

**MEMORANDUM OF AGREEMENT FOR
IMPLEMENTATION OF TEACHERS 4 TODDLERS 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 the Beldon Family Foundation (“Sponsor”), 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

“Teachers 4 Toddlers Program” (“T4T Program”) is defined as a program to address the critical shortage of highly skilled infant-toddler teachers in San Antonio by creating a career pathway that allows child care teachers to obtain teaching credentials and earn a stipend for serving as infant-toddler teachers in child care centers serving low-income children.

II. TERM

2.1 The term of the Agreement shall commence upon execution by the last party to sign and terminate upon acceptable completion of all tasks as described below, and in no event, any later than June 30, 2021.

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 contribution 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 The “T4T Program,” builds on existing efforts by Pre-K 4 SA to increase the quality of child care in San Antonio. Using a shared services model that has proven successful in other parts of the nation, Pre-K 4 SA and United Way of San Antonio and Bexar County are working with a coalition of San Antonio child care providers to leverage automation of services and economies of scale to build a sustainable business model that allows child care providers to invest in quality improvements.

3.4 Developing and retaining skilled teachers is a key goal of the Shared Services Coalition. While Pre-K 4 SA offers free training, including a course that allows child care teachers to obtain a nationally-recognized teaching credential, providers are unable to cover costs associated with having teachers attend training or offer incentives to retain teachers once they are credentialed. The T4T Program will help to solve this problem by reaching two goals in its first phase: 1) Supporting a cohort of childcare workers from the Shared Services Coalition child development centers to obtain the Infant/Toddler Child Development Associates (CDA) Credential; and 2) Retaining cohort participants as infant/toddler teachers for at least 1 year after credentialing.

3.5 Corporation will oversee, administer and provide oversight of the program including establishing policies and procedures, accepting and approving, as necessary, any application documents signed by candidates and child development centers, providing financial and accounting services, conducting program evaluation, and issuing program reports. Pre-K 4 SA will also provide the credentialing course and credential exam preparation.

3.6 Sponsor will allow Corporation to develop a measurement system for the “T4T Program” along with related data collection that may be necessary to measure success of the program.

3.7 Corporation will:

3.7.1 Determine criteria or eligibility for infant-toddler teachers to become “T4T Scholars.”

3.7.2 Develop a measurement system for the “T4T Program” along with related data collection that may be necessary to measure success of the program.

3.7.3 Provide reports about the program to Sponsor to include number of participants actively enrolled, number of participants that abandoned the program, number of participants earning a teaching credential, and amount of time participant has been employed.

3.7.4 Scholars must meet milestones to qualify scholars for a series of stipends for a maximum stipend of \$1,500 per teacher. Corporation will pay the cost of books and materials for the credentialing course, application fee, and credentialing exam fee from the \$25,000 contribution. Candidates will receive a \$500 stipend for receiving a Child Development Associate Credential or other recognized early childhood education credential, one \$500 retention stipend for remaining in post six months with the Shared Services SA child development center as an

infant/toddler teacher after earning their CDA, and a final \$500 retention stipend for remaining in post as an infant/toddler teacher for one year with the same Shared Services SA child development center after receiving their CDA.

3.7.5 Program performance will be tracked using the following metrics:

- a) # of infant/toddler teachers enrolled
- b) # of infant/toddler teachers completing the CDA
- c) # of infant/toddler teachers remaining in post six months after completing the CDA
- d) # of infant/toddler teachers remaining in post one year after completing the CDA
- e) Improved instructional quality in infant/toddler classrooms (Classroom Assessment Scoring System; CLASS scores)
- f) Child development center certification or accreditation status.

3.7.6 Reports will be sent to the Sponsor at each of the following milestones:

- a) Cohort start
- b) CDA course completion/certification
- c) Six-month retention
- d) One-year retention

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

3.8 If successful, additional phases of the program could include supporting more cohorts of teachers, providing retention stipends beyond the first year, and supporting continued teacher development beyond the entry level CDA credential in partnership with institutes of higher education.

