

MOU between Kautex Textron and Brooks Academy of Science and Engineering SY 2021-2022

Purpose

The Parties described as Kautex Textron (company) and Brooks Academy of Science and Engineering (school) are entering into this MOU (Memorandum of Understanding) for providing Student support of Work Based Learning (WBL) Experience /Placement of Middle and High School students as part of the current school's **T-STEM** and Pending **P-Tech's** related Engineering/Manufacturing Program of Study for 2021-22.

Responsibilities of the Parties

Parties (Parties) understand that each should be able to fulfill its responsibilities under this Memorandum of Understanding (MOU) in accordance with the provisions of law and Regulation that govern their respective operation activities.

Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time the Parties are unable to perform their functions under this MOU consistent with such Parties statutory and regulatory mandates, the affected Parties shall immediately provide written notice to the others seeking a mutually agreed upon resolution.

Kautex Textron agrees to provide -through agreed upon schedules and availability:

- Onsite student tours (pre-arranged on date(s) and number of 6-12th grade students allowed per visit)
- A company representative to sit on the school's combined TSTEM /P-Tech Advisory Committee for scheduled Meetings to help guide and evaluate school's curriculum and best practices and offer Company assistance when appropriate.
- Guest speaker(s) to school students either in person or virtual mentor volunteers scheduled on school site visits for student projects guidance and evaluations.
- Job Shadowing opportunities on-job site for interested and eligible junior and senior students.
- Unpaid (or *paid** supervised Internships) to select eligible and qualified school's Junior / Seniors either during school year or in summer and allow interns to used selected equipment when directly trained on it by company supervisor and under direct adult supervision.
- Provide limited summer Teacher Externships that will further be teaching in the school's program through best practices and equipment familiarization for assigned or interested teachers.
- Allow placed Senior P-Tech interns to be given first consideration to apply for company employment/apprenticeship openings without being obligated to hire.
 - Company assistance through either financial donation/gift and/or surplus Equipment / supplies donation(s) in direct support of School's related Engineering/manufacturing Program or sponsorship of related school Program's Student Activity.

**paid internships Requires a separate signed agreement and different sets of responsibilities set by state and federal law*

Brooks Academy of Science and Engineering will provide:

- Referrals to the Company of academic and technical skilled eligible and interested students for internship consideration or job shadowing.

- Communicate and Assist in collaborating the scheduling of company site visits, job shadowing, mentoring, and guest speakers' appointments.
- Promote the School - Company partnership by displaying company Banners at select school events and /or on sponsored student projects and allowed competitive events using provided company Logos and the like and through the various forms of social media and print.
- Provide company sponsor table(s) at select school events/Fests.

Confidentiality

Parties to this MOU agree to comply with the applicable sections of any appropriate statute or requirement to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery or evaluation of such services.
2. No person will publish or disclose, use, or permit to be published, disclosed, or used, any respective confidential information pertaining to applicants, participants, or students overall.
3. Each of the Parties will agree to abide by the current confidentiality provisions of Respective statutes and shall share information necessary for the administration of the program including accountability. To the extent allowable and in accordance with each of the Parties governing state and/or federal laws and regulations, Parties, therefore, agree to share client information necessary for provision of services and accountability.
4. Any information deemed confidential under state or federal law provided to or developed by any of the Parties in the performance of the duties described in this MOU shall be kept confidential and shall not be made available to any individual or organization without the approval of all Parties; however, the Parties shall make administrative, fiscal, program and participant records available as required by law for audit purposes to assist in the performance of state/federal responsibilities.
5. Parties shall notify remaining Parties promptly of any unauthorized possession, use, knowledge or attempt thereof, of any other Parties data files or other confidential information and shall, promptly furnish to that parties' full details, of the unauthorized release of such confidential information and shall assist with the investigation or prevention of the further release of such information.

Termination Provisions

Notification of termination shall be given to all Parties at least 30 days prior to the intended date of termination.

Extension

Parties to this MOU may extend the MOU for a specified time or responsibilities. Any notification of extension must be by mutual agreement and must be in writing. Notification of intention to extend the MOU must be given at least 30 days prior to the expiration of the MOU. Any extension of or amendment to this Memorandum will be pursuant to the terms stated herein.

Parties agree to review this MOU at least annually and provide written suggestions as to recommended changes, clarifications, deletions or addition, an addendum signed by the authorized representatives of the Parties shall be sufficient to modify the MOU.

Amendment

This Memorandum shall not be altered, changed or amended except by instrument in writing (New MOU or ADDENDUM) and executed by the Parties hereto by their respective signatures.

Notice of Failure to Perform

If any of the Parties to this MOU, are dissatisfied with the performance of any of the Obligations imposed on the other Parties under the terms of this Memorandum, the dissatisfied Parties shall give written notice to the non-performing Parties of the duties which the dissatisfied parties believe have not been performed.

The non-performing Parties shall have 10 days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied Parties to resolve any disagreement between the Parties.

Scope of Agreement

This MOU incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this MOU.

No prior agreement or understandings verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

Liability

Parties shall each be responsible for their respective liability. None of the Parties shall be responsible for the liability of the other Parties as a result of acts or omissions in connection with the performance of this MOU. Each Party must maintain and present documentation of all required professional insurance.

Brooks Academy affirms that it carries a liability insurance policy sufficient in amount and coverage, which will apply to any personal injury or loss that may occur.

Scope of Contract

This MOU incorporates all the contracts, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written MOU.

No prior contract or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU by agreement in the form of a written and signed addendum.

Duration of MOU

This MOU shall be in force from **January 3 2022 to January 1 2023.**

Notice

Any notice required to be given pursuant to the terms of this MOU shall be in writing and shall be hand-delivered or sent by certified mail to the addresses listed in **Exhibit A: List of Addresses**; attached hereto. Either party to this MOU may change the address to which notice(s) is/are to be submitted by notice delivered pursuant to this section.

Signatures:

In Witness Whereof, the duly authorized representatives of the parties have executed this MOU effective as of 1/19/22

Company

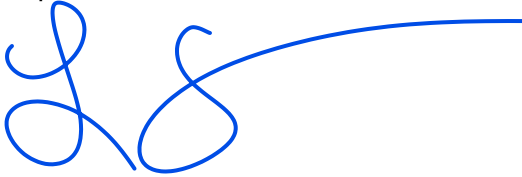
Kautex

School principal

STEM Instructional Coach

Career and College Counselor

Superintendent

A handwritten signature in blue ink, consisting of stylized initials and a long horizontal stroke extending to the right.

Appendix A

Brooks Academy of Science and Engineering
3802 Global Way
San Antonio, Texas 78235

Kautex Textron Manufacturing
5500 N Loop 1604 E
San Antonio, Texas 78247