

**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
ERNST & YOUNG U.S. LLP**

**AND  
SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT**

Ernst & Young U.S. LLP (EY) and San Antonio Independent School District (“SAISD”) on behalf of Edison High School (“P-TECH”) enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a P-TECH program for 9<sup>th</sup> through 12<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

This MOU intends to define the roles and responsibilities of a strong partnership between business and 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, including but not limited to facility visits, guest speakers, presentations, career information and job shadowing. EY and SAISD acknowledge that the engagements agreed to under this MOU will occur virtually for the remainder of the 2021 calendar year. After the 2021 calendar year, the parties will negotiate a mutually agreeable date by which in-person engagements will occur.

**Mutual Understanding**

EY 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

EY agrees to partner or support the program in the following checked items:

**Cannot Support: Will Support:**

**Activity**

_____	✓ _____	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);
_____	✓ _____	Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);

Cannot Support: Will Support:

Activity

_____	_____ ✓	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 (virtual and/or physical) (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 employees that will mentor students;
_____ ✓	_____	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);
_____	_____ ✓	Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);
_____	_____ ✓	Participate in advisory and leadership team meetings that will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber of commerce, non- profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);
_____	_____ ✓	Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners (Benchmark 3: Strategic Alliances);

**Cannot Support: Will Support:**

**Activity**

_____	✓	Assist in developing a 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);

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program;
- 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 San Antonio College and business and industry partners to ensure curriculum alignment between high school, post-secondary 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 foodservice 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 an implementation plan and annual operating budget.

EY will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) as a consequence of communicating with students about and during the students' participation in the 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 EY for the District are 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.

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

Neither SAISD nor EY 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 the termination or expiration of the MOU.

Each party will indemnify, defend, and hold the other party (including current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of the indemnifying party's employees in the performance under the MOU. "Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard. This provision will not be deemed to limit the rights of SAISD or EY against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

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

EY 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 the 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 the

law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive the termination or expiration of the MOU.

EY shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at an SAISD school or wherever SAISD students are present. If EY receives information that a covered employee has a reported disqualifying criminal history, EY 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, EY 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, 2025. 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       : Company Name  
  
ATTN: Contact Name, Title  
  
Address Line 1  
  
Address Line 2  
  
City, State, and Zip Code

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

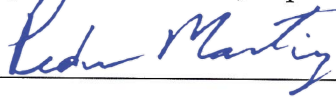
Notwithstanding the foregoing, EY shall also have the right to terminate this Agreement at any time immediately upon notice if EY believes, in good faith, that its professional obligations or requirements require immediate termination.

The individuals executing the MOU on behalf of EY 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 executed 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**

Name (Print): Podro Martinez, Superintendent

Signature: 

Date: 08/18/2021

**ERNST & YOUNG U.S. LLP**


Name (Print): Jorge Heeren

Signature: 

Date: 6/21/21

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Name: Johnny Vahalik, Senior Executive Director

Signature: 

Date: 08/20/2021

Phone Number: (210) 554-2610

E-mail Address: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)