



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/05/25

Item Title: Texas A&M AgriLife Extension Service X Action
And Brownsville Independent School Information
District MOA Discussion

BACKGROUND:

Texas A&M AgriLife Extension Service is a statewide educational outreach agency dedicated to improving the lives of individuals, families, and communities through practical, research-based education. The Extension Service partners with school districts to deliver hands-on programs in agriculture, nutrition, science, and youth development. Its wide range of initiatives includes, but is not limited to: Financial Literacy, Family and Community Health, Healthy South Texas, Horticulture, Better Living for Texans, 4-H, Food Handler Certification, and gardening programs.

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend approval of a Memorandum of Agreement between the Brownsville Independent School District and Texas A&M AgriLife Extension Service to provide hands-on programs in agriculture, nutrition, science, and youth development on BISD school campuses beginning August 2025 through June 2026 unless terminated earlier as provided in the agreement. No cost to the District.

Micaela Escobar
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

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

Dr Linda Gallegos
Reviewed by: Staff Attorney

Beatriz Hernandez
Dr Linda Gallegos

Approved by: Chief Officers

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

When Necessary, Additional Background May Follow This.

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Tuesday, July 8, 2025 2:54 PM
To: Roxanne Eckstein
Cc: Miguel Salinas; Minerva Almanza; Lea Ohrstrom
Subject: Re: Memorandum of Agreement Between BISD and Texas A&M Agrillife Extension Service

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,

Approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Monday, July 7, 2025 5:23 PM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>
Subject: RE: Memorandum of Agreement Between BISD and Texas A&M Agrillife Extension Service

Ms. Lozano,

Please see the attached with your proposed changes for your final approval.

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

Sincerely,

Roxy Eckstein



AN EARLY COLLEGE DISTRICT
BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT

Roxanne Eckstein
Paralegal
Staff Attorney Office

1900 E. Price Rd. Suite 302 • Brownsville, Texas 78521
Office: (956) 698-6379 • Fax: (956) 714-6400
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Roxanne Eckstein | Paralegal to Miguel Salinas | Office of the Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400

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From: Priscilla Lozano <plozano@808West.com>

Sent: Wednesday, July 2, 2025 2:55 PM

To: Roxanne Eckstein <reckstein@bisd.us>

Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>

Subject: Re: Memorandum of Agreement Between BISD and Texas A&M Agrilife Extension Service

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Good Afternoon,

On the attached I have included requested edits in the comment boxes.

Thanks,
Priscilla

ODC
O'HANLON, DEMERATH & CASTILLO
Attorneys and Counselors at Law

Priscilla A. Lozano

Partner
808 West Ave
Austin, Texas 78701
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From: Roxanne Eckstein <reckstein@bisd.us>

Sent: Thursday, June 26, 2025 4:25 PM

To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>

Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>

Subject: Memorandum of Agreement Between BISD and Texas A&M Agrillife Extension Service

Ms. Lozano,

Please see the attached for your review and approval.

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

Sincerely,

Roxy Eckstein



AN EARLY COLLEGE DISTRICT
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INDEPENDENT SCHOOL DISTRICT

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**Memorandum of
Agreement By and
between
Texas A&M AgriLife Extension Service
And
Brownsville Independent School District**

This Memorandum of Agreement ("Agreement") is entered into this on the date of last signature below ("Effective Date"), by and between Texas A&M AgriLife Extension Service ("AgriLife"), an agency of the State of Texas and a Member of The Texas A&M University System, and Brownsville Independent School District ("ISD"). AgriLife and ISD may be referred to herein collectively as "Parties" and singularly as "Party".

AgriLife focuses on improving the lives of people, businesses and communities through practical, how-to education and has created many programs, including Financial Literacy, Family and Community Health, Healthy South Texas programs, Horticulture, Better Living for Texans, 4-H, Food Handler Certification, and gardening programs ("Programs"). Programs were created to provide expertise and strategies which support the ISD's current efforts to assist students and parents/guardians in planning for and accessing a college certificate or other degree program ("Project").

ISD desires to collaborate with AgriLife on the Projects as further described herein.

SCOPE. As part of the Project, to partner with BISD to enhance the educational opportunities, health and wellness programming, and community engagement through coordinated efforts with Cameron County AgriLife Extension faculty and volunteers.

TERM. This Agreement begins on the Effective Date and shall remain in effect until June 30, 2026 unless terminated earlier as provided herein. The Parties may decide, in writing, to extend the term. Either Party may terminate this Agreement at any time, without cause, by providing at least 30 days' written notice to the other Party.

SUBCONTRACTORS. ISO understands and agrees that AgriLife will work on the Project with other third-party subcontractors ("Subcontractors"), including but not limited to Texas Higher Education Coordinating Board, Texas A&M University, and that the Subcontractors will have access to the results of the Project.

RESPONSIBILITIES. The responsibilities of each Party in relation to the Project are identified below.

