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## NON-RESIDENT TRANSFER STUDENT AGREEMENT

### TRANSFER STATUS MAINTENANCE

**Attendance at Commerce ISD as a transfer student is a privilege and as such, transfer students and parents shall abide by the Non-Resident Transfer Student Agreement. In order to make the experience positive and productive for the transfer students, this Agreement has been developed and shall govern transfer decisions made for transfer students.**

Students who transfer into the District shall follow all District and campus policies, rules, and regulations of the District, including but not limited to those involving student conduct, attendance, and testing requirements. Failure to fulfill the responsibilities set out in policy and the terms of the Agreement below may result in the student being denied transfer status and asked to withdraw from the District during the school year and/or the student being ineligible for transfer status in future years. The Commerce ISD Board of Trustees expressly reserves the right to review and evaluate any and all transfers on an annual basis.

**Parents/ guardians of students in grades K-12<sup>th</sup> grade are required to sign this transfer agreement before the student is officially approved to attend schools within the Commerce Independent School District.**

### ATTENDANCE

Regular student attendance and prompt arrival to school and to classes are integral to student success and academic achievement in Commerce ISD. Transfer students are expected to adhere to the following requirements:

**Absences:** Student will maintain regular attendance. Documented reasons must be provided for all absences. Absences shall not exceed ten (10) percent of total days in a semester. If student accumulates more than ten (10) percent in any one semester, the student may be denied transfer status. If a student has been referred for truancy three (3) times, then upon the third referral for truancy, the student will be denied transfer status and asked to withdraw from the District for violating the Non-Resident Transfer Student Agreement.

**Tardies:** Students will arrive to school and to classes on time. If student accumulates excessive tardies in any one semester, the student will be denied transfer status and asked to withdraw from the District for violating the Non-Resident Transfer Student Agreement. The District defines excessive tardies as having more than ten (10) percent of the total days in any class listed as a tardy in one semester.

**Pick-Up:** Students must be picked up by the time that is designated at the school. Failure to pick up your child in a timely manner may result in the student being denied transfer status and asked to withdraw from the District for violating the Non-Resident Transfer Student Agreement.

## STUDENT CONDUCT

Student will adhere to the District’s approved Student Code of Conduct and Student Handbook, campus rules, and classroom rules. Parent/guardian will support the District’s Student Code of Conduct and Student Handbook, campus rules, and classroom rules. “Serious or persistent misbehavior” will result in the student being asked to withdraw from the District and ineligible to transfer in a future school year.

“Serious or persistent misbehavior” is defined as:

- Placement in the District’s Discipline Alternative Education Program (DAEP), *or*
- Expulsion from the District, *or*
- Assignment to In-School Suspension more than two times/days, *or*
- Assignment to Out-of-School suspension more than two times/days.

## ACADEMIC PROGRESS

Transfer students are required to maintain satisfactory progress in all courses taken.<sup>1</sup>

Satisfactory progress is defined as:

- Maintaining a passing average of seventy (70) percent for each report card grading period, *and*
- Passing scores in all sections of the student’s annual state assessment, such as the TAKS/STAAR test.

Failure to maintain satisfactory progress will result in the student being denied transfer status and asked to withdraw from the District for violating the Non-Resident Transfer Student Agreement.

## PARENT/ GUARDIAN SUPPORT

Parent/guardian must support established policies, administrative rules, regulations, and guidelines governing Commerce ISD. Student and parent/guardian must attend required and requested parent conferences. Failure to attend the required parent conferences without documented justifiable reason may result in the student being denied transfer status and asked to withdraw from the District for violating the Non-Resident Transfer Student Agreement.

## TRANSPORTATION

Commerce ISD **will not** be responsible for transportation of a transfer student to and from school. Students and parent/guardian are responsible for the transportation of the student to and from school.

## VIOLATIONS OF THE TRANSFER AGREEMENT

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<sup>1</sup> In accordance with federal law, the District will provide transfer students who receive Special Education services and are qualified students with a disability under federal law special consideration in regard to their academic progress.

If the student or parent/guardian fails to follow the Non-Resident Student Transfer Agreement, the student and parent/guardian acknowledge that the student may be asked to withdrawal from the District during the school year or be ineligible for a transfer in a future school year.

### **PROVIDING FALSE INFORMATION/ FALSIFYING INFORMATION**

Knowingly providing false information on your enrollment forms or admission application will result in the District asking you to withdraw your student from the District and making a report to the proper authorities. In addition, the student's resident district shall be notified in writing and charges may be filed with proper authorities. In seeking admission into a public school, it is a Class A misdemeanor to knowingly provide false information in the admissions application under Section 37.10 of the Texas Penal Code. Furthermore, according to the provisions of Texas Education Code section 25.001(h), a person who knowingly falsifies information on a form required for enrollment of a student is liable to the district. Specifically, the person is liable for the greater of the maximum tuition fee the district may charge under Texas Education Code section 25.038 or the amount the district has budgeted for each student as maintenance and operating expenses for the student when the person was enrolled.

### **TUITION**

At this time, Commerce ISD does not charge tuition to non-resident transfer students. However, if the financial status of the district were to change, a tuition amount may be set by using the tuition limit worksheet set forth by the Texas Education Agency. Notification of tuition payments would be sent to all non-resident transfer students at that time.

### **STUDENT/ PARENT RIGHT TO APPEAL**

At the end of each school year, the parent/guardian of a transfer student will have to reapply for transfer in a future school year. If a student's application is denied, the student and/or parent/legal guardian has the right to appeal the decision made concerning student transfer status, in accordance with approved legal and local Board Policies FNG and GF.

### **TERM OF AGREEMENT**

This agreement shall be in effect during the student's entire period of enrollment in Commerce ISD, and shall become a part of the student's permanent record. Revisions to this agreement shall be distributed to the transfer student and parents and shall be attached to and become a part of the original agreement.

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Charles Alderman

Superintendent, Commerce Independent School District

We have read and understand the information contained in this agreement and, by signing, do hereby agree to adhere to its provisions and terms, and to abide by the policies and administrative regulations of Commerce ISD.

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Student Signature

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Date

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Parent/Guardian Signature

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Date

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Printed Student Name

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Grade

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Student's Resident District