

Texas State University
Teacher Fellows Program Memorandum of Understanding

This Memorandum of Understanding (MOU) is between Texas State University, on behalf of the Teacher Fellows Program and herein called “TxState,” **Hays CISD herein called “school district,”** TxState Teacher Fellows, and the school district’s Exchange Teacher. The purpose of this agreement is to specify the relationship among TxState, the Teacher Fellows (inductees), the Exchange Teacher(s), and the school district. This agreement reflects our common interests in providing appropriate on-going professional development programs for Teacher Fellows and Exchange Teachers.

In consideration of their participation in this cooperative professional development program, the benefits and responsibilities accruing to the parties from such an agreement, TxState, the Exchange Teacher(s), the Teacher Fellow(s), and the school district each, individually and jointly, agree as follows:

I

The terms of this MOU are conditioned upon full performance by **Hays CISD** of all obligations, including but not limited to the financial obligations, imposed upon it by the Teacher Fellows Program Responsibility Agreement entered into between TxState **Hays CISD**.

II

TxState agrees to:

1. Provide a TxState Teacher Fellows Program Director.
2. Provide administrative support to the TxState Teacher Fellows Program.
3. Together with school district, screen and select Teacher Fellows applicants to ensure that the applicants meet school district and university standards.
4. Together with school district, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet district and university standards.
5. Provide on-going professional training to the Teacher Fellows through graduate courses.
6. Meet with the Teacher Fellow, Exchange Teacher, and school district principal to assist in the professional development of the Teacher Fellow.
7. Provide each Teacher Fellow a scholarship of **\$20,400**, provided **Hays CISD** fully funds the total amount of this scholarship in accordance with the Texas Fellows Program Responsibility Agreement which is attached and incorporated herein for all purposes.
8. Provide in-state tuition for Teacher Fellows for the year of fellowship plus Summer I and II sessions immediately preceding and following the teaching fellowship year.
9. Provide access to TxState Student Health Services for TxState Teacher Fellows.
10. Provide induction training for the Exchange Teacher.
11. Require that the Exchange Teacher engage in the following:
 - a. Regular visits to the Teacher Fellow's classroom (no less than 1 visit per week) for the purpose of providing on-site assistance to the Teacher Fellow.
 - b. Participates with Teacher Fellows at 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 supervision and/or induction training.

III

The Teacher Fellow agrees to:

1. Meet all requirements for Texas Teacher Certification prior to beginning the program.
2. Meet all requirements for admission to The Graduate College at Texas State University.
3. Attend and satisfactorily complete all requirements for designated graduate courses.
4. Perform the duties assigned by the school district and to serve as the teacher-of-record as assigned.
5. Adhere to all guidelines, regulations, and policies of the school district, the State Board of Education, TxState, the Texas State University System, and all legal requirements for public school teachers in Texas.
6. Acknowledge that, because the Teacher Fellow is not employed by the school district, the Teacher Fellow 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.
7. Acknowledge that no employment relationship exists between the Teacher Fellow and the school district, or between the Teacher Fellow and Texas State University, and therefore the Teacher Fellow 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.
8. Acknowledge that, because the Teacher Fellow is not employed by or paid by the school district, the Teacher Fellow does not qualify for Teacher Retirement System benefits, and the school district will make no contributions on his or her behalf.
9. Acknowledge that he/she is solely responsible for any tax implications resulting or arising from the Teacher Fellow's receipt of any and all stipends paid pursuant to this Agreement.

IV

The Exchange Teacher agrees to:

1. Meet and maintain all requirements for Texas Teacher Certification.
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. Participate in the training program offered by TxState.
4. Schedule weekly observations and support meetings with assigned Teacher Fellows during the period of the Teacher Fellows' induction year.
5. Provide support to assigned Teacher Fellows as prescribed by the Teacher Fellows program.
6. Conduct a follow-up conference after each observation.
7. Be an integral part of the classroom for assigned Teacher Fellows for the purpose of providing professional support and mentoring.
8. 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.

V

The school district agrees to:

1. Together with TxState, screen and select Teacher Fellow applicants to ensure that the applicants meet school district and university standards.
2. Together with TxState, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet school district and university standards.
3. Allow sick leave to the Teacher Fellow(s) commensurate with that allotted to other district first-year teachers.
4. Provide suitable elementary or middle school classroom placements for Teacher Fellows.
5. Release the Exchange Teacher from classroom duties to work full-time with the TxState Teacher Fellows Program.
6. Retain the Exchange Teacher on school district payroll at current salary and employee benefits, subject to the Exchange Teacher's successful fulfillment of the requirements established in Section IV above.
7. Provide stipends to the Teacher Fellow(s) 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 district.
8. Credit the Teacher Fellow with a year of service for district pay purposes in the event that the Teacher Fellow is subsequently hired by the school district following the fellowship year.
9. The school district will:
 - a. Be in charge of overall supervision of the Teacher Fellow(s) performance at the school.
 - b. Conduct appraisals in accordance with district policies.
 - c. Meet, as needed, with assigned Teacher Fellow(s) and Exchange Teacher for the purpose of providing professional support and guidance to the Teacher Fellow.
 - d. Appoint a school-district employee to act as liaison between the school district and the TxState Teacher Fellows Director, and
 - e. Conduct an orientation with the Teacher Fellow(s) prior to placement in the classroom.

VI

Sovereign Immunity. Notwithstanding any provision of this MOU, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this MOU, the terms of this paragraph shall control.

Nondiscrimination. In their execution of this MOU the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this MOU.

