A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, November 2, 2026, beginning at 6:00 PM in the Boardroom of the Administration Building, 801 South Ennis Street, Bryan, Texas 77803, where a quorum of the Board of Trustees will be present.

The subjects to be discussed, considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting agenda. A closed meeting may be held at any time during the open meeting as authorized by various sections of the Texas Government Code. When this occurs, a formal statement will be made by the president or presiding officer of the Board of Trustees.

1. **Call to Order**
2. **Welcome**
3. **Pledges of Allegiance to the United States and Texas Flags**
4. **Spotlight**
    - 4.A. Celebration and appreciation of Dr. Julie Harlin-Wolf's service on the Board of Trustees
    - 4.B. Celebration of Ginger Carrabine's selection as the Superintendent of the Year by the Texas Association of School Boards (TASB)
5. **Public Comment on Agenda Items**
6. **Board Member Reports**
    - 6.A. Intergovernmental Committee
    - 6.B. Executive Committee
7. **Information Items**
    - 7.A. Voter Approval Tax Rate Election (VATRE) Update
    - 7.B. A representative from the Texas Association of School Boards (TASB) will provide an overview of the District’s annual compensation review process
    - 7.C. Overview of the Bryan ISD calendar development process for 2027-2028
8. **Consent Agenda**
    - 8.A. Consider approval of the meeting minutes for October 19, 2026
    - 8.B. Consider approval of the Juvenile Justice and Youth Diversion Grant Resolution

RESOLUTION

WHEREAS, The Bryan ISD Board of Trustees finds it in the best interest of the citizens of Bryan that the program Juvenile Justice and Youth Diversion Grant Program (formerly titled: Justice Assistance Grant: Truancy Intervention Project) be operated for the **2026-2027** school year; and

WHEREAS, The Bryan ISD Board of Trustees agrees that in the event of loss or misuse of the Criminal Justice Division Funds, the Bryan ISD Board of Trustees assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The Bryan ISD Board of Trustees designates Linda Montoya, Executive Director of School Leadership as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

WHEREAS, The Bryan ISD Board of Trustees designates Kathy Arredondo, Finance and Grant Coordinator as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Bryan ISD Board of Trustees approves the grant #3299010 for the Juvenile Justice and Youth Diversion Grant Program to the Office of the Governor, Criminal Justice Division.

So resolved, Passed and Approved on this the 19th day of October, 2026.

Board President, Joel Bryan

Board Secretary, Ruthie Waller

Grant #3299010

8.C. Approval of Dietetic Internship Practicum Agreement with Texas A&M University

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AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND BRYAN INDEPENDENT SCHOOL DISTRICT

Texas A&M University, an agency and institution of higher education authorized under the laws of the State of Texas, and member institution of the Texas A&M University System, on behalf of its College of AG & Life Sciences -Nutrition ("Texas A&M") located at Texas A&M University, 600 John Kimbrough Blvd., 2402 TAMU, College Station, Texas 77843-2402, and Bryan Independent School District("Bryan ISD"), with its administrative offices located at 801 South Ennis Street, Bryan, Texas 77803, hereby establish an affiliation for the purpose of providing practicum experience for Texas A&M students. Texas A&M and Bryan ISD may be individually referred to as "Party" or collectively referred to as "Parties."

SCOPE OF PRACTICUM PLACEMENT:

Neither Texas A&M nor Bryan ISD will incur financial obligation to each other as a result of this Agreement. Texas A&M and Bryan ISD acknowledge that Texas A&M students will not provide services under this Agreement apart from their educational value.

TEXAS A&M AND BRYAN ISD JOINTLY AGREE:

1. The purposes of the practicum placement are:

   a. to provide learning activities which will assist Texas A&M students in meeting the objectives of coursework established by Texas A&M;

   b. to provide expanded capabilities for Texas A&M in providing services in consonance with the objectives of graduate education.

2. The term of this Agreement is for the 2027 - 2032 Texas A&M Academic Years. OR This Agreement commences on the date of signature by the last Party and continues for 5.00 year(s).

