



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 05/07/2024

Item Title: Amended MOU for additional funding for X Action
TSC 2023-2028 Nita M. Lowey 21st Information
CCLC Grant Program, Cycle 12 and BISD Discussion

BACKGROUND:

Texas Southmost College Nita M. Lowey 21st Century Community Learning Centers (CCLC) Grant Program, Cycle 12 Year 1 in partnership with Brownsville ISD was awarded for the 2023-2028 school year. The goal is to provide before and after school programming for students to improve academically and receive enrichment through various activities, clubs, and non-academic or non UIL activities that are high-interest at Besteiro, Faulk, Garcia, Lucio and Perkins Middle schools; and Hanna, Lopez, Pace, Porter and Rivera Early College High Schools. The grant will serve 2,500 BISD Students and over 1,000 parents.

FISCAL IMPLICATIONS:

Fund 265 Payroll \$ 675,000
Transportation \$ 37,500

RECOMMENDATION:

Recommend approval to amend the MOU (Amendment 1) between BISD and TSC Nita M. Lowey 21st Century Community Learning Centers (CCLC) Grant Program, Cycle 12, Year 1 funding, from \$500,000 to \$712,500. The modified MOU shall remain in place through July 31, 2028 unless otherwise amended.

Approved for Submission to Board of Education:

J.J. Deleon/Diana E. Barron
Submitted by: Principal/Program Director

Alejandro Cespedes
Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Alejandro Cespedes
Approved by: Chief Financial Officer

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



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 05/07/2024

Item Title: Amended MOU for additional funding for X Action
TSC 2023-2028 Nita M. Lowey 21st CCLC Information
Grant Program, Cycle 12 and BISD Discussion

BACKGROUND:

TSC 2023-2028 Nita M. Lowey 21st CCLC Grant Program, Cycle 12 and BISD received additional funds in the amount of \$212,500.

Additional Funding: Fund 265
Transportation \$37,500
Payroll \$175,000

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Monday, April 22, 2024 2:08 PM
To: Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: [EXTERNAL]Re: 2023-2028 TSC Nita M. Lowey 21st CCLC Cycle 12 Grant MOU

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Good afternoon,

This agreement is approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Monday, April 22, 2024 8:59 AM
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: 2023-2028 TSC Nita M. Lowey 21st CCLC Cycle 12 Grant MOU

Ms. Lozano,

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

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

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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TEXAS SOUTHMOST COLLEGE
and
THE BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AMENDED
MEMORANDUM OF UNDERSTANDING

This Amended Memorandum of Understanding set forth the terms between Brownsville Independent School District (**hereinafter referred to as “BISD”**) and Texas Southmost College, (**hereinafter referred to as TSC**) a political subdivision of the State of Texas, located at 80 Fort Brown, Brownsville, Texas 78520.

PURPOSE OF AGREEMENT

TSC and BISD agree to collaborate in the delivery of after-school activities for at-risk PK-12th grade students and their families participating in the Nita M. Lowey 21st Century Community Learning Centers (CCLC) Grant Program, Cycle 12, administered by the Texas Education Agency. The parties understand and acknowledge this memorandum of understanding (MOU) is contingent upon TSC receiving the Nita M. Lowey 21st CCLC Grant Program, Cycle 12 NOGA and subsequent approval from TSC’s and BISD’s Board of Trustees. The MOU automatically terminates if TSC does not receive funding through the Nita M. Lowey 21st CCLC Grant Program, Cycle 12. The MOU can be terminated by either Party upon a ninety-day (90) day written notice.

DURATION OF AGREEMENT

- The term of this MOU shall be made effective August 1, 2023 through July 31, 2028 until the completion of the Grant, in the situation where a Texas Education Agency approved program extension is warranted.
- This MOU may be amended or modified only in writing and executed by the both parties. This MOU will be applicable for five (5) years but is subject to TSC receiving the Nita M. Lowey 21st CCLC Grant Program, Cycle 12 NOGA. This MOU may be terminated by either party upon written notice of ninety (90) days.

TERMS AND CONDITIONS

The terms and conditions set forth in the following document shall constitute the entire agreement between TSC and BISD and may not be amended except by a written document signed by TSC and BISD. This MOU will be in effect for five (5) years, but is subject to TSC receiving the Nita M. Lowey 21st CCLC Grant Program, Cycle 12 NOGA.