VII

1. If any portion of this MOU shall be deemed void or invalid, the remaining portions of the MOU shall continue in full force and effect.
2. This MOU represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
3. This MOU and all claims arising from this MOU 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 this MOU and all claims arising from this MOU shall be brought in the federal or state courts serving Hays County in the State of Texas.
4. No Party shall assign or otherwise transfer its interest in this MOU without the express written permission of the other Party.
5. This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
6. By the execution and delivery of this MOU, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this MOU.

Signatures

_____ President, Board of Trustees	_____ Date
_____ Superintendent	_____ Date
_____ Dean of College of Education, Texas State University	_____ Date
_____ Chair, Curriculum & Instruction Department	_____ Date
_____ TxState Teacher Fellows Representative	_____ Date
_____ Exchange Teacher	_____ Date
_____ Exchange Teacher	_____ Date
_____ TxState Teacher Fellow	_____ Date
_____ TxState Teacher Fellow	_____ Date
_____ TxState Teacher Fellow	_____ Date
_____ TxState Teacher Fellow	_____ Date
_____ TxState Teacher Fellow	_____ Date
_____ TxState Teacher Fellow	_____ Date
_____ TxState Teacher Fellow	_____ Date

Teacher Fellows Program Responsibility Agreement

This Agreement, dated the ____ day of ____, 2024, is between Texas State University (TxState) and **Hays CISD (also referred to herein as either the Party or Parties)**.

1. Background

1.01. TxState operates a Teacher Fellows Program in its Department of Curriculum and Instruction as a part of its course of study for graduate level teacher development. The Teacher Fellows Program pairs experienced teachers with fully certified first year teachers. TxState believes the participation of experienced elementary school teachers in this program will enhance its teacher development curriculum and quality induction for new teachers. **Hays CISD** employs experienced elementary school teachers who are willing to participate as mentors in TxState's Teacher Fellows Program.

1.02. By participating in TxState Teacher Fellows Program, **Hays CISD's** Teacher Fellows and Exchange Teachers can benefit from intensive professional development activities.

2. Agreement

2.01. Sponsorship of Teacher Fellows. **Hays CISD** agrees to sponsor seven fully certified first-year teachers from TxState Teacher Fellows Program and to assign them duties under the terms of the Teacher Fellows Program Memorandum of Understanding between TxState and **Hays CISD**. The Terms of the Texas State University Teacher Fellows Program Memorandum of Understanding are incorporated by reference into this agreement. **Hays CISD** may assign these Teacher Fellows reasonable additional duties and may anticipate that they will perform their duties satisfactorily.

- a. Each Teacher Fellow will comply with state and federal laws and **Hays CISD's** district policies and administrative directives.
- b. The Teacher Fellows will not be employees of **Hays CISD**, but **Hays CISD** will allow Teacher Fellows to utilize the same sick leave and other leave allowed to other teachers **Hays CISD** employs. **Hays CISD** will treat absences in excess of normal leave according to its policies.
- c. After an academic year in this program, **Hays CISD** may credit each Teacher Fellow with a year of teaching experience for purposes of local district creditable service for placement on the salary schedule if **Hays CISD** subsequently employs the Teacher Fellow.
- d. The Teacher Fellow hereby agrees and understands that health insurance or worker's compensation is not afforded by the **Hays CISD**.

2.02 Exchange Teachers. **Hays CISD** will release two experienced teachers, to be known as Exchange Teacher, from classroom duties with **Hays CISD**, and allow him/her to work full-time in TxState Teacher Fellows Program. The Parties will identify this teacher together. The Exchange Teacher will provide support services to TxState Teacher Fellows. TxState will assign duties to the Exchange Teacher, but the Exchange Teacher will remain an employee of **Hays CISD**, and will retain his/her current salary and be eligible for all employee benefits, including career ladder benefits. **Hays CISD** will pay these salaries and benefits.

2.03. TxState Support Services. TxState will provide professional support services to the Teacher Fellows and to **Hays CISD** as provided in this agreement and the Teacher Fellows Program.

3. Payment

3.01 Hays CISD will pay TxState THREE HUNDRED NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$309,750) in two installments of ONE HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$154,875) each. The first installment is due on or before September 15, 2024. The second installment is due on or before February 15, 2025. This payment is for seven Teacher Fellows within Hays CISD.

Table for Teacher Fellows Program 2024-2025
Hays CISD

7 Teacher Fellows	Total = \$309,750
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4. Term

4.01. This Agreement will begin on July 31, 2024 and end on July 31, 2025 unless sooner terminated as provided below.

4.02. Either Party may terminate this Agreement by giving the other 30 days written notice and reasonable opportunity to correct a perceived deficiency. If either Party terminates this Agreement under this section, the Parties will prorate the amount due to TxState according to the termination date.

5. General Provisions

5.01. Neither Party may assign its rights or obligations under this Agreement without the written consent of the other. This Agreement is binding on the Parties and their successors and their assigns where permitted by this Agreement.

5.02. This Agreement and all claims arising from this Agreement 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 this Agreement and all claims arising from this Agreement shall be brought in the federal or state courts serving Hays County in the State of Texas.

5.03. In their execution of this Agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. -, The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

5.04 This Agreement is the only agreement between the parties respecting this subject, and it supersedes all prior written or oral understandings between the parties respecting this subject.

5.05 Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.

5.06. The Parties may not amend this agreement unless they do so in writing. Representatives of both parties must sign any amendment for it to be valid.

Signatures

President, Board of Trustees

Date

Superintendent

Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

Date

TxState Teacher Fellows Representative

Date