

**P-TECH MODEL MEMORANDUM OF UNDERSTANDING
BETWEEN Oncor Electric Delivery Company AND
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT**



THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) is made and entered into by and among Oncor Electric Delivery Company (hereinafter referred to as “Program Partner”) 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” or “District”) and sets forth the roles of the Parties regarding the implementation of the (“P-TECH”) model at FWISD. FWISD and Program Partner 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 that the Program Partner has in support of the P-TECH Program (the “Program”).

I. OVERALL SCHOOL MODEL

The Parties agree to collaborate in supporting the Program at TCC South/FWISD Collegiate High School (“School”). The School’s mission is to provide all students with an education that begins in 9th grade, continues through high school completion with a high school diploma, and culminates in the 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 post-secondary 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, and students who are English language learners, and students with disabilities. The primary point of entry for the Program at the School is the 9th grade. The School will admit 50 9th grade students and will grow approximately by 50 students each year until the school reaches its full capacity of 200 students from 9th-12th grade.

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 Business, Energy, and Renewable Resources. All college courses offered to students while enrolled in the school will be provided to students free of charge.

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.

II. ROLES AND RESPONSIBILITIES

A. Program Partner Responsibilities:

1. Program Partner will support the implementation of the Overall School Model as outlined herein.
2. Program Partner will, to the extent practicable and consistent with its policies, help the District to define work-based learning experiences for students in the Program that are appropriate to each grade level, and provide educational opportunities (e.g., guest speakers, presentations, and career information.) Program Partner will assist the school and staff in identifying additional [Electrical Lineman] organizations to assist students in accessing opportunities to participate in a variety of internship and work-based experiences during the Program

3. Program Partner will work with FWISD and the other Program participants to outline the key skills students will need to succeed in those positions.
4. Program Partner 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. Program Partner will, in good faith and to the extent practicable and consistent with its policies, provide internship opportunities during the term of this MOU. The Program Partner will assist the school's staff in identifying additional organizations 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.
5. The Program Partner will work with the school's staff and the other Program industry participants under this MOU to assist the School to develop a coherent Scope & Sequence plan of courses and workplace experiences that enable students to successfully meet the goals outlined in the Program model. Program Partner will help identify high-quality occupation-related projects and curricula that may be incorporated into the academic Program.
6. Program Partner may coordinate site visits to its facilities, and support teachers and faculty in developing appropriate curricula. Program Partner may also provide other appropriate staff to participate in the Program. Site visits will be arranged at least 1 month prior to the date of the visit. FWISD will notify Program Partner in advance of any students that, due to behavioral issues or other considerations, may pose a health or safety risk to themselves or others if granted access to Program Partner facilities.
7. Program Partner will, to the extent practicable and consistent with its policies, offer students preferential interviews for positions in which they are eligible upon completion of the agreed-upon certifications, credentials, degrees, or work-based learning requirements.
8. For the avoidance of doubt, nothing in this MOU obligates the Program Partner to provide any funding or incur any expenditures or liabilities in connection with this MOU or the operation of the School or the Program (other than the Program Partner's internal wage costs for the time its officers and staff invest in the activities outlined above). Program Partner is providing its time and assistance to the School under this MOU on a volunteer basis. Except as may be expressly stated herein, Program Partner disclaims any and all express or implied warranties, and all obligations of Program Partner are provided on an "as is, where is" basis.

B. FWISD/School Responsibilities:

1. FWISD and the School will be committed to the full implementation of the Overall School Model as outlined within this MOU. FWISD and the 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 and the School will work to develop a rigorous and engaging curriculum that prepares students for college-level coursework and workplace experiences.
2. FWISD and the School will establish a college-like culture for all students at the School, which requires engaging students in college coursework, tutoring, 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.

3. FWISD and the School will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students in gaining key skills needed in the STEM fields.
4. FWISD and the School will provide a facility to house the P-TECH on their campus. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
5. Consistent with the District's policies, FWISD and the School will allow Program Partner staff appropriate access to the school to support Program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
6. FWISD and the School will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the school. FWISD and the School will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.
7. 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.
8. FWISD will support the school's principal in identifying qualified staff to teach in the school.
9. FWISD will provide appropriate and relevant ongoing professional development for the school's principal and staff. FWISD and the 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.
10. FWISD will provide criminal background checks for all mentors under this MOU.
11. To the extent allowed by law and without waiver of any immunity or defense, both parties acknowledge and agree that neither Program Partner nor any of its officers, directors, employees, agents, and/or related entities will be liable for any injuries, damages, claims, demands, causes of action, judgments, losses, costs, charges, expenses (including without limitation attorneys' fees), or other liabilities of any nature, arising out of or relating to (i) the negligence or intentional misconduct of FWISD or any of its employees or agents; (ii) any breach of this MOU by FWISD or any of its employees or agents; or (iii) the operation of the School or any student's participation in the Program.

