



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 05/07/24

Item Title: Memorandum of Understanding X Action
between BISD and Sam Houston Information
State University Discussion

BACKGROUND:

The Career & Technical Education (CTE) Department is requesting approval of a Memorandum of Understanding (MOU) between Sam Houston State University and Brownsville ISD. The purpose of this agreement is to establish clear communication and collaboration between Sam Houston State University and Brownsville ISD. The continued and ongoing collaboration between Brownsville ISD and Sam Houston State University furthers the educational mission of each institution. Brownsville ISD derives a benefit for its high achieving students by ensuring higher educational opportunities at Sam Houston State University following high school graduation of Brownsville ISD and Sam Houston State University derives a benefit from the targeted and intentional promotion of its educational opportunities to the high achieving students at Brownsville ISD.

FISCAL IMPLICATIONS:

No cost to the district.

RECOMMENDATION:

Recommend approval of an MOU between the Career & Technical Education (CTE) Department and Sam Houston State University. The purpose of this agreement is to establish clear communication and collaboration between Sam Houston State University and Brownsville ISD at no cost to the district.

Benita Villarreal/
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Jesus H. Chavez
Dr. Jesus H. Chavez, Superintendent

Beatriz Hernandez
Approved by: Chief Academic Officer

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Monday, April 22, 2024 11:07 AM
To: Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: [EXTERNAL]Re: MOU between BISD and Sam Houston University

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Good morning,

The MOU is approved as to form.

Sincerely,

Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Friday, April 19, 2024 4:56 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: MOU between BISD and Sam Houston University

Ms. Lozano,

Please see the attached for your review and approval for the May board meeting.

Sincerely,

Roxy Eckstein

Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521

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**MEMORANDUM OF UNDERSTANDING
BETWEEN BROWNSVILLE INDEPENDENT SCHOOL DISTRICT AND SAM HOUSTON
STATE UNIVERSITY**

This Memorandum of Understanding ("MOU") is between Sam Houston State University ("UNIVERSITY"), an agency and institution of higher education authorized under the laws of the State of Texas and member institution of The Texas State University System and an agency of the state of Texas, and the Brownsville Consolidated Independent School District ("SCHOOL DISTRICT").

PURPOSE

The purpose of this agreement is to establish clear communication and collaboration between UNIVERSITY and SCHOOL DISTRICT.

SCHOOL DISTRICT is a public primary and secondary educational institution accredited by the Texas Education Agency to certify completion of all educational requirements through high school graduation.

UNIVERSITY is a public university accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, masters, doctoral, and professional degrees.

STATEMENT OF MUTUAL BENEFIT AND INTEREST

The continued and ongoing collaboration between SCHOOL DISTRICT and UNIVERSITY furthers the educational mission of each institution. SCHOOL DISTRICT derives a benefit for its high achieving students by ensuring higher educational opportunities at UNIVERSITY following high school graduation from SCHOOL DISTRICT, and UNIVERSITY derives a benefit from the targeted and intentional promotion of its educational opportunities to the high achieving students at SCHOOL DISTRICT.

RESPONSIBILITIES

The SCHOOL DISTRICT and UNIVERSITY desire to enter a memorandum of understanding regarding the automatic acceptance of students graduating within the top 25% of their respective classes from SCHOOL DISTRICT.

The parties therefore confirm their intentions as follows:

1. UNIVERSITY will grant automatic admission to all SCHOOL DISTRICT students who meet current UNIVERSITY admission criteria. SCHOOL DISTRICT acknowledges that students should be aware that admission test scores may or may not be used for scholarship selection purposes. Merit aid is also awarded to students who did not submit test scores. SCHOOL DISTRICT also acknowledges that students are aware that not submitting test scores does not negate Texas Success Initiative (TSI) requirements. Students will need to submit SAT/ACT scores to satisfy TSI requirements, but not for admission.
2. UNIVERSITY will waive the admissions application fee for all SCHOOL DISTRICT students who meet UNIVERSITY's criteria to receive an application fee waiver. UNIVERSITY will waive the admissions application fee for all SCHOOL DISTRICT

students who apply during Application Drives on a minimum of two (2) days to be mutually agreed upon by UNIVERSITY and SCHOOL DISTRICT.

3. UNIVERSITY will provide SCHOOL DISTRICT with ten (10) \$1,000 scholarships to be awarded annually by SCHOOL DISTRICT to prospective graduates of SCHOOL DISTRICT to be applied to tuition and fees at UNIVERSITY. Such scholarships shall not be limited by race, color, ethnicity, national origin, sex, gender identity, sexual orientation, religion, or disability status. Subject to this limitation, SCHOOL DISTRICT may determine eligible recipients for any such scholarships. UNIVERSITY will award scholarships of \$500 for Fall and \$500 for Spring enrollment.
4. UNIVERSITY will contact SCHOOL DISTRICT counselors to notify them of scholarship opportunities available to SCHOOL DISTRICT graduates as such opportunities become available.
5. UNIVERSITY may provide financial aid, admissions, and degree counseling; work study mentorships; peer mentoring; and related support. Specific activities are subject to further discussion by the parties and the availability of necessary resources.
6. SCHOOL DISTRICT shall promote the availability of the opportunity described in section I to all its students, parents, and community stakeholders, and shall specifically inform each qualifying student of the opportunity for automatic admission to UNIVERSITY upon submission of application.
7. The substantive laws of the State of Texas (and not conflicts of law principles) govern all matters arising out of or relating to this MOU and all the transactions it contemplates. Venue for any claim arising out of or relating to this MOU and all the transactions it contemplates is as provided under Texas law.
8. Each provision of this MOU is severable.
9. This MOU (including any addenda) is the complete, final, and exclusive statement of the parties as to its subject matter and supersedes any previous agreements or understandings between the parties as to that subject matter. This MOU may be amended, modified, or supplemented only by a written agreement signed by both parties. Any waiver of the terms and conditions of this MOU must be in writing signed by the party granting such waiver and will not waive any other failure to perform.
10. SCHOOL DISTRICT acknowledges that as an agency of the State of Texas, the UNIVERSITY must strictly adhere to all statutes, court decisions and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. The UNIVERSITY is required to make any information created or exchanged pursuant to this MOU, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.
11. Notwithstanding any provision of this MOU, nothing herein shall be construed as a waiver by the UNIVERSITY of its constitutional, statutory, or common law rights, privileges, immunities, or defenses. To the extent any term of this paragraph conflicts with any other provision in this MOU, the terms of this paragraph shall control.

12. Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, or (c) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

SCHOOL DISTRICT: Superintendent
Brownsville ISD
1900 E. Price Road
Brownsville Texas 78521

UNIVERSITY: Chief Enrollment Officer and Registrar Sam
Houston State University
Box 2029
Huntsville, TX 77341-2029

13. This MOU, is not intended to create any rights or obligations under the laws of partnership of any jurisdiction. The parties intend to be independent contractors, and neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
14. This MOU is in effect for the SCHOOL DISTRICT 2024 school year. and may renew automatically for up to four (4) successive annual terms unless terminated by either party with written notice to the other no later than June 30 of each year. The parties have executed this MOU on the dates indicated below.

**BROWNSVILLE INDEPENDENT
SCHOOL DISTRICT**

SAM HOUSTON STATE UNIVERSITY

Dr. Jesus H. Chavez
Superintendent of Schools

Dr. Alisa White
President

Date

Date