



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 02/04/25

Item Title: Memorandum of Understanding (MOU) X Action
Between Texas Southmost College Information
and Brownsville ISD Discussion

BACKGROUND: The Career and Technical Education (CTE) Department is requesting approval to enter into a Memorandum of Understanding (MOU) with Texas Southmost College (TSC), to offer a Pre-Apprenticeship Banking Program opportunity for BISD high school seniors. Texas Southmost College is offering an innovative Pre-Apprenticeship Banking Program. Students will have the opportunity to shadow banking professionals, learn about banking operations and career opportunities, receive professional mentorship, and gain valuable insights into customer service, financial services, and teamwork.

FISCAL IMPLICATIONS: Function 11: CTE Categorical Budget Funds: \$1,000.00

RECOMMENDATION: Recommend approval to enter into a MOU between BISD CTE Department and Texas Southmost College (TSC), for the 2025 spring semester to offer a Pre-Apprenticeship Banking Program opportunity for BISD high school seniors. The services to be rendered are subject to the District's needs and funding.

A. Dorsett
Submitted by: Principal/Program Director
[Signature]
Recommended by: Asst. Supt./Exec. Dir.
[Signature]
Reviewed by: Staff Attorney
[Signature]
Approved by: Chief Officer

Approved for Submission to Board of Education:
[Signature]
Dr. Jesus H. Chavez, Superintendent

Minerva Almanza

From: Minerva Almanza
Sent: Wednesday, January 29, 2025 2:13 PM
To: Adrian Dorsett
Cc: Maria T. De La Cruz
Subject: FW: TSC Pre=Apprenticeship Banking Program

Mr. Dorsett,

Please see our board attorneys recommendation. Submit as soon as possible to meet our deadline for the February Meeting.

Thank you
Minnie

From: Priscilla Lozano <plozano@808West.com>
Sent: Wednesday, January 29, 2025 10:24 AM
To: Roxanne Eckstein <reckstein@bisd.us>; Lea Ohrstrom <lohrstrom@808West.com>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: TSC Pre=Apprenticeship Banking Program

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Good morning,
I need to modify my approval below. The approval is subject to an attachment of the fee schedule and the addition of language in the BISD section #7 to say, "The fee schedules are attached."

Thank you,

Priscilla

From: Priscilla Lozano <plozano@808West.com>
Sent: Wednesday, January 29, 2025 10:12 AM
To: Roxanne Eckstein <reckstein@bisd.us>; Lea Ohrstrom <lohrstrom@808West.com>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: TSC Pre=Apprenticeship Banking Program

Good morning,

Approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Tuesday, January 28, 2025 1:30 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: TSC Pre=Apprenticeship Banking Program

Ms. Lozano,

Please see the attached for your review and approval for the February Board Meeting.

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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MEMORANDUM OF UNDERSTANDING

*Brownsville Independent School District
and
Texas Southmost College*

Pursuant to the rules of the Texas Higher Education Coordinating Board (THECB) as set forth in the Texas Administrative Code, Title 19, Part 1, Chapter 9, Subchapter, Rule and Chapter 9, Subchapter H, *Texas Southmost College* (hereinafter "TSC") and the *Brownsville Independent School District* (hereinafter "BISD"), hereby enter into a partnership in which TSC agrees to collaborate with BISD to provide workforce education and continuing education non-credit training to eligible students from Brownsville Independent School District. As stated in Texas Administrative Code, Title 19, Part 1, Chapter 9, Subchapter, Rule and Chapter 9, Subchapter H, a public junior college may offer, or may enter into an agreement with a school district, organization, or other person that operates a high school to offer, workforce continuing education courses other than learning framework courses, basic employability courses, and basic learning skills courses to a person who is (1) enrolled in high school after the completion of the person's sophomore year; or (2) is enrolled in a school that is not formally organized as a high school and is at least 16 years of age.

PURPOSE OF MOU

The parties hereby adopt the following Memorandum of Understanding to assist each entity in expediting the fulfillment of their duties for the Pre-Apprenticeship Banking Program.

Training may be offered at TSC, BISD, or approved external learning locations. The parties understand and acknowledge this memorandum of understanding (MOU) is contingent upon BISD funding availability for training. The MOU can be terminated by either Party upon a sixty-day (60) day written notice.

DURATION OF MOU

The effective date of this MOU is February 4, 2025. This MOU shall continue from year to year unless: federal or state regulations necessitate a change, or either party provides the other with at least sixty (60) days prior written notice of intention to terminate. If such notice is given, this MOU shall terminate on (a) the sixtieth day after the notice is received; or (b) the date on which all students enrolled in WTCE courses at the time that such notice is given have completed those WTCE courses, whichever event occurs last.

MUTUAL UNDERSTANDING

The parties hereby adopt the following MOU to assist each entity in expediting the fulfillment of their duties for the Pre-Apprenticeship Banking Program.

