

## 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]”), and Judson ISD [**Independent School District**] (“District”). Member and Collaborator are sometimes hereafter referred to as “Party” individually and as “Parties” collectively.

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 I

- 1.1 The School District and the University will work collaboratively to implement the ***Partnership toward Graduate Degree and post-graduate certification Attainment (PGDA)*** initiative. This initiative includes offering all required courses associated with the Master’s degrees and post-graduate certification offered at Texas A&M University-San Antonio to qualified participants for approved PGDA programs. Consistent with Texas A&M University System, Southern Association of Colleges and Schools Commission on Colleges, and Texas Higher Education Coordinating Board standards, the courses will be offered at the campus of the University and/or online.
- 1.2 Qualified (based upon University admission requirements) *PGDA candidates* will be selected by the School District to participate in the first cohort of PGDA.
- 1.3 Implementation of the PGDA initiative will begin through an agreement between the Parties:
  - 1.3.1 The School District will identify an individual who will serve as the district point of contact, and the University will identify an individual who will serve as the university point of contact. These two individuals will work together to create and disseminate materials advertising the opportunity to participate in PGDA to all educators within the school district.
  - 1.3.2 The University and School District points of contact will work together to identify a date/time for an online information session to provide information to interested prospective participants from the district. The school district will provide a representative to explain the district’s support for PGDA participants. The university will provide representatives from various master’s degree programs with representatives from the admissions and financial aid offices to provide information and answer questions from prospective students.
  - 1.3.3 The School District will provide substitute coverage for up to 20 current employees selected for participation in PGDA. This substitute coverage will be

awarded for two days each semester in which the student completes graduate coursework at the University for up to 4 semesters.

1.3.4 The School District will provide de-identified, anonymous student data to the University that assists in tracking the effectiveness of the University's PGDA program and its impact on student achievement. The data will be available for publication and program enhancement.

1.3.5 Admission to the program does not guarantee continued enrollment for students who fail to maintain an adequate GPA or who demonstrate Fitness to Practice concerns.

1.4 The University will assist PGDA participants in enrolling for graduate courses. Participants will need to meet admission requirements for the graduate program at the University.

1.5 The University will provide tuition & fee assistance covering the cost of one graduate course for up to \$1,250 for Texas residents to a maximum of 20 current employees from Judson ISD who are selected for participation in PGDA. This tuition & fee assistance will be awarded during the first semester in which the student enrolls in a minimum of 6 credit hours of graduate coursework at the University.

1.6 Insurance requirements are the responsibility of each PGDA participant in accordance with existing University and School District policies.

## **ARTICLE II**

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 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.

2.3 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.

2.4 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).

### **2.5 TERM AND TERMINATION**

This MOU will commence on the Effective Date (the "Term"), unless sooner terminated as provided herein. The Term of the MOU may be extended for an additional year upon mutual written agreement executed by the Parties; provided that the total term of the MOU shall not exceed five (5) years from the Effective Date. 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.

## 2.6 CONFIDENTIALITY

- A. The Parties anticipate that under this MOU it may be necessary for a Party (the “Disclosing Party”) to disclose 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 Receiving Party. Confidential Information shall include all information, data or other content that A&M-SA, its affiliates, and their employees, contractors, students, or end-users enter, submit, upload, or otherwise provide to CONTRACTOR to fulfill the Purpose under this MOU (collectively, the “A&M-SA Data”).
- B. “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; provided, however, that the above exclusions do not apply to A&M-SA Data that is personally identifiable information or other personal or private data that is protected under applicable laws or regulations.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to the Receiving Party’s employees, contractors, agents, and other representatives (“Representatives”) having a need to know the Confidential Information to fulfill the Purpose under this MOU; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives’ compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

- E. 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.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in 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; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of one (1) year.

## 2.7 COMPLIANCE WITH LAWS

Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, executive orders, rules, and regulations.

## 2.8 USE OF NAME

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. 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.

## 2.9 MISCELLANEOUS

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this MOU, and that the person signing this MOU is duly authorized to enter into this MOU on its behalf.
- B. **Entire Agreement.** This MOU constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this MOU. This MOU may be amended only by a subsequent written agreement signed by authorized representatives of both Parties. The express terms hereof control in the event of a conflict with any other documents constituting part of this MOU.

- C. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this MOU for failure or delay in fulfilling or performing any obligation under this MOU if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- D. **Independent Contractor.** Notwithstanding any provision of this MOU to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this MOU. Except as specifically required under the terms of this MOU, CONTRACTOR (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M-SA or the A&M System. CONTRACTOR and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of A&M-SA and A&M System, including those applicable to conduct on its premises.
- E. **Governing Law and Venue.** The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. 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.
- F. **Non-Assignment.** Neither Party shall neither assign its rights nor delegate its duties under this MOU without the prior written consent of the other Party. Any purported assignment in violation of this Section will be void.
- G. **Non-Waiver of Privileges and Immunities.** A&M-SA is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possess 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. CONTRACTOR 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 law, including the sovereign immunity of A&M-SA.

H. **Notices.** Any notice required or permitted under this MOU must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. A&M-SA and CONTRACTOR can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TEXAS A&M-SA: **Texas A&M University-San Antonio**  
**One University Way**  
**San Antonio, Texas 78224**  
Point of Contact: Dr. Woweck Sean Kearney  
Title: Regent's Professor of Educational Leadership  
Phone: 210-784-528  
Email: [wkearney@tamusa.edu](mailto:wkearney@tamusa.edu)

School District: **Judson Independent School District**  
**8012 Shin Oak Drive**  
**Live Oak, Texas 78233**  
**Dr. Robert Jaklich**  
**Office of the Superintendent**  
**Phone: 210-945-5100**  
**Email:**[rjaklich@judsonisd.org](mailto:rjaklich@judsonisd.org);  
[dbarrera@judsonisd.org](mailto:dbarrera@judsonisd.org)

**Severability.** In case any one or more of the provisions contained in this MOU shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this MOU shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOU that are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto and shall become effective on the date designated by such law or by regulation.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

IN WITNESS WHEREOF, the Parties have entered into this MOU as of the Effective Date.

**Judson Independent School District**

**Texas A&M University-San Antonio**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name: Dr. Robert Jaklich**

**Name: Dr. Mohamed Abdelrahman**

**Title: Interim Superintendent**

**Title: Provost**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_