

PARTNERSHIP MEMORANDUM OF AGREEMENT

AGREEMENT FOR THE DEVELOPMENT AND SUPPORT OF A NEW 9-12 EARLY COLLEGE & CAREER PREPARATORY SCHOOL

This Agreement (“Agreement”) for the development, support, and operation of a grades 9 through 12 early college and career preparatory school is effective as of Tuesday August 28, 2018, by and between the Laredo Independent School District, with principal offices located at 1702 Houston St. Laredo, Texas 78040; Laredo College, with its principal office located at West End Washington Street Laredo, Texas 78040; MG Builders with its principal office located at 8615 Casa Verde Rd. Laredo, Texas 78041; and Rogelio Garcia, Matias Ydrogo, Alexander Castro and Oscar Ramirez. (Each P-TECH 9-14 Partner is referred to herein individually as a “Party” and collectively as the “Parties”.)

WHEREAS, Laredo Independent School District, Laredo College, and MG Builders wish to enter into an agreement to set forth their continuing rights and obligations with respect to the development, support, and operation of Dr. Leo G. Cigarroa Pathway to Technology Early College High School;

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 [Name of P-TECH 9-12 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 and certificate in HVAC and Plumbing, thus preparing students to succeed in college and career. The program also includes authentic work experiences designed to prepare students for positions in the construction 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 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 in Year 4.

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 HVAC, plumbing and construction 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.



## II. GOVERNANCE

The School will be a Laredo Independent School District public school and, as such, must follow all policies and procedures outlined in the Laredo Independent School District Superintendent's Regulations. The principal of the School is responsible for day-to-day decisions regarding the operation and management of the School. The principal is a Laredo Independent School District employee, and the selection of the principal is governed by the Laredo Independent School District Regulations. For the duration of this Agreement, Laredo College and MG Builder shall also have input into the principal selection process. According to Laredo Independent School District policy, the principal will be supervised by a high school superintendent.

Notwithstanding the foregoing, the School must follow all Laredo College 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.

A Steering Committee 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 Steering Committee, Laredo Independent School District, Laredo College, MG Builders, R. Garcia, M. Ydrogo, A. Castro and O. Ramirez and Dr. Leo G. Cigarroa Pathway to Technology Early College High School shall each have a single vote, and MG Builder's vote shall be limited to those matters where it has specific responsibilities set forth in Section III.A.

The Steering Committee shall meet at least twice 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. The Steering 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 Steering Committee is empowered to suggest revisions to this Agreement on matters of the School's program focus. In cases where the Steering Committee is unable to resolve issues pertaining to the School, it will escalate issues in writing to the superintendent or CCMR director.

## III. ROLES AND RESPONSIBILITIES

### A. MG Builders Responsibilities:

1. MG Builders will be committed to the full implementation of Overall School Model as outlined in Section I.
2. MG Builders will ensure that every participating student receives mentoring from a construction industry professional, including an opportunity to communicate in writing or online and face-to-face interaction on at least two occasions per year.
3. MG Builders will 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. MG Builders will identify a dedicated staff person to manage MG Builders responsibilities and other appropriate staff to participate in the Local Partnership Committee. This dedicated staff person will be available at least 60% of the time (the equivalent of 3 days per week) to

support the relationship with the School. This staff person will, among other duties, coordinate site visits to MG Builders facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula.

5. MG Builders will 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 students in the PTECH school will participate in one to three internship experiences during his or her four year tenure. MG Builders will provide a minimum of thirty (30) internship opportunities each year to 11<sup>th</sup> and 12<sup>th</sup> grade students from the PTECH School. MG Builders will assist the School's staff in identifying additional organizations in the construction field to ensure that each student has the opportunity to participate in multiple internships during the course of the program.
6. MG Builders will 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. MG Builders will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.
7. MG Builders will allow Laredo College, Laredo Independent School District, R. Garcia, M. Ydrogo, A. Castro and O. Ramirez and the School's staff and students appropriate access to MG Builders facilities to support program activities, including, but not limited to, internships, job shadowing, mentoring, and other "real-life" work experiences for students.

B. Laredo College Responsibilities:

1. Laredo College will be committed to the full implementation of the Overall School Model as outlined in Section I.
2. Laredo College will allow the School's staff and students access to college facilities relevant to the academic success of the students.
3. Laredo College will 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. Laredo College will identify specific courses needed to earn an associate degree or certification in HVAC, plumbing and construction, 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. Laredo College faculty will collaborate with the School's teachers to ensure alignment and appropriate supports between high school and college-level courses. Laredo College faculty will work with MG Builder to ensure that coursework is aligned to relevant technical skills and competencies.
5. Laredo College 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:

