

AGREEMENT BETWEEN
HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT &
COMMUNITIES IN SCHOOLS of CENTRAL TEXAS

This AGREEMENT for services is entered into this _____ day of August _____, 2025, by and between Hays Consolidated ISD and Communities In Schools of Central Texas, a non-profit corporation.

Hays Consolidated ISD (ISD) desires to engage Communities In Schools of Central Texas (CIS) to render certain social services within the ISD and CIS desires to perform certain social services within the ISD.

I. Scope of Services

CIS will provide to the ISD during the term of the contract the following:

1. Campus Staff. CIS will provide each designated campus with a full-time social service professional (i.e., Program Manager). CIS may provide, as available, additional staff, such as, AmeriCorps members, caseworkers, university interns, and volunteer tutors and mentors. CIS will assign a Program Manager chosen with the input of the appropriate school principal (or designee) to the following (14) ISD campuses: Camino Real Elementary, Hemphill Elementary School, Science Hall Elementary School, *Tom Green Elementary School (CIS will cover full cost of this campus cost)*, Uhland Elementary School, Chapa Middle School, Wallace Middle School, McCormick Middle School, Simon Middle School, Lehman High School, Hays High School, Impact Center, Johnson High School and Live Oak Academy.
2. Supervision of Campus Staff. CIS administrative staff will be responsible for the supervision of CIS staff, interns and volunteers serving each campus. Issues regarding the performance of CIS staff, interns and volunteers will be handled by the CIS administration with input from campus principal.
3. Campus Service Delivery Plans. The CIS Program Manager and ISD campus staff will jointly develop a program plan that describes the needs of students, services and school to be provided by CIS on each campus. This program plan will be updated each year and can be included as part of the Campus Improvement Plan.
4. CIS Services. As outlined in the campus service plans, CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. CIS services may include:
 - assistance in identifying students who need support services to improve their attendance, achievement or behavior;
 - involvement in campus student assistance programs, work groups, etc. as assigned by the appropriate school administrator;
 - assistance in developing and monitoring student support service plans;
 - individual, group and family counseling;
 - crisis intervention, mediation, de-escalation services
 - case management, monitoring, and related support and follow-up services;
 - parental involvement activities, such as: parent training sessions, home visits, student/parent activities, parent conferences;
 - referrals to other agencies and assistance in connecting the school with services provided by other community resources;
 - enrichment activities, such as, field trips, after school clubs, attendance incentives;
 - pre-employment skills training, such as, career days and school-to-career activities;
 - student advocacy;
 - support of school-wide activities
 - summer programming

- special programs on select campus, (e.g. Male Student Achievement Program, Mental Health and Wellness Counselor, AmeriCorps);
 - other program or services as deemed appropriate and jointly agreed upon by CIS and ISD.
5. Reporting to ISD. CIS will provide campus and district wide reports within sixty (60) days of the end of the summer semester. These reports will indicate the number of students receiving services described in each campus program plan, demographic information of students served, and information about the behavior, attendance, and academic achievement of the students served.
 6. CIS will abide by all applicable federal, state and local laws and regulations.
 7. CIS may request to move or leave a specific ISD campus due to a significant loss of funding from ISD or non-ISD sources, a significant change in demographics or decline in the percentage of students considered at-risk on a specific ISD campus, or other persistent factors that negatively impact CIS' ability to effectively deliver services.

The ISD will provide to CIS at each service location during the term of the contract the following:

1. Adequate confidential space to house the CIS staff and program. 784 minimum Elementary School square feet and 1024 minimum secondary school square feet.
2. CIS staff will be considered to be performing an institutional service or function of the ISD for which it would otherwise use ISD employees at all times CIS is performing its duties under this Agreement. CIS will be permitted access to personally identifiable information subject to FERPA (20 U.S.C. § 1232g). CIS agrees to be under the direct control of the ISD and to be bound by the requirements of 34 C.F.R. 99.33 in reviewing and disclosing any personally identifiable student information.
3. Use of campus copier
4. Phone line and internet access
5. Input regarding CIS personnel who are stationed on the campus(s)
6. Assistance to CIS in collecting data on student attendance, behavior and achievement as necessary to complete reports required in this Agreement. Attached Exhibit A Data Collection Elements
7. Inclusion of CIS in the District Improvement Plan and Campus Improvement Plan(s)

II. Time of Performance

This AGREEMENT shall be for a term of twelve months, commencing on September 1, 2025 and continuing through August 31, 2026.

