



Memorandum of Understanding

Region One Education Service Center

Adult Education Department

I. PURPOSE AND OBJECTIVES

This Memorandum of Understanding (MOU) establishes a formal partnership between Region One Education Service Center, hereinafter referred to as “Region One ESC”, a nonprofit 501(c)(3) organization, and the Speer Memorial Library, a nonprofit organization hereinafter referred to as “SML”.

The purpose of this partnership is to develop and implement a comprehensive adult education and literacy program for eligible participants under the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act (WIOA). All eligibility and reporting requirements must be met for students to be counted towards the Region One ESC Adult Education and Literacy (AEL) program performance. The eligibility requirements have been updated to ensure Region One ESC's AEL Program operates in compliance with Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), (as defined in 8 U.S.C. § 1641 and as clarified by the U.S. Department of Education’s Notice of Interpretation, 90 Fed. Reg. 45321 (July 11, 2025)) Public Law 104-193 and Executive Order 14218 (Ending Taxpayer Subsidization of Open Borders) by verifying participant eligibility for federally funded adult education services. Our eligibility requirements are subject to change based on new federal rules and regulations, TWC guidance, and/or our Region One ESC program needs.

II. SCOPE OF SERVICES

This partnership may include academic instruction in areas such as, but not limited to, English as a Second Language, high school equivalency/GED preparation, Integrated Education & Training, Workplace Literacy, digital literacy, and other related Adult Education and Literacy (AEL) services designed to support the personal and professional growth of adults.

Region One ESC Adult Education Program Eligibility Criteria:

- Must be a U.S. Citizen, U.S. Non-Citizen National, or Qualified Alien;
- Must present a Photo ID;
- Must reside in the Hidalgo, Starr, and Willacy counties;
- Must be at least 16 years of Age;
(16-18 years-olds who have not attained a high school diploma, or its equivalent must provide proof that they are exempt from the requirements of compulsory school attendance (Texas Education Code (TEC) §25.086));
- Must be authorized to work in the United States;
- If employed, must present wage documentation; and
- Must demonstrate proof of basic-skills deficiency or English language deficiency in the form of an assessment administered in accordance with TWC-approved assessment policies, or lack of a high school diploma or its recognized equivalent.

All eligibility determinations shall be made in accordance with Region One ESC's approved verification procedures. Partners must follow these procedures exactly and maintain supporting documentation for each participant, which will be subject to audit. Region One ESC will promptly provide updated procedures if TWC or federal guidance changes during the program year.

III. ROLES AND RESPONSIBILITIES

Region One Education Service Center will:

- **Educational Programming**

Design and deliver a curriculum that meets the academic and vocational needs of eligible participants, aligned with the Texas Workforce Commission (TWC) Adult Education and Literacy (AEL) content standards. The curriculum will be designed to support participants in achieving measurable skill gains (MSGs) and will incorporate both academic and workforce readiness components as required under the TWC AEL guidelines.

- **Funding for Eligible and Non-Eligible Students**

Ensure fiscal accountability by utilizing WIOA Title II funding exclusively for students eligible for AEL services. Students who are not eligible for AEL services under WIOA Title II funding must be fully funded by the [Partner Name], and no AEFLA funds may be used in any manner to serve such ineligible students, including for staff time, instructional materials, facility costs, or other resources.

- **Qualified Instructional and Administrative Personnel**

Ensure instructor qualifications meet AEL program requirements and provide qualified administrative staff to deliver a well-structured adult education and literacy program.

The Region One ESC AEL program will have complete oversight of the instructional staff, whether they are serving only eligible students or a mix of eligible and ineligible students. AEL administrative personnel will periodically visit classes where AEL services are provided to ensure adherence to AEL requirements and maintain quality assurance standards.

- **Staff Training and Professional Development**

Provide ongoing professional development to ensure that all instructional staff meet the AEL program's professional development requirements.

- **Instructional Materials and Supplies**

Provide the necessary instructional materials and course-related supplies, tailored to meet the curriculum requirements and support effective program delivery. **Exhibit A** will specify the resources each party will contribute.

- **Assessment and Reporting**

Provide and administer TWC AEL Approved Pre- and Post-Tests (NRS-Approved or Alternative Placement) to determine participants' academic functional levels upon entry, track progress, and tailor instructional approaches to individual learning needs. Also, conduct a variety of formal and informal assessments and ongoing practice exams, to monitor student progress, and measure skill gains.

- **Attendance Reporting**

Maintain and submit daily attendance records to TWC to ensure accurate tracking of direct face-to-face

and proxy instructional hours. These records will be used to monitor participation, assess program engagement, and ensure compliance with TWC program requirements.

- **Withdrawals and Review Process**

Agree to withdraw any student, employee, or agent of Region One ESC from their assignment to the SML facility following consultation with all parties involved, in the event of any violations. Determinations regarding whether a student, employee, or agent of Region One ESC has violated rules and regulations, disclosed information that is confidential by law, or engaged in inappropriate conduct with students or staff shall be made by mutual agreement between both parties.

- **Confidentiality, Privacy, and Security Compliance**

Agrees to safeguard and adhere to all confidentiality, privacy, and security requirements under this Agreement and applicable federal, state, and local regulations for all confidential information, including those specified in the Texas Workforce Commission (TWC) Adult Education and Literacy (AEL) program guidelines. The release of information will comply with the Texas Public Information Act (PIA) (Chapter 552 of the Texas Government Code) or as otherwise required by law. Region One ESC shall also comply with the Health Insurance Portability and Accountability Act (HIPAA), the Texas Medical Records Privacy Act (TMRPA), and related statutes, rules, and regulations during the performance of services.

Provide information requested by SML regarding the students or employees participating in the Region One ESC AEL Program, unless prohibited by law. Region One ESC shall ensure that any information obtained during the course of services under this Agreement is maintained securely and confidentially and will retain records according to the Texas State Library Archives Commission retention schedule or other applicable laws, whichever is longer.

Students and Region One ESC employees and agents participating in the Program must comply with SML rules and regulations while on premises. They must also adhere to federal and state confidentiality laws and regulations regarding information maintained by SML, including confidentiality requirements under the Texas Workforce Commission Adult Education and Literacy program, and refrain from disclosing privileged or confidential communications unless authorized by law.

SPEER MEMORIAL LIBRARY will:

- **Suitable Facilities**

Provide a designated space for information, registration, and testing sessions that offers a conducive environment for individuals to receive the essential program information and complete the required pre-program assessments, including eligibility testing.

Provide appropriate, secure, and equipped classroom spaces within the center to facilitate effective learning. Classroom spaces should support an environment conducive to education, including the necessary furniture, lighting, and access to necessary technology and computer resources.

Provide access to reliable internet services as deemed necessary for the program.

Ensure fire escape routes and “In case of emergency DIAL 911” signs are posted on the wall and are visible by students in the classroom.

Exhibit A will specify the specific facilities that will be used for the delivery of program services.

- **Operational Support and Security**

Ensure that the educational environment remains safe and conducive to learning, coordinating with security and administrative staff to maintain an atmosphere that promotes focus and engagement.

Communicate with the local police department or school district police department to arrange patrol rounds during the day and evening classes, as their schedule can accommodate.

- **Program Accessibility**

Make the ESL and/or HSE program available to adult learners both within and outside the respective service area. If the program is hosted at a school system facility, adult learners are not required to reside or be zoned to that system to attend the adult classes provided by Region One ESC.

If the services are being provided as part of a Workplace Literacy program, they will be exclusively available to the employees of the participating company.

Joint Responsibilities:

- **Planning and Implementation**

Both parties will work together to plan and implement the desired adult education program service(s).

- **Development and Coordination of Schedules**

Collaborate to establish and implement class schedules that align with SML operations and the preferred schedule for participating students. This coordination maximizes accessibility and ensures that classes are offered at times that best support student participation and success.

- **Advertisement and Recruitment**

Both parties will work together to develop and implement effective advertising and recruitment strategies to attract eligible participants to the program. This will include the creation of promotional materials, outreach efforts, and community engagement activities, ensuring that all marketing strategies reach the target audience effectively.

- **Lines of Communication**

Maintain open lines of communication to address any logistical, security, or scheduling concerns promptly. A designated point of contact from each party will oversee the execution of agreed-upon activities and protocols. **Exhibit A** will specify the point of contact for each party.

- **Enrollment and Program Performance Tracking Systems**

The Region One ESC will implement clear systems to track class attendance and program performance data for eligible students, while SML will be responsible for establishing their own tracking systems for non-eligible students. (Note: AEL classes may include a mixed population of students, with some eligible for AEL services under WIOA Title II funding and others not eligible. However, the inclusion of non-eligible students will impact the tracking and reporting to the Texas Workforce Commission (TWC)).

- **Evaluation and Continuous Improvement**

Both parties will support program evaluations and collecting of feedback from students and staff to identify strengths and areas for enhancement. This commitment to improvement ensures the program continues to meet the educational goals of all participants.

IV. DATA SHARING AND CONFIDENTIALITY

Both parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) and other relevant federal and state privacy laws when handling student information. Data sharing will be restricted solely to what is necessary for educational and rehabilitative purposes, ensuring confidentiality and the security of all participant records.

- **Family Educational Rights and Privacy Act (FERPA)**

This federal law protects the privacy of student education records and applies to all educational institutions receiving federal funding. Under FERPA, personally identifiable information (PII) from education records cannot be disclosed without the consent of the student or parent, except under specific, legally defined circumstances. AEL programs are required to comply with FERPA to safeguard student information and limit data access only to authorized personnel.

- **Workforce Innovation and Opportunity Act (WIOA) Regulations**

WIOA emphasizes the protection of PII collected during program administration. According to 20 CFR § 677.175, entities administering WIOA programs must implement policies and procedures to protect the confidentiality and integrity of PII and other sensitive information. This includes limiting access to data, using secure systems for data storage and transmission, and ensuring that all handling of data complies with federal and state data protection standards.

Both parties agree to work within the framework of the Adult Education and Literacy (AEL) contracted performance measures as follows:

- **Participant Enrollment Targets**

Region One ESC will work closely with the SML administrators to identify and enroll eligible participants upon intake to meet the mutually established enrollment goals.

- **Measurable Skill Gains (MSGs)**

MSGs will focus on foundational academic skills, vocational training, and essential life skills that support personal and career development in alignment with Texas Workforce Commission (TWC) Adult Education and Literacy (AEL) grant objectives.

Measurable Skill Gains will be assessed at key milestones, most commonly at the completion of set number of instructional hours or for Workplace Literacy programs, upon completion of the established milestones. These assessments will use a combination of standardized tests, performance evaluations, and progress reports from instructors or employers, depending on the service provided. The frequency and methods of assessments will adhere to TWC AEL guidelines to ensure accurate tracking and documentation of participant progress.

For Workplace Literacy program services offered to an identified employer, the MSG gain for each employee will be documented through a satisfactory or better progress report from the employer or training provider. Progress reports may include:

- training reports on milestones completed as the individual masters the required skills, such as:
 - specific occupational competencies, or
 - attainment of specific basic skill learning objectives
- steps to complete an OJT or apprenticeship program,
- increases in pay resulting from newly acquired skills or increased performance as documented by the employer

- **Exit-Based Outcomes**

Region One ESC and the SML will aim to support continued education or workforce engagement for program participants that exit the program. Specific exit-based measures include:

- **Employed/Enrolled Q2 Post-exit:** Tracking continued education or employment in the second quarter after program exit.
- **Employed/Enrolled Q2–4 Post-exit:** Monitoring sustained education or employment from the second to fourth quarters post-exit.
- **Credential Rate:** Emphasizing credential attainment, such as high school equivalency or industry-based certifications.

- **Employment-Based WIOA Federal Performance Measures:**

- **Effectiveness in Serving Employers:** By providing vocational and work-ready skills, the program prepares participants for future employment, helping meet local workforce needs.
- **Employed Q2 and Q4 Post-Exit:** Employment outcomes in the second and fourth quarters post-exit will be tracked through partnerships with workforce agencies, helping participants enter the job market.
- **Median Earnings Q2 Post-exit:** Efforts will be made to collect data on median earnings for employed participants in collaboration with workforce agencies.