- All courses offered for college credit must be regular Laredo College courses, developed and approved by Laredo College faculty, approved through Laredo College governance, and listed in the Laredo College course catalogue. The course syllabus determines course content, required textbooks, assessments, and policies on attendance and grading.
  - All instructors of college-level courses must meet Laredo College's academic requirements and are subject to the approval of the relevant Laredo College department chairperson in consultation with the School's principal. In some instances, high school teachers (who are Laredo Independent School District employees) may meet the requirements for college-level instruction. If Laredo Independent School District employees teach college-level courses as part of their regular teaching load, they are not eligible for additional compensation.
6. Laredo College will work with the School to collect data on college course-taking and experiences for submission to the R. Garcia, M. Ydrogo, A. Castro and O. Ramirez database. Laredo College course registration must be entered all appropriate college systems using appropriate program codes.
  7. Laredo College will provide dedicated staff to work on the initiative, including a college liaison who has the authority to coordinate with the School on R. Garcia, M. Ydrogo, A. Castro and O. Ramirez's behalf.
  8. Laredo College will coordinate with the Steering Committee to assure that the relevant degree is cost-free to students and their families, as well as have access to all available sources of financial aid and to cover fees, textbooks and all other costs from public funding, grants, scholarships, etc.

C. Laredo Independent School District  
Responsibilities:

1. Laredo Independent School District will be committed to the full implementation of the Overall School Model as outlined in Section I.
2. Laredo Independent School District 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. Laredo Independent School District will work to develop a rigorous and engaging curriculum that prepares students for college-level coursework and workplace experience during the practicum phase.
3. Laredo Independent School District will 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. Laredo Independent School District 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 construction field during practicum phase.

5. Laredo Independent School District will provide a space to house the School at the Dr. Leo G. Cigarroa High School, located at 2600 Zacatecas Laredo, Texas 78046. The facility will have sufficient space to support the activities and number of students described in Section I.
6. Laredo Independent School District will allow Laredo College and MG Builder faculty and staff appropriate access to the School to support program activities, along with other appropriate construction industry leaders and members of leading nonprofit organizations.
7. Laredo Independent School District will ensure that students of all backgrounds and abilities are eligible to attend the School. Laredo Independent School District will ensure that prior academic performance shall not be considered during the admissions process.
8. Laredo Independent School District will provide regular operating funds to the School in the same manner as other Laredo public schools. Laredo Independent School District will identify additional funding streams that may be available to the School, including but not limited to federal Perkins program funding.
9. Laredo Independent School District will support the School's principal in identifying qualified staff to teach in the School.
10. Laredo Independent School District will provide appropriate and relevant ongoing professional development for the School's principal and staff. Laredo Independent School District will share best practices from other Laredo public schools that effectively serve a wide range of high school students in achieving college and career readiness.

**D. Rogelio Garcia (CCMR Director) Matias Ydrogo III (Assistant Principal), Alexander Castro (PTECH master teacher) and Oscar Ramirez (PTECH master teacher) Responsibilities:**

1. R. Garcia, M. Ydrogo, A. Castro and O. Ramirez will be committed to the full implementation of the Overall School Model as outlined in Section I.
2. R. Garcia M. Ydrogo, A. Castro and O. Ramirez will work with the School's staff and the other Parties to develop a coherent scope & sequence of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model. R. Garcia M. Ydrogo, A. Castro and O. Ramirez will share information from other early college schools' Scope & Sequence plan documents to help inform the School's program.
3. R. Garcia, M. Ydrogo, A. Castro and O. Ramirez will provide technical assistance to the School in the following areas: identifying qualified staff, developing curriculum, engaging community members, and implementing student support services.
4. R. Garcia, M. Ydrogo, A. Castro and O. Ramirez will provide appropriate and relevant professional development for the School's principal and staff. R. Garcia, M. Ydrogo, A. Castro and O. Ramirez will share best practices from other P-TECH 9-12 schools in Laredo, Texas.
5. R. Garcia, M. Ydrogo, A. Castro and O. Ramirez will work with other offices to develop policies and practices that are supportive of P-TECH 9-14 schools. R. Garcia, M. Ydrogo,

- A. Castro and O. Ramirez will establish policies that enable graduates of the School to apply to Laredo College as transfer students.
6. R. Garcia, M. Ydrogo, A. Castro and O. Ramirez will maintain a database of college course enrollments and outcomes for the School (and other P-TECH 9-12 schools in Laredo). M. Ydrogo, A. Castro and O. Ramirez will report on the progress and outcomes of the School on a regular basis.
7. R. Garcia M. Ydrogo, A. Castro and O. Ramirez will maintain student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students.

#### IV. TERM AND TERMINATION

A. Term. The term of this Agreement (the "Term") shall begin as of August 28, 2018 and end on August 28, 2019. This Agreement may be renewed by written agreement of the Parties.

B. Termination.

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

#### V. MISCELLANEOUS

- A. Security. Non- Laredo Independent School District instructors and other personnel from Laredo College and MG Builders 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, Laredo College officials will immediately notify the Principal of the School. Laredo Independent School District and Laredo College 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.

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For more information about the P-TECH 9-14 model, please visit [ptech.org](http://ptech.org)

Memorandum of Understanding is executed and effective upon the date indicated below.

MG Builders

Dr. Leo G. Cigarroa High School

Rafael A. J. (General Manager)  
Name, (Title)

Laura Flores  
Laura Flores, Principal

9/10/2018  
Date

9/10/18  
Date

matias y hang  
Name, Title Asst. Principal  
Sept. 10, 2018  
Date