

**MEMORANDUM OF AGREEMENT FOR
IMPLEMENTATION OF PUENTES PROGRAM FOR SAN ANTONIO EARLY
CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION (Pre-K 4
SA)**

This Agreement is entered into by and between the San Antonio Early Childhood Education Municipal Development Corporation, a Texas Municipal Development Corporation (“Corporation” or “Pre-K 4 SA”) acting by and through its Chief Executive Officer, or her designee, and Mexicans and Americans Thinking Together Foundation Inc. (“Sponsor” or “MATT”), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“Corporation” is defined in the preamble of this Agreement and includes its successors and assigns.

“Sponsor” is defined in the preamble of this Agreement and includes its successors.

“CEO” shall mean the Chief Executive Officer of the San Antonio Early Childhood Education Municipal Development Corporation

“Puentes Program” is defined as a Family Engagement Program designed to enhance student learning by promoting effective home learning strategies.

II. TERM

2.1 The term of the contract shall commence upon authorization by the Early Childhood Education Municipal Development Corporation Board of Directors and terminate upon acceptable completion of all tasks as described below, and in no event, any later than June 30, 2019.

III. SCOPE OF SERVICES

3.1 Parties agree to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Funding.

3.2 The terms of this Agreement shall control where there is any conflict between the terms of the Sponsor’s Proposal and the terms of this Agreement.

3.3 Sponsor will:

3.3.1 Provide a nonexclusive license to the Corporation for implementation of the Puentes program, including the transfer to Corporation of all digital material that currently comprises Puentes.

3.3.2 Work with Corporation towards developing a measurement tool for the Puentes program along with related data collection that may be necessary to measure success of the program.

3.4 Corporation will:

3.4.1 Hire a Project Manager solely for the purpose of administering the Puentes program. Corporation retains the right to use a current full time or temporary position for this role.

3.4.2 Work with Sponsor towards developing a measurement tool for the Puentes program along with related data collection that may be necessary to measure success of the program.

3.4.3 Provide monthly reports about the program to Sponsor to include number of participants actively enrolled, number of participants that abandoned the program, gender of the participants, age and school year of their children

3.4.4 Monthly reports will also include feedback from parents to adjust the program as needed and the stage of the program completed each month.

3.4.5 All costs related to the program are the responsibility of the Corporation in exchange for the compensation described in Article IV.Funding.

3.5 All work performed by Sponsor hereunder shall be performed to the satisfaction of the CEO or Designee. The determination made by the CEO or Designee shall be final, binding and conclusive on all Parties hereto. Corporation shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Sponsor's work not be satisfactory to the CEO or Designee.

IV. FUNDING

4.1 Sponsor agrees to pay Corporation a total amount not to exceed THIRTY FIVE THOUSAND DOLLARS AND NO /100THS (\$35,000.00) to be paid to Corporation as follows:

a) At the end of each month during which the Project Manager is serving throughout the terms of this agreement, Corporation will provide the Sponsor with an invoice detailing the expenditures made by the Corporation on behalf of the program for the month of the invoice.

b) Sponsor will have 30 days from the date of the invoice to tender full reimbursement to the Corporation of the total expenditures noted on the invoice.

c) Payments should be mailed to:

City of San Antonio
Financial Services Division
Revenue Collections
P.O. Box 839975
San Antonio, TX 78283-3975

4.1.1 Final acceptance of work products and services may require written approval by Parties. Sponsor shall not be obligated or liable under this Agreement to any party, other than Corporation, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Sponsor pursuant to the provisions of this Agreement shall be the exclusive property of Corporation and the City of San Antonio; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Sponsor.

5.2 Sponsor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, Corporation and the City have the right to use all such writings, documents and information as Corporation and City desire, without restriction.

VI. RECORDS RETENTION

6.1 Sponsor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as “documents”), and shall make such materials available to the Corporation and City at their respective offices, at all reasonable times and as often as Corporation and/or City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by Corporation, City and any of their authorized representatives.

6.2 Sponsor shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as “retention period”) from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Sponsor shall retain the records until the resolution of such litigation or other such questions. Sponsor acknowledges and agrees that Corporation and City shall each have access to any and all such documents at any and all times, as deemed necessary by Corporation, during said retention period. Corporation and/or City may, at their election, require Sponsor to return the documents to Corporation and/or City at Sponsor’s expense prior to or at the conclusion of the retention period. In such event, Sponsor may retain a copy of the documents.

6.3 Sponsor shall notify Corporation and City, immediately, in the event Sponsor

receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Sponsor understands and agrees that Corporation and City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination without Cause. This Agreement may be terminated by Corporation upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice. Payment will be made for work performed prior to termination.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, either Corporation or Sponsor, may terminate this Agreement as of the date provided in the notice, in whole or in part, for a material breach of this Agreement.

7.4 Termination by Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.5 Regardless of how this Agreement is terminated, Sponsor shall affect an orderly transfer to Corporation or to such person(s) or firm(s) as the Corporation may designate, at no additional cost to Corporation, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Sponsor, or provided to Sponsor, hereunder, regardless of storage medium, if so requested by Corporation, or shall otherwise be retained by Sponsor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by Corporation and shall be completed at Sponsor's sole cost and expense. Payment of compensation due or to become due to Sponsor is conditioned upon delivery of all such documents, if requested.

7.6 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Corporation shall submit to Sponsor its claims, in detail, for the monies owed by Sponsor for services performed under this Agreement through the effective date of termination. Failure by Corporation to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of Sponsor and constitute a waiver by Corporation of any and all right or claims to collect moneys that Corporation may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.7 Upon the effective date of expiration or termination of this Agreement, Corporation shall cease all operations of work being performed by Corporation pursuant to this Agreement.

7.8 Termination not sole remedy. In no event shall Corporation's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of Corporation's remedies, nor shall such termination limit, in any way, at law or at equity, Corporation's right to seek damages from or otherwise pursue Sponsor for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

CORPORATION

Dr. Sarah Baray
CEO
Pre-K 4 SA
7031 S. New Braunfels
San Antonio, TX 78223

SPONSOR

Aracely Garcia-Granados
Executive Director
MATT for Education Inc.
329 Old Guilbeau St.
San Antonio, TX 78204

IX. CONFIDENTIAL WORK

9.1 No reports, information, evaluation, data or any other documentation developed by, given to, prepared by, or assembled by the Sponsor under this Contract shall be disclosed or made available to any individual or organization by the Sponsor without express written approval of the Corporation and the City.

9.2 The Sponsor shall establish a method to secure the confidentiality of records and information that the Sponsor may have access to, in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the Corporation's and City's or their authorized representatives' right of access to records or other information under this Contract.

9.3 If the Sponsor receives inquiries regarding documents within their possession pursuant to this Contract, the Sponsor shall immediately forward such request to the Corporation and City for disposition.

X. INSURANCE REQUIREMENTS

Sponsor shall be responsible for insuring her own Property, Equipment, Autos and Legal Liability.

In no event will the Corporation or City be required to maintain any insurance coverage for Sponsor.

XI. INDEMNIFICATION

11.1 SPONSOR covenants and agrees to FULLY INDEMNIFY and DEFEND , the CORPORATION and CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CORPORATION and CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CORPORATION and/or CITY directly or indirectly arising out of, resulting from or related to SPONSOR's activities under this Agreement, including any negligent or alleged negligent acts or omissions of SPONSOR, any agent, officer, director, representative, employee, consultant or subcontractor of SPONSOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the CORPORATION or CITY, their officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT SPONSOR, CORPORATION AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CORPORATION OR CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SPONSOR shall advise the CORPORATION and CITY in writing within 24 hours of any claim or demand against the CORPORATION, CITY or SPONSOR known to SPONSOR related to or arising out of SPONSOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SPONSOR's cost. The CORPORATION and CITY shall each have the right, at their option and at their own expense, to participate in such defense without relieving SPONSOR of any of its obligations under this paragraph.

11.2 Defense Counsel - SPONSOR shall retain defense counsel within seven (7) business days of CORPORATION's and/or CITY's written notice that CORPORATION or CITY is invoking its right to indemnification under this Contract. If SPONSOR fails to retain Counsel within such time period, CORPORATION and/or CITY shall have the right to retain defense counsel on its own behalf, and SPONSOR shall reimburse CORPORATION and/or CITY for all costs related to retaining defense counsel until such time as SPONSOR retains Counsel as required by this section. CORPORATION and CITY shall also have the right, at their option, to be represented by advisory counsel of their own selection and at their own expense, without waiving the foregoing.

11.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of SPONSOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SPONSOR or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Sponsor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Sponsor. Sponsor, its employees or its subcontractors shall perform all necessary work.

12.2 Corporation understands that this Agreement is made in reliance thereon that Sponsor does not intend to use subcontractors in the performance of this Agreement, but in the event that subcontractors become necessary, Sponsor agrees that any subcontractor(s) shall be approved by Corporation prior to the provision of any services by said subcontractor(s).

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the Corporation, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Sponsor. Corporation shall in no event be obligated to any third party, including any subcontractor of Sponsor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Corporation.

12.4 Except as otherwise stated herein, Sponsor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Corporation. As a condition of such consent, if such consent is granted, Sponsor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Sponsor, assignee, transferee or subcontractor. Corporation agrees not to unreasonably withhold consent for Sponsor to sell, assign, pledge, transfer or convey its interest in this Agreement.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Sponsor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, Corporation may, at its option, cancel this Agreement and all rights, titles and interest of Sponsor shall thereupon cease and terminate, in accordance with Article VII - Termination, notwithstanding any other remedy available to Corporation under this Agreement. The violation of this provision by Sponsor shall in no event release Sponsor from any obligation under the terms of this Agreement, nor shall it relieve or release Sponsor from the payment of any damages to Corporation, which Corporation sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 Sponsor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the Corporation; that Sponsor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and Sponsors; that the doctrine of *respondeat superior* shall not apply as between Corporation and Sponsor, its officers, agents, employees, contractors, subcontractors and Sponsors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, collaborators or joint venturers between Corporation and Sponsor. The parties hereto understand and agree that the Corporation shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Sponsor under this Agreement and that the Sponsor has no authority to bind the Corporation.

XIV. CONFLICT OF INTEREST

14.1 Sponsor acknowledges that it is informed that the Board for the Corporation has adopted the Ethics Code for the City of San Antonio, which prohibits a City or Corporation officer or employee, from having a financial interest in any contract with the Corporation or City, or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the Corporation or City or in the sale to the Corporation or City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a Corporation or City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a Corporation or City contract, a collaborator or a parent or subsidiary business entity.

14.2 Pursuant to the subsection above, Sponsor warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the Corporation or City. Sponsor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

XV. AMENDMENTS

15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both Corporation and Sponsor. The CEO may execute contract amendments on behalf of Corporation in the following circumstances: a) revisions to attachments regarding the specifics of the program, to include modification of routes and depots, and the adjustment of the number of students requiring service, b) changes in state or federal regulations relevant to the program and the implementation of the services set out herein.

XVI. SEVERABILITY

16.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVII. LICENSES/CERTIFICATIONS

17.1 Sponsor warrants and certifies that Sponsor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVIII. COMPLIANCE

18.1 Sponsor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. NONWAIVER OF PERFORMANCE

19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XX. LAW APPLICABLE

20.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXI. LEGAL AUTHORITY

21.1 The signer of this Agreement for Sponsor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Sponsor and to bind Sponsor to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XIII. CAPTIONS

23.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. DEBARMENT

24.1 Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

24.2 Sponsor shall provide immediate written notice to Corporation, in accordance with Article VIII - Notice, if, at any time during the term of this contract, including any renewals hereof, Sponsor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XXV. ENTIRE AGREEMENT

25.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV - Amendments.

EXECUTED and **AGREED** to as of the dates indicated below.

**SAN ANTONIO EARLY
CHILDHOOD EDUCATION
MUNICIPAL
DEVELOPMENT
CORPORATION**

**MEXICAN AND
AMERICANS
THINKING TOGETHER
FOUNDATION INC.**

(Signature)

Printed

Name:

Sarah Baray, Ph.D.

Title:

CEO

Date:

(Signature)

Printed

Name:

Title:

Date: