

MEMORANDUM OF UNDERSTANDING**BETWEEN****NUECES COUNTY AND ROBSTOWN INDEPENDENT SCHOOL DISTRICT****I. Primary Contacts**

Nueces County
Ida Gonzalez-Garza
Nueces County Keach Family Library
1000 Terry Shamsie Blvd
Robstown, TX 78380
361-387-3431

Robstown Independent School District
Daniel Ceballos, Ed.D.
801 North 1st Street
Robstown, TX 78380

II. Statement of Shared Vision / Goals

- The parties listed above agree on the following shared vision for Robstown Independent School District (ISD) 21st Century Afterschool Centers on Education (ACE) Program herein "Program": 1) commitment to Science, Technology, Engineering, and Math (STEM) education; and 2) a strong network of in-school and out-of-school learning opportunities.

III. Purpose of this Document:

To establish a cooperative and mutually beneficial relationship between Nueces County and Robstown I.S.D. and set forth the relative responsibilities of the parties as it relates to Program.

IV. Duration of MOU:

The Memorandum of Understanding, herein "MOU" becomes effective on the last date signed and shall remain in full force and effect until the MOU is canceled by the parties in accordance with the terms set forth herein.

V. General Provisions:

This Memorandum of Understanding does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. It is understood by both parties that each should fulfill its responsibilities under this MOU in accordance with the provisions of law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the others to establish a date for mutual resolution of the conflict.

VI. Responsibilities:

In consideration of the mutual aims and desires of the parties of this MOU and in recognition of the public benefit derived from effective implementation of the programs involved, the parties agree that their responsibilities under this MOU shall be as follows:

- A. Nueces County, through the Keach Family Library, shall help students recognize that the public library is a community safe hub and has valuable resources to help them further their education by:
 - Providing access to social, cultural, intellectual, informative, and recreational library resources
 - Providing programming and digital access to library resources
 - Based upon availability provide iPads to students and teachers and e-resources
 - Hosting community events such as summer reading program (including provision of book and incentives), story walks, and socially distanced "Swing by the Library" events
 - Providing programming for afterschool events face-to-face or virtual (due to the novel coronavirus pandemic), such as technology/robotics/coding and book clubs

- B. ROBSTOWN ISD shall:
 - Administer Program
 - Facilitate students' participation in Keach Family Library activities
 - Promote Keach Family Library activities and resources
 - Assist, as able, with Keach Family Library community events

- C. All parties shall:
 - Maintain an open line of communication regarding Program
 - Agree to work in collaboration to further Program goals

VIII. Effective Administration and Execution of this MOU:

- A. This MOU shall be reviewed annually and remain in full force and effect until specifically terminated by one of the parties to this MOU with thirty (30) days notice of the other party.

- B. Notwithstanding anything to the contrary, the MOU shall terminate upon lack of funding of Program or upon Program dissolution.

IX. Immunity not Waived. Nothing in this MOU is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this MOU and the performance of the covenants contained in this MOU.

X. Amendments to MOU.

- A. This MOU may not be amended except by written MOU approved by the governing bodies of the Parties.

- B. No officer or employee of any of the Parties may waive or otherwise modify the limitations in this MOU, without the express action of the governing body of the Party.

Robstown Independent School District

By: *José H. Moreno*

José H. Moreno , Ed.D.
Superintendent

Date: 1-5-21

Nueces County

By: *Barbara Canales*

Barbara Canales
County Judge

Date: December 16, 2020

ATTEST: _____

By: _____

ATTEST: *Kara Sands*

Kara Sands, County Clerk

