



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 16, 2019

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Dyanne Martinez-Munoz, Assistant Director/Health & Physical Education Coordinator

Item Title: Approve the Common Threads- Nutrition and Healthy Living Program Memorandum of Understanding with South San Antonio ISD

Description:

The Common Threads- Nutrition and Healthy Living Program Memorandum of Understanding with South San Antonio ISD is a partnership that offers free programming for our elementary students, parents, and teachers and will cultivate a culture that embraces a healthier lifestyle and celebrates diversity through food.

Historical Data:

This is the second year Common Threads will be working with elementary students in the district.

Recommendation:

Approve the Common Threads- Nutrition and Healthy Living Program Memorandum of Understanding with South San Antonio ISD

District Goal/Strategy:

Objective 5.2: Develop a wellness program to encourage participation from all

Funding Budget Code and Amount:

No Costs Associated

CFO Approval

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

[Handwritten Signature]

10.11.19

Superintendent:

[Handwritten Signature]

10.11.19



Memorandum of Understanding

Common Threads
and
South San Antonio ISD

This Memorandum of Understanding (MOU) establishes the terms of partnership between Common Threads (CT) and **South San Antonio ISD**.

I. MISSION

Founded in 2003 in Chicago, Common Threads was created to bring health and wellness to children, families and communities through cooking and nutrition education. By integrating preventative health programs into school districts and community organizations, Common Threads not only helps combat the rising number of diet-related diseases, but also cultivates a culture that embraces a healthier lifestyle and celebrates diversity through food.

Together, CT and **South San Antonio ISD** enter into this Memorandum of Understanding to implement the CT programs, which will promote nutrition, healthy eating and an overall healthy lifestyle to students/adults attending the **South San Antonio ISD** programming from **August 2019-May 2020**. Accordingly, CT and **South San Antonio ISD** agree to the following provisions under this MOU:

II. PURPOSE AND SCOPE

- A. Implement Common Thread's nutrition and healthy living programs for students attending **South San Antonio ISD** programming from **August 2019-August 2020** to promote long-term, positive behavior change among participants at any/all of the **South San Antonio ISD Elementary and Middle Schools** supporting grades Pre-Kindergarten through 8th.
- B. Through this partnership **South San Antonio ISD** will target any/all students and any/all teachers/staff prior to **August 2020** within the **Elementary and Middle schools**.
- C. If there is opportunity to serve additional individuals, following a mutual discussion between both organizations and approval by CT, **South San Antonio ISD** may choose to provide these services to a greater number of individuals.

III. RESPONSIBILITIES

Upon completion of this MOU, each party will appoint a person to serve as the official contact and coordinate the activities of each organization carrying out this MOU.

- A. *Common Threads* will provide:
1. **Student Programming/ Staff Professional Development and Training**
 - Two Hour Onsite Healthy Teacher Training(s) on the implementation of *Small Bites* for all participating **South San Antonio ISD** staff (or online training, depending on partner needs).
 - The digital *Small Bites* curriculum for Elementary and/or Middle school students.
 - Cost allocations for purchase of groceries for Small Bites program that will be based on enrollment figures provided by **South San Antonio ISD**, see in Section II A/B.
 2. **Digital Resource**
 - Student/Family and Teacher access to CT's Common Bytes digital nutrition education platform.
 3. **Support**
 - Ongoing technical/program support through a Program Manager/Program Coordinator.
- B. **South San Antonio ISD** will provide:
1. **General**
 - Facilities and materials necessary to conduct the program.
 - Authorization and appropriate documentation as required by districts or any other entity for Common Threads to partner with and deliver programming.
 2. **Student Programming/ Staff Professional Development and Training**
 - Staff to be trained to implement the Small Bites program.
 - Staff to help supervise the students.
 - **South San Antonio ISD** will be responsible for full implementation of the 8 hour *Small Bites* curriculum for each child that participates in the program as described under Section II.A.
 - Rosters of all Small Bites students/children.
 - Providing a district contact for the PD program.
 - Purchase of supplies and groceries required for all 8 Small Bites lessons. (Can be responsibility of each campus/Small Bites implementer.)
 - Consistent completion of Common Threads expense tracking forms (Appendix D, Small Bites Allocation Report) to ensure allocated funds are spent on the Small Bites program intended. (Forms will be provided by Common Threads and can be the responsibility of each campus.)
- C. **Campuses are responsible for:**
- Providing a campus contact(s).
 - Providing a space and location for designated CT programming.
 - Determining a date and time collaboratively with CT that best fits the campus.
 - Partnering with CT and **South San Antonio ISD** administrators to implement programming.

