

MEMORANDUM OF UNDERSTANDING BETWEEN
THE ACUTRONIC COMPANY
AND
BASTROP INDEPENDENT SCHOOL DISTRICT

The Acutronic Company and Bastrop Independent School District (“BISD”) (each a “Party”, together the “Parties”) enter into this Memorandum of Understanding (“MOU”) to develop a partnership in developing and implementing a P-TECH program as outlined and aligned to the design elements listed in the Texas Education Agency's P-TECH blueprint and other related programs that will support the development of a workforce pipeline in Manufacturing, Robotics, and Engineering.

This MOU intends to define the roles and responsibilities of a strong partnership between The Acutronic Company and BISD to provide a detailed plan for program development through recruitment, oversight advisory, and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

The Acutronic Company and BISD agree to work together to support the following common goals:

- Inform the other Party of any changes that may impact program delivery
- Develop a method of communicating needs and challenges
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career internships, and apprenticeship opportunities
- Collaborate to ensure students receive related coursework and administration support during the P-TECH program
- Work in partnership to establish additional partners to support the P-TECH program

The Acutronic Company agrees to partner or support the P-TECH program in the following items which are indicated “will support”:

Cannot Support:	Will Support:	Activity
	Yes	Provide an industry/business partner liaison with decision--making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design)
	Yes	Assist in the development of the course path and program monitoring via aggregate data review alongside the BISD staff, P-TECH leadership team, and/or advisory board (Benchmark 1: School Design);
	Yes	Assist in advising and supporting the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 1: School Design);
	Yes	Provide, when applicable, access to business and industry partners and work-based learning facilities, services, and resources (virtual and/or physical) (Benchmark 6: Work-Based Learning); (Examples would be job shadows and virtual speakers. Other requests will be reviewed as presented.)
	Yes	Assist the advisory board which meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and institute of higher education

		(IHE) to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline (Benchmark 1: School Design);
	Yes	Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our shared expertise and to the best of our shared knowledge (Benchmark 4: Academic Infrastructure);
	Yes	Assist in identifying and recruiting mentors for students. (Mentors would need to pass a BISD background check.)
	Yes	Provide opportunities, when applicable, to teachers to receive training like externships or other events. (Benchmark 1: School Design).
	Yes	Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 6: Work-Based Learning);
	Yes	Participate in defining and reviewing annual outcome-based measures. (Benchmark 1: School Design);
	Yes	Participate in advisory and leadership team meetings that will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber of commerce, non- profit foundations and IHE partner. (Benchmark 1: School Design);
	Yes	Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners. (Benchmark 1: School Design);
	Yes	Assist in refining and developing the career mentoring program. (Benchmark 1: School Design);
	Yes	Provide technical, resource, or mentor support, when applicable, to students' activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 1: School Design);
	Yes	Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to interview for any jobs for which the student is qualified that are available on the student's completion of the program. (Benchmark 6: Work-Based Learning);
	Yes	Serve as a reference to other businesses for the P-TECH program
	Yes	Select student that are participating in the P-TECH program for internships and/or apprenticeships at Acutronic sites (having been selected, such students shall formally participate in said internships

		and/or apprenticeships, working alongside Acutronic's employees)
	Yes	Will partner with BISD to create a qualification document for students to abide by to enter and maintain a positive status in Apprenticeship Program

BISD will:

- Provide, to the extent possible, a smaller learning community within a larger high school as the P-TECH program;
- Designate a leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; element 2a);
- Coordinate with business and industry partners to establish annual assessment measure and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction and Assessment);
- Coordinate with partner Institute of Higher Education (IHE) and business and industry partners to ensure curriculum alignment between high school, post-secondary and industry experience requirements;
- Establish a procedure or manner in the school for student to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign qualified US persons to participate in the program with business and industry employees;
- Provide assigned students, to the extent possible, a contiguous opportunity to apprentice at Acutronic facilities whereby students without significant absence, can mature their skill and abilities without significant periods away;
- Create a process/program where students are provided the opportunity to participate in summer apprenticeship work programs at Acutronic facilities to ensure continuity of skills;
- When applicable, secure in a reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in the program to prevent theft of such equipment and materials, but, in any event, BISD will not be liable to for the theft of or damage to any such equipment or materials;
- Will provide for such student transportation as may be required to and from partner IHE campuses as required under State law, and for any P-TECH field trips. each pursuant to applicable BISD rules and procedures;
- Provide for all student meal as required by state and federal law and BISD rules and procedures. P-TECH students may purchase food from foodservice facilities when away from their home P-TECH campus;
- Designate an adult sponsor to oversee the operation of mentoring a whole. This sponsor must either be a school employee, or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;
- Coordinate with college and industry partners to develop an implementation plan and annual operating budget.
- Sign and comply with The Acutronic Company's safety and compliance program
- Ensure that program participants working at Acutronic facilities are US persons

The Acutronic Company will:

- Provide sponsorship opportunities to approved programs within **BISD**
- Provide mentorship opportunities to approved programs within BISD. Mentors will be provided and managed by The Acutronic Company
- Programs hosted or sponsored by Acutronic will include soft-skill learning and work-based instruction.
- Acutronic will partner with Bastrop **ISD** to provide a curriculum tailored to manufacturing for

the P-TECH program.

