

# MOU INDUSTRY PARTNERS



**Memorandum of Understanding**  
**between**  
**LaVega Independent School District,**  
**and**  
**Smith Pump**

The LaVega Independent School District (“LVISD” or “District”) and Trades Partner collectively referred to as “Partners,” are entering into this Memorandum of Understanding (“MOU” or “Agreement”) for the purpose of collaborating with the implementation of a engineering or mechanical Trades Academy at LaVega High School in LVISD. This MOU is effective from execution through June 15, 2022, and may be extended by mutual agreement.

## **PROJECT SUMMARY / PURPOSE**

LVISD will partner with Smith Pump to improve postsecondary degree completion and career readiness by smoothing the transitions between high school, college, and the professional world. In particular, the Academy will provide students with early and engaging experiences with the world of work, which in turn makes the academic work in high school and college meaningful and better prepares students with the workplace skills required by employers.

## **AGREEMENT:**

### ***Smith Pump agrees to:***

- \* Commit to the full implementation of the school model as outlined in the TEA grant application to the 2021-22 Pathways in Technology Early College High Schools (P-TECH) and Industry Cluster Innovative Academies (ICIA) Success Grant, materials provided by TEA, and forthcoming P-TECH/ICIA blueprint.
- \* Ensure that every participating student receives mentoring from an industry professional, including an opportunity to communicate in writing or online and face-to-face interaction on at least two occasions per year.
- \* Make available line supervisors and Human Resources managers to identify the appropriate entry-level positions students at the School may qualify for upon graduation, work with the other Parties to map the key skills needed to succeed in those positions, and strongly consider students at the School for those employment opportunities.

- \* Identify a dedicated staff person to manage Smith Pump's responsibilities and other appropriate staff to participate in the Leadership Team. This staff person will, among other duties, coordinate site visits to facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula.
- \* Help define and provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. It is anticipated that each student in the school will participate in one to three internship experiences during his or her tenure. Smith Pump members will assist LVISD in identifying organizations in the engineering or mechanical trades field to ensure that each student has the opportunity to participate in multiple internships during the course of the program.
- \* Work with the School's staff and other parties to develop a coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. Smith Pump will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.
- \* To support program activities, Smith Pump will invite Texas State Technical College (and/or other university partners), LVISD and the School's staff and students to their facilities to participate in the following, including, but not limited to, internships, job shadowing, mentoring, and other "real-life" work experiences for students.
- \* Through these various in-kind contributions as well as potential cash contributions over the course of the grant period, Smith Pump agrees to provide at least 20% of the total grant award.

***LVISD agrees to:***

- \* Commit to the full implementation of the school model as outlined in the TEA grant application to the 2021-22 Pathways in Technology Early College High Schools (P-TECH) and Industry Cluster Innovative Academies (ICIA) Success Grant, materials provided by the Associate Superintendent of High Schools, and forthcoming P-TECH/ICIA blueprint.
- \* Work with the School's staff and the other parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. LVISD will work to develop a rigorous and engaging curriculum that prepares students for college-level coursework and workplace experiences.
- \* Establish a college-going culture for all students at the School, which requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as time management, collaboration, problem-solving, leadership, study skills, communication, and tenacity.
- \* Help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the engineering or mechanical fields.

- \* Provide a space to house the School at LaVega Early College High School campus, located at 555 N. Loop 340, Waco, TX 76705. The facility will have sufficient space to support the activities and number of students described in the TEA grant application to the P-TECH and ICIA Success Grant, materials provided by the Associate Superintendent of High Schools, and forthcoming P-TECH/ICIA blueprint.
- \* Allow McLennan Community College (and/or other university partners) and Smith Pump faculty and staff appropriate access to the School to support program activities, along with other appropriate health care Trades industry leaders and members of leading nonprofit organizations.
- \* Ensure that students of all backgrounds and abilities are eligible to attend the School. LVISD will ensure that prior academic performance shall not be considered during the admissions process.
- \* Ensure that students complete any training required by Smith Pump members prior to beginning workplace experience.
- \* Provide regular operating funds to the School in the same manner as other district schools. LVISD will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
- \* Support the School's principal in identifying qualified staff to teach in the School.
- \* Provide appropriate and relevant ongoing professional development for the School's principal and staff. LVISD will share best practices from other district schools that effectively serve a wide range of high school students in achieving college and career readiness.

## **AMENDMENTS**

This MOU may be amended or modified by the consent of all Partners at any time during its term. Amendments to this MOU must be in writing and signed by authorized representatives of LVISD and Smith Pump. No change in, addition to, or waiver of any term or condition of this MOU shall be binding for any Partner unless approved in writing by all Partners. MOU will be reviewed annually and adjusted to meet the needs of the students, Smith Pump, programs, etc...

## **COMPLIANCE WITH LAWS**

This Agreement shall be governed by the laws of the State of Texas. All Partners agree to abide by all district policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §130.1, et seq.; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; the Family Educational Rights and Privacy Act, 20 USC §1232g, et. seq., 34 CFR §99.1, et seq.; Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq. The Health Insurance Portability and Accountability Act of 1996 and the related regulations at 45 C.F.R. Parts 160 and 164, known collectively as HIPAA.

## **HOLD HARMLESS AGREEMENT**

It is agreed that Smith Pump Members are independent contractors and shall be solely responsible for payment of its workers and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. Smith Pump Members agree, to the extent authorized by the Constitution and laws of the State of Texas, to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature and out-of-pocket costs, incurred by reason of Smith Pump Member's negligence or breach of this Agreement.

## **INDEMNIFICATION**

The District and Smith Pump agree to be solely responsible for their own acts and/or omissions for any claim, cost, liability, loss, damage or expense of any kind, including the legal defense thereof (collectively, the "Damages") that either party may incur arising out of or related to this Agreement, including, but not limited to, the acts and/or omissions of their respective officers, employees, contractors or agents in the performance of their duties and obligations hereunder. Nothing contained herein shall be construed to require either party to indemnify or otherwise assume liability for any Damages or the acts and/or omissions of the other party, its affiliated entities, shareholders, officers, employees, contractors or agents.

Signatures below represent each Partner's agreement to the terms of this MOU:

**La Vega ISD:**

<b>Authorized School District or Charter Official</b>		
<b>Title (Dr., Mrs., Ms., Mr.)</b>	<b>Typed First Name</b>	<b>Typed Last Name</b>
Dr.	Sharon	Shields
<b>Typed Job Title</b>	<b>Phone</b>	<b>Email</b>
Superintendent		
<b>P-TECH Name</b>	<b>P-TECH School District</b>	
La Vega P-TECH	La Vega ISD	
<b>Signature</b>		

**Smith Pump:**

<b>Authorized Business/Industry Partner Official</b>		
<b>Title (Dr., Mrs., Ms., Mr.)</b>	<b>Typed First Name</b>	<b>Typed Last Name</b>
	Jason	Popko
<b>Typed Job Title</b>	<b>Phone</b>	<b>Email</b>
PMG/Engineering Manager	254-744-4193	JasonP@Smithpump.com
<b>Business/Industry Partner Name</b>		
Smith Pump Company, Inc.		
<b>Signature</b>		
		