

## **INTERLOCAL AGREEMENT FOR CERTAIN SPECIAL EDUCATION SERVICES**

This Agreement is made between Bastrop ISD ("Service Provider District") and McDade ISD ("Recipient of Services District") for the purpose of allowing eligible students residing in McDade ISD to access certain special education services, specifically Bastrop Works (18+) Transition Program, pursuant to the Individuals with Disabilities Education Act (hereinafter "IDEA"), provided by Bastrop ISD as set forth herein. This agreement is authorized by Texas Govt. Code §791.001 et seq. (Texas Interlocal Cooperation Act). Both the Service Provider District and the Recipient of Services District are independent school districts, which are political subdivisions of the State of Texas.

### **RECITALS**

WHEREAS, Bastrop ISD is currently providing special education services consistent with the Individuals with Disabilities Act, including the specific service of transition programming, to students who reside within the boundaries of Bastrop ISD and has the capacity to provide transition programming to eligible students who reside outside the boundaries of Bastrop ISD; and

WHEREAS, McDade ISD seeks the special education service of a transition program for its eligible students; and

WHEREAS, McDade ISD has requested the provision of the special education service of Bastrop Works (18+) transition program and Bastrop ISD agrees to provide the services, by means of this Interlocal Agreement; and

WHEREAS, both Parties acknowledge and have found it will increase the efficiency and effectiveness of their respective entities as required by Section 791.001, *et seq.* of the Texas Government Code, the Texas Interlocal Cooperation Act ("the Act"), and will further comply with the Individuals with Disabilities Education Act and will be in their best interests and the interest of the public to cooperate in the provision of special education services as set forth in this Agreement.

### **RESPONSIBILITIES**

1.1 Bastrop ISD has established a special education program, Bastrop Works (18+) Transition Program. It is the desire of Bastrop ISD to enter into an Interlocal agreement with McDade ISD for the provision of the specific special education program, Bastrop Works (18+) Transition Program.

1.2 The Bastrop ISD employs the instructional staff and related service

personnel who are licensed or certified by the State of Texas and meets the requirements to provide IEP services to students eligible for such services under the IDEA. Personnel implementing services as contemplated in this agreement are employees of the Bastrop ISD and will be subject to the policies and procedures of that District, including the school calendar. Recipient District is responsible for complying with the application procedure for students wishing to join the Bastrop Works (18+) Program. The Recipient district is responsible for all ARD Committee meetings held on behalf of students contemplated by this agreement, including ARD notices, required ARD Committee participants, development of IEP goals and objectives, and any other state or federal requirement pertaining to ARD committee meetings. Bastrop ISD agrees to provide a Special Education Teacher and any Related Service Provider(s) as determined appropriate by Bastrop ISD. It is further agreed that the Bastrop ISD administrative representatives shall be invited to all ARD Committee meetings related to student placement in Bastrop Works. Such participation is contingent upon BISTD receiving notice of ARD 15 school days prior to the ARD Committee meeting scheduled to consider Bastrop Works placement. Bastrop ISD agrees to assist the recipient ISD with the development of IEP goals and objectives to be implemented in the Bastrop Works program. Recipient District agrees to review input from Bastrop ISD. In the event that IEP goals and objectives, schedule of services, related services, or any other ARD Committee recommended programs or services, cannot be implemented through the Bastrop Works (18+) Transition Program, as determined by a Bastrop ISD administrative representative, services as contemplated in this agreement may be declined. Bastrop ISD will provide a location for the annual ARD committee meetings that occur after the student's initial placement into the Bastrop Works (18+) Transition Program.

1.3 The Recipient District is required to provide notice to the service provider at least 30 days prior to scheduling ARD committee meetings considering placement in the Bastrop Works (18+) Transition Program to ensure availability for participation.

1.4 Any and all services set forth herein are contingent upon the approval of the student's ARD Committee and agreement of the parent of the student.

1.5 Any services contemplated herein are contingent upon the Recipient of Services District providing to the Bastrop ISD any and all ARD committee documents, including but not limited to, current Individual Educational Plans (IEPs), Full Individual Evaluations (FIEs), ARD committee meeting documents, and any other documents that the Bastrop ISD deems necessary to fulfill its responsibility contemplated herein. Such documents shall be provided at a minimum of 15 business days prior to any ARD Committee meeting considering placement in the Bastrop Works (18+) Transition Program.

1.6 Unless terminated by either party to this agreement as set forth in the termination clause, the services shall be provided for the 2025-2026 school year as outlined in the Bastrop ISD school calendar. Extended School Year services are not contemplated by this agreement.

1.7 It is expressly understood that Bastrop ISD's duty to its own resident students takes precedence over any provision for services under this Agreement. In the event that a non-BISD student's participation creates a fundamental alteration in the educational environment, BISD may decline tuition based enrollment through the ARD process.

