



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 11/02/26

Item Title: Agreement of Comprehensive  
Training Center for Program Services X Action  
Information  
Discussion

## BACKGROUND:

The purpose of this item is to request approval of the Comprehensive Training Center (CTC) for Program Services: Technical Support, Professional Development, and Compliance Reporting in support of foundation, state and federal competitive grants. Fees for services will be paid through awarded grant funding, in accordance with the terms and conditions of the contract. There will be no direct cost to the district for these services.

Region 1 (RFP 23-Agency-000117-E4)  
TIPS (240601)

## FISCAL IMPLICATIONS:

N/A

## RECOMMENDATION:

Recommend approval of the Comprehensive Training Center (CTC) for Program Services to be paid through awarded grant funding and no direct cost to the district in accordance with the terms and conditions of the contract.

Approved for Submission to Board of Education:

Submitted by: Juan J De Leon, Director of Support Programs

Dr. Alma Cardenas-Rubio

Recommended by: Asst. Superintendent

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Alma Cardenas-Rubio

Approved by: Assistant Superintendent-Secondary

Dr. Timothy E. Cuff

Dr. Timothy E. Cuff, Superintendent

When Necessary, Additional Background May Follow This.



# CTC COMPREHENSIVE TRAINING CENTER

1705 Doctors Memorial Drive  
Harlingen, Texas 78550  
(956) 365-4100

## PROGRAM SERVICES CONTRACT

This Program Services Contract ("Agreement") is made and entered into by and between **Comprehensive Training Center (CTC)**, hereinafter referred to as "**Consultant**", whose principal place of business is located at 1705 Doctors Memorial Drive, Harlingen, Texas 78550-8202 and **Brownsville Independent School District (BISD)**, hereinafter referred to as "**District**", whose principal place of business is located at 1900 Price Road, Brownsville, Texas 78521-2417.

### 1. *Consideration:*

**WHEREAS**, the **District** recognizes the **Consultant's** knowledge, experience, reputation, and qualifications in grant programs; and

**WHEREAS**, the parties desire to provide a full statement of their agreement in connection with the provision of the Services provided by the **Consultant** and duties and obligations of the **District** during the term of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each to the other, as follows:

### 2. *Responsibilities of the Parties:*

- a. The **Consultant** will provide technical support for implementation of awarded foundation, state, and federal competitive grants, consistent with the authorized scope of services and grant guidelines.
- b. The **Consultant** will coordinate with **District** administration to identify program needs, service schedules, and deliverables for each authorized grant project.
- c. The **Consultant** will provide professional development aligned with the objectives and requirements of each authorized grant project.
- d. The **Consultant** will provide compliance reporting support, including assistance with required program reports and supporting documentation, via telephone, email, virtual meetings, and/or on-site visits.
- e. The **District** will designate a Project Contact Person to serve as the primary point of contact for each assigned grant project.
- f. The **District** shall provide appropriate facilities and necessary equipment for requested meetings and trainings and furnish timely, accurate data and records needed for technical support and compliance reporting. The **District** retains responsibility for approving and submitting required reports to the funding agency.

### 3. *Consultant's Warranties:*

**Consultant** is duly licensed to provide the services in the State of Texas to the extent licensure are required to provide services. There are no other express or implied warranties by **Consultant**.

### 4. *Employment of Assistants:*

**Consultant** may, at its own expense, employ such assistants or subcontractors, as **Consultant** deems necessary to perform the services as agreed herein.

### 5. *Independent Contractor status of District and District Firm:*

**Consultant** and **Consultant's** employees shall perform all duties pursuant to this Agreement as an Independent Contractor. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party to create a relationship of principal and agent or of partnership or of joint venture between the parties. It is mutually understood and agreed the **Consultant** is solely responsible for reporting all income received from the **District**, and for paying all pertinent federal, state, and local taxes, and any other taxes and assessments levied by government authorities, as well as all other pertinent liabilities or payments and that the **Consultant** is solely responsible, where necessary, to secure, at the **Consultant's** sole cost, health, disability benefits insurance, and any other insurance as may be required by law. Further by signing below, **Consultant** acknowledges that it is not eligible for unemployment in the event of termination of this Agreement and its services to the **District**. **Consultant** acknowledges that it has no authority under this Agreement to exercise any control or direction over **District** employees, officers, or agents.



# CTC COMPREHENSIVE TRAINING CENTER

## PROGRAM SERVICES CONTRACT, Cont'd

### 6. *Term of Agreement:*

This Agreement shall commence on the date of the last signature (the "Effective Date") and shall remain in effect for five (5) years unless terminated in writing by either party.

- a. Services for multi-year awards and continuation funding may be provided under this Agreement when authorized by the **District** in writing. Fees apply only to authorized services and shall be payable solely from awarded grant funding actually received and available for those services under applicable grant guidelines. A new competitive grant cycle requires separate written service authorization.
- b. The **Consultant** will provide technical support, professional development, and compliance reporting within the authorized scope. Additional services require a written agreement identifying the services, fee, and available awarded grant funding. No additional services shall create a direct cost to the **District**.
- c. The **Consultant** retains intellectual property rights in its original training materials, tools, and other work product, subject to the Copyright Protection section and any applicable funding agency requirements.
- d. If the **District** chooses to use the **Consultant's** intellectual property including research, data secured by the **Consultant**, or work product either directly or in collaboration with others, the **District** must obtain prior written consent from the **Consultant**.

### 7. *Services Performed by District:*

**District** will carry out its responsibilities under this Agreement and each written service authorization.

- a. The **Consultant** will communicate with the Administrator(s) designated by the **District** regarding the professional services and this Agreement. Notwithstanding anything herein to the contrary, the **District** will not have or exercise control over the manner in which the professional services of the **Consultant** are performed.
- b. The **District** will designate an administrator to communicate with the **Consultant**, make required information available in a timely manner, participate in requested meetings, and process payments in accordance with the Fees section and applicable grant guidelines.

### 8. *Fees:*

- a. **Contingency Fee Option:** For authorized program services, the **Consultant's** fee shall be 12% of the awarded grant funding allocated for program services identified in the written service authorization. The authorization shall identify the calculation base, covered services, deliverables, and billing schedule. This fee compensates the **Consultant** for technical support, professional development, and compliance reporting performed under this Agreement.
- b. **Flat Fee Option:** The **District** may authorize a fixed fee for specified program services in writing. The authorization shall state the fee, services, deliverables, and billing schedule. The fee shall be invoiced for services performed in accordance with that authorization and paid solely from awarded grant funding.
- c. All service fees shall be paid solely through awarded grant funding actually received by the **District** using direct grant funds or allowable indirect costs when permitted by the grant guidelines. There will be no direct cost to the **District** for these services, and the **District** is not required to use local or other non-grant funds.
- d. Invoices shall identify the applicable grant, authorized services performed, and amounts due. Payment is due within **thirty (30) days** of the invoice date.
- e. The **Consultant** may suspend services for unpaid amounts properly due under this Agreement after written notice to the **District**. Suspension shall not create a local-fund payment obligation or accelerate fees for unperformed services.
- f. To ensure timely and accurate processing of payments, the **Consultant** recommends that the **District** provides a purchase order number upon execution of this agreement.

### 9. *Incidental Charges:*

Fees incurred for shipping, couriers, handling, travel or other miscellaneous costs previously and explicitly agreed to by both parties in writing will be charged accordingly. Payments are due in full, immediately upon receipt of invoice.



# CTC COMPREHENSIVE TRAINING CENTER

## PROGRAM SERVICES CONTRACT, Cont'd

### 10. *Service Authorization:*

The **Consultant** shall not begin services for a grant project until the **District** authorizes them in writing, including by email. Each authorization shall identify the awarded grant, scope of technical support, professional development, and compliance reporting, selected fee option under the Fees section, agreed fee, deliverables, service period, billing schedule, and available grant funding source. Each authorization becomes part of this Agreement. All authorizations remain subject to the no-direct-cost and grant-funding limitations of this Agreement.

### 11. *Parties' Relationship:*

The **Consultant**, at all times, will act as an Independent Contractor providing Services and will not act or hold itself out to third parties as an employee or agent of the **District** in the provisions of the Services or Materials under this Agreement. The **District** shall not control how the results, or the details of the Services are provided and/or achieved. As an Independent Contractor, **Consultant** shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the **District** to supply any of the above, unless otherwise specified in this Agreement.

### 12. *Copyright Protection:*

The **Consultant** retains full ownership of all original work product created under this Agreement. All such work is protected under the United States Copyright Law, effective as of the date of this Agreement, including but not limited to the provisions of Section 203.

The **District** is expressly prohibited from sharing, reproducing, or distributing the **Consultant's** work product, including research, data secured by the **Consultant**, and other intellectual property, to any third party without the **Consultant's** prior written consent.

### 13. *Compliance with Laws:*

In the performance of this Agreement, both parties shall at all times comply with all applicable governmental laws, statutes, ordinances, rules and regulations, including without limitation laws relating to intellectual property, patents, copyright protection and contracts.

### 14. *Mediation:*

In the event a dispute shall arise between the parties to this contract, upon thirty (30) day notice, the parties agree to participate in at least four (4) hours of mediation in Cameron County, Texas. The parties agree to share equally in the costs associated with the mediation.

### 15. *Venue:*

**Consultant** is a Texas Corporation with its office and principal place of business in Cameron County, Texas. The majority of, if not all, of the work to be performed by **Consultant**, will be performed in Cameron County, Texas. The parties agree that this Agreement was entered into and executed in the county of the principal location of **Consultant**, Cameron County, Texas, regardless of where the document was signed by the parties. Therefore, the parties agree that any legal dispute will be litigated in Cameron County, Texas.

### 16. *Termination of grant:*

- a. Either party may terminate this Agreement upon thirty (30) days' written notice. The **District** shall pay only for authorized services performed through the termination date, subject to the Fees section and solely from applicable awarded grant funding actually received and available for those services.
- b. If grant funding is reduced, suspended, withdrawn, or unavailable for the authorized services, the parties shall adjust or discontinue the affected services in writing. The **District** shall not be required to replace unavailable grant funding with local funds.
- c. Any payment obligation surviving termination remains subject to the Fees section and the requirement that there be no direct cost to the **District**.



# CTC COMPREHENSIVE TRAINING CENTER

## PROGRAM SERVICES CONTRACT, Cont'd

### 17. Confidentiality:

To the extent necessary under the Family Educational Rights and Privacy Act (FERPA) and any other Federal or State requirements, **Consultant** agrees to follow FERPA and all other federal or state requirements regarding dissemination of any confidential documents and confidentiality requirements regarding student records and reports.

### 18. Cooperative Purchasing Contracts:

The **Consultant** is an approved vendor through the following cooperative purchasing programs: Region 1 Education Service Center (RFP 23-AGENCY-000117-E4), EPIC6 (Contract No. 33.23), Region 7 Education Service Center (Contract No. CONSRV2324), The Interlocal Purchasing System (TIPS) (Contract No. 240601), Education Service Center Region 11 (Contract No. 25-01-30), and Allied States Cooperative (Contract No. 24-74-74).

The **District** may procure the services provided under this Agreement through any applicable cooperative purchasing contract listed herein, subject to the terms and requirements of the applicable cooperative purchasing program.

### 19. Force Majeure:

Neither party shall be liable for delays caused by natural disasters, governmental actions, cyber incidents, internet outages, funding agency system failures, or other events beyond their reasonable control.

### 20. Effective Date-Duration:

This Agreement shall commence on the date of the last signature (the "Effective Date") and shall remain in effect for five (5) years unless the **District** provides written notice to the **Consultant** of its intent not to renew.

Either party may terminate this Agreement with thirty (30) days' written notice under the Termination of Agreement section. Notices must be delivered by email to the receiving party's designated contact, with acknowledgment of receipt, or by certified mail to the addresses provided below. Only payment obligations expressly permitted by the Fees and Termination of Agreement sections survive termination.

This is the entire Agreement between the following parties:

**Comprehensive Training Center (CTC)**

**Brownsville Independent School District (BISD)**

Approved and accepted on 10/26/2026

Approved and accepted on \_\_\_\_\_

**Linda V. Alaniz, CTC President**  
1705 Doctors Memorial Drive, Harlingen, Texas 78550-8202

**Dr. Timothy E. Cuff, Superintendent**  
1900 Price Road, Brownsville, Texas 78521-2417



## Grant Fee Chart: Where Our Fees Can Be Included

Texas Education Agency (TEA) Learning Acceleration Support Opportunities (LASO) Cycle 5 and other grant programs

Legend:

Green = our fees can be included in the grant budget

Gray = we will provide services free of charge

### LASO Cycle 5 (TEA): Grants That Can Cover Our Fees

Our fee: 12% of the total grant award

| Grant                                                                   | PD / Training | Administrative | Indirect |
|-------------------------------------------------------------------------|---------------|----------------|----------|
| Leadership and Instructional Foundations for Texas (LIFT)               | ✓             | ✓              | ✓        |
| LIFT School Improvement Accelerator (LIFT SI)                           | ✓             | ✓              | ✓        |
| Additional Days School Year (ADSY) Planning and Execution Program (PEP) | ✓             | ✓              | ✓        |
| AP Computer Science Principles (AP CSP)                                 | ✓             | ✓              | ✓        |
| Blended Learning Grant (BLG)                                            | ✓             | ✓              | ✓        |
| Early College High School (ECHS)                                        | ✓             | ✓              | ✓        |
| Local Accountability System (LAS) Planning Grant                        | ✓             | ✓              | ✓        |
| Pathways in Technology Early College High School (P-TECH)               | ✓             | ✓              | ✓        |
| Rural Pathway Excellence Partnership (R-PEP)                            |               | ✓              | ✓        |
| School Action Fund (SAF)                                                | ✓             | ✓              | ✓        |
| School Improvement Curriculum and Instruction Support Grant (SI CISG)   |               | ✓              | ✓        |
| Texas Strategic Staffing (TSS)                                          |               | ✓              | ✓        |
| Virtual and Hybrid Program Accelerator (VHPA)                           | ✓             | ✓              | ✓        |

### LASO Cycle 5 (TEA): Grants That Can't Cover Our Fees (Free of Charge)

| Grant                                                                                                                                                                                                                 | Reason                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Math Supplemental Curriculum for School Improvement (MSC for SI)                                                                                                                                                      | Training is included through the software provider.                                     |
| Early Literacy Intervention Tool (ELIT)                                                                                                                                                                               | Training is included through the software provider.                                     |
| PREP Allotment (all five programs):<br>PREP Alternative Preservice Program<br>PREP Grow Your Own (GYO) Program<br>PREP Mentorship Program<br>PREP Residency Preservice Program<br>PREP Traditional Preservice Program | Funding is restricted to designated program activities rather than general PD services. |

### Other Grant Programs (Not Part of LASO)

| Grant                                                                       | Agency                                | Fee in Grant Budget | Cost to District         |
|-----------------------------------------------------------------------------|---------------------------------------|---------------------|--------------------------|
| Texas Regional Pathways Network (TRPN)                                      | Texas Education Agency (TEA)          | Yes                 | 12% of total grant award |
| National School Lunch Program (NSLP) Equipment Assistance Grant (Cafeteria) | Texas Department of Agriculture (TDA) | Yes                 | Fee: Paid from Vendor    |
| Jobs and Education for Texans (JET) Grant                                   | Texas Workforce Commission (TWC)      | Yes                 | Fee: Paid from Vendor    |