

CONTRACT #02-2324-C

**AGREEMENT BETWEEN
ALAMOGORDO MUNICIPAL SCHOOL DISTRICT, NEW MEXICO AND
DELL CITY INDEPENDENT SCHOOL DISTRICT, TEXAS
2023-2024 FISCAL YEAR**

WHEREAS, pursuant to Section 22-8-30 (A) (1) N.M.S.A. 1978, the NM State Public Education Department is authorized to make supplemental distributions “to pay the Out-of-State Tuition of students subject to the Compulsory Attendance Law (22-12-1 to 22-12-7 N.M.S.A. 1978 Comp.) who are attending school out of state because facilities are not reasonably available in the school district of their residence;” and

WHEREAS, Alamogordo Municipal Schools certifies that no school facilities are reasonably available to the Cienega, New Mexico students in the school district of their residence; and

WHEREAS, Alamogordo Municipal School District and Dell City Independent School District wish to come to an agreement regarding students in the Alamogordo School District attending schools in the Dell City Independent School District;

NOW, THEREFORE it is resolved that Alamogordo Municipal School District and the Dell City Independent School District, hereby covenant and agree that students who reside in **Cienega, New Mexico**, within the Alamogordo Municipal School District, may be permitted to attend schools within the Dell City Independent School District pursuant to the following conditions:

- 1) Tuition shall be paid by Alamogordo Municipal School District to the Dell City Independent School District will be in accordance either with the New Mexico School Funding formula or with a tuition fee that is mutually agreed upon by the Alamogordo Municipal School District and the Dell City Independent School District. The tuition for the 2023-2024 school year will be paid in (9) subsequent monthly installments, beginning September 2023 and ending May 2024.
- 2) The Dell City Independent School District shall submit to Alamogordo Municipal School District attendance reports every twenty (20) days of school in accordance with Section 22-8-13 N.M.S.A. 1978.
- 3) This Agreement shall be binding for the 2023-2024 school year provided that sufficient appropriations and authorization are made by the Legislature of the State of New Mexico for the performance of this Agreement.
- 4) Dell City Independent School District shall be obligated only to provide special education students such services as it currently provides or is able to obtain without additional cost or expense to the Dell City Independent School District.

If Dell City Independent School District were to determine that it could not implement the Individualized Education Program (IEP) of a student because the IEP calls for services which are beyond the scope of the services Dell City Independent School District is currently providing to its resident students and which cannot be obtained without additional cost to the School District, then the School District will refer the student back to the Alamogordo Municipal School District. At such time, Dell City Independent School District shall identify with particularity for the Alamogordo Municipal School District the specific service or services that exceed the scope of its existing services and which cannot be obtained without additional cost to the School District. The Alamogordo Municipal School District may either (a) elect to provide or arrange for the provision of such services to the student at Dell City Independent School District in order that the student may remain at Dell City Independent School District, at no additional cost to the School District; or (b) make available a free appropriate public education (FAPE) to the student within the Alamogordo Municipal School District. Such a determination shall be made consistent with 34 C.F.R. Section 300.116. 34 C.F.R. Section 300.116(b) only requires that a student with a disability be educated as close as possible to the child's home. 34 C.F.R. Section 300.116(c) specifies that the child is educated in the school he or she would attend if not disabled unless the IEP requires some other arrangement. If it is not possible for a student to be educated in a Dell City Independent School District school because the services the student requires are provided only at another location, then the student's IEP requires another arrangement. See *White v. Ascension Parish School Board*, 343 F.3d 373 (5th Cir. 2003); see also, *Murray v. Montrose County*, 51 F.3d 921 (10th Cir. 1995).

5. Alamogordo Municipal School District shall, at its sole cost, provide all regular to-and-from transportation services each day that school is in session for all education purposes for students being furnished educational services by Dell City Independent School District under this Agreement.
6. Instructional services provided to Cienega, New Mexico students by Dell City Independent School District shall meet the educational standards prescribed by the State Board of Education for Schools in the State of Texas. The Dell City Independent School District is fully accredited by the Texas Education Agency. Texas regulations and school laws shall apply with respect to all aspects of the services provided.

Attachment: Dell City Agreement

ALAMOGORDO MUNICIPAL SCHOOLS

Signature

Board President
Title

Date

DELL CITY INDEPENDENT SCHOOL DISTRICT

L. Montero

Signature

SUPERINTENDENT

Title

JULY 25, 2023

Date

Dell City Independent School District
2023-24 School Year NM Transfer Student
Tuition Proposal

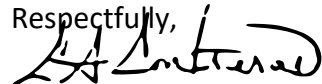
The following is offered for consideration by Alamogordo Schools based on Dell City ISD's NM transfer enrollment for the 2023-24 School Year. Calculations are projected based on Baseline Tuition Limit Data from the Texas Education Agency and current registration. The registration window is still open at this time and final calculation may be subject to change. District requests right to amend based on final enrollment total.

2022-23 Calculated Tuition Limit = \$26,470.57
Total Transfer Students Enrolled = 8
Tuition Per Student = \$3,308.82

2023-24 Preliminary Student Roster

Texana Scarborough
John Tate
Kinsey Tate
Everett Tate
Brandon Crabb
Morgan Crabb
Rhiannon Muise
Emmett Muise

Respectfully,



Carlos A. Contreras
Superintendent