

Agreement for the Purchase of Attendance Credits (Netting ASATR)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 41, Subchapters A and D, 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 that is not greater than the equalized wealth level as determined by the commissioner of education in accordance with the TEC, §41.002.

The school year to which this agreement applies is ___9/1/2012 to 8/31/2013___ (the "school year").

The agreement is for _____ Ector County Independent _____ School District ("the district"), with a county-district number of ___068901___, to purchase attendance credits from the state for the school year.

The initial cost of recapture will be based on the commissioner's estimate of the cost of each credit using the district's projected maintenance and operations tax revenue and the estimated number of students in weighted average daily attendance for the school year (TEC, §41.093). The district agrees to offset its cost of recapture against the funds it receives under the provisions for Additional State Aid for Tax Reduction (ASATR) (TEC, §42.2516) in accordance with the provisions specified in the TEC, §41.0041.

When near-final data are available following the close of the school year to which this agreement applies, the district's entitlement to ASATR funds will be recalculated. If the amount of ASATR is less than the cost of recapture, as determined by the commissioner in accordance with the TEC, §41.093, using near-final data, the difference will be added to the estimated cost of recapture for the subsequent school year. If the estimated ASATR amount for the subsequent school year is less than the estimated cost of recapture for the subsequent school year plus any recapture balance carried forward from the school year to which this agreement applies, the district will no longer have the option to offset recapture costs against its ASATR funding and will be obligated to remit the total amount of the combined cost of recapture for deposit in the state treasury to be used for the Foundation School Program in the next year in which the district is subject to the provisions of Chapter 41.

The actual cost of each credit for the school year will be determined by the commissioner in accordance with the TEC, §41.093, when final data on the district's maintenance and operations tax revenue and the number of students in weighted average daily attendance for the school year are available.

The cost of purchased attendance credits will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §41.097. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Signature of President, Board of Trustees
Date:

Signature of Secretary, Board of Trustees
Date:

Signature of Superintendent

Hector Mendez

Typed Name of Superintendent
Date:

Signature of Commissioner of Education or Designee
Date: