

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (“Contract”) is entered into by and between the Contracting Agencies listed below pursuant to the authority granted by, and in compliance with, the Interlocal Cooperation Act, Title 7, Chapter 791 of the Texas Government Code. Each of the Receiving Agency and Performing Agency shall be considered a “Party” to this Contract, and together, they shall be referred to as the “Parties.”

1. CONTRACTING AGENCIES:

Performing Agency: Texas State University (“TXST”) an institution of higher education and agency of the State of Texas.

*Dept. of Curriculum & Instruction
Teacher Fellows
601 University Dr.
San Marcos, Texas 78666*

Receiving Agency: Hays Consolidated Independent School District (“School District”).

*Hays CISD
21003 Interstate 35
Kyle, Texas 78640*

2. PURPOSE:

The purpose of this Contract is to set forth the mutual commitments of the Parties to provide appropriate and ongoing professional development opportunities for both Teacher Fellows and Exchange Teachers. This collaborative partnership reflects the shared dedication of all Parties to foster continuous professional growth, enhancing instructional effectiveness, and supporting the success of all participants engaged under this agreement.

2.1 TXST operates the Teacher Fellows Program within its Department of Curriculum and Instruction as part of its graduate-level teacher development curriculum. The program pairs experienced elementary school teachers with fully certified first-year teachers to provide mentorship, support, and enhanced professional learning experiences. TXST recognizes that involving experienced elementary school teachers strengthens new teacher induction and overall instructional quality.

2.2 Hays Consolidated Independent School District employs experienced elementary school teachers (“Exchange Teachers”) who are willing to serve as mentors in TXST’s Teacher Fellow Program (“Teacher Fellows”). Their participation is essential to the success of the program, providing valuable guidance and expertise to new teachers.

2.3 By participating in this program, Teacher Fellows and Exchange Teachers will benefit from intensive, ongoing professional development activities designed to enhance

INTERLOCAL COOPERATION CONTRACT

instructional skills, promote effective teaching practices, and support teacher retention and satisfaction.

- 2.4 The School District agrees to sponsor four (4) first-year teachers, either fully certified or actively working toward certification, to serve as Teacher Fellows within the TXST Teacher Fellows Program.

3. STATEMENT OF SERVICES TO BE PERFORMED:

3.1 **Performing Agency – TXST will perform the following services (“Services”):**

- 3.1.1 Provide a TXST Teacher Fellows Program Director.
- 3.1.2 Provide administrative support to the TXST Teacher Fellows Program.
- 3.1.3 Together with School District, screen and select Teacher Fellows applicants to ensure that the applicants meet School District and university standards.
- 3.1.4 Together with School District, jointly screen and select Exchange Teachers applicants to ensure that the applicants meet district and university standards.
- 3.1.5 Provide on-going professional training to the Teacher Fellows through graduate courses.
- 3.1.6 Meet with the Teacher Fellows and Exchange Teachers to assist in the professional development of the Teacher Fellows.
- 3.1.7 Provide each Teacher Fellows a scholarship of **\$27,600**, provided **School District** fully funds the total amount of this scholarship.
- 3.1.8 Provide in-state tuition and fees for Teacher Fellows for the year of fellowship plus Summer I and II sessions immediately preceding and following the teaching fellowship year.
- 3.1.9 Provide access to TXST Student Health Services for TXST Teacher Fellows.
- 3.1.10 Provide induction training for the Exchange Teachers.
- 3.1.11 Require that the Exchange Teachers engage in the following:
 - a. Regular visits to the Teacher Fellows classroom (no less than 1 visit per week) for the purpose of providing on-site assistance to the Teacher Fellows.
 - b. Participating with Teacher Fellows on Saturday and after school seminars as well as graduate classes deemed necessary.
 - c. Serves as liaison between the university and the School District.
 - d. Participates in induction training.

3.2 **TXST shall ensure that Teacher Fellows are fully informed of, and comply with, the following policies, guidelines, and requirements:**

- 3.2.1 Meet all requirements for Texas Teacher Certification, or in limited instances working towards certifications but meet School District requirements prior to beginning the program.
- 3.2.2 Meet all requirements for admission to The Graduate College at TXST.
- 3.2.3 Attend and satisfactorily complete all requirements for designated graduate courses.
- 3.2.4 Perform the duties assigned by the School District and to serve as the teacher-of-record as assigned.

INTERLOCAL COOPERATION CONTRACT

- 3.2.5 Adhere to all guidelines, regulations, and policies of the School District, the State Board of Education, TXST, The Texas State University System (TSUS), and all legal requirements for public school teachers in Texas.
- 3.2.6 Acknowledge that, because the Teacher Fellows are not employed by the School District, the Teacher Fellows will not be issued nor entitled to an employment contract of any kind with the School District, including but not limited to an employment contract pursuant to Texas Education Code Chapter 21, and accordingly, will not be afforded any such contract rights.
- 3.2.7 Acknowledge that no employment relationship exists between the Teacher Fellows and the School District, or between the Teacher Fellows and TXST, and therefore the Teacher Fellows will not be entitled to such rights as may exist in the event of an employment relationship, including but not limited to worker's compensation or unemployment insurance benefits, except as expressly provided herein.
- 3.2.8 Acknowledge that, because the Teacher Fellows are not employed by or paid by the School District, the Teacher Fellows do not qualify for Teacher Retirement System benefits, and the School District will make no contributions on his or her behalf.
- 3.2.9 Acknowledge that he/she is solely responsible for any tax implications resulting or arising from the Teacher Fellows' receipt of any and all stipends paid pursuant to this Agreement.

