



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 20, 2025

Agenda Section: Consent Agenda

Agenda Item Title: San Antonio Education Partnership

From/Presenters: Dr. Jennifer Gutierrez, Deputy Superintendent

Additional Presenters if Applicable: Rosemary Morales, Director of Guidance and Counseling

Description: San Antonio Education Partnership will provide services and resources to South San Antonio High School that will maintain a cooperative, interactive, and supportive relationship with students and staff while increasing academic and personal success of students in achieving their educational and career goals.

Historical Data: SSAISD has approved partnership with SAEP since July 29, 2021.

Recommendation: Approve MOU between SSAISD and SAEP.

Purchasing Director and Approval Date: Rosemary Morales, Director of Guidance and Counseling, October 20, 2025.

Funding Budget Code and Amount: \$18,000

Goal 4: SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between the South San Independent School District (hereinafter referred to as SSAISD) and San Antonio Education Partnership (hereinafter referred to as SAEP), a nonprofit organization, located at 131 El Paso Street, San Antonio, Texas 78204, sets out to establish the relationships and responsibilities of both parties in the implementation of services at the following one (1) SSAISD high school under our High School-based Services component:

South San High School

SSAISD, through its Board of Trustees, ratifies and affirms the provisions, relationships and responsibilities set out herein by the execution of this Memorandum of Understanding (MOU).

WHEREAS it is the intention of the parties hereto, through the SAEP approved services and resources to the identified campus, to increase the academic and personal success of students in achieving their educational and career goals and the goals of the SSAISD to increase the number of students that: 1) are college and career ready; 2) enroll in a higher education institution after high school graduation; and 3) attain a higher education credential; and

WHEREAS it is the intention of the parties hereto to maintain a cooperative, interactive, and supportive relationship among and between the parties for the benefit of students served, this partnership seeks to realize measurable outcomes as defined below:

- a. At a minimum, 50% of seniors will meet with an SAEP Advisor and apply for the SAEP Scholarship;
 - i. 70% of seniors in SAEP Advisor caseload will be assisted with the FAFSA/TASFA;
 - ii. 30% of SAEP Scholarship applicants will obtain scholarship eligibility

NOW, THEREFORE, in consideration of the mutual covenants provided for herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this MOU agree to the following:

- A. The parties hereto mutually agree as follows:
 1. The term of this MOU shall commence on **November 1, 2025**, and continue through **July 31, 2026**. Either party may terminate this agreement at any time by providing thirty (30) days' written notice to the other party.
 2. SAEP shall adhere to all applicable national, state, and local laws and regulations, as well as recognized ethical standards for service delivery. Additionally, SAEP agrees to comply with all written SSAISD policies and regulations. In the event of a conflict, SSAISD's more restrictive policies (legal and local) shall prevail. SAEP services shall not conflict with or violate any SSAISD policies.
 3. SAEP staff, known as "College Access and Success Advisors," will work collaboratively with each school's principal, guidance and counseling department, and the campus site-based decision-making committee. Regular and ongoing communication among these parties will be maintained throughout the duration of this MOU to support the coordination and delivery of services, and to address programmatic goals, objectives, and any arising matters.

4. SAEP is a nonprofit organization that provides college access and success services to students, and awards scholarships, contingent upon the availability of funding, to attend participating local colleges and universities. The scholarship may be awarded for up to eight (8) consecutive semesters or five (5) academic years. To be eligible for the SAEP Scholarship upon high school graduation, students must meet the following criteria:
 - Maintain a cumulative grade average of 80 or above;
 - Demonstrate financial need;
 - Attend two (2) College Success Activity (CSA) workshops;
 - Complete an Activation Seminar;
 - Submit a completed "Next Steps" form; and
 - Graduate from the aforementioned SSAISD high school.

B. San Antonio Education Partnership agrees to undertake the following:

1. Assign SAEP College Access and Success Advisors to the one (1) SSAISD high school campus to provide direct services to students. These services shall include:
 - a. Outreach to ensure students are informed of and supported in meeting SAEP Scholarship eligibility requirements; and
 - b. Securing student commitment to pursue higher education by assisting students in completing and signing the SAEP Scholarship form.
2. Provide direct services to students in at least one (1) of the following key service areas:
 - a. Goal Setting – Supporting students in setting and maintaining short- and long-term academic and career goals while fostering a college-going culture;
 - b. College and Career Exploration – Enhancing students' awareness of career opportunities and assisting in the development of individualized career pathways;
 - c. College Entry and Enrollment – Increasing awareness of postsecondary education options and providing support in navigating the college entry and enrollment process to help students make informed decisions;
 - d. College Affordability and Financial Aid – Promoting financial literacy, providing information on available financial aid resources, and assisting students in completing financial aid and scholarship applications;
 - e. Transition (Summer Melt Prevention) – Offering ongoing guidance and coaching to ensure students successfully transition from high school to college and persist through the summer months.
3. Award a renewable SAEP Scholarship to students who meet the established eligibility criteria, contingent upon the availability of funding. Scholarships may be awarded for up to eight (8) consecutive semesters or five (5) years, provided the recipient maintains full-time enrollment (defined as 12 or more college credit hours per semester) during regular Fall and Spring semesters at partnering local community colleges and/or universities.
4. Conduct verification of college enrollment for SAEP Scholarship recipients by the end of the Fall semester immediately following the students' high school graduation.
5. Deliver direct SAEP key services to support at least 50% of high school seniors in alignment with SSAISD's college readiness goals aimed at increasing college enrollment and student success. As capacity allows, SAEP may also provide

- applicable key services to students in grades 9 through 11 through opportunities coordinated in collaboration with high school guidance and counseling staff.
6. Maintain the confidentiality and security of all student records—including signed SAEP Scholarship forms, transcripts, grades, attendance, and financial aid documents—whether stored electronically or in paper format, in full compliance with FERPA, applicable state and local laws, and district policies and regulations.
 7. Increase students' knowledge and preparedness for college and career pathways through the implementation of SAEP's key service areas and participation in initiatives such as Destination College Week, financial aid events, and related college and career readiness programming.
 8. When capacity permits, SAEP Advisors will support and participate in SSAISD and/or school-sponsored activities and events, including student orientations, parent engagement events, and other college access initiatives, in alignment with SSAISD's college readiness goals.
 9. Upon request, SAEP will provide each participating high school with a list of students who are potential candidates for the SAEP Scholarship—pending final eligibility determination—for the purpose of recognizing scholarship recipients in graduation ceremonies and programs.
 10. Provide an annual performance report for each participating high school to the Superintendent, with copies distributed to the Director of Guidance and Counseling, campus Principals, and Counselors. This report will include data on student participation, services delivered, college enrollment verification, and scholarship awards distributed.
 11. Collaborate and coordinate efforts with other organizations and agencies offering services to students at the one (1) participating SSAISD high school to avoid duplication of services and enhance student support.
 12. Ensure compliance with Senate Bill 9 by conducting annual background checks on all SAEP College Access and Success Advisors assigned to SSAISD campuses and make those results available to the district upon request.
- C. South San Independent School District agrees to undertake the following:
1. Provide opportunities for SAEP to conduct awareness and outreach activities for students in Grades 9–12 at the participating high school, facilitating access to SAEP services, scholarships, and event recruitment both in-person and virtually.
 2. Assign each SAEP College Access and Success Advisor a district-issued email address and provide on-campus internet access, including “whitelisted” access to essential college access websites (e.g., SAEP, Salesforce, cafécollege, College Board, FAFSA, and ApplyTexas) to enhance service delivery and communication with faculty and staff.
 3. Provide each SAEP College Access and Success Advisor with an adequate workspace, located in close proximity to school counselors, and equipped with a desk, computer, telephone, and copier access to support their service efforts.
 4. Grant read-only access to electronic student data, including attendance records, grades, and state-required testing status, to assist SAEP Advisors in identifying student needs, offering academic guidance, and determining scholarship eligibility.

5. Provide SAEP with electronic lists of students in Grades 9–12 for each campus by the end of September annually. Lists should include student schedules and be delivered in a format compatible with SAEP’s database to facilitate effective one-on-one services.
6. Grant SAEP College Access and Success Advisors access to the ApplyTexas Counselor Suite to support college application advising and progress monitoring.
7. Provide SAEP with final transcripts for graduating seniors, including GPA and graduation date, to confirm eligibility for the SAEP Scholarship.
8. Include the names of eligible SAEP Scholarship candidates in high school graduation programs and/or other recognition ceremonies, as appropriate.
9. Promote SAEP services, events, and activities through SSAISD and high school campus communication channels, including calendars, newsletters, and websites.
10. Assist SAEP in providing college access and success services to students at one (1) high school for two (2) days per week at South San High School for a total cost of \$18,000 for the 2025-2026 academic year, as noted below.

South San High School at \$18,000

FERPA Compliance

Both parties acknowledge and agree that all activities conducted under this Memorandum of Understanding (MOU) will be in full compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and applicable state laws. The following terms and conditions shall govern the access, use, and protection of any student education records disclosed by SSAISD to SAEP under this agreement:

- **Authorized Use:** SAEP staff and administrators will collect and manage student data solely for the purpose of delivering agreed-upon services, monitoring student participation, and evaluating program effectiveness.
- **Scope of Data:** The data shared may include, but is not limited to, personally identifiable information (PII) and details related to students who have signed the SAEP Scholarship Form. This includes data relevant to services provided to those students as part of program implementation.
- **Access Control:** SAEP shall limit access to FERPA-protected data to only those staff members who require such access to fulfill their specific job duties related to this partnership. Under no circumstances shall SAEP access records of students who have not completed the SAEP Scholarship Form.
- **Data Security:** SAEP shall implement and maintain administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and availability of all FERPA-protected data.
- **Breach Notification:** In the event of any unauthorized access, disclosure, or breach of FERPA data, SAEP shall immediately notify SSAISD in writing and take appropriate steps to mitigate any potential harm.
- **Data Retention and Disposal:** SAEP shall retain FERPA data only as long as necessary to fulfill the objectives of this MOU. Once the data is no longer needed for operational or evaluation purposes, SAEP shall securely destroy all such data and any copies thereof, in accordance with applicable federal and industry best-practice data destruction standards.

No party to this MOU waives or relinquishes any immunity or defense available to it, its trustees, officers, employees, or agents under applicable law by virtue of entering into this agreement or by performing any of the obligations or covenants set forth herein.

If any term, covenant, or condition of this MOU is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining terms, covenants, or conditions, provided that such invalidity does not materially prejudice either the South San Independent School District or the San Antonio Education Partnership in the exercise of their respective rights and responsibilities under the remaining provisions.

This MOU has been jointly reviewed and negotiated by all parties and their respective legal counsel. Therefore, no provision of this MOU shall be construed against any party on the basis of authorship or drafting. The language used in this MOU shall be interpreted fairly and reasonably, and not strictly for or against any party.

This Memorandum of Understanding shall be governed by the State of Texas.

IN WITNESS WHEREOF, this Memorandum of Understanding is effective the 1st day of November 2025, or on the last date of signature shown below, whichever is later:

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BY: _____

TITLE: _____

DATE SIGNED: _____

SAN ANTONIO EDUCATION PARTNERSHIP

BY: Ana R. Acevedo

TITLE: CHIEF EXECUTIVE OFFICER

DATE SIGNED: 9-30-25