



Meeting Date: June 25, 2026

Submitted By: Dr. Mary Duhart-Toppen
Title: Deputy Superintendent

Agenda Item: Consider and take action regarding approving INTERLOCAL AGREEMENT BETWEEN JUDSON INDEPENDENT SCHOOL DISTRICT AND TEXAS A&M UNIVERSITY – SAN ANTONIO for College Advising Corps

CONSENT ITEM

RECOMMENDATION:

The Board would approve the INTERLOCAL AGREEMENT BETWEEN JUDSON INDEPENDENT SCHOOL DISTRICT AND TEXAS A&M UNIVERSITY – SAN ANTONIO for College Advising Corps.

IMPACT/RATIONALE:

This Interlocal Agreement outlines the partnership between near-peer college advisors from Texas A&M University-San Antonio College Advising Corps and JISD. The cost is \$12,000 per advisor with a total cost of \$48,000 for JHS, WHS, VMHS, and JECA

Advisers assist school counselors to provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial-aid applications; and enroll successfully at the schools they eventually choose. The program aims to increase the number of low-income, first-generation, and underrepresented students entering and completing higher education.

BOARD ACTION REQUESTED:

Approval/Disapproval

**INTERLOCAL AGREEMENT
BETWEEN
JUDSON INDEPENDENT SCHOOL DISTRICT
AND
TEXAS A&M UNIVERSITY – SAN ANTONIO**

This Contract (“Contract”) is entered into by and between **Judson Independent School District** (“District”), and **Texas A&M University – San Antonio**, a state agency of the State of Texas, acting by and through its duly authorized representative (“University”), (together, the “Parties”).

Judson ISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

Judson High School
Judson Early College Academy
Wagner High School
Veterans Memorial High School

WITNESSETH:

WHEREAS, the Parties enter into this Contract in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties have come to an agreement regarding mutually advantageous terms for University to provide educational services (“Summer Institute”) to District’s Head Start Program funded by the U.S. Department of Health and Human Services; and **NOW, THEREFORE**,

I. TERM

1.1 This MOU will commence on the Effective Date (the “Term”) through June 30, 2027, unless sooner terminated as provided herein. Either Party may terminate this MOU effective upon thirty (30) days’ written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.

II. SCOPE OF SERVICES

1.1 The Parties desire to employ near-peer college advisers to serve the students of the "District". The program's advisers assist school counselors, teachers, and administrators to increase college-going rates in the schools they serve. Advisers assist school counselors to provide admissions and financial aid advising students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial-aid applications; and enroll successfully at the schools they eventually choose. The program aims to increase the number of low-income, first-generation, and underrepresented students entering and completing higher education. An additional purpose of this MOU is to set forth the terms and conditions under which the "District" will permit **Texas A&M University-San Antonio College Advising Corps** and the Advisers to access and/or otherwise use student record data collected by the "District" 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"). The "District's disclosure of FERPA

Data to **Texas A&M University-San Antonio College Advising Corps** and the Adviser will be for (1) CAC conducting an ongoing program evaluation and (2) the Advisers performing an institutional service or function for which the "District" high schools would otherwise use employees under ("the School Officials Exception").

