



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: September 16, 2020

Purpose:

☐ Presentation/Report

☐ Recognition

☐ Discussion/ Possible
Action

☐ Closed/Executive Session

☐ Work Session

☐ Discussion Only

☒ Consent

From: Rosanna Carmona-Mercado, Director of Early Childhood

Item Title: Approve contract with The University of Texas at San Antonio to conduct community research in the areas of community characteristics and trends; to wit, the assessment of those areas. The update to the community needs assessment allows our program to build on strengths and adjust to build on missed opportunities.

Description: Head Start must conduct a community assessment at least once over the five-year grant period (2017). The community assessment must be annually reviewed and updated to reflect any significant changes.

Historical Data: Head Start department has contracted with The University of Texas San Antonio for the community assessment since 2019.

Recommendation: Approve contract with The University of Texas at San Antonio to conduct community research in the areas of community characteristics and trends; to wit, the assessment of those areas. The update to the community needs assessment allows our program to build on strengths and adjust to build on missed opportunities.

District Goal/Strategy:

Select a Goal or Strategy: 3: We will develop a strong support system which will provide meaningful and innovative instruction that promotes critical thinking and problem solving.

Funding Budget Code and Amount: 205 - \$ 4,791

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:

SPONSORED RESEARCH AGREEMENT

Fixed Price

This Sponsored Research Agreement (the "Agreement") is made between The University of Texas at San Antonio, ("University"), an academic component of The University of Texas System ("System"), having an address at One UTSA Circle, San Antonio, Texas 78249, and the South San Antonio ISD Head Start, a corporation with a principal place of business at 1450 Gillette Blvd., San Antonio, Texas 78224 ("Sponsor").

RECITALS

- A. University and Sponsor are each pursuing research in the areas of community characteristics and trends; to wit, the assessment of those areas.
- B. Sponsor desires to collaborate with University and is willing to sponsor University's research.
- C. Sponsor desires to obtain certain rights to patents and technology resulting from the research.
- D. University is willing to collaborate and to grant certain rights to patents and technology that result from the research collaboration.

In consideration of the mutual covenants and promises herein contained, the University and Sponsor agree as follows:

1. PERIOD OF PERFORMANCE

This Agreement shall be effective as of September 15, 2020 (the "Effective Date") through and including November 15, 2020 (the "Term"). The parties may extend this Agreement for a mutually agreeable period.

2. RESEARCH PROGRAM

- a. University will use its own facilities and its reasonable efforts to conduct the research program described in Exhibit A ("Research Program") under the direction of its employee, Dr. Lloyd Potter, or a successor as mutually agreed to by the parties (the "Principal Investigator").
- b. Sponsor understands that University's primary mission is education and advancement of knowledge and the Research Program will be designed to carry out that mission. The manner of performance of the Research Program shall be determined solely by the Principal Investigator. University does not guarantee specific results.
- c. Sponsor understands that University may be involved in similar research through other researchers on behalf of itself and others. University shall be free to continue such research provided that it is conducted separately and by different investigators

from the Research Program, and Sponsor shall not gain any rights via this Agreement to other research.

- d. University does not guarantee that any intellectual property will result from the Research Program, that any resulting intellectual property will be free of dominance by other's rights, including rights based on inventions made by other inventors in the System independently of the Research Program.

3. COMPENSATION

- a. As consideration for University's performance, Sponsor will pay the University the fixed amount of \$4,791. An initial payment of \$2,395.50 shall be made upon execution of this Agreement, and subsequent payments shall be made as indicated in Exhibit B ("Compensation Schedule & Deliverables").
- b. Sponsor will make payments to "The University of Texas at San Antonio", referencing the Principal Investigator and Research Program title, to the following address:

The University of Texas at San Antonio
Grants and Contracts Financial Services (GCFS)
One UTSA Circle
San Antonio, TX 78249

- c. The Principal Investigator may transfer funds within the budget as needed without Sponsor's approval so long as the scope of work under the Research Program remains unchanged.
- d. University shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.

4. COMMUNICATION AND REPORTS

- a. Sponsor's designated representative for communications with the Principal Investigator shall be Rosanna Mercado, or any other person Sponsor may designate in writing to University and the Principal Investigator ("Designated Representative").
- b. The Principal Investigator will make one written report(s) summarizing the work completed each month of the Research Program. The Principal Investigator shall also submit a comprehensive final report at or before termination of the Agreement.

5. PUBLICITY

Neither party will reference the other in a press release or any other oral or written statement intended for use in the public media in connection with the Research Program and its results, except as required by the Texas Public Information Act or other law or

regulation. University, however, may acknowledge Sponsor's support of the Research Program in scientific or academic publications or communications without Sponsor's prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

6. PUBLICATION AND ACADEMIC RIGHTS

The Principal Investigator has the right to publish or otherwise publicly disclose information gained in the course of the Research Program. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, University will submit any prepublication materials to Sponsor for review and comment at least sixty (60) days prior to planned submission for publication. Sponsor shall notify University within thirty (30) days of receipt of such materials whether they describe any inventions or discoveries subject to the parties' rights under Section 8. University shall have the final authority to determine the scope and content of any publications, subject to the requirements of Section 7 of this Agreement.

7. CONFIDENTIAL INFORMATION

- a. The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties during the Term, and for a period of three (3) years from the end date of this Agreement, provided that the recipient party's obligation shall not apply to information that:
 - i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. is already in the recipient party's possession at the time of disclosure;
 - iii. is or later becomes part of the public domain through no fault of the recipient party;
 - iv. is received from a third party having no obligations of confidentiality to the disclosing party;
 - v. is independently developed by the recipient party; or
 - vi. is required by law, court order, or regulation to be disclosed.
- b. In the event that information is required by law, court order, or regulation to be disclosed, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law, court order, or regulation.

8. PATENTS, COPYRIGHTS, AND TECHNOLOGY RIGHTS:

- a. Title to all inventions and discoveries made solely by University inventors resulting from the Research Program shall reside in University; title to all inventions and discoveries made solely by Sponsor inventors resulting from the Research Program shall reside in Sponsor; title to all inventions and discoveries made jointly by University and Sponsor inventors resulting from the Research Program shall reside

jointly in University and Sponsor. Inventorship shall be determined in accordance with U.S. Patent law.

- b. University will disclose to Sponsor any inventions or discoveries resulting from the Research Program as soon as possible after creation and reduction to practice. Sponsor shall notify University within thirty (30) days of receipt of disclosure whether:
 - i. Sponsor desires University to file patent applications on any invention, in which case Sponsor shall reimburse all University patent application filing costs, including those for patentability opinions; or
 - ii. Sponsor desires to use its own patent counsel to file patent applications, in which case Sponsor shall be directly responsible for patent application filing but shall obtain University's prior approval of counsel and of patent applications; or
 - iii. Sponsor does not desire that a patent application be filed in which case the rights to such invention shall be disposed of in accordance with University policies with no further obligation in Sponsor.
- c. With respect to inventions for which Sponsor has agreed to file patent application or to reimburse University's costs for filing patent applications, University grants Sponsor an option to negotiate an exclusive or non-exclusive, worldwide, royalty-bearing license to make, use or sell under any invention or discovery owned wholly or partly by University and made or conceived and reduced to practice during the Term of this Agreement or within six (6) months thereafter and directly resulting from the Research Program. If Sponsor elects an exclusive license, it will include a right to sublicense with accounting to University. Sponsor shall have three (3) months from disclosure of any invention or discovery to notify University of its desire to enter into such a license agreement, and the parties shall negotiate in good faith for a period not to exceed six (6) months after that notification, or such period of time as to which the parties shall mutually agree.
- d. If Sponsor and University fail to enter into an agreement during such period of time, the rights to such invention or discovery shall be dealt with in accordance with University policies with no further obligation to Sponsor.
- e. Under University policy, University investigators own copyright in their scholarly works. Scholarly works resulting from the Research Program are not subject to the terms of this Section 8.

