

**SALADO INDEPENDENT SCHOOL DISTRICT
OUT OF DISTRICT TRANSFER POLICY
2007-2008**

1. The Superintendent based upon principal's recommendation must approve all transfers.
2. Tuition fees will be \$750 for first child, \$350 for each additional child, not to exceed \$1,450.
3. Tuition fees must be paid in advance for the year or by semester unless the superintendent has approved other arrangements. Checks should be made to Salado I.S.D.
4. If a transfer is revoked, transfer fee is not refundable.
5. Fees will not be refunded for students withdrawn before the end of the year.
6. Transfer may be revoked by the Superintendent's Office at any time for good cause.

SISD Transfer Application Procedures

1. Complete the Transfer Agreement and Application for Transfer and return to the Principal's Office.
2. The Principal will inform the Superintendent if application is recommended for approval. The Superintendent will make final approval and sign transfer agreement.
3. Parents will be notified of approval and amount of transfer fee. Transfer fee is due at time of enrollment.

Criteria:

SISD will transfer students to maintain a 22:1 teacher pupil ratio.

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.

SALADO I.S.D.
NON-RESIDENT TRANSFER AGREEMENT

This is an agreement concerning the transfer of _____ (Student), a nonresident, into the Salado Independent School District (SISD or "the District"). The agreement is entered by _____ (Parent), on behalf of the student, and **Robin Battershell**, (**Superintendent**), on behalf of the District. The agreement is effective only after being signed by the parent, and the Superintendent of the District.

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 a review of records, observation reports, and re-testing.
- 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 DEB (LOCAL) govern possible fee waivers and exceptions.

District acknowledges receipt of \$ _____ paid by Parent and accompanying this application. 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 non-payment 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 the subject of this agreement is in violation of Civic Order 5281 (pertaining to state-wide 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 one academic school year, the year of 2007-2008.

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 for the 2007-2008 school year.

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian

_____/_____
Daytime/Evening Phone #

Signature of Student

Grade Level

Printed Name of Student

Signature of Superintendent

Date

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

SALADO I.S.D.
APPLICATION FOR STUDENT TRANSFER
2007-2008

Section A: General Information

Date of Application: _____

1. Student's Name _____ Grade Level: _____

2. Student's Date of Birth: _____ SSN: _____

3. Name and Address of Parent(s) or Guardian Completing Application:

4. Daytime and Home Telephone Numbers of Parent(s) or Guardian(s):

Section B: Eligibility Status

5. Indicate the status under which the Student is eligible.

_____ Parent works in Salado I.S.D.

_____ Parent is a volunteer in Salado I.S.D.

_____ Student is not a resident of Salado I.S.D. and wishes to attend.

_____ Student is a sibling of another Salado I.S.D. student.

_____ Student is currently a transfer student at Salado I.S.D.

Section C: Student Information

6. The student is currently enrolled in
_____ public school. Please give the district and phone number _____

_____ private school. Please give the district and phone number _____

_____ parochial or home school.

_____ charter school or academy.

7. Through which grade (PK-12) has the Student successfully completed his/her education? _____
8. 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: _____

Duration of Removal: _____

9. 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**
10. Is the Student on probation or other conditional release for conviction of a criminal offense? **YES** **NO**
11. Has any official, administrator, or director of the school from which the Student is transferring communicated to you that the Student would not be permitted to return to the school the following academic year? **YES** **NO**

If yes, what reason was given? _____

13. Are state-required vaccinations of the student complete and current? **YES** **NO**
If yes, please submit a copy of the vaccination record(s) within 30 days of your application.

Section D: 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.

SIGNED _____
PARENT OR LEGAL GUARDIAN

DATE _____

TO BE COMPLETED BY CAMPUS PRINCIPAL:

_____The above named student is eligible for transfer for the 07-08 school year.

_____The above named student is not eligible for transfer for the 07-08 school year because criteria was not met and/or enrollment for grade level is at its capacity.

PRINCIPAL

DATE

Note: Please forward this application to the Superintendent's office for final approval.

**ADMISSIONS AND
ATTENDANCE:
INTERDISTRICT TRANSFERS**

**FDA
(LOCAL)**

TRANSFER REQUESTS

The Board delegates to the Superintendent the authority to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, or national origin.

A nonresident student wishing to transfer into the District shall file an application for transfer with the Superintendent or designee by May 1 prior to the school year for which the transfer is requested. The Superintendent on a case-by-case basis shall consider any other requests.

Resident students who become nonresidents during the course of a semester shall be permitted to continue in attendance for the remainder of the semester.

Children of nonresident District employees shall be eligible to attend District schools in accordance with DEB (LOCAL).

**LIMITATIONS ON
TRANSFERS**

Acceptance of a transfer request shall be conditioned on receipt of the discipline record of the student. No student will be allowed to transfer into the District if he or she has incurred an 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.

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.

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:

1. Enrollment reaches 22 in each classroom at grades 1-4.

**TRANSFER STATUS
MAINTENANCE**

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.

TUITION

The Board shall determine annually and within statutory limits the amount of tuition, if any, to be charged.

NONPAYMENT

The District may initiate withdrawal of students whose tuition payments are delinquent.

APPEALS

Any appeals shall be made in accordance with FNG (LOCAL) and GF (LOCAL), as appropriate.