

Ricardo ISD
District Name

TEXAS EDUCATION AGENCY
Division of Equal Education Opportunity

137-902
County-District Number

PreK --- 8th Grade
Grades Taught

APPLICATION FOR TRANSFER

Fiscal Year 2011-2012

Authority for Data Collection: Texas Education Code 21.061; Civil Action 5281, Section A.

Planned Use of Data: To complete the report required by Federal Court Order Civil Action 5281.

Instructions: This form must be used for all student transfers, within the State of Texas, including hardship. Column instructions can be found on the reverse side of this form. The Superintendent of the receiving district must circle approved or disapproved and sign the transfer form. For further information, contact the Division of Equal Education Opportunity at (512) 496-9671.

Students Name	Student's SS#	Date of Birth	Ethnicity	Previous School Attended	Exemption Code	Grade

This section must be completed by parent or guardian:

The following items must be attached:
_____ Discipline Record _____ Attendance Record _____ Grades

I understand that it is my responsibility to provide transportation to and from school for my child, and that attendance or discipline problems with my child will be reason for this transfer to be revoked.

Signed _____ Phone No. _____
Street Address _____
City, State, Zip _____ Work Phone No. _____

This section must be completed by the receiving district superintendent:

The above transfer(s) was approved / disapproved on _____.

Typed Name of Receiving District Superintendent	Date	Telephone No.	Signature
Maria T. Canales, Ed.D.		361-592-6456, ext. 10	

One copy should be retained at both districts for audit purposes.
DO NOT MAIL TO THE TEXAS EDUCATION AGENCY.

ACC-041AR92

STATE OF TEXAS

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COUNTY OF KLEBERG

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Non-Resident Transfer Agreement

This is a non-resident transfer agreement (“Agreement”) with the RICARDO Independent School District (“District”) concerning the transfer of _____ (“Student”), a non-resident student, into RICARDO INDEPENDENT SCHOOL DISTRICT. The Agreement is entered into on behalf of the Student by _____ (“Parent”), the parent or legal guardian of the Student.

Recitals and Definitions:

- 1.1 Neither Parent nor Student is a resident of RICARDO INDEPENDENT SCHOOL DISTRICT. Student desires to enroll as a student in the RICARDO INDEPENDENT SCHOOL DISTRICT. Parent is willing to transport Student to Ricardo ISD in order for the Student to attend school in the District. **At this time, the District does not charge tuition; if that circumstance should change, the Parent will either pay the tuition set by RICARDO INDEPENDENT SCHOOL DISTRICT in order for Student to attend school in the District or terminate this agreement.**
- 1.2 Parent acknowledges that the constitution or rules of the University Interscholastic League may require the District to exclude the Student from participating in certain extracurricular interscholastic competitions.
- 1.3 “Cause”, as used in this Agreement, includes, without limitation, notification to the District by an agency of the state or federal government that the transfer contemplated by this Agreement is not authorized by law, the failure of the Parent to timely remit any tuition payment that may become applicable, any disciplinary infraction by the Student which under this Agreement permits revocation, and the reasons for revocation set out in District policy FDA (LOCAL).
- 1.4 Transfer criteria. Transfer applications are considered on an individual basis without regard to sex, race, national origin, religion, disability, or ancestral language. In making transfer decisions, the Superintendent, as the Board’s designee, may consider Local Board Policy FDA: a) The effect of the additional student on class size, staffing, facilities and any potential adverse effect on resident students or program availability. b) The disciplinary record of the student seeking admission. c) The attendance record of the student seeking admission. d) The academic record of the student seeking admission, including grades and satisfactory performance on applicable state assessments.

- 1.5 The Parent's signature constitutes an integral part of the application for transfer of the Student. No transfer is granted until the Superintendent's signature appears on this Agreement. If the application is rejected by the Superintendent, the Student or Parent may appeal that decision, in accordance with Local Board Policy GF. Such appeal shall be considered at Level III under that Policy.

Mutual Promises:

- 2.1 **No property interest created:** Parent and Student acknowledge that because the Student is not a resident of RICARDO INDEPENDENT SCHOOL DISTRICT, any right of the Student to become or remain enrolled or to receive any educational services is based on this Agreement rather than on residence or on state eligibility criteria or any federal or state property interest. This Agreement does not create any property interest in favor of the student in becoming or remaining enrolled in any District school. This Agreement does not create any enforceable interest beyond its termination or revocation.
- 2.2 **Student behavior and discipline:** The Parent and the Student understand that the Student is required to comply with the same behavioral expectations as those required of resident students, and that those expectations are communicated through student handbooks, classroom rules, the Student Code of Conduct, and the directives of teachers and administrators. The continued effectiveness of this Agreement is conditioned upon the Student's compliance with the expectations imposed through the communications described in this paragraph.

This Agreement supersedes any representations made through any student handbook, posted rules, Student Code of Conduct, or Board Policy, concerning procedures for student discipline investigation, the providing of due process, and the administration of any sanctions. The processes described in the Student Code of Conduct apply only to students who are residents of the District. No promises concerning investigation, due process, or consequences that may be contained in rules, handbooks, or information distributed to the student body concerning student discipline matters shall become a part of this Agreement, and the failure to follow or apply those procedures will not preclude the District from revoking this Agreement.

