

Agreement for the Education of Nonresident Students

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 41, Subchapters A, D, and E, and rules adopted by the commissioner of education as authorized by the TEC, §41.006. The purpose of this agreement is to enable the district to reduce its wealth per weighted student to a level not greater than the equalized wealth level for the school year in accordance with the TEC, §41.002.

The school year to which this agreement applies is _____ (the “school year”).

The agreement is for _____ School District (“the district”) to educate nonresident students for the school year from _____ School District (“the partner”). The district agrees to contract for the education of nonresident students by purchasing an estimated _____ nonresident students in weighted average daily attendance (WADA) from the partner for the school year.

The estimated cost of the purchase will be determined by the commissioner in accordance with the provisions of the TEC, §41.093, using the district’s projected maintenance and operations tax revenue and the estimated number of WADA for the school year. The actual cost will be determined by the commissioner when final data on the district’s maintenance and operations tax revenue and the WADA count for the school year are available. The cost and number of contracted WADA in this agreement are subject to change according to the determinations of the commissioner so that the wealth per WADA of the district can be properly adjusted. The initial payment will be made no later than a date in February specified by the commissioner and the last no later than August 15 of the school year. The payment schedule will be negotiated by the two parties.

The partner will remain accountable for the educational performance of the students whose education is paid for by the district. For each WADA purchased by the district, state aid to the partner will be reduced by an amount equal to its state and local revenues per WADA for Tiers I and II for the school year. Any excess state allocations to the partner will be immediately refunded to the state if the excess cannot be recovered by reduced Foundation School Program payments. WADA purchased pursuant to this agreement are deducted from the partner’s total WADA count in determining the partner’s wealth per WADA for Chapter 41 purposes.

The district must ensure that the partner or partners do not exceed their respective limits on the number of WADA that are available for purchase. If one or more partners sell WADA in excess of their limits, the district will not receive credit for the purchase of those WADA for the purposes of wealth equalization.

The partner agrees to pay a prorated share of county appraisal district (CAD) costs incurred by the district as a result of funds raised by the district that are distributed to the partner. The share will be based on actual WADA purchased from the partner applied as a percentage to the total applicable CAD costs for the applicable year.

This agreement is in effect for one year and becomes null and void at the close of the school year. This agreement is subject to the approval of the voters of the district as provided by the TEC, §41.122. The board of trustees of the district agrees to submit to the commissioner of education, on request, a certified copy of the board minutes showing the canvass of the election.

The District

District: _____

County-District No.: _____

Signature of President, Board of Trustees

Date: _____

Signature of Secretary, Board of Trustees

Date: _____

Signature of Superintendent

Typed Name of Superintendent

Date: _____

Signature of Commissioner of Education
or Designee

Date: _____

The Partner

District: _____

County-District No.: _____

Signature of President, Board of Trustees

Date: _____

Signature of Secretary, Board of Trustees

Date: _____

Signature of Superintendent

Typed Name of Superintendent

Date: _____

IF APPLICABLE: Signature of Director,
Education Service Center, Region _____

IF APPLICABLE: Typed Name of Director

Date: _____