9. INDEMNIFICATION

- a. Sponsor agrees to indemnify and hold harmless System, University, their Regents, officers, agents and employees from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by Sponsor of the results obtained from the activities

performed by University under this Agreement; provided, however, that the following is excluded from Sponsor's obligation to indemnify and hold harmless:

- i. the negligent failure of University to substantially comply with any applicable governmental requirements; or
 - ii. the negligence or willful malfeasance of any Regent, officer, agent, or employee of University or System.
- b. Both parties agree that upon receipt of a notice of claim or action arising out of the Research Program, the party receiving such notice will notify the other party promptly. Sponsor agrees to provide attorneys, at its own expense, to defend against any actions brought or filed against University, System, their Regents, officers, agents, and/or employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of The Texas Attorney General, University agrees to cooperate with Sponsor in the defense of such claim or action.

10. INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

11. TERMINATION

- a. This Agreement may be terminated prior to the above stated expiration date by means of a signed written agreement of both parties.
- b. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.
- c. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor shall pay University for all reasonable expenses incurred or committed to be expended as of the effective termination date, including salaries for appointees for the remainder of their appointment.
- d. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

12. EXPORT CONTROL

- a. It is understood that both parties are subject to U.S. laws and regulations controlling the export of certain items, commodities, defense articles, Confidential Information, proprietary technical data or source code, collectively hereafter

referred to as “Items.” Each party is obligated to comply with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). Prior to providing any Items which are subject to U.S. export laws and regulations, and prior to furnishing any Items where oral instruction or inspection may disclose technical data subject to such export controls, the disclosing party shall notify receiving party’s export control officer in writing of the Items and applicable export controls. Receiving party shall have the right to decline or limit the receipt of such Items, and any task requiring receipt of such Items. The transfer of Items may require a license from the cognizant agency of the U.S. government. The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement.

- b. For cases whereby University is the Receiving Party, recipients of Confidential Information disclosed to University for the purposes hereunder may include, but are not limited to, the individual person(s) identified in the attached Exhibit C [“Acknowledgement Of Contact Person for The University Of Texas at San Antonio (UTSA)”].

13. EXHIBITS

- a. Exhibits A, B and C are incorporated herein and made a part of this Agreement for all purposes.
- b. In the event of any direct conflict between the terms and conditions of this Agreement and any document referenced herein or any Exhibit, the terms of this Agreement shall control.

14. GENERAL

- a. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of University, which may not be unreasonably withheld, Sponsor may assign this Agreement to any purchaser or transferee of all or substantially all of Sponsor's assets or stock upon prior written notice to University, and University may assign its right to receive payments hereunder.
- b. This Agreement constitutes the entire and only agreement between the parties relating to the Research Program, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by duly authorized representatives of the parties.
- c. Any official notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, or by a recognized overnight courier, addressed as follows:

in the case of University to:

The University of Texas at San Antonio
Office of Contracts
Attn: Jessica Fernandez
One UTSA Circle
San Antonio, Texas 78249

or in the case of Sponsor to:

South San Antonio ISD Head Start
1450 Gillette Blvd.
San Antonio, Texas 78224
ATTN: Rosanna Mercado,
Director of Early Childhood
Phone: 210-977-7051

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

Other communications regarding the day-to-day administration and operation of this Agreement shall be mailed (or otherwise delivered), and addressed as follows:

in the case of University to:

The University of Texas at San Antonio
Research Service Center DTC
Attn: RSC Director (Theresa Bailey, PhD)
One UTSA Circle
San Antonio, Texas 78249
Phone: (210) 458-4226

or in the case of Sponsor to:

South San Antonio ISD Head Start
1450 Gillette Blvd.
San Antonio, Texas 78224
ATTN: Rosanna Mercado,
Director of Early Childhood
Phone: 210-977-7051

- d. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By _____
Name: Michelle L. Stevenson, PhD,
Title: Associate Vice President for
Research Integrity
Date: _____

SPONSOR: SSAISD

By _____
Name: Rosanna Mercado,
Director of Early Childhood
Phone: 210-977-7051
Date _____

Principal Investigator:

I have read this Agreement and
understand my obligations hereunder:

By _____
Name: Lloyd Potter, PhD _____
Title _____
Date _____

EXHIBIT A

Scope of Work for updating the South San Antonio ISD Head Start Head Start 2020 Comprehensive Community Needs Assessment Update

UTSA will conduct research to identify, collect, and analyze secondary data from existing sources (or primary data where needed) for the South San Antonio ISD Head Start service area.

