

**INTERLOCAL CONTRACT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
CROSBY INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between **Harris County Department of Education** ("HCDE") and **Crosby Independent School District** ("ISD") for the purpose of providing after-school and/or summer educational programming through the Leadership Academy at select site(s) within the ISD.

I. PURPOSE

Leadership Academy: Afterschool College and Career Readiness Model administered by a collaboration among Harris County Department of Education's Center for Afterschool Summer and Enrichment for Kids, the Black Professional Cowboy and Cowgirl Association ("BPCCA"), and Barrett Economic and Community Development Organization ("BEDCO"). The Leadership Academy will establish an apprenticeship-focused afterschool model to enhance educational and career-readiness opportunities for Barrett-area middle school and high school youth. The Middle School program will provide Monday – Thursday afterschool programming at Crosby ISD Middle School and Friday programming on Crosby ISD school closure days for Crosby ISD at BECDO Community Center to 30 middle school students. The High School program will provide 2 days a week of afterschool programming at Crosby ISD High School and Friday programming on Crosby ISD school closure days at Crosby ISD's Elementary 21st Century Community Learning Centers for 30 high school students. High School students will be part of a paid work study initiative. All participating grade levels will receive structured homework time, academic support, access to a computer lab, recreational activities, and field experiences.

II. TERM

This Contract shall be for the period beginning 9/1/2025 and ending 8/31/2026. Subject to the receipt of sufficient funds and HCDE's written approval, this Contract may be renewed for additional period(s).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The Leadership Academy (also referred to as the "program") will establish a work-based, opportunity-focused afterschool model to enhance educational and career-readiness opportunities for Barrett-area middle school and high school youth. Funding will be administered through HCDE's CASE for Kids Division. Afterschool program implementation will be by BPCCA and BEDCO. Crosby ISD will provide facilities, two school-based Quality Assurance Liaisons (one for Crosby Middle School and one for Crosby High School). The Quality Assurance Liaisons will coordinate field trips, including staffing and bus transportation, to be provided by Crosby ISD.

The ISD agrees to provide facility space and oversight for the Leadership Academy after-school programs at Crosby Middle School and Crosby High School, which are referred to collectively as the "Centers."

- A. For the Leadership Academy, the ISD agrees to:
1. Provide sufficient facility space for program activities occurring Monday through Thursday after school at the Centers;
 2. Appoint one Quality Assurance Liaison for each Center to work with collaborators for program planning, programming oversight, and coordination of field trips, for a total of two Center Liaisons;
 3. Begin services for students and families no earlier than the start date of September 1, 2025, for no less than 10 hours a week;
 4. Serve as the primary liaison with the ISD transportation department for coordination of field trips for students involved in the Center programs;
 5. Provide transportation for to-be-determined field trips for students involved in the Center programs;
 6. Participate in ongoing evaluation and modification of the Centers to measure the achievement of the performance objectives, including, but not limited to, student, parent, teacher, and principal surveys; and
 7. Assist Center Liaisons in coordinating the Center programs with that of the regular school's instructional programs.
- B. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in Exhibit A attached hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.
- C. The ISD agrees not to make any expenditure in excess of the budget submitted for each Center.
- D. For each Center, the ISD agrees to provide facilities necessary to operate the Learning Academy for students in accordance with the program description.
- E. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The ISD agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The ISD further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each student enrolled in the program by the student's parent/guardian.
- F. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for program activities and operation of the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISD and all other pending matters are closed. The ISD will submit to HCDE

verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

- G. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports shall include, but are not limited to: activity and enrollment reports; financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the program and/or Center(s), Center programs, and/or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Texas Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.
- H. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the provision of Center Liaisons, transportation for field trips, facility space for programming at each of the Centers, and oversight of the program at the ISD.
- I. The ISD agrees to maintain documentation of all equipment, materials, and supplies purchased with funds provided by HCDE for the program. The ISD agrees to update the CASE for Kids inventory form as needed based on purchases received, used or based on conditional change (new, good, fair or poor).
- J. The ISD may use the funds from HCDE received under this Contract for the Learning Academy, to create new program(s), or to enhance existing program(s), but the funds from HCDE must not replace or supplant funding for an existing program(s). In the event that funds received from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s), including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.
- K. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- L. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, are true and correct.

IV. COMPENSATION AND FUNDING

Subject to the following paragraphs, HCDE agrees to pay the ISD an amount not to exceed \$38,000.00 for Crosby ISD's role and responsibilities in the provision of the Learning Academy as outlined in this Contract.

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for each of the Centers in order to receive payment from HCDE for the ISD's expenses for the program. HCDE will pay the ISD within 60 days of receiving the required documentation as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract 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 the Centers in accordance with this Contract. Included in these requirements are: the number of Centers in the ISD where the Learning Academy is provided; the number of students and adults served in the ISD by the Learning Academy program; and fulfillment of the total number of days of providing service. It is expected that the Centers will expend a minimum of 90% of the total grant award outlined herein.

If HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Leadership Academy program. In the event that any payment(s) to ISD under this Contract are subsequently disallowed by the awarding agency or affiliated entity or in the event that HCDE is required to refund any funding received from the awarding agency, affiliated entity, or other granting agency relating to this Contract, to the maximum extent permitted by applicable law, the 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 the ISD under this Contract.

The ISD and HCDE agree that, in accordance with Section 791.011, each party paying for the performance of governmental functions and/or services must make those payments from current revenues available to the paying party, and payment must be in an amount that fairly compensates the performing party for the services and/or functions performed under the Contract.

VI. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee, agent, or volunteer of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

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

VII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to

comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VIII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

IX. 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:

Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Crosby Independent School District
Attention: Dr. Paula Patterson
Superintendent
14670 FM 2100
Crosby, Texas 77532

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.

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XII. ENTIRE AGREEMENT

This Contract and Exhibit A represent the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral, relating to the subject matter of this Contract.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XV. 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.

XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, 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 hereto.

XVII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this _____ day of _____, 2025.

By:

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

Dr. Paula Patterson
Superintendent
Crosby Independent School District

Exhibit A:

HCDE CASE Leadership Academy CROSBY ISD Budget 9/1/2025-8/31/2026

	<u>Crosby Independent School District</u>
2 Center Liaison Stipends	\$20,000
Extra-Duty Pay for ISD employees performing program services	\$6,000
Transportation for Field Trips	\$10,000
Miscellaneous Expenses	\$2,000
Middle School Facility Space	In-kind
High School Facility Space	In-kind
Budget Total	\$38,000