



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Professional Services Agreement Transmittal Form

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 FINANCE OFFICE
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Please attach this form to your proposed contract/agreement/grant proposal when you submit it for approval.

SAN ANTONIO ISD:		CONTRACTING PARTY:	
Contact Person:	Johnny Vahalik	Service Provider who is to Receive Payment:	Accenture Federal Services, LLC
Title:	Sr. Executive Director for College, Career and Military Readiness	Contact Person:	Atree Desai
Department/School:	Career and Technical Education Dept.	Address:	10931 Laureate Dr. San Antonio, TX 78210
Phone #:	210-554-2610	City, State, Zip:	
E-mail:	JVAHALIK1@saisd.net	SAISD Vendor No. (if available)	
		Phone #:	571-414-2922
		E-mail:	

PROPOSED AGENDA SUBMISSION DATE: (If applicable)

Have you reviewed – “STEP ONE: Ensure Independent Contractor Status” in Administrative Procedure C18
 YES NO N/A

Have you reviewed the SAISD Guidelines For Professional Services which are listed on the back of the Professional Services Invoice [FORM C18-C] with the service provider so the service provider is aware of reimbursement limitations and requirements and the method for submitting appropriate receipts and forms?

YES NO N/A

Do you have an existing budget code to pay this cost? Questions have been discussed with the Budget Office.

YES NO N/A

Budget Code Required: N/A

Are you utilizing Federal Funds or Special Revenue Funds? If yes have you reviewed information on Administrative Procedure C13 “District Purchasing Process (Local and Federal Funds) and C43 “Grant Management”?

YES NO N/A

Have you discussed personnel and insurance liability issues (e.g., substitutes, new employees, insurance policies, etc.) with Human Resources and Employee Benefits/Risk Management?

YES NO N/A

Have you discussed campus and building requirements (e.g., heating/air conditioning, building open on non-work day or after hours, food service requirements, security, installation of circuits, etc.) with appropriate department?

YES NO N/A

REVIEWED AND APPROVED:

1. Department Head

Signature: Johnny Vahalik Date: 10/17/18

2. Deputy /Associate Superintendent /Senior Executive Director/LED

Signature: Patricia Salzman Date: 10/18/18

3. Finance Department

Signature: Dan Date: 12/5/18

MEMORANDUM OF UNDERSTANDING

BETWEEN

ACCENTURE FEDERAL SERVICES, LLC

AND

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Accenture Federal Services, LLC (“Accenture”) and San Antonio Independent School District (“SAISD”) on behalf of Sam Houston High School enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a Pathways in Technology Early College High School (“P-TECH”) 9th through 14th grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

The intent of this MOU is to define the roles and responsibilities of a strong partnership between business and/or industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

Mutual Understanding

Accenture and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish additional partners to support the P-TECH program.

Accenture will:

- Provide an Industry/Business partner liaison with decision making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b);
- Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);
- Participate in the leadership team that will meet regularly (in person and/or virtually) with the leaders that will consist of the school district, campus, other industry partners, chamber of commerce, non-profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);
- Provide opportunities when applicable to teachers to receive training like externships or other events (Benchmark 1: School Design; Element # 6).
- Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances);
- Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners (Benchmark 3: Strategic Alliances);
- Assist in developing career mentoring program (Benchmark 3: Strategic Alliances);
- Support when applicable for students’ activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances);
- Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to interview for any jobs for which the student is qualified that are available on the student’s completion of the program (Benchmark 3: Strategic Alliances);
- Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);

- Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);
- Provide when applicable access to business and industry partners and work-based learning facilities, services, and resources (Benchmark 3: Strategic Alliances);
- Not be required to cover transportation costs and fees for students (Benchmark 3: Strategic Alliances);
- Assist in establishing an advisory board who meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and IHE to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline (Benchmark 3: Strategic Alliances);
- Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);
- Assist in recruiting and screening Accenture employees that mentor students;
- Assist in recruiting additional business and industry partners to support the P-TECH program;
- Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures
- Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by Accenture for the District is at no cost to the District. None of the company's employees nor anyone acting on behalf of the company ("actors") in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program at the Sam Houston High School and at St. Philips College;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with St. Philips College and business and industry partners to ensure curriculum alignment between high school, postsecondary and industry experience requirements;
- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable to for the theft of or damage to any such equipment or materials;
- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P-TECH students may purchase food from college food service facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;
- Will coordinate with college and industry partners to develop implementation plan and annual operation budget.

Accenture will not collect the personal information of students but may receive student contact information (e.g., email addresses) as a consequence of communicating with students about and during the students' participation in the program.

