

**Memorandum of Agreement**  
**By and between**  
**Texas A&M AgriLife Extension Service**  
**And**  
**Roscoe Collegiate Independent School District**

This Memorandum of Agreement (“Agreement”) is entered into this 23 day of June, 2020 (“Effective Date”), by and between Texas A&M AgriLife Extension Service (“AgriLife”), an agency of the State of Texas and a Member of The Texas A&M University System, and Roscoe Collegiate Independent School District (“ISD”). AgriLife and ISD may be referred to herein collectively as “Parties” and singularly as “Party”.

AgriLife is a community resource that focuses on improving the lives of people, businesses and communities through practical, how-to education and has created the Rural Student Success Initiative (“RSSI”). RSSI is a program created to provide college access, expertise and strategies which support the ISD’s current efforts to assist students and parents/guardians in planning for and accessing a college certificate or other degree program (“Project”).

ISD, a rural school district, desires to collaborate with AgriLife on the Project as further described herein.

**SCOPE.** As part of the Project, ISD will supply and AgriLife will collect student information including student names, contact information, date of birth, race/ethnicity, gender, language spoken, school name, free/reduced lunch, grade level, attendance records, class schedule, class rank, GPA, parent/guardian contact information (collectively “Student Data”). The Student Data will be maintained by AgriLife in an electronic database (the “Database”) and updated from time to time during the Project by ISD and/or AgriLife. The Student Data will be used to develop events and/or curriculum for ISD’s students to provide them with information about and to encourage and assist the students with college enrollment and attendance. The goal of the Project is to improve the rate at which students enrolled in rural schools in the State of Texas enroll in and complete a college certificate or degree program.

**TERM.** This Agreement begins on the Effective Date and shall remain in effect until August 31, 2021, unless terminated earlier as provided herein. The Parties may decide, in writing, to extend the term. Either Party may terminate this Agreement at any time, without cause, by providing at least 30 days’ written notice to the other Party.

**SUBCONTRACTORS.** ISD understands and agrees that AgriLife will work on the Project with other third-party subcontractors (“Subcontractors”), including but not limited to Texas Higher Education Coordinating Board, Texas A&M University, and University of Virginia, and that the Subcontractors will have access to the Student Data and Database.

**RESPONSIBILITIES.** The responsibilities of each Party in relation to the Project are identified below.

AgriLife will:

- Manage the Database and be responsible for granting individual access to the Database;
- Coordinate with ISD receipt of Student Data and updates to same;
- Work with Subcontractors to analyze Student Data and develop Project curricula and events based on results of analysis;
- Coordinate with ISD the administration of Project curricula and events at ISD locations;
- Collaborate with ISD as needed for success of the Project;
- Analyze Project data to assess the effectiveness of the Project; and
- Provide reports related to Project effectiveness to ISD as necessary or appropriate.

ISD will:

- Advise students and parents of ISD's involvement in the Project including the sharing of Student Data with AgriLife;
- Provide Student Data to AgriLife via Database entries/upload when requested by AgriLife;
- Update Student Data in Database regularly/as needed with new/updated information;
- Coordinate with AgriLife to schedule Project curricula and events at ISD locations;
- Provide location(s) for Project curricula and events; and
- Follow-up with students attending Project events as needed/appropriate.

**FERPA.** For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) ISD hereby designates AgriLife as a school official with a legitimate educational interest in the Student Data of the students enrolled in the Project at ISD covered by this Agreement. To the extent that the Project requires access to such Student Data to carry out the purposes of the Project, ISD agrees to provide said records. AgriLife agrees to maintain strict confidentiality of the Student Data in accordance with the provisions of FERPA. ISD understands and agrees that any Subcontractors retained by AgriLife for the Project and having access to the Student Data and Database will be included in the designation of school official.

**DATABASE & DATA SHARING.** ISD will collect and enter or upload all Student Data into the Database managed by AgriLife. The Parties agree that Student Data may be used only for the Project and related research and shall be handled in accordance with all applicable laws, including, without limitation, FERPA, and applicable institutional review board guidelines. ISD understands and agrees that AgriLife will work with Subcontractors who will have access to the Student Data submitted by ISD into the Database.

