



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: April 21, 2014

AGENDA ITEM: Action Item – MOU Aledo ISD, Bell Helicopter, Weatherford College

PRESENTER: Kathy Allen

ALIGNS TO BOARD PRIORITIES(S):

- Learning – The District will provide an aligned, rigorous curriculum, with instructional and technology programs preparing students to meet or exceed all educational standards.

BACKGROUND INFORMATION:

- Aledo ISD is currently seeking a partnership with Bell Helicopter and Weatherford College to provide students with an opportunity to acquire dual credit for college and high school graduation, along with specialized training for industry certification through career technology pathways.
- Students participating in the pathways offered through this partnership will have an opportunity to collaborate with professionals in their respective fields. In addition, they will gain valuable experience by having access to software programs and equipment equivalent to resources used in a workforce setting.
- Upon completion of coherent pathways/endorsements, students will have opportunities to test for industry certifications which could lead to employment opportunities.
- Students will also gain knowledge and skills that will possibly inspire careers in the fields of engineering and manufacturing.

ADMINISTRATIVE CONSIDERATIONS: Approval of Aledo ISD, Bell Helicopter, Weatherford College Memorandum of Understanding

FISCAL NOTE: AISD has committed to hiring a Career Technology teacher to develop the manufacturing and engineering pathway. As the program grows there will be fiscal responsibilities for purchasing equipment and software. Aledo ISD will work with Bell Helicopter and Weatherford College to seek grants to offset costs of equipment or software programs.

ADMINISTRATIVE RECOMMENDATIONS: Administration recommends the Board approves the Memorandum of Understanding established between Aledo ISD, Bell Helicopter and Weatherford College as written and presented.

**AVIATION AND ENGINEERING CURRICULUM DATA SHARING INTERLOCAL
AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN BELL
HELICOPTER TEXTRON, WEATHERFORD COLLEGE, AND ALEDO INDEPENDENT
SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between Bell Helicopter Textron (hereinafter referred to as “Bell”), Weatherford College (hereinafter referred to as “WC”), and Aledo Independent School District, (hereinafter referred to as “Aledo ISD or AISD”), pursuant to the authority granted in compliance with sections 29.182, 29.183, 29.184, 29.908, and 29.910 of the Texas Education Code,

WHEREAS, the Texas Government Code, Chapter 791, the “Interlocal Cooperation Act,” authorizes local government entities such as WC and AISD to enter into interlocal contracts for governmental purposes;

WHEREAS, under this Agreement, WC and AISD agree to allow Bell to develop an aviation, engineering, and manufacturing curriculum with them and then allow Bell to share that curriculum with other districts;

WHEREAS, the application prepared and approved by the parties through the partnership is to be submitted to the Aledo Independent School Board of Trustees on or before *April 21, 2014*;

WHEREAS, the partners herein desire to enter into a mutual understanding setting forth the services to be provided by each agency in the development of Engineering, Aviation, and Manufacturing technical curriculum for the purpose of enhancing student learning and preparing students to be college and career ready;

WHEREAS, the parties listed above have agreed to enter into a collaborative agreement in which Aledo ISD will be the lead agency and named applicant and the other agencies will be partners in this application and curriculum design, development, and implementation.

WHEREAS, this initiative will prepare high school students for successful career and educational endeavors to help improve student awareness, knowledge, skills and experiences;

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the common interest of the parties, that the undertaking will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW, THEREFORE, the parties to this Agreement mutually agree to the following:

1. **Scope of Agreement and Limitations of Authority:** The Scope of the Agreement and the parties agree as follows:

A. Conditions of Operations.

- a. Operate within reasonable operating hours established from the collaboration between the parties.

B. Commitment of Bell. Bell shall provide:

- a. human resources for the purpose of providing curriculum resources
- b. contributions to the completion of curriculum
- c. “plug and play” activities
- d. educational field trip opportunities and guest speakers
- e. tools, equipment and resources when financially capable of contributing.
- f. collaboration in organizing educational field trips, arranging guest speakers, and practicum experience for students
- g. criminal history information review and certification of its employees, agents, volunteers, or other participants in this Agreement as required by Texas Education Code Sec. 22.0834.

C. Commitment of WC. WC shall provide:

- a. human resources
- b. contributions to the completion of curriculum
- c. opportunities for dual credit in (Composites, Engineering and Logistics)
- d. educational field trip opportunities and guest speakers
- e. tools, equipment and resources when financially capable of contributing
- f. training in computerized numerical controlled (CNC) machining and advanced composite bonding

D. Commitment of Aledo ISD. Aledo ISD shall provide:

- a. human resources, including appropriately certified teachers
- b. contributions to the completion of curriculum
- c. organization of curriculum development meetings
- d. curriculum documents in the Aledo ISD format
- e. updates on curriculum progress

- f. collaboration in organizing educational field trips, arranging guest speakers, and practicum experience for students
 - g. integration of the curriculum into the District's graduation requirements, plans, and programs as required under HB 5 enacted by the 2013 Texas Legislature.
- E. Media and Public Relations.** Any media and/or public relations regarding this agreement will be managed according to the protocols of all parties.
- F. AUTHORITY TO SHARE CURRICULUM.** The parties to this Agreement expressly agree and authorize Bell to use the curriculum jointly developed by the parties under this Agreement with other school districts.
- 2. Liabilities of the Parties:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or invitee of the parties of this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.
- 3. Term:** Subject to prior termination or revocation of this Agreement as provided in section 4 of this Agreement, the initial term of this Agreement is in full force and effect beginning with the date of final execution by all parties through the end of the AISD 2013 -2014 school year. The term shall automatically renew at the beginning of each succeeding school year for that year unless or until terminated under the terms of Section 4 below.
- 4. Right of Revocation:** Any party may terminate this Agreement on 90 days' written notice to the other parties. Termination may occur immediately upon the breach of this Agreement by any of the parties. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of all parties, the making of a misrepresentation or false statement by any of the parties' duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework.
- 5. Assignment:** No party may assign their interest in the Agreement without the written permission of the other parties.

6. Limitations of Authority:

- A. No party has authority for and on behalf of the others except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
- B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between all parties. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. No party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of legal advisors of all parties and Board of Trustees.
- D. No party may incur any debt, obligation, expense, or liability of any kind against the other parties without the others' express written approval.

7. **Waiver:** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

8. **Applicable Law:** This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

9. **Venue:** The venue to enforce this Agreement shall lie exclusively in state courts in Parker County, Texas.

10. Miscellaneous Provisions:

- A. No party shall have control over the other parties with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual 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. Parties to this Agreement shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for partnership programs during the term of this Agreement, the new guidelines shall prevail and shall cause the parties to execute an amendment to the Agreement if necessary, unless the new guidelines make the duties of any of the parties unworkable and then the party has the option to terminate the agreement immediately with ten (10) days notice to all parties.
- D. The parties have executed multiple originals and multiple counterparts of this Agreement, each of which shall be considered an original document.

BELL HELICOPTER TEXTRON:

Name _____ Date _____
Title _____

Name _____ Date _____
Title _____

Approve as to Form and Legality:

WEATHERFORD COLLEGE:

Name _____ Date _____
Title _____

Name _____ Date _____
Title _____

Approve as to Form and Legality:

ALEDO INDEPENDENT SCHOOL DISTRICT:

Derek Citty, Ed.D. Date
Superintendent, Leadership, Learning & Student Support Services

Approved as to Legal Form and Sufficiency for Aledo ISD only.

