



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: April 20, 2022

Agenda Section: Consent

Agenda Item Title: Memo of Understanding between South San Antonio Independent School District and Texas A & M AgriLife Extension Services.

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable:

Description: AgriLife provides programs, tools, and resources that teach our families how to improve their health by offering a variety of research-based, nutrition education programs. The aim of the program is to help the whole family increase their fruit and vegetable consumption, become more physically active, stretch their monthly food dollar, learn to prepare quick nutritious meals, and adopt better food safety habits.

Historical Data: We have been in partnership with Texas A&M AgriLife since the 2017-2018 school year.

Recommendation: Approve the Memo of Understanding between South San Antonio ISD and Texas A&M AgriLife Extension Services.

Funding Budget Code and Amount: No cost to the district.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between Texas A&M AgriLife Extension Service (“AgriLife”), a member of The Texas A&M University System, an agency of the State of Texas, and South San Antonio ISD (“Collaborator”). AgriLife and Collaborator may also be referred to herein collectively as “Parties” and singularly as a “Party.”

Background:

Collaborator is South San Antonio ISD

AgriLife is a community resource that focuses on improving the lives of people, businesses and communities through practical, how-to education. AgriLife provides programs, tools, and resources, local and statewide, that teach people how to improve agriculture and food production, advance health practices, protect the environment, strengthen communities, and enrich youth. Specifically, AgriLife offers a variety of research-based, nutrition education programs and information to families and youth with limited resources in over 200 counties in the State of Texas. The aim of these programs is to help Texans of all ages increase their fruit and vegetable consumption, become more physically active, stretch their monthly food dollars, learn to prepare quick, nutritious meals, and adopt better food safety habits.

Understanding of the Parties:

The purpose of this MOU is to document the proposed collaboration and coordination necessary to provide educational opportunities to the students of Collaborator and their families.

The Parties, subject to availability and resources, will endeavor to collaborate and provide and/or perform the following:

1. The Parties will work together to determine which educational programs, presentations, activities and/or events offered by AgriLife (collectively the “Programs”) would be in the best interest of and/or have the most value to the students of Collaborator and their families. The Parties will schedule presentations of Programs by AgriLife at Collaborator’s properties by mutual agreement. The number of Programs presented by AgriLife pursuant to this MOU during the term will be subject to availability of AgriLife instructor(s) and other resources, and the demand for the Programs by the students of Collaborator and their families.
2. The Programs to be offered by AgriLife may include the following:
 - Expanded Food and Nutrition Education Program
 - Healthy South Texas
 - Walk Across Texas!
 - Dinner Tonight
 - Type 2 Diabetes Education programs
 - Growing & Nourishing Healthy Communities/Learn Grow Eat Go
 - Health Talk Express
 - Better Living for Texans Program
 - Other programs offered and identified as needed
3. Collaborator will provide meeting space (including tables and chairs) and location(s) for Programs; time(s) and date(s) to be determined and mutually agreed to by the Parties.

4. Collaborator will provide referrals for and/or advertising of Programs to potential Program participants. Such referrals and/or advertising may consist of posting of flyers, posting of Programs on Collaborator's web site(s) and/or in person referrals.
5. AgriLife will provide sign in sheets for participants of Programs and Collaborator will keep track of the number of participants attending each Program event using the sign in sheets. Collaborator will share the sign in sheets and/or an aggregate participant attendance numbers with AgriLife upon request.

Duration:

This MOU becomes effective on the date of the last signature of the Parties as reflected below and shall remain in effect for one (1) year from such date unless earlier terminated as provided herein. The Parties may agree, in writing, to extend the term of this MOU. In addition, this MOU may be modified or amended if both Parties agree in writing. Either Party may terminate this MOU at any time, without cause, by providing 30 days prior written notice to the other Party. This MOU may also be terminated at any time by mutual agreement of the Parties.

Financial Obligations:

There will be no compensation or exchange of funds between the Parties as a result of this MOU. Each Party will be responsible for its own costs and/or expenses incurred as a result of this MOU. Furthermore, the Parties agree that nothing in this MOU shall compel or be interpreted so as to compel either of the Parties to provide more resources than those available, without a separate written agreement or an amendment to this MOU.

The Parties specifically acknowledge that this MOU is not an obligation of funds and is not intended to and does not create any contractual rights or obligations, or a legally binding commitments by either Party, or create any rights in any third party.

Miscellaneous:

This MOU will not be construed to create any partnership, joint venture or other similar relationship between the Parties, nor shall either Party enter into obligations or commitments on behalf of the other Party.

Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship.

Except as needed to promote the Programs contemplated by this MOU, Collaborator shall not use AgriLife's or The Texas A&M University System's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving AgriLife's prior written approval.

Nothing in this MOU shall be construed to constitute a waiver or relinquishment of any privileges, immunities and/or defenses granted to either of the Parties by virtue of applicable laws. AgriLife is an agency of the State of Texas and nothing in this MOU waives or relinquishes AgriLife's right to claim any exemptions, privileges, and immunities as may be provided by law.

AgriLife is subject to and must 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.

This MOU shall be governed by and constructed in accordance with the laws of the State of Texas.

This MOU may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

Texas A&M AgriLife Extension Service Signature: _____ Printed Name: Donna Alexander Title: Assistant Director, Agency & CFO Date: _____ Address: 2147 TAMU College Station, TX 77843-2147	South San Antonio ISD Signature: _____ Printed Name: Henry Yzaguirre Title: Interim Superintendent of Schools Date: 6/4/2022 Address: 1450 Gillette Blvd. San Antonio, TX 78224
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