

## MEMORANDUM OF AGREEMENT

This Agreement (“Agreement”) for the development, support, and operation of a grades 9 through 15 early college and career preparatory school the Industry Cluster Innovative Academy (“ICIA”) is effective as of January 2, 2018, by and between the Greenville Independent School District (“GISD”), with principal offices located at 4004 Moulton, Street, PO Box 1022, Greenville, Texas 75403 and Innovation First International (“IFI”), with its principal office located at 6725 E FM1570, Greenville, Texas 75402. Each ICIA Partner is referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, GISD and IFI wish to enter into an agreement to set forth their continuing rights and obligations with respect to the development, support, and operation of the GISD Engineering Academy.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### I. SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating the Greenville ISD Engineering Academy. The ICIA’s mission is to provide all students with an education that begins in grade 9, continues through high school completion with educational credits sufficient to not only attain a high school diploma, but also an Associate of Applied Science Degree (AAS). It is the goal of the program that such credits will also transfer to a Mechanical Engineering Baccalaureate degree plan. The program also includes authentic work experiences designed to prepare students for positions in the Engineering field and to find employment in regional aerospace and defense industries.

The ICIA is open to students of all backgrounds and abilities, including struggling learners, English language learners, and students with disabilities. The primary point of entry is the ninth grade. The ICIA will admit approximately 16-20 students in its initial ninth grade class, and will grow by approximately 16-20 students each year, until the school reaches full capacity of 120 students in Year 6.

The ICIA’s curriculum and support program is designed to support a wide range of students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in regional Engineering occupations. All college courses offered to students while enrolled in the ICIA will be free of charge to students and their families.

The Parties will work together to develop, evaluate and revise the ICIA’s Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. This Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff.

## II. GOVERNANCE

The Engineering Academy will be a school within a school on the Greenville High School (“GHS”) campus of GISD, as such, must follow all policies and procedures outlined in the GISD Texas Association of School Board (“TASB”) Policy and Texas Education Code (“TEC”) Regulations. An ICIA Dean will be assigned for day-to-day decisions regarding the operation and management of the school within a school. The Dean will be a GISD employee, and the selection of the Dean is governed by the District policies. The Dean will serve under the supervision of the Superintendent of Schools. The ICIA will follow all Texas Education Agency Foundation High School Program requirements including specified hours in high school program and course requirements. The ICIA will follow all Paris Junior College policies governing the college courses in the School’s curriculum, including but not limited to selection of courses and faculty, awarding of credit, student eligibility for courses, and discipline of students and faculty in connection with the courses.

The Engineering Academy Campus Improvement Committee (“CIC”) consisting of educators from GISD, members of the existing GISD Curriculum Design Team, institution of higher education partners, parents, and community members shall oversee the development and ongoing support of the school. Additional staff and faculty members, students and parents will be added as appropriate to meet district goals and grant program requirements. Under the Leadership of the Assistant Superintendent for Teaching and Learning, the CIC shall meet at least four times a year and as often as needed to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The CIC shall address the Engineering Academy Scope & Sequence, the overall quality and outcomes from the college courses and other aspects of the School, the School’s budget, and other issues related to relationship between the Parties. The CIC is empowered to suggest revisions to this Agreement on matters of the ICIA’s program focus and curriculum design. Decisions made by the CIC will be used to create the Campus Improvement Plan (“CIP”). The CIP will be presented to the District Improvement Committee for revisions and inclusion in the District Improvement Plan. The Superintendent will submit the campus and district based plans to the GISD Board of Trustees for approval.

## III. ROLES AND RESPONSIBILITIES

### A. IFI Responsibilities:

1. IFI will be committed to assisting with the implementation of the Engineering Academy ICIA Model as outlined in Section I.
2. IFI will ensure participating 9<sup>th</sup> grade students entering the program in 2018-19 are matched with a mentor from our company. The mentee will have the opportunity to meet the mentor during a site visit and through sessions held at the Academy campus. The mentee will also have the opportunity to communicate by email with the mentor.
3. Innovation First International will make available a Supervisor and Hiring Manager to serve on the Design Team during the spring of 2018 to develop a Scope and Sequence of industry based courses and work-based experiences that enable students to successfully meet the goals of the ICIA project. Responsibilities will include:

- a) The company experts will determine IFI entry level positions that would be appropriate for students to apply for upon completion of a degree in Mechanical Engineering.
  - b) The IFI representatives will work with the Workforce Solutions representative and Career and Technology Education teachers to map the skills needed to succeed in those positions and determine certifications to qualify students for participation in internships within IFI. Certifications similar to but not necessarily including, OSHA, Solidworks, Autodesk Inventor and Autodesk Maya, etc.
  - c) The supervisor and manager will work with the Engineering Academy Dean to create a schedule of site visits with the intent on showcasing the IFI entry level positions selected for the Engineering Academy.
  - d) The IFI representatives will work with the Curriculum Design Team to integrate industry based skills into classroom curriculum and to create capstone activities that include design projects linked to apprenticeships for each entry level position designated.
4. IFI will select mentors to work with students on robotics and solar car design and construction projects.
  5. IFI will accept resumes from Engineering Academy graduates and strongly consider students at the Engineering Academy for both internship positions and full-time employment opportunities as appropriate upon their completion of required degree programs, although nothing herein is to be construed as any type of guarantee of future employment or offer of internships.
  6. IFI will allow Paris Junior College and GISD staff and students appropriate access to facilities to support program activities based on IFI schedule availability, rules and regulations.

