

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
HIGHPOINT SCHOOL (HS) EAST**

2025-2026 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and **Spring Branch ISD**, (“**SBISD**”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services under the Texas Education Code (TEC), Chapter 37, for students who have been removed from **SBISD** for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which **SBISD** Student Code of Conduct requires a discipline alternative education placement.

- 1. Term.** This Contract is for the term of **August 25, 2025**, through **June 4, 2026**. During said term, HCDE agrees to provide services described herein for eight (8) units to eligible student(s) requiring a discipline alternative education placement (referred to herein as “student(s)”) who are residents of **SBISD**.
- 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 Highpoint in accordance with applicable law and during the days and times set forth by Highpoint. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
 - b) HCDE agrees to furnish the **SBISD** with a weekly statement of student(s) attendance.
 - 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 **SBISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **SBISD**.
- 3. SBISD’s Responsibilities.**
 - a) **SBISD** is responsible for providing transportation for the student(s) to and from Highpoint. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **SBISD** and HCDE.
 - b) **SBISD** 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 Highpoint. **SBISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **SBISD** during the term of this Contract. Student Records to be provided by **SBISD** include, but are not limited to, the following: (a) a recommendation letter from the student(s)’s campus or **SBISD** stating explicitly why the student is being referred to Highpoint; (b) the student’s Middle School Plan (for students in grades 6-8) or the student’s Graduation Plan (for students in grades 9-12); (c) the student’s current transcript, including all achievement test records; (d) for special education students, the student’s current IEP, in accordance with Article 7 this Contract; (e) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (f) the student’s current year’s attendance records. **SBISD** shall provide copies of additional records, including **SBISD** Records, as reasonably requested by HCDE.

- c) **SBISD** retains the responsibility to report **SBISD** 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 **SBISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **SBISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **SBISD**'s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **SBISD** is under HCDE's direct control with respect to **SBISD**'s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **SBISD**'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 **SBISD** and recommended for services as described herein. The ARD Committee of **SBISD** has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering the special education student(s)'s placement, and HCDE must confirm in writing the student's eligibility for the program prior to the ARD Committee's consideration of placement at Highpoint.
 - b) HCDE is responsible for providing educational and support services to special education student(s) in the same manner those services are provided to non-disabled students. Any and all additional services and funding required to implement the student's Individualized Education Program (IEP) and/or 504 plan are to be provided by **SBISD**. **SBISD** may make such services available in

conjunction with Highpoint or at a separate time and location, at the discretion of **SBISD** and the ARD Committee, with HCDE participation. If **SBISD** chooses to make such services available in conjunction with Highpoint, **SBISD** will cooperate with Highpoint to minimize disruption at Highpoint. If **SBISD** requires the student(s) to leave Highpoint during the school day, the IEP must include transportation as a related service.

- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from Highpoint.
- d) **SBISD** agrees to invite an HCDE representative as a non-consensus member to any **SBISD** ARD Committee meeting for **SBISD** student(s) placed at Highpoint pursuant to this Contract.

8. Local Education Agency. Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **SBISD** and are considered students of **SBISD** for all purposes. ISD 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 **SBISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **SBISD** 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 **SBISD** student placed at HCDE, **SBISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **SBISD** student and is in no way liable to the student, parent, or **SBISD** under the IDEA, Section 504, or other applicable law.

9. Monitoring Student Progress. HCDE will update **SBISD** on the progress of the referred student(s) at least once per semester, in a manner agreeable by HCDE and **SBISD**, including, but not limited to, a grade report, summary of any formal disciplinary action, and summary of attendance. A member of the **SBISD** administrative staff will monitor, assess, and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.

10. Invoices and Payment. In consideration of the services provided herein, **SBISD** agrees to pay HCDE an in-county fee of **\$92,000** and any additional fees in the following manner:

- i. **\$11,500** times the number of units purchased. **SBISD** will be billed twice a year and payment will be due upon receipt of invoice.
 - ii. **\$185.00** special education surcharge times the number of enrollment days for Special Education student(s).
 - iii. **\$240.00** per diem times the number of student(s) in attendance over the number of units purchased (8).
- a) HCDE will bill **SBISD** for the amount of units purchased. Payment will be due within 30 days of the date of **SBISD**'s receipt of invoice. Payment obligations are non-cancelable, and fees paid are non-refundable. **SBISD** may sell unused units to another independent school district upon obtaining HCDE's prior written consent.
 - b) In the event that **SBISD** makes a payment to HCDE with a credit card, **SBISD** 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).
 - c) HCDE agrees to maintain records and accounts to the extent necessary to assure that funds received from **SBISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be requested and required by **SBISD**.
 - d) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.

11. Payment by Student(s) and Parents. The parents of the student(s) placed at Highpoint shall not be charged for the services contracted under this Contract. Services needed by the student, if any, beyond the scope of the Contract shall be the responsibility of the student(s) and/or his/her parent or guardian.

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

13. 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 SBISD. If HCDE exercises such termination right, HCDE shall have no obligation to refund to SBISD the amount of any pre-paid fees for any period following the effective date of such termination.
- b) HCDE and SBISD shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) days prior written notice to the other Party. In no event shall HCDE have any obligation to refund SBISD the amount of any pre-paid fees for any period.
- c) 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 Highpoint at the time of termination or expiration of this Contract will return to SBISD. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to SBISD within ten (10) business days following the date of termination or expiration, at the written request of SBISD.

14. 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. SBISD 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 Fortis Academy, 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.

15. 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.

16. 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

SBISD

Attention:

Dr. Jannifer Blaine, Ed.D., Superintendent of Schools
955 Campbell Rd,
Houston, Texas 77024

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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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. **SBISD** 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. **SBISD** agrees that HCDE has no responsibility for any conduct of **SBISD** or **SBISD's** employees, agents, representatives, contractors, or subcontractors.
- 21. 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.
- 22. Force Majeure.** Neither HCDE nor **SBISD** 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.
- 23. 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.
- 24. 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.

25. 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.

26. 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 **SBISD**.

District School Superintendent/Designee

Date

County School Superintendent/Designee

Date

For HCDE Office use only: Revenue Account No. 19960060700970 57250000 **Highpoint School East**