

MEMORANDUM OF UNDERSTANDING
by and between
the Pflugerville Independent School District
and
City of Pflugerville

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement between the **Pflugerville Independent School District**, hereinafter referred to as PfISD and **City of Pflugerville** hereinafter referred to as City.

I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities regarding the Summer Skilled Trades: Water Operation Academy.

II. Duration of Agreement

The Agreement will commence on April 1, 2024 and shall remain in full force until April 1, 2025. This agreement may be extended upon review of terms and conditions to ensure appropriate funding and delivery of services if all parties are in agreement. The agreement may be extended at any time during the designated period with written notice by any party or if there are substantial amendments. The agreement may be terminated at any time with thirty (30) days written notice without cause.

III. City of Pflugerville

The City of Pflugerville is a municipality that provides water and wastewater services to their ratepayers within their water and wastewater Certificates of Convenience and Necessity (CCN). These services include surface water diversion and treatment, maintenance of over 200 miles of water distribution pipelines, wastewater collection and conveyance with over 200 miles of wastewater collection pipelines, and wastewater treatment services.

IV. Pflugerville Independent School District

The PfISD is a public school district based in Pflugerville, Texas. The district serves over 25,000 students on 34 campuses, including 21 elementary schools, 7 middle schools, 4 high schools, and 2 alternative schools. With a mission to provide innovative opportunities for all students to learn and succeed, PfISD has become a top choice for families seeking quality education in the region. PfISD offers 22 career and technical education programs, each with a goal of career and college readiness for all students, including industry-based certification and college credit, where available.

V. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party/ies shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

VI. Services Provided

Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this agreement shall be as follows:

1) PfISD shall:

- provide a campus classroom for instruction
- provide computers for instruction and TCEQ testing
- pay a PfISD employee to serve as a course facilitator and chaperone for the duration of the academy
- provide and pay for transportation for all participating students to/from site visits
- provide school breakfast/lunch, through Aramark, for all participating students
- communicate the academy schedule with partners, at least one week prior to start date
- provide a copy of the documentation types all participating students will need to bring to the academy, at least one week prior to start date
- provide transportation to/from the campus for PfISD participating students, as needed
- secure a Data Privacy Agreement for student data to be collected by TEEX training staff and Texas Commission on Environmental Quality (TCEQ) for licensing application

2) City shall:

- provide subject matter experts within the water and wastewater utility trade to provide supplemental instruction and field instruction
- provide opportunities for field trips and tours for students that are enrolled in the Summer Skilled Trades: Water Operation Academy
- provide a financial contribution not to exceed \$5,000 annually to offset academy expenses
- provide any Summer Skilled Trades enrollee with appropriate personal protective equipment and adequate training on use at each of the respective work locations within City's facilities
- provide each Summer Skilled Trades enrollee with an interview for an open position with the City's water and wastewater utility
- host up to 8 (eight) class of 2025 students who successfully complete the summer 2024

academy and earn their Provisional Class D Water Operator license as interns up to 40 (forty) work days between July 2024 and May 2025.

IX. Confidentiality

All parties shall secure the confidentiality of records and agree and acknowledge that all information provided to them by the other parties is confidential by law and will only be used for the purposes set forth in this agreement. Any request for information received pursuant to the Texas Open Meetings Act (the "Act"), *Texas Government Code* Chapter 552, for information related to this agreement, will be processed accordingly under the Act by the receiving party. The receiving party will timely notify the other party of said request for any of its information and make a good faith effort to coordinate on any response or release.

Student information required for Texas Commission on Environmental Quality (TCEQ) records:

- Last name, first name, middle initial
- Social Security Number, or Personal Identification Number
- Mailing address, city, state, zip code
- Home phone number
- Work (or cell phone) number
- Date of birth
- Highest level of education
- Copy of High School Diploma (as soon as available)
- 20-hour Class D Water Operator Training Certificate
- Criminal background check, including all convictions (deferred or dismissed cases above a Class C Misdemeanor regardless of age) and all arrests, regardless of age

X. Other Provisions or Agreements

Any alterations, additions, or deletions to the terms of this agreement which are required by changes in the state law, federal law, or by regulations are automatically incorporated in this agreement without written amendment and shall become effective on the date designated by such law or regulation. Any party from time to time may seek to amend this agreement. A notice of the intention to amend the contract must be provided to the other parties to the agreement 30 days prior to the effective date of the proposed amendment. Any amendment must be approved by both parties in the same manner as the original agreement before it is effective.

Equal Opportunity and Non-Discrimination and Disabilities Provision: All parties agree to abide by the Equal Opportunity and Non-Discrimination provisions the following laws:

- WIOA Title I, Section 188 — Nondiscrimination
- Titles VI and VII of the Civil Rights Act of 1964
- Title IX of the Education Amendments of 1972
- The Pregnancy Discrimination Act

- Equal Pay Act of 1963
- Age Discrimination in Employment Act of 1967 (AREA)
- Americans with Disabilities Act of 2008, as amended by the Americans with Disabilities Act of 1990 (ADA), including Title II
- Sections 102 and 103 of the Civil Rights Act of 1991
- Sections 501, 504 and 505 of the Rehabilitation Act of 1973.
- The Genetic Information Nondiscrimination Act of 2008 (GINA)
- Other Federal and State required accessibility and non-discrimination requirements

XI. Grievance Procedure

In the instance of a dispute between the parties to this agreement, the process for resolution is agreed to as follows:

- informal discussion between the parties must occur;
 - formal discussion of the disagreement constitutes the second step;
- failing to find a resolution in steps one or two, outside mediation should be considered; and
- non-binding mediation constitutes the final step in the resolution process in accordance with this agreement.
 - The remedies identified herein are not intended to be exclusive remedies.

APPROVED:

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Pflugerville Independent School District:

(signature of designated representative)

Adelaida Olivarez, Chief Academic/Innovation Officer

Date: 4.9.2024

City of Pflugerville

(signature of designated representative)

(Insert Name, Title)

Date: _____