



NON-RESIDENT STUDENT REQUEST TO TRANSFER INTO THE DISTRICT

Your child's application should include:

School Records

- Attendance Records
- Discipline Records
- Most Recent Report Card
- Either the Most Recent STAAR/EOC Exams (3rd-11th)

OR

- The Most Recent Stanford/ITBS Exams (K-3rd)

Special Programs Documentation

None ESL Gifted and Talented

504 Special Education Speech

Dyslexia Dual Credit

Please include the documents listed above when submitting this application. Until this application is complete, including all applicable documentation listed above, your child's transfer request will not be considered. Please complete the following fields in the application prior to submitting this transfer request to the La Pryor Independent School District. It is important to note, if you have multiple children for whom you wish to request transfer, a separate application must be completed for each of those children.

Also, please be advised that knowingly presenting false information on the transfer application and requested documentation shall result in automatic denial of the transfer approval. If false information is knowingly provided by the student or the persons representing the student, during the school year, the student transfer is immediately, automatically, and permanently revoked. The student's resident district shall be notified in writing, and charges may be filed with proper authorities. In addition to the transfer being revoked, the parent may be, under the provisions of Texas Education Code (TEC) 20.002(d), Liable for payment of tuition and fines.

La Pryor
District Name

Texas Education Agency
Division of Equal Education Opportunity
APPLICATION FOR TRANSFER
FY 2018 – 2019

254-902
County-District Number

Complete Application for Each Campus

Authority for Data Collection: Texas Education Code 21.081, 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 signed for all student transfers within the state of Texas, including hardship. The Superintendent of the receiving district must circle approved or not approved and sign the transfer form. For further information, contact the Division of Equal Education Opportunity at (512) 463-9519.

Student's Name	I.D. # (Social Security #)	Date of Birth	Ethnic Code	Current Attendance Student's Residence		District Student Attended Prior Year		Campus Assigned in Receiving District
LEAVE	BLANK			Co. Dist. No.	Campus No.	Co. Dist. No.	Grade	Campus No.

This section must be completed by parent or guardian:
I have been informed of the receiving district's policy concerning tuition charges, if any, for a transferred student whose grade in the student's district of residence whose grade is taught in the student's district of residence and I accept responsibility for the payment of tuition.

Signed: _____ Name _____
Parent's (Guardian) Signature Print Name

Address: _____ Home Phone: _____

City, State, Zip _____ Cell Phone: _____

This section must be completed by the receiving **campus principal**:
I recommend the above transfer(s) be approved and accepted: ____ YES ____ NO _____
Campus Principal (s)

This section must be completed by the receiving **district superintendent**:
The above transfer (s) was/were approved on this _____ day of _____ 20____.
 not approved

Typed Name of Receiving District Superintendent	Telephone No.	Signature
<u>Matthew A. McHazlett</u>	<u>830-365-4000</u>	_____

One copy should be retained at both districts for audit purposes. **Last School Attended** _____
Phone _____

INSTRUCTIONS FOR COMPLETING

Application for Transfer Form ACC-041A

Form ACC-041A should be completed according to the column instructions listed below. This form should be completed in duplicate by the receiving district office. For audit purposes, the receiving district office should retain one copy and one copy should be mailed to and retained by the sending district office. Use the *Texas School Directory* for county-district and campus numbers.

Column Instructions

Student's Name

Enter the student's name.

I.D. #

Enter the student's social security number.

Ethnic Group

Enter the appropriate ethnic code using the following designations:

- (1) = American Indian of Alaskan Native
- (2) = Asian or Pacific Islander
- (3) = Black, not Hispanic
- (4) = Hispanic
- (5) = White, not Hispanic

Attendance Data (Current Year)

Enter the current county-district number and the campus number for the student (current district of residence).

County-District Number (Prior Year)

Enter the county-district number for the student (prior school year).

Grade

Enter the grade to which the student will be assigned for the regular academic programs or special education programs during the next school year.

Campus Number (Receiving District)

Enter the campus number to which the student will be assigned in the receiving district during the next school year.

STATE OF TEXAS §
 §
COUNTY OF ZAVALA §

2018-2019 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 **2018-2019** 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 does not pass EOC/STAAR test(s) or does not show growth.
- 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 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