Brownsville Independent School District will:

- Designate a BISD Department Administrator to collaborate with the TSC 21st CCLC Project Director to successfully execute the program requirements of the Nita M. Lowey 21st CCLC Grant Program, Cycle 12.
- Designate one campus staff member per campus to assist the TSC 21st CCLC Project Director and TSC Site Coordinator/s in the delivery of after-school activities for at-risk PK-12th grade

students and their families participating in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12.

- Require all non-contractual staff and/or volunteers working with students and their families to comply with the TSC Human Resource's guidelines prior to initiation of services.
- Provide the TSC 21st CCLC Project Director and/or Program Evaluators with the district reports necessary to complete the annual program evaluation on or before June 15th. All programs serving students in 7th to 8th grade and 10th to 12th grade are required to report Grade Point Average (GPA) as part of the mandatory federal requirement to meet the Government Performance and Results Act (GPRA) measures. Grantees must collect the current year and prior year "GPA" for every 7-8 and 10-12 grade student who participated in Texas ACE for 10 days or more. This information will then be manually entered into the Texas Education Agency Login (TEAL) portal by TSC grant staff. For campuses that do not use GPA, TSC grant staff will utilize the crosswalk provided by the Texas Education Agency.
- Provide additional monies for student incentives and family engagement incentives according to student participation rates that meet and/or exceed milestones.
- Provide the following in-kind services:
 - Super Supper Program will provide a warm meal to all 21st CCLC participants afterschool at all ten TSC/BISD sites throughout the school year.
 - Office and office setup (phone, computer, printer, etc.) for each 21st CCLC Site Coordinator.
 - Campus administration will help 21st CCLC Site Coordinators with obtaining the classroom/cafeteria/gym space and teachers/teacher aides needed for afterschool and Saturday academic and enrichment activities. Administration will also secure AC in the appropriate rooms for evening and Saturday events.
 - Provide access to the school's administration (Principals and Deans of Instruction) at each of the ten TSC/BISD sites to fulfill TEA reporting requirements and end-of-year evaluation, as well as alignment of academic and enrichment activities that will take place after school and on Saturdays.
 - Coordinate and provide transportation to bus students home from after school and Saturday activities at the ten TSC/BISD sites (fall and spring term only).
 - BISD Grants Department will assist Program Director, Reporting and Compliance Specialist, and 21st CCLC Site Coordinators with implementation of the grant activities by securing meeting sites at a central location for monthly and/or on call meetings.
- **Submit monthly invoices to TSC for the annual contractual services budget**, ensuring it does not exceed \$712,500.00 . This budget includes a maximum of \$675,000 allocated for hiring staff to provide academic, enrichment, college career readiness, and family engagement activities as required in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12 – for fall, spring, and summer programming. Additionally, this budget includes up to \$37,500 designated for summer bus for students. The final invoice is scheduled to be submitted on or before July 25th.

Texas Southmost College will:

- Designate the Project Director for the Nita M. Lowey 21st CCLC Grant Program, Cycle 12 as the point of contact to collaborate with BISD to successfully execute after-school activities for

at risk PK-12th grade students and their families participating in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12;

- Support BISD in their efforts to deliver academic, enrichment, college career readiness, and family engagement activities required in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12.
- Collaborate with BISD Grants staff to host at least two (2) training per semester.
- Provide an annual contractual services budget not to exceed \$712,500.00 to BISD for the purposes of hiring staff to provide academic, enrichment, college career readiness, and family engagement activities required in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12.
- Maintain the confidentiality and privacy of any student or family participant's personal information ("Personal Data") that it obtains and use such information for the limited purpose of administering the Nita M. Lowey 21st CCLC Grant Program, Cycle 12 Training Program and to satisfy any legal or reporting requirements imposed by the State of Texas or the applicable state funding agency. Specifically, TSC agrees to:
 - Implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
 - Not permit the transmission of Personal Data outside the United States or access of such data by its employees outside the United States.
 - Promptly notify BISD of any facts known to TSC concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor, or agent of TSC or by any other persona or third party;
 - Cooperate fully with BISD in the event of any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor, or agent of TSC or by any other person or third party, to limit the unauthorized disclosure or use, seek the return of any Personal Data, and assist in providing notice if requested by BISD.

