

AGREEMENT FOR THE EDUCATION OF NONRESIDENT STUDENTS
BETWEEN
PLANO ISD AND *PARTNER SCHOOL DISTRICT*
2006-2007

This agreement is entered into pursuant to Subchapters A, D, and E, Chapter 41, Texas Education Code (TEC) and rules adopted by the Commissioner of Education in accordance with Chapter 41 TEC. Terms used in this agreement that are defined in the TEC and not otherwise defined herein shall have the meanings set forth in TEC.

This agreement is for Plano Independent School District (PISD or the District) to purchase weighted average daily attendance (WADA) credits from *Partner School District* (the Partner) for the 2006-2007 school year. The District agrees to purchase WADA credits from the Partner in a number that when added to the WADA of PISD, is sufficient, in combination with PISD's other agreements to educate nonresident students, to reduce the District's wealth per student to a level that is equal to or less than the equalized wealth level for PISD for the 2006-2007 school year as determined by the Commissioner of Education under Section 41.002, TEC. "PISD's other agreements to educate nonresident students" means all other agreements to educate nonresident students entered into by PISD with other partners for the 2006-2007 school year. PISD's current estimate of the number of WADA to be purchased from the Partner is 1428, and the current estimate of cost to PISD per WADA purchased, after appropriate deductions, is \$4,245. The cost and/or number of WADA count in this agreement are subject to change according to the determinations of the Commissioner of Education in order to properly adjust the wealth per WADA of the District.

This agreement is subject to the following conditions:

The Partner will remain accountable for the educational performance of students whose education is paid for by the District.

For each weighted student credit sold by the Partner to PISD, the state aid of the Partner will be reduced by an amount equal to the Partner's 2006-2007 total state and local tier 1 and tier 2 revenues per WADA under Chapter 42, TEC.

WADA purchased by PISD pursuant to this agreement are deducted from the Partner's total WADA count to determine the Partner's wealth per WADA under Chapter 42, TEC.

The Partner agrees to pay a prorated share of County Appraisal District (CAD) cost incurred by the District as a result of funds raised by the District that are distributed to the Partner. This proration amount is based on actual WADA purchased from the Partner applied as a percentage to the total applicable CAD costs. This prorated cost constitutes a reduction in net gain to the Partner.

"Net gain" is defined as the dollar amount paid by PISD that is greater than the dollar amount the Partner would have received from the state in tier 1 and tier 2 revenues under Chapter 42, TEC.

The Partner agrees to spend 100 percent of the net gain from the sale of WADA for the specific purpose of promoting the use of instructional technology in accordance with the provisions of Section 41.099, Texas Education Code. **If any of the gain is expended for instructional technology, the Chapter 41 District may not obtain free or reduced-price instructional technology services from the service provider (i.e. must pay full market value for the service).**

PISD agrees to flow funds for the purchase of the estimated number of WADA, as specified herein and in accordance with a Memorandum of Agreement between PISD, Region 8 ESC (ESC8), and the Partner executed on the same date of this Agreement for the Education of Nonresident Students, beginning in February 2007.

Attachment B

Approval of the voters of the District, as required by Section 41.122 TEC, was obtained in the Option 4 election. The Board of Trustees of the District agrees to submit to the Commissioner of Education, upon request, a certified copy of the board minutes showing the canvas of the election.

This agreement is in effect for one year and becomes null and void at the close of the 2006-2007 school year.

By virtue of our signatures, we the undersigned do express understanding and commitment to the provisions of this agreement.

THE DISTRICT
Plano ISD
County-District # 043-905

ESC 8
Region 8 Education Service Center
County-District # 225-950

(Signature)

(Typed Name)
President, Board of Trustees

Date _____

(Signature)

Harvey Hohenberger Jr.
(Typed Name)
Executive Director, Region 8 ESC

Date _____

(Signature)

(Typed Name)
Secretary, Board of Trustees

Date _____

(Signature)

(Typed Name)
Superintendent

Date _____

By virtue of our signatures, we the undersigned do express understanding and commitment to the provisions of this agreement.

THE PARTNER
Partner School District
County-District #

(Signature)

(Typed Name)
President, Board of Trustees

Date _____

Commissioner of Education

Date _____

(Signature)

(Typed Name)
Secretary, Board of Trustees

Date _____

(Signature)

(Typed Name)
Superintendent

Date _____