



JUDSON INDEPENDENT SCHOOL DISTRICT

Meeting Date: July 23, 2026

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

Agenda Item: Consider and take action regarding approving MOU with Restore Education to provide TSIA support to our students.

CONSENT ITEM

RECOMMENDATION:

That the Board approve the MOU with Restore Education to provide TSIA support to our students.

IMPACT/RATIONALE:

Restore Education will provide TSIA support to our students for free through a grant that they were awarded to help students. There is no cost to the district beyond providing space and basic supplies for the class to take place.

BOARD ACTION REQUESTED:

Approval/Disapproval

2026-2028 MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

RESTORE EDUCATION AND JUDSON INDEPENDENT SCHOOL DISTRICT

RESTORE EDUCATION (herein called “Restore”) and JUDSON INDEPENDENT SCHOOL DISTRICT (herein called “JISD”) enter into the following Memorandum of Understanding (herein called “Agreement”) for the terms of which WITNESS THE FOLLOWING:

Purpose of the Agreement: The purpose of this Agreement is to ensure ongoing cooperation between Judson Independent School District and Restore Education, a 501(c)(3) organization, in the provision and implementation of Fast Pass: Texas Success Initiative 2.0 (TSIA2) Preparation services for students of the Judson Independent School District.

Statement of Mutual Benefit: JISD benefits from free academic preparation and tutoring services designed to prepare students for the TSIA2 and to improve their college readiness skills. Restore benefits by furthering its mission and core values, including increasing post-secondary access for students in the San Antonio area.

Goal of the Agreement: The goal of this Agreement is to formalize the mutually beneficial relationship between JISD and Restore regarding the enrollment and support of JISD students in college readiness preparation and academic tutoring services for the TSIA2.

JISD Responsibilities:

- ❖ Provide classroom space for the TSIA2 preparation classes and related services for students, parents, and JISD staff.
- ❖ Designate a point of contact for each participating campus to coordinate communication with Restore.
- ❖ Identify and recruit eligible students from JISD high schools to participate in TSIA2 preparation services.
- ❖ Collaborate with Restore to develop instructional schedules that are mutually beneficial to JISD students, staff, and Restore.
- ❖ Collaborate with Restore on data sharing and reporting needs that support student success and program evaluation.
- ❖ Assist Restore in the development of student recruitment and intake forms and processes.
- ❖ Ensure appropriate JISD staff participation in Restore’s pre-program educator workshop and related trainings.
- ❖ Collaborate with Restore to recruit students for TSIA2 instruction, with a target number of 20 students per class cohort.

- ❖ Collaborate in co-designing schedules and assessments to align with district needs and program requirements.
- ❖ Allow Restore technology devices to access campus Wi-Fi and internet services at facilities used for classroom instruction.
- ❖ Provide access to computers and/or computer lab(s) for students to complete online learning activities when scheduled in advance.
- ❖ Provide secure space for the temporary storage of classroom and instructional materials.
- ❖ Communicate promptly with Restore when any schedule or location changes become necessary.
- ❖ JISD shall not be responsible for any costs or fees associated with this Agreement.

Restore Education Responsibilities:

- ❖ Designate the Fast Pass Coordinator as the primary point of contact for JISD and participating campuses.
- ❖ Coordinate with JISD to develop class schedules that meet the needs of participating TSIA2 students.
- ❖ Collaborate with JISD on the development of student recruitment and intake forms and processes.
- ❖ Co-develop baseline assessments with JISD staff.
- ❖ Provide training to JISD staff on TSIA2 Readiness services and program implementation aligned with campus goals.
- ❖ Provide proprietary curriculum and class materials.
- ❖ Provide cohort-based tutoring and targeted test taking skills for each TSIA2 subject area.
- ❖ Provide pre-TSIA prep remediation support to selected students.
- ❖ Develop individualized study plans based on students' academic needs and interests
- ❖ Develop and administer mini exam simulations.
- ❖ Provide college and career exploration resources.
- ❖ Collect data and monitor student progress at participating campuses
- ❖ Hire and maintain qualified instructional staff.
- ❖ Ensure that instructional staff comply with all applicable school safety procedures
- ❖ Provide substitute instructional coverage when possible if the instructor cannot be present or communicate promptly with students and JISD when substitute coverage cannot be arranged.
- ❖ Provide instructional coaching to instructors to implement effective instructional strategies and improve student goal achievement and test performance.
- ❖ Provide professional development and training to instructional staff to maintain quality of instruction.
- ❖ Provide JISD with attendance rosters.
- ❖ Securely maintain student data, including application information, identification documents, and test scores, in accordance with applicable privacy requirements, and share appropriate data with JISD.
- ❖ Share class results and outcomes and collaborate with JISD staff to identify appropriate student support services and community resources as needed.

Commencement and Expiration Date: This Agreement shall be in effect on the date of the final signature by both parties and shall continue in full force and effect until June 30, 2028, unless terminated earlier in accordance with the provisions of this Agreement. Any renewal or extension of this Agreement must be made in writing and approved by both parties.

Termination: Either party may terminate this Agreement with or without cause by providing thirty (30) days of written notice to the other party prior to the proposed termination date.

Relationship of the Parties: For all purposes under this Agreement, Restore shall act as an independent contractor and not as an employee, partner, joint venture, or agent of JISD. Restore shall not represent itself as an employee or authorized representative of JISD.

Indemnification: Each party agrees to indemnify and hold harmless the other party and its officers, agents and employees from and against any claims, demands, causes of action, damages, liabilities, costs, or reasonable attorney's fees arising out of or resulting from the negligent acts or omission of the indemnifying party or its officers, agents, or employees. All indemnification obligations under this Agreement shall be subject to and limited by the Texas Constitution and the laws of the State of Texas.

Confidentiality: Both parties agree to maintain the confidentiality of student records and personally identifiable information in accordance with all applicable federal and state laws, including the Family Educational Rights and Privacy Act (FERPA). Student information shared under this Agreement shall be used solely for purposes related to program implementation, evaluation, and student support.

Non-Discrimination: Both parties agree to provide services and opportunities without discrimination on the basis of race, color, national origin, sex, disability, age, religion, or any other status protected by applicable law.

Notices: Any notice required under this Agreement shall be provided in writing to the designated representatives of each party.

Invalidity of Prior Agreements: This Agreement supersedes all prior oral or written agreements, understanding, and representations between the Parties relating to the services described herein and constitutes the entire agreement between the Parties with reference to said services. This Agreement cannot be amended, modified, or changed except through a written agreement signed by authorized representatives of both JISD and Restore.

Severability: If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, and enforceability of any remaining provisions of this Agreement. The remaining provisions shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Force Majeure: Neither JISD nor Restore shall be liable for any delay or failure in performance under this Agreement resulting from causes beyond the reasonable control of the affected party, including but not limited to fire, theft, natural disasters, severe weather, war, or other force majeure events that could not have been prevented through the exercise of reasonable diligence.

Compliance with Laws: Both parties agree to comply with all applicable federal, state, and local laws, regulations, and policies in the performance of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this MOU as of the date of the final signature below.

[Authorized Representative].

[Title]

JUDSON INDEPENDENT SCHOOL DISTRICT

[Street Address]

[City, State ZIP]

Date

Ms. Kelli Rhodes, MBA, CMPI
President & CEO
RESTORE EDUCATION
4205 San Pedro Avenue
San Antonio, TX 78212

Date