



**Agua Dulce Longhorns
P.O. Box 250
Agua Dulce, Texas 78330
361-998-2542**

Transfer Student Required Documents

Once the following documents have been turned in, a transfer interview will be held.

1. End of Year Report Card
2. Current STAAR scores
3. Current end of year Reading or Math Assessment
4. Special Education documentation
5. 504 documentation
6. Dyslexia documentation
7. Autism or other health impaired documentation
8. End of year attendance and tardy report
9. End of year referral /ISS report
10. Recommendation letter from current principal (on school letterhead)
11. Recommendation letter from current teacher (on school letterhead)

Agua Dulce Independent School District

Wayne Kelly, Superintendent of Schools

P. O. Box 250 1 Longhorn Drive

Agua Dulce, Texas 78330

wkelly@adisd.net

Main Number 361-998-2542 Facsimile 361-998-2816

Dear Parent or Guardian:

A non-resident student wishing to transfer into the District shall file an application for transfer with the Superintendent. In order for your child to apply and be considered for approval by the Agua Dulce ISD Board of Trustees as non-resident transfer student at Agua Dulce ISD you must complete the enclosed forms. Please read and follow the instructions contained on the attached page entitled "Agua Dulce ISD Non-resident Student Transfer Agreement FDA--Exhibit A."

Complete the following forms:

1. Non-resident Transfer Agreement --Exhibit B
2. Agua Dulce ISD Non-resident Student Transfer Application --Exhibit C

Complete all the lines on the Agua Dulce ISD Non-resident Student Transfer Application, Exhibit C.

The Non-resident Transfer Agreement (Exhibit A), the Agua Dulce ISD Non-resident Student Transfer Agreement (Exhibit B) and the Agua Dulce ISD Non-resident Student Transfer Application (Exhibit C) must be completed, signed and dated then returned to the Superintendent's office.

If you have any questions, please call 361-998-2542.

Professionally,

Wayne Kelly

Superintendent of Schools

Agua Dulce Independent School District

EXHIBIT A

AGUA DULCE INDEPENDENT SCHOOL DISTRICT
NONRESIDENT STUDENT TRANSFER AGREEMENT

The Board reserves the right to accept or reject the application by nonresident parents and students who apply to transfer to the District. Upon approval of the application, the Board reserves to the right to revoke applicants previously approved by the Board if it is determined that information submitted by the applicant is false.

The Board has delegated to the Superintendent the responsibility to review all applications and to determine, at the Superintendent's discretion, the validity of the information and to reject the application or administratively enroll a student, pending a final decision by the Board.

Each student applying for admission is considered on a case-by-case basis and may be rejected at the time of application or at a later date after the application is approved. The decision of the Board is final and may not be appealed. A letter of recommendation from the applicant's previous school principal/assistant principal/Superintendent, who is currently employed by said District, must be submitted with the application.

All information, as required on the application, must be submitted at the time the application to transfer is made. Incomplete applications will not be processed. Applicants may not be currently suspended from the previous public school for any reason during the applicant's duration of enrollment at the previously attended public school. This provision include applicants who were suspended from a public school then enrolled in a private school, charter school, or who were homeschooled prior to completing this application. This rule also applies to out-of-state applicants.

The applicant and custodial parents agree to conditions of continuous enrollment criteria including, but not limited to, the 90 percent attendance rule, maintaining passing grades each reporting period, no discipline referrals, including assignment to in-school suspension, corporal punishment, suspension, or expulsion or other discipline related items as determined by the Superintendent.

The applicant, once approved, must receive annual approve by the Board by submitting an annual application in May of each year. The Board reserves the right to accept or reject all applications and to reinstate a tuition fee when the Board determines it is in the best interest of the school. The ongoing conditions of enrollment criteria and the annual application requirement remains as a condition of enrollment.

Please complete the entire application, sign and date, and return all information to Tracy Quinney, office manager. Final disposition of the application when determined will be communicated to the applicant in writing.

Signature of Parent _____ Date _____

Signature of Student _____ Date _____

EXHIBIT B

AGUA DULCE INDEPENDENT SCHOOL DISTRICT
NONRESIDENT TRANSFER AGREEMENT
(Do not use for power of attorney, PEG student, or District employee)

PLEASE PRINT

This is an agreement concerning the transfer of _____ ("Student"), a nonresident student, into the Agua Dulce ISD. The agreement is entered by _____ ("Parent"), both individually and on behalf of the minor Student, and the Agua Dulce ISD (hereinafter, "the District.")

Recitals and definitions:

- 1.1 Neither Parent nor Student is a resident of the District. Student desires to enroll as a student in the District. Parent is willing to enroll student in the District in order for Student to attend school in the District.
- 1.2 Parent acknowledges that the Constitution and Contest Rules of the University Interscholastic League may require the District to exclude the Student from participating in certain extracurricular interscholastic competitions.
- 1.3 "Cause" includes notification by an agency of the state or federal government that the transfer contemplated by this agreement is not authorized by law, nonpayment of tuition, and any disciplinary infraction which under this agreement permits revocation.
- 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 may consider factors set forth in District local school Board policies. The Superintendent may consider grades, and achievement test scores, attendance, disciplinary history, class sizes, available resources, and any potential adverse effect on resident students prior to submitting this agreement to the school Board for final approval. Students with IEPs shall be evaluated according to the criteria contained in the IEP.
 - 1.4(a) Public Education Grant (PEG) Program: A school district chosen by a student's parent under this statute is entitled to accept or reject the application for the student to attend school in that District but may not use criteria that discriminate on the basis of the student's race, ethnicity, academic achievement, athletic abilities, language proficiency, sex, or socio-economic status.
- 1.5 The Parent's signature constitutes an application for transfer of the Student. No transfer is granted until the Superintendent's signature appears on this document after approval by the school Board.

