

AGREEMENT FOR EDUCATION OF WESTPHALIA ISD HIGH SCHOOL STUDENTS

This Agreement for Education of Westphalia ISD High School Students ("Agreement") is between Westphalia Independent School District ("WISD") and Rosebud-Lott Independent School District ("RLISD") and is entered under the authority of Texas Education Code § 25.039.

RECITATIONS

WISD is an independent school district under Texas law providing a public school program for eligible students, including nonresident transfer students, in grades Pre-Kindergarten through Grade 8 ("PK-8").

RLISD is an independent school district under Texas law providing a public school program for eligible students, including nonresident transfer students, in grades Pre-Kindergarten through Grade 12 ("PK-12").

In accordance with Tex. Educ. Code § 25.039(a), WISD is required to contract with one or more K-12 school districts to provide an education for WISD students in grades 9-12.

RLISD is willing to educate WISD students in grades 9-12.

WISD and RLISD, therefore, agree to the following terms and conditions in furtherance of providing for the education of WISD students in grades 9-12:

SECTION 1: WISD Obligations

1. WISD and RLISD agree that RLISD shall be entitled to all state available school fund apportionment attributable to each WISD student in grades 9-12 who attends RLISD, and that said funds shall transfer to RLISD with the student in accordance with Texas Education Code § 25.037.
2. WISD and RLISD agree that the funds described in Paragraph 1.1 above shall be considered to be the tuition for the WISD students in grades 9-12 who attend RLISD and that no other tuition shall be owed under this Agreement.
3. WISD shall also pay or transfer to RLISD a portion of its transportation allotment calculated in accordance with Tex. Educ. Code § 42.155 for the transportation of WISD students in grades 9-12 from WISD to RLISD. The payment or transfer of the portion of WISD's transportation allotment required by this Paragraph shall be limited to those funds attributable to the WISD students in grades 9-12 who actually attend RLISD.

4. All WISD payments and transfers shall be accomplished, insofar as possible, by appropriate transfers of state funds and allotments at the Texas Education Agency level from WISD accounts to RLISD accounts.
5. Any amounts due from WISD to RLISD that are not accomplished in accordance with paragraph 1.4, above, shall be paid or transferred to RLISD not later than the close of business on the last school business day of the month/semester in which WISD student(s) attend RLISD for the first time.

SECTION 2: RLISD Obligations

1. RLISD shall unconditionally accept and admit all students in grades 9-12 who are residents of WISD.
2. RLISD shall unconditionally accept and admit all students in grades 9-12 who graduated from WISD in grade 8, regardless of their status as transfer students into WISD.
3. RLISD shall operate one or more school bus routes **to be determined by RLISD** within the boundaries of WISD to pick up and deliver students in grades 9-12 who attend RLISD.

SECTION 3: Term of Agreement

This Agreement shall be in effect for the 2015-16 school year and four additional school years thereafter, for a maximum term of five years, in accordance with Tex. Educ. Code 25.039(c).

SECTION 4: General Provisions

1. This Agreement shall be binding for the benefit of WISD and RLISD and their respective successors and legal representatives.
2. If any one or more of the provisions of this Agreement for any reason shall be held to be illegal, invalid, or unenforceable, that holding shall not affect any other provision of the Agreement and it shall be enforced and construed as if that illegal, invalid, or unenforceable provision had not been included.
3. The Agreement is the sole and complete agreement between the WISD and RLISD and supersedes any prior written or oral representations between them regarding the education of WISD high school students.

4. This Agreement may be amended only in writing on a date after the original execution date and with the approval of the governing body of WISD and RLISD.

This Agreement was approved by the WISD Board of Trustees at a meeting held on _____, 2015, the agenda of which contained a subject relating to a transfer agreement with RLISD.

Michelle Weaver, President

Carl Hubik, Vice-President

This Agreement was approved by the RLISD Board of Trustees at a meeting held on _____, 2015, the agenda of which contained a subject relating to a transfer agreement with WISD.

Henry Bravo, President

Emily Hering, Vice-President