

## **AGREEMENT FOR EDUCATION OF KARNACK INDEPENDENT SCHOOL DISTRICT STUDENTS IN GRADES 9-12**

This agreement ("Agreement") for the education of Karnack ISD students in grades 9-12 is entered into by Karnack ISD ("KISD") and Jefferson ISD ("JISD") and pursuant to the authority of Texas Education Code § 25.039.

### **RECITATIONS**

KISD is an independent school district organized and operating under Texas law to provide education services to students, including non-resident transfer students, in grades Headstart/Pre-K through Grade 8 ("HS -8").

JISD is an independent school district organized and operating under Texas law to provide education services to students, including non-resident transfer students, in grades Headstart/Pre-K through Grade 12 ("HS-12").

In accordance with Texas Education Code § 25.039, KISD is required to contract with one or more school districts to provide educational services for its students in grades 9-12.

JISD and KISD are in agreement that JISD will educate KISD students in grades 9-12, and hereby agree to the following terms and conditions of such Agreement:

#### **Section 1 – Entitlement to State Aid Sources**

1. In accordance with Texas Education Code § 25.037, it is agreed that, in each year of this Agreement, JISD shall be solely entitled to all state available school fund apportionment and/or state aid sources/funds for each KISD student in grades 9-12 who attends JISD, and that said funds shall transfer to JISD with the student.
2. In the event KISD is in receipt of any of the state available school fund apportionment and/or state aid sources/funds that should have been transferred to JISD under this Section and/or Texas Education Code § 25.037, KISD shall remit said funds to JISD within five (5) school days of KISD's receipt of same.

#### **Section 2 – Tuition Fees/Invoicing**

1. In addition to the funds transferred to JISD in accordance with Section 1 above and/or Texas Education Code § 25.037, KISD shall, in each year of this Agreement, pay tuition to JISD for each KISD student in grades 9-12 who attends JISD in an amount equal to JISD's per student tuition limit for the applicable school year as calculated by the Commissioner of Education and/or the Texas Education Agency pursuant to 19 Texas Administrative Code ("TAC") § 61.1012.
2. It is understood and agreed that the amount of tuition described in Paragraph 2.1 above may vary from school year to school year during the term of this Agreement by virtue of

the annual calculation of JISD's per student tuition limit under 19 TAC § 61.1012 and that the relevant tuition amount per student will be reflected in the invoice(s) JISD submits to KISD.

3. JISD shall send an invoice to KISD for the tuition amount owed after the end of the fall and spring semesters, respectively, in each school year covered by this Agreement. Each invoice shall, at a minimum, state the total number of KISD students in grades 9-12 who attended JISD during the semester, the per student tuition amount for that school year as calculated by the Commissioner of Education and/or the TEA, and the total amount of tuition fees owed by KISD for the relevant semester. KISD shall remit payment of each invoice in full to JISD within thirty (30) days of KISD's receipt of said invoice.

### **Section 3 – Obligations of KISD**

1. During each school year of this Agreement, KISD shall be solely and exclusively responsible for the transportation of each KISD student in grades 9-12 who attends JISD to the appropriate JISD campus **each morning reflected as a student school day on the JISD school calendar.**
2. It is understood and agreed that the costs incurred by KISD for said transportation shall be borne solely by KISD and *shall not*, under any circumstances, operate to reduce the tuition to be paid to JISD by KISD under this Agreement.

### **Section 4 – Obligations of JISD**

1. JISD shall unconditionally accept and enroll all students in grades 9-12 who are residents of KISD.
2. JISD shall afford to all KISD resident students in grades 9-12 attending JISD schools pursuant to this Agreement and the parents/guardians of those students all rights and shall impose upon them all duties provided for in state and federal law and in JISD policies as applicable to JISD resident students and parents.
3. **During each school year of this Agreement, JISD shall be solely and exclusively responsible for the transportation of each KISD student in grades 9-12 who attends JISD to the KISD campus after each student school day.**

### **Section 5 – Term of Agreement**

1. This Agreement shall be in effect for the **2024-2025** school year and for four additional school years thereafter, for a maximum term of five years in accordance with Texas Education Code § 25.039(c), unless earlier terminated in accordance with this Agreement.
2. Either Party may terminate this Agreement by providing written notice of the Party's intent to terminate not less than sixty (**90**) days before the last school day of the then-current school year. Following the issuance of such notice, the effective date of the termination shall be at the end of the then-current school year.

**Section 6 – General Provisions**

1. This Agreement is established for the benefit of the students of KISD and JISD, and shall be binding on KISD and JISD and their respective officers, employees, agents and successors.
2. This Agreement represents the entire agreement between KISD and JISD and supersedes any prior written or oral representations exchanged between them.
3. This Agreement may be modified or changed only with a written amendment approved by the respective Boards of Trustees of KISD and JISD.
4. If any one or more of the provisions of this Agreement for any reason shall be held to be illegal, invalid, or unenforceable, the remaining provisions of the Agreement shall be enforced and construed as if that illegal, invalid, or unenforceable provision had not been included.
5. This Agreement is performable in Marion County, Texas and shall be governed, construed, and enforced in accordance with the laws of the state of Texas.

**This Agreement** was approved at a lawfully convened and duly posted meeting of the KISD Board of Trustees on \_\_\_\_\_, 2024

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

**This Agreement** was approved at a lawfully convened and duly posted meeting of the JISD Board of Trustees on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary