



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 1/14/25

Item Title: Memorandum of Understanding X Action  
Communities Foundation of Texas, Information  
Educate Texas and Brownsville ISD Discussion

**BACKGROUND:**

The grant agreement is in cooperation between Communities Foundation of Texas, Educate Texas in coordination with the Texas Education Agency to the Brownsville Independent School District. In addition to the \$200,000.00 awarded amount, the grant provides the district guidance in crafting a comprehensive, evidence-based summer learning program that includes aligned academics and captivating enrichment experiences for students.

This grant serves to assist the district to engage in a year-long planning process to implement high quality, evidence-based summer learning programs with the ultimate outcome of developing a culture and climate that impacts student academic achievement and a love of learning through both academic and enrichment opportunities. During the 2025 summer program, ADSY PEP will serve 1<sup>st</sup> graders attending 5 campuses (Del Castillo-Morningside, Cromack-Castañeda, Palm Grove, El Jardin, Garza at Southmost) at 2 summer sites (Del Castillo-Morningside, Cromack-Castañeda). The program will run a total of 25 days with a minimum of six hours of instruction. Three hours concentrating in reading and math and with the rest of the day focusing on enrichment activities.

**FISCAL IMPLICATIONS:**

Funding for this initiative will be utilized in coordination with the current summer program funding sources utilized by the district (State Compensatory and Federal Funds).

**RECOMMENDATION:**

Recommend approval to accept the awarded amount of \$200,000.00 and enter into this grant agreement with Communities Foundation of Texas, Educate Texas with the Brownsville Independent School District. The grant funding for this initiative will be in coordination with the concurrent summer program funding from State Compensatory and Federal Funds.

Approved for Submission to Board of Education:

**Submitted by: Dolores Cisneros-Emerson**  
*Executive Director, Elementary Education*

**Recommended by: Dolores C. Emerson**  
*Executive Director, Elementary Education*

**Reviewed by: Miguel Salinas, Staff Attorney**

**Dr. Jesús H. Chávez, Superintendent**

**Approved by: Beatriz Hernandez**  
*Chief Academic Officer*

## Minerva Almanza

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Friday, December 20, 2024 12:54 PM  
**To:** Minerva Almanza  
**Cc:** Roxanne Eckstein; Lea Ohrstrom  
**Subject:** [EXTERNAL]Re: Emailing: Communities Foundation of Texas Grant Agreement

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Once you have verified that the approved budget has been provided and BISD is in agreement with that budget for the project, the agreement is approved as to form.

Sincerely,  
Priscilla

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**From:** Minerva Almanza <malmanza1@bisd.us>  
**Sent:** Thursday, December 19, 2024 3:57 PM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Cc:** Roxanne Eckstein <reckstein@bisd.us>  
**Subject:** Emailing: Communities Foundation of Texas Grant Agreement

Good afternoon Ms. Priscilla,

For your review and approval.

Thank you  
Minnie

Your message is ready to be sent with the following file or link attachments:

Communities Foundation of Texas Grant Agreement

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

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# **Communities Foundation of Texas**

## **Educate Texas**

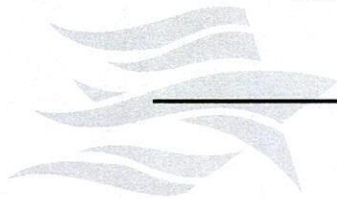
### **Grant Agreement**

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**Recipient: Brownsville Independent School District**

**Total Grant Amount: Up to \$200,000**

**Source: The Educate Texas Fund of Communities Foundation of Texas**



**EDUCATE TEXAS**

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*a public-private initiative of Communities Foundation of Texas*

**Date: December 1, 2024**

Communities Foundation of Texas  
5500 Caruth Haven Lane  
Dallas, Texas 75225  
(214) 750-4222

# Communities Foundation of Texas

## Educate Texas

### Grant Agreement

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**Recipient:** Brownsville Independent School District  
**Total Amount:** up to \$200,000  
**Source:** The Educate Texas Fund of Communities Foundation of Texas  
**Date:** December 1, 2024

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### I. TERMS AND PROVISIONS OF THE GRANT

- A. This Grant Agreement is entered into in connection with a grant by **Communities Foundation of Texas** (“CFT”) and **Educate Texas**, a public-private initiative of CFT, to **Brownsville Independent School District** (the “Recipient” or “Recipient Organization”). The funds provided pursuant to this grant (the “Granted Funds”) may be used only in accordance with the provisions stated in this Grant Agreement. The designated use of Granted Funds is subject to modification only with prior written approval of CFT. No grant provided by CFT may be used for any political campaign or to support attempts to influence legislation by any governmental body. No charitable grant provided by CFT may directly benefit or pay a personal pledge or obligation of the donor who created the source fund, the donor’s family, a CFT trustee, a CFT employee, or an advisor for the source fund. The Recipient represents and affirms that the Granted Funds shall not create any personal benefit for the donor who created the source fund, the donor’s family, a CFT trustee, a CFT employee, or an advisor for the source fund. The Recipient also represents and affirms that the Granted Funds are not in payment of any legally binding pledge, written or verbal commitment or obligation of any individual or entity other than CFT.
- B. The Recipient, following appropriate internal review and accounting procedures, agrees to apply best efforts to receive, process, and use the Granted Funds (as described in Section II below), in a timely way, without unreasonable delay, and in a facilitative manner.
- C. No portion of the Granted Funds may be “taxed” by the Recipient to fund the Recipient’s operations at an institutional, local, state or national level without prior written approval of CFT. Unless specifically authorized in writing by CFT, Granted Funds may not be directed, appropriated, assigned or shared to fund the Recipient’s institutional or developmental overhead costs, direct or indirect costs, or general overhead or administrative operations costs, other than those identified in the CFT-approved budget for the project described in Section II of this Grant Agreement (the “Project”). All Granted Funds must be used by the Recipient for the designated Educate Texas grant purpose stated in Section II of this Grant Agreement. Should any Granted Funds be used to sponsor or fund independent or individual research, investigation, discovery or invention, CFT or its designee must be assigned and legally possess all intellectual property rights in and to the direct results of such sponsored or funded activity or project. Granted Funds may not be used to provide private inurement to fund, directly or indirectly, for-profit ventures, organizations or projects. The Recipient is responsible for the legal use of Granted Funds as designated in the Grant Agreement and for maintaining accurate financial records consistent with generally accepted government accounting practices.
- D. The Recipient will furnish Educate Texas and CFT with written evaluation reports in the form and format required by Educate Texas and CFT, its donors and major funding partners on at least an annual basis, or as requested in writing by Educate Texas or CFT, its donors and major funding partners, and at the conclusion of the Project. These reports must include a complete financial statement, quantitative information regarding the progress of the Project goals to date, and a detailed narrative describing the progress of the Project. These reports shall supply sufficient information for Educate Texas and CFT to determine that the grant has been or is being used for the purpose intended (as described in Section II below), to monitor the progress of the Project, and to fulfill its public reporting responsibilities. The Recipient agrees to maintain adequate records to enable proper expenditure of the Granted Funds to be easily confirmed. The Recipient agrees to make its books and records available for inspection at a time and location mutually agreeable to the Recipient and CFT and to permit CFT or its designated representatives to monitor and conduct an evaluation of operations under this grant at a time and location mutually agreeable to the Recipient and CFT, which may include visits by CFT or Educate Texas staff or other designated representatives or contractors



# Communities Foundation of Texas

## Educate Texas

### Grant Agreement

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**Recipient:** Brownsville Independent School District  
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**Date:** December 1, 2024

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to observe the Recipient's operations, discussions of the Project with the Recipient's staff, and reviews of financial and other records connected with this grant.

- E. If CFT is not satisfied with the progress of the Project or the content of any written report from the Recipient regarding the Project, then CFT may, at its discretion, (i) require that any deficient report be rewritten, and/or (ii) cancel the grant and discontinue funding the Project and/or require that the Recipient return any unspent and uncommitted portion of the Granted Funds previously distributed to the Recipient by CFT. Without limiting the foregoing, CFT reserves the right to withhold funds or terminate this Grant Agreement if the Recipient has significant organizational or Project leadership changes that CFT believes may compromise the Project or adversely impact the Recipient's viability or ability to function as intended and described in Section II below. Recipient agrees to notify CFT immediately regarding any significant organizational or Project leadership changes that occur. Notwithstanding any other provision of this Grant Agreement, in the event that this Grant Agreement is terminated for the reasons set forth in the foregoing sentence, no amount of any unpaid Granted Funds will be paid to the Recipient.
- F. The Recipient agrees to collaborate with Educate Texas and CFT by implementing a framework for Project evaluation to gather essential information and data, and to conduct an independent assessment of the Project's progress. As part of the evaluation process, the Recipient agrees to:
1. Allow, coordinate and facilitate the collection of data by CFT or its evaluation contractor;
  2. Allow the dissemination of evaluation and research findings; and
  3. Allow CFT or its evaluation contractor to implement a plan for analysis of student work, including professors' assignments. CFT acknowledges the Recipient's obligations to abide by all FERPA requirements and any district/university requirements with regard to individual student and teacher identification. The Recipient agrees, with appropriate protections and assurances to its students and teachers from CFT or its evaluation contractor, to provide samples of student work and teacher assignments, as requested by CFT or the contractor.
- G. In crediting the grant for all reporting purposes, credit must be given to the Trustees of Communities Foundation of Texas for their awarding of this grant. **All public announcement, credit and reporting of this grant must list the source of the grant as:**

**“Educate Texas, a public-private initiative of Communities Foundation of Texas”**

- H. The Recipient agrees to permit CFT and/or its representatives and/or its major funding partners to include information on this grant in its/their periodic reports and to permit reference to this grant in press releases. CFT agrees to provide the Recipient with reasonable advance notice of any public press announcement related to the Project that requires the attendance of any of the Recipient's officials. Following guidelines established by Educate Texas concerning public announcements, communications and marketing, the Recipient will use its best efforts to publicize and promote public knowledge of the grant, unless otherwise instructed in writing by CFT. Any written credit line and/or any camera-ready art supplied by CFT will be employed by the Recipient, in the design, format, specification and size determined to be appropriate by CFT, in all printed announcements, press releases, publications and media briefing materials or announcements related to the Project, provided there is no conflict with the Recipient's media requirements and guidelines. Any public announcement of this grant and/or the Project that may be made by the Recipient must first be reviewed and approved by CFT. Copies of news releases and other published materials, pictures etc., that may be developed by the Recipient in connection with this grant, will be provided to CFT for its review and approval before being released. The Recipient agrees to consult with



# **Communities Foundation of Texas**

## **Educate Texas**

### **Grant Agreement**

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Educate Texas in order to develop an appropriate naming opportunity, credit and acknowledgement strategy and methods and forms of public recognition that are acceptable to CFT and are suitable for a grant of this magnitude and timeliness.

- I. Written acknowledgement of CFT's support in programs or other materials must include the source of the grant as stated in Section G above. The Recipient agrees to permit CFT, at CFT's option and expense, to change, replace or modify any plaques, signs or other forms of public acknowledgement of the grant made by the Recipient, should CFT determine, at any time in the future, that a change in the name of CFT or in the granting fund warrants such a change in the interest of clarity, proper credit and historical accuracy.
- J. To the extent not prohibited by the constitution and laws of the State of Texas, the Recipient shall indemnify CFT and hold CFT harmless from and against any liability, loss damage, suit, claim, action or proceeding suffered or incurred by CFT, or any of its officers, directors, trustees, partners, employees or agents as the result of the Recipient's failure to observe, perform or discharge the Recipient's duties hereunder, or in any matter arising out of the making of this grant by CFT, excluding in any event any of the foregoing resulting from CFT's gross negligence or willful misconduct. The obligation of the Recipient under this Section J shall survive the termination of this Grant Agreement for any reason. The foregoing indemnification shall apply whether or not the indemnified claims are in any way or to any extent owed, in whole or in part, under any claim or theory of strict liability, or are caused, in whole or in part, by any negligent act or omission of CFT or any of its officers, directors, trustees, partners, employees or agents.
- K. **IF THE RECIPIENT FAILS TO COMPLY WITH ANY OF THE CONDITIONS OF THIS GRANT AGREEMENT WITHOUT OBTAINING PRIOR WRITTEN APPROVAL FROM CFT, THEN CFT MAY CANCEL OR MODIFY THE GRANT AND REQUIRE THAT ANY UNSPENT AND UNCOMMITTED PORTION OF THE GRANTED FUNDS BE RETURNED. CFT RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO ALTER THE PAY OUT SCHEDULE FOR THIS GRANT BY GIVING WRITTEN NOTICE OF THE ALTERATION TO THE RECIPIENT.**

# Communities Foundation of Texas

## Educate Texas

### Grant Agreement

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## II. DESIGNATION/OTHER CONDITIONS OF THE GRANT

A. Based upon the grant proposal submitted by the Recipient to Educate Texas (the "Grant Proposal"), **Brownsville Independent School District** is awarded funds designated to be used by the Recipient to fund the activities of the **Additional Days School Year Planning and Execution Program Cycle 5**. The Project to be supported by the Granted Funds is described in Section B of this Section II. The Recipient assures CFT that the Recipient's administration of the Granted Funds and the objectives of the Project thereby supported shall in all ways be consistent with the goals and objectives of Educate Texas, its major funding partners and Communities Foundation of Texas.

B. The Recipient agrees to:

1. Develop internal district capacity to support the management and implementation of the ADSY PEP Summer strategy and partner with an Education Service Center to provide guidance and expertise on the execution of the ADSY PEP Summer work.
2. Actively participate in the ADSY PEP Summer Learning Community Workshops and share learning and insights from the work with Educate Texas, the Texas Education Agency, and the Wallace Foundation, to support the research efforts.
3. Submit all required workplans, strategic plans, artifacts and reports on time according to the schedule outlined in Section F of this Section II.

C. Anticipated outcomes:

1. Cycle 5 LEAs will be required to designate an ADSY Summer Project Manager with appropriate autonomy to:
  - a. Attend all Professional Development sessions and Technical Assistance calls with the Education Service Center.
  - b. Complete the ADSY PEP Strategic Plan.
  - c. Form and lead a summer planning Steering Committee that must include the CFO and Curriculum Lead.
  - d. Lead the data collection efforts necessary to meet grant requirements and use data to create an Impact Report (tools and training will be provided).
  - e. Assess pre- and post-summer assessments and agree to share program effectiveness data, including student outcomes and projected and final student attendance during the summer program.
2. All ADSY PEP LEAs will plan an ADSY PEP Summer program that shares the following elements:
  - a. Offered at no cost for 25+ days to students at ADSY PEP eligible campuses and program days.
  - b. Certified teachers focused on at least 3 hours of academics each day.
  - c. High-quality instructional materials used during academic instruction.
  - d. Class sizes with a ratio of 1:15 or smaller.
  - e. Meals and transportation provided.
  - f. Professional development for teachers and program staff before the start of ADSY PEP summer programs.



# Communities Foundation of Texas

## Educate Texas

### Grant Agreement

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- g. Clear positive site climate and culture.
- D. Provided all terms and conditions of this Grant Agreement are met in the sole judgment of CFT and Educate Texas, payment of the Granted Funds shall be made by CFT to the Recipient as outlined below, up to the maximum amount of **\$200,000**. The Recipient acknowledges and agrees to fund the Project as designated in, and in the amounts and according to the budget submitted as part of, the Grant Proposal.

Recipient	Upon Signature
<b>Brownsville Independent School District</b>	<b>\$200,000</b>

All funds must be spent by **August 31, 2025**. The Recipient agrees to adhere to the approved budget for the Project. Any increase or decrease of more than 10% to an **individual budget line** included as part of the Project budget submitted by the Recipient and approved by Educate Texas and CFT must be approved by Educate Texas and CFT **in advance** in writing.

The Recipient acknowledges, understands and accepts that funds granted under this Grant Agreement may not be used to support capital costs, permanent staff positions, any activities than can be construed as lobbying, and/or any activities that include payment to an elected official (e.g., conference participation, meals, travel, etc.).

- E. Future payment of funds awarded under the terms and conditions of this Grant Agreement is contingent upon the Recipient's maintenance of its status as an organization exempt from federal income tax under Sections 501 (c)(3) or 170(b), as applicable, of the Internal Revenue Code. In addition to the other terms of this Grant Agreement, payment of any funds granted under this Grant Agreement may be suspended or cancelled by CFT at its sole discretion should either of the following occur: 1) dissolution of the Recipient, or 2) termination of the Recipient's tax exempt status.

- F. Written **documentation/reports** must be submitted to Educate Texas and CFT on the following dates:

1. **March 31, 2025** – Interim Report.

Each interim report shall include (a) a Project narrative, and (b) a Budget report, on templates to be provided by Educate Texas, that reports expenses to date, by line item, as compared to the original budget submitted by the Recipient in the Grant Proposal.

2. **September 30, 2025** – Final Report

A written **Final** report must be submitted to Educate Texas and CFT, on templates provided by Educate Texas, by **September 30, 2025**, and shall include, but is not limited to, the following information:

- a. Address the degree to which the stated goals and objectives of the Project were achieved,
- b. A final expenditure report prepared on a template to be provided by Educate Texas.