BISD and TSC will:

- Facilitate the development and continuance of effective working relationships between the parties through the coordination of scheduled meetings to share information of the activities which directly affect the outcome of the program
- Participate in joint planning for grant program activities.
- Share information and coordinate grant programs.
- Share resources, to the extent permissible, that will further the mutual objectives of the parties while reducing cost and expenses that would have been incurred otherwise.
- Nothing in this Agreement shall be interpreted to mean that any employee or agent of either party an employee or agent of the other party.
- Both parties agree that the other party may reference a party's name to the extent reasonably necessary in the promotion of the grant program activities; however, any written materials referencing either party's name must be approved by that party prior to dissemination.
- No Waiver of Immunity: Nothing in this agreement shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Texas Southmost College. The failure to enforce or any delay in the enforcement of any privileges, rights,

defenses, remedies, or immunities available to Texas Southmost College under this agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Texas Southmost College does not waive any privileges, rights, defenses, or immunities available to it, including, but not limited to Texas Southmost College’s right to sovereign or governmental immunity, by entering into this affiliation agreement by its conduct prior to or subsequent to entering into this agreement.

- TSC as an institution of higher education and recipient of federal and state funds, is subject to federal and state civil rights laws and regulations governing equal educational and employment opportunity. This Agreement and any grant activities offered pursuant to this Agreement are subject to those laws and regulations, and other laws and regulations governing a public educational institution and shall be provided in compliance with the laws applicable to TSC.
- The parties mutually agree that, during performance of this Agreement, no person shall be denied benefits under this program on the basis or religion, color, race, national origin, sex, age, physical or mentally disability, sexual orientation, or gender identity. The parties shall ensure that the evaluation and treatment of employees and student participants under this program is free of such discrimination.
- **Both parties mutually agree that, during the performance of this agreement, students and employees shall not be subjected to any form of discrimination based on sex and, any complaint based on sexual discrimination, including but not limited to sexual harassment, shall immediately be reported to the TSC Title IX Director.**

INSURANCE

- **Liability Insurance.** At all times during the term of this agreement, each party will provide and keep in force liability insurance covering their respective entities for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas with a Best’s Insurance Rating of A or better, selected and paid by each party, respectively. The insurance provided under this section must be as follow and as applicable:

Type of coverage	Limits
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$1,000,000 Ea. occurrence \$2,000,000 aggregate
C. Automobile Liability	(owned/leased, non-owned and hired)
(1) Bodily Injury	\$1,000,000 Ea. Person \$1,000,000 Ea. Occurrence
(2) Property Damage	\$1,000,000 Ea. Occurrence

This insurance will protect TSC and BISD against liability to its respective employees or servants and to any other person or persons whose property damage or personal injury arises out of or in connection with this Agreement.

MISCELLANEOUS TERMS

- It is understood and agreed that BISD is an independent contractor and that neither BISD and nor any employees or agents contracted by BISD shall be deemed for any purpose to be employees or agents of Texas Southmost College.
- This agreement does not create a joint venture or business partnership under Texas law. BISD assumes full responsibility for their personnel while performing any services incident to this MOU and shall remain solely responsible for their supervision, daily direction and control, requirements, and obligations.

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.


Jesus Rodriguez (Apr 19, 2024 16:10 CDT)
Dr. Jesús Roberto Rodríguez, President
Texas Southmost College

04/19/2024
Date

Dr. Jesus H. Chavez, Superintendent of Schools
Brownsville Independent School District

Date

Original MOU



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 09/05/2023

Item Title: MOU TSC 2023-2028 Nita M. Lowey 21st X Action
Century Community Learning Centers Information
Grant Program, Cycle 12 and BISD Discussion

BACKGROUND:

Texas Southmost College Nita M. Lowey 21st Century Community Learning Centers (CCLC) Grant Program, Cycle 12 in partnership with Brownsville ISD was awarded for the 2023–2028 school year. The goal is to provide before and after school programming for students to improve academically and receive enrichment through various activities, clubs, and non-academic or non UIL activities that are high-interest at Besteiro, Faulk, Garcia, Lucio and Perkins Middle schools; and Hanna, Lopez, Pace, Porter and Rivera Early College High Schools. BISD will provide in-kind services such as supper for all participants, space for coordinators, and home transportation as described in the MOU. The grant will serve 2,500 BISD Students and over 1,000 parents.