III. Compensation and Method of Payment

For consideration for the services to be performed by CIS under this AGREEMENT, the ISD shall pay to CIS \$ 562,500. Payment of \$281,250 shall be due and payable upon the execution of this Agreement. Balance of \$281,250 shall be due and payable on February 1, 2025.

IV. Additional Terms

1. Termination for Cause. Either party may terminate this Agreement if the other party is in breach of this Agreement. If a party ("First Party") believes the other party ("Second Party") is in breach of this Agreement, the First Party shall notify the Second Party in writing of the breach and the Second Party shall have thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) day period, the First Party may terminate this Agreement after providing five (5) days written notice. Provided, however, that nothing herein shall preclude either party from immediately terminating this Agreement to avoid an immediate threat to public health or safety, or for grounds otherwise permitted in this Agreement.

2. Termination for Convenience. ISD may terminate this Agreement without cause by giving thirty (30) days notice of termination to CIS. CIS shall continue to provide services during such thirty-day period unless a shorter period is agreed to by both parties. CIS shall be paid for all services performed until the earlier of the date of termination or the date upon which CIS ceases performance of the contract by mutual agreement. Compensation for

services shall be at a daily rate of 1/365th of the total compensation listed in Article III. In the event CIS has been paid for services not performed, CIS shall return such unearned payments at a daily rate of 1/365th of the total compensation listed in Article III within 30 days following the date of termination.

3. ISD Not Liable. ISD shall not be liable to CIS or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about ISD premises caused by any act or omission of CIS, its agents, servants or employees, or of any other person entering upon ISD premises under express or implied invitation by CIS.

4. CIS Not Liable. CIS shall not be liable to ISD or its employees, agents, invitees, licenses or visitors, or to any other person for injury to person or damage to property on or about ISD premises caused by any act or omission of ISD, its agents, servants or employees, or of any other person entering upon ISD premises under express or implied invitation by ISD.

5. Access. CIS may be issued keys to buildings as required for CIS to carry out the terms of this Agreement. If CIS is not issued keys, then ISD personnel must be present to open and close buildings for CIS.

6. CIS's Indemnity. To the extent permitted by law, CIS agrees to indemnify, defend and hold ISD harmless from and against any claims by CIS, its clients, employees, or agents, or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by CIS's maintenance, use, or operation of ISD premises. Such duty to indemnify shall apply without regard to whether the claim shall arise from the negligence of CIS, ISD, or any combination thereof.

7. Representations and Warranties. CIS represents that is a non-profit corporation organized, validly existing, and in good standing under the laws of the State of Texas, and has the power and authority to enter into this Agreement and to fulfill the duties of this Agreement. CIS has obtained all necessary approvals to execute this Agreement and to fulfill the duties specified. This Agreement, as of the Effective Date, will constitute a valid and binding Agreement of CIS, enforceable against CIS in accordance with the terms of this Agreement.

8. Assignment. Neither party shall assign its rights under this Agreement, without the prior written consent of the other party.

9. Notices. Any payment, notice or document required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, with postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set out below, or to any other address within the United States as any party may hereafter specify by written notice delivered to the other parties hereto:

To:	Hays Consolidated Independent School District Division of Business & Operations Financial Svcs 21003 Interstate 35 Kyle, TX 78640
Attn:	Marivel Sedillo, Chief Academic Officer
To:	Communities In Schools of Central Texas 2521 East St. Elmo Austin, TX 78744
Attn:	Sharon Vigil, Chief Executive Officer

10. Invalid Provisions. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision shall be fully severable, and this Agreement shall be construed as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

11. Entire Agreement. This Agreement, together with any Program and Space Use Plans, embodies the entire agreement and understanding between the parties relating to the After-school Program Services and may not be

amended, waived or discharged except by an instrument in writing executed by both ISD and CIS. All prior statements, representations, and negotiations regarding the subject matter of this Agreement are deemed to have been integrated herein.

12. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. This Agreement shall not be construed more or less favorably with respect to either party.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns.

14. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, and only ISD and CIS have the right and standing to bring suit to enforce this Agreement.

15. Waiver. The provisions of this Agreement may be waived only by the written agreement of the parties. Delay or omission by either party to exercise any remedy or right accruing on default or breach of the other party does not alter or impair any remedy or right under this Agreement.

16. Relationship of Parties. ISD and CIS agree that this agreement shall create an independent contractor relationship only, and that nothing herein may be construed as creating any general or limited partnership, corporation, joint venture, or other jointly owned or operated business entity of any description.

