



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 12/16/25

Item Title: MOU between Texas A&M RGV
Advanced Manufacturing Hub and the
Brownsville ISD X Action
Information
Discussion

BACKGROUND:

The Brownsville ISD, in collaboration with the Career & Technical Education (CTE) Department, is requesting approval to enter into a Memorandum of Understanding (MOU) with the Texas A&M RGV Advanced Manufacturing Hub administered by the Texas A&M Engineering Extension Service (TEEX) and the Texas A&M Engineering Experiment Station (TEES). Both entities agree to work cooperatively to provide training to Brownsville ISD staff, teachers and students under the Rio Grande Valley Advanced Manufacturing Initiative also known as TRAIN. The term of this agreement is from the time the agreement has been fully executed by both parties and will terminate August 31, 2027, unless thirty (30) days prior written notice of termination is given by either Party.

FISCAL IMPLICATIONS:

No cost to the district

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Texas A&M RGV Advanced Manufacturing Hub for the 2026-2027 school year ending on August 31, 2027.

Adrian Dorsett

Submitted by: Principal/Program Director

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

Miguel Salinas

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Chief Officer

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Brownsville Independent School District, ("District") whose address is 1900 East Price Road, Brownsville, Texas 78521, and the Texas A&M Engineering Extension Service ("TEEX"), a state agency and a member of The Texas A&M University System, whose address is 200 Technology Way, College Station, Texas 77845, (each of the foregoing is individually referred to as "Party" or collectively as "Parties") for the following effort:

- I. **STATEMENT OF WORK:** Both Parties agree to work cooperatively to establish and maintain an agreement where the parties come together to provide training to Brownsville Independent School District staff, teachers, and students under the Texas A&M RGV Advanced Manufacturing Hub (TRAIN), Career Exploration, and Cybersecurity programs.

II. **RESPONSIBILITIES:**

A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**

1. Provide The District access to the thirteen online FEMA cybersecurity courses for use as external assignments, supplemental curriculum, or credit recovery activities.
 - a. Courses qualify for college credit.
2. Assist individual teachers, if needed, to register students, develop lesson plans incorporating the courses, or discuss options for implementing the courses into curricular activities.
3. Ensure staff, teachers, and students have the necessary resources to implement the program with fidelity.
4. Provide technical assistance for these courses to students and/or teachers while they are taking the courses.
5. To the extent TEEX allows data sharing, providing student demographic and academic achievement information to the District for all participating students.
6. Provide training at no cost to the District through at least the end of the 2026-2027 school year.

B. **Brownsville Independent School District will:**

1. Collaborate for planning and implementation of courses at Brownsville Independent School District campuses designated to participate in the TEEX program.
2. Ensure Brownsville Independent School District staff, teachers, and students have the necessary resources to implement the program with fidelity.
3. To the extent the Brownsville Independent School District allows data sharing, providing student demographic data and academic achievement information to TEEX for all participating students.

- III. **TERMS OF AGREEMENT.** This MOU shall begin as of the date of the last signature and terminate August 31, 2027, unless terminated by either Party. No monetary payment is due under this MOU.

If this MOU is not signed by all Parties and returned to both Parties within sixty (60) days of the date of the first signature below, then this MOU will be null and void and of no further effect.

- IV. **GOVERNING LAW.** This MOU is to be construed in accordance with, and governed by, the laws of the State of Texas.

- V. **VENUE.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TEEX is to be in the county in which the principal office of TEEX's governing officer is located.
- VI. **AUTHORITY TO CONTRACT.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- VII. **EXPORT CONTROLS.** TEEX is subject to United States laws and regulations controlling the export of technical data, computer software, and other commodities, and its obligations under this MOU are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by District that District will not export data or commodities to certain countries without advance approval of that agency. TEEX neither represents that a license will not be required nor that, if required, it will be issued. District shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. If District discloses to TEEX any subject technology that is subject to export control, District shall alert TEEX in writing before disclosure, at which time TEEX shall advise District if TEEX desires to take receipt of the export-controlled materials.
- VIII. **EXPORT COMPLIANCE.** District certifies that none of its Representatives participating in the Training is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. However, District shall provide TEEX with names and citizenship information for all of District's Representatives participating in the Training for purposes of additional due diligence.
- IX. **NOTICES.** All notices required to be made pursuant to this MOU shall be made at the addresses set forth above.
- X. **INDEPENDENT CONTRACTOR.** TEEX is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Work provided to the District. TEEX employees are not employees of the District, and neither TEEX nor District's personnel will, by virtue of this MOU, be entitled or eligible to participate in any benefits or privileges given or extended by either Party to its employees.
- XI. **PUBLICITY.** Neither Party to this MOU may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other; however, TEEX may include the District's name, project title, and total MOU value in internal and external reports of awards received. Additionally, District acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU.
- XII. **TERMINATION.** Both Parties reserve the right to terminate this MOU for reasonable cause or if it is determined the objectives of this MOU cannot be accomplished. A Party wishing to terminate this MOU must notify the other Party in writing thirty (30) days in advance. Termination of this MOU for any reason, does not relieve either Party of the obligations incurred prior to the termination.
- XIII. **NON-ASSIGNMENT.** District shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TEEX.

