

**INTERAGENCY AGREEMENT  
BETWEEN  
GAVESTON ISD  
AND UPWARD HOPE ACADEMY**

This Interagency Agreement (“Agreement”) is entered into on the Effective Date as set forth below by and between Galveston Independent School District (“the District”) and Upward Hope Academy to provide educational services pursuant to the terms and conditions detailed herein. The District and Upward Hope Academy are herein collectively referred to as the “Parties” and individually as a party.

WHEREAS, Upward Hope Academy has established student drop-out recovery and prevention services and General Educational Development exam (“GED”) instruction aimed in part to support the efforts of the District;

WHEREAS, the District desires to utilize these intervention services for purpose of reducing its student drop-out rate and assisting students in passing the GED exam; and

WHEREAS, Upward Hope Academy desires to provide to the District the right to access and utilize these services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

**I. TERM**

Subject to earlier termination as hereinafter provided, the term of this Agreement shall be for the period of August 1, 2021 (the “Effective Date”), through July 31, 2022 (the “End Date”), and shall thereafter automatically renew for twelve (12) month periods on each anniversary of the End Date, unless either Party provides written notice to the other Party on or prior to the expiration of the then-existing term written notice to the other of its intent to terminate this Agreement in accordance with Section VI. For purposes of this Agreement, the word “Term” shall mean the then-current term of the Agreement, whether the initial term or any renewal term.

**II. OBLIGATIONS AND REQUIREMENTS**

**a) Obligations and Requirements of the District.** The District hereby agrees to be solely responsible for the following items:

- 1) Academic Advisor. The District shall assign an academic advisor at the sole discretion of the District to serve as a contact between the District and Upward Hope Academy.
- 2) Student Information. The District shall provide, to a reasonable degree, through the academic advisor, all relevant information pertaining to the District’s students within the boundaries of the District who have dropped out of school and are less than 23 years of age or who are at risk of dropping out of school.
- 3) Textbooks. The District shall provide textbooks as needed from the TEA approved list in core academic areas assessed on the GED exam for use by students at Upward Hope Academy.

**b) Obligations and Requirements of Upward Hope Academy.** Upward Hope Academy hereby agrees to provide the District with the following items:

- 1) Drop-out Recovery. Upward Hope Academy shall provide the District with services for the purpose of recovering students within the boundaries of the District less than 23 years of age, who have previously dropped out of school in the District. These services include, but are not limited to locating drop-outs, encouraging

them to enroll in a GED preparation program, and providing direct instruction in needed academic areas.

2) **Drop-out Prevention.** Upward Hope Academy shall provide the District with services for the purpose of assisting students enrolled in the District who are at-risk of dropping out of school. These services include, but are not limited to providing academic tutorials and assistance in involving students in extra-curricular activities.

3) **GED Preparation.** Upward Hope Academy shall provide the District's students who have previously dropped out of school with instruction in preparation for the GED exam.

4) **GED Administration.** Upward Hope Academy shall coordinate and refer the District's students who have completed a GED preparation course to an approved GED site, such as Galveston College or College of the Mainland.

5) **Facility.** Upward Hope Academy shall provide all services under the Agreement in its facility.

6) **Student Records.** Upward Hope Academy shall record and maintain all relevant information regarding the District's students who receive any of these services provided under the Agreement. Relevant Information, includes, but is not limited to student names, dates, and times of attendance, and types of services received. Upward Hope Academy will provide this information to the District's academic advisor. Upward Hope Academy will secure such records, and such records will only be available upon appropriated request to authorized persons.

### III. COMPENSATION

For and in consideration of the services to be provided by Upward Hope Academy under this the Agreement, the District shall pay to Upward Hope Academy the sum of up to \$4,166/monthly throughout Term. The District shall make each payment the last day of each month during the Term of this Agreement, and any additional cost incurred by the District within the scope of this agreement will be netted out of that monthly payment.

### IV. RELATIONSHIP

Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee bet the District and any employee or agent of Upward Hope Academy. This agreement does not create a joint venture or business partnership under Texas law. Upward Hope Academy hereby agrees that the District has no responsibility for any conduct of any of Upward Hope Academy employees, agents, or representatives.

### V. STUDENT RECORDS

To the extent that Upward Hope Academy may come into possession of the District's student records and/or information, and to the extent that Upward Hope Academy may be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, the Parties agree to comply with all applicable requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). In the event that the District or Upward Hope Academy is in possession or custody of recorded information of the other Party that is subject of a request pursuant to the Texas Public Information Act, the Party holding such recorded information shall promptly provide to the other Party such recorded information upon written request of such other Party. Upward Hope

Academy acknowledges that the District is subject to the Texas Public Information Act, and Upward Hope Academy waives any claim against and releases from liability the District, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in the Agreement or otherwise created, assembled, maintained, or held by Upward Hope Academy and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

## **VI. TERMINATION**

**Right to Terminate.** This Agreement may be terminated by either Party with or without cause by providing the other Party thirty (30) calendar days' written notice of intent to terminate. Any termination of this Agreement as permitted by this paragraph shall not relieve any Party from payment of any fees accruing prior to the effective date of termination or from completing obligations in progress prior to the effective date of such termination.

