



# Brownsville Independent School District

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

Item Title: Texas A&M ADVISE Texas and  
Brownsville Independent School  
District X Action  
Information  
Discussion

## **BACKGROUND:**

The Texas A&M University Advise TX College Advising Corps places recent college graduates as college advisors in high schools statewide in collaboration with the Texas Higher Education Coordinating Board. Advisors will provide admissions and financial aid information to students and families through one to one and group sessions, help students complete their admissions and financial aid applications, and assist students enroll successfully at the college or university students choose. The ADVISE TX program's three main goals are to increase the college-going rate at partner high schools, expand the range of colleges and universities to which students apply and enroll, and assist campuses to foster a college going culture. This MOU provides one ADVISE TX advisor at each of the ECHS BISD schools Beginning with the 2025-2026 school year, a district Lead Advisor will provide college admission planning and support to the Brownsville ECHS and Lincoln Park High School campuses and will provide other campus support and projects as agreed by Texas A&M and BISD.

## **FISCAL IMPLICATIONS:**

\$15,000 per advisor paid from categorical/local funds. The total cost is \$105,000.

## **RECOMMENDATION:**

Recommend approval to renew the Memorandum of Understanding between Texas A&M University and Brownsville ISD to implement the Advise TX College Advising Corps at all BISD high school and ECHS campuses with the addition of a district advisor for 2025-2026 school year. The total cost to the district is \$105,000.

Sara M. Garza   
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. Jesus H. Chavez, Superintendent

Beatriz Hernandez   
Approved by: Chief Officer

When Necessary, Additional Background May Follow This.

**Texas A&M Chapter of Advise TX Memorandum of Understanding**  
**among**  
**Texas Higher Education Coordinating Board, Texas A&M University, and Brownsville Independent School District**

**Parties**

This is a Memorandum of Understanding ("MOU") among the Texas Higher Education Coordinating Board ("THECB"), Texas A&M University ("University"), and Brownsville Independent School District (hereafter referred to as "Brownsville ISD" and/or the "high school") relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as "The Advise TX program", "Advise TX", or as "the project").

THECB is understood, for the purposes of requesting information necessary for the implementation of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include Texas A&M University, the College Advising Corps ("CAC"), and CAC's contracted evaluation team).

Brownsville ISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

Pace Early College High School, Porter Early College High School, Rivera Early College High School, Lopez Early College High School, Hanna Early College High School, and Veterans Memorial Early College High School  
District Lead Advisor to support campuses and projects as mutually agreed by BISD and TAMU AT Lincoln Park and Brownsville Early College High School

Collectively hereinafter the parties to this MOU will be referred to as "Parties" or, individually, as "Party."

**Statement of Purpose and Services to be Performed**

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at Texas A&M University. Advise TX is a program administered by the THECB which implements the CAC program model of placing recent college graduates as full-time "near-peer" advisers in targeted Texas high schools ("Advisers"). Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds to Texas A&M University for the 2025-2026 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in Brownsville ISD. The Texas A&M University Office of Admissions serves as the University representative office for this program

Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that 1) help students identify colleges; 2) complete their admissions and financial aid applications; and 3) with the enrollment process at the college or university of student's choice. The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college enrollment rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers with fostering a culture where students pursue higher education.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the Brownsville ISD high schools identified herein.

THECB, the University, the Brownsville ISD, and each participating high school in the Brownsville ISD agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to post-secondary education and (b) include all students who wish to participate and who work in good faith to do so.

2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.
3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which Brownsville ISD will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by Brownsville ISD which contains Personally Identifiable Information ("PII"), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g (such PII is herein referred to as "FERPA Data"). Brownsville ISD's disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 ("the Audit and Evaluation exception") and (2) the Advisers performing an institutional service or function for which the Brownsville ISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) ("the School Officials Exception").

**The University agrees to the following terms during the project:**

1. Identify, recruit, and appoint one Adviser to serve each of the Brownsville ISD high schools identified herein for an average of 40 hours per week for the period of August 11, 2025 – June 15, 2026.
2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
4. Employ an Advise TX Program Director who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the Brownsville ISD and/or the high school to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the collaboration and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year. In the event that services must be performed remotely, due to school closure, and/or health and safety concerns, a schedule will be established between the on-site liaison, Advise TX Program Director, and Adviser to assist high school students virtually.
5. Remain open to address any issues or concerns that may arise.
6. Share relevant data and research with the Brownsville ISD and the high school, as the Brownsville ISD and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB and CAC, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
7. Manage the administration and pay the full salary and benefits of the Adviser.
8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
9. Work in good faith to identify funding opportunities that will sustain the collaboration between the University, the Brownsville ISD and the high school beyond the current term.
10. Keep any and all student-level data provided by the Brownsville ISD and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU
11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.

