



JUDSON INDEPENDENT SCHOOL DISTRICT

Meeting Date: July 31, 2025

Submitted By: Cecilia Davis
Title: Deputy Superintendent

Agenda Item: Consider and take action regarding approving the 2025-2026 Memorandum of Understanding (MOU) between Texas A&M University-San Antonio and Judson Independent School District for college advisors.

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board approve the 2025-2026 Memorandum of Understanding (MOU) between Texas A&M University-San Antonio and Judson Independent School District for college advisors and delegate the authority to the Superintendent or his designee to execute all contracts and related documents necessary to complete this project.

IMPACT/RATIONALE:

This MOU outlines the partnership between near-peer college advisors from Texas A&M University-San Antonio College Advising Corps and JISD. There is no cost to the District beyond the provision of basic office supplies to facilitate the work. Advisors 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. This past semester, Advisors held 2077 one-on-one meetings with students, worked with 240 senior parents, and helped 593 students apply for financial aid.

BOARD ACTION REQUESTED: **Approval/Disapproval**

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into and shall be effective upon execution (the "Effective Date"), by and between **Texas A&M University-San Antonio** (referred to as "**A&M-SA**"), an agency of the State of Texas and a member of The Texas A&M University System ("Member"), on behalf of Texas A&M University-San Antonio College Advising Corps (referred to as "CAC"), and **Judson Independent School District** ("**District**"). **A&M-SA** and **District** are sometimes hereafter referred to as "Party" individually and as "Parties" collectively.

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

- Judson High School
- Judson Early College Academy
- Wagner High School
- Vaternals Memorial High School

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to employ near-peer college advisers to serve the students of the **District** (The "Program"). 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 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. An additional purpose of this MOU is to set forth the terms and conditions under which the **District** will permit CAC 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 PU is herein referred to as "FERPA Data"). **District's** disclosure of FERPA Data to CAC 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 34 CFR § 99.31(a)(1)(i)(B) ("the School Officials Exception").
- 1.3 **A&M-SA** intends to:

- a. Work collaboratively to develop and implement a program and services that:
 - i. Foster access to post-secondary education, and
 - ii. Include relevant programming for all students, grades 9-12.
- b. Work collaboratively to:
 - i. Outline current school-based efforts to foster access to postsecondary education;
 - ii. Review CAC's program and services to ensure that they complement and extend these existing efforts; and
 - iii. Establish clear and mutually agreeable timelines for the implementation of the CAC program and services.
- c. 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.
- d. Identify, recruit, and hire an adviser as employees of CAC to serve **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 2025 and ending on June 30, 2026. Generally, advisers will:
 - i. Assist in fostering a college-going culture in the partner high school;
 - ii. 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;
 - iii. Utilize an AI Chatbot through CAC to advise and support students in the post-secondary process;
 - iv. Make classroom presentations on college planning, admissions, and financing processes;
 - v. Organize campus tours to a variety of colleges so that students, grades 9-12, can envision themselves as a college student and determine what type of institution is a "best-fit";
 - vi. Organize campus rep visits and ensure that students participate;

- vii. Organize college fairs at the schools and take students to off-site college fairs;
 - viii. Assist students with FAFSA/TASFA completion so they meet deadlines to qualify for financial aid and scholarships;
 - ix. Help students access SAT/ACT registration fee waivers and assist them with SAT/ACT registration;
 - x. Help students complete admissions and scholarship applications and admissions essays;
 - xi. Advise and provide college preparation, application, admission, and enrollment information to family members;
 - xii. Organize college-planning workshops for students and families, focusing on financial literacy and budgeting-for-college;
 - xiii. Conduct college eligibility analysis with students including course requirement advisement;
 - xiv. Organize events to celebrate college-going (e.g., College Decision Day);
 - xv. Participate in intensive pre-service training in July and August; and
 - xvi. Participate in monthly and other required training throughout the year.
- e. Focus strictly on college advisement to the exclusion of any other types of counseling, case management, etc.
 - f. Provide necessary and ongoing training, support, and professional development to each CAC adviser that will allow the adviser to fulfill his or her responsibilities to the **District** and its students.
 - g. Employ a full-time Program Director who will:
 - i. Supervise each adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement;
 - ii. 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 CAC and the **District**;
 - iii. Meet with school-level post-secondary leadership teams;
 - iv. Engage in regular dialogue with school teams around strategic

collaboration and to assess progress towards the goals;

- v. Re-evaluate the work plan and make adjustments as needed but at least on an annual basis;
 - vi. 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;
 - vii. Work with the on-site supervisor to establish a mutually agreeable work schedule for each adviser; and
 - viii. Visit the school at least twice per academic year.
- h. Pay the salary of the adviser, as well as any benefits that may be provided, and manage the administration of salary and benefits.
 - i. 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:
 - i. Informing project staff of data sensitivity and data safeguards being employed and following all required CAC data security procedures when handling or transferring data;
 - ii. Restricting access to shared file spaces, by restricting online access to project staff members;
 - iii. Restricting access to files stored on staff members' computers via encryption and password protection;
 - iv. Destroying all raw data following the specified evaluation period;
 - v. 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; and
 - vi. Ensure that CAC staff participate in necessary fingerprinting and criminal background check per the **District's** policy according to the Statute from Senate Bill 9.

