



P-TECH MODEL

AGREEMENT BETWEEN ONCOR ELECTRIC DELIVERY COMPANY LLC AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT (hereinafter referred to as " Agreement") is made and entered into by and among Oncor Electric Delivery Company LLC (hereinafter referred to as "Oncor") and Fort Worth Independent School District (hereinafter referred to as "FWISD"; together with Oncor, the "Parties") and sets forth the roles of the Parties in regard to the implementation of the Pathways to Technology Early College High School ("P-TECH") model at Tarrant County College ("TCC") South/FWISD Collegiate High School (the "Program").

This Agreement supersedes any and all previous documents, or agreements defining the role or scope of involvement Oncor has in support of the Program.

OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating TCC South/FWISD Collegiate Energy Technology Early College High School at TCC South Campus ("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, 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 postsecondary 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, students who are 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 9th grade class and will grow by approximately 100 students each year, until the school reaches full capacity of 400 students.

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 the Energy and/or Business field. All college courses offered to students while enrolled in the School will be provided to students free of charge. All Tarrant County College District ("TCCD") college fees for courses offered to students under this Agreement will be defrayed by TCCD scholarships for students.

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.

ROLES AND RESPONSIBILITIES

A. Oncor Responsibilities

1. Oncor will support the implementation of the Overall School Model as outlined herein.
2. Oncor will provide mentoring to participating students. The number of students mentored and the professions of the mentors will be decided collaboratively between Oncor and the other Program industry participants as the Program progresses. Prior to performing services under this Agreement, all mentors must register and clear the required criminal background check as outlined by Voly (FWISD's volunteer database system).
3. Oncor will give to students who receive work-based training or education from Oncor under the Program priority in interviewing for any externally posted position in the City of Fort Worth for which the student is qualified and that are available when the student has completed the program. Oncor will also work with the other Parties to outline the key skills students will need to succeed in those positions.
4. Oncor will assign a resource to manage Oncor's responsibilities. This resource will, among other duties, coordinate site visits to Oncor facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula. Oncor will also provide a resource or resources to participate in the Local Partnership Committee. Under this Agreement, the Local Partnership Committee is comprised of representatives from TCC South/FWISD Collegiate High School, Oncor, and other Program industry participants as reasonably determined by those parties.
5. Oncor 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. Oncor will, in good faith and to the extent practicable, provide internship opportunities during the term of this Agreement. Oncor will assist the School's staff in identifying additional organizations in the Energy and/or Business field 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.
6. Oncor will work with the School's staff and the other Parties to this Agreement to assist the School 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. Oncor will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.

7. Oncor will, to the extent practicable and consistent with its policies, allow FWISD/TCC South/FWISD Collegiate High School and the School's staff and students access to Oncor's facilities to support program activities, including, but not limited to, flexible scheduling, internships, job shadowing, mentoring, and/or other "real life" work experiences for students.

B. FWISD/TCC South/FWISD Collegiate High School Responsibilities:

1. FWISD/TCC South/FWISD Collegiate High School will be committed to the full implementation of the Overall School Model as outlined within this Agreement.
2. FWISD/TCC South/FWISD Collegiate High 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/TCC South/FWISD Collegiate High School will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
3. FWISD/TCC South/FWISD Collegiate High School will establish a college-like 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:
 - a. time management;
 - b. collaboration;
 - c. problem-solving;
 - d. leadership;
 - e. study skills;
 - f. communication; and
 - g. tenacity.
4. FWISD/TCC South/FWISD Collegiate High School 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 Energy and/or Business field.
5. FWISD/TCC South/FWISD Collegiate High School will provide a facility to house the School at FWISD Collegiate High School, located at 5301 Campus Dr. Fort Worth, TX 76119. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
6. FWISD/TCC South/FWISD Collegiate High School will allow Oncor 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.
7. FWISD/TCC South/FWISD Collegiate High School will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the School.

FWISD/TCC South/FWISD Collegiate High School will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.

8. 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.
9. FWISD will support the School's principal in identifying qualified staff to teach in the School.
10. FWISD will provide appropriate and relevant ongoing professional development for the School's principal and staff. FWISD/TCC South/FWISD Collegiate High 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.
11. FWISD will provide the criminal background checks for all mentors under this Agreement.
12. FWISD will provide transportation for work-based learning experiences. Students will be allowed to drive to internships following FWISD policy.