FISCAL IMPLICATIONS:

RECOMMENDATION:

Recommend approval of MOU between BISD and TSC Nita M. Lowey 21st Century Community Learning Centers (CCLC) Grant Program, Cycle 12. Participating schools are at Besteiro, Faulk, Garcia, Lucio and Perkins Middle schools; and Hanna, Lopez, Pace, Porter and Rivera Early College High Schools. The term of this MOU shall be made effective August 1, 2023 through July 31, 2028 for an amount up to \$500,000.00 per year. The grant will serve 2,500 BISD Students and over 1,000 parents.



J.J. Deleon/Diana E. Barron
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Alejandro Cespedes 
Recommended by: Asst. Supt./CFO


Dr. René Gutiérrez, Superintendent

Miguel Salinas 
Reviewed by: Staff Attorney

Dr. Nellie Cantu 
Approved by: Deputy Superintendent
8/29/23

Isela Vieyra

From: Priscilla Lozano <plozano@808West.com>
Sent: Friday, August 25, 2023 9:07 AM
To: Isela Vieyra
Cc: Miguel Salinas; Kevin O'Hanlon; Lea Ohrstrom; Minerva Almanza
Subject: Re: TSC 2023-2028 Nita M. Lowey 21st CCLC CYCLE

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Approved as to form.

Priscilla

From: Isela Vieyra <jivieyra@bisd.us>
Sent: Friday, August 25, 2023 8:41 AM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>
Subject: FW: TSC 2023-2028 Nita M. Lowey 21st CCLC CYCLE

Good morning, Ms. Lozano.

Please see the response from the grants department regarding your recommendation.

Thank you.

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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From: Diana Barron <dbarron@bisd.us>
Sent: Friday, August 25, 2023 7:42 AM
To: Isela Vieyra <jivieyra@bisd.us>
Cc: Alejandro Cespedes <acespedes2@bisd.us>; Minerva Almanza <[malmanza1@bisd.us](mailto:malamanza1@bisd.us)>; Juan J. DeLeon <jjdeleon@bisd.us>; Alma P. Figueroa <apfigueroa@bisd.us>
Subject: Re: TSC 2023-2028 Nita M. Lowey 21st CCLC CYCLE

Good morning,

As per my conversation with Dr. Tipton, Director of the 21st CCLC Cycle 12 Program, yesterday. She stated that the MOU is correct.

They are saying that BISD will submit the monthly invoices not to exceed \$500,000 budget to BISD.

Please let me know if anything else is needed for the Item to make the September board meeting.

Respectfully,



From: Diana Barron <dbarron@bisd.us>
Sent: Thursday, August 24, 2023 12:20 PM
To: Minerva Almanza <[malmanza1@bisd.us](mailto:malamanza1@bisd.us)>
Cc: Alejandro Cespedes <acespedes2@bisd.us>; Isela Vieyra <jivieyra@bisd.us>
Subject: Re: TSC 2023-2028 Nita M. Lowey 21st CCLC CYCLE

Thank you, let me check with TSC.

Respectfully,



From: Minerva Almanza <malmanza1@bisd.us>
Sent: Thursday, August 24, 2023 12:06 PM
To: Diana Barron <dbarron@bisd.us>
Cc: Alejandro Cespedes <acespedes2@bisd.us>; Isela Vieyra <jivieyra@bisd.us>
Subject: FW: TSC 2023-2028 Nita M. Lowey 21st CCLC CYCLE

Ms. Diana,

Board Counsel has some questions. Please see below.

From: Priscilla Lozano <plozano@808West.com>
Sent: Wednesday, August 23, 2023 4:59 PM
To: Isela Vieyra <jivieyra@bisd.us>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>
Subject: Re: TSC 2023-2028 Nita M. Lowey 21st CCLC CYCLE

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Hello,

Is BISD receiving \$500,000. from TSC under the grant for the purpose of hiring staff? It isn't clear. On page 2, it says that BISD will submit monthly invoices to BISD. I think it should read that we are submitting invoices to TSC.

