

# ERA INDEPENDENT SCHOOL DISTRICT

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**PATHWAYS IN  
TECHNOLOGY  
EARLY COLLEGE  
HIGH SCHOOL**

We are excited about the opportunities to develop career skills and professional welders with Trident Process Systems! Thank you for your willingness to participate in the P-TECH program in Era ISD!

Following are updates to the Era ISD MOU (Memorandum of Understanding) for the Pathways in Technology (P-TECH) Early College High School Program Agreement so it meets the required State Blue Print outline:

## PARTNERSHIP MEMORANDUM OF AGREEMENT

### AGREEMENT FOR THE SUPPORT OF A 9-14 EARLY COLLEGE & CAREER PREPARATORY SCHOOL

This Agreement ("Agreement") for the development, support, and operation of a grades 9 through 14 early college and career preparatory school is effective as of January 1, 2023, by and between the Era Independent School District, with principle offices located at 108 Hargrove St. Era, TX 76238; North Central Texas College - Gainesville, with its principle office located at 1525 West California St. Gainesville, TX 76240; Trident Process Systems, with its principle office located at 2300 N-I35 Gainesville, TX 76240. (Each P-TECH 9-14 Partner is referred to herein individually as a "Party" and collectively as the "Parties".)

WHEREAS, Era Independent School District, North Central Texas College, and Trident Process Systems wish to enter into an agreement to set forth their continuing rights and obligations with respect to the development, support, and operation of Era High School Advanced Technologies & Manufacturing 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. OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating Era High School Advanced Technologies & Manufacturing Academy. 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 in Welding – Code Welding, thus preparing students to succeed in college and career. The program also includes authentic work experiences designed to prepare students for positions in the Advanced Technologies & Manufacturing field.

The School 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 School will admit approximately 2-3 students in its initial 9<sup>th</sup> grade class, and will grow by approximately 2-3 students each year, until the school reaches full capacity of 12 students in Year 6.

The School'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 the Advanced Technologies & Manufacturing field. All college courses offered to students while enrolled in the School will be free of charge to students and their families.

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.

This Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff.

NCTC and Era ISD will work with industry partners (i.e. Trident Process Systems) to make work-based learning a viable method for helping students meet academic standards. MOU's with industry partners will be reviewed by NCTC and the ISD annually and clearly articulate the requirements outlined in the P-TECH website published 4-year crosswalk and 6-year crosswalk.

1. The P-TECH shall provide:
  - a. Age level appropriate work-based learning for students in the P-TECH at every grade level that includes career awareness, career exploration, career preparation, and career experience.
  - b. Policies and protocols to make work-based learning a viable method for helping students meet program standards (including curriculum, shop activities, work-based activities, internships, and mentoring opportunities).
  - c. Work based learning experiences that are well planned and properly sequenced to provide a progression of learning experiences for students—each one building on the last.
  - d. Work based learning may include, but is not limited to: facility visits, guest speakers, presentations, career information, career fairs, informational interviewing, job shadowing, internships, mentoring, and apprenticeships.
2. The P-TECH shall ensure that students:
  - a. Understand the connection between their work-based learning and academics.
  - b. Are provided opportunities to reflect on their work experiences (i.e. student online portfolios).
  - c. Demonstrate their learning in writing, portfolio, and/or presentation (digital or by other means).
  - d. Are provided opportunities for career-building skills such as: interview training, skill development, and resume workshops.
3. The P-TECH shall allow for demonstration of enrichment and extracurricular opportunities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives.

## II. GOVERNANCE

The School will be an Era Independent School District public school and, as such, must follow all policies and procedures outlined in the Era Independent School District's Board Policies. The Principal of the School is responsible for day-to-day decisions regarding the operation and management of the School. The Principal is an Era Independent School District employee, and the selection of the Principal is governed by the Era Independent School District Regulations. According to Era Independent School District policy, the Principal will be supervised by a high school superintendent.

Notwithstanding the foregoing, the School must follow all NCTC 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.

Leadership and Advisory Committees consisting of representatives from all the Parties shall oversee the development and ongoing support of the School. Additional staff and faculty members, students and parents may be added as appropriate. In matters to be decided by the Leadership Committee, Era Independent School District, NCTC, Trident Process Systems and Era High School Advanced Technologies & Manufacturing Academy shall each have a single vote, and Trident's vote shall be limited to those matters where it has specific responsibilities set forth in Section III.A.

The Leadership Committee shall meet at least twice per year (Fall and Spring). The Leadership Committee shall address the School's Scope & Sequence plan, 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 Leadership Committee is empowered to suggest revisions to this Agreement on matters of the School's program focus. The Advisory Committee 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.

## III. ROLES AND RESPONSIBILITIES

### A. Trident Process Systems Responsibilities:

1. Committed to the full implementation of Overall School Model as outlined in Section I.
2. Ensure that every participating student receives mentoring from an Advanced Technologies & Manufacturing industry professional, including an opportunity to communicate in writing or online and face-to-face interaction on at least two occasions per year.
3. 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.

4. Identify a point-of-contact to manage Trident's responsibilities and other appropriate staff to participate in the Local Partnership Committee. This staff person will, among other duties, coordinate site visits to Trident's facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula.
5. 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 six-year tenure. Trident will provide an average of two to three (2-3) internship opportunities each year to students from the School. Trident will assist the School's staff in identifying additional organizations in the Advanced Technologies & Manufacturing field to ensure that each student has the opportunity to participate in multiple internships during the course of the program.
6. Work with the School's staff and the 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. Trident will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.
7. Allow NCTC, Era Independent School District, and the School's staff and students' appropriate access to Trident's facilities to support program activities, including, but not limited to, internships, job shadowing, mentoring, and other "real-life" work experiences for students.

#### B. North Central Texas College Responsibilities:

1. Be committed to the full implementation of the Overall School Model as outlined in Section I.
2. Allow the School's staff and students access to college facilities relevant to the academic success of the students.
3. Work with the School's staff and the 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. NCTC will identify specific courses needed to earn an associate degree, including opportunities for credit-bearing courses no later than 10<sup>th</sup> grade,

ensure that those courses are available at a time and place that is accessible to students in the School, and work with the School to determine which courses will be taught by college faculty, which by high school teachers with adjunct status, and which by a combination of the two.

4. NCTC faculty will collaborate with the School's teachers to ensure alignment and appropriate supports between high school and college-level courses. NCTC faculty will work with Trident to ensure that coursework is aligned to relevant technical skills and competencies.
5. NCTC will be responsible for ensuring college credit-bearing courses meet the rigor and standards of the college. As such, college courses offered to students at the School will be governed by the following:
  - o All courses offered for college credit must be regular NCTC courses, developed and approved by NCTC faculty, approved through NCTC governance, and listed in the NCTC course catalogue. The course syllabus determines course content, required textbooks, assessments, and policies on attendance and grading.
  - o All instructors of college-level courses must meet NCTC's academic requirements and are subject to the approval of the relevant NCTC department chairperson in consultation with the School's principal. In some instances, high school teachers (who are Era Independent School District employees) may meet the requirements for college-level instruction.
6. Work with the School to collect data on college course-taking and experiences. NCTC course registration must be entered into all appropriate college systems using appropriate program codes.
7. Coordinate with the Leadership and Advisory Committees to assure that the relevant degree is cost-free to students and their families, developing a financial plan to cover the cost of instruction (which may be less than published tuition rates), to access all available sources of financial aid and to cover fees, textbooks and all other costs from public funding, grants, scholarships, etc.

#### C. Era Independent School District Responsibilities:

1. Committed to the full implementation of the Overall School Model as outlined in Section I.
2. 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. Era Independent School District will work to develop a rigorous and

engaging curriculum that prepares students for college-level coursework and workplace experiences.

3. 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.
4. 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 Advanced Technologies & Manufacturing field.
5. Provide a space to house the School at the Era High School campus, located at 108 Hargorve St. Era, TX 76238. The facility will have sufficient space to support the activities and number of students described in Section I.
6. Allow NCTC and Trident faculty and staff appropriate access to the School to support program activities, along with other appropriate Advanced Technologies & Manufacturing industry leaders and members of leading nonprofit organizations.
7. Ensure that students of all backgrounds and abilities are eligible to attend the School. Era Independent School District will ensure that prior academic performance shall not be considered during the admissions process.
8. Provide regular operating funds to the School in the same manner as other Era public schools. Era Independent School District will identify additional funding streams that may be available to the School.
9. Support the School's Principal in identifying qualified staff to teach in the School.
10. Provide appropriate and relevant ongoing professional development for the School's Principal and staff.

#### IV. TERM AND TERMINATION

- A. Term. The term of this Agreement (the "Term") shall begin as of January 1, 2023 and end on June 30, 2025. This Agreement may be renewed by written agreement of the Parties.
- B. Termination.

1. This Agreement may be terminated by agreement of Era Independent School District and NCTC upon not less than ninety (90) days' prior written notice to Trident Process Systems.
2. Trident Process Systems may terminate its participation in this Agreement upon not less than six (6) months' prior written notice to Era Independent School District and NCTC.
3. Era Independent School District and NCTC may jointly terminate Trident Process Systems' participation in this Agreement for any reason upon not less than three (3) months' prior written notice to Trident Process Systems.
4. In the event of a material breach of this Agreement by Trident Process Systems, Era Independent School District and NCTC may jointly provide Trident Process Systems written notice of such breach, and Trident Process Systems shall have a period of thirty (30) days to cure the breach. If Trident Process Systems fails to cure the breach within the cure period, Era Independent School District and NCTC may jointly terminate Trident's participation in this Agreement upon not less than thirty (30) days' prior written notice to Trident.

#### V. MISCELLANEOUS

- A. Security. Non-Era Independent School District instructors and other personnel from NCTC and Trident Process Systems must be fingerprinted if they regularly are at the School. In the event of an accident or incident involving a student on a college campus, NCTC officials will immediately notify the Principal of the School. Era Independent School District and NCTC will cooperate in any investigation in connection with said incident or accident.
- 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 Contractors. 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, joint venturer, 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. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the activities contemplated herein.

F. Assignment. The provisions of this Agreement shall bind and inure to 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.

Dr. Shannon Luis

Era ISD Representative Signature

1-18-23

Date

Dr. Shannon Luis, Superintendent

Printed Name and Title

[Signature]

Trident Process Systems Representative

Signature

Date

1/17/23

PHILIP NEELEY / PRESIDENT

Printed Name and Title