3. Either Party may terminate this Agreement upon giving thirty (30) days' prior written notice to the other Party, except that this Agreement will remain in effect as to any Texas A&M student participating in the practicum at Bryan ISD as of the effective date of termination for the remainder of the Bryan ISD academic year current as of the effective date of termination.
   .

4. Each party shall provide and maintain open channels of communication relative to the practicum through designated representatives.

5. Texas A&M shall establish practicum hours for students subject to approval by Bryan ISD. Texas A&M acknowledges that Texas A&M students will be subject to all applicable Bryan ISD policies and procedures while participating in the practicum. Texas A&M shall determine beginning dates, holidays, and ending dates for the practicum assignment.

6. The Parties shall ensure that educational experience provided is consistent with the curriculum requirements of Texas A&M and with the standards of the accrediting entity for the school or department of Texas A&M in which the students are enrolled.

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7. The Parties shall periodically review the program administered under this Agreement and, when appropriate, revise the program to meet Texas A&M's curriculum requirements and the standards of the accrediting entity.

8. In compliance with federal and state law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Texas A&M and Bryan ISD may not discriminate on the basis of race, sex, religion, color, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity in the administration of policies, programs, or activities; admission policies; or other programs or employment.

9. This Agreement does not prevent Bryan ISD from participating in any other program, nor does this Agreement prevent Texas A&M from placing Texas A&M students with other entities.

10. Neither Texas A&M nor Bryan ISD is responsible for providing personal liability or medical insurance covering Texas A&M students. Neither Bryan ISD nor Texas A&M assumes liability for the acts or omissions of its students arising in the course of this affiliation. Texas A&M students will be responsible for obtaining liability insurance coverage in an amount satisfactory to Bryan ISD.

Either Texas A&M or Bryan ISD may remove a student enrolled in the practicum if, in the opinion of either Party, the student is not making satisfactory progress in the practicum. Any student who does not satisfactorily complete the practicum or any portion thereof may repeat the practicum at Bryan ISD only with the written approval of both Parties.

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TEXAS A&M AGREES TO:

1. Bear responsibility for academic administrative elements of the practicum.

2. Designate and assign appropriate faculty to serve as representative to Bryan ISD.

3. Inform Bryan ISD of the name, address, and telephone number of the course instructors who will be available to assist Bryan ISD personnel, and who will be responsible to maintain on-going contact with Bryan ISD's designated representative.

4. Limit the activities of Texas A&M faculty at Bryan ISD to those functions required to fulfill the terms of this Agreement, unless otherwise agreed to by Bryan ISD.

5. Select the Texas A&M student or students who shall be placed at Bryan ISD, subject to the approval of Bryan ISD.

6. Notify Bryan ISD as soon as possible of the names and academic arrival date of the Texas A&M students.

7. Advise Texas A&M student or students selected that practicum is unpaid.

8. Provide information and assistance reasonably requested by Bryan ISD to implement a program of educational experiences suitable to each Texas A&M student, including students with disabilities, unless prohibited by federal or state law.

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9. Assign to Bryan ISD only those students who have fulfilled prerequisites for the educational experience.

10. Inform all Texas A&M students and personnel participating in the practicum that they are required to comply with the rules and regulations of Bryan ISD while on the premises of Bryan ISD and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Bryan ISD.

11. Provide Bryan ISD with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications when requested.

12. Ensure that students assigned to Bryan ISD are instructed as to Bryan ISD's requirement to maintain professional liability insurance coverage in amounts not less than $1,000,000.00 for each claim and an annual aggregate of $3,000,000.00.

13. Inform Texas A&M students and faculty members of their obligation to maintain confidentiality of all Bryan ISD matters, proceedings, and information to the extent required by law, including, but not limited to, the confidentiality requirements of the Family Educational Rights and Privacy Act ("FERPA") with respect to Bryan ISD students' records and information. This confidentiality shall extend beyond the termination of this Agreement.

14. Upon notice to Texas A&M by either the Texas A&M student or any other concerned party, inform Bryan ISD of any adverse circumstances to which Bryan ISD may be exposed as a result of the behaviors deemed to be dangerous by Texas A&M students.