- G. In addition to the evaluation and accountability requirements detailed in Section I above, the Recipient agrees to monitor, support and track Project performance against expected Project outcomes and to monitor and/or audit



# **Communities Foundation of Texas**

## **Educate Texas**

### **Grant Agreement**

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the appropriate use of Granted Funds. The Recipient, working with the staff of Educate Texas and its outside professional advisors, agrees to assist in the implementation of a detailed program to collect data needed to evaluate the Program and Project performance in meeting the Educate Texas goals and to participate fully in a range of data collection and evaluation activities that will be required by Educate Texas, except as may be prohibited by law.

- H. The Recipient acknowledges that neither CFT nor Educate Texas makes any assurances of, and is in no way obligated to provide, additional, future or supplementary funding to support the continuation of the programs created, enhanced or transformed by this grant. The Recipient agrees to work with and assist Educate Texas, its participating institutions, its funding partners, and its constituents, to identify and cultivate other funding sources in order to ensure the long-term sustainability of Educate Texas.
- I. An annual site visit at a date and time mutually agreeable with the Recipient and CFT may be conducted by the Educate Texas Program Officer to assess progress on the stated goals of the Project. Site visit and meeting attendance by Educate Texas staff will discontinue at the termination of this Grant Agreement or in the event that Educate Texas funding is discontinued by its major funding partner, the Wallace Foundation.

### **III. NOTICE**

The terms of this Grant Agreement shall be governed by Texas law applicable to agreements made and to be performed in Texas. The terms of this Grant Agreement may be amended only by a written instrument signed by the Recipient and CFT. Use of the Granted Funds must be appropriate under the terms and provisions of this Grant Agreement and Sections 501(c)(3) or 170(b), as applicable, of the Internal Revenue Code and conform to all state and federal laws. Permission to alter the designated purpose or use of the Granted Funds must be obtained in writing from CFT. This is a one-time grant and CFT's entire and total grant commitment under this Grant Agreement shall not be more than the sum of **\$200,000**. Payment of this grant is subject to the availability of funds in the Educate Texas Fund of the Communities Foundation of Texas as provided by its major funding partner, the Wallace Foundation.

# Communities Foundation of Texas

## Educate Texas

### Grant Agreement

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#### IV. THE RECIPIENT'S ACCEPTANCE

**For:** Brownsville Independent School District

**By:** \_\_\_\_\_  
 (Signature) Date

\_\_\_\_\_  
**Dr. Jesus H. Chavez**  
 (Print Name)

\_\_\_\_\_  
**Superintendent**  
 (Title)

Important Note:

This Grant Agreement must be signed by the Chairman of the Governing Body [Board of Directors/Trustees] of the Recipient Organization or by the primary Executive Officer of the Recipient Organization who is specifically empowered by the Governing Body to make legally binding agreements on its behalf.

#### V. CFT's ACCEPTANCE

The foregoing is agreed to as of: \_\_\_\_\_

**By:** \_\_\_\_\_  
**Dr Reo Pruiett**  
**Chief Programs & Engagement Officer**



# **Communities Foundation of Texas**

## **Educate Texas**

### **Grant Agreement**

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### **VI. GRANT SUMMARY (For Information Only)**

**Recipient:** Brownsville Independent School District  
**Total Amount:** up to \$200,000  
**Source:** The Educate Texas Fund of Communities Foundation of Texas  
**Date:** December 1, 2024  
**Recommended by:** Education Committee

**Payout schedule:** Beginning upon signature of both parties to this Grant Agreement and ending on August 31, 2025. CFT reserves the right, in its sole discretion, to alter the payout schedule for this grant after providing written notice to the Recipient.  
  
All funds must be spent by August 31, 2025; a final report is due on September 30, 2025.

**Contact Name:** Dr. Jesus H. Chavez  
**Title:** Superintendent

**Address:** 1900 East Price Road  
Brownsville, Texas 78521

**Phone:** 965-698-0014  
**Email:** [jhchavez@bisd.us](mailto:jhchavez@bisd.us)

**Contact Name:** Dolores Cisneros-Emerson  
**Title:** Executive Director for Elementary Education

**Address:** 1900 East Price Road  
Brownsville, Texas 78521








**Phone:** 965-698-2309  
**Email:** [demerson@bisd.us](mailto:demerson@bisd.us)

**Other:** All reports due as described in Section II above

# ADSY PEP

## Program Requirements



-  Serve at least one grade level within grade Prek-5.
-  Ensure the campus academic calendar will have at least 180 instructional days, not including staff development waivers.
-  Have a campus academic calendar with at least 75,600 operational minutes.
-  Be willing to add 25 to 30 additional half-days of instruction (ADSY days) in the summer to the 180 instructional days in the campus' academic calendar.
-  An ADSY PEP day must consist of 3-hours of academic instruction + 2-hours of enrichment + 1 flex-hour (lunch, transitions, assembly time, P.E., enrichment). Each ADSY PEP day must be at least 6 hours. Academic hours are led by a teacher that meets the LEA's regular-year certification requirements.
-  The district/school-adopted set of instructional materials to be implemented across the LEA's summer program for reading and math that meet TEA's standard for High-Quality Instructional Materials
-  Host ADSY days on separate days from regular instructional calendar days.

