

**PROFESSIONAL SERVICES CONTRACT
FOR CITY OF SAN ANTONIO HEAD START PROGRAM TRAINING SERVICES
WITH TEACHSTONE, INC.**

This CONTRACT is entered into by and between the CITY OF SAN ANTONIO ("CITY"), a Texas municipal corporation acting by and through its Director of the Department of Human Services pursuant to Ordinance No. _____ dated _____, and Teachstone, Inc. ("CONSULTANT"), collectively "the Parties."

The Parties agree, and by the execution of this CONTRACT are bound, to the obligations, performance and accomplishment of the tasks described in this CONTRACT.

I. TERM

- 1.1 This CONTRACT shall commence upon execution and shall terminate on January 31, 2028, unless earlier termination or amendment shall occur pursuant to any provision hereof.

II. SCOPE OF SERVICES

- 2.1 CONSULTANT agrees to provide the services described in the attached Scope of Work (*Attachment A*), and for the prices outlined there, in a manner satisfactory to the Director of the Department of Human Services ("Director"). The determination made by Director is final, binding and conclusive on all Parties. CITY has the right to terminate this CONTRACT, in whole or in part, in accordance with Article XIV, Termination, should CONSULTANT's work not be satisfactory to Director; however, CITY has no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate.

III. COMPENSATION TO CONSULTANT

- 3.1 In consideration of CONSULTANT's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this CONTRACT, CITY agrees to pay CONSULTANT an amount not to exceed **\$750,000.00** as total compensation, at \$150,000 per year of this CONTRACT for the prices and deliverables in Attachment A, and inclusive of all preparation time and travel.
- 3.2 Starting 30 days after CONTRACT execution or services begin, CONSULTANT may submit invoice(s) to CITY, in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.
- 3.3 The Parties agree that all compensable expenses of CONSULTANT have been provided for in the total payment to CONSULTANT as specified in section 3.1 above. No additional fees or expenses of CONSULTANT shall be charged by CONSULTANT nor be payable by CITY, without prior approval and written agreement of the Parties.
- 3.4 Final payment due under the CONTRACT will not be paid until all the work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.
- 3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.6 If this CONTRACT is partially or wholly grant funded, and reduced funds are awarded to the CITY, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY.

IV. INDEPENDENT CONTRACTOR

- 4.1 CONSULTANT understands and agrees that CONSULTANT is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of CITY, and that CONSULTANT is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. CONSULTANT understands and agrees that the CITY 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 CONSULTANT under this CONTRACT and that the CONSULTANT has no authority to bind the CITY.

V. CONFIDENTIALITY

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives a request to disclose or produce documents, CONSULTANT shall inform the CITY immediately for the purpose of receiving direction regarding the manner of processing.
- 5.2 CONSULTANT shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

VI. OWNERSHIP OF DOCUMENTS

- 6.1 Any and all records, finished documents, writings, or information (together, "documents") produced by CONSULTANT, pursuant to the provisions of this CONTRACT are deemed public property; and no such documents shall be the subject of any copyright or proprietary claim by CONSULTANT. However, CONSULTANT shall retain all rights and title in its Intellectual Property, including but not limited to the marks and copyrights owned by Teachstone and otherwise associated with the CLASS instrument.
- 6.2 CONSULTANT understands and acknowledges that CITY has the right to use all such documents as CITY desires, without restriction or further compensation to CONSULTANT. CONSULTANT shall deliver, at CONSULTANT's sole cost and expense, all CONTRACT-related documents and reports to the CITY in accordance with the dates established under this CONTRACT, and in a timely and expeditious manner, and if a delivery date is not specified, then upon termination of the CONTRACT.
- 6.3 CONSULTANT shall notify CITY immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this CONTRACT. CONSULTANT understands and agrees that if such request is made under the Public Information Act ("PIA"), CITY will process and handle all such requests.

VII. RIGHT OF REVIEW AND RECORDS RETENTION

- 7.1 CONSULTANT and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the CITY at their respective offices, at all reasonable times and as often as CITY may deem necessary during the CONTRACT 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 CITY and any of its authorized representatives.
- 7.2 CONSULTANT 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 CONTRACT. 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, CONSULTANT shall retain the records until the resolution of such litigation or other such questions. CONSULTANT acknowledges and agrees that

CITY shall have access to any and all such documents at any and all times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require CONSULTANT to return the documents to CITY at CONSULTANT's expense prior to or at the conclusion of the retention period. In such event, CONSULTANT may retain a copy of the documents.

VIII. LICENSES AND CERTIFICATIONS

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

IX. COMPLIANCE

- 9.1 This CONTRACT is funded wholly or in part by the U.S. Department of Health and Human Services through the Head Start and EHS-CCP grants (CFDA #93.600). CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.
- 9.2 The CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, CONSULTANT understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Age Discrimination Act of 1975, as amended;
 - d. Title IX of the Education Amendments of 1972, as amended; and
 - e. All applicable regulations implementing the foregoing laws.
- 9.4 CONSULTANT further agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247, and to ensure compliance of any and all subcontractors when applicable.

X. CONFLICT OF INTEREST

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the City's Ethics Code, from having a financial interest in any CONTRACT with City. An officer or employee has a "prohibited financial interest" in a CONTRACT with the City or in the sale to 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 City officer or employee; his parent, child or spouse; an 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 entity, or ten (10) percent or more of the fair market value of the entity; an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

10.2 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code. CONSULTANT further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XI. INSURANCE

11.1 CONSULTANT agrees to comply with the following insurance provisions:

- (A) No later than 30 days before the commencement of this Contract, CONSULTANT must provide a completed Certificate(s) of Insurance to City's Department of Human Services. The certificate must be:
 - clearly labeled with the legal name of the event in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent's signature, and phone number,
- (B) Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by City's Department of Human Services. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.
- (C) If the City does not receive copies of insurance endorsement, then by executing this Contract, CONSULTANT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage during the effective period of this Contract.
- (D) The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Contract based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- (E) CONSULTANT shall obtain and maintain in full force and effect for the duration of this Contract, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below.
- (F) If the CONSULTANT claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability – for loss that may arise out of an error of mission the professional has in performance of duties	\$1,000,000 per claim
** Required for projects involving services to children	

- (G) CONSULTANT must require, by written contract, that all subcontractors providing goods or services under this Contract obtain the same insurance coverages required of CONSULTANT and provide a certificate of insurance and endorsement that names CONSULTANT and City as additional insureds. CONSULTANT shall provide City with subcontractor certificates and endorsements the subcontractor starts work.
- (H) If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONSULTANT must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:
- City of San Antonio
Department of Human Services
Attn: Director
100 W. Houston Street, 9th Floor
San Antonio, Texas 78205
- (I) CONSULTANT's insurance policies must contain or be endorsed to contain the following provisions:
- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
 - CONSULTANT shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
 - Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- (J) Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend CONSULTANT's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.
- (K) In addition to any other remedies City may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order CONSULTANT to stop work and/or withhold any payment(s) which become due to CONSULTANT under this Contract until CONSULTANT demonstrates compliance with requirements.
- (L) Nothing contained in this Contract shall be construed as limiting the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this Contract.
- (M) CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Contract.
- (N) The insurance required is in addition to and separate from any other obligation contained in this Contract and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- (O) Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XII. INDEMNITY

- 12.1 **CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this CONTRACT including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 12.2 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. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.
- 12.3 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONSULTANT shall retain CITY approved defense counsel within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this CONTRACT. If CONSULTANT fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 12.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, 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 CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

XIII. NON-DISCRIMINATION

- 13.1 As a condition of entering into this CONTRACT, CONSULTANT represents and warrants that it will not unlawfully discriminate in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, or customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities.

XIV. TERMINATION

- 14.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

- 14.2 **TERMINATION BY NOTICE:** The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) days after receipt of the notice by the other party. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination.
- 14.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, the non-defaulting party may elect to terminate this CONTRACT, in whole or in part, upon written notice, as of the date provided in the notice.
- 14.4 **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, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 14.5 **NON-APPROPRIATION:** In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.
- 14.6 **EFFECT OF TERMINATION:** Upon the effective date of expiration or termination of this CONTRACT CONSULTANT shall cease all operations of work being performed by CONSULTANT or any of its approved subcontractors pursuant to this CONTRACT. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONSULTANT in accordance with Article VII, Right of Review and Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT'S sole cost and expense.
- 14.7 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. Failure by CONSULTANT to submit its claims within said thirty (30) days shall negate any liability on the part of CITY and constitute a waiver by CONSULTANT of any and all right or claims to collect funds that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.
- 14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY.
- 14.9 Termination not sole remedy. In no event shall CITY's action of terminating this CONTRACT, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.

XV. AMENDMENT

- 15.1 Any alterations, additions, or deletions to the terms of this Agreement must be by amendment in writing, executed by both Parties and dated subsequent to the date hereof. Such amendment may occur without the necessity of returning to City Council for approval, so long as (1) in compliance with all Head Start regulations

and federal law, (2) approved by the City Attorney's Office, and (3) the total cumulative amount of all services under this Agreement does not exceed the total compensation amount listed in Section 3.1 of this CONTRACT.

- 15.2 It is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

CITY

Department of Human Services
Attn: Director
100 W Houston Street, 9th Floor
San Antonio, Texas 78205

CONSULTANT

Teachstone, Inc.
Attn: Beja Williams, Regional Manager
675 Peter Jefferson Pkwy #400
Charlottesville, VA 22911

XVII. LEGAL AUTHORITY

- 17.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

- 18.1 CONSULTANT shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this CONTRACT. CONSULTANT shall obtain prior written approval from CITY before assigning or subcontracting any responsibilities under this CONTRACT. The violation of this provision by CONSULTANT shall not release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY which CITY sustains as a result of such violation.
- 18.2 Any services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by subcontractors with this CONTRACT shall be the responsibility of CONSULTANT. CITY shall in no event be obligated to any third party, including any subcontractor of CONSULTANT, for performance of services or payment of fees.

XIX. SUCCESSORS AND ASSIGNS

- 19.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

XX. NON-WAIVER

- 20.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT 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. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT 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.

XXI. VENUE AND GOVERNING LAW

- 21.1 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**

XXII. SEVERABILITY

- 22.1** If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

XXIII. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION

- 23.1** 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. CONSULTANT hereby certifies that it is not identified on such a list and that it will notify CITY should it be placed on such a list while under contract with CITY. CITY hereby relies on CONSULTANT's certification. If found to be false, or if CONSULTANT is identified on such list during the course of its contract with City, City may terminate this CONTRACT for material breach.

XXIV. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 24.1** 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.
- 24.2** "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.
- 24.3** "Company", for the purposes of this Article, 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.
- 24.4** By submitting an offer to or executing contract documents with the City of San Antonio, CONSULTANT hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the CONTRACT. CITY hereby relies on CONSULTANT's verification. If found to be false, CITY may terminate this CONTRACT for material breach.

XXV. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.

- 25.1** Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 - (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 25.2 "Company", for the purposes of this Article, 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.
- 25.3 "Discriminate against a firearm entity or firearm trade association": means, with respect to the entity or association, to:
- (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- 25.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXVI. ENTIRE AGREEMENT

- 25.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with the amendment provisions of this CONTRACT.

EXECUTED effective as of the date of the last party to sign below, _____.

CITY
Department of Human Services

Melody Woosley, Director

CONSULTANT
Teachstone, Inc.



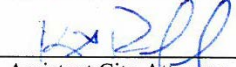
Chris Schuster, Counsel

Date

11-30-22

Date

APPROVED AS TO FORM:



Assistant City Attorney

ATTACHMENTS

Attachment A – Scope of Work

Attachment B – General Information Form

Attachment A

Scope of Work

CONSULTANT agrees to provide annually, upon DHS request and approval, any combination of the following, including all supplies and related materials:

- CLASS Observer Trainings, up to \$25,000.00, to include:
 - Infant/Toddler CLASS Observer Training
 - PreK-3rd CLASS Observer Training
- Observer Recertifications, up to \$15,000.00, to include:
 - Infant/Toddler CLASS Observer Recertification
 - PreK-3rd CLASS Observer Training Recertification
- Affiliate Trainer Training, up to \$15,000.00, to include:
 - Infant/Toddler CLASS Affiliate Trainer Training
 - PreK-3rd CLASS Affiliate Trainer Training
- Affiliate Trainer Recertifications, up to \$10,000.00, to include:
 - Infant/Toddler CLASS Affiliate Trainer Recertification
 - PreK-3rd CLASS Affiliate Trainer Recertification
- Calibration Activity, up to \$25,000.00, to include:
 - Infant/Toddler CLASS Group Calibration
 - Pre-K – 3rd CLASS Group Calibration
- Online courses and resources, up to \$25,000.00, such as:
 - myTeachstone Observation Capture and Data Management Module
 - Coaching with myTeachstone
 - CLASS Primer for Leaders
 - CDA with CLASS
 - Trauma Informed Care
 - Banking Time
 - CLASS 2nd Edition Transition Training
 - CLASS Environment Training
- Conferences and Trainings, up to \$25,000.00, such as, but not limited to: InterAct NOW - CLASS Summit or InterAct Teacher Summit
- Other available CLASS resources, up to \$10,000.00, such as, but not limited to:
 - Score sheets
 - CLASS Manual and Field Guide
 - CLASS Dimension Guide
 - CLASS Dictionary and Strategy Cards
 - CLASS Emotional Support Kit
 - CLASS Instructional Support Kit
 - CLASS Infant Toddler Social & Emotional Kit

DHS reserves the right to request more or less of each deliverable above, at varied rates as they increase or decrease, so long as the total costs of services do not exceed the total contract amounts set forth in Section 3.1 of this CONTRACT.

ATTACHMENT B

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent:

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: Teachstone, Inc.

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 675 Peter Jefferson Parkway, Suite 350

City: Charlottesville State: Virginia Zip Code: 22911

Telephone #: 877-401-8007

Fax #:

Website Address: www.teachstone.com

Year Established: 2010

Number of Years in Business Under Present Name: 2 years - formerly Teachstone Training, LLC

Social Security or Federal Employer Identification #: 37-1989643

Texas Comptroller's Taxpayer Number, if applicable: 32047009082

(NOTE: This is an 11-digit number sometimes referred to as the Comptroller's TIN or TID.)

DUNS Number: 030532901

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any:

☐ Partnership

☒ Corporation

If checked, check one: ☐ For-Profit

☐ Non-Profit

Also, check one: ☐ Domestic

☐ Foreign

☐ Other

If checked, list business structure:

Name of Contract Signatory: Christopher S. Schuster, JD

Job Title: Counsel

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Teachstone Training, LLC from 2010 to March of 2020. At that time Teachstone Training, LLC converted to Teachstone, Inc. on the records of the Virginia State Corporation Commission.

ATTACHMENT B

Provide address of office from which this project would be managed:

675 Peter Jefferson Parkway, Suite 350			
(Street Address)			
Charlottesville	Virginia	22911	
(City)	(State)	(Zip Code)	
Telephone #:	877-401-8007	Fax #:	
Annual Revenue:	\$30,000,000.00		
Total Number of Employees:	150		
Total Number of Current Clients/Customers:	1000+		

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

Teachstone solely focuses on its CLASS assessment and related materials, training, observations and professional development that utilize or derive from the CLASS tool specifically or interactions more generally.