Mutual Promises:

- 2.1 No property interest created: Parent and Student acknowledge that because the Student is not a resident of the 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 school Board policies and the District Discipline Management Plan/Student Code of Conduct/Student Handbook and that those expectations are communicated through student handbooks, classroom rules, and the directives of teachers and administrators.

2.3 Tuition amount and payment: Beginning in the 2000–01 school year, the tuition rate will be set by the Commissioner of Education, Texas Education Agency – TAC Chapter 61, 1012. If tuition is charged, the full tuition amount must be paid prior to the first day of school or at the time of enrollment for attendance to class. The District hereby acknowledges receipt of the tuition set forth above. No student shall be allowed to enroll until the full payment for the year has been paid in full.

2.4 Duration of the agreement: Unless canceled or revoked by its terms, this agreement applies to the _____ academic year, and will expire on the last day of that year. This agreement creates no interest of right to attend school in the District beyond the date of its expiration, cancellation, or revocation for cause.

2.5 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 the District. In case of cancellation, the District will refund a pro rata share of any prepaid tuition; the Parent will remit any tuition payment due through the 30th day following notice.

2.6 Revocation for nonpayment of tuition: In addition to other legal remedies, the District may revoke this agreement for nonpayment of tuition due by the date(s) set forth above, by giving 30 days' prior written notice to the Parent, in which case the revocation provisions of paragraph 2.11 shall apply.

2.7 Superseding law: The District may revoke this agreement if it receives notice from the Texas Education Agency or from any court competent jurisdiction that the transfer the subject of this agreement is in violation of Civil Order 5281 (pertaining to statewide desegregation play) or other law regulating discrimination on the basis of race, ethnicity, or national origin. In case of such suppression, the District will refund a pro rata share of any prepaid tuition.

2.8 Status of nonresident student: Except as provided by this agreement, the nonresident Parent and Student possess all rights and are held to all duties provided by law and policy for resident parents and students.

2.9 Disciplinary infraction: Any conduct by the Student that would result in mandatory assignment to AEP 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 AEP removal may result in revocation of this agreement.

ADMISSIONS:
INTERDISTRICT TRANSFERS

FDA
(EXHIBIT)

2.10(a) Additional Conditions: This section does not limit the agreements in the section on disciplinary infractions. Because an interdistrict transfer is a privilege rather than a right, the continued education of the nonresident student is subject to these conditions and may be revoked upon any of the following occurrences:

1. The student's attendance falls below ninety percent in any semester.
2. The student earns repeated failing grades in any class.
3. The student has engaged in repeated minor violations of the Student Code of Conduct.
4. The student has engaged in any gang-related activity.
5. The student has engaged in repeated behavior that hinders the learning of other students.
6. The student has engaged in conduct that is disruptive to the educational process of the District.

2.10(b) Should any of these behaviors 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.

2.10(c) If the Student or Parent disagrees with the decision of the Superintendent, an appeal before the Board may be requested. Any appeal will be submitted in writing to the Superintendent's office, and the Superintendent will have 10 days to schedule the hearing. Except in cases in which the principal has ordered the emergency removal or expulsion of the Student, The Student will be allowed to remain as a District student until such time as a decision is rendered on the appeal.

2.11 The parent agrees that, in the event of revocation, the student shall be removed from the rolls of the District, and shall immediately be enrolled in the student's district of residence, another public school, or a private school that meets the curriculum requirements of state law.

2.12 The Student Code of Conduct is incorporated by reference for the limited purposes described in this agreement.

AGREED:

The Parent understands, agrees to, and accepts the conditions of this agreement.

Signature of Parent _____ Date _____

The Student understands, agrees to, and accepts the conditions of this agreement.

Signature of Student _____ Date _____

AGREED:

For: Agua Dulce ISD

Agua Dulce ISD
178901

ADMISSIONS:
INTERDISTRICT TRANSFERS

FDA
(EXHIBIT)

Superintendent of Schools _____ Date _____

EXHIBIT C

AGUA DULCE INDEPENDENT SCHOOL DISTRICT
NONRESIDENT STUDENT TRANSFER APPLICATION

Directions: Please print legibly and complete all sections. Sign and date the application and return it to Kathy Wimberly, office manager. Please complete a separate Exhibit C for each child you are requesting to transfer.

Parent/Guardian Name _____

Mailing Address _____

City _____ State _____ Zip Code _____

Physical Address: _____

Telephone Number: Home _____ Work _____ Cellular Phone _____

Please list the following information for each child you are requesting permission to transfer to Agua Dulce ISD:

Student's legal name _____

Social Security Number _____ Date of Birth _____

Name of last school attended _____

Name of last school district attended _____

Beginning date _____ to last date attended _____

Percentage of attendance at last school _____ Number of days absent _____

List of any subjects failed _____

Was student ever referred to the principal's office for discipline reasons
_____ Yes _____ No

If yes, why? _____

If so, how many times was student referred to the principal's office for discipline?

Was this student suspended or expelled from previous school _____ Yes _____ No

If yes, list each offense and the disposition of the discipline referral _____

Was the student ever arrested for illegal drugs or alcohol _____ Yes _____ No

If yes, describe _____

Agua Dulce ISD
178901

ADMISSIONS:
INTERDISTRICT TRANSFERS

FDA
(EXHIBIT)

A recommendation letter from a current school official and the most recent scores on a TAKS, or other standardized test, must be attached to the application.

Signature of Student _____ Date _____

Signature of Parent/Guardian _____ Date _____

FEB 9 2004