



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/04/2026

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 school and a district Lead Advisor to provide college admission and financial planning support to all high schools and Early College High School campuses.

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 for 2026-2027 school year. The total cost to the district is \$105,000.

Sara M. Garza
Submitted by: Principal/Program Director

Rose E. Longoria
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Rose E. Longoria
Approved by: Assistant Superintendent

Approved for Submission to Board of Education:

Dr. Timothy E. Cuff
Dr. Timothy E. Cuff, Superintendent

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 **2026-2027** 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 31, 2026 – June 15, 2027**.
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 certification in accordance with Chapter 22, Texas Education Code, 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.
13. Notwithstanding, ensure parent consent and partnership objectives are considered and followed in accordance with Board policy, regulation, rule and law.

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/board 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 31, 2026 and ending June 15, 2027**; (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. 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 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 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.

16. Notwithstanding, ensure parent consent and partnership objectives are considered and followed in accordance with Board policy, regulation, rule and law.

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 and with Brownsville ISD's consent and instructions.

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, 2026, and shall terminate on July 31, 2027.

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

The Parties may, by written notice to the other 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. The Parties 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 2026 – 2027 Texas A&M academic years. [August 31, 2026 - June 15, 2027.]

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. Timothy E. Cuff 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
Telephone: (979) 458-7019

Brownsville ISD: Brownsville Independent School District
1900 Price Road
Brownsville, TX 78521
Attn: Dr. Timothy E. Cuff
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, 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

Dr. Timothy E. Cuff
BISD Superintendent
Name and title

Kenneth Johnson
Director of Strategic Partnerships
Name and tile

Date

Date

SUPPLEMENTARY TERMS AND CONDITIONS
THECB, TEXAS A&M UNIVERSITY AND
BROWNSVILLE ISD

AND

FOR

AGREEMENT BETWEEN TEXAS A&M UNIVERSITY AND
BROWNSVILLE ISD

1. **Non-Appropriation of Funds** - Pursuant to Texas Local Government Code Sec. 271.903, payments under this Agreement is contingent upon the availability of State and Federal funds appropriated or allocated for the payment of such obligations by District in its budget adopted for any fiscal year for which this Agreement is in effect and constitute a current expense of District for the fiscal year only. This Agreement may be terminated at the end of any period for which funds are not appropriated despite best efforts.
2. **Federal Grants Funds** - District will fund this Contract through (indicate specific funding sources):

_____.

If all or part of the funding for this Contract comes from federal grants funds, this Contract only becomes effective upon receipt by the District of Notice of Grant Award (NOGA). Performance of the services called for under this Contract must be completed within the Terms of the Contract. Contract must invoice District on a monthly basis after services are performed. The invoice must provide the specific services(s) provided, and the date and location of the services(s) were performed. Contractor understands that if federal funds are used to pay for all or part of the services provided under this Contract, that District's employees, officers, or agents are prohibited from soliciting or accepting gratuities, favors, or anything of value from Contractors. Funding elimination or change in the NOGA may result in the termination of this Agreement by District without recourse by Contractor, except for payment of services received prior to termination.

3. **Relationship of the Parties** - It is understood and agreed that Contractor is an independent contractor and neither Contractor nor any employees, volunteers, or agents contracted by Contractor shall be deemed for any purposes to be employees, volunteers or agents of District. Contractor shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations. Contractor is responsible for the satisfactory fulfillment of all obligations and duties under the Agreement by employees, subcontractors, agents or others under its control related to services to be provided herein.
4. **Compliance with Laws and District Policies** - Contractor shall observe and comply with all applicable Federal, State, County and City laws, rules, ordinances and regulations that in any manner

affect the provision of services and performance of all obligations undertaken pursuant to this Agreement. Contractor shall comply with Board Policies.

5. **No Felony Conviction Certification** - Contractor represents and warrants that no Contractor operator, shareholder, officer or director has been convicted of a felony. Should it become known that any Contractor, shareholder, officer or director is convicted of a felony while this Agreement is in effect, Contractor will immediately notify Client of such conviction.
6. **Mandatory Licensure/Certification** - Contractor shall maintain any and all applicable license(s) and certification(s) necessary to perform services contemplated and required by this Agreement. Contractor shall immediately notify the District if any license(s) or certification(s) are suspended, terminated or are no longer effective.
7. **Criminal History Check** - If Contractor performs services where students are regularly present, Contractor, at its own expense, is required to complete and return to District **Exhibit A**, incorporated herein for all purposes, and fully comply with Texas Education Code §22.0834 before services are performed under this Agreement. District reserves the right to obtain from any law enforcement or criminal justice agency all criminal history record information that relates to Contractor or Contractor's employees or agents and obtain reimbursement for cost from Contractor. District reserves the right to refuse to allow any employee, subcontractor, agent or representative onto its premises based on a criminal history background check or other lawful reason.
8. **Pre-Service Affidavit** – Pursuant to Texas Education Code, § 22A.055, a person who will act as a service provider for a school district must submit an executed affidavit to District prior to the commencement of services. The form for completion, execution and return to the District by Contractor is attached and labeled **Exhibit B**. Services may not be commenced prior to Contractor fulfilling this obligation and the failure to do so constitutes grounds for termination.
9. **Conflicts of Interest & Disclosure of Interested Parties** - Contractor agrees that it has met the requirements of Texas Local Government Code Chapter 176 relating to conflicts of interest by filing Texas Ethics Commission Form CIQ as well as the requirements of Texas Government Code Section 2252.908 relating to disclosure of interested parties by filing Form 1295 Certificate of Interested Parties. Contractor understands that failure to comply with the requirements of Texas Government Code Section 2252.908 renders this Agreement void. Contractor further understands that District's employee, officers or agents are prohibited from soliciting or accepting gratuities, favors, or anything of value from Contractor.
10. **Record Retention and Audit** - District, its agent, or any state or federal investigating agency may audit all of Contractor's records and accounts relating to this Agreement. For purposes of an audit, Contractor shall retain records relating to this Agreement and make them available upon request, for a minimum of five (5) years after completion of the service, or receipt and payment of the final invoice, whichever is later. Contractor shall maintain or deliver all records related to its work to District for retention for the life of the asset plus ten years as set forth in state records retention rules and schedule.

11. **Public Information Act** - District complies with the Texas Public Information Act. By entering into this Agreement, pursuant to Texas Government Code, Section 552 et seq., the Contractor agrees that if the District receives a written request for public information related to this Agreement that is in the possession or custody of the Contractor and not in the possession or custody of the District, the Contractor shall provide that information to the District within (5) five days of District's written request.
12. **Student Records Confidentiality** – In addition to related terms, Contractor agrees to comply with applicable provisions of Texas Education Code, Chapter 32, *Computer, Computer Related Equipment, and Student Information Protection*. This provision generally requires contractors that collect student data in the performance of services provided under a contract to not engage in targeted advertising directed towards students, to not sell or rent student data, to not disclose student data to third parties, to delete student data upon request, and to maintain reasonable security measures to protect student data.

As a District contractor, Contractor shall maintain the confidentiality of any and all student data shared with it in compliance with Family Educational Rights and Privacy Act (FERPA) and its implementing federal regulations. Contractor shall not disclose or share information with third parties unless authorized to do so by state or federal law and parent and District consent. Data obtained will be used solely for the purposes described in the Agreement. Contractor will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information. Any unauthorized disclosure of confidential student information is a violation of the FERPA, and its implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of this data, the Parties shall permit only those employees authorized to have access to the data. Contractor agrees to store the data in a secure area and to prevent unauthorized access in the United States. Contractor agrees that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or confidential information of any type was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, Contractor shall notify the District of the breach within seventy-two (72) hours and take immediate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible. Tex. Bus. & Com. Code Sections 521.001-152. In the event of a direct conflict, FERPA shall override requirements and Contractor's privacy policies. Contractor shall destroy all student information received from District and School when it is no longer needed for services stated herein. District will provide Contractor with the following information:

13. **Accessibility** - As applicable, Contractor shall ensure that all products and services provided pursuant to this Agreement comply with accessibility requirements under both federal and state law for use by individuals with disabilities.
14. **Authorization of Agreement** - Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

15. **No Waiver** - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
16. **No Assignment** - No assignment of this Agreement, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party, which shall not be unreasonably withheld.
17. **Amendments** - This Agreement may be amended or modified by, and only by, a written instrument approved by the Board of Trustees of District or its duly authorized agent or representative, and executed between District and Contractor.
18. **Section Headings**—The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend or construe the terms or provisions of the sections of this Agreement.