CONFIDENTIALITY OF INFORMATION

- A. FWISD agrees to limit the disclosure to Oncor of personally identifiable information from student education records pursuant to the Family Educational Rights and Privacy Act ("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)(1).
- B. Texas Public Information Act ("TPIA"). Oncor acknowledges that the 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:
 - I. 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 official business of the FWISD.

TERM & TERMINATION

A. Term:

This Agreement shall begin when it is fully executed and shall continue through June 30, 2020. Thereafter, this Agreement may be renewed for up to two (2) one-year terms, provided that:

- I. 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 Agreement;
2. Oncor is not in default of this Agreement; and
3. This Agreement has not been terminated.

B. Termination:

This Agreement may be terminated immediately at any time for any reason by either of the Parties with written notice to the other Party hereto.

GOVERNING LAW AND VENUE

This Agreement 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 Agreement or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

MODIFICATION

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

MISCELLANEOUS PROVISIONS

- A. Parties to this Agreement warrant that their 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. 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, Oncor shall have the right to suspend or terminate any Oncor mentorships or internships of students in the Program. All students in the Program taking part in mentorships or internships at Oncor or who are otherwise present at Oncor facilities are expected to comply with all Oncor policies and procedures, including all safety policies and rules.
- C. In the performance of their obligations under this Agreement, Parties to this Agreement 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 Agreement, 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 any way suggest the existence or formation in this Agreement of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners.
- E. The provisions of this Agreement are solely for the benefit of the Parties to this Agreement. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. No student, parent, or other person or entity who is not party to this Agreement shall be regarded for any purpose as a third party beneficiary of this Agreement or shall have any rights to enforce any provisions of this Agreement.
- F. Parties to this Agreement 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 Agreement agree that neither Oncor nor its representatives shall have any liability hereunder for any special, indirect, incidental, consequential, punitive or exemplary damages or for any monetary damages of any nature.
- H. This Agreement 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.

SIGNATORY CLAUSE

The individuals executing this Agreement on behalf of FWISD and Oncor acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Oncor Electric Delivery Company LLC

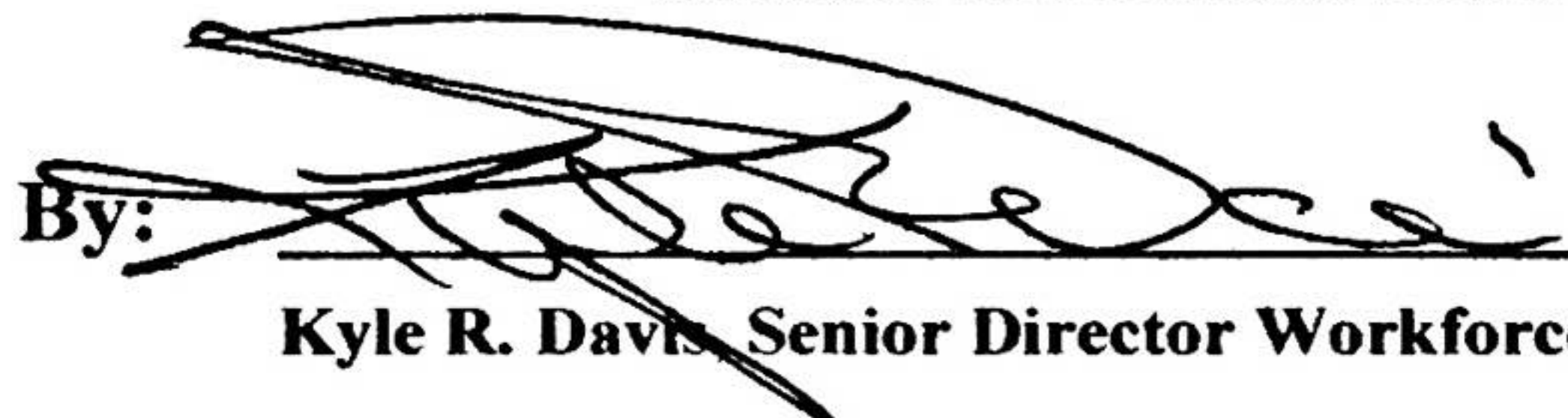
Kyle R. Davis
Senior Director Workforce Strategy & Labor Relations
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, TX 75202

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