IV. FUNDING

4.1 Sponsor agrees to contribute a total amount not to exceed TWENTY-FIVE THOUSAND DOLLARS AND NO /100THS (\$25,000.00) to be paid to Corporation as follows:

- a) Sponsor will have 30 days from the execution of this Agreement to tender the donation to the Corporation.

- b) Payments can be made via ACH Transfer or can be mailed to:

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

- c) Sponsor guarantees the first-year donation only. Based upon the success of the program, Sponsor may agree to further donation funding at later dates, but any such donation will be discretionary on the part of Sponsor.

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 Corporation 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; however Corporation hereby grants to Sponsor a non-exclusive, royalty-free, perpetual license, to use the non-identifying participant information provided by Corporation.

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.

5.3 Each Party owns and shall continue to own all intellectual property rights in and to the derivative works of their respective proprietary materials, by whomever made, as if originally authored, created or conceived by such Party.

VI. RECORDS RETENTION

6.1 Corporation 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 Sponsor at Pre-K 4 SA Corporate Offices, at all reasonable times and as often as Sponsor 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 Sponsor and any of its authorized representatives.

6.2 Corporation 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, Corporation shall retain the records until the resolution of such litigation or other such questions.

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 retained 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 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.

7.6 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

Beldon Family Foundation
Attn: Jonathan Beldon
PO Box 13380
San Antonio, TX 78213

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 Agreement 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 Agreement.

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

X. INSURANCE REQUIREMENTS

Sponsor shall be responsible for insuring its 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 To the fullest extent of the law, SPONSOR covenants and agrees, BUT only to the extent of its negligence, to FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS 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 Agreement. 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. CONFLICT OF INTEREST

12.1 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.

12.2 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.

XIII. AMENDMENTS

13.1 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, b) changes in state or federal regulations relevant to the program and the implementation of the services set out herein.

XIV. SEVERABILITY

14.1 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.

XV. COMPLIANCE

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

15.2 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to, or executing contract documents with, the Corporation, Sponsor, if it meets the definition of "Company," hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Agreement. Corporation hereby relies on Sponsor's verification. If found to be false, Corporation may terminate this Agreement for material breach.

15.3 Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §2270.0201 or §2252.153. Sponsor hereby certifies that it is not identified on such a list and that it will notify Corporation should it be placed on such a list while under contract with Corporation. Corporation hereby relies on Sponsor's certification. If found to be false, or if Sponsor is identified on such list during the course of its contract with Corporation, Corporation may terminate this Agreement for material breach.

XVI. NONWAIVER OF PERFORMANCE

16.1 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.

XVII. LAW APPLICABLE

17.1 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.

17.2 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.

XVIII. LEGAL AUTHORITY

18.1 The signer of this Agreement for Sponsor represents, warrants, assures and guarantees that (s)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.

XIX. PARTIES BOUND

19.1 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.

XX. CAPTIONS

20.1 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.

XXI. DEBARMENT

21.1 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.

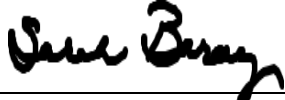
21.2 Sponsor shall provide immediate written notice to Corporation, in accordance with Article VIII - Notice, if, at any time during the term of this contract, including any renewals hereof, Sponsor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XXII. ENTIRE AGREEMENT

22.1 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 XIII - Amendments.

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

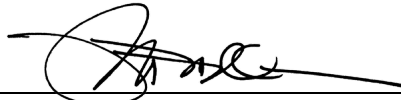
**SAN ANTONIO EARLY
CHILDHOOD EDUCATION
MUNICIPAL
DEVELOPMENT
CORPORATION**



(Signature)

Printed
Name: Sarah Baray, Ph.D.
Title: CEO
Date: 12/20/2019

**BELDON FAMILY
FOUNDATION**



(Signature)

Printed
Name: Michael D. Beldon
Title: President
Date: 12/20/2019