



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 18, 2023

Agenda Section: Consent

Agenda Item Title: Approve the Memorandum of Understanding (MOU) for Texas A&M-SA Mobile Autism

From/Presenters: Millcent Marcha, Chief Academic Officer
Christopher Douglas, Director of Special Education

Description: School-based autism services provided by The Institute for Autism and Related Disorders (IARD) Autism Mobile Assessment Bus and Learning Environment (AMABLE) for qualifying students receiving special education services. The program will have training and professional development for parents and teachers.

Historical Data: This partnership is the first of its kind in South Bexar County that will benefit the students, families, and staff of South San Antonio ISD.

Recommendation: Approve the MOU with Texas A&M- SA Mobile Autism partnership for the 2023-2024 school year.

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), shall be effective upon final execution of this Agreement (the “Effective Date”) by and between Texas A&M University-San Antonio, a member of The Texas A&M University System, an agency of the State of Texas (the “University”), and South San Antonio Independent School District, (“Client”)

1. TERM

It is understood that time is of the essence in the Work to be performed under this Agreement and that Client shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Client’s business or profession. This Agreement will commence on September 25, 2023, and terminate on September 1, 2024.

2. PURPOSE

This Agreement is for the provision of professional services outlined in the attached “Appendix A” - Scope of Work. Client represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement.

3. DELIVERABLES-SCOPE OF WORK: The University and Client hereby agree as follows:

3.1 Client shall provide Professional Services, which include, but are not limited to:

- School-based autism services provided by The Institute for Autism and Related Disorders (IARD) Autism Mobile Assessment Bus and Learning Environment (AMABLE)

3.2 The scope of the work (“Work”) and the time for performance thereof, is as set forth in Appendix “A” attached hereto and made a part hereof for all purposes including the HUB subcontracting plan and any reports required thereunder.

3.3 Upon execution of this Agreement, all services previously performed by Client on behalf of the University and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

3.4 University shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Client for use in the Service under this Agreement. Client shall use reasonable efforts to verify the accuracy and suitability of any information supplied to Client by University, or any other party, that Client uses for the Project. Client shall identify to the University in writing any such documents or data which, in Client’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. University does not warrant the accuracy or suitability of such documents or data as are furnished unless Client advises University in writing that, in Client’s professional opinion, such documents or data are unsuitable, improper, or inaccurate and University confirms in writing that it wishes Client to proceed in accordance with the documents or data as originally given.

3.5 Client agrees and acknowledges that the University is entering into this Agreement in reliance on Client's represented professional abilities with respect to performing the services, duties, and obligations under this Agreement. Client shall perform its services in accordance with the usual and customary professional standards of care, skill and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the "Standard of Care"). Subject to this Standard of Care, Client shall interpret and apply applicable national, federal, state, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the Client that will limit or prevent performance by Client of its services.

3.6 Client shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform its services in an expeditious and economical manner consistent with the interests of the University. Client's Project Principal(s) responsible for managing the Project is identified in Appendix "A" and, while employed by Client, shall not be changed without the prior written approval of the University.

3.7 University's approval or acceptance of Client's services shall not relieve Client of any of its professional duties nor release Client from any liability for negligent delivery of such services because University is, at all times, relying upon Client's skill and knowledge in performing Client's services. University shall have the right to reject any of Client's services due to any material errors or omissions in any deliverables prepared by Client or its Clients. Upon notice of any such errors or omissions, Client shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the University. Client's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which University may have at law or in equity, or both.

4. PAYMENT TERMS and MAXIMUM CONTRACT SUM

4.1 For the satisfactory performance of the work, the Client shall pay the University \$0 as services outlined in Appendix A are grant-funded and contingent on the continued availability of funding.

4.2 Payments of the amount due to Client will be provided by the University upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Appendix "A" and provides supporting documentation for reimbursable expenses relating to Work requested by the University, if any. The invoice must be signed by the Client and submitted to the University at the address specified in Section 8 below. Payment for travel-related expenses shall be in accordance with State of Texas Travel Guidelines.

4.3 The University makes no representations regarding the amount or type of services, if any, that Client will be asked to provide to the University during the term(s) of this Agreement. It is expressly understood that the University is under no obligation to request any services from the Client and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the University on an as-needed basis, subject to future agreement on the scope of the work and the fee.

5. DEFAULT AND TERMINATION

5.1 In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

5.2 The University may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Client. Upon termination pursuant to this paragraph, Client shall be entitled to payment of such amount as shall compensate Client for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Client shall have delivered to the University a final report describing the work completed to the date of termination. The University shall not be required to reimburse Client for any services performed or expenses incurred after the date of termination notice.

6. UNIVERSITY FACILITIES

University will provide Client with office space, as needed, to carry out Client's duties under this Agreement. Any non-consumable items provided by the University will remain the University property at the termination of this Agreement unless otherwise agreed in writing. Client and its employees will be permitted access to and use of the allocated office space, but the University reserves the right to enter the premises to conduct University business, as may be reasonably necessary or for health and safety purposes.

7. INSURANCE

Client shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to the University. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to Client under this Agreement. Client shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Client is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to the University at least ten days before the effective date of the cancellation.

Coverage

Limit

7.1 Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for the University. Workers' compensation insurance is required and no "alternative" forms of insurance will be permitted.

7.2 Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

7.3 Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

<u>Coverage</u>	<u>Limit</u>
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$ 300,000
Medical Payments	\$ 5,000

The required commercial general liability policy must be issued on a form that insures [Vendor's] or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

7.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Client and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Client agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

7.5 Client will deliver to Texas A&M University:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Client under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

a. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University-System, The Texas A&M University System and Texas A&M University-San Antonio as Additional Insureds up to the actual liability limits of the policies maintained by Client. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

b. All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University-San Antonio. No policy will be canceled without unconditional written notice to the University at least ten days before the effective date of the cancellation.

c. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to the University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by the University prior to the performance of any services by Client under this Agreement. Client is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name:	Department of – Contract Administration
Address:	One University Way, San Antonio, Texas 78224
Contact #:	(210) 784-2030
Email Address:	Deborah.Campos@tamusa.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by the University in writing.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents prepared by the Client under this Agreement, and the ideas and designs contained therein, shall be property of the University. Client shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Client for information and reference in connection with the project.

9. NOTICES

Any notice required or permitted under this Agreement must be in writing and shall be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. University and Client can change their respective notice address by sending the other party a notice of the new address. Notices should be addressed as follows':

Texas A&M University:	Texas A&M University – San Antonio Institute for Autism and Related Disorders One University Way San Antonio, Texas 78224 210-784-2449 Email: sarah.minner@tamusa.edu
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Client: South San Antonio Independent School District
Attn: Henry Yzaguirre
1450 Gillette Blvd
San Antonio, Texas 78224
210-977-7000
Email: henry.yzagiurre@southsanisd.net

10. PUBLIC INFORMATION

10.1 Client acknowledges that the University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

10.2 Upon the University's written request, Client will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to the University in a non-proprietary format acceptable to the University. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which University has a right of access.

10.3 Client acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

11. CONFLICT OF INTEREST

By executing and/or accepting this Agreement, Client and each person signing on behalf of the Client certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (TAMUS) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the University or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

12. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the University and Client to attempt to resolve any claim for breach of contract made by Client that cannot be resolved in the ordinary course of business. Client shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine Client's claim and any counterclaim and negotiate with Client in an effort to resolve the claim.

13. HUB SUBCONTRACTING

It is the policy of the State of Texas, the Texas Procurement and Support Services and the Texas A&M University System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing. The Client having been awarded this Contract in part by complying with the Historically Underutilized Business (HUB) Certification Program, Chapter 111, Subchapter B, 1 T.A.C., shall continue to comply with the program and its accepted HUB Subcontracting Plan.

Client agrees on allocating work to subcontractors (Clients) as listed (or indicated) on their HUB Subcontracting Plan, in accordance with The Texas A&M University System Policy on Historically Underutilized Businesses. No changes to the HUB Subcontracting Plan may be made unless approved in writing by the University. While this Agreement is in effect and until the expiration of one year after completion, the University may require information from the Client, and may conduct audits, to assure that the HUB Subcontracting Plan is followed.

14. MISCELLANEOUS

- A. **Client agrees to indemnify and hold harmless the University from any claim, damage, liability, expense or loss arising out of the Client's negligent or intentional acts or omissions in performance under this Agreement.**
- B. Client shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of University.
- C. Client shall be an independent contractor, and neither Client nor any employee of Client shall be deemed to be an agent or employee of the University. As an independent contractor, the Client will be solely responsible for determining the means and methods for performing the services described. Client shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the University relative to conduct on its premises.
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- D. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- E. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, the venue for any suit filed against the University shall be in the county in which the primary office of the chief executive officer of the University is located.
- F. If Client is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Client certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Client is exempt from the payment of franchise (margin) taxes.
- G. University may request a client to perform a criminal background check on any employee and/or representative of Client who conducts business pursuant to this Agreement on the campus of University.
- H. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.
- I. Pursuant to Section 2252.903, *Texas Government Code*, Client agrees that any payments owing to Client under this Agreement may be applied directly toward certain debts or delinquencies that Client owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- J. Client expressly acknowledges that the University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- K. Client acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits University from using state appropriated funds to enter any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Client is an individual, by signing this Agreement, Client certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- L. Performance by the University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the University will issue written notice to the Client and the University may terminate this Agreement without further duty or obligation hereunder. Client acknowledges that appropriation of funds is beyond the control of the University.

15. ADDITIONAL TERMS

- a. **Notice of Terms of "Click-Through" License Terms.** (If Applicable) In the event that Vendor requires Authorized users to agree to terms relating to the use of the Service(s) before permitting Authorized Users to gain access to the Service(s) (commonly referred to as "click-through" licenses), Vendor shall provide Institution with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.
- b. **Delinquent Child Support Obligation.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from the state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the Vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specific grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- c. **Franchise Tax Certification.** If Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Vendor is exempt from the payment of franchise (margin) taxes.
- d. **Loss of Funding.** Performance by Institution under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Institution will issue written notice to Vendor and Institution may terminate this Agreement without further duty or obligation hereunder. Vendor acknowledges that appropriation of funds is beyond the

control of Institution.

