

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND THOMAS J. TOBIN CONSULTING

This Services Agreement (“Agreement”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and Thomas J. Tobin (hereafter referred to as “PROVIDER”). A&M System and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with A&M System as the keynote speaker for the Texas A&M University System Council for Academic Technology and Innovation Education (CATIE) Symposium. The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin upon final execution and will extend through June 12, 2019. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

3. PAYMENT TERMS

- A. For the services rendered under this Agreement, A&M System shall pay PROVIDER an amount not to exceed \$5,000, including reasonable and necessary expenses.
- B. PROVIDER can invoice A&M System monthly for the Scope of Work identified in Section 1. For reimbursement of travel expenses, PROVIDER’S invoice(s) must include supporting documents. Payment will be made to PROVIDER upon approval of such invoice by A&M System. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- C. Business-related travel, lodging and/or meal expenses will be reimbursed by A&M System according to the State of Texas rates, rules, and regulations (<http://www.window.state.tx.us//procurement/prog/stmp/>). PROVIDER is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER’S place of business to job site) using the State of Texas mileage. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

- D. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/> .
- E. All invoices must reference the A&M System purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

4. DEFAULT AND TERMINATION

- A. In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, A&M System 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 A&M System.
- B. A&M System may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

5. PUBLIC INFORMATION

- A. PROVIDER acknowledges that A&M System 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.
- B. Upon A&M System’s written request, PROVIDER 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 A&M System in a non-proprietary format acceptable to A&M System. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which A&M System has a right of access.
- C. PROVIDER acknowledges that A&M System 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*.

6. 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 A&M System and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER’s claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum automobile insurance coverage limits required by the state of Texas. PROVIDER shall provide a copy of such insurance coverage within ten (10) days of final execution of this agreement.

In lieu of worker's compensation coverage, PROVIDER shall be required to execute a Hold Harmless Agreement, attached hereto as Exhibit B.

8. MISCELLANEOUS

- A. **Indemnification. PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.**
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- C. **Delinquent Child Support Obligations.** 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 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 specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER 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.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into 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 PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

- F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- G. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State 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*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- H. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- I. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- K. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- L. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact Mr. Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or jzimmermann@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

- M. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

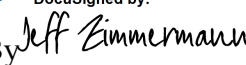
- N. **Loss of Funding.** Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.
- O. **Governing Law.** 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.
- P. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- Q. **Non-Waiver.** PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- R. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, 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.
- S. **Prohibition on Contracts with Companies Boycotting Israel.** If PROVIDER is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, by executing this Agreement, the PROVIDER certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.
- T. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.
- U. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually 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. A&M System and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M System: The Texas A&M University System
301 Tarrow St., Suite 361
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: zimmermann@tamus.edu

PROVIDER: Thomas J. Tobin Consulting
127 Presidents Drive
State College, PA 16803
Phone: (312) 810-0805
Email: dr.tobin@att.net

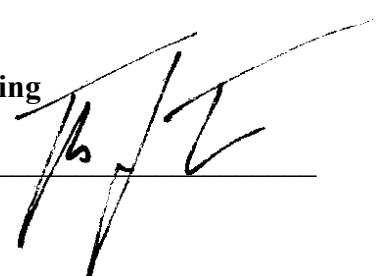
IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

DocuSigned by:
By 
Jeff Zimmermann
Director, Procurement & Business Services

10/23/2018 | 17:06:48 CDT
Date

Thomas J. Tobin Consulting

By 
Date

15 October 2018
Date

EXHIBIT A – SCOPE OF WORK

Presenter: Thomas J. Tobin, PhD, MSLS, PMP, MOT, CPACC

Keynote (45m): “*Going Way Beyond Accessibility with Universal Design for Learning*”

Abstract

In this interactive keynote presentation, we will re-frame accessibility for the Texas A&M system in three productive ways: theory, strategy, and operations. You will learn a framework, universal design for learning (UDL), that expands access and lowers barriers for all learners—not just those with disability accommodation needs. You will also learn how to talk about accessibility with your colleagues in ways that motivate them to take concrete action. Finally, you will learn specific steps to take in order to begin an overall accessibility program for all of your classrooms, whether brick-and-mortar or online.