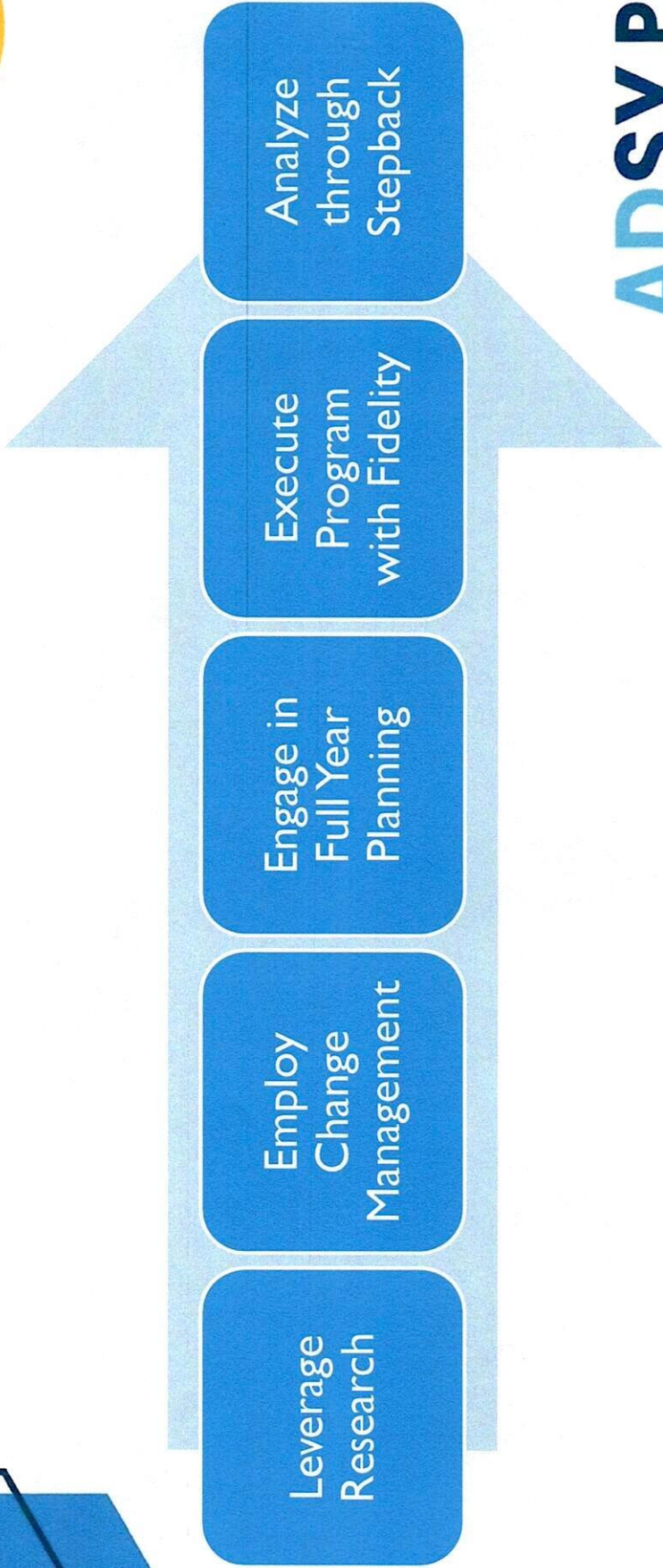
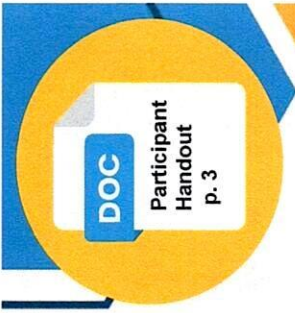


(TEA, 2019)



# Key Practices & Outcomes

## Change Management



# Summer Learning Framework



- Designing for High-Quality Summer Learning
- Student Recruitment
- Staffing and PD Models
- Climate and Culture
- Planning for Enrichment
- Budget and Financial Planning
- Master Scheduling
- Site Operations