

**First Amended and Restated Interlocal Agreement
Between
Texas Tech University and Midland Independent School District**

This First Amended and Restated Interlocal Agreement (the “Agreement”) is effective as of the 1st day of April 2026 between Midland Independent School District (“MISD”) and Texas Tech University, on behalf of its College of Education (“TTU”). MISD and TTU may be individually referred to as a “Party” or, collectively, as the “Parties.”

WHEREAS, TTU operates a Principal Fellowship Program (the “TTU Principal Fellows Program”);

WHEREAS, the Parties previously entered into that certain Interlocal Agreement, by and between the Parties, dated June 1, 2023 (the “Original Agreement”) in which the Parties worked to identify TTU Principal Fellows within MISD (the “MISD Principal Fellows”);

WHEREAS, the recitals of the Original Agreement are restated and incorporated herein;

WHEREAS, the TTU Principal Fellows Program for MISD Principal Fellows has historically been funded through federal or state grants;

WHEREAS, for the MISD Principal Fellows beginning in 2026, the TTU Principal Fellows Program will be funded in accordance with the terms of a grant agreement to be negotiated and executed between TTU, Texas Tech Foundation, Inc., and the Scharbauer Foundation (the “2026 Funding Arrangement”);

WHEREAS, in accordance with Section 1 of the Term and Termination section of the Original Agreement, the Parties may amend the Original Agreement at any time in writing upon signature of authorized representatives from both Parties;

WHEREAS, the Parties now desire to amend and restate the Original Agreement to document a restatement and clarification of obligations between the Parties based upon the anticipated requirements in the 2026 Funding Arrangement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. TERM; TERMINATION

- 1.1 Initial Term. This Agreement shall be in effect from April 1, 2026 (the “Effective Date”) through August 31, 2028 (the “Initial Term”).
- 1.2 Renewal. The Parties may renew this Agreement by a mutual agreement in writing signed by both Parties.
- 1.3 Termination. Either Party may terminate this Agreement by giving ninety (90) days’ notice to the other Party.

- 1.4 Effect of Termination. In the event one or more MISD Principal Fellows are enrolled in a master's degree program at TTU at the time of termination, the Parties agree that any funding available under the 2026 Funding Arrangement shall continue to be applied to such MISD Principal Fellow's tuition and fees at TTU for so long as the MISD Principal Fellow is enrolled and in good standing in the master's degree program. Any MISD Principal Fellow participating in a master's degree program as part of the TTU Principal Fellows Program who is enrolled and in good standing will be permitted to continue in the master's degree program at his or her own cost if funding is no longer available upon termination of this Agreement.

II. CURRENT MISD PRINCIPAL FELLOWS

- 2.1 Incorporation of the Terms of the Original Agreement. As of the Effective Date of this Agreement, the current MISD Principal Fellows who began participating in the TTU Principal Fellows Program prior to the Effective Date of this Agreement (the "Grandfathered Fellows"), shall continue in the TTU Principal Fellows Program under the terms of the Original Agreement. Each Party's obligations shall continue under the terms of the Original Agreement until completion of the Grandfathered Fellows in the TTU Principal Fellows Program or until August 31, 2026, whichever date is sooner (the "Expiration of the Original Agreement Terms").
- 2.2 Amended and Restated Terms. Upon the Effective Date, the Amended and Restated Terms of the Agreement (as further described in Sections III through VI of this Agreement) shall control for the MISD Principal Fellows class that begins in 2026, and until expiration of the Term of this Agreement or as otherwise amended by written agreement of the Parties.

III. JOINT OBLIGATIONS OF THE PARTIES

- 3.1 Identifying and Selecting MISD Principal Fellows. The Parties shall work together to identify and select qualified MISD applicants to enter into the TTU Principal Fellows Program.
- 3.2 Identifying Educational Leadership Opportunities. The Parties shall work together to identify appropriate educational leadership opportunities for the MISD Principal Fellows that are relevant to the TTU Principal Fellows Program learning and development goals and experiences.
- 3.3 Planning, Implementation and Improvement. The Parties shall work collaboratively to plan, implement, and improve the TTU Principal Fellows Program, including curriculum development, professional development, and student services.

IV. MISD OBLIGATIONS

- 4.1 Provide Full-Time Employment for MISD Principal Fellows. MISD shall employ the MISD Principal Fellows full time for the duration of the TTU Principal Fellows Program. MISD shall provide the salary and benefits to the MISD Principal Fellows commensurate with other MISD employees with similar years of service and experience.

