



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 09/01/26

Item Title: Texas A&M AgriLife Extension X Action
Service and Brownsville Independent Information
School 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:

None

RECOMMENDATION:

Recommend approval to renew 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 2026 through July 2027 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:

Recommended by: Executive Director

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Nellie Cantu

Approved by: Assistant Superintendent

8/13/26

Dr. Timothy E. Cuff

Dr. Timothy E. Cuff, Superintendent

When Necessary, Additional Background May Follow This.

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Monday, August 10, 2026 12:06 PM
To: Roxanne Eckstein
Cc: Minerva Almanza; Miguel Salinas; Micaela Escobar
Subject: Re: Texas A&M AgriLife Extension Service & BISD MOA

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.

Ms. Eckstein,

I do not have any further comments/edits to this one. It is approved as to form.

Priscilla

From: Brittany Wink <brittany.wink@ag.tamu.edu>
Sent: Monday, August 10, 2026 11:48 AM
To: Roxanne Eckstein <reckstein@bisd.us>; Priscilla Lozano <plozano@808West.com>; Andrea A. Valdez <Andrea.Valdez@ag.tamu.edu>
Cc: Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>; Micaela Escobar <micaela@bisd.us>
Subject: RE: Texas A&M AgriLife Extension Service & BISD MOA

Hi Roxanne,

Attached is I believe the final draft of the MOU. I have accepted all BISD's edits.

We are still working on the 4-H Adjunct Faculty Agreement. I will update you when I have more information.

Best,

Brittany Wink, J.D.
Contract Negotiator II
AgriLife Contract Office
Texas A&M AgriLife Administrative Services
2147 TAMU, College Station, TX 77843-2147
578 John Kimbrough Blvd., AGSV Suite 428
(979) 314-4845 | brittany.wink@ag.tamu.edu

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Monday, August 10, 2026 11:33 AM
To: Priscilla Lozano <plozano@808West.com>; Andrea A. Valdez <Andrea.Valdez@ag.tamu.edu>; Brittany Wink <brittany.wink@ag.tamu.edu>
Cc: Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>; Micaela Escobar

**Memorandum of Agreement
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" or "District"). 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. This Agreement is entered into in furtherance of the Project, to establish the collaboration between the Parties that serves to support 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 August 31, 2027, 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. ISD 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.

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 BISD 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 BISD liaisons to align programming with campus and district needs.
- Ensure that all AgriLife personnel, volunteers and subcontractors who will provide services under this Agreement and have direct contact with District students, complete background checks per district policy and in compliance with Texas Education Code § 22.0834 before such individual performs those duties and certify compliance in accordance with District policy and procedures.
- Ensure that AgriLife personnel assigned to perform services under this Agreement are and remain employees, in good standing, of the Texas A&M AgriLife Extension Service, and that such personnel receive compensation, group insurance benefits, workers' compensation insurance benefits, unemployment insurance, and any other employee benefit plans through AgriLife or The Texas A&M University System, as applicable. AgriLife acknowledges that District shall have no responsibility for any such compensation, benefits, or plans.
- Ensure AgriLife personnel remain under the direction, supervision, and control of supervisory personnel of the Texas A&M AgriLife Extension Service, including the District Extension Administrator or County Extension Director, as applicable, and coordinate with District administrative personnel regarding designated activities.
- Acknowledge that AgriLife personnel are not employees of ISD and that ISD shall not supervise, direct, or control the employment activities of such AgriLife personnel, except as necessary for District campus safety, access, scheduling, and compliance with District rules applicable to visitors or program participants.
- Provide written notice to ISD if any AgriLife personnel assigned to the Project separates from employment with AgriLife, is placed on leave, suspension, or another status that causes the individual to no longer be in good standing with AgriLife, or is no longer authorized or approved by AgriLife to perform duties contemplated by this Agreement.
- Remove any AgriLife personnel, volunteer or subcontractor at ISD's reasonable request, including but not limited to, campus safety, failure to comply with District

policy, background check issues, or conduct inconsistent with student interests.

- Provide guidance in establishing and maintaining 25 in-school 4-H clubs by assisting with club chartering, financial responsibility, access to Extension curricula, and annual training.
- Ensure parent consent is obtained and followed in accordance with District policy, regulation, rule and law.

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. Notwithstanding the foregoing, access is subject to parental consent and District objectives in accordance with District policy, regulations and law.
- Promote participation in AgriLife-supported activities among faculty, students, and parents.
- Assist in obtaining parental permissions for student involvement where required.
- Maintain communication with designated AgriLife liaisons to align programming with campus and district needs.
- Share data (as appropriate under FERPA) necessary for program evaluation and impact reporting.
- Encourage annual student enrollment within the 4-H program and assist in maintaining 25 in-school 4-H clubs.
- Provide financial support for the Texas 4-H membership enrollment fee (\$25) for each eligible first-year student participating in a Brownsville ISD In-School 4-H Clubs.
- Maintain accurate financial records for each chartered in-school 4-H club; implement procedures that govern the responsible management and expenditure of all club funds in accordance with Texas 4-H Youth Development Program policies and applicable Brownsville ISD procedures, and retain such financial records as part of the club's annual chartering and financial review requirements.

4-H CLUB CHARTERING AND ENROLLMENT. Each participating campus shall complete the annual Texas 4-H Club Chartering process and maintain compliance with Texas 4-H policies. Students participating in 4-H shall complete enrollment through 4-H Online. AgriLife will provide technical assistance and training throughout the chartering and enrollment process.

FERPA. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §12329; 34 CFR Part 99) ISD hereby designates AgriLife as a school official with a legitimate educational interest in the Student Data of 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. AgriLife shall limit access to ISD student data to the minimum necessary to perform the Project, shall not redisclose student data except as authorized in writing by ISD and permitted by law, and shall require any approved subcontractor with access to student data to execute written legally compliant, including but not limited to FERPA compliant, confidentiality obligations before access is provided. 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. AgriLife shall enforce the requirement that all employees, agents and subcontractors maintain strict confidentiality of Student Data in accordance with FERPA and store student data in secure areas to prevent unauthorized access. AgriLife shall notify ISD without unreasonable delay, and in no event later than seventy-two (72) hours after discovery, of any suspected or actual unauthorized access, use, disclosure, loss, or breach involving ISD student data and take immediate steps to limit and mitigate any damage of such security breach to the greatest extent possible. Upon termination or expiration of this Agreement, or earlier upon ISD's written request, AgriLife shall return or securely destroy ISD student data in its possession, custody, or control, unless retention is required by applicable law.

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.

RESPONSIBILITY FOR CLAIMS; NO WAIVER OF IMMUNITY. Each Party shall be responsible for the acts and omissions of its own officers, employees, agents, volunteers, and representatives in connection with this Agreement, but only to the extent authorized by the Constitution and laws of the State of Texas. Nothing in this Agreement shall be construed as creating any indemnity obligation of ISD or AgriLife, as waiving or limiting any governmental immunity, official immunity, defense, statutory limitation of liability, or other protection available to ISD or AgriLife or their trustees, officers, employees, agents, or representatives, or as creating a debt or obligation prohibited by Texas law.

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. 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 acknowledge that, except as expressly provided herein, this Agreement does not create a general obligation for the exchange of funds. Each Party shall be responsible for any and all costs and expenses incurred in carrying out its respective responsibilities under this Agreement.

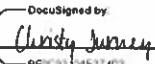
Brownsville Independent School District agrees to provide financial support for the **first-year Texas 4-H membership enrollment fee (\$25 per student for 2026-2027)** for eligible students participating in approved Brownsville ISD In-School 4-H Clubs, subject to available funding and applicable district policies. Payment of membership fees shall be coordinated with the Cameron County Texas A&M AgriLife Extension Office and processed in accordance with Texas 4-H enrollment procedures.

Any financial obligation of ISD under this Agreement is subject to Board approval, available appropriations, budgeted funds, applicable procurement requirements, and District policies. Nothing in this Agreement shall be construed to require ISD to expend funds that are not lawfully available or appropriated for the applicable fiscal period.

Except for the first-year student membership enrollment fees described above, no other exchange of funds between the Parties shall occur unless authorized through a separate written agreement executed by both 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.

SIGNATURES

Texas A&M AgriLife Extension Service	Brownsville Independent School District
By: Christy Journey	By:
Name: Christy Journey	Name: Dr. Timothy E. Cuff
Title: Assistant Agency Director & CFO	Title: Superintendent of Schools
Signature:  DocuSigned by: BEC00114E37403...	Signature:

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 by AgriLife 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 permit others to do the same. The Parties acknowledge and agree that all District student data remains District property. The Parties further acknowledge and agree that nothing in this provision or Agreement is intended to relieve AgriLife, its employees, agents or subcontractors from their obligations under FERPA or other laws relating to the use and disclosure of student records or to waive ISD's rights to or ownership of its student data.

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.

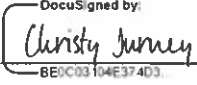
PUBLIC INFORMATION ACT. The Parties acknowledge that they are obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

AGENCY. AgriLife is an agency of the State of Texas and ISD is a public school district and governmental entity. Nothing in this Agreement waives or relinquishes the right of AgriLife or ISD to claim any exemptions, privileges, immunities, limitations of liability, defenses, or protections 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

By:  Christy Journey
Name: Christy Journey
Title: Assistant Agency Director & CFO
Date: August 18, 2026 | 8:41 AM CDT

Brownsville Independent School District

By: _____
Name: Dr. Timothy Cuff
Title: Superintendent of Schools
Date: _____