III. CONFIDENTIALITY OF INFORMATION

- A. FWISD agrees to limit the disclosure to Program Partner of 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)(11).
- B. Texas Public Information Act ("TPIA"). FWISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, FWISD is 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 FWISD; or
 2. for FWISD and FWISD
 - 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 FWISD in the officer's or employee's official capacity and the information pertains to the official business of FWISD.

C. If the District needs to provide any data under this Agreement to Program Partner, any such data will be governed by the Data Sharing Agreement between the Parties, hereby attached as Exhibit A.

IV. 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) additional 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. Neither party is in default of this MOU; and
3. This MOU has not been terminated.

B. Termination:

This MOU may be terminated immediately at any time for any reason by any of the signing Parties with thirty (30) days written notice to the other signatory Parties.

V. 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.

VI. MODIFICATION

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

VII. MISCELLANEOUS PROVISIONS

- A. Parties to this MOU will use commercially reasonable efforts to perform their obligations 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, Program Partner 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 with Program Partner or who are otherwise present at their facilities are expected to comply with all applicable laws, rules, and regulations as well as all Program Partner's policies and procedures, including all safety policies and rules and all insurance carrier requirements.
- 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 anyway 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. Each Party is an independent contractor hereunder.
- 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 thisMOU. No student, parent, or other person or entity who is not a 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 neither Program Partner, the FWISD, nor their representatives, shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages.
- 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. 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) [Oncor Electric Delivery]
 [Antonella Guadagno]
 [1616 Woodall Rodgers Freeway Ste. 7080]
 [Dallas, TX 75202]
 [antonella.guadagno@oncor.com]

With a copy to:

(2) Fort Worth Independent School District:
 Dr. Angelica Ramsey
 Superintendent
 Fort Worth ISD
 100 N. University Drive
 Fort Worth, TX 76107

With a copy to:
 Office of Legal Services
 Fort Worth ISD
 100 N. University Drive, SW172
 Fort Worth, TX 76107

VIII. SIGNATORY CLAUSE

The individuals executing this MOU on behalf of FWISD and the Program Partner 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.

[Signature Page Follows]

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

Oncor Electric Delivery Company LLC

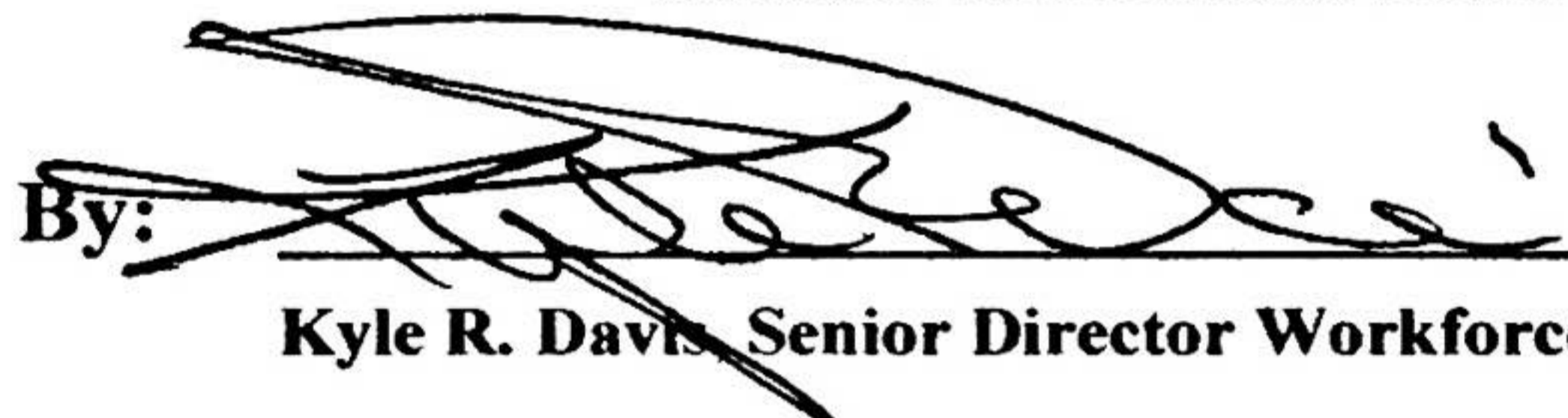
Kyle R. Davis
Senior Director Workforce Strategy & Labor Relations
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, TX 75202

Fort Worth Independent School District


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


With copy to:
Legal Services
Fort Worth ISD
100 N. University Drive, SW1 72
Fort Worth, TX 76107

ONCOR ELECTRIC DELIVERY COMPANY LLC

By:  _____ 7/10/2020
Kyle R. Davis, Senior Director Workforce Strategy & Labor Relations Date

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By:  _____ 6/30/2020
Dr. Kent Scribner, Superintendent Date

By:  _____ 7/8/2020
Fort Worth ISD Legal Counsel Date