- 4.2 Three-Year Post-Fellowship Commitment. Following completion of the TTU Principal Fellows Program, MISD shall contract with each MISD Principal Fellow to be employed by MISD as an assistant principal for a minimum of three (3) years.
- 4.3 MISD Space and Mentorship. MISD shall provide the space needed for MISD Principal Fellows to meaningfully participate in the TTU Principal Fellows Program, including classrooms, labs, offices, and libraries that promote collaboration of MISD students, faculty, staff, and community members as part of the TTU Principal Fellows Program. MISD shall designate qualified MISD personnel to serve as mentors to the MISD Principal Fellows. The MISD mentors shall participate meaningfully in the TTU Principal Fellows Program, including, but not limited to, discussing case study coursework, participating in program planning, providing leadership opportunities and related coordination to promote the success of the TTU Principal Fellows Program.
- 4.4 Identify Candidates and Participate in the Interview Process. MISD shall identify MISD teachers who demonstrate leadership capabilities and exhibit an interest in becoming principals. MISD shall provide information about the TTU Principal Fellows Program to potential MISD candidates and include TTU in the recruitment process. MISD shall provide a vetted list of prospective candidates to TTU for review. Upon agreement of the Parties, MISD shall interview qualified candidates for the TTU Principal Fellows Program.
- 4.5 Coordination, Placement, Coverage for MISD Principal Fellows. MISD shall do the following:
 - 4.5.1 Designate MISD administrative personnel to serve as central administration contacts for the TTU Principal Fellows Program;
 - 4.5.2 Report to the MISD Superintendent or his/her designee on the progress of the MISD Principal Fellows and the status of the TTU Principal Fellows Program;
 - 4.5.3 Participate in regular check-ins with TTU to ensure that course goals are being met and each of the MISD Principal Fellows are on track to complete the master's degree program and the TTU Principal Fellows Program;
 - 4.5.4 Place each MISD Principal Fellow on a campus where he/she has not previously served in a teaching role and can be assigned to an MISD mentor in a 1:1 ratio;
 - 4.5.5 Release the MISD Principal Fellows from job-related duties every Thursday by 1PM, or an alternate day and time otherwise agreed to by the Parties, to permit the MISD Principal Fellows to attend classes; and
 - 4.5.6 Release the MISD Principal Fellows from job-related duties the second week of June, or an alternate time otherwise agreed to by the Parties, to permit the MISD Principal Fellows to participate in the TTU Principal Fellows Program Summer Institute.

V. TTU OBLIGATIONS

- 5.1 General Oversight of the TTU Principal Fellows Program. TTU, through its College of Education and the College of Education faculty, shall be responsible for planning the

coursework for the Master's Degree in Educational Leadership, which will serve as the master's degree program associated with the TTU Principal Fellows Program. TTU shall evaluate and approve the official curriculum for the master's degree program in accordance with Texas Higher Education Coordinating Board requirements. TTU shall provide the administrative oversight for the TTU Principal Fellows Program, including application of grant funding to the MISD Principal Fellows tuition and fees for the master's degree program.

5.2 Outreach and Network Support. TTU, through its College of Education and the College of Education faculty, shall provide the following:

5.2.1 Outreach and support to the MISD Principal Fellows for navigating the TTU system matriculation processes (e.g., admissions, financial aid (if applicable), and other resources available to TTU students);

5.2.2 A network of support for the MISD Principal Fellows, including certification preparation for the Performance Assessment for School Leaders and the TExES 268 exam certification requirements;

5.2.3 Assistance in the retention of all MISD Principal Fellows by advising on additional services and programs that promote the success of the TTU Principal Fellows Program.

5.3 Administration of Grant Funding. In accordance with the requirements of the 2026 Funding Arrangement, TTU shall be responsible for the administration of the funding in support of the MISD Principal Fellows participating in the TTU Principal Fellows Program, including compensating MISD for its contributions to the TTU Principal Fellows Program. In exchange for MISD's obligations under this Agreement, TTU shall pay to MISD One Hundred Forty-Five Thousand Six Hundred Eighty Dollars (\$145,680) per year for one (1) year, to be paid in a lump sum by July 1.

VI. MISCELLANEOUS

6.1 Independent Contractor. This Agreement does not form a joint venture or partnership. Neither Party will be responsible to the other Party for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will either Party furnish to the other Party any medical or retirement benefits or any paid vacation or sick leave. Each Party is responsible for conduct of its business operations.

6.2 Assignment. Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable without both Parties' prior written agreement. Neither Party will assign or sub-award any portion of this Agreement without the other Party's prior written approval, which will not be unreasonably withheld.

6.3 Subcontractors. Neither Party shall assign any of its duties or responsibilities under this Agreement to any subcontractor, except as expressly provided for in this Agreement and pre-approved by the other Party in writing. A Party's subcontractors providing services under this Agreement shall meet the same requirements and level of experience required of that Party. No subcontract under this Agreement relieves either Party of the responsibility for the performance of its obligations under this Agreement.