- XIV. SAVINGS CLAUSE.** In the event that any provision of this MOU is held unenforceable for any reason, the remaining provisions of this MOU shall remain in full force and effect.
- XV. ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.
- XVI. FORCE MAJEURE.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- XVII. GENERAL PROVISIONS:**
- TEEX is an agency of the State of Texas and nothing in this MOU waives or relinquishes TEEX's right to claim any exemptions, privileges, or immunities as may be provided by law.
 - A Party's failure to enforce a provision of this MOU does not waive that that Party's ability to enforce such provision in any subsequent occurrence.
 - If District is a business entity, District warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of District has been duly authorized to act for and bind District.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS MOU.

Brownsville Independent School District:

By: _____

Name: _____

Title: _____

Date: _____

Texas A&M Engineering Extension Service:

By: Brian Stipe
 m12 Brian Stipe (Oct 1, 2025 11:52:58 CDT)

Name: Brian Stipe

Title: Assistant Chief Financial Officer

Date: 10/01/2025



Brownsville Independent School District

TAB # 24

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 01/23/24

Item Title: MOU between Texas A&M RGV
Advanced Manufacturing Hub and the
Brownsville Independent School
District

X Action
Information
Discussion

BACKGROUND:

The Brownsville ISD, in collaboration with the Career & Technical Education (CTE) Department, is requesting approval to enter into a Memorandum of Understanding (MOU) with the Texas A&M RGV Advanced Manufacturing Hub administered by the Texas A&M Engineering Extension Service (TEEX) and the Texas A&M Engineering Experiment Station (TEES). Both entities agree to work cooperatively to provide training to Brownsville ISD staff, teachers and students under the Rio Grande Valley Advanced Manufacturing Initiative also known as TRAIN. The term of this agreement is from the time the agreement has been fully executed by both parties and will terminate August 31, 2024, unless thirty (30) days prior written notice of termination is given by either Party.

FISCAL IMPLICATIONS:

No cost to the district.

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Texas A&M RGV Advanced Manufacturing Hub for the 2023-2024 school year ending on August 31, 2024, 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

Beatriz Hernandez/

Approved by: Deputy Supt/Chief Officer

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

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered into by and between Brownsville Independent School District ("Customer"), whose address is 1900 E. Price Road, Brownsville, Texas 78521, and the Texas A&M Engineering Extension Service ("TEEX"), whose address is 200 Technology Way, College Station, Texas 77845, and the Texas A&M Engineering Experiment Station ("TEES") whose address is 1111 RELLIS Parkway, Bryan, Texas 77807. (each of the forgoing is individually referred to as "Party" or collectively as "Parties") for the following effort:

I. **STATEMENT OF WORK:** The Parties agree to work cooperatively to provide training to Brownsville ISD staff, teachers and students under the Rio Grande Valley Advanced Manufacturing Initiative (also known as TRAIN).

II. **RESPONSIBILITIES:**

A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**

1. Provide access to the Customer to the thirteen online FEMA cybersecurity courses for use as external assignments, supplemental curricular or credit recovery activities. Courses qualify for college credit.
2. Provide assistance to individual teachers, if needed, to register students, develop lesson plans incorporating the courses, or discuss options for implementing the courses into curricular activities.
3. Provide OSHA and heavy equipment training to Brownsville ISD staff.
4. Ensure staff, teachers and students have the necessary resources to implement the program with fidelity.
5. Provide technical assistance for these courses to students and/or teachers while they are taking the courses.
6. To the extent TEEX allows data sharing, provide student demographic and academic achievement information to the Customer for all participating students.

B. **TEXAS A&M ENGINEERING EXPERIMENT STATION will:**

1. Provide access and training in applied engineering and manufacturing to supplement new or existing Engineering or Manufacturing Programs of Study.
2. Provide assistance to science teachers to develop lesson plans incorporating engineering practices into science classrooms.
3. Provide programming and robotics training for extra-curricular activities.
4. Ensure staff, teachers and students have the necessary resources to implement the program with fidelity.
5. Provide technical assistance for these courses to students and/or teachers while they are taking the courses.
6. To the extent TEES allows data sharing, provide student demographic and academic achievement information to the Customer for all participating students.