This MOU is subject to, and Accenture will comply with, SAISD's Board Policies, regulations and administrative procedures. It is the responsibility of the Provider to ensure Provider's employees adhere to SAISD's Policies. Provider agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor Accenture will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive termination or expiration of the MOU.

In performing under the MOU, neither Accenture nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion or disability.

Accenture and SAISD will retain and provide each other access to all records related to this MOU. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive termination or expiration of the MOU.

By entering and performing under this MOU, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability or defenses to which it is entitled under law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive termination or expiration of the MOU.

Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau
Texas Department of Public Safety Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322
Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365.

For fastest service, please email or call. State in the message that Company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After the Company signs the DPS User Agreement for FACT, DPS will provide the Company with a revised FAST Fingerprint Pass that Company will have to provide to its employees and applicants. Company's employees and applicants will use that FAST Fingerprint Pass when scheduling their FAST fingerprinting.

Section 22.0834 of the Texas Education requires an entity contracting with the SAISD to obtain criminal history record information regarding covered employees and to certify to SAISD that it has done so. Covered employees with disqualifying criminal history are prohibited from providing services at the District.

Accenture shall obtain all criminal history record information required by Texas Education Code Chapter 22 regarding its covered employees. Accenture shall obtain such information before performance under the MOU with

District, at least annually thereafter during the term of the agreement, and at any time new covered employees are to be assigned to perform under the agreement.

Accenture shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at a SAISD school or wherever SAISD students are present. If Accenture receives information that a covered employee has a reported disqualifying criminal history, Accenture will immediately remove the covered employee from performing under the MOU and notify the SAISD of such removal in writing within three calendar days. If the SAISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, Accenture agrees to discontinue using that covered employee to provide services under the MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to end on June 30, 2020. The parties agree to review these terms at the conclusion of the noted school year.

TERMINATION

This MOU may be terminated by either of the parties upon giving of (60) days' notice of termination to the other party at the addresses below:


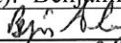
For Accenture: Accenture Laureate Office

 ATTN: Ben Peavey
 10931 Laureate Dr.
 San Antonio TX 78249

For SAISD: San Antonio Independent School District
 ATTN: Johnny Vahalik
 141 Lavaca Street
 San Antonio, TX 78210

The individuals executing the MOU on behalf of Accenture Federal Services, LLC and SAISD acknowledge that they are duly authorized to execute this MOU. All parties hereby acknowledge that they have read and understood this MOU and the attachments and/or exhibits hereto. This MOU shall not become effective until execute by each party. Also, the parties acknowledge that they will perform their respective duties under this MOU only after it is fully executed.

I have read and agree to the terms and conditions outlined above.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT	ACCENTURE FEDERAL SERVICES LLC
Name (Print): Pedro Martinez	Name (Print): Benjamin Peavy
Superintendent Signature: 	Signature: 
Date: 12-6-18	Title: Managing Director
Signature:	Date: 11/20/18
Name: Johnny Vahalik	Contact Telephone No: 210-445-5304
Title: Senior Executive Director	E-mail Address: benjamin.a.peavy@accenturefederal.com
Campus/Department: College, Career and Military Readiness	
Phone Number: (210) 554-2610	
E-mail Address: jvahalik1@saisd.net	

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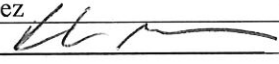
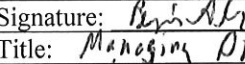
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I have read and agree to the terms and conditions outlined above.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT	ACCENTURE FEDERAL SERVICES LLC
Name (Print): Pedro Martinez	Name (Print): Benjamin Peavy
Superintendent Signature: 	Signature: 
Date:	Title: <i>Managing Director</i>
	Date: <i>11/26/18</i>
Signature:	Contact Telephone No: <i>210-945-5304</i>
Name: Johnny Vahalik	E-mail Address: <i>benjamin.A.peavy@accenturefederal.com</i>
Title: Senior Executive Director	
Campus/Department: College, Career and Military Readiness	
Phone Number: (210) 554-2610	
E-mail Address: jvahalik1@saisd.net	



RECEIVED
FINANCE OFFICE
18 NOV 30 PM 1:58

Memo

To: Larry Garza, Associate Superintendent
Financial Services Business Operations

From: Sonia Anguiano on behalf of Johnny Vahalik
College, Career and Military Readiness

cc:

Date: November 30, 2018
Review and Approval, Accenture, LLC

Re: P-TECH Agreement

Greetings,

Your review and approval is requested for the agreement attached. The transmittal form was originally processed on October 17, 2018 but was finally approved between our Purchasing Department and Accenture. Please note Accenture is asking for an original copy as well. (Two agreements attached)

Thank you in advance.

Sonia Anguiano
Executive Secretary
(210) 554-2610