



**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2020-2021 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the Galveston Independent School District, ("GISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the GISD and to state the terms, rights and duties of the contracting parties.

1. **Term.** For the period beginning August 24, 2020 and ending June 3, 2021, HCDE agrees to provide services described herein for one (1) total: Adaptive Behavior Program/LIFE Skills Program unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the GISD.
2. **Services.** HCDE agrees to provide facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) in accordance with applicable law. HCDE agrees that all services provided by HCDE hereunder shall be provided by certified/licensed providers when required by applicable law. HCDE may perform the services contracted for herein by using its own employees or independent contractors.
3. **Reporting.** HCDE agrees to furnish the GISD with a monthly statement of student(s) attendance. GISD retains the responsibility to report GISD student(s) average daily attendance and other required information through the Public Education Information Management System ("PEIMS").
4. **Accounting Records.** HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the GISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the GISD.
5. **Placement of Students.** The student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the GISD, and recommended for services as described herein. The ARD Committee of the GISD has affirmed the placement and approved the recommendation of such contracted services. The GISD shall comply with HCDE's procedures for requesting placement of a GISD student at HCDE prior to consideration of the placement by GISD's ARD Committee. An HCDE representative must participate in the GISD ARD Committee meeting considering placement at HCDE.
6. **Local Education Agency.** Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in GISD and are considered students of GISD for all purposes. GISD remains the Local Education Agency ("LEA"), as that term is defined by the Individuals with Disabilities Education Act ("IDEA"), and solely retains the obligation to provide and to ensure that any GISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. GISD retains all responsibilities required of the LEA pursuant to the IDEA, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA or other applicable law regarding a GISD student placed at HCDE, GISD recognizes and acknowledges that HCDE is not the LEA for the GISD student and is in no way liable to the student, parent, or GISD under the IDEA or other applicable law.
7. **Student Records.** GISD will provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) prior to the student(s)'s first day of attendance at HCDE. GISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be requested from or obtained by the GISD during the term of this Contract. Student records to be provided by GISD include,

but are not limited to, the following: (a) the most recent copy of the student's individualized education program ("IEP"); (b) any relevant evaluation reports; and (c) the student's most recent IEP progress report.

8. **Confidentiality.** For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, student identification number, and any student information protected by by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the IDEA, as amended; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and GISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which GISD would otherwise use its own employees; (2) both parties have been determined to meet the criteria set forth in GISD's annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) GISD is under HCDE's direct control with respect to GISD's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under GISD's direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by GISD; and (5) both parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each party has specific authorization from the other party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA, and the Texas Identity Theft Enforcement and Protection Act.

9. **ARD Meetings.** GISD agrees to invite an HCDE representative as a non-consensus member to any GISD ARD Committee meeting for GISD student(s) receiving services from HCDE pursuant to this Contract. A member of the GISD special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit per semester.
10. **Transportation.** GISD is responsible for providing transportation of GISD student(s) to and from HCDE. Locations of pick-up and drop-off points and times of service will be determined by representatives of GISD and HCDE.
11. **Special Education Services.** Notwithstanding GISD's obligation as the LEA as described by the IDEA, HCDE agrees to provide all special education and related services required to implement the student's IEP as developed by the GISD ARD Committee. HCDE will update the GISD on the implementation of the IEP at least once per HCDE grading period, or upon request by GISD.
12. **Request for Change of Placement.** HCDE reserves the right to request that a student placed at HCDE pursuant to this Contract be returned to placement in GISD, the district of enrollment. Upon such request from HCDE, GISD shall conduct an ARD Committee meeting within thirty (30) calendar days to consider the student's placement.

- 13. Invoices and Payment.** In consideration of the services provided herein, the **GISD** agrees to pay **HCDE** a total amount of **\$23,853**. Total amount is calculated by multiplying the number of units X annual out-of-county tuition rate (**\$23,853**).

**HCDE** will invoice **GISD** and payment will be due immediately upon receipt of invoice. **GISD** agrees to pay **HCDE** in the following manner:

- 50% of annual total amount due will be invoiced in **September 2020**
- 50% of annual total amount due will be invoiced in **January 2021**

If Applicable in consideration of Extended School Year Services (**ESY**) provided herein, **GISD** agrees to pay **HCDE**:

- **\$5,806** out-of-county tuition rate times number of **ESY** students enrolled.
- 100% of **ESY** total amount due will be invoiced in **July 2021**.

In the event that **GISD** makes a payment to **HCDE** with a credit card, **GISD** agrees to pay to **HCDE** a surcharge fee consisting of any applicable credit card fees and costs borne by **HCDE**, including, without limitation, the processing fee(s) charged to **HCDE** by the credit card company(ies).

**GISD** may sell unused units to another district upon obtaining **HCDE**'s prior written consent.

- 14. Funding.** The source of funding for this Contract will be from **GISD** funds. The parents of the student(s) placed at **HCDE** pursuant to this Contract shall not be charged for the services contracted under this Contract.
- 15. Amendment.** This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract. Either party may terminate this Contract with or without cause with thirty (30) days written notice to the other party.
- 16. Current Revenues.** Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
- 17. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
- 18. Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

**HCDE**  
Attention:  
James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

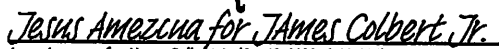
**GISD**  
Attention:  
Dr. Kelli Moulton, Superintendent  
3904 Galveston, TX 77550

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

19. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
20. **Separate Entities.** This Contract does not create a joint venture or business partnership under Texas law.
21. **Severability.** In the event that 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 provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
22. **Immunities.** Nothing in this Contract waives or alters any immunities provided to either party, their trustees, officers, agents, or employees, under Texas or federal law.
23. **Third-Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
24. **Force Majeure.** Neither HCDE nor GISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, floods, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
25. **Contract Interpretation.** The parties agree that the normal rules of construction that require any ambiguities in this Contract as to be construed against the drafter shall not be employed in the interpretation of this Contract.

  
\_\_\_\_\_  
District School Superintendent/Designee

10/8/2020  
\_\_\_\_\_  
Date

  
Jesus Amezcua for James Colbert Jr. (Oct 12, 2020 12:09 CDT)  
\_\_\_\_\_  
Harris County School Superintendent/Designee

Oct 12, 2020  
\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19910060100131 57250001 ABS East











# FY21 ABSE Annual Contract Galveston 1 signed

Final Audit Report


2020-10-12

Created:	2020-10-09
By:	Denise Alamos (dalamos@hcde-texas.org)
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## "FY21 ABSE Annual Contract Galveston 1 signed" History

-  Document created by Denise Alamos (dalamos@hcde-texas.org)  
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 Agreement completed.  
2020-10-12 - 5:09:48 PM GMT