17. Employees of Parties. Each party shall be solely responsible for hiring, training, supervising, and compensating their respective employees. No employee of either party shall, by reason on this contract, be considered an employee of the other party, as jointly employed, or otherwise eligible for any benefits of employment by the other party.

.1 The parties recognize that employees of CIS may, from time to time, be required to comply with directives from ISD's campus Principal or other administrative personnel. ISD and CIS expressly agree that neither will assert that an employee of the other was at any time acting as a borrowed servant, except pursuant to a separate, written agreement granting to a party a general right of control over an employee of the other party.

.2 Nothing herein may be construed as an attempt by either party to waive or in any restrict the application of any common law or statutory immunity available to CIS's employees as professional school employees or school district volunteers.

18. Information Regarding Children with Disabilities. CIS agrees that it will, to the maximum extent permitted by law, share information with ISD regarding children who are eligible or potentially eligible for ISD services pursuant to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400, et seq.) and/or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794). Such information will be used by ISD solely for purposes of assessing and providing educational services to the student, and all such information will be maintained in confidence in accordance with ISD policies.

19. Employee Conduct. CIS agrees that it will establish standards of employee and/or volunteer conduct in the workplace addressing conduct towards other CIS employees, volunteers, ISD employees, students and members of the public. Such policies shall not be less stringent than those established by the ISD board of trustees in its published policies. CIS may satisfy its obligations under this paragraph by adopting ISD's policies by reference, but shall not thereby be entitled to confer upon CIS's employees any rights as an employee of ISD.

Dr. Eric Wright, Superintendent of Schools

Sharon Vigil, Chief Executive Officer

Date of Acceptance

Date of Acceptance

EXHIBIT A: DATA COLLECTION ELEMENTS

Hays Consolidated ISD (ISD) agrees to provide student data access to the authorized staff of Communities In Schools for the purpose of ongoing monitoring of academic progress of the ISD students enrolled in Communities In Schools programs. The terms of this agreement are in effect as long as the contract for services between ISD and Communities In Schools is in effect or until terminated by one or both parties.

Communities In Schools will be able to generate standard reports of participants' aggregated student information (e.g., average attendance, discipline and academic achievement). ISD will provide Communities In Schools access to the following individual student level data during the term of this agreement at campuses served by Communities In Schools.

- Data Fields - Student First, Middle and Last Name, Student DOB, Student State ID, Guardian Name, Guardian address, Guardian Telephone Number, Campus Name
- Demographics – 11-digit TEA identification number, date of birth, age, gender, ethnicity, grade level, ISD enrollment dates, and types of services received, English Language Learner (ELL) flag, free/reduced lunch status, Special Education Plan, 504 Plan, retained flag, homeless flag, and unaccompanied youth flag.
- Attendance (current and previous school year) – days enrolled, date absent, absence reason and dates tardy.
- At-Risk Status and Identifier
- Grades (current and previous school year) – teacher's names, courses, grades, teacher comments, personal development scores, missing assignments, HS graduation date, HS endorsement track, credits attempted (HS only), credits earned (HS only), class rank (HS only) and cumulative GPA (HS only).
- Discipline (all the years enrolled in the ISD) – dates, reasons, actions and incident location.
- Standardized Test Scores – District, State and National standardized tests (For example – STAAR, American College Testing (ACT) etc.), Student Benchmark Assessment Scores, ISIP, ACT, SAT, TSI, PSAT, and AP Scores and Participation
- Interventions and Services.

Communities In Schools assures that individual student data made available under this agreement is strictly utilized for student tracking, program delivery and reporting to Texas Education Agency. Communities In Schools assures that in all reports and communications, electronic or otherwise, derived from information made available under this agreement, all data shall be de-identified or aggregated in such a way no individual will be identified directly or by deduction. Communities In Schools assures that individual student data will not be released to a third party without a parental consent

Communities In Schools agrees to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act, (FERPA) (20 USC § 1232g, et seq.) governing the sharing of student information. Any unauthorized disclosure of confidential student information is a violation of FERPA and shall not be permitted to occur.

Communities In Schools shall provide ISD with a sworn affidavit that saved data in any form, whether physically or electronically saved, have been destroyed at the end of the contract term.

Authorized Signatures:

Sharon Vigil, Chief Executive Officer
Communities In Schools

Date

Dr. Eric Wright, Superintendent of Schools
Hays Consolidated Independent School District

Date