Description

First, we will talk about what Universal Design for Learning (UDL) is—and isn’t, and how a simple Mental shift can help us to reach out to our learners and give them just 20 more minutes for study and interaction in their busy days. Imagine a single mom who has to drop her kids off at school and then spends 45 minutes in traffic getting to her job. If she could take in the journal article your faculty colleague asked her to read by having her phone read it out loud and broadcast the audio to the Bluetooth connection in her car, she’s just found more time for study that she didn’t have before.

You will learn what Universal Design for Learning is all about, especially as newly revised for higher education (CAST, 2014). You will discover how to implement UDL in the design of your course and service interactions, creating spaces for best teaching and support practices to take place—in the classroom and beyond. This is best accomplished through an incremental approach, using a “next 20” series of milestones—achievements that can be attained in the next 20 minutes, 20 days, and 20 months (Tobin & Behling, 2018).

This keynote session radically reflects on how faculty members and course designers can adopt the Universal Design for Learning framework in order to create learning interactions that

- provide students with better access to learning,
- offer learners more time for study and practice in their busy days, and
- save faculty members time and effort in the bargain.

Based on 30+ years of evidence-based practice and research, (Fonosch & Schwab, 1981; Fichten, 1986; Nelson et al., 1990; Houck et al., 1992; Bento, 1996; Benham, 1997; Bigaj et al., 1999; Cook et al., 2009; Murray et al., 2009; Zhang et al., 2010; Lombardi & Murray, 2011; Murray et al., 2011), you will learn how to provides your senior leadership team with core-business reasons to adopt the Universal Design for Learning (UDL) framework.

Difference between struggle and success. We can see the scope of what we think is the challenge and then suffer from “analysis paralysis,” where we don’t even start at all because the obstacle is too big. You’ll learn ways to

- reduce the accessibility challenge down to a manageable set of tasks,
- experiment with access methods in just a few key parts of your course’s interactions,
- determine where some UDL thinking can save you (and your students) time and effort, and
- talk with your colleagues to help them get started with UDL, too.

In the keynote and the ancillary materials, you will obtain practical, hands-on strategies for expanding learner access and increasing student persistence, retention, and satisfaction—core business drivers for your colleagues in the executive suite.

We can accomplish all of these goals by broadening our focus away from learners with disabilities and toward a larger ease-of-use/general-inclusion mindset. You will learn practical use-them-tomorrow strategies for increasing student access to learning—without having to change what or how you and your colleagues teach.

You'll discover where to find help and create collaboration at your institutions: recent research from CAST and the Center for Universal Design in Education suggests that institutions whose faculty-support, IT, and media-services staff members also use UDL see better adoption rates and deeper penetration of UDL principles across all courses and service interactions (CAST, 2014; DO-IT, 2015).

This keynote uses active-learning techniques and provides take-away resources for you, so that you can return to your institution with concrete information and techniques to share and implement. Especially by relating UDL to broader access benefits for all learners, this keynote's activities serve as a model for you to re-frame accessibility and inclusion conversations.

Breakout Session (45m): *“Expand Learner Choices with Systematic UDL Implementation”*

Abstract

The Texas A&M system aims to make educational materials, practices, and interactions more inclusive and useful for all learners. This interactive breakout session radically reflects on how faculty members, course designers, and campus support units can adopt the Universal Design for Learning framework in order to create learning interactions that

- provide students with better access to learning,
- offer learners more time for study and practice in their busy days, and
- save faculty members time and effort in the bargain.

This breakout session uses active-learning techniques and provides take-away resources for participants. Especially by relating UDL to broader access benefits for all learners, this breakout session's activities serve as a model for participants to re-frame accessibility and inclusion conversations.