AgriLife will:

- Provide educational programs and activities as requested and mutually agreed upon by BSD campuses and AgriLife staff.
- Coordinate Master Gardener and 4-H volunteer support for youth gardens, classroom enrichment, and community outreach.
- Deliver Family & Community Health programs including nutrition, food safety, and wellness.
- Maintain communication with designated BSD liaisons to align programming with campus and district needs.
- Ensure all AgriLife personnel and volunteers complete background checks per district policy before direct student interaction

Brownsville ISD will:

- Designate a campus liaison for each participating school to coordinate with AgriLife staff.
- Provide access to facilities, students, and resources needed to carry out programming.
- Promote participation in AgriLife-supported activities among faculty, students, and parents.
- Assist in obtaining parental permissions for student involvement where required.
- Share data (as appropriate under FERPA) necessary for program evaluation and impact reporting.

FERPA. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) ISD hereby designates AgriLife as a school official with a legitimate educational interest in the Student Data of the students enrolled in the Project at ISD covered by this Agreement. To the extent that the Project requires access to such Student Data to carry out the purposes of the Project, ISD agrees to provide said records. AgriLife agrees to maintain strict confidentiality of the Student Data in accordance with the provisions of FERPA. ISD understands and agrees that any Subcontractors retained by AgriLife for the Project and having access to the Student Data and Database will be included in the designation of school official and that AgriLife will require subcontractors to maintain strict confidentiality of Student Data in accordance with FERPA.

DATABASE & DATA SHARING. The Parties agree that any student data received

may be used only for the Project and related research and shall be handled in accordance with all applicable laws, including, without limitation, FERPA, and applicable institutional review board guidelines. ISD understands and agrees that AgriLife will work with Subcontractors who will have access to the any student data and results of the Project.

INDEMNIFICATION. To the extent allowed by law, ISO shall indemnify, defend and hold harmless AgriLife, The Texas A&M University System, its regents, officers and employees and affiliates against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorney's fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage or other liability arises in whole or in part from the negligence of AgriLife.

WARRANTY. AGRILIFE makes no warranties, express or implied, as to any matter, including, without limitation, warranties as to the conduct, completion, success or particular results of the Project, or the condition, ownership, merchantability, or fitness for a particular purpose of the Project curricula or events or that the use of the curricula or events will not infringe any intellectual property right of a third party. AGRILIFE shall not be liable for any direct, indirect, consequential, punitive or other damage suffered by ISD or any other person resulting from the Project or the use of any Project curricula or events.

FUNDING. The Parties specifically acknowledge that this Agreement is not an obligation of funds. Each Party will be responsible for any and all costs and/or expenses incurred by that respective Party relating to this Agreement. Absent a separate written agreement, there will be no exchange of funds between the Parties.

NOTICE. Any notice required to be given in connection with this Agreement shall be in writing and shall be deemed effective if hand delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day delivery, addressed to the respective Party at its address provided below. If sent by U.S. certified mail in accordance with this Section, such notices shall be deemed given and received on the earlier of (a) actual receipt at the address of the named addressee, or (b) on the third business day after deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the address of the named addressee.

Texas A&M AgriLife Extension	Brownsville Independent School
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Service 600 John Kimbrough Boulevard, Ste 509 College Station, TX 77843 Attn: Donna Alexander Telephone: 979-845-7879 Email: Contracts@ag.tamu.edu	District 1900 East Price Road Brownsville, Texas 78521 Attn: Dr. Jesus H. Chavez Telephone: 956-698-2159 Email: jhchavez@bisd.us
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FORCE MAJEURE. If either Party fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its reasonable control, 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 Agreement.

WORK PRODUCT. All information and data generated under this Agreement or as a result of the Project, including observational data, information, programs, analysis, and results of the Project efforts, shall be the property of AgriLife, and AgriLife may use, copy, make, reproduce, or publish them without restriction and to have and permit others to do the same.

GOVERNING LAW. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Venue for any claim arising out of or relating to this Agreement and all of the transactions it contemplates is as provided by Texas law.

SEVERABILITY. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

AMENDMENT AND MODIFICATION. This Agreement may be modified or amended by mutual written agreement signed by an authorized representative of each Party. Such modification or amendment shall enter into force on such date as may be mutually agreed upon by the Parties and shall form a part of this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties as to the Project and supersedes all other written and oral agreements between the Parties as to those matters. The Parties may execute other contracts, but those will not change or alter this Agreement unless expressly stated in writing.

WAIVER. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.

ASSIGNMENT. This Agreement may not be assigned in whole or in part by either Party without prior written consent of the other Party. Any attempt to do so shall be void.

INDEPENDENT CONTRACTOR. For the purposes of this Agreement and all responsibilities to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

PUBLIC INFORMATION ACT. ISD acknowledges that AgriLife 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 Agreement, as well as any other disclosure of information required by applicable Texas law.

AGENCY. AgriLife is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of AgriLife to claim any exemptions, privileges and immunities as may be provided by law.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, including facsimile or scanned/mailed PDF documents. Each such counterpart, facsimile, or scanned/mailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed Agreement.

The parties have caused this Agreement to be executed by their duly authorized representative.

**Texas A&M AgriLife Extension
Service**

DocuSigned by:
Donna Alexander
By: _____
Donna Alexander
Asst. Director, Agency & CFO

**Brownsville Independent School
District**

By: _____
Dr. Jesus H. Chavez
Superintendent of Schools

Service Date: June 11, 2025 | 8:28 AM PDT

Service Date: _____