



JUDSON INDEPENDENT SCHOOL DISTRICT

Meeting Date: December 18, 2025

Submitted By: Dr. Lacey Gosch
Title: Assistant Superintendent

Agenda Item: Consider and take action regarding approving the Memorandum of Understanding between Judson ISD and the US Department of Education, Impact Aid Program.

CONSENT ITEM

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding between the Judson ISD and the US Department of Education, Impact Aid Program.

IMPACT/RATIONALE:

This Memorandum of Understanding (MOU) is to allow Judson ISD to participate in the electronic data collection pilot project for the purposes of collecting data necessary to qualify federally connected children for Impact Aid funding. The Impact Aid Program sponsored by the US Department of Education, has developed and launched an electronic data system to collect information regarding eligible federally connected children. The goal of this pilot project is to reduce the administrative burden on the manual collection of the data and to create a set of best practices to assist other Local Education Agencies that may wish to develop their own electronic systems. There is no cost to the district in participating in the pilot project and will provide Judson ISD the ability to use the electronic data collection system to collect relevant data needed to receive Impact Aid funds through the program.

BOARD ACTION REQUESTED:

Approval/Disapproval



Memorandum of Understanding

Between

The U.S. Department of Education, Impact Aid Program

And

Judson Independent School District

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the U.S. Department of Education (the Department) and Judson Independent School District for the school district to participate in the electronic data collection pilot program in which Judson Independent School District will collect Impact Aid data electronically in a manner consistent with the Impact Aid program statute and regulations, and other relevant Federal laws.

Background

The Department requested proposals from local educational agencies (LEAs) that wished to develop and launch an electronic data system to collect information regarding eligible federally connected children for the Impact Aid program section 7003 application. The Pilot project goal is to reduce administrative burden and to create a set of best practices to assist other LEAs that may wish to develop their own electronic systems.

The Department anticipates Judson Independent School District will benefit from in-depth technical assistance from Impact Aid program staff and potentially increase efficiency and reduce costs associated with the Impact Aid data collection process.

Purpose

This MOU defines, in general terms, the basis on which the Department and Judson Independent School District will work together to:

1. Help Judson Independent School District develop an electronic data collection system that accurately counts eligible federally connected children, and that meets all statutory and regulatory requirements for the FY 2027 Impact Aid application, and
2. Assist the Department in developing a set of best practices that other LEAs can use that wish to develop electronic data collection systems that accurately count federally connected children in a manner that meets all statutory requirements.

The above goals will be accomplished by undertaking the following activities:

Technical Assistance

1. The Judson Independent School District will provide a web-based demonstration of the student information system and online registration system that Judson Independent School District will use for the electronic data collection to better educate staff on the mechanics of the system to facilitate targeted technical assistance that the Department will provide to Judson Independent School District.
2. The Department will review documentation related to Judson Independent School District's electronic data collection system through its software platforms and provide technical assistance to Judson Independent School District on any areas that the Department determines need changes to meet Impact Aid Program's statutory and regulatory requirements related to the collection.
3. The Department will work with Judson Independent School District staff and contractors to ensure that the collection meets all the requirements related to electronic certification of documentation as well as the security of Personally Identifiable Information (PII).

Data Collection

1. Judson Independent School District will undertake an electronic survey of its federally connected children for school year 2025-2026, for use in the FY 2027 Impact Aid application.

Judson Independent School District will supplement the electronic data collection with a paper collection to capture data not completed electronically. The paper forms will not be distributed before the district's survey date.

The electronic survey will be based on data collected and certified through the LEA's student information system using Skyward. The electronic information will be completed and then certified by the parent using unique user logon requirements.

2. Judson Independent School District will submit data collected from both the paper and electronic collections to the Department for review no later than March 31, 2026.
3. Judson Independent School District will submit a student count reflecting the combination of the electronic collection of data as well as the parent-pupil survey forms as approved by the Department.

Reporting

As part of the pilot, Judson Independent School District agrees to share lessons learned with the Department.

Confidentiality and Student Privacy

1. The Department will directly share lessons learned only with the Impact Aid LEA community and not with private companies. The Department may share information with the LEA community concerning best practices for electronic data collection that result from this MOU using a public information platform (e.g. ED.gov website).

2. Both parties agree to protect student privacy and to comply with the provisions of the Privacy Act of 1974 and with the Family Educational Rights and Privacy Act. We will only collect the minimum amount of PII that is necessary. This information will not be used for any additional purpose and will not be shared except for the purpose of lessons learned as described in this MOU.

Funding and Disclaimers

1. Nothing in this MOU constitutes an obligation of Federal funds, nor does this MOU give rise to a legally cognizable partnership or joint venture.
2. Judson Independent School District will receive no specific funds from the Impact Aid Program to implement electronic data collection; it will receive only the grant amount to which it is entitled under the Impact Aid law, pursuant to the usual application process. Each Party to this MOU agrees to bear its own costs in carrying out its responsibilities. There will be no transfer of funds between the Parties under this agreement. Additionally, no Party shall be authorized to bind the other without express prior written consent.
3. The Department will provide its technical assistance remotely through phone calls, teleconference, emails, or webinars, and the Department is not obligated to provide funding for either the Department staff or Judson Independent School District staff to travel for the purposes of this MOU.
4. Any reference in this document, or in any other documents resulting from this agreement, to software, products, proprietary materials, or services provided by Judson Independent School District, its contractors, or its suppliers, does not constitute an endorsement by the Department of those products or services. The opinions expressed in any materials produced by Judson Independent School District, its contractors, or its suppliers, does not necessarily reflect the positions or policies of the Department. The Department does not control or guarantee the accuracy, relevance, timeliness, or completeness of any outside information relating to this agreement. The Department will not endorse or advertise a non-government service, product, or enterprise.
5. Judson Independent School District may not use the official Department seal in any documents.
6. The Parties shall obtain prior written consent from each other prior to issuing any express release or other media advisory regarding the Partnership, or any project or event associated with the Partnership, within a reasonable period prior to publication of such press release or media advisory.
7. The Department may not exercise direction, control, or supervision over any curriculum or program of instruction at Judson Independent School District or any other educational institution, school, or school system.

8. This Memorandum is not intended to, and does not create, any right, benefit, or responsibility, substantive or procedural, enforceable at law or equity against any Party, its agencies or instrumentalities, its officers or employees, or any other person.

Amendment, Modification, and Termination

1. This MOU is at-will and may be modified in writing by mutual consent of authorized officials from the Department and Judson Independent School District.
2. This MOU shall become effective upon signature by the authorized officials from the Department and Judson Independent School District and will remain in effect until modified by mutual consent, or until terminated by either of the partners with or without cause.
3. In the absence of mutual agreement by the authorized officials from the Department and Judson Independent School District this MOU shall end one year from signature by both parties.

Contact Information

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Judson Independent School District
Dr. Milton Rob Fields, Superintendent of Schools