IV. EVALUATION

As part of the funding requirement, a program evaluation needs to be completed. The evaluation is applicable to in school and after school Small Bites and is designed to measure changes in students' knowledge, attitudes, and behaviors as a result of their participation in Common Threads programming, which focuses on nutrition and healthy cooking. The results obtained from this evaluation study will be used as input for continual program improvements for in-school nutrition-based curriculum. In addition, the results and insights gained from data collected and analyzed will increase our evidence-based findings which can inform best practices for future programming. Participating students will be taking a paper-based pre and post survey at the beginning and end of select programs. Student names would be used only to match to surveys. Passive consent forms will be distributed to parents/guardians prior to survey distribution and collection.

Select schools may also be asked to participate in assessments, allowing CT to understand the readiness and willingness of the school to facilitate CT programming and other wellness efforts. Data will be stored on data servers, and will be kept for five years until **August 14, 2024**. Evaluation best practices will be followed to ensure confidentiality and anonymity.

South San Antonio ISD may be randomly selected to participate in a CT evaluation. If selected to participate in the program evaluation:

A. **South San Antonio ISD** will be responsible for:

- Returning all materials back to CT:
 - Original copies of signed Parental Consent Forms
 - Program rosters

B. CT will provide:

- Distributing passive parental consent and administering student assent from all *Small Bites* students to participate in the program evaluation.
- Administering CT pre and post-surveys to all participating *Small Bites* students during the first and last lesson.
- Digital Program Evaluation procedures/directions.
- Printed copies of parental passive consent forms and students assent forms.
- Printed copies of pre and post surveys.

C. Data Ownership:

- CT owns the hard copies of the student surveys and the data. **South San Antonio ISD** will have the opportunity to request published CT evaluation reports of summarized national program outcomes. Reports include summarized findings on nutrition knowledge, willingness to try new foods, preferences for eating fruits and vegetables, food choices, food preparation skills, cooking self-efficacy, meals consumed at home, and demographics.

V. PAYMENT

This is \$0.00 fee program and is grant funded through Common Threads.

- A. Common Threads will be responsible for the costs associated with training, curriculum, and groceries as detailed under Section III above.
 - B. Common Threads is committed to providing quality programming to our schools and to their students. An integral component of our Small Bites program and curriculum is the inclusion of the experiential learning through knife-less cooking. The hands-on snack assembly provides a real-life approach to learning that allows students to interact and participate in their health and nutrition education.
- To ensure that partners are not burdened with the additional cost of our Small Bites grocery items, we have created the Small Bites Grocery Allocation program to offer our programs at minimal to no cost.
 - This allocation is the funding you will receive to pay for groceries required as a component of the Small Bites program. This allocation is a one-time per program duration allocation that will cover the expenses for the entire Small Bites program being implemented at the schools/sites. No additional funding will be provided to the school until the next Small Bites session. Allocation funds are only allocated in an amount that covers the cost of groceries for the program. If extra funds remain they may be used for program supplies such as disposables, mixing bowls and measuring utensils.

In order to receive this allocation, the partner must agree to participate in the Small Bites Allocation program and to the following stipulations:

- Purchase the grocery items prior to the start of each lesson and each class (groceries can be purchased in bulk if feasible). A complete grocery list for each lesson is included in the Small Bites Curriculum or on Common Bytes (www.commonbytes.org).
 - Track expenses for each class using the provided Small Bites Allocation Report (Appendix D) and provide copies of all receipts. This report must be submitted to your Common Threads contact as soon as all Small Bites classes have been taught (after lesson 8).
 - Upon submission of the Small Bites Allocation Report, any funds not used towards the Small Bites grocery allocations, must be returned to Common Threads by check.
 - If the partner spends more money than has been allotted to them by Common Threads, they will **NOT** be reimbursed for those additional expenses, unless discussed and approved by Common Threads in advance. Each allocation is based on the number of students that are enrolled in the Small Bites program and a per student budget of \$4 per session (8 lessons).
- C. The person(s) from your school/site who will be responsible for purchasing Small Bites groceries will need to fill out the **Small Bites Allocation Report (Appendix D) and provide copies of all receipts**. The Small Bites Allocation Report must be submitted as soon as all Small Bites classes have been taught for the school year/program duration. Failure to submit reports may result in discontinuation of all Common Threads programming in the school.
 - D. With the information provided (Section II A), Common Threads will determine the amount of the allocation you will receive for Small Bites (\$4/student).

Multiple allocations can be provided to a partner (i.e. one per school/site) if requested. A Small Bites Grocery Allocation Agreement must be completed by each school/site (Appendix C). The total amount of students in multiple allocation agreements should be the same as the amount of students participating in Small Bites in the table in Section II.

VI. TERMS OF UNDERSTANDING

The term of this MOU covers the date range of **August 2019** and is effective from the date of this agreement through **May 2020** and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

Official Contact

The below representatives will serve as official contacts and coordinate the activities of each organization in carrying out this MOU.

