



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/05/2025

Item Title: The University of Texas Rio Grande
Valley AmeriCorps and Brownsville
Independent School District X Action
Information
Discussion

BACKGROUND:

The University of Texas Rio Grande Valley AmeriCorps seeks to renew an agreement with the Brownsville Independent School District to provide campus site services for BISD students to complete the college admission process that includes college test registration, college application, financial aid, advising, course registration and orientation registration to any college and university. UTRGV AmeriCorp members will be located at all BISD Early College High School and High School campuses.

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend to approve the renewal of the Contract/Memorandum of Understanding between the University of Texas Rio Grande Valley AmeriCorps and Brownsville Independent School District for the purpose of providing AmeriCorps members at Brownsville ISD Early College and High School campuses to assist students with college planning and enrollment services for the 2025-2026 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Miguel Salinas
Recommended by: Asst. Supt./Exec. Dir.

Beatriz Hernandez
Reviewed by: Staff Attorney

Beatriz Hernandez
Approved by: Chief Officer

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

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective August 25, 2025 ("**Effective Date**"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: Brownsville Independent School District (BISD), a local entity of the State of Texas.

Performing Party: University of Texas Rio Grande Valley (UTRGV), an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (**the "Project"**). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("**services**"):

- Assign AmeriCorps members for academic year (2025-2026) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 22 to 25 hours of service per week, over a 9-month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible, and desirable.
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation)
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- BISD acknowledges that as a service provider under agreement with BISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy

Act (FERPA) (20 U.S.C. § 1232g;34 CFR Part 99). Disclosure to third parties by UTRGV or AmeriCorps shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

Receiving Party will be performing the following services:

- Establish a permanent physical location for the UTRGV AmeriCorps program. Members and students must have uninterrupted accessibility to computers and internet access, a Lab or Go-Center is a preferred location; the lab is required to have a minimum of eight computers.
- Provide Alpha Roster, including academic ranking from last academic year to AmeriCorps program members that will be kept at a secure place within the lab and will not be taken out of the school.
- Select students to be a part of the AmeriCorps program and must be allowed to meet twice a week with AmeriCorps members, except when state mandated exams are taking place.
- High School will need to provide a system in which students will be called out of their elective periods.
- Encourage the establishment of a student-led center in a classroom or lab to maximize a college going culture.
- Designate an adult sponsor to oversee the operation and supervision of the AmeriCorps members. This sponsor must either be a school employee or someone authorized by the school to have access to students and school facilities (such as a counselor).
- Display college readiness materials including FAFSA forms, Apply Texas Applications, community college applications and other items.
- Encourage teachers and students to use the UTRGV AmeriCorps Lab and infuse curriculum with activities that foster an expectation of college attendance (i.e. reinforcing the knowledge that a postsecondary education is affordable and possible, and the belief that it is desirable).

The Go Center Sponsor will:

- Communicate regularly with UTRGV AmeriCorps Program Supervisor and/or Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
- Provide assistance to the UTRGV AmeriCorps members in their daily activities.
- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11 *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2025 - 2026.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521

with copy to: Brownsville Independent School District
708 palm Blvd #228
Brownsville, Texas 78520
Email: sara.garza@bisd.us
Attention: Sara Garza

If to Performing Party: University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, Texas 78539
Attention: Mr. Alex Valdez

Chief Procurement Officer

with copy to: University of Texas Rio Grande Valley
1201 W University Drive ESSBL 6.105
Edinburg, Texas 78539
Attention: Dr. Griselda Castilla

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, Texas Government Code, then Performing Party will send that notice to Receiving Party as follows:

Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521

with copy to:

Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521
Email: sara.garza@bcisd.us
Attention: Sara Garza

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third-party testing resources as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

Venue; Governing Law. Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor

agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

Brownsville Independent School District

By: _____

Name: Dr. Jesus H. Chavez

Title: BISD Superintendent

Date: _____

By: _____

Name: Daniella Lopez Valdez

Title: BISD Board President

Date: _____

By: _____

Name: Miverva M. Peña

Title: BISD Board Secretary

Date: _____

PERFORMING PARTY:

University of Texas Rio Grande Valley

By: _____

Name: Dr. Griselda Castilla

Title: Vice President for Strategic

Enrollment

Date: _____

By: _____

Name: Mr. Alex Valdez

Title: Chief Procurement Officer

Date: _____



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/06/2024

Item Title: The University of Texas Rio Grande
Valley AmeriCorps and Brownsville
Independent School District

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BACKGROUND:

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FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend to approve the renewal of the Contract/Memorandum of Understanding between the University of Texas Rio Grande Valley AmeriCorps and Brownsville Independent School District for the purpose of providing AmeriCorps members at Brownsville ISD Early College and High School campuses to assist students with college planning and enrollment services for the 2024-2025 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Jesus H. Chavez, Superintendent

Ms. Beatriz Hernandez
Approved by: Deputy Supt/Chief Officer

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective August 26, 2024 ("**Effective Date**"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: **Brownsville Independent School District (BISD)**, a local entity of the State of Texas.

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PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (the "**Project**"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

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- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation)
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- Communicate regularly with UTRGV AmeriCorps Program Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
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- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11 *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

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TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2024 - 2025 (August 26th, 2024 to May 15th, 2025).

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521

with copy to: Brownsville Independent School District
708 palm Blvd #228
Brownsville, Texas 78520
Email: sara.garza@bisd.us
Attention: Sara Garza

If to Performing Party: University of Texas Rio Grande Valley
701 E. Expressway 83, MRIOB 6.676
McAllen, Texas 78501
Attention: Mr. Michael Mueller

with copy to: University of Texas Rio Grande Valley
1201 W University Drive, ESSBL 3.104
Edinburg, Texas 785439
Attention: Dr. Magdalena Hinojosa

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, Texas Government Code, then Performing Party will send that notice to Receiving Party as follows:

Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521

with copy to:

Brownsville Independent School District
1900 Price Road
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Email: sara.garza@bcisd.us
Attention: Sara Garza

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TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

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Venue; Governing Law. Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds

pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

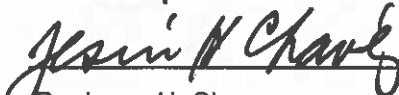
Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

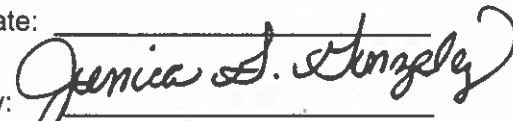
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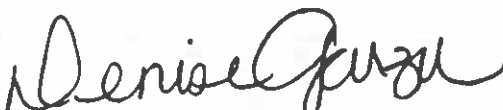
Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

Brownsville Independent School District

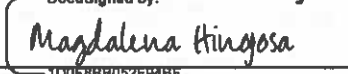
By: 
 Name: Dr. Jesus H. Chavez
 Title: BISD Superintendent

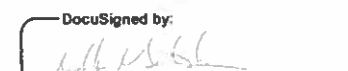
Date: _____
 By: 
 Name: Jessica Gonzalez
 Title: BISD Board President
 Date: 8-6-24

By: 
 Name: Denise Garza
 Title: BISD Board Secretary
 Date: 8-6-24

PERFORMING PARTY:

University of Texas Rio Grande Valley

By: 
 Name: Dr. Magdalena Hinojosa
 Title: Senior Vice President
for Strategic Enrollment and Student Affairs
 Date: 6/27/2024

By: 
 Name: Mr. Michael Mueller
 Title: Senior Vice President
of Finance and Planning
 Date: 7/1/2024