Priscilla

From: Isela Vieyra <jivieyra@bisd.us>
Sent: Wednesday, August 23, 2023 11:12 AM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>
Subject: TSC 2023-2028 Nita M. Lowey 21st CCLC CYCLE

Good morning, Ms. Lozano.

It was brought to my attention that there have been some changes made to page 2 of the approved contract.

I have attached the updated contract for your review and approval. Please let me know if you have any questions or concerns.

Thank you for your time.

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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TEXAS SOUTHMOST COLLEGE
and
THE BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AMENDED
MEMORANDUM OF UNDERSTANDING

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DURATION OF AGREEMENT

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Brownsville Independent School District will:

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- Designate one campus staff member per campus to assist the TSC 21st CCLC Project Director and TSC Site Coordinator/s in the delivery of after-school activities for at-risk PK-12th grade

students and their families participating in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12.

- Require all non-contractual staff and/or volunteers working with students and their families to comply with the TSC Human Resource's guidelines prior to initiation of services.
- Provide the TSC 21st CCLC Project Director and/or Program Evaluators with the district reports necessary to complete the annual program evaluation on or before June 15th. All programs serving students in 7th to 8th grade and 10th to 12th grade are required to report Grade Point Average (GPA) as part of the mandatory federal requirement to meet the Government Performance and Results Act (GPRA) measures. Grantees must collect the current year and prior year "GPA" for every 7-8 and 10-12 grade student who participated in Texas ACE for 10 days or more. This information will then be manually entered into the Texas Education Agency Login (TEAL) portal by TSC grant staff. For campuses that do not use GPA, TSC grant staff will utilize the crosswalk provided by the Texas Education Agency.
- Provide additional monies for student incentives and family engagement incentives according to student participation rates that meet and/or exceed milestones.
- Provide the following in-kind services:
 - Super Supper Program will provide a warm meal to all 21st CCLC participants after school at all ten TSC/BISD sites throughout the school year.
 - Office and office setup (phone, computer, printer, etc.) for each 21st CCLC Site Coordinator.
 - Campus administration will help 21st CCLC Site Coordinators with obtaining the classroom/cafeteria/gym space and teachers/teacher aides needed for after school and Saturday academic and enrichment activities. Administration will also secure AC in the appropriate rooms for evening and Saturday events.
 - Provide access to the school's administration (Principals and Deans of Instruction) at each of the ten TSC/BISD sites to fulfill TEA reporting requirements and end-of-year evaluation, as well as alignment of academic and enrichment activities that will take place after school and on Saturdays.
 - Coordinate and provide transportation to bus students home from after school and Saturday activities at the ten TSC/BISD sites (fall and spring term only).
 - BISD Grants Department will assist Program Director, Reporting and Compliance Specialist, and 21st CCLC Site Coordinators with implementation of the grant activities by securing meeting sites at a central location for monthly and/or on call meetings.
- Submit monthly invoices for the annual contractual services budget not exceeding \$500,000.00 to BISD. This amount will be utilized for hiring staff to provide academic, enrichment, college career readiness, and family engagement activities as required in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12. The final invoice is scheduled to be submitted on or before July 25th.

Texas Southmost College will:

- Designate the Project Director for the Nita M. Lowey 21st CCLC Grant Program, Cycle 12 as the point of contact to collaborate with BISD to successfully execute after-school activities for at risk PK-12th grade students and their families participating in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12;

- Support BISD in their efforts to deliver academic, enrichment, college career readiness, and family engagement activities required in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12.
- Collaborate with BISD Grants staff to host at least two (2) training per semester.
- Provide an annual contractual services budget not to exceed \$500,000.00 to BISD for the purposes of hiring staff to provide academic, enrichment, college career readiness, and family engagement activities required in the Nita M. Lowey 21st CCLC Grant Program, Cycle 12.
- Maintain the confidentiality and privacy of any student or family participant's personal information ("Personal Data") that it obtains and use such information for the limited purpose of administering the Nita M. Lowey 21st CCLC Grant Program, Cycle 12 Training Program and to satisfy any legal or reporting requirements imposed by the State of Texas or the applicable state funding agency. Specifically, TSC agrees to:
 - Implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
 - Not permit the transmission of Personal Data outside the United States or access of such data by its employees outside the United States.
 - Promptly notify BISD of any facts known to TSC concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor, or agent of TSC or by any other persona or third party;
 - Cooperate fully with BISD in the event of any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor, or agent of TSC or by any other person or third party, to limit the unauthorized disclosure or use, seek the return of any Personal Data, and assist in providing notice if requested by BISD.