1.2 Texas A&M University-San Antonio College Advising Corps intends to:

1. Work collaboratively to develop and implement a program and services that
 - a. foster access to post-secondary education and
 - b. include relevant programming for all students, grades 9-12.
2. Work collaboratively to
 - a. outline current school-based efforts to foster access to postsecondary education.
 - b. review **Texas A&M University-San Antonio College Advising Corps'** program and services to ensure that they complement and extend these existing efforts; and
 - c. establish clear and mutually agreeable timelines for the implementation of the **Texas A&M University-San Antonio College Advising Corps** program and services.
3. See the adviser as a professional, well-trained resource for students around college access who will work in collaboration with school counselors to increase the number of low-income, first generation, and underrepresented students entering and completing higher education.
4. Identify, recruit, and hire Advisers as employees of **Texas A&M University-San Antonio College Advising Corps** to serve The "District" for an average of 16-32 hours per week on campus at their school site, and 8-16 hours in a hybrid capacity off campus during the term beginning in August 2026 and ending on June 30, 2027. Generally, advisers will:
 - a. Assist in fostering a college-going culture in the partner high school.
 - b. Meet one-on-one and in groups, both virtually and in-person with students from all grades, and intensively with seniors and juniors, to help them research and identify multiple best-fit postsecondary institutions.
 - c. Utilize an AI Chatbot through College Advising Corps to advise and support students in the post-secondary process.
 - d. Make classroom presentations on college planning, admissions, and financing processes.
 - e. Organize campus tours to a variety of colleges so that students, grades 9-12, can envision themselves as college students and determine what type of institution is a "best fit".
 - f. Organize campus rep visits and ensure that students participate.
 - g. Organize college fairs at the schools and take students to off-site college fairs.
 - h. Assist students with FAFSA/TASFA completion so they meet deadlines to qualify for financial aid and scholarships.
 - i. Help students access SAT/ACT registration fee waivers and assist them with SAT/ACT registration.
 1. Help students complete admissions and scholarship applications and admissions essays.
 - J. Advise and provide college preparation, application, admission, and enrollment information to family members.
 - k. Organize college-planning workshops for students and families, focusing on financial literacy and budgeting-for-college.
 - l. Conduct college eligibility analysis with students including course requirement advisement.

- m. Organize events to celebrate college-going (e.g., College Decision Day).
 - n. Participate in intensive pre-service training in July and August; and
 - o. Participate in monthly and other required training throughout the year.
 - p. Focus strictly on college advisement to the exclusion of any other types of counseling, case management etc.
 - q. Support senior transition to support post-secondary decisions throughout spring and early summer.
5. Provide necessary and ongoing training, support, and professional development to each **Texas A&M University-San Antonio College Advising Corps** adviser that will allow the adviser to fulfill his or her responsibilities to the "District" and its students.
 6. Employ a full-time Program Director who will:
 - a. Supervise each adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement.
 - b. Work closely with the on-site high school liaison assigned by the "District" to ensure that the relationship between each adviser, credentialed counselor(s) and the "District" remains strong and that each adviser is effectively assisting the school counselor(s) in serving students and advancing the goals of **Texas A&M University-San Antonio College Advising Corps** and the "District."
 - c. Meet with school-level post-secondary leadership teams.
 - d. Engage in regular dialogue with school teams around strategic collaboration and assess progress towards the goals.
 - e. Re-evaluate the work plan and adjust as needed but at least on an annual basis.
 - f. Serve as the main liaison between the principal of the "District" and CAC, meeting at least once per year to review the partnership and ensure that its goals are being met.
 - g. Work with the on-site supervisor to establish a mutually agreeable work schedule for each adviser.
 - h. Visit the school at least twice per academic year.
 - i. Provide semester-based impact reports and an end-of-year report to Judson ISD to demonstrate Adviser impact.
 7. Pay the salary of the adviser, as well as any benefits that may be provided, and manage the administration of salary and benefits.
 8. Keep any student-level data provided by the "District" strictly confidential, in accordance with District policy, applicable local, state, and federal law, except as may be required by law or regulation or under subpoena. A basic set of data security procedures, which are generally used to protect personally identifiable information, will be utilized by the project. These procedures include:
 - a. Informing project staff of data sensitivity and data safeguards being employed and following all required CAC data security procedures when handling or transferring data.
 - b. Restricting access to shared file spaces, by restricting online access to project staff members.
 - c. Restricting access to files stored on staff members' computers via encryption and password protection.
 - d. Destroying all raw data following the specified evaluation period.

- e. Maintaining a current data sharing agreement with Evaluation and Assessment Solutions for Education (EASE), the designated external evaluation partner, to outline data security procedures when handling or transferring data.
9. Ensure that **Texas A&M University-San Antonio College Advising Corps** staff participate in necessary fingerprinting and criminal background check per the District's policy according to the Statute from Senate Bill 9.

1.3 The "District" intends to:

1. Work collaboratively to develop and implement a program and services that
 - a. foster access to post-secondary education and
 - b. include relevant programming for all students, grades 9-12.
2. Work collaboratively to
 - a. outline current school-based efforts to foster access to postsecondary education.
 - b. review **Texas A&M University-San Antonio College Advising Corps'** program and services to ensure that they complement and extend these existing efforts; and
 - c. establish clear and mutually agreeable timelines for the implementation of the **Texas A&M University-San Antonio College Advising Corps** program and services.
3. See the adviser as a professional, well-trained resource for students around college access who will work in collaboration with school counselors to increase the number of low-income, first generation, and underrepresented students entering and completing higher education.
4. Welcome each adviser and work actively to facilitate the partnership **Texas A&M University-San Antonio College Advising Corps** services and any college-access, admissions, or financial-aid advising already present at the "District".
5. Treat each adviser as a member of the "District" team with participation in post- secondary committee planning team meetings
6. Supply **Texas A&M University-San Antonio College Advising Corps** (including its advisers and project staff) reasonable access to student-level data (for example, name, date of birth, phone numbers, email, school profile, background characteristics, school course schedule, academic transcripts, 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. Allow **Texas A&M University-San Antonio College Advising Corps** to provide access to student-level data to College Advising Corps external evaluator, Evaluation and Assessment Solutions for Education, (referred to as EASE), for purposes of program evaluation and ongoing program improvement. CAC and EASE may continue to maintain education records or personally identifiable student information for purposes of ongoing evaluation (specifically, evaluating 6-year college graduation rates). Unless otherwise directed, CAC and EASE shall destroy all education records and personally identifiable student information within 6 years of termination of the Agreement as required by the agreement. CAC and EASE shall destroy this information in accordance with acceptable industry standards for secure and comprehensive destruction of sensitive data. At the end of the 6-year period, CAC and EASE shall provide written confirmation that all education records and personally identifiable student information has been securely destroyed.

8. Allow each **Texas A&M University-San Antonio College Advising Corps** adviser to use College Advising Corps data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
9. For the purposes of accurate advising, grant reporting, and program evaluation, provide advisers direct login and access to multiple student and school information systems including but not limited to the following: Email, Remind, College Board's K12 Educator Portal, School Links, Ascender, Skyward, etc. Access is provided with the understanding that such data will be kept strictly confidential by CAC, in accordance with applicable local, District, state, and federal law, except as may be required by law or regulation or under subpoena. If any of the listed systems are replaced or systems are expanded or changed during the time of this agreement, advisers to be granted access to the new systems as well.
10. Ensure Adviser is not arbitrarily 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. 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.
13. Designate an on-site liaison at each high school, who will:
 - a. Serve as each **Texas A&M University-San Antonio College Advising Corps** adviser's primary liaison and supervisor (within the limitations of this agreement) within the "District", facilitating each adviser's integration into the life at the "District" and providing appropriate supervision, leadership, advice and counsel.
 - b. Work with the school site administration and staff to ensure each adviser has all the necessary access to complete the tasks toward the goals outlined in this agreement.
 - c. Work closely with the **Texas A&M University-San Antonio College Advising Corps** program director to ensure that the relationship between each adviser and the "District" remains strong and that each adviser is effectively serving students and advancing the goals of CAC.
 - d. Provide input regarding each adviser's contributions; Work with the **Texas A&M University-San Antonio College Advising Corps** program director to establish a mutually agreeable work schedule for each adviser.
 - e. Meet with school-level post-secondary leadership teams.
 - f. Engage in regular (monthly, etc.) dialogue with school teams and program director around strategic collaboration and to assess progress towards the goals.
 - g. Re-evaluate the work plan and adjust as needed but at least on an annual basis.
 - h. Serve as a liaison between the principal of the "District" and **Texas A&M University-San Antonio College Advising Corps**, meeting at least once per year to review the partnership and ensure that its goals are being met.
 - i. Review and verify the accuracy of weekly AmeriCorps timesheets for the Adviser and consult with the Program Director if any issues arise.
 - j. Communicate clearly, both to each adviser and to the Program Director, any policies and procedures with which the adviser is expected to comply. If there are any issues with performance or misconduct by an adviser, the District shall notify **Texas A&M University-San Antonio College Advising Corps** immediately as the adviser's employer. **Texas A&M**

University-San Antonio College Advising Corps will take the requisite steps for disciplinary action, depending on the severity of the situation and in compliance with mandatory reporting laws, with the District's input **Texas A&M University-San Antonio College Advising Corps'** sole and ultimate discretion. The school or onsite liaison will not act to discipline, change the job description or duties or suspend an adviser without the previous written consent of **Texas A&M University-San Antonio College Advising Corps**, except in cases where required for immediate child safety issues. And in such cases, the liaison or district will contact the Program Director immediately. The District has the authority to determine whether an adviser can remain on its campus serving District students.

14. Contribute to and participate in the delivery of **Texas A&M University-San Antonio College Advising Corps** training, as appropriate.
15. Each school site will support the planning and execution of an annual Decision Day event. The purpose of Decision Day is to: celebrate seniors' higher education decisions; build the college-going culture on campus by exposing students of other grades to the seniors' higher education plans; and reduce the effects of "summer melt" on seniors. Where practicable, Decision Day should be an event open to the largest cross-section of the school population as possible.
16. Allow the adviser to disseminate and collect the annual College Advising Corps student surveys.
17. Provide each adviser with all the equipment, access, and supplies that an equivalent district employee would use to complete equivalent work. These will include but are not limited to dedicated and appropriate working/meeting space for each adviser, including a functioning computer with internet access and ready access to phone and voicemail, fax, photocopier, printer and sufficient office supplies.
18. Provide each adviser with a comprehensive orientation to the "District", with introductions to key administrators, teachers, and staff, as well as an overview of the mission and culture of the school. Introduce each adviser or provide opportunities to introduce him/herself to the entire student body en masse.
19. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications including suggesting the replacement of a counselor or counseling position with an adviser.
20. Support in providing the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purpose of effectively advising students.
21. Ensure that a misassignment does not occur by requiring the role of an adviser to be an assistant to the credentialed school counselor, and that the credentialed counselor maintains responsibility for his/her caseload of students.
22. **PROGRAM EVALUATION**
 1. External funding for the Texas A&M University-San Antonio College Advising Corps program is provided by both the National College Advising Corps (CAC) and the Texas

Higher Education Coordinating Board (THECB). As a condition of external funding, the program will be evaluated on an ongoing basis.

2. Data will be collected and managed through an evaluation team affiliated with Stanford University and contracted by the CAC. The District/School is expected to provide all necessary data requested by the evaluation team and CAC. Data will be used for program evaluation and educational purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate, and no individual student will be identified.
3. 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, 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.
4. Texas A&M University-San Antonio College Advising Corps will comply with applicable Family Educational Rights and Privacy Act (FERPA) provisions and agrees to protect any confidential student information it receives or accesses that could make a student's identity traceable.

III. FUNDING TERMS AND CONDITIONS

- a. The District agrees to contribute \$12,000 per full-time AdviseTX College Adviser to support program operations and costs for the 2026–2027 academic year. The District will identify and secure funding sources to meet this obligation. The total required contribution, based on the number of advisers and participating high schools will be determined through mutual agreement between the District and Texas A&M University–San Antonio.
- b. Payment in full shall be made within sixty days of the beginning of the contract term.

IV. INDEPENDENT CONTRACTOR

- 4.1 District understands and agrees that University is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of the University, and that University is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that the University shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. University understands and agrees that District shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the University under this Contract and that the University has no authority to bind the District.

V. CONFIDENTIALITY

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by the University under this Contract shall be disclosed or made available to any individual (not including the student him or herself) or organization by University without the express prior written approval of the District. If University receives such a request, University will inform the District immediately.
- 5.2 University shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that University may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting District's right of access to records or other information under this Contract.
- 5.3 Each party acknowledges that the other must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in response to any request for public information related to this Contract. This obligation supersedes any conflicting provisions of this Contract.

VI. OWNERSHIP OF DOCUMENTS

- 6.1 In accordance with Texas law, University acknowledges and agrees that all government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of University pursuant to the Contract shall be the subject of any copyright or proprietary claim by University.
- 6.2 University shall notify the District immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this Contract.

VII. RIGHT OF REVIEW AND RECORDS RETENTION

- 7.1 University and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the District at their respective offices, at all reasonable times and as often as District may deem necessary during the Contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by District and any of its authorized representatives.
- 7.2 University shall retain any and all documents produced as a result of services provided hereunder for a period of five (5) years (hereafter referred to as "retention period") from the date of termination of the Contract. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, University shall retain the records until the resolution of such litigation or other such questions. University acknowledges and agrees that District shall have access to any and all such documents reasonable times, as deemed necessary by District, during said retention period. District may, at its election, require University to return the documents to District at District's expense prior to or at the conclusion of the retention period. In such event, University may retain a copy of the documents.

VIII. LICENSES AND CERTIFICATIONS

- 8.1 University warrants and certifies that University and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that University meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

IX. COMPLIANCE

- 9.1 This Contract is funded wholly or in part by the U.S. Department of Health and Human Services through the Head Start grant (Assistance Listing #93.600). University shall provide and perform all services under this Contract in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the University to suspension of payments, termination of Contract, and debarment and suspension actions
- 9.2 University certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this Contract, University understands and agrees to comply with Texas A&M University System Policy 8.01, *Civil Rights Protection and Compliance*, and shall comply with all applicable legal requirements prohibiting discrimination. Also, University certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Age Discrimination Act of 1975, as amended;
 - d. Title IX of the Education Amendments of 1972, as amended; and
 - e. All applicable regulations implementing the foregoing laws.

X. CONFLICT OF INTEREST

- 10.1 The Charter of the District of San Antonio and its Ethics Code prohibit a District officer or employee, as those terms are defined in District's Ethics Code, from having a financial interest in any Contract with District or any District agency such as District owned utilities. An officer or employee has a "prohibited financial interest" in a Contract with the District or in the sale to District of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the Contract or sale: a District officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a District contract, a partner or a parent or subsidiary business entity.
- 10.2 University warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents performing on this Contract are neither a District officer nor an employee as defined by Section 2-52 (e) of District's Ethics Code. University further warrants and certifies that it has tendered to District a Discretionary Contracts Disclosure Statement in compliance with District's Ethics Code.

XI. INSURANCE

- 11.1 University and the District each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

XII. LIABILITY

- 12.1 The Parties acknowledge each is a political subdivision and an agency of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et. Seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. The Parties shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this Contract.**

XIII. NON-DISCRIMINATION

- 13.1 As a condition of entering into this Contract, University represents and warrants that it will not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, or customers, nor shall University retaliate against any person for reporting instances of such discrimination. University shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities.

XIV. TERMINATION

- 14.1 For purposes of this Contract, "termination" shall mean termination by expiration of the Contract term or earlier termination pursuant to any of its provisions.
- 14.2 **TERMINATION BY NOTICE:** The Contract may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) days after receipt of the notice by the other party.
- 14.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this Contract, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, the non-defaulting party may elect to terminate this Contract, in whole or in part, upon written notice, as of the date provided in the notice.
- 14.4 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, and the Contract may not be continued by severance of the prohibited duties, this Contract shall automatically terminate as of the effective date of such prohibition.

- 14.5 **NON-APPROPRIATION:** In the event that through action or no action initiated by District, District's legislative body does not appropriate funds for the continuation of this Contract and has no funds to do so from other sources, this Contract may be terminated. To effect this termination, District shall, thirty (30) days prior to the period for which funds are not appropriated, send University written notice stating that District failed to appropriate funds.
- 14.6 **EFFECT OF TERMINATION:** Upon the effective date of expiration or termination of this Contract University shall cease all operations of work being performed by University or any of its approved subcontractors pursuant to this Contract. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from University to the District or to such person(s) as the District may designate, if so requested by District; otherwise, the documents shall be retained by University in accordance with Article VII, Right of Review and Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date.
- 14.7 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the District), University shall submit to the District, its claim, in detail, for the monies owed by the District for services performed under this Contract through the effective date of termination. .
- 14.8 Upon termination of this Contract, the District may immediately commence an audit of University's books, accounts, and records. Within thirty (30) days after being notified by the District of the results of said audit, University shall pay the District any undisputed amount shown by said audit to be owed the District.
- 14.9 Termination not sole remedy. In no event shall either Party's action of terminating this Contract, whether for cause or otherwise, be deemed an election of that Party's remedies, nor shall such termination limit, in any way, at law or at equity, that Party's right to seek damages from or otherwise pursue the other Party for any default hereunder or other action.

XV. AMENDMENT

- 15.1 Except where the terms of this Contract expressly provide otherwise, any amendment to this Contract shall not be binding on the Parties unless such amendment be in writing, executed by both District and University, and dated subsequent to the date hereof.
- 15.2 It is understood and agreed by the Parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Contract and such changes shall be automatically incorporated into this Contract without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

- 16.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

DISTRICT

Judson Independent School District
Attn: Dr. Robert Jaklich,
Interim Superintendent
8012 Shin Oak Drive
Live Oak, TX 78233
Phone: (210) 945-5100
Email: rjaklich@judsonisd.org

UNIVERSITY

Texas A&M University – San Antonio
Attn: Stephanie Gonzalez,
Director of Advise TX
One University Way
San Antonio, Texas 78224
Phone: (210) 784-1625
Email: sgonzalez6@tamusa.edu

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XVII. LEGAL AUTHORITY

- 17.1 The person signing on behalf of the University represents and warrants and certifies that he has full legal authority to execute this Contract on behalf of University and has authority to bind University to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

- 18.1 University shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this Contract. University shall obtain prior written approval from District before assigning or subcontracting any responsibilities under this Contract. The violation of this provision by the University shall not release University from any obligation under the terms of this Contract, nor shall it relieve or release University from the payment of any damages to District which District sustains as a result of such violation.
- 18.2 Any services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the District, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this Contract shall be the responsibility of the University. District shall in no event be obligated to any third party, including any subcontractor of the University, for performance of services or payment of fees.

XIX. SUCCESSORS AND ASSIGNS

- 19.1 This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, University may not assign this Contract without prior written consent of District in accordance with Article XVIII hereof.

XX. NON-WAIVER

- 20.1 Unless otherwise specifically provided for in this Contract, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have

been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. VENUE AND GOVERNING LAW

21.1 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.

XXII. SEVERABILITY

22.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future laws during the term of this Contract, including any extension, it is the intention of the Parties hereto that the remainder of the Contract shall not be affected thereby, and that in lieu of each clause or provision of the Contract that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the Contract.

ENTIRE AGREEMENT

23.1 Each Article in this agreement is an essential part of the Contract, which governs the rights and duties of the Parties. This Contract, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. No other agreements, oral or otherwise regarding the matters of this Contract shall be deemed to exist or to bind the Parties unless same be executed in accordance with Section XV.

FULLY EXECUTED the date of the last party to sign below.

DISTRICT

Judson Independent School District

Dr. Robert Jaklich, Interim Superintendent

Date

UNIVERSITY

Texas A&M University–San Antonio

Dr. Salvador Hector Ochoa President

Date