#### B. GISD Responsibilities:

1. GISD will be committed to the design and implementation of the Engineering Academy as outlined in Section I.
2. GISD will work with the campus staff and IFI to develop a seamless and coherent Scope and Sequence of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. GISD will work to develop a rigorous and engaging curriculum that prepares students for a Distinguished Level of Performance (DAP) Foundation High School Program diploma, an Associate degree and a Baccalaureate degree.
3. GISD will establish a college-going culture for all students at the GISD Engineering Academy, which students to enroll in an AVID Advisory to access tutoring, advising sessions, and WICOR curriculum. The advisory program will engage students in key “college bound” academic and personal behaviors such as time management, collaboration, problem-solving activities, leadership strategies, and study and communication skills.

4. GISD educators will serve on the Curriculum Design Team to help define appropriate workplace experiences (e.g., design projects for robotics and solar car competitions, apprenticeships and internships) that will support students gaining key skills needed in the Engineering field.
5. GISD will provide a space to house the Engineering Academy at the Greenville High School Campus. The facility will have sufficient space to support the activities and number of students described in Section I.
6. GISD will provide IFI employees appropriate access to the Engineering Academy to support program activities.
7. GISD will support the Engineering Academy Dean in identifying qualified staff to teach in rigorous college preparatory and college credit courses including Career and Technical Education classes toward industry credential.
8. GISD will provide appropriate and relevant professional development for the Engineering Academy Dean and faculty. This will include appropriate credentialing to teach college credit and industry credential courses.

#### IV. TERM AND TERMINATION

##### Term.

The term of this Agreement (the "Term") shall begin as of May 1, 2018 and end on August 1, 2020. This Agreement may be renewed by written agreement of the Parties.

##### Termination.

- i. This Agreement may be terminated by GISD upon not less than ninety (90) days' prior written notice to IFI.
- ii. IFI may terminate its participation in this Agreement upon not less than ninety (90) days' prior written notice to Greenville ISD.

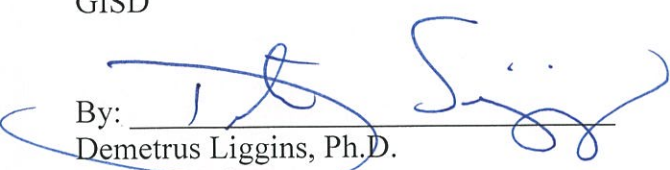
#### V. MISCELLANEOUS

- A. Fingerprinting Requirement. All persons who regularly work with the program at the Engineering Academy must be fingerprinted according to Texas Education Code (TEC).
- B. Non-Discrimination. The Parties shall comply in every respect with all applicable provisions of all federal, state and local statutes, rules and regulations which prohibit unlawful discrimination against any employee, applicant for employment, student or applicant for admission because of race, color, religion, sex, age, marital status, veteran status, handicap, disability, national origin or sexual orientation, genetic predisposition, or carrier status. Each Party shall promptly notify the other Parties of any complaint of discrimination made to it by any person in connection with the subject matter of this Agreement.
- C. Student Records. All information about students obtained from any of the Parties shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g) ("FERPA").

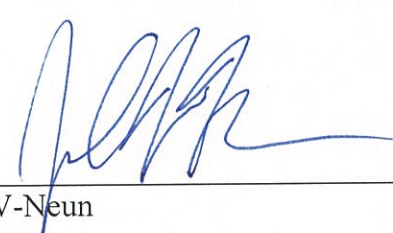
- D. Independent Contractor. The Parties intend to create an independent contractor relationship. No provision of this Agreement, nor any action taken by or arrangement entered into between or among the Parties in accordance with the provisions hereof, shall be construed as or deemed to make any Party the partner, principal, agent or employee of another Party. No director, trustee, officer, partner, employee, agent, affiliate or contractor of any Party shall be deemed to be an employee, agent or contractor of another Party. No Party shall have any right, power, or authority, express or implied, to bind another Party to any individual or organization that is not a Party to this Agreement.
- E. Expenses. Time and effort of IFI personnel spent in working with students, providing work-based instruction, and serving on the Curriculum Design Team as described in Section III Roles and Responsibilities will represent a 20% in-kind match of 2018-2020 P-TECH and ICIA Success Grant funds as required by the program.
- F. Assignment. The provisions of this Agreement shall bind the successors and assigns of the respective Parties. No Party may assign its rights or obligations herein without the prior written consent of the other Parties.
- G. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- H. Notices. All notices to any Party required or desired to be given hereunder shall be in writing and shall be sent by hand delivery or overnight courier to the address set forth below or such other address as such Party may hereafter specify for that purpose by notice to the other Parties. Any notice shall be deemed to have been given on the date of its actual receipt.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature following.

GISD

By:   
Demetrus Liggins, Ph.D.  
Superintendent  
Greenville ISD

IFI

By:   
John V-Neun  
Officer  
Innovation First International

Date: January 2, 2018

Date: January 2, 2018