3.3 Receiving Agency – School District will perform the following services (“Services”):

- 3.3.1 Together with TXST, screen and select Teacher Fellows applicants to ensure that the applicants meet School District and TXST standards.
- 3.3.2 Together with TXST, jointly screen and select Exchange Teachers applicants to ensure that the applicants meet School District and TXST standards.
- 3.3.3 Allow sick leave to the Teacher Fellows commensurate with that allotted to other district first-year teachers.
- 3.3.4 Provide suitable elementary or middle school classroom placements for Teacher Fellows.
- 3.3.5 Release the Exchange Teachers from classroom duties to work full-time with the TXST Teacher Fellows Program.
- 3.3.6 Retain the Exchange Teachers on School District payroll at current salary and employee benefits, subject to the Exchange Teachers successful fulfillment of the requirements established in Section 3.4.
- 3.3.7 Provide stipends to the Teacher Fellows commensurate with that allotted to other district first-year teachers such as \$7,100 for Bilingual, \$1,750 for Special Education–Inclusion, \$2,500 for Special Education–Specialized, INSPIRE participation, and other duties as deemed necessary by the School District.
- 3.3.8 Credit the Teacher Fellows with a year of service for district pay purposes in the event that the Teacher Fellows is subsequently hired by the School District following the fellowship year.
- 3.3.9 The School District will:
 - a. Oversee overall supervision of the Teacher Fellows performance at the school.
 - b. Conduct appraisals in accordance with School District policies.

INTERLOCAL COOPERATION CONTRACT

- c. Meet, as needed, with assigned Teacher Fellows and Exchange Teachers for the purpose of providing professional support and guidance to the Teacher Fellows.
- d. Appoint a school-district employee to act as liaison between the School District and the TXST Teacher Fellows Director, and
- e. Conduct an orientation with the Teacher Fellows prior to placement in the classroom.

3.4 School District shall ensure that Exchange Teachers are fully informed of, and comply with, the following policies, guidelines, and requirements:

- 3.4.1 Meet and maintain all requirements for Texas Teacher Certification.
- 3.4.2 Adhere to all guidelines, regulations, and policies of the school district and the State Board of Education and all legal requirements for public school teachers in Texas.
- 3.4.3 Participate in the training program offered by TXST.
- 3.4.4 Schedule weekly support meetings with assigned Teacher Fellows during the period of the Teacher Fellows' induction year.
- 3.4.5 Provide support to assigned Teacher Fellows as prescribed by the Teacher Fellows program.
- 3.4.6 Be an integral part of the classroom for assigned Teacher Fellows for the purpose of providing professional support and mentoring.
- 3.4.7 Provide professional support, guidance, and mentoring to the Teacher Fellows in the areas of: instructional strategies, classroom management, curriculum development, district and building policies, learning resources, and other areas of concern to the Teacher Fellow.

4. WARRANTIES:

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Section 44.031, *Texas Education Code*, and Chapter 791, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Agency warrants that (1) it has authority to perform the services under authority granted in Section 61.06695, *Texas Education Code* and Chapter 791, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

5. CONTRACT AMOUNT:

The total amount payable to Performing Agency under this Contract shall not exceed One Hundred Ninety-Two Thousand (\$192,000.00).

6. PAYMENT FOR SERVICES:

6.1 Receiving Agency will pay Performing Agency in two installments of Ninety-six Thousand Dollars (\$96,000.00).

6.1.1 The first installment is due on or before September 15, 2026.

INTERLOCAL COOPERATION CONTRACT

6.1.2 The second installment is due on or before February 15, 2026.

In accordance with Chapter 791, *Texas Government Code*, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

7. TERM OF CONTRACT:

This Contract will begin on July 31, 2026, and will expire on July 31, 2027.

8. TERMINATION:

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period. If either Party terminates this Agreement under this section, the Parties will prorate the amount due to TXST according to the termination date.

9. NOTICES:

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Agency:

Hays Consolidated ISD
Attention: Christina Courson
Chief Human Resources Officer
Division of Human Resources
21003 Interstate 35
Kyle, Texas 78640

If to Performing Agency:

Texas State University
Teacher Fellows Program
Dept. of Curriculum & Instruction
Attention: Dr. Laura Duhon, Director
601 University Dr.
San Marcos, Texas 78666

or such other person or address as may be given in writing by either agency to the other in accordance with this Section.

INTERLOCAL COOPERATION CONTRACT

10. OTHER PROVISIONS, IF ANY:

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Agency and Performing Agency and shall constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Agency and Performing Agency.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

Venue, Governing Law. This Contract and all claims arising from this Contract shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to the Contract and all claims arising from the Contract shall be brought in the federal or state courts serving Travis County in the State of Texas.

Nothing in this Contract or any attachments hereto shall be construed as a waiver of the constitutional, statutory, or common-law rights, privileges, immunities or defenses of TXST. To the extent the terms of this paragraph conflicts with any other provision in this Contract, the terms of this paragraph shall control.

Severability. If any one or more of the provisions contained in this Contract 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 provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Agency and Performing Agency to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the Parties' respective information. Receiving Agency is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Agency. Likewise, Performing Agency is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Agency.

Loss of Funding. Performance by a Contracting Agency of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Agency's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Agency, or a Contracting Agency's governing board fails to allocate the necessary funds, then the Contracting Agency that loses funding may terminate this Contract without further duty or obligation under this Contract.

Certification. The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and

INTERLOCAL COOPERATION CONTRACT

programs of the affected state and local agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

(signatures on next page)

Duly authorized representatives of the Contracting Agencies have executed and delivered this Contract to be effective as of the Effective Date.

Receiving Agency:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: President, Board of Trustees

Title: Superintendent

Date: _____

Date: _____

Performing Agency:

Signature: _____

Signature: _____

Name: _____

Name: Eric Algoe

Title: Dean, College of Education

Title: Exec VP, Operations & CFO

Date: _____

Date: _____