



# Brownsville Independent School District

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

Item Title: MOU with PSJA ISD-OFSDP APP X Action  
Information  
Discussion

## **BACKGROUND:**

The Brownsville Independent School District will enter into a Memorandum of Understanding with the PSJA ISD from August 1, 2025 to August 31, 2026 to provide professional products and services to BISD in the area of informational systems. This informational system will be used to collect data through an App owned by the PSJA ISD. The data collected through this App will count minutes by students participating in the Optional Flexible School Day Program (OFSDP) which will then be submitted to the Texas Education Agency (TEA) for the recapture of lost monies due to student absenteeism.

## **FISCAL IMPLICATIONS:**

A total estimated fiscal implication not to exceed \$108,000 (a savings from the prior year of \$1,850) from Local Funds for the 2025-2026 school year is anticipated.

## **RECOMMENDATION:**

Recommend approval to enter into Memorandum of Understanding between PSJA ISD and the Brownsville Independent School District to provide professional products and services to BISD in the area of informational systems. A total estimated fiscal implication not to exceed \$108,000 from Local Funds for August 1, 2025 to August 31, 2026 school year is anticipated.

  
Randy Park  
Submitted by: Principal/Program Director

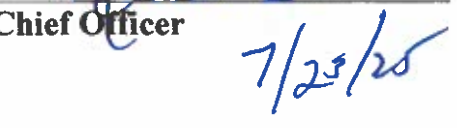
Approved for Submission to Board of Education:

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

  
Miguel Salinas

Reviewed by: Staff Attorney

  
Dr. Nellie Cantu

Approved by: Chief Officer  
  
7/23/25

  
Dr. Jesus H. Chavez, Superintendent

# **PSJA ISD**

## **Agreement with**

### **Brownsville Independent School District**

This Agreement ("Agreement") is entered into by and between PSJA ISD (hereinafter PSJA ISD) and Brownsville Independent School District ("Participating District").

The purpose of the Agreement is to provide software services to Participating District in the area of Data Services ("Software"), subject to the following terms and conditions:

#### **1. Term of the Contract:**

This Agreement shall commence on August 1<sup>st</sup>, 2025 and terminate on August 31, 2026, unless earlier terminated by either party. Upon the expiration of the original term, this agreement may be renewed for a one (1) year period if, thirty (30) calendar days prior to the renewal date, both parties agree in writing to continue the relationship.

#### **2. Termination of the Contract:**

Either party may terminate this Agreement, without penalty, by providing written notice to the other party thirty (30) calendar days prior to the date of termination. In the event of termination by Participating District, PSJA ISD shall determine the direct and indirect costs incurred to the date of termination and the Participating District shall pay PSJA ISD that amount. PSJA ISD will present and justify all costs to the participating district. Termination of this Agreement shall not extinguish prior obligations or liabilities incurred.

#### **3. Scope of Work:**

PSJA ISD agrees to perform the following:

- Provide access to the Truancy and Dropout Prevention (TDP) software to Participating District via the internet hosted at District using its own infrastructure and/or it may engage third party vendors to host or provide elements thereof.
- Provide training for the fee stated herein through the PSJA ISD Data Services Department.
- Provide the following maintenance and support services:
  - Free, online, self-help portal;
  - Email support with 48-hour turnaround on weekdays only;
- Provider shall, at its discretion, modify, enhance, upgrade, or renew the Software. Participating District's login access and License for the Software shall be deemed to extend to any such modifications, enhancements, upgrades, or renewals.

#### **4. Responsibilities of Participating District:**

- When appropriate, the Participating District will load data into TDP.
- Provide a computer system that meets the minimum requirements in order for optimal function of the Software.

## 5. Consideration:

Participating District agrees to pay PSJA ISD an annual licensing fee per student, as shown below. This fee is due and payable on September 30<sup>th</sup> 2025.

Item Description	Unit	Unit Cost	Amount Due
TDP – Base cost	1	\$5,500	\$5,500
TDP – Licensing	36,420	\$3.00	\$109,260
TDP – Additional Support (Includes 20 hrs)	1 Hour	\$75	\$0
Training Days (Optional after year 1)	3	\$1,500	\$4,500
		Discount – 10%	(\$11,000)
		<b>Total Due:</b>	<b>\$108,000</b>

## 6. Grant of Limited License:

PSJA ISD grants Participating District a limited, non-exclusive, non-transferable License to access the Software with (a single) (any) computer or mobile device owned and controlled by Participating District.

## 7. Limitation of Liability:

PSJA ISD shall not be liable to the participating district for any direct or consequential losses or damages whatsoever sustained by the participating district, including, without limitation, damages for loss of profits, loss or corruption of data, damages to backup systems, damages to operating systems, damages to software, business interruption, any commercial damages or losses, or losses or damages to participating district's computer hardware, electronic equipment, or computer input and/or output peripheral devices resulting directly or indirectly from participating district's use or misuse of the software provided by PSJA ISD under this agreement. To the extent that this limitation of liability clause is unenforceable, PSJA ISD's liability to participating district shall never exceed the dollar amount paid by participating school district to PSJA ISD during the term of this agreement.

## 8. No Warranty:

All licensed software, services, login access, products, information, custom software, documentation, maintenance service, and other services and materials provided under this agreement are provided "as is" without any expressed or implied warranty of any kind, including warranties of merchantability, non-infringement of intellectual property or fitness for any particular purpose. PSJA ISD cannot and does not guarantee or warrant that participating district's or PSJA ISD's computers and servers will be free from viruses, worms, trojan horses or other code that contains contaminating or destructive properties. Provider shall have no liability for such viruses, worms, trojan horses or other code that contains contaminating or destructive properties.

## 9. Ownership Rights:

PSJA ISD warrants that it is the sole owner of the Software and has the legal right to grant the Participating District login access and the License to use the Software. Participating District acknowledges and agrees that it will not use the Software for purposes other than as expressed herein. Participating District agrees that it will not decompile,

reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Software, or infringe upon the patent, copyright, trademark, or intellectual property rights of PSJA ISD in the Software.

AUTHORIZATION	
PSJA ISD	Participating District
Dr. Alejandro Elias Superintendent of Schools	Superintendent or designee
Date:	Date:
Email:	Email:
Phone:	Phone:
	Contact Person:



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 09/03/2024

Item Title: MOU with PSJA ISD-OFSDP APP X Action  
Information  
Discussion

## **BACKGROUND:**

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## **FISCAL IMPLICATIONS:**

A total estimated fiscal implication not to exceed \$109,850 (a savings from the prior year of \$4,150) from Local Funds for the 2024-2025 school year is anticipated.

## **RECOMMENDATION:**

Recommend approval to enter into Memorandum of Understanding between PSJA ISD and the Brownsville Independent School District to provide professional products and services to BISD in the area of informational systems. A total estimated fiscal implication not to exceed \$109,850 from Local Funds for August 1, 2024 to August 31, 2025 school year is anticipated.

  
Randy Park

Submitted by: Principal/Program Director

Recommended by: Asst. Supt./CFO

Miguel Salinas 

Reviewed by: Staff Attorney

Dr. Nellie Cantu 

Approved by: Chief Operations Officer

8/14/24

Approved for Submission to Board of Education:

  
Dr. Jesus H. Chavez, Superintendent

# **PSJA ISD**

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**7. Limitation of Liability:**

PSJA ISD shall not be liable to the participating district for any direct or consequential losses or damages whatsoever sustained by the participating district, including, without limitation, damages for loss of profits, loss or corruption of data, damages to backup systems, damages to operating systems, damages to software, business interruption, any commercial damages or losses, or losses or damages to participating district's computer hardware, electronic equipment, or computer input and/or output peripheral devices resulting directly or indirectly from participating district's use or misuse of the software provided by PSJA ISD under this agreement. To the extent that this limitation of liability clause is unenforceable, PSJA ISD's liability to participating district shall never exceed the dollar amount paid by participating school district to PSJA ISD during the term of this agreement.


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AUTHORIZATION	
PSJA ISD	Participating District
Dr. Alejandro Elias Interim Superintendent of Schools	 Superintendent or designee
Date:	Date:
Email:	Email: jhchavez@bisd.us
Phone:	Phone: (956) 698-0014
	Contact Person:

## Roxanne Eckstein

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**From:** Ben Castillo <bcastillo@808West.com>  
**Sent:** Thursday, August 15, 2024 3:57 PM  
**To:** Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom; Priscilla Lozano  
**Cc:** Minerva Almanza; Miguel Salinas  
**Subject:** [EXTERNAL]Re: MOU with PSJA ISD - OFSDP APP

**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:

This agreement is good to go. I want to disclose that I represent PSJA ISD as well. I don't remember drafting this agreement, but I may have. I've represented that District for around 10 years.

Benjamin Castillo  
O'Hanlon, Demerath & Castillo  
Shareholder  
Cell: 956-373-1599  
Office: 512-494-9949  
www.808west.com

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Thursday, August 15, 2024 9:13 AM  
**To:** Ben Castillo <bcastillo@808West.com>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>  
**Subject:** MOU with PSJA ISD - OFSDP APP

Ms. Lozano,

Please see the attached MOU for your review and approval for the September 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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