In Process

15. Upon notice to Texas A&M, notify Bryan ISD of any complaint, claim, investigation, or lawsuit involving a Texas A&M practicum student arising from or relating to acts or omissions at Bryan ISD.

16. Notify Texas A&M students of his or her obligations to comply with Texas A&M and Bryan ISD rules, regulations, policies and procedures, state, and federal law in the performance of his or her duties as required by Texas A&M and Bryan ISD.

17. Accept overall responsibility for the education, evaluation, qualifications, and competency development of Texas A&M students.

18. If Texas A&M students will receive non-FERPA covered Protected Health Information, as that term is defined under HIPAA, as amended, during the placement, require students to obtain training in the legal requirements and practices concerning the:

    A. Confidentiality of patient information prior to assignment to Bryan ISD, which will include privacy and security standards established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§1320d et. seq., and regulations adopted under the act, as modified by the Health Information Technology for Economic and Clinical Health Act (HITECH) (P.L. 111-5), and regulations adopted under that act at 45 CFR Parts 160, 162, and 164. University will also instruct students in their responsibility to obtain education in Bryan ISD specific privacy and security requirements.

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19. Bryan ISD shall conduct full background checks of the students prior to any student entering Bryan ISD premises. Texas A&M students will agree to cooperate fully with this procedure. The background check includes a copy of the student's driver's license or state identification, and a complete criminal history record relating to the student from the Texas Department of Public Safety. Bryan ISD placement is subject to the approval of the outcome of the background check.

BRYAN ISD AGREES TO:

1. Provide initial and updated information to Texas A&M on Bryan ISD policies and procedures, staffing, and organization related to the practicum, and provide orientation sessions to inform Texas A&M students and personnel concerning the rules and regulations of Bryan ISD.

2. Allow the use of Bryan ISD material in Texas A&M classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by Texas A&M to maintain the confidentiality of all Bryan ISD material in compliance with federal and state laws.

3. Provide Texas A&M students with essential conditions and materials including suitable private office space, equipment, supplies, and clerical assistance necessary for accomplishment of the teaching/learning tasks.

4. Provide on-site supervision by a qualified Bryan ISD representative, approved by Texas A&M for designation as the practicum instructor, for not less than one hour per week and to provide coordination of practicum instruction and work supervision of Texas A&M students placed with Bryan ISD.

In Process

5. Bryan ISD will not provide wages, social security taxes, medical insurance, or workers' compensation insurance for Texas A&M students. Any work benefits that Bryan ISD receives are incidental to this learning experience, and Texas A&M students will not be compensated.

6. Comply with applicable state and federal workplace safety laws and regulations. If a Texas A&M student is exposed to an infectious or environmental hazard or other occupational injury while in Bryan ISD facilities, Bryan ISD, upon notice of the incident from the student, shall provide the emergency care as Bryan ISD provides to its employees. If Bryan ISD does not have the resources to provide such emergency care, Bryan ISD shall refer the student to the nearest emergency facility. Texas A&M shall inform the student that the student will be responsible for any financial charges generated.

7. Provide reasonable time for the Bryan ISD representative to prepare for and conduct conferences with Texas A&M students, and to consult with the representative(s) of Texas A&M.

8. Accept Texas A&M students for the practicum within the capability of Bryan ISD with the provision that said student may participate in any Bryan ISD programs and activities, as appropriate in the opinion of Bryan ISD.

9. Complete appropriate paperwork for Texas A&M students that is required by Texas A&M for performance evaluation and to inform Texas A&M of any concerns regarding the student.

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10. Provide an atmosphere for learning that is supportive and free from discrimination based on race, national origin, ethnicity, religion, gender, age, veteran status, disability, sexual preferences, or gender identity. In execution of this Agreement, Bryan ISD, its contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this Agreement.

11. Maintain sole responsibility for its Clients' care. For purposes of this Agreement, Client is defined as students and employees of Bryan ISD.

12. Obtain and maintain all licenses required for Bryan ISD and ensure that all Bryan ISD personnel are appropriately licensed.

GENERAL PROVISIONS:

1. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the practicum, Texas A&M hereby designates Bryan ISD as a school official with a legitimate educational interest in the educational records of the students who participate in the practicum to the extent that access to the records is required by Bryan ISD. Bryan ISD shall maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

2. **Execution and Modification.** This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by an authorized representative of each Party.