1.4 **District** intends to:

- a. Work collaboratively to develop and implement a program and services that:

- i. Foster access to post-secondary education, and
 - ii. Include relevant programming for all students, grades 9-12.
- b. Work collaboratively to:
 - i. Outline current school-based efforts to foster access to postsecondary education;
 - ii. Review CAC's program and services to ensure that they complement and extend these existing efforts; and
 - iii. Establish clear and mutually agreeable timelines for the implementation of the CAC program and services.
- c. 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.
- d. Welcome each adviser and work actively to facilitate the partnership CAC services and any college-access, admissions, or financial-aid advising already present at the **District**.
- e. Treat each adviser as a member of the **District** team with participation in post-secondary committee planning team meetings.
- f. Supply CAC (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.
- g. Allow CAC to provide access to student-level data to CAC 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.

- h. Allow each CAC adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
- i. 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.
- j. 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.).
- k. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
- l. 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.
- m. Designate an on-site liaison at each high school, who will:
 - i. Serve as each CAC adviser's primary liaison and supervisor (within the limitations of this agreement) within **District**, facilitating each adviser's integration into the life at **District** and providing appropriate supervision, leadership, advice and counsel;
 - ii. 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;
 - iii. Work closely with the CAC 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;
 - iv. Provide input regarding each adviser's contributions; Work with the CAC program director to establish a mutually agreeable work schedule for each adviser;
 - v. Meet with school-level post-secondary leadership teams;

- vi. Engage in regular (monthly, etc.) dialogue with school teams and program director around strategic collaboration and to assess progress towards the goals;
 - vii. Re-evaluate the work plan and make adjustments as needed but at least on an annual basis;
 - viii. 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;
 - ix. Review and verify the accuracy of weekly AmeriCorps timesheets for the Adviser and consult with the Program Director if any issues arise; and
 - x. 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 CAC immediately as the adviser's employer. CAC 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 CAC's 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 CAC, except in cases where required for immediate child safety issues. And in such cases, the liaison or district will contact the Program Director immediately. **District** has the authority to determine whether an adviser can remain on its campus serving **District** students.
- n. Contribute to and participate in the delivery of CAC training, as appropriate.
 - o. 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.
 - p. Allow the adviser to disseminate and collect the annual CAC student surveys.
 - q. Provide each adviser 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.

- r. 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.
- s. 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.
- t. Support with providing **A&M-SA** (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
- u. 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.

1.5 Program Evaluation

- a. External funding for the CAC 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.
- b. Data will be collected and managed through an evaluation team affiliated with Stanford University and contracted by the CAC. **District** 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.
- c. 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.
- d. CAC 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.

Article 2

- 2.1 This **Article 2** is intended to be legally binding on the Parties.

- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article I, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates delivered within thirty (30) days of the disclosure to the other Party.
- a. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
 - b. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
 - c. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
 - d. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except

that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.

- 2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.
- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on the Effective Date and continues through June 30, 2027 (the "Term"), unless sooner terminated as provided herein, not to exceed a total Term of five (5) years. 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.
- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation, or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against **A&M-SA** is to be in the county in which the principal office of **A&M-SA's** governing officer is located.
- 2.9 Any notice required or permitted under this MOU must be in writing and in English and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

a. **A&M-SA:** Texas A&M University-San Antonio
One University Way
San Antonio, Texas 78224
Name: Stephanie Gonzalez
Title: Director of Advise TX
Phone: (210) 784-1625
Email: sgonzalez6@tamus.edu

b. **District:** Judson Independent School District
8012 Shin Oak Drive
Live Oak, TX 78233
Name: Dr. Milton R. Fields III
Title: Superintendent
Phone: (210) 945-5100
Email: mfields@judsonisd.org

- 2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- 2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.12 This MOU is assignable only with the written consent of both Parties.
- 2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- 2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.15 **A&M-SA** is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. **District** expressly acknowledges that **A&M-SA** is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by **A&M-SA** of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.

2.16 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOU as of the Effective Date.

Judson Independent School District

Texas A&M University-San Antonio

By:_____

By:_____

Name:_____

Name:_____

Title: _____

Title: _____

Date: _____

Date: _____