

Harris County Department of Education CASE Debates Interlocal Agreement

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Goose Creek ISD, an independent school district and/or charter school ("ISD"), located in Baytown, TX, for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas.

HCDE, HCDE's Center for Afterschool, Summer and Enrichment for Kids ("CASE for Kids"), and Houston Urban Debate League ("HUDL") operate a joint project, "HCDE CASE Debates" to provide debate programs and camps for at-risk teens in Harris County school districts.

Both HCDE and ISD desire to set forth, in writing, the terms and conditions of their agreement relating to ISD's participation in HCDE CASE Debates.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. This Agreement shall be for the period beginning August 29, 2026 and ending August 31, 2027. Subject to the receipt of sufficient appropriated funds from HCDE and HCDE's written approval, this Agreement may be renewed for additional year(s).
2. Compensation and Funding. Subject to the following paragraphs, HCDE will pay the ISD an amount not to exceed \$2,500.00 for providing the ISD's CASE Debates program coach(es) supplemental duty pay at Ross Sterling High School campus to serve at least four (4) but no more than twenty-five (25) students ("Coach's Supplemental Duty Pay"). HCDE will only pay the maximum of \$2,500.00 per campus to the ISD regardless of the number of CASE Debates Coaches assigned by the ISD. The ISD assumes responsibility for how the Coach's Supplemental Duty Pay received from HCDE may be divided between one or more CASE Debates coaches. The ISD must submit a Stipend Verification Form detailing expectations of the project were met with supporting documentation for the CASE Debates project and an invoice to receive payment of the Coach's Supplemental Duty Pay. HCDE requires that all teachers must attend CASE Debates affiliated events to receive credit for the teacher stipend. Physical copies of attendance records are required for data management. These individual campus responsibilities are not to be shared amongst

affiliated participating schools in ISD. HCDE will pay the ISD within 45 days of receiving an invoice and the project documentation required herein. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the Term of this Agreement will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code.

The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its CASE Debates project in accordance with the project description, including all requirements listed herein, including, but not necessarily limited to: maintaining an assigned CASE Debates Coach in the ISD where the CASE Debates programs are provided; offering debate practice during non-regular school hours; maintain the number of students served in the ISD by the CASE Debates project; and fulfillment of the total number of events attended. It is expected that the ISD will meet 80% of the project's requirements. The ISD agrees that if any time after [January 4, 2027], the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to meet at least 80% of the project guidelines, HCDE reserves the right to reduce the Coach's stipend by 50%.

3. Agreement. This Agreement and the attached and incorporated addenda or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

4. Purpose and Scope of Work.

A. **HCDE agrees to:**

- I. Provide a Coach's Supplemental Duty Pay not to exceed \$2,500.00 per campus;
- II. For in person events provide transportation to a maximum of (2) CASE Debates sponsored debate tournaments and (1) CASE Debates sponsored seminar.
- III. Conduct CASE Debates seminars, tournaments, and other sponsored activities, as determined by HCDE;
- IV. For in-person events provide breakfast, lunch, and snack at CASE Debates seminars, tournaments and field trips; dinner is provided at all tournament activities;
- V. Provide scholarships for selected students to participate in the HUDL and CASE Debates Summer Debate Camp, in HCDE's sole discretion and subject to scholarship eligibility requirements set by HCDE and/or HUDL;
- VI. Provide technical assistance, training, and coach support;
- VII. Provide curriculum, materials and a starter supply kit; and
- VIII. Provide registration forms that include parental consent for participation, program evaluation, media use, and release of FERPA-protected student information to HCDE;
- IX. Through the sponsorship of HUDL, provide payment of expenses associated with the National Association for Urban Debate Leagues (NAUDL) Urban Debate League National Championship (*Location and Date TBD*) for HUDL City Championship team qualifiers (First Place and Second Place winners and their coach) and World Schools Teams to compete in the National Speech and Debate

Association (NSDA) Tournament in Phoenix, Arizona – Centennial Year (June 13 -20, 2027).

