

Agreement for the Education of Nonresident Students

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A, D, and E, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level equal to or less than the level established under TEC, §48.257 for the school year.

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 attendance credit in the amount of \$_____ to 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, §49.153, using the district’s projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year. The agreement is not effective unless the commissioner certifies that the transfer of attendance credit under TEC, §49.153 will not result in any of the contracting districts’ local revenue level being greater than the level established under TEC, §48.257. 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. 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.

The district must ensure that the partner or partners do not exceed their respective limits on the amount of attendance credit available for purchase. If one or more partners sell attendance credit in excess of limit, the district will not receive credit for the purchase of attendance credit. The attendance credit purchased is sufficient in combination with any other actions taken under this chapter to reduce the district’s local revenue to a level that is equal to or less than the level established under TEC, §49.153.

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 attendance credit 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: _____