



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 12/10/2024

Item Title: Memorandum of Understanding X **Action**  
between United Way of Southern Information  
Cameron County and Brownsville ISD Discussion

## **BACKGROUND:**

The Career and Technical Education (CTE) Department is requesting approval for a Memorandum of Understanding with United Way of Southern Cameron County. UWSCC and BISD are partnering to leverage their organization in order to Increase access to VITA services to qualified individuals, particularly those eligible for the Earned Income Tax Credit and Child Tax Credit. Provide a high-Quality service and experience to VITA volunteers and clients, reach and serve the local community in Cameron County.

## **FISCAL IMPLICATIONS:**

There is no cost to the district.

## **RECOMMENDATION:**

Recommend approval for the Memorandum of Understanding with United Way of Southern Cameron County with the purpose of serving the local community in Cameron County.

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

## Minerva Almanza

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Sunday, December 1, 2024 2:49 PM  
**To:** Roxanne Eckstein; Lea Ohrstrom  
**Cc:** Miguel Salinas; Minerva Almanza  
**Subject:** [EXTERNAL]Re: MOU United Way

**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

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Thursday, November 21, 2024 3:31 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:** MOU United Way

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*

**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**  
Between  
United Way of Southern Cameron County  
And  
Brownsville Independent School District  
2024-2025



United Way of Southern  
Cameron County

This Memorandum of Understanding (MOU) establishes a type of partnership between United Way of Southern Cameron County, a 501c3 nonprofit organization located in Brownsville, Tx (hereinafter "UWSCC") and Brownsville Independent School District, headquartered in Brownsville, Texas (hereinafter "PARTNER").

I. MISSION

United Way of Southern Cameron County's mission is to lift the financial well-being of the community through the Internal Revenue Service program- Volunteer Income Tax Service (hereinafter "VITA").

PARTNER's mission is to offer free basic or advance tax return preparation to qualified individuals through the VITA Program.

Together, the Parties enter this Memorandum of Understanding to provide VITA services to qualified individuals via the PARTNER's physical premises. Accordingly, UWSCC and PARTNER, operating under this MOU, agree as follows:

II. PURPOSE AND SCOPE

UWSCC and PARTNER are partnering to leverage their organizations(?) in order to:

- Increase access to VITA services to qualified individuals, particularly those eligible for the Earned Income Tax Credit (ETIC) and Child Tax Credit (CTC).
- Reach and serve the local community in Cameron County.
- Provide a high-quality service and experience to VITA volunteers and clients.

III. RESPONSIBILITIES

- a. Each party will assign a primary Point of Contact to serve as the official contact and coordinate any activities of the VITA site in carrying out this MOU. The Points of Contact of each organization are:

List contact persons with address and telephone number

United Way of Southern Cameron County	PARTNER
Primary Point of Contact	
Name: Leslie Nunez Email: <a href="mailto:leslie.nunez@unitedwayrgv.org">leslie.nunez@unitedwayrgv.org</a> Address: 634 E Levee St., Brownsville, Tx 78520 Office Phone: (956) 548-6880 Office Hours: 8:00am - 4:00pm	Name: Email: Address: Office Phone: Office Hours:

Notices and Contractual Matters	
Name: Leslie Nunez Email: <a href="mailto:leslie.nunez@unitedwayrgv.org">leslie.nunez@unitedwayrgv.org</a> Address: 634 E Levee St., Brownsville, Tx 78520 Office Phone: (956) 548-6880 Office Hours: 8:00am - 4:00pm	Name: Email: Address: Office Phone: Office Hours:

b. The organizations agree to the following tasks for this MOU:

i. UWSCC will:

- Maintain VITA
- Ensure client data is protected and securely stored, adhering to IRS SPEC security standards and the IRS Quality Site Requirements
- Oversee Client Support such as concerns
- Request tax software from the IRS prior to the tax season
- Conduct outreach in the community and provide Partner with outreach toolkit
- Provide outreach through digital and printed media
- Provide training materials and training sessions for PARTNER VITA Site Coordinators
- Provide timely reports to sites noting their standing throughout the tax season

ii. PARTNER will:

- Designate a primary contact person
- Recruit and manage volunteers who will prepare tax returns
- Recruit any new/back up/alternate site coordinators.
- Ensure sites prepare fifty (50) or more accepted e-file returns per IRS Per IRS Regulation 22.30.1.9.2.11.1.4 (09-08-2023)
- Regularly monitor their coordinators and volunteers
- Outreach and promote through their communication channels such as digital media and printed media
- Maintain timely communication with UWSCC
- Elevate questions or concerns to UWSCC

- Provide 7 calendar days' notice of planned pause or delay in service
  - Immediately notify UWSCCC of unplanned or emergency delay or pause in service
  - Adhere to all IRS SPEC regulations related to VITA programs
  - Ensure that client data remains secure.
- iii. UWSCC Standards
- Respond to urgent issues within 2 business days.
  - Respond to non-urgent issues or other communication within 5 business days.
- iv. Remedies and Cure Process
- In cases of repeated failure to meet the standards, UWSCC reserves the right to part with the PARTNER organization.

#### IV. TERMS OF UNDERSTANDING

##### 1. **Period of Performance**

The Parties anticipate VITA Program training in Fall prior to the tax season. PARTNER will provide tax preparation tax services to VITA clients until April 15, 2025, with the option to prepare taxes until the end of the school calendar year.

##### 2. **Term and Termination**

The effective date of this Agreement shall be the date of execution by both parties, and the Agreement shall terminate on May 30, 2025 ("Term"). The Agreement may be terminated by either party at any time and for any reason upon written notification to the other party at least thirty (30) days in advance of the proposed date of termination.

##### 3. **Amendments**

Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed by all parties of this MOU.

##### 4. **Costs and Expenses**

Each Party shall be responsible for any costs and expenses incurred associated with pursuing the Program. For clarification, UWSCC will provide IRS training materials and basic office supplies to aid the site at its opening.

##### 5. **Confidentiality**

Each Party is responsible in maintaining staff, volunteer and client data out of breach.

##### 6. **Publicity**

Each Party may use the logo of the other Party.

V. SIGNATURES

The parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this OU is the date of the signature last affixed to this page.

*United Way of Southern Cameron County*



\_\_\_\_\_  
Leslie Nunez  
VITA Program Coordinator

10/23/2024

\_\_\_\_\_  
Date

*PARTNER NAME*

Brownsville Independent School District

\_\_\_\_\_  
Dr. Jesus H. Chavez  
Superintendent

\_\_\_\_\_  
Date