12. Advise TX will adhere to all local, state, and federal orders, and Brownsville ISD safety guidelines related to the COVID-19 pandemic and must wear personal protective face coverings, wash their hands often for 20 seconds or more (or use hand sanitizer with 60-95% alcohol content), and practice social distancing per CDC guidelines.

**The Brownsville ISD and/or high school agrees to the following terms during the project:**

1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Director in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).
3. Designate within each high school a Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 11, 2025 and ending June 15, 2026; (e) engage in frequent dialogue with Advise TX Program Director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Director, meeting at least twice a year to review the partnership and ensure that its goals are being met.
4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
5. Allow the Adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with log-in access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

**Purpose and Description of Program Evaluation to be Conducted**

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, CAC's contracted evaluation team). The results of the

evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:

- comprehensive compilation and analysis of direct outcomes for the Advise TX program
  - comparative analysis of college-going rates between control schools and program-participating schools
  - assessment of increased scholarship dollars for universities and students
  - analysis and assessment of college preparation activities undertaken by high school students
  - identification of success factors that contribute to increased college-going rates and improved school morale
  - examination of the relationship between student grades, class schedules, and college enrollment
  - a qualitative and quantitative study of student awareness regarding higher education
2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the Brownsville ISD and/or high school and disclosed to THECB as further described in the “FERPA Compliance” provision within this MOU.

### **FERPA Authorized Representatives and Adviser Serving as School Official**

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The Brownsville ISD and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., CAC and CAC’s contracted evaluation team), as its authorized representatives under FERPA.
3. THECB, as an authorized representative of Brownsville ISD, shall have access to the student education records of Brownsville ISD pursuant to the policies and restrictions identified in the “FERPA Compliance” provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser’s role as a school official for the Brownsville ISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

### **FERPA Compliance**

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by Brownsville ISD to THECB or the Adviser pursuant to this MOU:
  - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the CAC, Texas A&M University College Advising Corps’ umbrella organization.
  - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program’s success.
  - By disclosing PII from education records to THECB or the Adviser, Brownsville ISD in no way assigns ownership of this data to an authorized representative or the Adviser.
  - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers

conducting their project work, and/or for effectuating necessary services related to the performance of the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than Brownsville ISD and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.

- For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate. THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.
- THECB shall promptly notify Brownsville ISD of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.

2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

### **Term of MOU**

This MOU begins July 1, 2025, and shall terminate on July 31, 2026.

### **Legal Compliance and Right to Audit**

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

### **Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

### **Applicable Law**

This MOU shall be governed by the laws of the State of Texas.

### **Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

### **Trademark**

The Parties certify and acknowledge that the Advise TX® and the Advise TX College Advising Corps® word marks and logos are the trademarks or registered trademarks of THECB. The University and Brownsville ISD are responsible for including the trademark registration notice (®) on the trademarks.

#### **Amendments**

This MOU may be modified only by written amendment executed by the Parties hereto.

#### **Termination or option to individually opt out of program participation**

THECB and/or the University may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fail to comply fully with any term or condition of this MOU, through no material fault of THECB and/or the university. THECB and/or the university may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that THECB and/or the university is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

**AGREEMENT  
BETWEEN  
TEXAS A&M UNIVERSITY  
AND  
Brownsville Independent School District**

This AGREEMENT is entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, ("Texas A&M"), and Brownsville Independent School District ("Brownsville ISD"), individually referred to as "Party" or collectively referred to as "Parties",

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to Texas A&M and to Brownsville ISD, and will further the public outreach service and research objectives of Texas A&M in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