6.4 Notices. Any notices or demands required or permitted by law or any provision of this Agreement shall be in writing and mailed by United States mail, postage prepaid, registered or certified mail with return receipt requested to the following address:

MISD: [_____]
[_____]
[_____]
ATTN:[_____]

TTU: Texas Tech University
[_____]
[_____]
ATTN:[_____]

- 6.5 Governing Law. This Agreement shall be governed by the laws of the State of Texas and venue shall be in Lubbock County, Texas.
6.6 Force Majeure. "Event of Force Majeure" means an event beyond the control of either Party which prevents or makes a Party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: acts of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. Neither Party will be considered in breach of the Agreement to the extent that performance of its respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the Term (or after execution of the Agreement but prior to the beginning of the Term). A Party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. In the event of an Event of Force Majeure, the Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.
6.7 Entire Agreement; Amendments and Waivers. This Agreement (including the documents delivered pursuant hereto), supersedes all prior documents related to this transaction and constitutes the entire understanding between the Parties with respect to the subject matter hereof. Any modification or amendment to or waiver of any provision of this Agreement (or any document delivered pursuant hereto unless otherwise expressly provided therein) may be made only by an instrument in writing executed by both Parties.
6.8 Expenses. Each Party to this Agreement shall bear its own fees, costs, and expenses incurred in connection with the negotiation and consummation of this Agreement and the agreements, documents and transactions contemplated hereby, including without limitation all legal fees, accounting fees, and expenses of its representatives and agents related to this Agreement.
6.9 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the Term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

- 6.10 Survival. Provisions hereof that by their nature are intended to survive, including but not limited to confidentiality obligations, indemnification, and insurance, shall survive expiration or termination of this Agreement.
- 6.11 Limitation on Liability. It is understood and agreed that neither Party will be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law, and this Agreement will not be construed as seeking to either enlarge or diminish any obligation or duty owed by a Party to the other Party or to any third party. It is understood and agreed that neither Party will be liable for any indirect or consequential damages.
- 6.12 Remedies Cumulative. The remedies of the Parties under this Agreement are cumulative and shall not exclude any other remedies to which any Party may be lawfully entitled.
- 6.13 State Funding. Both Parties' performance under this Agreement may be dependent upon appropriation and allotment of funds by the Texas legislature ("Legislature") and/or allocation of funds by each Parties' respective Board of Regents or Board of Trustees ("Board"). The Parties acknowledge that such appropriation, allotment, and allocation of funds are beyond the Parties' control. If the Legislature fails to appropriate, or Board fails to allocate, necessary funds for a Party, or if there is a reduction of a Party's funding from other revenue sources, that Party will issue written notice to the other Party and that Party may terminate this Agreement without further duty or obligation hereunder, other than payment for goods and services already delivered or provided prior to the effective date of such termination. Neither the execution of this Agreement by a Party nor any other conduct, action or inaction of any representative of a Party relating to this Agreement constitutes or is intended to constitute a waiver of either Party's or the state's sovereign immunity to suit, and neither Party has waived its right to seek redress in the courts.
- 6.14 FERPA. If given access to personally identifiable information about any student during performance of this Agreement, both Parties agree to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in the Family Educational Rights and Privacy Act ("FERPA") 34 CFR § 99.3. To the extent a Party has access to or creates "education records" ("FERPA Records") under this Agreement or is deemed a "school official", as these terms are defined in FERPA, that Party represents, warrants, and agrees it will: (1) hold FERPA Records in strict confidence and will not use or disclose FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the other Party in writing; (2) safeguard FERPA Records according to commercially reasonable administrative, physical, and technical standards that are no less rigorous than the standards by which that Party protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that FERPA Records are safeguarded in accordance with the terms of this Agreement. At the other Party's request, a Party agrees to provide the other Party with a written summary of the procedures it uses to safeguard FERPA Records. Each Party agrees to include this same provision in all of its subcontracts and affiliate agreements related to this Agreement where such subcontractors or affiliates may have access to or create FERPA Records. Each Party ("Responsible Party") will hold harmless the other Party from and against all claims, actions, and proceedings resulting from the Responsible Party's or its subcontractor's or affiliate's breach of any obligations under this paragraph.
- 6.15 Public Records. It shall be the independent responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"),

as those provisions apply to the Parties' respective information. TTU is not authorized to receive public information requests or take any action under the Public Information Act on behalf of MISD. Likewise, MISD is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of TTU.

6.16 Certification. The Parties certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected State 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.

6.17 Duly Authorized Signatory. The individuals executing this Agreement acknowledge that each is duly authorized to execute this Agreement. Both Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Texas Tech University

Midland Independent School District

Executive Vice President and Chief Financial
Officer



MISD Board President

Date



Date