List Related Companies:

None.

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings:

Name:	Beja Williams	Title:	Regional Director, Midwest
Address:	675 Peter Jefferson Parkway, Suite 350		
City:	Charlottesville	State:	VA
		Zip Code:	22911
Telephone #:	214-616-4615	Fax #:	
Email:	beja.williams@teachstone.com		

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

☐ Yes ☒ No

4. Is Respondent authorized and/or licensed to do business in the State of Texas?

☒ Yes ☐ No

If "Yes", list authorizations/licenses

Teachstone is registered as a foreign entity with the State of Texas and remits appropriate franchise taxes as required.

5. Where is the Respondent's corporate headquarters located?

Address:	675 Peter Jefferson Parkway, Suite 350		
City:	Charlottesville	State:	Virginia
		Zip Code:	22911

ATTACHMENT B

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

☐ Yes ☒ No

If "Yes", respond to A and B below:

A. How long has Respondent conducted business from its San Antonio office?

Years: Months:

B. State the number of full-time employees at the San Antonio office?

If "No", does the Respondent have an office located within Bexar County, Texas?

☐ Yes ☒ No

If "Yes", respond to C and D below:

How long has Respondent conducted business from its Bexar County office?

Years: Months:

State the number of full-time employees at the Bexar County office?

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

☐ Yes ☒ No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

☐ Yes ☒ No

If "Yes", state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

☐ Yes ☒ No

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities, and amount of assets.

ATTACHMENT B

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

☐ Yes ☒ No

If "Yes", state the name of the regulatory body or professional organization, date, and reason for disciplinary or pending disciplinary action.

11. Previous Contracts:

A. Has the Respondent ever failed to complete any contract awarded?

☐ Yes ☒ No

If "Yes", state the name of the organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

B. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

☐ Yes ☒ No

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

C. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

☐ Yes ☒ No

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

ATTACHMENT B

References

Beaumont Independent School District

Provided remote Live & in-person Live CLASS Observations totaling 28 PreK Head Start Classrooms. Created custom CLASS Observation detail reports for each classroom and a program level report for district leaders. Other services included CLASS Foundations for Teachers and CLASS Affiliate Training program.

Carolyn Little, Bingman Head Start Director
clittle@bmtisd.com
409-617-6201
PO BOX 672
Beaumont, Texas 77704

AVANCE San Antonio - Wintergarden

In 2021 provided remote Live & in-person Live CLASS Observations totaling 9 PreK Head Start Classrooms and 22 Early Head Start Classrooms. Standard CLASS Observation reports for each classroom and a program level report for administrators.

Clarrissa Rodriguez
Early Learning and Inclusion Manager
AVANCE-Wintergarden
713 E. Main St Uvalde TX 78801
Office: 830-278-3326 Fax: 830-278-3553
crodriguez.wg@avancesa.org

Community Action Corporation of South Texas

In 2021- 2022 Conducted CLASS Observation training for program coaches, implemented myTeachstone Online Platform and hosted multiple CLASS Primer for Teachers trainings for new staff.

Nora Casaeres
Child Development & Education Manager
204 East 1st Street
P.O Drawer 1820
Alice, Texas 78333

Early Matters Dallas & The Commit Partnership

Partnered with EMD on multi-year shared services project (2018-present) impacting Dallas County public school districts, Texas Rising Star Providers and other stakeholders to implement the CLASS Tool. Services included all Teachstone professional development for teachers, coaches and administrators, access to the data platform myTeachstone, Instructional & Emotional Support Kits, CLASS supporting materials such as CLASS Dimension Guide & Dictionary's.

Devron Armstrong
Manager, PK-12 Team Best in Class
3000 Pegasus Park Drive
Suite 900, Dallas TX 75247
devron.armstrong@commitpartnership.org