reduced to writing and are contained herein.

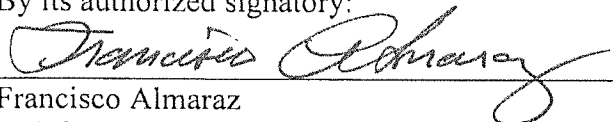
This Agreement shall not be binding until expressly signed by the Chief Executive Officer of the Board and the Executive Director of Region One.

SIGNATORIES

The person signing the Agreement hereby warrants that he or she has been fully authorized on behalf of the Board to execute this Agreement.

Lower Rio Grande Valley Workforce Development Board

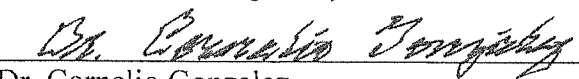
By its authorized signatory:



Francisco Almaraz
Chief Executive Officer

Region One Education Service Center

By its authorized signatory:



Dr. Cornelio Gonzalez

TERMS AND CONDITIONS

SECTION 1 – LEGAL AUTHORITY

Texas Labor Code §302.021 and §302.062 sets forth the job training, employment, and employment-related educational programs and functions consolidated under TWC's authority. Texas Government Code §2308.304 and §2308.312 defines Boards' responsibility to develop, implement, and modify a plan for convening all relevant programs, identified as Workforce Solutions Office required-partner programs.

The Lower Rio Grande Valley Workforce Development Board (Board) d.b.a Workforce Solutions (WFS) and Region One Education Service Center (Region One ESC) are statutory workforce service providers and partners with regard to provisions of Adult Education and Literacy services in the Texas Workforce System with in the local workforce Development area.

SECTION 2 – PURPOSE

This agreement sets the Board and Region One's strategic vision to support regional economic growth and economic self-sufficiency by preparing an educated and skilled workforce and supports the goals relating described in WIOA §116(b)(2)(A) and as a statutory partner under WIOA§193(a)(3).

The Agreement establishes with Region One the terms for the implementation and provision of an Adult Education Literacy (AEL) program delivery system that provides AEL services on a coordinated basis within each Workforce Solutions Center and a service delivery strategy that includes provision of AEL services to eligible AEL students with comprehensive and locally responsive services, expand, improve, and coordinate delivery of education, career training, workforce development, and support services.

As the AEL provider within the Lower Rio Workforce Development Area (WDA) Region One is part of the Workforce System's Network of Eligible Workforce Partners. Region One provides services through a large network of sites located throughout the WDA. As an Eligible Workforce Partner, AEL services will be made accessible at all Workforce Solutions Centers through Direct Linkage to Region One services.

2.1 Description of Services:

The Board is responsible for the planning, evaluation and oversight of Workforce Training Services described in WIOA §134(c)(3)(D), including the following:

- 2.1.1 occupational skills training, including training for nontraditional employment;
- 2.1.2 on-the-job-training;
- 2.1.3 incumbent worker training;
- 2.1.4 programs that combine workplace training with related instruction, which may include cooperative education programs;
- 2.1.5 training programs operated by the private sector;
- 2.1.6 skill upgrading and retraining;
- 2.1.7 entrepreneurial training;
- 2.1.8 transitional jobs;

- 2.1.9 job readiness training provided in combination with training services customized training conducted with a commitment by an employer or group of employer to employ an individual upon successful completion of the training.

The board procures a contractor for direct delivery of Workforce Training Services through its Workforce Solutions Centers.

Region One AEL provides adults with sufficient basic education that enables them to effectively:

- acquire the basic educational skills necessary for literate functioning;
- participate in job training and retraining programs;
- obtain and retain employment; and
- continue their education to at least the level of completion of secondary school.

Region One AEL provides adult education—Basic and secondary instruction and services for adults.

Adult basic education (ABE)—Instruction in reading, writing, and speaking and comprehending English, and solving quantitative problems, including functional context, designed for adults who:

- have minimal competence in reading, writing, and solving quantitative problems;
- are not sufficiently competent to speak, read, or write the English language; or
- are not sufficiently competent to meet the requirements of adult life in the United States, including employment commensurate with adult's real ability.

Adult secondary education (ASE) –Comprehensive secondary instruction below the college credit level in reading, writing, and literature, mathematics, science, and social studies, including functional context, and instruction for adults who do not have a high school diploma or its equivalent.

English literacy education (EL) – Instruction designed to help adults with limited English proficiency achieve competence in the English language.

2.2 Coordination of Services:

The Board, Workforce Solutions Center staff, and Region One participate in the Workforce System Workgroup to align services and outcomes. Coordination of services includes identification of opportunities and strategies, improvement of delivery of services and achievement of outcomes.