1. **STATEMENT OF WORK.** Texas A&M agrees to use its best efforts to coordinate support for Brownsville ISD to achieve the main goals of the Advise TX program to enhance the college going culture and to increase the number of students who are pursuing higher education. A detailed summary of the Advise TX college adviser job description is outlined in the statement of purpose and services to be performed paragraph of the Texas A&M Chapter of Advise TX Memorandum of Understanding ("MOU") which is incorporated herein by this reference.
2. **PROJECT DIRECTOR.** The tasks will be supervised by the Office of Undergraduate Strategic Partnerships, Texas A&M.
3. **PERIOD OF PERFORMANCE.** The program shall be conducted during the 2025 – 2026 Texas A&M academic years. [August 11, 2025-June 15, 2026.]
4. **PRICE AND PAYMENT.** As compensation for performance under this AGREEMENT, Brownsville ISD agrees to award Texas A&M Fifteen Thousand Dollars (\$15,000) per adviser per school to employ and train the adviser or provide supplies for the program. Payments shall be made by Brownsville ISD in the following manner: payment shall be made within thirty (30) days of the beginning of the Period of Performance. Expenses incurred within the sixty (60) day period prior to the Period of Performance are allowed if they are directly related to the program costs.

Texas A&M shall contact the following address and/or person for financial inquiries:

ISD Name:	Brownsville Independent School District
ISD Address:	1900 Price Road Brownsville, TX 78521
Telephone:	(956) 548-0825
Facsimile:	(956) 548-8448
Attn:	Dr. Jesus H. Chavez Superintendent

5. **DELIVERABLES.** The following deliverables are required under this AGREEMENT:

Texas A&M agrees to provide reports to Brownsville ISD in accordance with the College Advising Corps manual and MOU.



6. NOTICES. Any notice required or permitted under this AGREEMENT must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Brownsville ISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M: Texas A&M University  
Undergraduate Strategic Partnerships  
MS 1270 TAMU  
College Station, TX 77843-1270  
Attn: Kenneth Johnson  
Director of Undergraduate Strategic Partnerships  
[kjohnson1980@tamu.edu](mailto:kjohnson1980@tamu.edu)  
Telephone: (979) 458-7019

Brownsville ISD: Brownsville Independent School District  
1900 Price Road  
Brownsville, TX 78521  
Attn: Dr. Jesus H. Chavez  
Superintendent  
Telephone: (956) 548-0825  
Facsimile: (956) 548-8448

7. EXPORT ADMINISTRATION. It is understood that Texas A&M is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both Texas A&M and Brownsville ISD hereby agree and warrant that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of the United States Government.

8. INDEPENDENT CONTRACTOR. For the purposes of this AGREEMENT and all services 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 statement, 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.

9. SEVERABILITY. If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

10. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Brownsville ISD to attempt to resolve any claim for breach of contract made by Brownsville ISD that cannot be resolved in the ordinary course of business. Brownsville ISD shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Brownsville ISD's claim and any counterclaim and negotiate with Brownsville ISD in an effort to resolve the claim.

11. TERMINATION. Either party may terminate this AGREEMENT and terminate all of its obligations pursuant to this AGREEMENT 1) if the other party fails to perform, keep and observe any terms or conditions required by this AGREEMENT to be performed and fails to cure such default in accordance with Section 16 below or 2) for convenience with thirty (30) days written notice to the other party in accordance with Section 10. In the event of termination for convenience, Texas A&M will be reimbursed for all costs and commitments incurred by Texas A&M prior to the date of termination.

12. NOTICE OF DEFAULT. In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Section 10 of this AGREEMENT, to correct such default. If the default continues for thirty (30) calendar days after receipt of such notice, the non-defaulting party may terminate this AGREEMENT by written notice to the defaulting party sent pursuant to Section 10 of this AGREEMENT.

13. FORCE MAJEURE. Neither Party will be in breach of its obligations under this AGREEMENT (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

14. GOVERNING LAW. This AGREEMENT is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. Pursuant to §85.18, *Texas Education Code*, mandatory venue is in Brazos County for all legal proceedings against Texas A&M pertaining to this AGREEMENT.

