

Salado Independent School District
601 N. Main
P. O. Box 98
Salado, TX 76571
254-947-5479, ext 7005

APPLICATION FOR PUPIL TRANSFER

<u>School Year</u> 2010-2011

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.

Student Information:

Student's Name _____
Last First MI Grade Level

Student's Date of Birth _____ Sex M F Social Security Number _____

Student's Physical Address _____

City State Zip Home Phone

Resident School _____
District Name School Name

The student is currently enrolled in: public school private school parochial or home school charter or academy school

Has the student engaged in conduct or misbehavior within the preceding year that has resulted in removal to an alternative education program (AEP, a disciplinary assignment outside the regular classroom or expulsion from any school district, charter school, private or parochial school, or academy)?
 Yes No

If yes, please specify school and disciplinary placement, reason for removal and duration of removal.

Is the Student on probation, conditional release, or informal adjudication from a juvenile court for engaging in delinquent conduct or conduct in need of supervision? Yes No

Is the Student on probation or other conditional release for conviction of a criminal offense? Yes No

If yes, what reason was given? _____

Parent or Guardian Information:

Name of Father/Guardian _____	Name of Mother/Guardian _____
Father/Guardian address _____	Mother/Guardian address _____
Home/Cell Phone _____	Home/Cell Phone _____
With whom does student live? <input type="checkbox"/> Both Parents <input type="checkbox"/> Father <input type="checkbox"/> Mother <input type="checkbox"/> Guardian	
If other, give name _____	Relationship _____

Eligibility Status

Indicate the status under which the student is eligible: parent works in Salado ISD student is a sibling of another SISD student
 Student is currently a transfer student at SISD Student is not a resident and wishes to attend SISD

Affirmation: I understand that making a false statement in this document or any other document for the purpose of school enrollment is a criminal offense under Section 37.10 of the Texas Penal Code and could subject me to imprisonment for up to two years and/or a fine up to \$10,000. I further understand that enrollment of a child under false documents is a violation of Section 25.001 of the Texas Education Code and subjects me to liability under Texas law for the greater of these amounts: the maximum tuition permitted by law or the cost per student budgeted by the District for maintenance and operating expenses.

Parent or Legal Guardian _____ Date _____

To be completed by Campus Principal

Approved
 Denied Reason: _____
 Revoked Reason: _____

Campus Principal

SALADO INDEPENDENT SCHOOL DISTRICT
NON-RESIDENT TRANSFER AGREEMENT

This is an agreement concerning the transfer of _____ (student), a non-resident, into the Salado Independent School District (SISD or "the District"). The agreement is entered into by _____, **Parent or Legal Guardian**, on behalf of the student, and the **Superintendent**, on behalf of the District. The agreement is effective only after being signed by the parent, and the Superintendent of the District. This Agreement is to be reviewed and signed annually.

SISD Transfer Application Procedures

1. Complete the Transfer Agreement and Application for Transfer and return to the Principal's Office.
2. The Principal may approve, deny, or revoke and will forward the application and agreement to the Superintendent's Office.
3. Parents will be notified of approval and amount of transfer fee. Transfer fee is due at time of enrollment and may be made to the SISD Business office.

Transfer Fees:

1. Tuition fees are currently \$750 for the first child, \$350 for each additional child, not to exceed \$1450 for the family.
2. Tuition fees must be paid in advance for the year or by semester unless the Superintendent or Finance Director has approved other payment arrangements. Checks should be made payable to Salado ISD.
3. If a transfer is revoked, the transfer fee is not refundable.
4. Fees will not be refunded for students withdrawn before the end of the year.
5. Transfer may be revoked by the Superintendent at any time for good cause.
6. The District may initiate withdrawal of students whose tuition payments are delinquent.

Criteria:

Approval is based upon space available, prior attendance, and discipline records. Children of employees will be considered first, children of volunteers second. Students who are transfers from another school district will be the third group of students to be considered. The parent for out of district transfers must provide transportation. Special needs students are required to have a planning meeting prior to transfer. Please reference LOCAL POLICY FDA for further questions. (Attachment 1)

Recitals:

- 1.1 Nonresident status. Neither Parent nor Student is a resident of SISD. Student desires to enroll in SISD. Parent agrees to pay the tuition set by SISD in order for Student to attend school in the District.
- 1.2 Application only. The Parent's signature below constitutes an application for transfer of the Student. No transfer is effective until the Superintendent's signature appears on this document.
- 1.3 Transfer criteria. Transfer applications are considered on an individual basis without regard to sex, race, national origin, color, religion, disability, or ancestral language. In making decisions, the Superintendent may consider Student's attendance and disciplinary history, as well as the District's class sizes, available resources, and any potential effect on resident students.
- 1.4 UIL. Parent acknowledges that the constitution or rules of the University Interscholastic League (UIL) may require the District to exclude the Student from participating in certain extracurricular interscholastic competitions.
- 1.5 GT program. Parent acknowledges that SISD policy EHBB (Local) makes placement of a transfer student in the District's gifted and talented program contingent upon reassessment using SISD documents.
- 1.6 Consent to release of records. The Parent's signature below constitutes a consent by the parent for SISD officials to obtain and review, for the purpose of the application for transfer, copies of the Student's records maintained by any school district in which the Student has been enrolled, including the district in which the student is currently enrolled, if any.

Mutual Promises:

- 2.1 No property interest. Parent and Student acknowledge that because the student is not a resident of SISD, any right of the student to become or remain enrolled or to receive any educational services is based on this agreement and not on residence, state eligibility criteria, or entitlement provided by law. This agreement does not create any property interest in favor of the student to become or remain enrolled in the SISD.
- 2.2 Tuition. The annual tuition amount to be paid by Parent is \$750 per year for the first child and \$350 per year for each additional child, not to exceed \$1,450. Policies FDA(Local) and FP(Local) govern possible fee waivers and exceptions. District will acknowledge receipt of tuition fees paid by parent. Parent agrees to pay any unpaid tuition on or before the first day of any applicable semester. Parent acknowledges that certain fees, as permitted by policy FP(Legal), which are not included in the tuition amount, may be required for participation in certain activities.
- 2.3 Parent's right to cancel. The parent may cancel this agreement by giving 30 days written notice to the Superintendent or by becoming a resident of SISD. In case of cancellation, the District will not refund any pre-paid tuition.
- 2.4 Revocation for nonpayment. The District may revoke this agreement for nonpayment of tuition by giving 30 days prior written notice to the parent.
- 2.5 Revocation. The District may immediately revoke this agreement for any lawful reason and provide reasonable notification to Parent. Lawful reasons include, without limitation, notification by an agency of the state or federal government that the transfer contemplated by this agreement is not authorized by law, or any disciplinary infraction or condition for which this agreement permits revocation.
- 2.6 Superseding law. The district may revoke this agreement if it receives notice from the Texas Education Agency or from any court of competent jurisdiction that the transfer of the subject of this agreement is in violation of Civic Order 5281 (pertaining to state-side desegregation plan) or other law regulating discrimination on the basis of race, ethnicity, or national origin. The District may revoke this agreement if any of its terms become unlawful by act of the Texas Legislature.
- 2.7 Rights and duties. Except as provided by this agreement, the non-resident Parent and Student possess all rights and agree to perform all duties provided by law and policy for resident parents and students.
- 2.8 Student behavior. Students who transfer into the District must follow all rules and regulations of the District, including those for student conduct and attendance. Failure to fulfill these responsibilities may result in revocation of the transfer agreement. Students and parents shall receive notice of this policy upon application for a transfer. At the Superintendent's discretion, in consultation with the campus Principal, any conduct by the Student that could result in a discretionary AEP removal may also result in revocation of this agreement.
- 2.9 Additional conditions. This section does not limit the provisions in this agreement concerning disciplinary infractions. Because an inter-district transfer is a privilege rather than a right, the agreement may be revoked for any of the following reasons, without limitation:

- a. The student's attendance has fallen below ninety five percent in any semester.
- b. The student has earned repeated failing grades in any class.
- c. The student has engaged in repeated minor violations of the Student Code of Conduct.

- d. The student has engaged in any gang-related activity.
- e. The student has engaged repeatedly in behavior that hinders the learning of other students.
- f. The student has engaged in conduct that is disruptive to the educational process of the District.
- g. The student's vaccination record becomes out of compliance with state law.
- h. A District administrator determines that a false statement has been made in any part of this application.
- i. The student has withdrawn from SISD for any period of time or has enrolled in another public or private school.

Upon the occurrence of any of the listed circumstances, the Superintendent shall, before making a decision, receive the recommendation of the campus Principal concerning the status of the transfer. If the transfer is revoked, the District will notify the Parent and the Student's school district of residence.

If Parent or Student disagrees with the decision of the Superintendent, an appeal before the Board may be requested in writing and delivered to the Superintendent, who will schedule a hearing at a regular meeting of the Board. Except in cases in which the Principal has ordered expulsion or any discipline-related removal of the Student, the Student will be allowed to remain as a District student until the Board has rendered its decision.

2.10 Re-enrollment. The parent agrees that, in the event of revocation, the student will be immediately enrolled in the district of residence, another public school, or a private school that meets the curriculum requirements of state law.

2.11 Duration of the agreement. Unless canceled or revoked by its terms, the agreement applies for the current academic school year.

I have read the Salado ISD policies for student transfers and agree to abide by said policies in order to transfer my child/children to Salado ISD.

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian

Signature of Superintendent

Date

Return this agreement and application for transfer to the Campus Principal.

AUTHORITY	<p>The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.</p> <p>A resident student who becomes a nonresident during the course of a semester shall be required to submit a request for enrollment to continue in attendance for the remainder of the semester.</p>
TRANSFER REQUESTS	<p>A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.</p>
LIMITATIONS ON TRANSFERS DISCIPLINE	<p>Acceptance of a transfer request shall be conditioned on receipt of the discipline record of the student. No student shall be allowed to transfer into the District if he or she has a disciplinary alternative education program placement or has been suspended or expelled for one or more days during the most recent school year. Recurring or persistent disciplinary problems may be sufficient reason for rejection of a transfer request.</p>
ATTENDANCE	<p>A student shall not be allowed to transfer into the District if his or her attendance record for the most current school year indicates less than 95 percent attendance.</p>
CLASS SIZE	<p>Acceptance of a transfer shall be conditioned on space availability. Transfers may be denied for space availability reasons upon advisement from the building principal. Transfers shall not be approved if enrollment reaches 22 students in each classroom in grades 1-4.</p>
REVOCAION OF TRANSFER	<p>A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District, including those for student conduct and attendance, and that violation of the District's rules and regulations may result in revocation of the transfer agreement. The effective date of the revocation will be set in accordance with the written transfer agreement.</p> <p>Written notification of any transfer revocation shall be sent to the school district of residence.</p>
TUITION	<p>If the District charges tuition, the amount shall be set by the Board, within statutory limits.</p>
WAIVERS	<p>The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]</p>
NONPAYMENT	<p>The District may initiate withdrawal of students whose tuition payments are delinquent.</p>
APPEALS	<p>Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.</p>