BISD and TSC will:

- Facilitate the development and continuance of effective working relationships between the parties through the coordination of scheduled meetings to share information of the activities which directly affect the outcome of the program
- Participate in joint planning for grant program activities.
- Share information and coordinate grant programs.
- Share resources, to the extent permissible, that will further the mutual objectives of the parties while reducing cost and expenses that would have been incurred otherwise.
- Nothing in this Agreement shall be interpreted to mean that any employee or agent of either party an employee or agent of the other party.
- Both parties agree that the other party may reference a party's name to the extent reasonably necessary in the promotion of the grant program activities; however, any written materials referencing either party's name must be approved by that party prior to dissemination.
- No Waiver of Immunity: Nothing in this agreement shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Texas Southmost College. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Texas Southmost College under this agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses,

remedies, or immunities or be considered as a basis for estoppel. Texas Southmost College does not waive any privileges, rights, defenses, or immunities available to it, including, but not limited to Texas Southmost College's right to sovereign or governmental immunity, by entering into this affiliation agreement by its conduct prior to or subsequent to entering into this agreement.

- TSC as an institution of higher education and recipient of federal and state funds, is subject to federal and state civil rights laws and regulations governing equal educational and employment opportunity. This Agreement and any grant activities offered pursuant to this Agreement are subject to those laws and regulations, and other laws and regulations governing a public educational institution and shall be provided in compliance with the laws applicable to TSC.
- The parties mutually agree that, during performance of this Agreement, no person shall be denied benefits under this program on the basis or religion, color, race, national origin, sex, age, physical or mentally disability, sexual orientation, or gender identity. The parties shall ensure that the evaluation and treatment of employees and student participants under this program is free of such discrimination.
- Both parties mutually agree that, during the performance of this agreement, students and employees shall not be subjected to any form of discrimination based on sex and, any complaint based on sexual discrimination, including but not limited to sexual harassment, shall immediately be reported to the TSC Title IX Director.

INSURANCE

- **Liability Insurance.** At all times during the term of this agreement, each party will provide and keep in force liability insurance covering their respective entities for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas with a Best's Insurance Rating of A or better, selected and paid by each party, respectively. The insurance provided under this section must be as follow and as applicable:

Type of coverage	Limits
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$1,000,000 Ea. occurrence \$2,000,000 aggregate
C. Automobile Liability	(owned/leased, non-owned and hired)
(1) Bodily Injury	\$1,000,000 Ea. Person \$1,000,000 Ea. Occurrence
(2) Property Damage	\$1,000,000 Ea. Occurrence

This insurance will protect TSC and BISD against liability to its respective employees or servants and to any other person or persons whose property damage or personal injury arises out of or in connection with this Agreement.

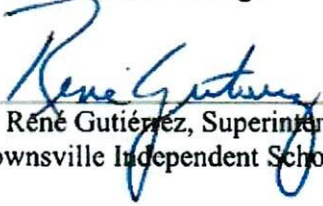
MISCELLANEOUS TERMS

- It is understood and agreed that BISD is an independent contractor and that neither BISD and nor any employees or agents contracted by BISD shall be deemed for any purpose to be employees or agents of Texas Southmost College.
- This agreement does not create a joint venture or business partnership under Texas law. BISD assumes full responsibility for their personnel while performing any services incident to this MOU and shall remain solely responsible for their supervision, daily direction and control, requirements, and obligations.

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.


Jesus Rodriguez (Aug 23, 2023 08:15 CDT)

Dr. Jesús Roberto Rodríguez, President
Texas Southmost College


Dr. René Gutiérrez, Superintendent of Schools
Brownsville Independent School District

08/23/2023

Date


Date