

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**GREENVILLE ISD**  
**and**  
**TEXAS A&M UNIVERSITY-COMMERCE**

This Memorandum of Agreement (“MOA”) is entered into, on January 21, 2021, by and between GREENVILLE ISD, hereinafter referred to as “ISD”, and TEXAS A&M UNIVERSITY-COMMERCE, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Department of Curriculum and Instruction, hereinafter referred to as “A&M-Commerce”.

**WHEREAS**, A&M-Commerce and ISD have been collaborating on a major initiative called ASIRE designed to provide high quality learning experiences for students in the ISD and students in the University, the ISD and University have agreed to share the costs of employment for an ASPIRE Director. This director coordinates and manages several established ASPIRE programs including Pride Prep, The ASPIRE Summer Experience, mentoring initiatives, and other present and future collaborative efforts between the ISD and the University.; and,

**WHEREAS**, it is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to share in this educational process;

**NOW THEREFORE**, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

**Article I. Overview and Purpose**

Building on our historic commitment to teacher education and human services, this Memorandum of Agreement is to provide resources to support an ASPIRE Director who will oversee ASPIRE initiatives that in turn support the university’s teacher education, social work, and counseling programs by benefitting University students with educational and community service opportunities. ASPIRE provides for active faculty collaboration across institutional boundaries and engaging students in both teaching and research activities through the ASPIRE Community Teacher program (a laboratory school model). By utilizing University students in mentoring and internship programs, the University is equipping college students with experience in both working with students in the real life setting of a public school. This local collaborative effort between the University and ISD is a local program that benefits the University’s future educators, counselors, and social workers and bring and an enhanced educational experience to the ISD’s students. This program will also provide avenues for graduate students and faculty to conduct research with students on a variety of educational issues, and provide the university with a partner school for writing grant applications to support this and other educational endeavors.

**1.1 A&M-Commerce Responsibilities:**

University will be responsible for the remaining portion of the ASPIRE Director’s salary which includes the remaining portion of the 9 month salary, the summer salary plus all benefits.

University will supply office space for the ASPIRE Director. The ASPIRE Director will spend a minimum of 40% of workweek on the ISD campuses during the ISD School year. University will submit a bill annually to ISD for that year's 9-month salary amount plus 50% of the current year's merit pay in support of the salary.

### **1.2 ISD Responsibilities:**

The ISD will contribute \$30,000 of the ASPIRE Director's 9-month salary. The ISD must comply with all University's rules and regulations, and all applicable federal, state and local laws and regulations. This Agreement shall be construed and governed in accordance with the laws of the State of Texas. The University reserves the right to publish the results of research related to the project during the term of this agreement, subject to compliance with applicable privacy laws. Unless required by the funding agency, all grants written in partnership with ISD will be managed by University.

### **1.2 Invoicing and Payment**

A. Invoices shall be submitted to the Greenville ISD representative and address listed below:

Dr. Demetrus Liggins, Superintendent  
Greenville ISD  
4004 Moulton Street  
Greenville, TX 75402

B. Payment by Greenville ISD of its share of the director's salary shall be submitted to the representative and address below:

Lisa Owens, Budget Coordinator, CoEHS  
Texas A & M University-Commerce  
P.O. Box 3011  
Commerce, TX 75428

## **Article II. Duration of the MOA:**

**2.1. Term.** This Agreement will commence on August 15, 2021 and shall remain in full force and effect until parties agree an Aspire Director is no longer needed. If decision is made during the current tenure of an ASPIRE Director, parties shall provide ASPIRE director at least 90 days' notice of position termination.

**2.2. Termination of the MOA.** This MOA may be terminated by either party at any time prior to the expiration of the MOA provided written notice is given to the ISD (30) days in advance.

### **Article III. Modification**

This MOA may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

### **Article IV. Independent Contractor**

For the purposes of this MOA and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the ISD. 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

### **Article V. Notices**

Any notice required or permitted under this MOA must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. A&M-Commerce and ISD can change their respective notice address by sending to the ISD a notice of the new address. Notices should be addressed as follows:

A&M-Commerce: Texas A&M University-Commerce  
PO Box 3011  
Commerce, TX 75429  
Attention: Travis A. Ball  
Phone: (903) 886-5060  
Fax: (903) 886-5039  
E-mail: Travis.Ball@tamuc.edu

ISD: Greenville ISD  
4004 Moulton Street  
Greenville, TX 75402  
Attention: Dr. Demetrus Liggins  
Phone: 903.457.2500  
Fax: 903.457.2575  
E-mail: [ligginsd@greenvilleisd.com](mailto:ligginsd@greenvilleisd.com)

### **Article VI. Other**

Neither party is required to perform any term, condition, or covenant of this MOA, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOA and all matters pertaining to this MOA, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M shall be in Brazos County, Texas.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the ISD under the MOA. If the ISD's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the ISD shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the MOA for receipt of notices. Compliance by the ISD with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

ISD expressly acknowledges that A&M-Commerce is an agency of the State of Texas and nothing in this MOA will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law.

By executing and/or accepting this MOA, ISD and each person signing on behalf of ISD certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M-Commerce or TAMUS, has direct or indirect financial interest in the award of this MOA, or in the services to which this MOA relates, or in any of the profits, real or potential, thereof.

The ISD acknowledges that A&M-Commerce 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 MOA, as well as any other disclosure of information required by applicable Texas law. Upon A&M-Commerce's written request, the ISD will promptly provide specified contracting information exchanged or created under this MOA for or on behalf of A&M-Commerce. The ISD acknowledges that A&M-Commerce may be required to post a copy of the fully executed MOA on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the ISD agrees that the agreement can be terminated if the ISD knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent that Texas Government Code, Chapter 2270 applies to this MOA, ISD certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MOA. ISD acknowledges this MOA may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, ISD certifies ISD is not engaged in business with Iran, Sudan, or a foreign terrorist organization. ISD acknowledges this MOA may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.0061, Government Code, the ISD certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

The ISD is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement.

ISD will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the MOA for the duration of the MOA and for seven years after the conclusion of the MOA.

The undersigned parties bind themselves to the faithful performance of this MOA:

**Greenville ISD**

**Texas A&M University-Commerce**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: Travis A. Ball, M.Sc., CTCD

Title: Chief Procurement Officer

Date: July 27, 2020