Coordination includes the following services:

- 2.2.1 Customer Referrals;
- 2.2.2 Programs and Services;
- 2.2.3 Resources;
- 2.2.4 Media Outreach;
- 2.2.5 Social Media Platforms;
- 2.2.6 Increasing Access through Partnerships;
- 2.2.7 On-Line Service Lists;

2.2.8 Connection to job opportunities;

Coordination of services is also applicable to ensuring access to individuals with barriers in accessing services, inclusive of:

- 2.2.9 Individuals with disabilities;
- 2.2.10 Lower education attainment;
- 2.2.11 English Second Language customers;
- 2.2.12 Rural customers

Coordination of services includes services provided through affiliate AEL sites to expand program services to other locations and market service offerings to AEL students.

Coordination of services will also include cross-program staff training to increase staff knowledge and capacity.

2.3 Referral Method:

The Board and Region One AEL services will be coordinated through an electronic referral system that is customized in order to ensure a level of consistency across core partner agencies.

- 2.3.1 The standardized electronic forms align services across programs and allows Region One and Workforce Solutions staff to work from the same basic customer information. This format will allow co-enrollment opportunities amongst programs to address the customer's needs.
- 2.3.2 The online standardized Customer Referral Form allows for inter-agency referral of customers. Referrals submitted online will receive a notification email.
- 2.3.3 Referrals shall include an assessment of customer barrier(s) that may limit access to services.
- 2.3.4 Identified barriers will be addressed by through mutually agreed actions to address the barrier(s).
- 2.3.5 Dependent on barrier, the customer may be provided with:
 - 2.3.5.1 Referral to an AEL site closest to the customer's residence to;
 - 2.3.5.2 Provide supportive services for public transportation costs;
 - 2.3.5.3 Provision of AEL services using assistive technology or alternate methods of instruction delivery
- 2.3.6 Distance Learning
- 2.3.7 Referral to Texas Workforce Vocational and Rehabilitative services
- 2.3.8 Referral to network of partners
- 2.3.9 Workforce Solutions Centers are equipped with and make available assistive technology to ensure individuals with the disabilities are able to access workforce services.

SECTION 3 – BOARD RESPONSIBILITIES

The board agrees to:

- 3.1 Designate staff to coordinate the continuous planning and integration of AEL services within the Texas Workforce System.
- 3.2 Maintain and update the electronic referral system as needed.
- 3.3 Identify Workforce Solutions Center staff responsible for coordination of AEL services

- 3.4 Lead the continuation of the Workforce System Workgroup through regular meetings
- 3.5 Develop systems for the reporting, compilation and sharing of Workforce and AEL service to consult with Region One when changes in staffing and or locations impact levels or types of services.
- 3.6 Upon request provide use of workforce center space for Region One AEL events
- 3.7 Consult with Region One when changes in Workforce Solutions Center staffing may impact AEL coordination

SECTION 4 – REGION ONE RESPONSIBILITIES

Region One agrees to:

- 3.8 Designate staff to coordinate the continues planning and integration of Workforce Systems Services
- 3.9 Maintain and update the electronic referral system as needed
- 3.10 Identify Region One staff responsible for coordination of AEL services
- 3.11 Participate in the Workforce System Workgroup through attendance at regular meeting
- 3.12 Participate in the development of systems for the reporting, compilation and sharing Workforce and AEL services
- 3.13 Consult with the Board when changes in staffing and or locations impact levels or types of AEL services.

SECTION 5 – SHARED RESPONSIBILITIES

The Board and Region One agree to:

- 5.1 Fully utilize the online referral system to connect customers to employment, education, training, and support services
- 5.2 Periodically review the system to ensure customers receive seamless services among Workforce services and Region One
- 5.3 Adhere to Information System Security features of the Online Customer Referral Form
- 5.4 Comply with Personal Identifiable Information of the Online Customer Referral Form
- 5.5 Comply with complaint/grievance procedures as contained in either the Board's, Workforce Solutions Center's, or Region One's funding/program requirement policies as applicable. The customer will be provided with or directed where to access complaint/grievance procedures. A determination as to which entity a customer may file complaint/grievance is dependent on which service the customer was receiving and which entity was providing the service at the time of the complaint/grievance occurrence.
- 5.6 Comply with the "Interim Infrastructure Cost Plan" Attachment A

SECTION 6 – NONDISCRIMINATION AND EQUAL OPPORTUNITY

The Board and Region One will comply with provisions of the following laws in the delivery of workforce and AEL services:

- 6.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
- 6.2 Section 504 of the Rehabilitation Act of 1973, as amended;
- 6.3 Title IX of the Education Amendments of 1972, as amended;
- 6.4 Age Discrimination Act of 1975, as amended;
- 6.5 Americans with Disabilities Act of 2008, as amended;
- 6.6 Nontraditional Employment for Women Act of 1991, as amended

SECTION 7 – CHANGES AND AMENDMENTS

Except as specifically provided by this Agreement, alterations, additions, or deletions to the terms of this Agreement shall be modified in writing and executed by both parties.

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or by regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

SECTION 8 – TERMINATION

The Board and Region One reserve the right to terminate the agreement at any time for convenience, in whole or in part, by providing ninety (90) calendar days advance written notice (delivered by certified mail, return receipt requested) of intent to terminate. Notice shall be delivered to the signatory authority.

