

STATE OF TEXAS §
 §
COUNTY OF ZAVALA §

2016-2017 Non-Resident Transfer Agreement

This is an Agreement with the La Pryor Independent School District (“District”) concerning the transfer of _____ (“Student”), a non-resident student, into La Pryor 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 LA PRYOR INDEPENDENT SCHOOL DISTRICT. Student desires to enroll as a student in the LA PRYOR INDEPENDENT SCHOOL DISTRICT. At this time, the District does not charge tuition; if that circumstance should change, the Parent will either pay the tuition set by LA PRYOR 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 grades, achievement test scores, attendance, disciplinary history, class sizes, available resources, and any potential adverse effect on resident students or program availability, as that term is defined in District policy FDA(LOCAL).

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.

Mutual Promises:

2.1 No property interest created: Parent and Student acknowledge that because the Student is not a resident of LA PRYOR 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 **2016-2017** academic year, and will expire on the last day of that school year. This Agreement creates no interest of right to attend school in the LA PRYOR 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 thirty (30) calendar days written notice to the Superintendent or by becoming a resident of LA PRYOR 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; the parent will remit any tuition payment due through the 30th 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 such supercession, and should tuition become required of non-resident transfer students, the District will refund a pro-rata share of any pre-paid tuition.

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 either 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 immediate 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 immediate revocation of this Agreement.

2.9 Additional Conditions: This section does not limit the agreements in the section entitled "Disciplinary infractions." Since 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 the Student's attendance falls below ninety percent (90%) in any semester.
- b. The Student earns repeated failing grades in any class.
- c. The Student engages in repeated minor violations of the Student Code of Conduct.
- d. The Student engages in any gang-related activity.
- e. The Student engages in repeated behavior that hinders the learning of other students.
- f. The Student engages in conduct that is disruptive to the educational process of the District.
- g. Class size exceeds state guidelines.
- h. Facilities become overcrowded.
- i. Adverse impact upon program availability.
- j. Lack of parental support or parental conduct that interferes with or disrupts the educational process of the District.
- k. Lack of student effort.
- l. Any other reasons for revocation set out in Board policy FDA(LOCAL).

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. If the transfer is revoked, the District will notify the Parent and the Student's district of residence. Transfer revocations based upon the conduct of the Student or the Parent shall be effective immediately; revocations based upon adverse impact upon program availability, class size or overcrowded facilities will usually become effective at the end of the school year.

If the student or parent disagrees with the decision of the Superintendent to revoke this Agreement, an appeal may be submitted and processed in accordance with District policies FNG(LOCAL) and GF(LOCAL), as appropriate. Utilizing the appeal process will not act to delay or stop the revocation.

2.10 The parent agrees that, in the event of immediate 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.

The Parent understands and accepts the conditions of this Agreement.

SIGNATURE OF PARENT

Date

The 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: La Pryor INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT,
FOR AND ON BEHALF OF
LA PRYOR INDEPENDENT
SCHOOL DISTRICT

Date