ISD will designate a maximum of two (2) authorized individuals to access the Database on ISD's behalf (each an "ISD Designee"). AgriLife will provide information to each ISD Designee on how to access the Database. ISD shall endeavor to notify AgriLife in advance of the termination of employment of any ISD Designee so that the ISD Designee's access to the Database may be terminated. However, if advance notice of termination is not possible, ISD shall notify AgriLife within twenty-four (24) hours of the termination of an ISD Designee. ISD shall provide AgriLife with an employment status report of all ISD Designees by the 1<sup>st</sup> of each month during the term of this Agreement.

**INDEMNIFICATION.** To the extent allowed by law, ISD shall indemnify, defend and hold harmless AgriLife, The Texas A&M University System, its regents, officers and employees and affiliates against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorney's fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage or other liability arises in whole or in part from the negligence of AgriLife.

**WARRANTY.** AGRILIFE makes no warranties, express or implied, as to any matter, including, without limitation, warranties as to the conduct, completion, success or particular results of the Project, or the condition, ownership, merchantability, or fitness for a particular purpose of the Project curricula or events or that the use of the curricula or events will not infringe any intellectual property right of a third party. AGRILIFE shall not be liable for any direct, indirect, consequential, punitive or other damages suffered by ISD or any other person resulting from the Project or the use of any Project curricula or events.

**FUNDING.** The Parties specifically acknowledge that this Agreement is not an obligation of funds. Each Party will be responsible for any and all costs and/or expenses incurred by that respective Party relating to this Agreement. Absent a separate written agreement, there will be no exchange of funds between the Parties.

**NOTICE.** Any notice required to be given in connection with this Agreement shall be in writing and shall be deemed effective if hand delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day delivery, addressed to the respective Party at its address provided below. If sent by U.S. certified mail in accordance with this Section, such notices shall be deemed given and received on the earlier of (a) actual receipt at the address of the named addressee, or (b) on the third business day after deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the address of the named addressee.

<b>Texas A&amp;M AgriLife Extension Service</b> 600 John Kimbrough Boulevard, Suite 509 College Station, TX 77843 Attn: Stephen A. Schulze Telephone: 979-845-7879 Email: <a href="mailto:Contracts@ag.tamu.edu">Contracts@ag.tamu.edu</a>	<i>Roscoe Collegiate</i> ISD Address: <i>P.O. Box 579</i> City State Zip: <i>Roscoe, TX 79545</i> Attn: <i>Andy Wilson</i> Telephone: <i>325-766-3629</i> Email: <i>awilson@roscoeisc14.net</i>
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**FORCE MAJEURE.** If either Party fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its reasonable control, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement.

**WORK PRODUCT.** All information and data generated under this Agreement or as a result of the Project, including observational data, information, programs, analysis, and results of the Project efforts, shall be the property of AgriLife, and AgriLife may use, copy, make, reproduce, or publish them without restriction and to have and permit others to do the same.

**GOVERNING LAW.** 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. Venue for any claim arising out of or relating to this Agreement and all of the transactions it contemplates is as provided by Texas law.

**SEVERABILITY.** Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

**AMENDMENT AND MODIFICATION.** This Agreement may be modified or amended by mutual written agreement signed by an authorized representative of each Party. Such modification or amendment shall enter into force on such date as may be mutually agreed upon by the Parties and shall form a part of this Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties as to the Project and supersedes all other written and oral agreements between the Parties as to those matters. The Parties may execute other contracts, but those will not change or alter this Agreement unless expressly stated in writing.

**WAIVER.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.

**ASSIGNMENT.** This Agreement may not be assigned in whole or in part by either Party without prior written consent of the other Party. Any attempt to do so shall be void.

**INDEPENDENT CONTRACTOR.** For the purposes of this Agreement and all responsibilities to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

**PUBLIC INFORMATION ACT.** ISD acknowledges that AgriLife 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.

**AGENCY.** AgriLife is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of AgriLife to claim any exemptions, privileges and immunities as may be provided by law.


**COUNTERPARTS.** This Agreement 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 Agreement.

The parties have caused this Agreement to be executed by their duly authorized representative.

**Texas A&M AgriLife Extension Service**

Roscoe Collegiate **Independent School District**

By: \_\_\_\_\_  
Stephen A. Schulze  
Asst. Vice Chancellor for Administration  
Texas A&M AgriLife  
Date: \_\_\_\_\_

By: Andrew J. Wilson   
Printed Name: Andrew J. Wilson  
Title: Provost  
Date: 6/23/20