

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

2026-2027 ANNUAL CONTRACT

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

1. Term. This Contract is for the term of **September 8, 2026**, through **June 3, 2027**. During said term, HCDE agrees to provide services described herein for **two (2) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the HISD.

2. HCDE Responsibilities.

- a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
- b) HCDE agrees to furnish the HISD with a monthly statement of student(s) attendance. HCDE agrees to furnish HISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by HISD.
- c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students’ parents/guardians.
- d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the HISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the HISD.

3. HISD’s Responsibilities.

- a) HISD is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of HISD and HCDE.
- b) HISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)’s first day of attendance at ABS East. **See the Compliance and Curriculum Guide for more details.** HISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by HISD during the term of this Contract. HISD shall provide copies of additional records, including HISD Records, as reasonably requested by HCDE.
- c) HISD retains the responsibility to report HISD student(s)’s average daily attendance and other required information through the Public Education Information Management System (“PEIMS”).

4. Student Records; 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, and student identification number, and any student information protected by law, including “personally identifiable information” and student “education records” as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 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 Individuals with Disabilities Education Act, as amended (“IDEA”); “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 HISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which HISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in HISD’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) HISD is under HCDE’s direct control with respect to HISD’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under HISD’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; 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.

5. **Immunity.** Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.
6. **Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.
7. **Special Education Services.**
 - a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within HISD and recommended for services as described herein. The ARD Committee of HISD has affirmed the classification and approved the recommendation of such contracted services.
 - b) HCDE will be available for participation with the HISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the HISD on the implementation of the IEP at least once per semester. A member of the HISD special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least **two** on-site visits annually.
 - c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.
 - d) HISD agrees to invite an HCDE representative as a non-consensus member to any HISD ARD Committee meeting for HISD student(s) placed at ABS East pursuant to this Contract.
 - e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.
 - f) **HISD agrees to provide and maintain in good, working condition any assistive technology devices needed by the student(s) and to provide any services required by the student’s ARD that are not provided by HCDE, including, but not limited to, speech therapy services, dyslexia services, Accelerated Instruction, etc. HISD, not HCDE, is responsible for directly providing or contracting for such devices and/or services. To the extent services are provided by a non-HISD employee (such as an independent contractor) at HCDE facilities, HISD shall ensure that the**

service provider has complied with all applicable requirements to provide such services to HISD's students, including, but not limited to, national criminal history fingerprinting requirements set forth in Tex. Educ. Code Ch. 22, pre-service affidavit requirements of Tex. Educ. Code § 22A.055, and misconduct reporting requirements of Tex. Educ. Code § 22A.052.

- g) When determined by the ARD Committee for the HISD's student, a student receiving special education services may qualify to have a paraprofessional provided at a one-to-one ratio for additional support. The 1:1 aide ("1:1 Education Aide") provides support to the student as affirmed and approved by the student's ARD Committee and as delineated by the student's IEP, which, by way of example, may include personal care (i.e., diapering, feeding, etc.), behavior management support and documentation, instructional support, activities of daily living, social skills practice, task redirection, discreet trial training, home contact, amongst others (collectively "One-to-One Services"). If consideration of the provision of One-to-One Services, the HISD shall pay HCDE a one-to-one services fee, as outlined in Section 9, below.

8. Local Education Agency.

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in HISD and are considered students of HISD for all purposes. HISD remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that any eligible HISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. HISD retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, 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, Section 504, or other applicable law regarding an HISD student placed at HCDE, HISD recognizes and acknowledges that HCDE is not the LEA or Recipient for the HISD student and is in no way liable to the student, parent, or HISD under the IDEA, Section 504, or other applicable law.

- 9. Invoices and Payment.** In consideration of the services provided herein, HISD agrees to pay HCDE a total amount of **\$60,700**. Total amount is calculated by multiplying the number of units times the annual **out-of-county** tuition rate of **\$30,350**.

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

- 100% of annual total amount due will be invoiced in **September 2026**

If applicable, in consideration of the provision of the below-listed service(s), HISD agrees to pay HCDE in the following manner:

- **\$15,000 per seat for dyslexia services, utilizing the Reading by Design Curriculum.**
- **\$42,000 out-of-county per 1:1 Educational Aide for One-to-One Services ("One-to-One Services Fee").**
- **100% of dyslexia services fees and/or One-to-One Services Fee will be invoiced in September 2026.**

If applicable, in consideration of Extended School Year Services (ESY) provided, HISD agrees to pay HCDE in the following manner:

- **\$7,350 out-of-county tuition rate times number of ESY students enrolled.**
- **100% of ESY total amount due will be invoiced in July 2027.**

- a) In the event that HISD makes a payment to HCDE with a credit card, HISD 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).
- b) HISD may sell unused units to another HISD upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from HISD State (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. HISD Liaison. HISD shall appoint a qualified liaison to communicate on behalf of HISD with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The HISD liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with HISD employees and student(s)'s parents/guardians, as necessary.

11. Termination.

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to HISD. If HCDE exercises such termination right, HCDE shall have no obligation to refund to HISD the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) **To the greatest extent practicable, the HISD shall provide HCDE with notice that a student receiving One-to-One Services is leaving an Academic Behavior School (whether the student is returning to the HISD or moving to another HISD). In such event, if the student returns to the HISD, the HCDE-provided 1:1 Education Aide will remain as an employee of HCDE until the end of the school year and will continue to work with the student at the HISD, unless in the sole discretion of HCDE, it is no longer practicable for the 1:1 Education Aide to provide the One-to-One Services at such location. In no event shall HCDE be required to refund the One-to-One Services Fee, unless in the sole discretion of HCDE, extenuating circumstances exist that warrant a prorated refund.**
- d) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to HISD. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to HISD within ten (10) business days following the date of termination or expiration, at the written request of HISD.

12. Equal Opportunity. It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. HISD agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

13. 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.

14. Notice. Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE

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

HISD

Attention: Dr. Darryl J. Henson, Superintendent of Schools
7801 Neville Ave
Hitchcock, TX 77563

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.

- 15. 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.
- 16. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 17. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 18. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. HISD assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. HISD agrees that HCDE has no responsibility for any conduct of HISD or HISD's employees, agents, representatives, contractors, or subcontractors.
- 19. Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
- 20. Force Majeure.** Neither HCDE nor HISD 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, 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.
- 21. Severability.** In the event that any one or more of the terms or 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. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 22. Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

23. Captions. The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

24. Entire Agreement. This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and HISD.

_____ HISD School Superintendent/Designee	_____ Date
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_____ Harris County School Superintendent/Designee	_____ Date
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For HCDE Office use only: Revenue Account No. 19970060100131 57250001 **ABS East**