



## **P-TECH MODEL MEMORANDUM OF AGREEMENT**

### **BETWEEN CITY OF FORT WORTH AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and among the City of Fort Worth (hereinafter referred to as the “City”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as “FWISD”) and sets forth the roles of the Parties in regard to the implementation of the Pathways to Technology Early College High School (“P-TECH”) model at TCC South/FWISD Collegiate High School (the “Program”). FWISD and the City may be collectively referred to as the “Parties” or individually as a “Party.”

This MOU supersedes any and all previous documents, agreements, or MOUs defining the role or scope of involvement the City has in support of this program.

#### **OVERALL SCHOOL MODEL**

The Parties agree to collaborate in developing, supporting, and operating TCC South/FWISD Collegiate Energy Technology Early College High School at TCC South Campus (“School”). The School’s mission is to provide all students with an education that begins in grade 9, continues through high school completion with a high school diploma, and culminates in attainment of an associate degree, thus preparing students to succeed in college and/or a career. The program also includes appropriate work-based educational experiences, at all grade levels, designed to prepare students for positions in identified fields.

The School is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS) and who might not otherwise go to college. This includes students for whom a smooth transition into postsecondary education is problematic, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation, students who are English language learners, and students with disabilities. The primary point of entry is the ninth grade. The School will admit approximately 100 students in its initial 9<sup>th</sup> grade class and will grow by approximately 100 students each year, until the school reaches full capacity of 400 students.

The School’s curricula program is designed to support the academic needs of all 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 the Energy and/or Business field. All college courses offered to students while enrolled in the School will be provided to students free of charge. All TCCD college fees for courses offered to students under this MOU will be defrayed by TCCD scholarships for students.

The Parties will work together to develop, evaluate, and revise the School'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. The Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff to ensure alignment with workforce needs.

## **ROLES AND RESPONSIBILITIES**

### **A. City of Fort Worth Water Department Responsibilities**

1. The City will within reason support the implementation of the Overall School Model as outlined herein.
2. As is practicable and allowable with City policy, the City will provide mentoring to participating students. The number of students mentored, and the professions of the mentors will be decided collaboratively between the City and the other Program industry participants as the Program progresses. Prior to performing services under this MOU, all mentors must register and clear the required criminal background check as outlined by Voly (FWISD's volunteer database system).
3. The City will work with FWISD and other Program industry participants to outline the key skills students will need to succeed in those positions.
4. The City will assign a resource to manage the City's responsibilities. This resource will, among other duties, coordinate site visits to the City's facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula. The City will also provide a resource or resources to participate in the Local Partnership Committee. Under this MOU, the Local Partnership Committee is comprised of representatives from TCC South/FWISD Collegiate High School, the City, and other Program industry participants, as reasonably determined by those parties.
5. The City will help define and will seek to 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. The City will, in good faith and to the extent practicable, provide internship opportunities during the term of this MOU. The City will assist the School's staff in identifying additional organizations in the Energy and/or Business field that may provide qualified students at the school with the opportunity to participate in a variety of internship experiences during the course of the Program.
6. The City will work with the School's staff, FWISD, and the other Program industry participants to assist the School 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. The City will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.



7. The City will allow the School's staff and students reasonable access to the City facilities to support program activities, including, but not limited to, flexible scheduling, internships, job shadowing, mentoring, and/or other "real life" work experiences for students.
8. The City does not nor shall be expected to expend any additional funds for participation in this program other than what is incidental to the City's normal cost of business.

**B. FWISD/TCC South/FWISD Collegiate High School Responsibilities:**

1. FWISD/TCC South/FWISD Collegiate High School will be committed to the full implementation of the Overall School Model as outlined within this MOU.
2. FWISD/TCC South/FWISD Collegiate High School will 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. FWISD/TCC South/FWISD Collegiate High School will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
3. FWISD/TCC South/FWISD Collegiate High School will establish a college-like 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:
  - a. time management;
  - b. collaboration;
  - c. problem-solving;
  - d. leadership;
  - e. study skills;
  - f. communication; and
  - g. tenacity.
4. FWISD/TCC South/FWISD Collegiate High School will 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 Energy and/or Business field. For any experience on the City's facilities that is closed to the general public, FWISD shall ensure that the students or the students' legal representative, as applicable, sign a waiver releasing the City for any liability related to such experience.
5. FWISD/TCC South/FWISD Collegiate High School will provide a facility to house the School at FWISD Collegiate High School, located at 5301 Campus Dr. Fort Worth, TX 76119. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
6. FWISD/TCC South/FWISD Collegiate High School will allow the City staff appropriate access to the School to support program activities. This access will also be made available to other appropriate industry leaders and members of leading nonprofit organizations.

7. FWISD/TCC South/FWISD Collegiate High School will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the School. FWISD/TCC South/FWISD Collegiate High School will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.
8. FWISD will provide regular operating funds to the School in the same manner consistent with other FWISD schools. FWISD will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
9. FWISD will support the School's principal in identifying qualified staff to teach in the School.
10. FWISD will provide appropriate and relevant ongoing professional development for the School's principal and staff. FWISD/TCC South/FWISD Collegiate High School will share best practices from other Fort Worth public schools that effectively serve a wide range of high school students in achieving college and career readiness.
11. FWISD will provide the criminal background checks for all mentors under this MOU.

#### **CONFIDENTIALITY OF INFORMATION**

- A. FWISD shall not disclose to the City personally identifiable information from student education records pursuant to FERPA and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a)(1).
- B. Texas Public Information Act ("TPIA"). Both the City and the FWISD are subject to the TPIA. As such, upon receipt of a request under the TPIA, both Parties are required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
  1. By either Party; or
  2. for either Party and either Party
    - a. owns the information; or
    - b. has a right of access to the information; or
    - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
  3. by an individual officer or employee of either party in the officer's or employee's official capacity and the information pertains to official business of either party.

#### **TERM & TERMINATION**

##### **A. Term:**

This MOU shall begin when it is fully executed and shall continue for one (1) year. Thereafter, this MOU may be renewed for up to two (2) one-year terms, provided that:



1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this MOU;
2. Either party in not in default of this MOU; and
3. This MOU has not been terminated.

**B. Termination:**

This MOU may be terminated immediately at any time, and for any reason, by any of the signing Parties with written notice to the other signatory Parties.

**GOVERNING LAW AND VENUE**

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise out of or relating to this MOU or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

**MODIFICATION**

Any modification or amendment of this MOU must be in writing, approved and signed by all Parties.

**MISCELLANEOUS PROVISIONS**

- A. Parties to this MOU warrant that their obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. At all times, the City shall have the right to suspend or terminate any mentorships or internships of students in the Program. All students in the Program taking part in mentorships or internships at the City or who are otherwise present at their facilities are expected to comply with all policies and procedures, including all safety policies and rules.
- C. In the performance of their obligations under this MOU, Parties to this MOU shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this MOU, such action shall be in writing and shall not be unreasonably delayed or withheld.
- D. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this MOU of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners.
- E. The provisions of this MOU are solely for the benefit of the Parties to this MOU. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not parties to this MOU. No student, parent, or other person or entity who is not party to this MOU shall be regarded for any purpose as a third party beneficiary of this MOU or shall have any rights to enforce any provisions of this MOU.

- F. Parties to this MOU shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- G. The Parties to this MOU agree that the City nor its representatives shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages or for any monetary damages of any nature.
- H. This MOU embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- I. Neither party waives any of its governmental immunities by entering into this MOU nor waives any right or remedy available by law to the other.
- J. Notice: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) City of Fort Worth:

Dana Burghdoff  
Assistant City Manager  
City of Fort Worth  
200 Texas Street  
Fort Worth, TX 76102

(2) Fort Worth Independent School District:

Dr. Kent P. Scribner  
Superintendent  
Fort Worth ISD  
100 N. University Drive  
Fort Worth, TX 76107

With copy to:

Office of Legal Services  
Fort Worth ISD  
100 N. University Drive, SW172  
Fort Worth, TX 76107

## **SIGNATORY CLAUSE**

The individuals executing this MOU on behalf of FWISD and the City acknowledge that they are duly authorized to execute this MOU. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this MOU. This MOU shall not become effective until executed by each party. Therefore, the Parties to this MOU shall begin their respective duties only after the last party has signed and dated this MOU.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

**CITY OF FORT WORTH**

By: Dana Burghdoff Apr 15, 2021  
Dana Burghdoff (Apr 15, 2021 12:32 CDT)  
Dana Burghdoff, Assistant City Manager Date

**APPROVED AS TO FORM AND LEGALITY**

BY: Christa R. Lopez-Reynolds Apr 15, 2021  
Christa R. Lopez-Reynolds (Apr 15, 2021 09:08 CDT)  
Christa R. Lopez-Reynolds, Sr. Assistant City Attorney

ATTEST BY: Mary Kayser Apr 16, 2021  
Mary Kayser, City Secretary Date

**CONTRACT COMPLIANCE MANAGER:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: Sky Williams  
Name: Sky Williams  
Title: Sr. Administrative Assistant

Department Approval:  
Christopher Harder Apr 15, 2021  
Christopher Harder (Apr 15, 2021 08:42 CDT)  
Chris Harder, Water Director Date

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

LC  
DS  
03/01/21

By: Jacinto Ramos, Jr. March 23, 2021  
Jacinto "Cinto" Ramos, Jr. Board President Date

By: Dr. Kent P. Scribner Date  
Dr. Kent P. Scribner, Superintendent

ATTEST BY: Anael Luebanos March 23, 2021  
Anael Luebanos, School Board Secretary Date

**APPROVED AS TO FORM AND LEGALITY**

By: Fort Worth ISD Legal Counsel 3/10/2021  
Date

Mrs. Karen Molinar 3/25/21  
Deputy Superintendent Date