## **VII. INDEMNIFICATION AND LIMITATION OF DAMAGES**

TO THE EXTENT ALLOWABLE BY LAW, UPWARD HOPE ACADEMY HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT, ITS EMPLOYEES, AGENTS, OFFICERS, ATTORNEYS, TRUSTEES, (PRESENT AND FUTURE), SUCCESSORS, AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COST PENALTIES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEE AND EXPERT'S FEES) ARISING OUT OF OR RELATING TO ANY SUIT, ACTION, PROCEEDING, CLAIM, OR DEMAND BROUGHT OR DEMANDED; OR ANY COSTS OR DAMAGES INCURRED BY THE DISTRICT OF ANY TYPE WHATSOEVER, ARISING OUT OF OR RELATED TO UPWARD HOPE ACADEMY OR THE DISTRICT'S ACTS OR OMISSIONS IN CONNECTION WITH OR ATTENDANT TO IN ANYWAY THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST THE DISTRICT FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH THE DISTRICT MAY BE ENTITLED, NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF THE DISTRICT.

## **VIII. FORCE MAJEURE**

The district shall not be liable to Upward Hope Academy for delays and/or failures in performance resulting from causes beyond the reasonable control of the District, including, but not limited to, acts of nature, labor dispute, or disturbances, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

## **IX. LEGAL AUTHORITY**

The person(s) signing on behalf of the District represents, warrants, and certifies, the District's Board of Trustees has authorized this Agreement, that such person has full legal authority to execute this Agreement on behalf of the District, and that such person has the authority to bind the District to all the terms, conditions, provisions, and obligations, contained herein.

**X. NOTICE**

Any notice provided under the terms of this Agreement by either Party to the other shall be in writing, and shall be delivered either personally, with receipt acknowledged, or via certified mail, return receipt requested to the District or Upward Hope Academy at the respective address set forth below:

**Galveston ISD**  
**Attention: Dr. Jerry Gibson**  
**Superintendent**  
**P.O. Box 660**  
**Galveston, Texas 77553**

**Upward Hope Academy**  
**Attention Dr. Chris Frederickson**  
**Head Master-Upward Hope Academy**  
**101 14<sup>th</sup> Street**  
**Galveston, Texas 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 section.

**XI. MISCELLANEOUS**

**a. Governing Law and Venue.** All obligation of the Parties created hereunder are performable in the Galveston County, Texas. This Agreement shall be construed under and in accordance with the laws of the state of Texas, without regard to it conflicts of law provisions. Venue for any legal action, claim, or dispute arising directly or indirectly as a result of this Agreement shall be in Galveston County, Texas, and the Parties hereby submit to the exclusive jurisdiction of the state courts located in Galveston, Galveston County, Texas and the federal courts located in Houston, Harris County, Texas.

**b. Entire Agreement.** This Agreement, and its exhibits, attachments and amendments hereto embody the entire Agreement among the Parties hereto and supersede all prior proposals, negotiations, agreements and understandings, relating to the subject matter and may not be contradicted by evidence of prior contemporaneous or subsequent oral agreements of the Parties hereto. The Parties agree that should a court be called upon to interpret any provision of this Agreement, previous drafts shall not be used by any Party in any manner to support its interpretation of the meaning of this Agreement. Each Party to this Agreement has reviewed this Agreement and had participated in its drafting and, accordingly, no Party shall attempt to invoke the normal rule of construction to the effect that ambiguities are to be resolved against the drafting Party in any interpretation of this Agreement.

**c. Amendment.** This Agreement may be amended only by the mutual written Agreement of both Parties, to be attached to and incorporated into this Agreement.

**d. Assignment.** Neither this Agreement nor any duties or obligations under it shall be assigned by Upward Hope Academy without the prior written acknowledgement and authorization of the District.

**e. Severability.** Unless the basis of the bargain among the Parties hereto is destroyed or rendered ineffective by invalidity or unenforceable of any provision hereof if any provision of this agreement should be held to void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.

**f. Benefit for Signatory Parties Only.** Subject to the limitations on assignment set forth above, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and assigns. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any Party not in signatory

**g. Captions.** The captions and sections headings used herein are for convenience and identification purposes

only, and are not integral part hereof, and are not to be considered in the interpretation of any part hereof.

**h. Waiver.** 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 a 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 hereof. 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.

Executed this nineteenth day of July of the year 2021 (the "Effective Date").

Galveston ISD

Upward Hope Academy



7/19/21

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Dr. Jerry Gibson  
Superintendent

DATE

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Chris Frederickson  
Head Master- Upward Hope Academy

Date