Common Threads Official Contact:		South San Antonio ISD Official Contact:	
Name:	Ariane Williams	Name:	Delia Velasquez
Title:	Program Coordinator	Title:	P.E. Coach
Email:	awilliams@commonthreads.org	Email:	dvelasquez@southsanisd.net
Phone Number:	720.491.9009	Phone Number:	210.977.7200

Authorization

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU. On behalf of the organization I represent, I authorize the commencement of this MOU.

Common Threads Official Representative:		South San Antonio ISD Official Contact:	
Name:	Lynette Jean	Name:	Dyanne Martinez-Munoz
Date:		Date:	
Title:	Director of Programs	Title:	Assistant Director of Athletics
Signature:		Signature:	

Appendix A - Confidentiality and Nondisclosure Agreement

This Confidentiality and Nondisclosure Agreement ("Agreement") is entered into as of this 14 day of August, 2019, ("the Effective Date"), by and between Common Threads, having a place of business at 3811 Bee Caves Rd Suite 101, West Lake Hill 78746 ("Disclosing Party"), and **South San Antonio ISD** a corporation, having a residence or place of business, at **5622 Ray Ellison, San Antonio, TX 78242**, ("Receiving Party").

Receiving Party has expressed an interest in <being trained on, implementing, and evaluating, etc.> Disclosing Party's confidential intellectual property and materials which encompass, but are not limited to, information and materials pertaining to cooking classes and seminars for teaching children and others to understand and appreciate cultural diversity using food and the other arts as the vehicle for change and understanding, along with other tangible materials and intangible concepts pertaining to the education industry, to be published or in other ways disseminated, through interactive lessons, hands-on classes, the Internet, and in other ways customary in the industry ("Confidential Information"). Disclosing Party's disclosure is solely for Receiving Party to determine whether to pursue a business relationship with Disclosing Party, and for no other purpose. Disclosing Party is prepared to make its Confidential Information available to Receiving Party only for this evaluation and determination under the following conditions:

1. Following acceptance of this Agreement, Disclosing Party will make available to Receiving Party such Confidential Information as Disclosing Party believes would be useful in evaluating a business relationship or other commercial opportunities. Nothing herein shall require Disclosing Party to disclose any of its Confidential Information, and any information previously submitted shall become part of this Agreement.
2. All Confidential Information disclosed to Receiving Party by Disclosing Party shall be held in confidence by Receiving Party and used only for evaluation purposes; and Receiving Party will not use said Confidential Information for any commercial purpose, or disclose such Confidential Information to any third party, without prior written consent and authorization from Disclosing Party. It is understood, however, that Receiving Party's non-disclosure obligation shall not apply to any of the

Confidential Information disclosed by Disclosing Party to Receiving Party which (a) Receiving Party can show by written records was in the public domain at the time of disclosure; (b) Receiving Party can show by written records was published or otherwise becomes part of the public domain through no action of Receiving Party; (c) Receiving Party can show by written records was in its possession at the time of disclosure and was not acquired from a third party under an obligation of secrecy; or (d) Receiving Party can show by written record was received by it after the time of disclosure from a third party not under obligation to Disclosing Party with respect thereto. For the purpose of this Paragraph, Confidential Information disclosed hereunder to Receiving Party shall not be deemed to be in the public domain or in the possession of Receiving Party merely because it is embraced by more general information in the public domain or in the possession of Receiving Party.

3. Except for the purpose of fulfilling obligations under this Agreement, nothing in this Agreement shall be deemed by implication or otherwise to convey any rights whatsoever, including any rights under any patents, patent applications, copyrights or trademarks owned by Disclosing Party; nor shall this Agreement be deemed to provide a commitment of any kind by either party to enter into any further agreement with the other party.

4. This Agreement shall bind and inure to the benefit of the successors, legal representatives, and assigns of each party.

5. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas. To the extent a dispute arises pursuant to this Agreement, the parties consent to jurisdiction and venue in the Federal and State Courts in Austin, Texas.

6. Whenever notice is required to be given under the terms of this Agreement, it shall be given in writing, and shall be deemed delivered when sent via facsimile or electronic mail to each party, or three (3) days after mailing via certified or registered mail, return receipt requested, postage prepaid, addressed to the party for whom intended, or when actually received by the party for whom intended, whichever is earlier.

7. This Agreement contains the entire agreement between the parties hereto as to the subject matter hereof. No agreement of any kind relating to the matters covered by this Agreement shall be binding upon either party unless set forth in a written document executed by the parties.

Common Threads Official Representative:		South San Antonio ISD Official Contact:	
Name:	Lynette Jean	Name:	Dyanne Martinez-Munoz
Date:		Date:	
Title:	Director of Programs	Title:	Assistant Director of Athletics
Signature:		Signature:	