15. NON-WAIVER. Brownsville ISD expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

16. CONFLICT OF INTEREST. By executing and/or accepting this Agreement, Brownsville ISD and each person signing on behalf of Brownsville ISD certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

17. MISCELLANEOUS. This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

ACCEPTED AND AGREED:

Brownsville ISD

TEXAS A&M UNIVERSITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Dr. Jesus H. Chavez  
BISD Superintendent

Kenneth Johnson  
Director of Undergraduate Strategic  
Partnerships



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 08/01/2023

Item Title: Texas A&M ADVISE Texas and  
Brownsville Independent School  
District

X Action  
Information  
Discussion

## **BACKGROUND:**

The Texas A&M University Advise TX College Advising Corps places recent college graduates as college advisors in high schools statewide in collaboration with the Texas Higher Education Coordinating Board. Advisors will provide admissions and financial aid information to students and families through one to one and group sessions, help students complete their admissions and financial aid applications, and assist students enroll successfully at the college or university students choose. The ADVISE TX program's three main goals are to increase the college-going rate at partner high schools, expand the range of colleges and universities to which students apply and enroll, and assist campuses to foster a college going culture. This MOU provides one ADVISE TX advisor at each of the BISD schools (Hanna ECHS, Porter ECHS, Pace ECHS, Rivera ECHS, Lopez ECHS and Veterans Memorial ECHS).

## **FISCAL IMPLICATIONS:**

\$12,500 per campus from categorical/local funds.

## **RECOMMENDATION:**

Recommend approval to renew the Memorandum of Understanding between Texas A&M University and Brownsville ISD to implement the Advise TX College Advising Corps at Hanna ECHS, Porter ECHS, Pace ECHS, Rivera ECHS, Lopez ECHS and Veterans Memorial ECHS for the 2023-2024 and 2024-2025 school years subject to funding. Each ECHS will pay \$12,500 from campus categorical or local funds each year not to exceed \$75,000.00 per school year.

Sara M. Garza

Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Chief Financial Officer

Miguel Salinas

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Chief Academic Officer

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

## Isela Vieyra

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Monday, June 26, 2023 12:24 PM  
**To:** Isela Vieyra  
**Cc:** Miguel Salinas; Lea Ohrstrom; Minerva Almanza; Patricia Perez  
**Subject:** Re: Texas A&M ADVISEA Texas and BISD

**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.

Approved as to form.

Sincerely,  
Priscilla

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**From:** Isela Vieyra <jivieyra@bisd.us>  
**Sent:** Monday, June 26, 2023 11:56 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>; Patricia Perez <pperez@bisd.us>  
**Subject:** Texas A&M ADVISEA Texas and BISD

Good morning Ms. Lozano,

Attached you will find the above-mentioned for your review and approval.

Respectfully,

**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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The Brownsville Independent School District does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

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**Sent:** Monday, June 26, 2023 11:56 AM  
**To:** Priscilla Lozano  
**Cc:** Miguel Salinas; Kevin O'Hanlon; Lea Ohrstrom; Minerva Almanza; Patricia Perez  
**Subject:** Texas A&M ADVISEA Texas and BISD  
**Attachments:** Texas A&M ADVISEA Texas and BISD.pdf

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Attached you will find the above-mentioned for your review and approval.

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# Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

**Dr. René Gutiérrez**  
*Superintendent*

**Miguel Salinas**  
*Staff Attorney*

TO: Sara Garza  
FROM: Miguel Salinas  
DATE: July 13, 2023

Re: Agreement; Texas A & M and BISD

Dear Ms. Garza:

I have reviewed the above-referenced agreement and have the following comment:

Section 14 states the agreement will be adjudicated in Brazos County. I recommend a venue in Brownsville, Cameron County, Texas.

Thank you.

**BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.**

**BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.**

**AGREEMENT  
BETWEEN  
TEXAS A&M UNIVERSITY  
AND  
Brownsville Independent School District**

This AGREEMENT is entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, ("Texas A&M"), and Brownsville Independent School District ("Brownsville ISD"), individually referred to as "Party" or collectively referred to as "Parties",

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to Texas A&M and to Brownsville ISD, and will further the public outreach service and research objectives of Texas A&M in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

1. **STATEMENT OF WORK.** Texas A&M agrees to use its best efforts to coordinate support for Brownsville ISD to achieve the main goals of the Advise TX program to enhance the college going culture and to increase the number of students who are pursuing higher education. A detailed summary of the Advise TX college adviser job description is outlined in the statement of purpose and services to be performed paragraph of the Texas A&M Chapter of Advise TX Memorandum of Understanding ("MOU") which is incorporated herein by this reference.
2. **PROJECT DIRECTOR.** The tasks will be supervised by the Office of Admissions, Texas A&M.
3. **PERIOD OF PERFORMANCE.** The program shall be conducted during the 2023 – 2025 Texas A&M academic years. [August 16, 2023-June 15, 2025.]
4. **PRICE AND PAYMENT.** As compensation for performance under this AGREEMENT, Brownsville ISD agrees to award Texas A&M Twelve Thousand Five Hundred Dollars (\$12,500.00) per adviser to employ and train the adviser or provide supplies for the program. Payments shall be made by Brownsville ISD in the following manner: payment shall be made within thirty (30) days of the beginning of the Period of Performance. Expenses incurred within the sixty (60) day period prior to the Period of Performance are allowed if they are directly related to the program costs.