- e. **State Auditor's Office.** Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. The vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.
 - f. **Non-Waiver.** Vendor expressly acknowledges that Institution is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver of relinquishment by Institution of its right to claim such exemptions, privileges, and immunities as may be provided by law.
 - g. **Dispute Resolution.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the State Attorney General pursuant to Chapter 2260, shall be used by Institution and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to Institution's Purchasing Office, who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.
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- h. **Access by Individuals with Disabilities.** Vendor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Institution under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Vendor becomes aware that the EIRs, or any portion thereof, do not comply, then Vendor represents and warrants that it will, at no cost to Institution, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Vendor fails or is unable to do so, then Institution may terminate this Agreement and Vendor will refund to Institution all amounts Institution has paid under this Agreement within thirty (30) days after the termination date.
 - i. **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF INSTITUTION (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON INSTITUTION'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY'S FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON INSTITUTION EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
 - j. **Enforceability.** This Agreement is enforced only against and by the parties who have executed it; the Agreement neither creates nor restricts the rights of third parties. Further,

this Agreement provides that Institution shall enforce the terms of this Agreement against third parties, or restricts the legal rights of third parties, such provision shall be void.

Addendum Controlling. In the event there is a conflict between the terms and conditions of the Agreement and Appendix A, then Appendix A will control.

Equal Opportunity. This contractor and subcontractor shall abide by the requirements of 41 CFT §§ 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

Texas A&M University-San Antonio

South San Antonio Independent School District

Signature

Signature

Print Name

Print Name

Title

Title

(Date)

(Date)

Appendix “A”

Scope of Work

Purpose: The purpose of the A&M-SA Institute for Autism and Related Disorders (IARD) AMABLE and South San ISD agreement is to: 1. Improve access to school-based autism services 2. enhance the professional capacity of school staff to identify, evaluate, and support children with autism effectively 3. Increase family engagement and support by providing training and resources.4. Promote research and evaluation, focusing on the implementation and effectiveness of evidence-based autism practices in school				
Objectives	Activities	Deliverable	Timeline	Price
Objective 1 To develop the AMABLE unit, equipped to travel with the necessary materials, equipment, and personnel to provide high-quality, school-based autism services, where resources are scarce.	Activity 1.1 IARD staff and school personnel will enter into a mutually beneficial research agreement to implement school-based autism services in accordance with the A&M-SA Institutional Review Board (IRB) approved protocols	Signed research agreement	On or before October 1, 2023	\$0
	Activity 1.2 IARD staff and school personnel will engage in a data review to include district Results Driven Accountability (RDA), Texas Academic Performance Reports (TAPR), Autism Lifeline Links (ALL) enrollment data and additional sources of information deemed appropriate to develop a targeted location for delivery of future services.	SSISD Implementation Plan	On or before November 1, 2023	\$0
Objective 2 To provide comprehensive autism services, including screeners, Functional Behavioral Analysis, Behavior Intervention Plans, and linkage to community supports, from early to exit.	Activity 2.1 IARD staff will conduct, at a minimum of 2, Functional Behavior Assessments (FBAs) and develop Behavior Intervention Plans (BIPs)	FBAs and BIPs	Ongoing	\$0
	Activity 2.2 IARD staff will support the implementation of the BIP with initial training of designated school personnel and provide ongoing support every grading period, by reviewing Individual Education Plan (IEP) progress data and	Meeting Agenda with notes	Ongoing	\$0

	follow up training when needed.			
	Activity 2.3 IARD staff will meet with school personnel or families to connect students with Autism Lifeline Links (ALL), an IARD operated program offering community supports from birth to lifespan	Pre and Post ALL aggregate data	Ongoing	\$0
Objective 3 To raise community awareness, by providing or facilitating teachers and parents on ABA techniques and autism-related issues.	Activity 3.1 IARD staff and school personnel will create a mutually agreeable teacher and parent training calendar for the 2023-2024 school year. Sessions will be rooted in evidenced based, Applied Behavior Analysis (ABA) practices for supporting students with autism.	Calendar with projected dates, times, topics and locations	On or before November 1, 2023	\$0
	Activity 3.2 IARD staff will deliver and school personnel will facilitate, at a minimum of five-60 minute sessions or five hours of parent training on principles rooted in ABA.	Parent training sessions with aggregate data provided after each session	Ongoing	\$0
	Activity 3.2 IARD staff will deliver, and school personnel will facilitate, at a minimum of five-60 minute sessions or five hours, of teacher training on principles rooted in ABA.	Teacher training sessions with aggregate data provided after each session	Ongoing	\$0

Appendix B Payment Schedule

Payment Terms

The cost for all services provided in Appendix A will be delivered free of charge and are contingent on the continued availability of grant funding. Should South San ISD wish to request additional services outside of the scope of work, an amendment must be completed.

AMABLE services may be continued in the 2024-2025, pending the availability of grant funding or contracted services.