Exhibit A - Certification of Compliance with Texas Education Code §22.0834

Exhibit B - Section 22A.055 Pre-Service Affidavit

EXHIBIT A

Certification of Compliance with Texas Education Code §22.0834

Texas law requires individuals and entities who enter into service contracts with school districts to submit to a criminal history review if they have continuing duties related to the contracted service and direct contact with students. The individuals and entities who have access to the Department of Public Safety FACT Clearinghouse under the National Child Protection Act (NCPA) must certify to the District their compliance with Texas Education Code §22.0834. Non-NCPA qualified contractors who do not have access to the FACT Clearinghouse should contact the Brownsville ISD Human Resources Department for assistance with utilizing the District's Local Education Entity (LEE) Fast Pass process.

[Requirements for School District Contractors | Texas Education Agency](#), posted July 20, 2021, provides helpful guidance for contractors on how to comply with Texas Education Code Section 22.0834.

Definitions:

Covered employees are employees of Contractor/subcontractor or the independent contractor who have or will have continuing duties related to the service to be performed at District and have or will have direct contact with students.

Direct contact is contact that results from activities that provide substantial opportunity for verbal or physical interaction with students and that is not supervised by a certified educator or other professional District employee. 19 Tex. Admin. Code §153.11.01(7). District is the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history is any conviction or other criminal history information designated by District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Make applicable selection and sign below:

[] I certify that no one performing services under this contract is a covered employee as defined above and that precautions have been imposed to ensure that no one performing services under this contract will become a covered employee as the term is defined above and that such precautions will be maintained throughout the term of this Contract.

OR

For Independent Contractors:

[] As an Independent Contractor, I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify District in writing within three (3) business days if I am arrested or adjudicated for a disqualifying reason during the Contract term. I further agree to provide District, upon request, my full name, and any other requested information so that District may obtain my criminal history record information. I understand that District may terminate my service at any time if District determines, at its sole discretion, that my criminal history is not acceptable.

For all other Contractors:

I certify, on behalf of Contractor, that [check one]:

[X] Some or all of Contractor or his employees and/or subcontractors or agents are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees/subcontractors. None of the covered employees/subcontractors has a disqualifying criminal history.
2. If Contractor receives information that a covered employee/subcontractor subsequently has a reported criminal history, Contractor will immediately remove or cause to be removed the covered employee/subcontractor from contract duties and notify the District in writing within three (3) business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees/subcontractors so that the District may obtain criminal history record information on the covered employees/subcontractors. If the District objects to the assignment of a covered employee/subcontractor on the basis of the covered employee's/subcontractor's criminal history record information, Contractor agrees to discontinue using the covered employee/subcontractor to provide services at the District.
4. Contractor has obtained certifications from its subcontractors, if any, of compliance with Texas Education Code Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Kenneth R. Johnson
Printed Name

Signature

7/15/2026
Date

EXHIBIT B

**Pre-Employment Or Pre-Service
Affidavit For Educational Entities**

-FOLLOWING PAGE-

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

*Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.*

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 - Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes ☐ No ☒
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes ☒ No ☐

Section 3 - Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☒
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☒

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i> <i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i>	Yes No ☐ ☒
Have you ever been investigated by a licensing authority, or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?	Yes No ☐ ☒
Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?	Yes No ☐ ☒
Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency?	Yes No ☐ ☒

If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.

Section 4 – Declaration of Applicant

Arlette Vianee Lerma

01/22/2003

Name (First, Middle, Last)

Date of Birth

7642 Waverly Dr

Address (House/Unit # and Street Name)

Brownsville, Tx 78520

Address (City, State, Zip Code)

Arlette Lerma

07/15/2026

~~Arlette Lerma (Jul 15, 2026 16:36:31 CDT)~~

Signature

Date Signed

Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026

Final Audit Report

2026-07-15

Created:	2026-07-15 (Central Daylight Time)
By:	Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA--cj721F8y1wj8kyolxAE4wjgdOopKwi
Documents:	Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026 (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026" History

-  Document created by Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
2026-07-15 - 12:28:38 PM CDT
-  Document emailed to Arlette Lerma (arlettevlerma143@gmail.com) for signature
2026-07-15 - 12:28:52 PM CDT
-  Email viewed by Arlette Lerma (arlettevlerma143@gmail.com)
2026-07-15 - 12:29:45 PM CDT
-  Agreement viewed by Arlette Lerma (arlettevlerma143@gmail.com)
2026-07-15 - 12:29:46 PM CDT
-  Agreement viewed by Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
2026-07-15 - 12:30:24 PM CDT
-  Document e-signed by Arlette Lerma (arlettevlerma143@gmail.com)
Signature Date: 2026-07-15 - 4:36:31 PM CDT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-07-15 - 4:36:31 PM CDT

EXHIBIT B

**Pre-Employment Or Pre-Service
Affidavit For Educational Entities**

-FOLLOWING PAGE -

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

*Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.*

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 - Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes ☒ No ☐
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes ☒ No ☐

Section 3 - Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☒
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☒

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i> <i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i>	Yes No ☐ ☒
Have you ever been investigated by a licensing authority, or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?	Yes No ☐ ☒
Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?	Yes No ☐ ☒
Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency?	Yes No ☐ ☒

If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.

Section 4 – Declaration of Applicant

Beauty Jasmin Sanchez

01/27/2003

Name (First, Middle, Last)

Date of Birth

2904 Dana St

Address (House/Unit # and Street Name)

Brownsville, Texas , 78521

Address (City, State, Zip Code)


Beauty Sanchez (Jul 16, 2026 10:47:55 CDT)

07/16/2026

Signature

Date Signed

Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026

Final Audit Report

2026-07-16

Created:	2026-07-16 (Central Daylight Time)
By:	Pamela Moncayo-Morales (pmoncayo.15@tamU.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-e4iR0gp0Q2WpyPq17Xn1DiMXb8exV67
Documents:	Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026 (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026" History

-  Document created by Pamela Moncayo-Morales (pmoncayo.15@tamU.edu)
2026-07-16 - 10:23:57 AM CDT
-  Document emailed to Beauty Sanchez (b.sanchez@tamU.edu) for signature
2026-07-16 - 10:24:06 AM CDT
-  Agreement viewed by Pamela Moncayo-Morales (pmoncayo.15@tamU.edu)
2026-07-16 - 10:28:30 AM CDT
-  Email viewed by Beauty Sanchez (b.sanchez@tamU.edu)
2026-07-16 - 10:37:48 AM CDT
-  Agreement viewed by Beauty Sanchez (b.sanchez@tamU.edu)
2026-07-16 - 10:38:13 AM CDT
-  Beauty Sanchez (b.sanchez@tamU.edu) authenticated with Adobe Acrobat Sign.
2026-07-16 - 10:47:56 AM CDT
-  Document e-signed by Beauty Sanchez (b.sanchez@tamU.edu)
Signature Date: 2026-07-16 - 10:47:55 AM CDT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

✔ Agreement completed.

2026-07-16 - 10:47:55 AM CDT

EXHIBIT B

**Pre-Employment Or Pre-Service
Affidavit For Educational Entities**

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PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

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Section 2 - Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes ☒ No ☐
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes ☒ No ☐

Section 3 - Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☒
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☒

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i> <i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i>	Yes No ☐ ☒
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Section 4 – Declaration of Applicant

Brendaly Quinonez

01/14/2004

Name (First, Middle, Last)

Date of Birth

55 Garden St

Address (House/Unit # and Street Name)

Brownsville, Tx 78520

Address (City, State, Zip Code)

Brendaly Quinonez

07/15/2026

Brendaly Quinonez (Jul 15, 2026 13:22:42 CDT)

Signature

Date Signed

Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026

Final Audit Report

2026-07-15

Created:	2026-07-15 (Central Daylight Time)
By:	Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxONaX5CVmT3QeGy0lc9Yil8iCRcjbBYS
Documents:	Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026 (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
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"Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026" History

-  Document created by Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
2026-07-15 - 12:23:03 PM CDT
-  Document emailed to Brendaly Quinonez (brendaq191@tamu.edu) for signature
2026-07-15 - 12:23:17 PM CDT
-  Email viewed by Brendaly Quinonez (brendaq191@tamu.edu)
2026-07-15 - 1:09:43 PM CDT
-  Agreement viewed by Brendaly Quinonez (brendaq191@tamu.edu)
2026-07-15 - 1:17:49 PM CDT
-  Brendaly Quinonez (brendaq191@tamu.edu) authenticated with Adobe Acrobat Sign.
2026-07-15 - 1:22:43 PM CDT
-  Document e-signed by Brendaly Quinonez (brendaq191@tamu.edu)
Signature Date: 2026-07-15 - 1:22:42 PM CDT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-07-15 - 1:22:42 PM CDT

EXHIBIT B

**Pre-Employment Or Pre-Service
Affidavit For Educational Entities**

-FOLLOWING PAGE -

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

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Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes ☐ No ☒
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes ☒ No ☐

Section 3 - Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☒
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☒

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i> <i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i>	Yes No ☐ ☒
Have you ever been investigated by a licensing authority, or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?	Yes No ☐ ☒
Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?	Yes No ☐ ☒
Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency?	Yes No ☐ ☒

If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.

Section 4 – Declaration of Applicant

Lorena, Castillo

11/13/2002

Name (First, Middle, Last)

Date of Birth

1083 Squaw Valley Dr, Unit B

Address (House/Unit # and Street Name)

Brownsville, TX, 78520

Address (City, State, Zip Code)



Lorena Castillo (Jul 15, 2026 19:28:12 CDT)

Signature

07/15/2026

Date Signed

Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026

Final Audit Report

2026-07-15

Created:	2026-07-15 (Central Daylight Time)
By:	Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ1YFuVa-4reE5iRDczhq6u1_ICNfXL0Z
Documents:	Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026 (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026" History

 Document created by Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
2026-07-15 - 12:24:14 PM CDT

 Document emailed to Lorena Castillo (lore21703@gmail.com) for signature
2026-07-15 - 12:24:37 PM CDT

 Email viewed by Lorena Castillo (lore21703@gmail.com)
2026-07-15 - 7:25:33 PM CDT

 Agreement viewed by Lorena Castillo (lore21703@gmail.com)
2026-07-15 - 7:25:39 PM CDT

 Document e-signed by Lorena Castillo (lore21703@gmail.com)
Signature Date: 2026-07-15 - 7:28:12 PM CDT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

 Agreement completed.
2026-07-15 - 7:28:12 PM CDT

EXHIBIT B

**Pre-Employment Or Pre-Service
Affidavit For Educational Entities**

-FOLLOWING PAGE -

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

*Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.*

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 - Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes ☐ No ☒
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes ☒ No ☐

Section 3 - Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☒
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☒

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i> <i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i>	Yes No ☐ ☒
Have you ever been investigated by a licensing authority, or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?	Yes No ☐ ☒
Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?	Yes No ☐ ☒
Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency?	Yes No ☐ ☒

If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.

Section 4 – Declaration of Applicant

Maria Isabel Hernandez

03/31/2000

Name (First, Middle, Last)

Date of Birth

735 Saint James Dr

Address (House/Unit # and Street Name)

Brownsville, TX 78521

Address (City, State, Zip Code)


Maria Hernandez (Jul 15, 2026 12:28:50 CDT)

07/15/2026

Signature

Date Signed

Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026

Final Audit Report

2026-07-15

Created:	2026-07-15 (Central Daylight Time)
By:	Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX8R84kT1oR4SPut1BCdqEhpTAOPcm-23
Documents:	Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026 (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026" History

-  Document created by Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
2026-07-15 - 12:25:29 PM CDT
-  Document emailed to Maria Hernandez (maryisabelglz@gmail.com) for signature
2026-07-15 - 12:25:48 PM CDT
-  Email viewed by Maria Hernandez (maryisabelglz@gmail.com)
2026-07-15 - 12:26:06 PM CDT
-  Agreement viewed by Maria Hernandez (maryisabelglz@gmail.com)
2026-07-15 - 12:26:07 PM CDT
-  Document e-signed by Maria Hernandez (maryisabelglz@gmail.com)
Signature Date: 2026-07-15 - 12:28:50 PM CDT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-07-15 - 12:28:50 PM CDT