- 2.3 **Duration of the Agreement:** Unless canceled or revoked by its terms, this agreement applies to the 2011- 2012 academic year only and will expire on the last day of that school year. This Agreement creates no interest or right to attend school in the RICARDO INDEPENDENT SCHOOL DISTRICT beyond the date of its expiration, cancellation, or revocation for cause.
- 2.4 **Parent's right to cancel:** The parent may cancel this Agreement by giving fifteen (15) calendar days written notice to the Superintendent or by becoming a resident of RICARDO INDEPENDENT SCHOOL DISTRICT. In case of cancellation, and if the District has required the payment of tuition, the District will refund a pro-rata share of any pre-paid tuition; Parent will remit any tuition payment due through the 15th day following notice.

- 2.5 **Revocation for nonpayment of tuition:** Should tuition become required of non-resident transfer students, the District may revoke this Agreement for non-payment of tuition by giving twenty (20) days' prior written notice to the Parent.
- 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 which is the subject of this Agreement is in violation of Civil Order 5281 (pertaining to state-wide desegregation plan) or other law regulating discrimination on the basis of race, ethnicity, or national origin. In case of revocation under this paragraph, the District will refund a pro-rata share of pre-paid tuition, if any.
- 2.7 **Status of non-resident student:** Except as provided by this Agreement, the non-resident parent and student possess all rights and are held to all duties provided by law and policy for resident parents and students.
- 2.8 **Disciplinary infractions:** Any conduct by the Student that would result in a mandatory assignment to the District's Disciplinary Alternative Education Program (DAEP) or expulsion for a resident student, or that constitutes "serious" misconduct under the District's Code of Student Conduct, **shall** result in revocation of this Agreement. At the Superintendent's discretion, in consultation with the campus Principal, any conduct by the Student that could result in a discretionary DAEP removal **may** result in revocation of this Agreement.
- 2.9 **Additional Conditions:** This section does not limit the Agreement in the section entitled "Disciplinary infractions." As an inter-district transfer is a privilege rather than a right, the continued education of the non-resident student in this District is subject to these conditions, and this Agreement may be revoked upon any of the following occurrences:
- a. Repeated unexcused absences and tardies, or if Student's attendance falls below ninety percent (90%) in any semester.
 - b. Student earns repeated failing grades in any class.
 - c. Student has engaged in repeated minor violations of the Student Code of Conduct.
 - d. Student has engaged in any gang-related activity.
 - e. Student has engaged in repeated behavior that hinders the learning of other students.
 - f. Student has engaged in conduct that is disruptive to the educational process of the District.
 - g. A District administrator determines that Student or Parent has substantially disrupted one or more classes, school sponsored activities, or school related events.
 - h. A District administrator determines that Student or Parent has verbally or physically threatened or assaulted an employee of the District.
 - l. Any other reasons for revocation set out in Local Board Policy FDA.

Should any of these behaviors or circumstances occur, the campus Principal will consider the circumstances of the behavior and make a recommendation to the Superintendent concerning the status of the transfer. The Superintendent or designee will schedule a conference with Student and Parent to permit them to present a response to the Principal's recommendation. If the transfer is revoked, the Superintendent or designee will notify the Parent and the Student's district of residence.

If the Student or Parent disagrees with the decision of the Superintendent, an appeal before the Board may be requested. Any appeal must be submitted in writing to the Superintendent's office and the Superintendent will have 15 business days to schedule a hearing. The appeal shall be conducted in accordance with Local Board Policy FNG, and shall be considered at Level III under that Policy. Except in cases in which the campus principal has ordered the emergency removal or expulsion of the Student, the Student will be allowed to remain a District student, in the appropriate disciplinary setting, until the Board renders a decision on the appeal.

- 2.10 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 The Student Code of Conduct is incorporated into this Agreement by reference for the limited purposes described in this Agreement. The Parent and the Student understand and agree that the Student is not entitled to the disciplinary processes described in the Code for resident students.
- 2.12 The District does not have responsibility to provide any transportation services to the Student.
- 2.13 The District does not accept transfer students as part of the Public Education Grant Program. This Agreement is not to be construed by the Parent, the Student, or the Texas Education Agency as an agreement, contract, or other arrangement in regard to Public Education Grants. Such Agreements, if ever considered, would be considered separate to this Agreement.
- 2.14 ***IN RETURN FOR THE DISTRICT PERMITTING STUDENT TO TRANSFER INTO THE RICARDO INDEPENDENT SCHOOL DISTRICT, PARENT AND STUDENT EXPRESSLY WAIVE AND RELEASE ANY CLAIM THAT THEY MAY HAVE WHEREBY THE ONLY REASON THE DISTRICT CAN REVOKE THE AGREEMENT IS FOR A FAILURE TO PAY TUITION. PARENT AND STUDENT FURTHER CONFIRM AND REITERATE THAT THEY AGREE WITH AND ACCEPT ALL OF THE REASONS FOR A TRANSFER REVOCATION AS SET OUT IN THIS AGREEMENT.***

Parent understands and accepts the conditions of this Agreement.

SIGNATURE OF PARENT

Date

Student understands and accepts the conditions of this Agreement.

SIGNATURE OF STUDENT [Required if
the Student is over the age of twelve (12)]

Date

AGREED: RICARDO INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT,
FOR AND ON BEHALF OF
RICARDO INDEPENDENT
SCHOOL DISTRICT

Date