

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

**2023-2024 ANNUAL CONTRACT**

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

**1. Term.** This Contract is for the term of **August 28, 2023** through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **three (3) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **GISD**.

**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 **GISD** with a monthly statement of student(s) attendance. HCDE agrees to furnish **GISD** with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by **GISD**.
- 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 **GISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **GISD**.

**3. GISD's Responsibilities.**

- a) **GISD** 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 **GISD** and HCDE.
- b) **GISD** 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. **GISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **GISD** during the term of this Contract. **GISD** shall provide copies of additional records, including **GISD** Records, as reasonably requested by HCDE.
- c) **GISD** retains the responsibility to report **GISD** 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 **GISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **GISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **GISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **GISD** is under HCDE’s direct control with respect to **GISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **GISD**’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 **GISD** and recommended for services as described herein. The ARD Committee of **GISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **GISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **GISD** on the implementation of the IEP at least once per semester. A member of the **GISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit 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) **GISD** agrees to invite an HCDE representative as a non-consensus member to any **GISD** ARD Committee meeting for **GISD** 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.

**8. Local Education Agency.**

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

9. **Invoices and Payment.** In consideration of the services provided herein, **GISD** agrees to pay HCDE a total amount of **\$82,500**. Total amount is calculated by multiplying the number of units times the annual **out of-county** tuition rate (**\$27,500**).

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

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

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

- \$6,700 out of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **GISD** makes a payment to HCDE with a credit card, **GISD** 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) **GISD** may sell unused units to another district 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 **GISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **GISD Liaison.** **GISD** shall appoint a qualified liaison to communicate on behalf of **GISD** 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 **GISD** 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 **GISD** 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 **GISD**’s. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **GISD** 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) 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 **GISD**’s. All Student Records maintained by HCDE during the duration of providing services to the

student will be provided to **GISD** within ten (10) business days following the date of termination or expiration, at the written request of **GISD's**.

- 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. **GISD** 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

**GISD's**

Attention: Dr. Jerry Gibson, Superintendent  
3904 Ave T.  
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 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. **GISD** 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. **GISD** agrees that HCDE has no responsibility for any conduct of **GISD** or **GISD'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 **GISD** 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 **GISD's**.

_____ District School Superintendent/Designee	_____ Date
_____ Harris County School Superintendent/Designee	_____ Date
_____ Harris County School Superintendent/Designee	_____ Date

For HCDE Office use only: Revenue Account No. 19940060100131 57250000 **ABS East**