

**AGREEMENT FOR THE EDUCATION OF NONRESIDENT STUDENTS  
BETWEEN COLLEGE STATION ISD AND BRYAN ISD  
2006-2007**

This agreement is entered into pursuant to Subchapters A, D, and E, Chapter 41, Education Code, and rules adopted by the commissioner of education as authorized by Section 41.006, Texas Education Code. The purpose of this agreement is to enable College Station Independent School 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 Section 41.002, Texas Education Code.

The school year to which this agreement applies is 2006-2007 (the school year).

The agreement is for College Station Independent School District (CSISD or the district) to educate nonresident students for the school year from Bryan Independent School District (BISD or the partner). CSISD agrees to contract for the education of nonresident students by purchasing an estimated 2,223 nonresident weighted students (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 Section 41.093, Education Code, using the district's projected maintenance and operations tax revenue and the estimated number of weighted students in average daily attendance for the school year. The actual cost will be determined by the commissioner when final data are available on the district's maintenance and operations tax revenue and the WADA count for the school year. The cost and number of contracted WADA in this agreement is 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.

This agreement is subject to the following conditions:

BISD will remain accountable for the educational performance of the students whose education is paid for by CSISD.

For each WADA purchased by CSISD, state aid to BISD will be reduced by an amount equal to its state and local revenues per WADA for tiers 1 and 2 for the school year. Any excess state allocations to BISD will be immediately refunded to the state by BISD if the excess cannot be recovered by reduced foundation school program payments.

WADA purchased pursuant to this agreement are deducted from BISD's total WADA count in determining the partner's wealth per WADA for Chapter 41 purposes.

BISD agrees to pay a prorated share of County Appraisal District (CAD) costs incurred by CSISD 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.

The partner agrees to use all of the gain from the sale of WADA for instructional technology. That technology involves computer networking of instruction (1) among or between its campuses and/or (2) from the district or its campuses to an education service center (ESC), other Internet service provider (ISP), or local telephone company point of presence (telco POP).

CSISD 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 CSISD and BISD executed on the same date of this Agreement for Education of Nonresident Students, beginning on or before February 15, 2007.

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 Section 41.122, Texas Education Code. 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 canvass of the election.

**THE DISTRICT**

College Station Independent School District  
County-District No. 021-901

\_\_\_\_\_  
Signature of President, Board of Trustees

Tim Jones

\_\_\_\_\_  
Typed Name of President, Board of Trustees

Date: September 19, 2006

\_\_\_\_\_  
Signature of Secretary, Board of Trustees

Randall Pitcock

\_\_\_\_\_  
Typed Name of Secretary, Board of Trustees

Date: September 19, 2006

\_\_\_\_\_  
Signature of Superintendent

Eddie Coulson

\_\_\_\_\_  
Typed Name of Superintendent

Date: September 19, 2006

\_\_\_\_\_  
Signature of Dr. Shirley J. Neeley,  
Commissioner of Education,  
Or Designee

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

**THE PARTNER**

Bryan Independent School District  
County-District No. 021-902

\_\_\_\_\_  
Signature of President, Board of Trustees

David Stasny

\_\_\_\_\_  
Typed Name of President, Board of Trustees

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

\_\_\_\_\_  
Signature of Secretary, Board of Trustees

Carl Hasan

\_\_\_\_\_  
Typed Name of Secretary, Board of Trustees

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

\_\_\_\_\_  
Signature of Superintendent

Mike Cargill

\_\_\_\_\_  
Typed Name of Superintendent

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

**MEMORANDUM OF AGREEMENT**  
**Cash Flow from College Station ISD to Bryan ISD**  
**2006-2007**

This agreement is by and between College Station Independent School District (CSISD) and Bryan Independent School District (the partner). The purpose is to provide for the flow of funds from CSISD to the partner in accordance with an Agreement for the Education of Nonresident Students previously executed between CSISD and the partner.

CSISD agrees to flow **\$10,000,000** to the partner beginning on or before February 15, 2007 in accordance with the cash flow schedule listed below.

Any final adjustments in this total payment amount will be based on final student counts and tax collection data submitted by CSISD and BISD and approved by the Texas Education Agency. The payment of such final adjustment amount will be due within thirty days of receipt of the Texas Education Agency Summary of Finances that contains actual student counts and audited tax collection data for the school year. Both parties understand that the final adjustment payment may be either from CSISD to BISD or from BISD to CSISD.

<u>Payment Schedule</u>	
<u>Date</u>	<u>Percent of Total Obligation</u>
February 15, 2007	14.28%
March 15, 2007	14.28%
April 15, 2007	14.28%
May 15, 2007	14.28%
June 15, 2007	14.28%
July 15, 2007	14.28%
August 15, 2007	14.28%

Both CSISD and BISD agree that the most expedient means of making the payments would be through electronic transfer of funds. BISD agrees to provide CSISD with appropriate account information necessary to accomplish the transfer of funds by electronic transfer.

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

**THE DISTRICT**

College Station Independent School District  
County-District No. 021-901

\_\_\_\_\_  
Signature of President, Board of Trustees

Tim Jones

\_\_\_\_\_  
Typed Name of President, Board of Trustees

Date: September 19, 2006

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Typed Name of Secretary, Board of Trustees

Date: September 19, 2006

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Eddie Coulson

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Typed Name of Superintendent

Date: September 19, 2006

**THE PARTNER**

Bryan Independent School District  
County-District No. 021-902

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