In Process

3. **Authorization.** Each individual executing this Agreement on behalf of any Party represents that he/she has authority to do so and thereby bind the Party on behalf of whom he/she signs.

4. **Assignment.** This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

5. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

6. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to practicum placements and supersedes all other written and oral agreements between the Parties with respect to the practicum placements. It is acknowledged that other contracts

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may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

7. **Responsibility.** Nothing in this Agreement is to be construed as transferring responsibility from one Party to another.

8. **Removal.** Bryan ISD shall further have the right to demand immediate removal of a Texas A&M student from its premises upon determination by the Bryan ISD administrator in charge that the student poses a threat to the safety of Byran ISD's students or personnel or to the orderly business functioning of Bryan ISD.

9. **Third Party.** This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created under this Agreement.

10. **Venue; Governing Law.** As required by Chapter 135 of the Texas Education Code, Brazos County, Texas will be the proper place of venue for suit on or in respect of the Agreement. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance**,** breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

11. **Dispute Resolution.** If a dispute, controversy, or claim arises out of or relates to this Agreement, the Parties shall make a good faith attempt to resolve the issues. If the dispute cannot be settled by the Parties, the Parties agree to follow the dispute resolution process set forth in Chapter 2260 of the Texas Government Code.

12. **Texas Public Information Act**. Notwithstanding any provisions of this Agreement to the contrary, the Parties understand that Bryan ISD will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

13. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. In the performance of their respective duties and obligations under this Agreement, both Parties are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for only its sole conduct. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Bryan ISD's service to Texas A&M. Except as specifically required under the terms of this Agreement, neither Party (or their representatives, agents, employees, and subcontractors) will represent themselves to be an agent or representative of the other Party. As an independent contractor, Bryan ISD is solely responsible for all its own taxes, withholdings, and other statutory or contractual obligations, including but not limited to workers' compensation insurance. Bryan ISD and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of Texas A&M and A&M System, including those applicable to conduct on its premises.

14. **Provisions.** Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent

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jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

15. **Counterparts**. This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

16. **Governmental Entities**. This Agreement shall not be interpreted as a waiver of governmental immunity by Bryan ISD as provided as set forth in the Texas Tort Claims Act; Texas Civil Practice and Remedies Code, Chapter 101.001 *et. seq*.

17. **Immunity**. Each Party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under the Agreement. Bryan ISD specifically does not waive or alter to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, members, officers, employees, and agents.

18. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. Texas A&M and Bryan 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:

In Process

Texas A&M:

Texas A&M University
Nutrition
498 Olsen Blvd
College Station, TX 77840
Attention: Alicia Gilmore
Telephone: 979-321-7081
Email: alicia.gilmore@ag.tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Telephone: 979-845-0099
Email: contracts@tamu.edu

Bryan ISD:

Bryan ISD
3851 Leonard Rd

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Bryan, TX 77807
Attention: Sandra Baxter
Telephone: 979-209-7057
Email: sandra.baxter@bryanisd.org

TEXAS A&M UNIVERSITY	**BRYAN ISD**
Signature	Signature Sandra Baxter
Name	Name
Title	Title
Date	Date

In Process

8.D. Approval of purchase over $50,000 for Special Education contracted services

9. **Action Items**

9.A. Consider approval of a resolution approving the 2026 assessed property value and property tax levy

10. **Closed Session**

10.A. Discuss issues pertaining to appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Texas Government Code 551.074

10.B. Discussion related to a public school student, wherein personally identifiable information will necessarily be revealed - Texas Government Code 551.0821

10.C. Discuss Issues related to the purchase, exchange, lease, or value of real property - Texas Government Code Section 551.072

11. **Reconvene in Open Session**

11.A. **Action Items**

11.A. Discuss, consider, and take possible action to adopt a resolution authorizing the sale of real property located at 711 North Houston Avenue, Bryan, Texas, and delegating authority to the Superintendent.

12. **Adjourn**

Posted: Tuesday, October 27, 2026, at 3:20 p.m.

For the Board of Trustees