B. ISD acknowledges and agrees to:

- I. Appoint one (1) or two (2) CASE Debates coaches at each participating campus to coach students in preparation of CASE Debates tournaments; the coach should be associated with the campus and be familiar with teaching students;
- II. Offer a CASE Debates practice no less than (1) day a week and one (1) hour, during non-regular school hours (i.e. before school, after school, weekend, etc.) during debate season (August 29, 2026 – May 1, 2027); classes may continue through the Spring 2027 semester in preparation of CASE Debates approved national qualifying tournaments and summer camp;
- III. Provide the CASE Debates program to at least the four (4) but no more than twenty-five (25) students per participating campus; more than twenty (25) students per participating campus may participate with HCDE's prior written consent;
- IV. Attend at least four (4) CASE Debates events with at least four (4) or more students; these events include seminars, tournaments, and other approved CASE Debates and HUDL sponsored events;
- V. Serve as a CASE Debates Tournament judge if and when needed; refusal to do so will result in a reduction of coach stipend by 20%.
- VI. Secure permissions from students' parents/guardians on forms for program participation, program evaluation, media releases, and release of FERPA-protected information to HCDE, as requested by HCDE, using the HCDE forms as they currently exist or may be amended in the future;
- VII. Comply with all ISD procedures for student travel on field trips.
- VIII. Maintain responsibility for supervision of each participating schools' students. HCDE CASE Debates program and activities as well as follow district and CASE Debates code of conduct;
- IX. Enter student attendance records for participating teams at CASE Debates tournaments into a tabulation software and provide HCDE with a physical copy of attendance record management;
- X. Participate in ongoing evaluation of the CASE Debates program, including, but not limited to, student, parent, and teacher surveys, as well as focus groups;
- XI. Collect and provide student level data requested by HCDE to HCDE no later than May 31, 2027 for each student for whom FERPA consent to release student level data has been obtained; student level data shall include, but is not limited to the following: grade level, attendance, ethnicity, gender, STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, and disciplinary reports for students in the CASE Debates program. All student level data shall be used for purposes of program evaluation and education research; and
- XII. Participate in site visits throughout the CASE Debates season to assess program quality;
- XIII. Adhere to and enforce the following requirements in order for a debate team to qualify for participation in the HUDL City Championship on February 26, 2027 and National Tournament, defined to include the National Tournament (Location and Dates TBD) in June 2027), the National Association for Urban Debate Leagues

(NAUDL), Urban Debate League National Championship (Policy Debate) (Location and Dates TBD), and the National Speech & Debate Association (NSDA): each member of the debate team must either (a) attend the CASE Debate Seminar, attend two (2) 2026-2027 regular season HCDE CASE Debate tournaments, and compete at the varsity level in the pre-qualifying tournament on February 13, 2027; or (b) attend three (3) 2026-2027 regular season HCDE CASE Debate tournaments and compete at the varsity level at the pre-qualifying tournament on February 13, 2027. Additionally, only the first and second place winners at the HUDL City Championship will be eligible to compete in a National Tournament.

- XIV. Inform CASE for Kids, in writing, prior to HUDL City Championship pre-qualifying tournament on (February 13, 2027) if ISD requires an additional chaperone to attend out of state tournaments.
5. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party. The Term of this Agreement is a commitment of HCDE current revenue only. Notwithstanding anything to the contrary in this Agreement, HCDE is obligated to make payments only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. To the extent that HCDE will use state, federal, or other grant funds to fulfill its obligations under this Agreement, ISD acknowledges that grant funds may be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") and receipt of the grant funding by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the services or payments provided in this Agreement, HCDE may terminate this Agreement without penalty or further obligation to ISD, at any time upon written notice to ISD. In the event that any payment(s) to ISD under this Agreement are subsequently disallowed by a grant awarding agency or in the event that HCDE is required to refund any funding received from a grant awarding agency relating to this Agreement, to the maximum extent permitted by applicable law, ISD shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to ISD under this Agreement.
6. Piggybacking on HCDE-Procured Contracts. Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer District Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the ISD elects to piggyback off of one of HCDE's contracts with CASE Afterschool and Summer Direct Service Providers, the ISD shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the ISD for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The ISD shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The ISD shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivery, as set forth between the ISD and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the ISD as a result of this Agreement or the ISD's piggybacking off on of HCDE's contracts with Direct Service Providers.

7. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement, including, without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").
8. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
 - By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.
9. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.
10. Conflict of Interest. During the Term of HCDE's service to ISD, ISD, its personnel and agents, shall not, directly or indirectly, whether for ISD's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
11. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
12. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

Goose Creek Independent School District
Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

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.

13. Relation of Parties. It is the intention of the parties that ISD is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and ISD or HCDE and any of ISD's representatives. This Agreement does not create a joint venture or business partnership under Texas law.

ISD is solely responsible for the supervision, daily direction and control, and payment (including payment of the Coach's Supplemental Duty Pay to ISD's coach(es)), payment of salary (including withholding of income taxes, social security and any other required withholdings), insurance, worker's compensation, disability benefits and like requirements and obligations of the ISD's employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

14. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide ISD with programs or services. During the Term of this Agreement, ISD reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

15. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:

- Neither Party waives any immunity afforded to it, their employees, officers, or agents under applicable law; and
- Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.

17. Severability. In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
19. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
20. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
21. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and ISD have executed this Agreement to be effective on the date specified in Article 1. Term above:

Harris County Department of Education:
James Colbert, Jr.
County School Superintendent

Signature Date

Goose Creek Independent School District

Name of Authorized Signer:

Title:

Signature Date

Type of Local Governmental Entity (*select one*):

☐ School District ☐ Charter School