Description

Our UDL breakout session posits diversity in its most inclusive form: instead of relying solely on providing accommodation services to learners with disabilities—which is most often a last-minute, ad-hoc, reactive process—adopting UDL as part of our institutional culture of course design, teaching practices, and support services allows all learners to benefit, regardless of their place on the ability or access spectrum.

In our breakout session, we will examine the linked concepts of learner variability and construct relevance. From cultural and linguistic proficiencies, to unbridled enthusiasm for study, to anxiety about the challenges ahead, students vary. Reducing cognitive, linguistic, executive, and affective barriers is of vital importance as students negotiate university expectations differently, according to their widely ranging background experiences.

The purpose of assessment in post-secondary courses varies, as well. Assessments are often designed to gather student data that will yield information about accountability, student progress, and instruction.

- **Accountability:** Assessing student performance with respect to job preparation, prerequisites, and university or college program goals
- **Student Progress:** Assessing changes in student performance over time as a result of instruction (assessment of learning)
- **Instruction:** Probing student responses to instruction in order to optimize the course of learning (assessment for learning)

Assessment is used in courses to determine how well students are meeting goals that have been set (e.g., goals around job performance, goals around changes in knowledge). Measurable outcomes from assessments should be comparable with or benchmarked against set course goals. Assessment outcomes, in turn, should inform further instruction.

You will practice how to make interactions and documents more accessible—not just for people with disabilities, but for learners who are using the time, devices, and methods that their circumstances often dictate. You will craft strategies for one of your courses or learner interactions that increases student choices about how they demonstrate their skills, without changing the criteria by which they demonstrate their skills. You’ll also learn to spot (and reduce) barriers to learner proficiency that don’t apply to what you’re actually assessing, making it easier for students to focus on what they know, while maintaining the academic rigor of your courses and interactions.

Cost Estimate (Actual cost may vary, but may not exceed \$5,000)

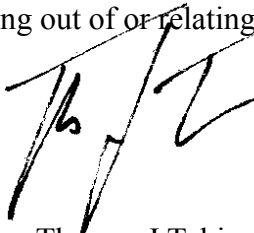
ITEM	DESCRIPTION	TOTAL
Travel Jun 10, 2019	United 3863 SCE-ORD 7:30a-8:27a United 2116 ORD-IAH 10:00a-12:45p United 4050 IAH-CLL 2:40p-3:25p	\$549.00
Meal Jun 10, 2019	Dinner	\$30.00
Lodging Jun 10-12, 2019	Hilton Hotel, 801 University Drive East, College Station TX 77840	\$326.16
Meal Jun 11, 2019	Breakfast	\$10.00
Event June 11, 2019	UDL keynote speech (45 minutes) & conference breakout session (45 minutes)	\$2,500.00
Meal June 11, 2019	Dinner	\$30.00
Meal June 12, 2019	Breakfast	\$10.00
Travel Jun 12, 2019	Shuttle Transportation, College Station TX to Austin TX, Ground Shuttle, Inc.	\$50.00
Parking Jun 10-12, 2019	University Park Airport, State College PA	\$31.50
	Total Estimate	\$3,572.66

EXHIBIT B – HOLD HARMLESS AGREEMENT

In consideration of the A&M System permitting PROVIDER to come onto the A&M System's property to provide certain services, PROVIDER agrees to hold The Texas A&M University System, its Board of Regents, officers, employees, and agents harmless and relieve them from any responsibility or liability for any legal action or damage, cost, or expense (including attorneys' fees) resulting from that work on the A&M System's property and which may result in any injury to a worker employed by PROVIDER.

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this agreement and all of the transactions it contemplates.

Signature:

A handwritten signature in black ink, appearing to read 'T. J. Tobin', written over a diagonal line that crosses the signature area.

Vendor Name: Thomas J Tobin

Printed Name of Person Signing: Thomas J Tobin

Title: Individual Proprietor

Date: 15 October 2018