



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 10/06/2026

Item Title: Partnership Between YouthBuild  
Brownsville and Brownsville ISD  
for Meals X Action  
Information  
Discussion

## **BACKGROUND:**

This Memorandum of Understanding (MOU) establishes the partnership between YouthBuild Brownsville and the Brownsville Independent School District (BISD) for the preparation, transportation, delivery, and accountability of meals to YouthBuild Brownsville. Both parties agree to comply with applicable United States Department of Agriculture (USDA) requirements, Texas Department of Agriculture (TDA) requirements, local health regulations, and any other applicable law. All meals provided under this agreement shall be school-reimbursable meals that meet applicable USDA and TDA requirements. Meal services provided through this partnership shall operate in accordance with the BISD academic calendar, including all district holidays, breaks, staff development days, emergency closures, and other school closure dates, unless otherwise agreed upon in writing by both parties.

## **FISCAL IMPLICATIONS:**

All reimbursement for reimbursable meals served will be deposited into the BISD Food and Nutrition Services fund.

## **RECOMMENDATION:**

Recommend entering into a Memorandum of Understanding with YouthBuild Brownsville, stipulating that all reimbursements for meal services provided under this partnership will be directed to the BISD FNS fund.

Jackie Cruz  
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Executive Director

Miguel Salinas  
Reviewed by: Staff Attorney

Rosario Pena, RTSBA  
Approved by: Assistant Superintendent

Dr. Timothy E. Cuff  
Dr. Timothy E. Cuff, Superintendent

## **MEMORANDUM OF UNDERSTANDING (MOU)**

**Between YouthBuild Brownsville and Brownsville Independent School District (BISD)**

### **Purpose:**

This Memorandum of Understanding (MOU) establishes the partnership between YouthBuild Brownsville and the Brownsville Independent School District (BISD) for the preparation, transportation, delivery, and accountability of meals to YouthBuild Brownsville.

Both parties agree to comply with applicable United States Department of Agriculture (USDA) requirements, Texas Department of Agriculture (TDA) requirements, local health regulations, and any other applicable law.

All meals provided under this agreement shall be school-reimbursable meals that meet applicable USDA and TDA requirements. Meal services provided through this partnership shall operate in accordance with the BISD academic calendar, including all district holidays, breaks, staff development days, emergency closures, and other school closure dates, unless otherwise agreed upon in writing by both parties.

### **Responsibilities of BISD:**

#### **BISD shall:**

- Prepare meals in accordance with approved menus, applicable USDA and TDA requirements, and food safety standards.
- Maintain HACCP-based food safety procedures.
- Ensure hot foods are maintained at 135°F or above and cold foods are maintained at 41°F or below.
- Package, label, and transport meals in appropriate insulated food carriers.
- Complete production records, temperature logs, delivery manifests, and meal count documentation.
- Provide trained personnel for meal preparation and delivery.
- Ensure that all meals provided qualify as reimbursable meals under applicable USDA and TDA program requirements.
- Provide meal forecasts and delivery schedules to YouthBuild.
- Verify meal counts and temperatures upon delivery.
- Inspect meal quality and sign delivery documentation.
- Ensure that students requiring meal modifications because of a disability, as applicable under Section 504 and other applicable federal requirements, provide a physician's order stating the disability and the specific meal modification required. All physician orders shall be processed in accordance with applicable law.
- Once this MOU is accepted by both parties, create a site number and submit the required applications to TDA for approval.
- Maintain meal-counting, claiming, and accountability records for meals received.

- Provide YouthBuild notice as soon as practicable of changes to the academic calendar, school closures, or meal service schedules that may affect meal production or delivery.

## **Responsibilities of YouthBuild Brownsville:**

### **YouthBuild Brownsville shall:**

- Be responsible for payment of all meals provided under this agreement in accordance with billing procedures and timelines mutually agreed upon in writing by both parties.
- Notify the designated BISD Food & Nutrition Services (FNS) contact by 9:00 a.m. each day of the total number of meals requested for that day's lunch meal service and the following day's breakfast meal service.
- Be responsible for picking up meals at the designated school campus when participation is fewer than 20 persons, as directed by BISD FNS.
- Immediately notify BISD of any food safety concern or temperature deviation that may affect the safety or quality of the meals.
- Immediately notify BISD of any delays, shortages, delivery issues, or other food safety concerns.
- Comply with applicable USDA, TDA, local health, and other legal requirements related to meal service.

## **Food Safety and Transportation:**

- Meals shall be transported in clean, sanitized vehicles.
- Food and non-food chemicals shall never be transported together.
- Cross-contamination shall be prevented during loading, transportation, and delivery.
- Temperature logs shall be completed before departure and upon arrival.
- All meals shall be maintained at the required temperatures throughout preparation, transportation, and delivery.
- YouthBuild shall immediately notify BISD of any food safety concern or temperature deviation that may affect the safety or quality of the meals.

## **Documentation:**

BISD shall include the following documentation with each delivery, as applicable:

- Delivery manifest;
- Meal count sheet;
- Production record; and
- Temperature logs.

YouthBuild shall verify receipt of the applicable delivery documentation. Both parties agree to retain records in accordance with applicable federal, state, local, USDA, TDA, and BISD record-retention requirements.

Documentation supporting reimbursable meal eligibility shall be maintained in accordance with applicable USDA, TDA, and BISD requirements.

## **Program Reimbursement:**

All reimbursement for meals served will be deposited in the BISD school food service fund.

### **Monitoring and Compliance:**

BISD may conduct periodic monitoring of meal preparation, transportation, documentation, meal counts, temperature controls, and HACCP compliance.

Corrective actions shall be documented and implemented whenever food safety, meal quality, documentation, or accountability standards are not met.

YouthBuild agrees to cooperate with BISD and applicable regulatory agencies during monitoring, reviews, and compliance activities related to meals provided under this MOU.

### **Term and Termination:**

This MOU becomes effective upon the date of the last signature and remains in effect for one (1) year, unless terminated earlier by either party with thirty (30) days' written notice.

Termination of this MOU shall not relieve either party of obligations incurred prior to the effective date of termination, including applicable documentation, record-retention, payment, and compliance obligations.

### **Liability:**

Each party is responsible for the acts and omissions of its own employees and agents in accordance with applicable law.

Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the parties except as expressly provided herein.

### **Non-performance or Cancellation Rights:**

Either party may cancel this agreement with thirty (30) days' written notice.

### **Signatures:**

| <b>YouthBuild Brownsville</b>            | <b>Brownsville Independent School District</b> |
|------------------------------------------|------------------------------------------------|
| Signature:<br><br>_____                  | Signature:<br><br>_____                        |
| <b>Dorene Fourar, Executive Director</b> | <b>Authorized Representative</b>               |
| Date:<br><br>_____                       | Date:<br><br>_____                             |