

**INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND
THE BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC),
TEXANA CENTER**

THIS AGREEMENT is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District", and The Behavior Treatment and Training Center (BTTC), Texana Center, hereinafter referred to as "BTTC/Texana".

WHEREAS, the District and BTTC/Texana recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at BTTC/Texana; and

WHEREAS, the District and the BTTC/Texana mutually recognize that the Memorandum of Agreement between the Texas Department of Health and Human Services and the Texas Education agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

NOW, THEREFORE, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and BTTC/Texana to hereby stipulate and agree as follows:

I.

ELIGIBILITY

To be eligible for special education services under this agreement, a student must be identified as disabled according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

II.

RESPONSIBILITIES OF THE BTTC/TEXANA

BTTC/Texana agrees to:

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

1. Dental services
2. Training and habilitation services
3. Food and nutrition services

4. Medical services
 5. Nursing services
 6. Pharmacy services
 7. Physical and occupational services
 8. Psychological services
 9. Recreation services
 10. Social services
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the ARD/IEP Committee meetings.
 2. Resolve issues that arise in the area of student need.
 3. Resolve issues that arise in the areas of general BTTC/Texana and District services.
 4. BTTC/Texana Management and District Management shall discuss new District staff members regarding assignment to BTTC/Texana.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by the BTTC/Texana's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.
- D. Provide and maintain appropriate instructional space for students the ARD determines need to be instructed at the Behavior Treatment and Training Center, including access to students as appropriate on scheduled class days.
1. Provide classroom space and furniture for instruction by District staff at the BTTC, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
 2. When instructional space must be shared by BTTC/Texana and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
 3. Provide needed housekeeping/janitorial services in District class space at the BTTC/Texana at the end of each instructional day and on an emergency basis.
 4. Deliver any needed linen to instructional settings at BTTC/Texana.
- E. Coordinate services in the BTTC/Texana's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom and the student's living quarters.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by the District.
- I. Provide nursing services for those students that the ARD determines need instruction at

the BTTC/Texana campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:

1. Follow the health policy of the District and BTTC/Texana when illness or infectious/communicable diseases occur.
 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
- J. Provide meals during the instructional day for those students the ARD determines need to be served by the District at BTTC/Texana.
- K. Collaborate with BTTC/Texana BCBA's and specialty staff to increase teacher skills in serving students with severe behavior disabilities.
- L. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the BTTC Manager and the designee of the Director of Special Programs at the District.
- M. Follow all federal and state requirements governing the development and implementation of the IPP, Texana policy, and mutually agreed upon guideline for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to BTTC/Texana, educational assessments and updates, provide access to student records for information necessary to facilitate BTTC/Texana's care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from BTTC/Texana's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the IPP interdisciplinary team meetings as needed.
 2. Resolve issues that arise in areas of student needs.
 3. Resolve issues that arise in areas of District and BTTC/Texana services.
 4. BTTC/Texana Management and District Management shall discuss new District staff members regarding assignment to BTTC/Texana.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to BTTC/Texana residents as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations. Provide instructional staff assigned to the BTTC/Texana students with Crisis Prevention Institute training, which includes methods and strategies for appropriate intervention with aggressive students. To the extent possible minimize disruptions in assignment of instructional staff in order to provide a therapeutic environment for autistic children with problem behaviors.
- D. Make available a six-hour instructional day in the least restrictive environment with any

variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the BTTC/Texana campus, classes on BTTC/Texana campus. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.

- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to Texana staff.
- G. Provide the related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation for District students as appropriate
 - 9. Counseling
- H. Collaborate with BTTC/Texana BCBA's and specialty staff to increase teacher skills in serving students with severe behavioral disabilities.
- I. Inform BTTC/Texana regarding District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- J. Follow all federal and state requirements governing the development and implementation of the IEP, District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

It is understood that after the execution of the agreement, representatives of the District and representatives of BTTC/Texana will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this

agreement. The District assumes no responsibility for students upon dismissal from residence at BTTC/Texana unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and BTTC/Texana.

VI.

TERM

This Agreement shall be effective beginning August 1, 2023, upon execution by both parties, and shall continue in full force and effect through July 31, 2025. Thereafter, this Agreement shall automatically renew for two successive two-year terms, unless either Party gives the other Party at least 60 calendar days' advance written notice of its intent not to renew. Additionally, this agreement may be terminated early by either party upon providing 90 calendar days' written advance notice to the other Party.

VII.

PROVISION FOR OTHER AGREEMENTS

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

VIII.

AMENDMENTS

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

IX.

BINDING ON SUCCESSORS

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

X.

LEGALITY

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

XI.

CONFIDENTIALITY

The District and BTTC/Texana offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and

Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the ____ day of _____, 20__, been executed by a representative of Texana Center duly acting upon the approval of its governing body: and
- b) It has on the ____ day of _____, 20__, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

ATTEST:

Texana Center

Lamar Consolidated Independent School District

George Patterson, CEO

Dr. Roosevelt Nivens, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the CEO of Texana Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for Fort Bend County, Texas

My commission Expires: