

Action Sheet

MEETING DATE:

Aug 25, 2021

AGENDA ITEM:

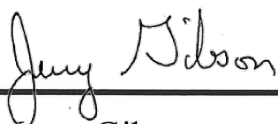
Discuss and consider approval of the contract with Adaptive Behavior School (Harris County Department of Education) for a student in GISD.

The district wishes to enter into a contract with Adaptive Behavior School (ABS) to provide comprehensive educational services including the related services outlined in the Student's IEP to a student in GISD. This agreement is needed to provide an Individual Education Plan to a student as per the ARD (Admission, Review and Dismissal Committee) unique to individuals with intellectual disabilities complicated by profound behavioral demonstrations. The student will travel to ABS each morning and return home each afternoon.

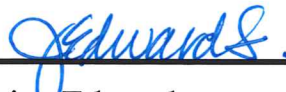
As outlined in the contract, the cost for services at ABS will be \$23,853 divided equally over two payments for the term 8/23/2021 through 6/3/2022.

RECOMMENDATION:

I move that the Board of Trustees approve the contract as presented.



Dr. Jerry Gibson
Superintendent



Jessica Edwards
Director of Special Education/Section 504



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

2021-2022 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 23, 2021** through **June 3, 2022**. During said term, HCDE agrees to provide services described herein for **one (1) 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

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 **\$23,853**. Total amount is calculated by multiplying the number of units times the annual **out of-county** tuition rate (**\$23,853**).

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 2021**
- 50% of annual total amount due will be invoiced in **January 2022**

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

- \$5,806 out-of-county tuition rate times number of ESY students enrolled.
 - 100% of ESY total amount due will be invoiced in **July 2022**.
- 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

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

For HCDE Office use only: Revenue Account No. 19920060100131 57250000 **ABS East**