C. **Brownsville ISD will:**

1. Collaborate for planning and implementation of courses at Brownsville ISD campuses designated to participate in the TEEX and TEES programs.
2. Identify appropriate staff to participate in OSHA and heavy equipment training.

3. Ensure Brownsville ISD staff, teachers and students have the necessary resources to implement the program with fidelity.
4. To the extent the Brownsville ISD allows data sharing, provide student demographic data and academic achievement information to TEEX and TEES for all participating students.

III. TERMS OF AGREEMENT: This MOU shall begin as of the date of the last signature, and terminate August 31, 2025, unless terminated by either Party. No monetary payment is due under this MOU and each Parties activities under or pursuant to this Agreement are subject to the availability of funds.

If this MOU is not signed by all Parties and returned to both Parties within sixty (60) days of date of the first signature below, then this MOU will be null and void and of no further effect.

IV. GOVERNING LAW: The terms and conditions of this MOU and performance hereunder shall be construed in accordance with the laws of the State of Texas.

V. EXPORT CONTROLS: TEEX and TEES are subject to United States laws and regulations controlling the export of technical data, computer software, and other commodities, and its obligations under this MOU are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by Customer that Customer will not export data or commodities to certain countries without advance approval of that agency. Neither TEEX or TEES represent that a license will not be required nor that, if required, it will be issued. Customer shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. If Customer discloses to TEEX or TEES any subject technology that is subject to export control, Customer shall alert TEEX or TEES in writing before disclosure, at which time TEEX or TEES shall advise Customer if TEEX or TEES desires to take receipt of the export-controlled materials.

VI. EXPORT COMPLIANCE:

Customer certifies that none of its Representatives participating in the training is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. However, Customer shall provide TEEX and TEES with names and citizenship information for all of Customer's Representatives participating in the execution of this agreement for purposes of additional due diligence.

VII. NOTICES: All notices required to be made pursuant to this MOU shall be made at the addresses set forth above.

VIII. INDEPENDENT CONTRACTOR: TEEX and TEES are independent contractors and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Work provided to the Customer. TEEX and TEES employees are not employees of the Customer, and neither TEEX and TEES nor Customer's personnel will, by virtue of this MOU, be entitled or eligible to participate in any benefits or privileges given or extended by either Party to its employees.

IX. PUBLICITY: None of the Parties to this MOU may use the name of another Party in news releases, publicity, advertising, or product promotion without the prior written consent of the other; however, TEEX and TEES may include the Customer's name, project title, and total MOU value in internal and external reports of awards received. Additionally, Customer acknowledges that TEEX and TEES are obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU.

- X. **TERMINATION:** The Parties reserve the right to terminate this MOU for reasonable cause or if it is determined the objectives of this MOU cannot be accomplished. A Party wishing to terminate this MOU must notify the other Parties in writing thirty (30) days in advance. Termination of this MOU for any reason, does not relieve any Party of the obligations incurred prior to the termination.
- XI. **SAVINGS CLAUSE:** In the event that any provision of this MOU is held unenforceable for any reason, the remaining provisions of this MOU shall remain in full force and effect.
- XII. **AMENDMENTS:** No amendment to this MOU shall be valid unless it is made in a writing signed by the authorized representatives of both Parties.
- XIII. **FORCE MAJEURE:** If a Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this agreement and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either Party to proceed with or continue the performance of the Services or any part thereof, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this MOU, provided however, that in no event shall such time extend for period of more than thirty (30) days.
- XIV. **INTELLECTUAL PROPERTY:** Copyright ownership of all models and materials ("work of authorship") first created solely by TEEX or by TEES under this MOU (whether created in the performance of this MOU or pre-existing) shall exclusively vest with the creator of the intellectual property. No rights are granted under such copyrights except as may be described in this MOU or stated in any materials delivered as part of this MOU.
- XV. **GENERAL PROVISIONS:**
- a. TEEX and TEES are agencies of the State of Texas and members of the Texas A&M University System and nothing in this MOU waives or relinquishes TEEX's or TEES' right to claim any exemptions, privileges, or immunities as may be provided by law.
 - b. A Party's failure to enforce a provision of this MOU does not waive that that Party's ability to enforce such provision in any subsequent occurrence.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS MOU.

Brownsville Independent School District (BISD):

Texas A&M Engineering Extension Service (TEEX):

By:

By: 

Name: Dr. Jesus Chavez

Name: Tracy Foster

Title: Interim Superintendent

Title: Deputy Agency Director/CFO

Date:

Date: 2/1/2024

Texas A&M Engineering Experiment Station (TEES):

By: 

Name: Joseph N. Dunn

Title: Chief Financial Officer

Date: 2/22/2024