Texas A&M shall contact the following address and/or person for financial inquiries:

ISD Name:	Brownsville Independent School District
ISD Address:	1900 Price Road Brownsville, TX 78521
Telephone:	(956) 548-0825
Facsimile:	(956) 548-8448
Attn:	Dr. René Gutiérrez Superintendent

5. **DELIVERABLES.** The following deliverables are required under this AGREEMENT:

Texas A&M agrees to provide reports to Brownsville ISD in accordance with the College Advising Corps manual and MOU.



6. NOTICES. Any notice required or permitted under this AGREEMENT must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Brownsville ISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M: Texas A&M University  
Undergraduate Strategic Partnerships  
MS 1270 TAMU  
College Station, TX 77843-1270  
Attn: Kenneth Johnson  
Director of Undergraduate Strategic Partnerships  
[kjohnson1980@tamu.edu](mailto:kjohnson1980@tamu.edu)  
Telephone: (979) 458-7019

Brownsville ISD: Brownsville Independent School District  
1900 Price Road  
Brownsville, TX 78521  
Attn: Dr. René Gutiérrez  
Superintendent  
Telephone: (956) 548-0825  
Facsimile: (956) 548-8448

7. EXPORT ADMINISTRATION. It is understood that Texas A&M is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both Texas A&M and Brownsville ISD hereby agree and warrant that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of the United States Government.

8. INDEPENDENT CONTRACTOR. For the purposes of this AGREEMENT and all services 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 statement, 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.

9. SEVERABILITY. If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

10. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Brownsville ISD to attempt to resolve any claim for breach of contract made by Brownsville ISD that cannot be resolved in the ordinary course of business. Brownsville ISD shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Brownsville ISD's claim and any counterclaim and negotiate with Brownsville ISD in an effort to resolve the claim.

11. TERMINATION. Either party may terminate this AGREEMENT and terminate all of its obligations pursuant to this AGREEMENT 1) if the other party fails to perform, keep and observe any terms or conditions required by this AGREEMENT to be performed and fails to cure such default in accordance with Section 16 below or 2) for convenience with thirty (30) days written notice to the other party in accordance with Section 10. In the event of termination for convenience, Texas A&M will be reimbursed for all costs and commitments incurred by Texas A&M prior to the date of termination.

12. NOTICE OF DEFAULT. In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Section 10 of this AGREEMENT, to correct such default. If the default continues for thirty (30) calendar days after receipt of such notice, the non-defaulting party may terminate this AGREEMENT by written notice to the defaulting party sent pursuant to Section 10 of this AGREEMENT.

13. FORCE MAJEURE. Neither Party will be in breach of its obligations under this AGREEMENT (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

14. GOVERNING LAW. This AGREEMENT is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. Pursuant to §85.18, *Texas Education Code*, mandatory venue is in Brazos County for all legal proceedings against Texas A&M pertaining to this AGREEMENT.

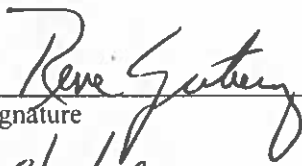
15. NON-WAIVER. Brownsville ISD expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

16. CONFLICT OF INTEREST. By executing and/or accepting this Agreement, Brownsville ISD and each person signing on behalf of Brownsville ISD certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

17. MISCELLANEOUS. This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.


ACCEPTED AND AGREED:

Brownsville ISD

  
\_\_\_\_\_  
Signature  
8/2/23  
Date

Dr. René Gutiérrez  
BISD Superintendent

TEXAS A&M UNIVERSITY

  
\_\_\_\_\_  
Signature  
05/31/2023  
Date

Kenneth Johnson  
Director of Undergraduate Strategic  
Partnerships