Data to be collected and analyzed will include:

- The demographic make-up of the larger community and an estimate of the Head Start eligible children and families (estimated number, geographic location, and racial and ethnic composition).
- A description of other child development programs serving Head Start and Early Head Start area;
- An estimate of the number of children with disabilities (four years of age or younger) using Texas Education Agency PIEMS data and data from the U.S. Census Bureau..
- Information on education, health, nutrition and social service needs of Head Start eligible children and their families provided by the South San Antonio ISD Head Start or collected by UTSA;
- An analysis and description of community resources addressing needs of Head Start eligible children and families.

Data sources for this research may include the U.S. Census, the American Community Survey, the Texas Education Agency, Texas Kids Count, the South San Antonio ISD Head Start provided information/data from the Head Start Parents and Staff, South San Antonio ISD Head Start provided Community Stakeholder input as well as other pertinent data relevant to this assessment.

EXHIBIT B

Compensation Schedule & Deliverables

An initial payment of \$2,395.50 shall be made upon execution of this Agreement, and subsequent payment of \$2,395.50 shall be made on or before November 15, 2020. Total for this project: \$4,791.

EXHIBIT C

Acknowledgement Of Contact Person for The University Of Texas at San Antonio (UTSA):

I have read the Agreement and its Terms and Conditions and understand my obligations, including that if any Confidential Information to be exchanged is export-controlled, I will consult with the UTSA Office of Research Integrity (ORI) *before* any export-controlled Confidential Information is disclosed. As the UTSA Contact Person, I agree I will not take possession or control of any export-controlled Confidential Information without prior approval from ORI, which is the UTSA office responsible for export controls compliance. I will not ever access, use, file, store, or maintain export-controlled Confidential Information related to this contract on any computer or other electronic medium that I personally own, and I will only use UTSA facilities, including physical desk or file storage and/or computer hard disks and/or other electronic medium owned or maintained by UTSA, to file, store, or maintain export-controlled Confidential Information after obtaining approval from ORI..

Signature: _____ Printed Name: Lloyd Potter, PhD _____
Date: _____ Title: _____

Are you a citizen or permanent resident of the U.S.? ☐ Yes ☐ No

Additional UTSA Individual Acknowledgement: To be signed by each additional UTSA individual with access to the Confidential Information of another party.

Complete below or if not applicable, check here: ☐ "Not applicable at this time"

I have read the Agreement and its Terms and Conditions and understand my obligations, including that if Confidential Information to be exchanged is export-controlled, I will consult with the UTSA Office of Research Integrity named above and *before* the disclosure of any export-controlled Confidential Information. As a UTSA individual with access to the export-controlled Confidential Information, I agree I will not use UTSA facilities, including physical desk or file storage and/or computer hard disks and/or other electronic medium owned or maintained by UTSA, to file, store, or maintain export-controlled Confidential Information without prior approval from ORI, which is responsible for export controls compliance.

Signature: _____

Printed name: Po-Chun Huang

Are you a citizen or permanent resident of the U.S.? ☐ Yes ☐ No

Signature: _____

Printed name: _____

Are you a citizen or permanent resident of the U.S.? ☐ Yes ☐ No

Signature: _____

Printed name: _____

Are you a citizen or permanent resident of the U.S.? ☐ Yes ☐ No

Signature: _____

Printed name: _____

Are you a citizen or permanent resident of the U.S.?

☐ Yes

☐ No