By following these regulations and guidelines, the Texas Workforce Commission (TWC) Adult Education and Literacy (AEL) program ensures the protection of personal identifying information, thereby maintaining the privacy and security of individuals participating in adult education and literacy services. These practices reinforce the commitment of both parties to safeguarding all shared data, using it exclusively for program evaluation, improvement, and meeting FERPA, state, and federal confidentiality standards.

V. PERFORMANCE METRICS AND EVALUATION

Performance indicators will be established to monitor student progress, program participation, and outcomes, helping both parties evaluate the effectiveness of the partnership and adjust as needed.

VI. DURATION AND TERMINATION

The term of this agreement will commence on **July 1, 2025**, and end on **June 30, 2026**, with provisions for automatic annual renewals, subject to mutual agreement. The renewal periods will align with the grant period, starting on July 1st and ending on June 30th.

Either party may terminate the MOU with 30 days' written notice, subject to the terms outlined in the termination clause.

VII. LEGAL AND COMPLIANCE CONSIDERATIONS

Both parties agree to comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

The parties to this agreement shall: Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The American Disabilities Act of 1990 (P.L. 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no person shall, on the grounds of race, color, national origin, sex, age, disability, political, or religious beliefs be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination and the Texas Revised Civil Statutes Article 4419b-4, Section 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the actions of the other party. The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability to which either party otherwise may be entitled, nor will it be so construed.

VIII. DISPUTE RESOLUTION

Any disputes arising under this MOU will be addressed through designated resolution mechanisms, ensuring that issues are resolved in a manner that supports the partnership's objectives and maintains the continuity of services for juveniles.

IX. TERMINATION OF MEMORANDUM OF UNDERSTANDING

During the term of this Agreement, if either party becomes unable or fails to satisfactorily provide the services under this Agreement or decides to terminate for no cause, the Agreement may be terminated by either party with a thirty (30) day written notice.

The validity of this agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed this [23] of [September 2025].

Updated: 08.14.25

SPEER MEMORIAL LIBRARY

801 E. 12 STREET
MISSION, TX. 78572

Region One Education Service Center

1900 W. Schunior St.,
Edinburg, TX 78541

YENNI ESPINOZA, Library Director
Speer Memorial Library

Dr. Daniel P. King, Executive Director
Region One Education Service Center

EXHIBIT A

Program Service(s): HSE (GED) and/or ESL

| | | | |
|-----------------------------|------------------------------|-------------------------|---------------------------|
| Facility to be Used: | [List facilities to be used] | Dates Available: | [Month/Year – Month/Year] |
| Facility to be Used: | [List facilities to be used] | Dates Available: | [Month/Year – Month/Year] |
| Facility to be Used: | [List facilities to be used] | Dates Available: | [Month/Year – Month/Year] |

Program Contacts

| | |
|--|---------------------------------|
| Region One ESC Administrator Contact: | Yoelia Y. Nava |
| Region One ESC Program Supervisor: | TBD |
| Region One ESC Program Contact #: | (956) 984-6270 |
| Partner Primary Contact and Title: | Angela Chapa, Library Assistant |
| Partner Program Contact #: | 956-580-8750 |

Program Funding Responsibilities

| | |
|---|--|
| Eligibility Testing Materials: | Region One ESC AEL Grant for all interested students |
| Adult Education and Literacy Instructors: | Region One ESC AEL Grant for all enrolled students |
| Testing Materials and Vouchers: | Region One ESC AEL Grant for eligible students, and [Partner Funding Source] for non-eligible students |
| Online Curriculum/Distance Learning Licenses: | Region One ESC AEL Grant for eligible students, and [Partner Funding Source] for non-eligible students |
| Supplemental Program Curriculum Materials: | Region One ESC AEL Grant for eligible students, and [Partner Funding Source] for non-eligible students |
| Consumable Instructional Supplies: | Region One ESC AEL Grant for eligible students, and [Partner Funding Source] for non-eligible students |
| Program Equipment (Laptops, Chromebooks, etc.) | If needed, [Partner Funding Source] |

Workplace Literacy Program Services ONLY (Applies to AEL activities offered for specific employers)

Progress milestones AEL participants are expected to meet while enrolled in the program:

1. N/A
2. N/A
3. N/A
4. N/A
5. N/A

The time frame for the participant to meet the progress milestones: N/A