

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**Pflugerville Community Development Corporation**  
**and**  
**Pflugerville Independent School District**

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement between **Pflugerville Community Development Corporation**, hereinafter referred to as PCDC, and **Pflugerville Independent School District**, hereinafter referred to as PfISD.

**I. Purpose of MOU**

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities regarding the High Demand Job Training Program grant through the Texas Workforce Commission.

**II. Duration of MOU**

This MOU shall commence on the last date that it is executed by a party and shall continue to remain in full effect until the end date of the Capital Area Workforce Board HDJT Program, on or about April 30, 2026.

**III. Pflugerville Community Development Corporation**

The Pflugerville Community Development Corporation is the organization charged with promoting the economic development of the city of Pflugerville. It accomplishes its mission by marketing Pflugerville as a desirable place for new businesses to operate, and by assisting existing businesses and addressing their needs.

The PCDC is a Texas 4B Economic Development Corporation that collects a one-half cent sales tax off taxable goods purchased in the City of Pflugerville for the purpose of promoting economic development in Pflugerville. The primary purpose of the PCDC is to provide funding for projects that promote economic development or projects that enhance the parks and recreation facilities of the city.

**IV. Pflugerville Independent School District**

The PfISD is a public-school district based in Pflugerville, Texas. The District encompasses approximately ninety-five square miles and includes all or part of six municipalities including Pflugerville, Austin, Coupland, Hutto, Manor and Round Rock.

**V. General Provisions**

It is understood by the parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

## **VI. Services Provided**

All Funds will be used to train high school seniors in Pflugerville Independent School District to earn a certification in sterile processing with Ascension Seton. PCDC and PfISD propose to use TWC and matching funds to pay for enrollment and training and training equipment costs.

## **VII. Responsibilities of the Parties Under MOU**

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

### **1) PCDC shall:**

- Designate sales tax revenue up to \$150,000 matched on a dollar-for-dollar basis with TWC grant funding;
- Monitor the MOU on a regular basis and promptly inform the Board of any areas of concerns;
- Be responsible for record retention in accordance with PCDC's retention policies of any information relating to this MOU and the Capital Area Workforce Board HDJT Program in PCDC's possession;
- Ensure that information regarding this MOU and the Capital Area Workforce Board HDJT Program is available for review by federal and state auditors and monitors as needed upon request.

### **2) PfISD shall:**

- Procure and purchase equipment as detailed in budget and provide for use in the classroom;
- The PfISD Career and Technical Education team will maintain the equipment and utilize it for the program specified in the grant;
- The equipment will be stored in a locked PfISD facility while not in use;
- The equipment and supplies will remain on the campus for use during class times and is not given to individual students;
- The PfISD CTE team will not dispose of any items purchased with High Demand Job Training grant funds without approval from Workforce Solutions and in accordance with Workforce Solutions processes;
- The PfISD CTE team will provide quarterly reports to PCDC for grant and TWC fiscal management reporting and provide access to the equipment as requested by PCDC during normal hours of operation; and
- The PfISD CTE team will provide a report at the end of the grant (April 30, 2026) with the following information:
  - Description of how the program increased training access and helped connect individuals to employment and/or post-secondary education.
  - Review of activities accomplished
  - Identify best practices
  - Describe how future partnerships could benefit students, as well as employers
- Provide quarterly progress reports detailing the following:

- Number of participants provided assessments
  - Number of participants enrolled in training
  - Number of participants trained
  - Number of participants receiving certification
- Provide periodic narratives to PCDC as requested.

## **VIII. Conditions and Assurances**

It is specifically agreed and understood by and between PCDC and PfISD that:

- 1 HDJT Program grant funds will not be used to encourage or induce relocation or for customized or skill training or related activities after relocation (WIOA § 181(d)(1) and (d)(2), 29 U.S.C. § 2931(d)(1) and (d)(2)).
- 2 No funds received under WIOA will be used to assist, promote or deter union organizing, as referred to in WIOA § 181(b)(7), 29 U.S.C. § 2931(b)(7).
- 3 None of the funds made available by WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with the Buy American Act (41 U.S.C. § 8302), as referenced in WIOA § 505, 20 U.S.C. § 9275.
- 4 Any use of Pflugerville Community Development Corporation, or Pflugerville Independent School District name for publicity or releases of reports, papers, articles, maps, or other documents in any way concerning this MOU in connection with the Capital Area Workforce Board HDJT Program by either party is subject to prior approval by all parties prior to release.
- 5 The Pflugerville Independent School District is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially-assisted Project or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; American's With Disabilities Act (ADA), Americans with Disabilities Act Amendment (ADAA), and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational Projects.

## **IX. Confidentiality**

All Parties shall secure the confidentiality of records and agree and acknowledge that all information provided to them by the other party is confidential by law and will only be used for the purposes set forth in this MOU.

It will be the responsibility of each party to comply with the provisions of Chapter 552, Texas Government Code ("Texas Public Information Act") and the Attorney General Opinions issued under that statute. Neither party is authorized to receive requests or take any action under the

Texas Public Information Act on behalf of any other party to this MOU. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this MOU.

**X. Other Provisions or MOUs**

Any alterations, additions, or deletions to the terms of this MOU which are required by changes in the state law, federal law, or by regulations are automatically incorporated in this MOU without written amendment and shall become effective on the date designated by such law or regulation. Either party from time to time may seek to amend this MOU. A notice of the intention to amend contract must be provided to other party to the MOU 30 days prior to the effective date of the proposed amendment.

**XI. Grievance Procedure**

In the instance of a dispute between the parties to this MOU, the process for resolution is agreed to as follows:

- 1) informal discussion between the parties must occur;
- 2) formal discussion of the dispute constitutes the second step;
- 3) failing to find a resolution in steps one or two, outside mediation should be considered;  
and
- 4) formal arbitration constitutes the final step in the resolution process in accordance with this MOU.

**APPROVED:**

The undersigned parties bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall not become effective until approved by all parties involved.

**Pflugerville Community Development Corporation**

**Pflugerville Independent School District**

\_\_\_\_\_  
Terri Toledo, Interim Executive Director

\_\_\_\_\_  
Erik Torres, Chief Academic and Innovation Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date