



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: 06/19/2019

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 the Memorandum of Understanding (MOU) between Texas A&M AgriLife Extension Service and South San Antonio Independent School District.

Description:

Approve the Memorandum of Understanding (MOU) between Texas A&M AgriLife Extension Service and South San Antonio Independent School District. The purpose of the MOU is for Texas A&M AgriLife to implement EFNEP, an Expanded Food and Nutrition Education Program (classes) for Head Start and Pre-K families.

Recommendation:

Approve the Memorandum of Understanding (MOU) between Texas A&M AgriLife Extension Service and South San Antonio Independent School District.

District Goal/Strategy:

Strategy 4 We will build partnerships with businesses and the community to promote parental involvement, support opportunities for student success, and increase student attendance and enrollment.

Funding Budget Code and Amount:

CFO Approval

N/A

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Rosanna Carmona-Mercado

6-3-19

Superintendent:

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 Independent School District ("SSAISD") and is effective from the last date of execution by both Parties. AgriLife and SSAISD may be referred to herein collectively as "Parties" and singularly as "Party."

Background:

SSAISD is an organization, whose primary purpose of improving lives through a quality education is driven by an unrelenting determination to graduate all of its students and prepare them for success in higher education.

AgriLife is a community resource that focuses on improving the lives of people, businesses and communities through practical, how-to education. Expanded Food and Nutrition Education Program ("EFNEP") is a part of AgriLife. EFNEP's goal is to assist limited-resource families, especially those with young children, by developing and implementing a food and nutrition education program for acquiring the knowledge, skills, attitudes and behaviors to improve health through proper diets and increased physical activity.

Understanding of the Parties:

SSAISD agrees to hold harmless AgriLife from any and all claims, damages or liabilities arising out SSAISD's use of the information provided by AgriLife pursuant to this MOU.

Parties' Responsibilities:

1. SSAISD will provide meeting space and location(s) for AgriLife courses, time and date for which shall be determined by Parties.
2. SSAISD will provide referrals for potential AgriLife course participants.
3. AgriLife will provide course materials, course instructors, and supplies required for demonstrations during courses.

Documentation:

Each Party, as mandated by its respective regulations and/or policies, will maintain required documentation of services provided pursuant to this MOU.

Duration:

This MOU becomes effective on the date of the last signature of all the Parties and shall remain effective until the end of the term of five (5) years from such effective date. In addition, this MOU may be modified or amended if all Parties agree in writing. Either Party may terminate this MOU at any time, without cause, by written notice to the other Party, but should endeavor to provide at least 30 days' written notice to the other 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. Each Party shall accept full and sole responsibility for any and all costs and/or expenses incurred by that respective Party relating to this MOU. 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. 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 commitment by either Party or create any rights in any third party.

SSAISD shall not use AgriLife's or 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.

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.

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	South San Antonio Independent School District
By: _____	By: _____
Printed Name: Stephen A. Schulze	Printed Name: Dr. Alexandro M. Flores
Title: Asst. Vice Chancellor for Administration Texas A&M AgriLife	Title: Superintendent of Schools
Date: _____	Date: _____