



## **Pathways in Technology Early College High School**

**Merkel Independent School District**

**AND**

**Visualutions, Inc.**

**Agreement**

This non-exclusive, non-transferrable agreement is entered into by and among Visualutions, Inc., a corporation incorporated under the laws of the State of Texas with its principal place of business in Spring, Texas; and the Merkel Independent School District ("Merkel ISD"), a Texas political subdivision of secondary education; and sets forth the roles of the various parties in regard to the implementation of the Pathways in Technology Early College High School ("P-TECH.")

P-TECHs are a Career and Technical Education (CTE) based partnership between the secondary school campus and an industry partner. The 9-14 model is designed to equip students with the appropriate training and certifications to graduate high school, with industry certifications, earn an associate's degree or 60 hours of dual credit, go on to additional post-secondary training, or secure employment. The P-TECH is designed to prepare students for specific positions aligned to the industry partner's career fields through mentoring, industry training, workplace visits, internships, and certification.

### **Overall School Model:**

The school is open to students of all backgrounds and ability levels, but the entry level for all students is the ninth grade due to the prerequisite courses that students need to be successful in the program.

The high/secondary school and industry partner shall work together to develop a curriculum with relevant workplace learning experiences. Additionally, all parties shall develop a scope and sequence that will offer students opportunities to participate in work-based learning to develop specific skills needed for industry positions. It shall be noted that schools may partner with more than one industry.

### **Industry Partner Responsibilities:**

The industry partner will assume the following roles and responsibilities:

1. Commit to the full implementation of the school model;
2. Ensure all participating students receive mentoring from a professional from the industry partner and are earning the appropriate certification(s) desired by the workforce;
3. Provide an opportunity for students to communicate in writing or online; and face-to-face interactions on at least two occasions per year with industry professionals;
4. Provide supervisors or Human Resource managers to collaborate with the high/secondary school to determine the appropriate entry-level and/or mid-level positions students may qualify for upon graduation, work with all parties to map out the key skills needed for students to succeed in those positions, and consider students for employment;
5. Appoint staff to work with the high/secondary school, manage the relationship, match mentors with students, create workplace learning opportunities, identify appropriate work-based learning opportunities; organize site visits and guest speakers, and assist the school and with the developing appropriate certification opportunities (embed workplace learning opportunities in the model developed with the school);
6. The industry partner will assist in defining and providing opportunities for appropriate workplace learning experiences (e.g.; speakers, site visits, internships, apprenticeships) to prepare students for the world of work;
7. Assist in developing high-quality work related projects for students that can be incorporated into the academic program; and
8. Allow all parties access to the industry site and specific facility sites to support the program, specific curricular activities, related projects, internships, job shadowing, mentoring, and other related "real-world" work experiences for students;
9. Provide input regarding co-curricular activities and enrichment opportunities including Career and Technical Student Organizations, competitions, and other activities to better prepare students for the workforce.

### **Merkel ISD Responsibilities:**

1. Merkel ISD 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. Merkel ISD will work to develop a rigorous and engaging curriculum that prepares students for career and workplace experiences.
2. Merkel ISD will establish a workplace culture for all students at the school, which requires engaging students in industry certification(s), 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.
3. Merkel ISD 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 industry/field.
4. Merkel ISD will allow Visualutions, Inc. 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.
5. Merkel ISD will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the school. Merkel ISD will ensure that prior academic performance shall not serve to disqualify students during the P-TECH selection and admissions process.
6. Merkel ISD will provide regular operating funds to the school in the same manner consistent with other Merkel ISD schools. Merkel ISD will identify additional funding streams that may be available to the school, including but not limited to federal Perkins program funding.
7. Merkel ISD will support the school's principal in identifying qualified staff to teach in the school.
8. Merkel ISD will provide appropriate and relevant ongoing professional development for the school's principal and staff. Merkel ISD will share best practices from other schools that effectively serve a wide range of high school students in achieving college and career readiness.
9. Merkel ISD will provide the criminal background checks for all mentors.
10. Merkel ISD will provide funding to cover transportation for students to participate in work-based learning experiences.



**Term:**

This Partnership Agreement shall become effective upon execution by the second signatory, and will thereafter automatically renew for one-year terms until June 2024; however, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other. In the event of any such termination by Visualutions, Inc., Visualutions, Inc. shall use reasonable efforts to allow the students already participating in the P-TECH to complete the program at their school working with the Visualutions, Inc..

**Termination:**

This agreement may be terminated at any time for any reason by any of the signing parties with written notice to the other signatory parties. If this agreement is terminated during an academic term, Students enrolled in the classes under this agreement will be allowed to finish their internship.

**Governing Law:**

Any and all documents, as well as this agreement, shall be governed by the current applicable laws of the State of Texas.

**Confidentiality:**

It is therefore agreed that the terms and conditions contained within this agreement shall be held in the strictest confidence by both parties.

**Legal Fees and Expenses:**

Visualutions, Inc. and Merkel ISD shall bear their own fees and expenses associated with this and any subsequent agreements.

**HIPAA, Privacy, and Confidentiality:**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that requires the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.

Visualutions Inc., works in partnership with numerous medical-related customers as a Business Partner and each of the entities that work in conjunction with Visualutions, Inc. must comply with HIPAA rules and regulations regarding privacy and confidentiality.

Any person or organization that works with Visualutions is required to attend/participate in HIPAA Training and required to sign a privacy and confidentiality policy before working. Anyone failing to adhere to the privacy and confidentiality policy can be held accountable.



**Contact Information:**

In the event of personnel change or absence, the following persons are designated as primary and secondary contacts for the program until return of personnel or adaptations to program:

**Visualutions, Inc.**

**Primary: Brandon Batchelor**  
Intern & Talent Development Coordinator  
Visualutions, Inc.  
7440 Mintwood Ln.  
Spring, TX 77379  
281-297-2257

**Secondary: Karen Nimon**  
Director of HR and Talent Development  
Visualutions, Inc.  
7440 Mintwood Ln.  
Spring, TX 77379  
281-297-2257

**Merkel ISD**

**Primary: Aimee Allen**  
CTE Director  
Merkel ISD  
314 Manchester Dr.  
Merkel, TX 79536  
325-928-5813 Ext. 1109

**Secondary: Renee Carey**  
High School Principal  
Merkel ISD  
2000 S. 7th St.  
Merkel, TX 79536  
325-628-4667 Ext. 1501



**Signatory Clause:**

The individuals executing this agreement on behalf of Merkel Independent School District and Visualutions, Inc. 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.

Visualutions, Inc.

Joseph Craigen, CEO  
Visualutions, Inc.  
7440 Mintwood Ln.  
Spring, TX 77379

Merkel ISD

Joseph O'Malley, Superintendent  
Merkel ISD  
314 Manchester  
Merkel, TX 79536

Visualutions, Inc.

By: Joseph E. Craigen, Jr Date: 11/16/2022  
Visualutions, Inc., CEO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Visualutions, Inc. Attorney

Merkel Independent School District

By: Joseph O'Malley Date: 10/28/22  
Merkel ISD, Superintendent

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Merkel ISD Legal Counsel (for Merkel ISD Only)