EXHIBIT B

**Pre-Employment Or Pre-Service
Affidavit For Educational Entities**

-FOLLOWING PAGE -

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

*Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.*

Section 1 - Penalties for Failure to Disclose Required Information

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Section 2 - Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes ☒ No ☐
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes ☒ No ☐

Section 3 - Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☒
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☒

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i> <i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i>	Yes No ☐ ☒
Have you ever been investigated by a licensing authority, or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?	Yes No ☐ ☒
Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?	Yes No ☐ ☒
Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency?	Yes No ☐ ☒

If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.

Section 4 – Declaration of Applicant

Nicole Isabella Dyer

03/14/2002

Name (First, Middle, Last)

Date of Birth

5265 Clearview Drive

Address (House/Unit # and Street Name)

Brownsville, TX 78526

Address (City, State, Zip Code)

Nicole Dyer (Jul 15, 2026 12:46:55 CDT)

07/15/2026

Signature

Date Signed

Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026

Final Audit Report

2026-07-15

Created:	2026-07-15 (Central Daylight Time)
By:	Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAufZvCR1FJRpstLwecXGchl86oNQ_vX62
Documents:	Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026 (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026" History

-  Document created by Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
2026-07-15 - 12:26:33 PM CDT
-  Document emailed to Nicole Dyer (nicole.dyer223@gmail.com) for signature
2026-07-15 - 12:26:48 PM CDT
-  Email viewed by Nicole Dyer (nicole.dyer223@gmail.com)
2026-07-15 - 12:42:10 PM CDT
-  Agreement viewed by Nicole Dyer (nicole.dyer223@gmail.com)
2026-07-15 - 12:42:11 PM CDT
-  Document e-signed by Nicole Dyer (nicole.dyer223@gmail.com)
Signature Date: 2026-07-15 - 12:46:55 PM CDT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-07-15 - 12:46:55 PM CDT

EXHIBIT B

**Pre-Employment Or Pre-Service
Affidavit For Educational Entities**

-FOLLOWING PAGE -

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

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Section 2 - Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes ☐ No ☒
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes ☒ No ☐

Section 3 - Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes ☐ No ☒
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes ☐ No ☒

Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?: • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i> <i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i>	Yes No ☐ ☒
Have you ever been investigated by a licensing authority, or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?	Yes No ☐ ☒
Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?	Yes No ☐ ☒
Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency?	Yes No ☐ ☒

If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.

Section 4 – Declaration of Applicant

Sophia, Marie, Ojeda

05/08/2003

Name (First, Middle, Last)

Date of Birth

3891 Ridge Trail

Address (House/Unit # and Street Name)

Brownsville, TX, 78520

Address (City, State, Zip Code)


Sophia Ojeda (Jul 15, 2026 13:33:41 CDT)

07/15/2026

Signature

Date Signed

Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026

Final Audit Report

2026-07-15

Created:	2026-07-15 (Central Daylight Time)
By:	Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqkseiaqT64gDhuQwRy6197kj3rsHC_1E
Documents:	Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026 (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"Supplementary Terms for MOU - Texas A&M Advise Texas and BISD - 06222026" History

-  Document created by Pamela Moncayo-Morales (pmoncayo.15@tamu.edu)
2026-07-15 - 12:27:43 PM CDT
-  Document emailed to Sophia Ojeda (sophia.ojeda78@gmail.com) for signature
2026-07-15 - 12:27:58 PM CDT
-  Email viewed by Sophia Ojeda (sophia.ojeda78@gmail.com)
2026-07-15 - 1:26:33 PM CDT
-  Agreement viewed by Sophia Ojeda (sophia.ojeda78@gmail.com)
2026-07-15 - 1:26:34 PM CDT
-  Document e-signed by Sophia Ojeda (sophia.ojeda78@gmail.com)
Signature Date: 2026-07-15 - 1:33:41 PM CDT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-07-15 - 1:33:41 PM CDT