- Provide students with on-the-job training opportunities at Acutronic facilities. Select student that are participating in the P-TECH program for internships and/or apprenticeships at Acutronic sites (having been selected, such students shall formally participate in said internship and/or apprenticeships, working alongside Acutronic's employees)
- Provide students with the opportunity to participate in the paid portion of the apprenticeship program. Such students will be financially compensated by Acutronic.
- Students who complete the standard apprenticeship program and are interested in full-time employment will be asked to complete a capstone at the end of the program.
- Students who complete the standard apprenticeship program and capstone shall be given the opportunity to apply for a full-time job (or part-time job, if pursuing further education) with Acutronic, following graduation from the P-TECH program. Note: participation in the standard apprenticeship program and/or internships with Acutronic does not obligate the students or Acutronic to enter into a long-term employment relationship.

Collection of Information

- The Acutronic Company will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) with the intention of communicating with students about and during student participation in the program.
- Students participating in the paid portion of the apprenticeship program and/or in any formal internships with Acutronic will be requested to provide additional personal identification information (PII), in line with Acutronic's normal hiring process and legal/compliance obligations.

Volunteers and Staff

- Volunteers/staff who are directly and actively participating or over-seeing the Apprenticeship Program shall complete the volunteer application and background check every calendar year following BISD procedures.
- Volunteers/staff agree to volunteer their services & resources to the district in support of the P-TECH program.
- The Acutronic Company will provide mentorship to students throughout the school year. The Acutronic Company is responsible for their mentors.
- The services & resources provided by The Acutronic Company for the District are at no cost to the district.
- None of the company's employees nor anyone acting on behalf of the company in the administration of its services to the District under the MOU shall be employed by the district nor considered a borrowed servant or borrowed employee of the District.

This MOU is subject to, and The Acutronic Company will comply with, BJSD's Board Policies regulations and administrative procedures. It is the responsibility of The Acutronic Company to ensure The Acutronic Company employees adhere to BISD's Policies. The Acutronic Company agrees and acknowledges that documents submitted to BISD may be subject to public disclosure under applicable open government laws.

Neither BISD nor The Acutronic Company will be liable for defaults or delay under the MOU due to act of God or the public enemy, acts, or demands of any governmental agency, strikes, fire, floods, accidents or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

In performing under the MOU, neither The Acutronic Company nor BISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion, or disability.

The Acutronic Company and BISD will retain and provide each other access to all records related to

this MOU. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive the termination or expiration of the MOU.

By entering and performing under this MOU, BISD does not intend to waive or diminish its sovereign or liability immunities, limit of liability, or defenses to which it is entitled under the law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive the termination or expiration of the MOU.

The Acutronic Company shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at a BISD school or wherever BISD students are present. If The Acutronic Company receives information that a covered employee has a reported disqualifying criminal history, The Acutronic Company will immediately remove the covered employee from performing under the MOU and notify the BISD of such removal in writing within three calendar days. If BISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information. The Acutronic Company agrees to discontinue using the employee in question to provide services under the MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to end on June 30, 2027. The parties agree to review these terms at the conclusion of the noted school year.

TERMINATION

This MOU may be terminated by either of the parties upon giving of (60) days' notice of termination to the other party at the addresses below:

For The Acutronic Company: ATTN: Florian Aigrain
3401 Ed Bluestein Blvd.
Austin, TX 78721

For BISD: Bastrop Independent School District ATTN: Nathan Mouser
906 Farm St
Bastrop, TX 78602

The individuals executing the MOU on behalf of The Acutronic Company and BISD acknowledge that they are duly authorized to execute this MOU. All parties hereby acknowledge that they have read and understood this MOU and the attachments and/or exhibits hereto. This MOU shall not become effective until executed by each party. Also, the parties acknowledge that they will perform their respective duties under this MOU only after it is fully executed.

I have read and agree to the terms and conditions outlined above.

BASTROP INDEPENDENT SCHOOL DISTRICT

Name (Print): Barry Edwards, Superintendent

Signature: _____

Company Name: The Acutronic Company

Name (Print): Florian Aigrain, President

Signature: _____