BISD and TSC agree to work together to provide a high-quality Pre-Apprenticeship Banking Program that is aligned with regional workforce needs. The banking industry experiences shortages of highly qualified bankers who are able to work in a dynamic environment. Both entities (BISD and TSC) commit to support the following key components of a high-quality apprenticeship program:

1. Alignment with high wage, in-demand labor market information for the Business and Finance Pathway
2. Pathways from secondary to postsecondary education with multiple entry and exit points
3. Credentials and degrees of value in the labor market
4. Integration of rigorous academics and career-focused learning

5. Strong college and career advising and counseling supports
6. Continuum of work-based learning experiences
7. Cross-sector partnerships

BISD agrees to the following:

1. Provide Business students the opportunity to participate in the TSC Pre-Apprenticeship Banking program during the spring 2025 semester.
2. To provide a BISD liaison to work closely with TSC representative(s) to coordinate details for all events and initiatives.
3. Submit payments in a timely manner for services rendered.
4. Provide participating students with training opportunities that align to industry need and prepare them to address the academic and technical knowledge and skills (including employability skills) students need to be college and career ready.
5. Educate students and their families on the meaning and value of labor market information (LMI), allowing each to participate more fully in making college and career decisions.
6. Assist with providing information to students and their families about the activities and trainings offered by TSC in connection to this MOU.
7. Upon review and approval by BISD, pay TSC in accordance with compensation outlined in any quotes or proposals regarding the delivery of WTCE training and in connection to this MOU. Quotes will be itemized per student and enrollment will be determined on the official date of record as established by TSC in accordance with THECB rules and regulations.

TSC agrees to the following:

1. Deliver high-quality instruction to participating BISD Business students enrolled in the TSC Pre-Apprenticeship Banking program during the Spring 2025 semester.
2. Coordinate with local banks to arrange job shadowing opportunities, providing students with hands-on experiences and real-world exposure to the banking sector.
3. Enable participating students to earn industry-recognized certificates from the Independent Community Bankers Association (ICBA), enhancing their qualifications and career readiness.
4. Work closely with the designated BISD liaison to ensure seamless coordination of program details, including scheduling, logistics, and student participation.
5. Track student progress and provide BISD with regular updates on participation, completion rates, and key milestones achieved through the program.

BISD and TSC agree to the following:

1. If applicable, provide reports and student data as necessary for state reporting.
2. Facilitate the development and continuance of effective working relationships between the parties through the coordination of scheduled meetings to share information of the activities which directly affect the outcome of the WTCE training programs.
3. Participate in joint planning for training activities.
4. Nothing in this MOU shall be interpreted to mean that any employee or agent of either party an employee or agent of the other party.
5. Both parties agree that the other party may reference a party's name to the extent reasonably necessary in the promotion of the WTCE program activities; however, any written materials referencing either party's name must be approved by that party prior to dissemination.
6. No Waiver of Immunity: Nothing in this MOU shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Texas

Southmost College. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Texas Southmost College under this agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Texas Southmost College does not waive any privileges, rights, defenses, or immunities available to it, including, but not limited to Texas Southmost College's right to sovereign or governmental immunity, by entering into this affiliation agreement by its conduct prior to or subsequent to entering into this agreement.

7. TSC as an institution of higher education and recipient of federal and state funds, is subject to federal and state civil rights laws and regulations governing equal educational and employment opportunity. This MOU and any WTCE activities offered pursuant to this MOU are subject to those laws and regulations, and other laws and regulations governing a public educational institution and shall be provided in compliance with the laws applicable to TSC.
8. The parties mutually agree that, during performance of this MOU, no person shall be denied benefits under this program on the basis or religion, color, race, national origin, sex, age, physical or mentally disability, sexual orientation, or gender identity. The parties shall ensure that the evaluation and treatment of employees and student participants under this program is free of such discrimination.
9. Both parties mutually agree that, during the performance of this agreement, students and employees shall not be subjected to any form of discrimination based on sex and, any complaint based on sexual discrimination, including but not limited to sexual harassment, shall immediately be reported to the TSC Title IX Director.

FERPA

For the purpose of this MOU, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSC hereby designates the School District as a college official with a legitimate educational interest in the educational records of the students who participate in the WTCE training to the extent that access to the records are required by BISD to carry out the Program; and BISD hereby designates TSC as a school official with a legitimate educational interest in all educational records of the students who participate in the WTCE training to the extent that access to the records are required by TSC to carry out the WTCE training. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

INSURANCE

Liability Insurance. At all times during the term of this MOU, each party will provide and keep in force liability insurance covering their respective entities for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas with a Best's Insurance Rating of A or better, selected and paid by each party, respectively. The insurance provided under this section must be as follow and as applicable:

Type of coverage Limits

A. Worker's Compensation Statutory

B. Comprehensive General Liability \$1,000,000 Ea. occurrence
\$2,000,000 aggregate

C. Automobile Liability (owned/leased, non-owned and hired)

- | | |
|--|----------------------------|
| (1) Bodily Injury \$1,000,000 Ea. Person | \$1,000,000 Ea. Occurrence |
| (2) Property Damage | \$1,000,000 Ea. Occurrence |

This insurance will protect TSC and BISD against liability to its respective employees or servants and to any other person or persons whose property damage or personal injury arises out of or in connection with this Agreement.

VENUE: GOVERNING LAW

Cameron County, Texas shall be the proper place of venue for suit for any claim or controversy arising out of this MOU. This MOU and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

MISCELLANEOUS TERMS

- It is understood and agreed that BISD is an independent contractor and that neither BISD and nor any employees or agents contracted by BISD shall be deemed for any purpose to be employees or agents of Texas Southmost College.
- This agreement does not create a joint venture or business partnership under Texas law. BISD assumes full responsibility for their personnel while performing any services incident to this MOU and shall remain solely responsible for their supervision, daily direction and control, requirements, and obligations.

The undersigned parties bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall not become effective until approved by all parties involved.

 Dr. Jesús Roberto Rodríguez, President
 Texas Southmost College

 Date

 Dr. Jesus Chavez, Superintendent of Schools
 Brownsville Independent School District

 Date