1.8 The District where the child resides, the Recipient of Services District, is responsible for any and all specialized equipment, assistive technology, and adaptive equipment necessary for the provision of a FAPE as determined by the child's ARD committee.

1.9 Bastrop ISD will provide the following services to the recipient district at a site designated by Bastrop ISD:

- Instructional Services in Adult Living, LifeLong Learning, Employment (Prevocational/Vocational), and Social/Recreation/Leisure
- Behavioral Services
- Speech and Language Therapy Services
- Consultation on the development and implementation of IEPs
- Development and provision of progress reports to McDade ISD
- Provision of daily attendance documentation to the District where the child resides (McDade ISD)
- Consultation with recipient district special education director, as needed
- Routine parent communication, as needed
- Cooperation with the recipient district in the event a special education due process hearing is filed or other IDEA related litigation arises from the services set forth herein
- Cooperation with the recipient District in responding to Texas Education Agency (TEA) complaints or Office of Civil Rights (OCR) complaints arising from services set forth herein
- Submission of grades to the Recipient District based on Recipient District's grading policies
- Submission of SHARS/Medicaid Billing information to the Recipient District's Medicaid Billing System.
- Recipient District agrees to train Bastrop Works staff in their Medicaid Billing Procedures.

1.10 The Bastrop ISD will not be responsible for funding any request for an IEE.

1.11 It is the sole responsibility of the District of residence (recipient district) to comply with Child-Find requirements under state and federal laws. It is further agreed that the District where the student resides, the Recipient District, shall assume all responsibility for FAPE, Special Education Due Process Hearings or other IDEA related litigation, TEA complaints or OCR investigations. The District of residence is the LEA for all purposes including the provision of FAPE and accountability.

1.12 The Recipient District, the district where the student resides, is required to provide any and all evaluations required under IDEA.

1.13 The Recipient District, under this agreement, has no responsibility to respond to parent questions regarding the Bastrop Works (18+) Transition Program and any parent inquiring about the program will be referred to the sending district.

1.14 The Recipient District is solely responsible for the provision of special transportation and any service related there to. Notwithstanding, BISD may provide transportation to and from worksites as determined appropriate by Bastrop ISD administration.

## **FISCAL RESPONSIBILITIES**

2.1 McDade ISD agrees to provide tuition for each student placed at Bastrop Works according to the following fee schedule:

- Consultation students (0-6 hours per semester) = \$1,000 per school year
- Consultation students (7-19 hours per semester) = \$2,000 per school year
- Part-time students (0-19 hours per week) = \$10,000 per school year
- Full-time students (20-40 hours per week) = \$20,000 per school year

2.2 Payments will be due in two installments. The first payment is due December 12, 2025. The second payment is due March 13, 2026. Bastrop ISD will submit a tuition invoice at least 15 business days prior to the payment due date. McDade ISD agrees to submit payment via check made out to Bastrop Independent School District for the amount specified on the invoice.

2.3 Bastrop ISD agrees to reimburse the Receiving district with the student's tuition balance in the event that a student withdraws from the Receiving district.

## **TERMINATION CLAUSE AND EFFECTIVE DATES**

3.1 Either Party may terminate this agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to termination.

3.2 This agreement shall be in effect for the duration of the 2025-2026 School Year unless terminated by either party in accordance with the termination clause set forth herein.

3.3 If this agreement is terminated for any reason other than that specified in section 2.3 of this agreement, the Resident district is not entitled to reimbursement of the student's tuition balance.

## **MISCELLANEOUS**

4.1 This Agreement shall be governed by the laws of the State of Texas.

4.2 It is agreed and understood that the District where the student resides remains solely responsible for the provision of a free and appropriate public education.

4.3 This Agreement will supersede all previous Interlocal agreements between the parties related to the provision of the service in this contract.

4.4 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

4.5 To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Interlocal Agreement or any of its activities or from any act or omission of any employee or representatives of the parties of this Interlocal Agreement.

4.6 Notice and Addresses. All notices required herein must be given by certified mail or registered mail, addressed to the proper Party.

4.7 Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

4.8 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, and agreed to by both parties.

4.9 Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.

4.10 Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.

4.11 Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this agreement.

4.12 No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by an independent school district, its past or present officers, employees, or agents.

4.13 Approval by Governing Bodies. This Agreement has been approved by the governing bodies or authorized designee.

4.14 Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

4.15 The parties agree to comply with §504 of the Rehabilitation Act and the Family Educational Rights and Privacy Act in the provision of services contemplated herein.

EXECUTED TO BE EFFECTIVE this            day of            , 2025.

By: \_\_\_\_\_  
Superintendent (signing with full authority)  
\_\_\_\_\_ ISD

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent (signing with full authority)  
\_\_\_\_\_ ISD

Date: \_\_\_\_\_