ATTACHMENT A

INFRASTRUCTURE FUNDING AGREEMENT PLAN FOR DIRECT LINKAGE BETWEEN LOWER RIO WORKFORCE DEVELOPMENT BOARD AND REGION ONE EDUCATIONAL SERVICE CENTER

The following Infrastructure Funding Agreement Plan (IFAP) is made and entered into between the Lower Rio Grande Valley Workforce Development Board (Board) d.b.a. Workforce Solutions (WFS), and Region One Education Service Center (Region One). The parties hereto have severally and collectively agreed to and by execution hereof are bound to the responsibilities, and obligations hereinafter described.

SECTION 1- PURPOSE

The purpose of this IFAP is to provide Region One with "Direct Linkage" in the Workforce Solutions Centers as follows: Edinburg Center located at 2719 W. University Drive, Edinburg, Texas to perform the activities described in the Memorandum of Understanding between Region One and the Board.

SECTION 2 – AGREEMENT PERIOD AND CONDITIONS

This IFAP is effective January 1, 2019 and shall terminate December 31, 2019 with the option to extend for two (2) additional one (1) year terms unless terminated at an earlier date pursuant to the terms of this IFAP.

The IFAP will be reviewed at least once a year at time of renewal and changes to the IFAP will be made accordingly as a result of review. Substantial changes include changes in the Board's or Region One signatory officials, or infrastructure funding availability. The IFAP will be reviewed by both parties either in person or remotely with revisions discussed and agreed to by both parties prior to the renewal of agreement.

A cancellation of this IFAP can be made by either party upon thirty (30) days prior written notice to the other party, except where the termination is for cause such as breach of provisions of the IFAP. All terms and conditions of the original IFAP shall apply to the extended terms or if determined by the Board in accordance with Section 3.

SECTION 3 – INFRASTRUCTURE FUNDING METHODOLOGY

The infrastructure funding for the IFAP will be based on and agreed to between Workforce Solutions and Region One as follows:

- 3.1 Infrastructure funding for the IFAP shall be reviewed against actual costs incurred by Workforce Solutions and adjusted accordingly in renewal agreement as agreed to by both parties.
- 3.2 Infrastructure funding shall be based on the average of the eligible population provided with core services and identified for referral to Region One AEL services.
- 3.3 For purposes of determining Region One's share of infrastructure funding costs the following will be reviewed and applied:
 - 3.3.1 Core Services square footage area of the Edinburg Workforce Solutions Center

- 3.3.2 Average Monthly Number of customers requesting or identified in need of AEL services
- 3.3.3 Number of referrals to Region One AEL services via the electronic referral system
- 3.3.4 Information Technology Costs related to maintenance of electronic referral system for Region One AEL services
- 3.3.5 Determined costs may be covered using resources including, but not limited to, the provision of goods and services, full-time equivalent staff positions, and in-kind contributions.

SECTION 4 – NOTICES/POINT OF CONTACT

Notices concerning proposed termination and/or proposed amendments or any concerns regarding this IFAP shall be in writing and addressed to:

Board: Mr. Francisco Almaraz
Chief Executive Officer
3101 West Business 83
McAllen, TX 78501
(956) 928-5000
(956) 664-8987 (fax)

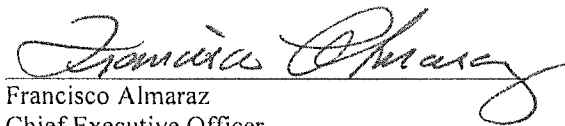
Region One : Dr. Cornelio Gonzalez
Executive Director
1900 W. Schunior
Edinburg, Texas 78541
(956) 984-6000
(956) 984-7655 (fax)

SECTION 5 – APPROVAL

This IFAP contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or indirectly) any representations not specifically set forth herein. The parties hereto represent and warrant to each other that it has the authority to enter into this IFAP. Further, the execution and performance of this IFAP by the Board and Region One have been duly authorized by all necessary laws, regulations or actions, and this IFAP constitutes the valid and enforceable obligations of the Board and Region One in accordance with its terms.

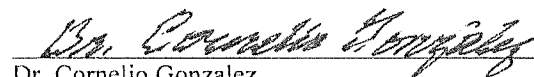
APPROVAL BY:

Lower Rio Grande Valley Workforce Development Board dba Workforce Solutions


Francisco Almaraz
Chief Executive Officer

APPROVAL BY:

Region One Education Service Center


Dr. Cornelio Gonzalez
Executive Director



Cornelio Gonzalez, Ph.D.
Executive Director

Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 ♦ Ph (956) 984-6000 ♦ Fax (956) 984-7655

Technology Utilization & Maintenance Fees

Location	Technology Use Fees
Region One Education Service Center (Transition facilitator/Career Navigator	\$1,445.55
Technology utilization costs for maintenance	\$2,891.10
Total	\$4,336.65

Maria C. Gonzalez
Adult Education Administrator