

Student Transfer Application
Ramirez Common School District
2023 - 2024



Regulations and Procedures

All applicants shall sign and submit the ***Non-Resident Transfer Agreement*** as part of the application process.

Eligibility/Factors

In approving transfers, the Superintendent or designee shall consider availability of space, instructional staff, the student's disciplinary history and attendance records (FDA Local). Other considerations may include: academic records, siblings, and interview if applicable.

Transportation

Parents must provide transportation to and from school.

Application Information/Deadline

Ramirez CSD serves students in grades PK - 6th. Applications are considered on a case by case basis and does not guarantee enrollment. Returning students should have applications submitted by June 1, 2023. Incomplete applications will not be considered. Official acceptance may not occur until final resident enrollment numbers are determined at the beginning of the school year.

Parent/Guardian Support

Parent/guardian is responsible for fulfilling requirements listed on the ***Non-Resident Transfer Agreement***. Parents/guardians are required to have 10 pre-approved volunteer hours completed by the second Friday of June each academic year. In lieu of volunteer hours, a fee of \$10 per hour may be paid for every volunteer hour not completed and must be paid for by the second Friday of June each year.

Transfer Committee

Transfer committees may be convened and/or consulted during the application process to assess student records and data. Once accepted, transfer student progress is monitored by committees at mid year. All transfer students must reapply every academic year. After the first semester, notice for probation will be mailed to the home address if applicable.

Are you the parent or legal guardian of this child? ____ Yes ____ No

Is there a custody agreement in place for this child and do you have the legal right to make educational decisions for this child? ____ Yes ____ No

*If yes, please provide documentation such as a birth certificate or court signed document.

*I understand that it is my responsibility to provide transportation to and from school for my child. Transfers may be revoked in accordance with board policy.

Parent/Guardian Name _____

Street Address: _____ City, ZIP: _____

Email Address: _____ Phone: _____

APPLICATION FOR TRANSFER
Pre-K3 through 6th Grade

Grade Level: _____ **NEW** _____ **RETURNING** _____

Student Name: _____

Address: _____ City/State: _____

Social Security Number: _____ Date of Birth: _____

Previous School(s) Attended: _____

Name of **school and district** student would be attending in home district according to residence:

Names and grades of siblings currently enrolled at RCSD:

My child receives these services:

Special Education Speech 504 GT Bilingual/ESL None

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

For Office Use Only

The above named transfer student ___Approved ___Denied on _____.

Superintendent Signature

Date

Document Checklist for Transfer Application

The following documents must be submitted with the application for it to be considered complete. Any missing documents will result in your application not being processed.

- ☐ Non-Resident Transfer Agreement
- ☐ Birth Certificate
- ☐ Social Security Card
- ☐ Immunization Records
- ☐ Attendance Records (2022-2023 & 2021-2022)
- ☐ Report Cards (2022-2023 & 2021-2022)
- ☐ Discipline Records (2022-2023 & 2021-2022)
- ☐ Assessment Scores (all years available: TPRI, ITBS, STAAR, mClass, MAP, DRA-2, etc.)
- ☐ Student Interview (if applicable)

I certify that the information on this application is complete and correct. I understand that the submission of false information is grounds for denial of this application, withdrawal of any offer of acceptance, cancellation of enrollment, or appropriate disciplinary action. I agree to notify the proper officials of Ramirez CSD of any changes of the information I have provided. I authorize Ramirez CSD to verify the information I provided and hereby consent to the release of my child's academic records and personal data for the purpose of determining acceptance to Ramirez CSD.

Parent Signature

Date

I understand that Ramirez CSD expects a high standard of conduct from its students, and if accepted for admission, I will abide by all rules and regulations of Ramirez CSD as set forth in the Student Handbook and Student Code of Conduct.

Student Signature

Date

Non-Resident Transfer Agreement

This is a non-resident transfer agreement (“Agreement”) with the RAMIREZ Common School District (“District”) concerning the transfer of _____ (“Student”), a non-resident student, into RAMIREZ COMMON 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 RAMIREZ COMMON SCHOOL DISTRICT. Student desires to enroll as a student in the RAMIREZ COMMON SCHOOL DISTRICT. Parent is willing to transport the Student to Ramirez CSD 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 RAMIREZ COMMON 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 RAMIREZ COMMON 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 **Parent / Guardian Support:** Parent / guardian shall attend all scheduled conferences that are required as part of the student performances assessment process. Student and parent / guardian shall attend all other required and requested parent conferences including those provided in this agreement. Transfer students who enroll after the first instructional day may be required to attend a mandatory parent and student meeting upon their starting school. Failure to attend the required parent conferences without documented justifiable reason may result in the student being denied transfer status in future school years. Student and parent / guardian shall support the mission, goals, and purposes of RAMIREZ CSD as well as abide by all established policies, administrative rules, regulations, and guidelines governing the academic programs of Ramirez CSD. Prior to denial of a transfer in the following school year for a violation of these provisions, written notice shall be provided to the parent / guardian of the student.

Student's family is required to donate ten hours of volunteer service to the school for the first enrolled student, or if additional students are enrolled, five hours of volunteer service is required for each additional student enrolled, with a maximum of twenty hours required per family. In lieu of volunteer hours, families may contribute \$10.00 for every hour of required volunteer service to the campus Parental Involvement Account. The hours or donations must be completed prior to the last instructional day of the school

year. A list of potential volunteer opportunities and the process for accounting of the hours and / or donations will be communicated to the parent / guardian on an annual basis. Failure to complete this requirement may result in the student being denied transfer status in future school years, including a revocation of a transfer already approved for the next school year.

- 2.4 **Duration of the Agreement:** Unless canceled or revoked by its terms, this agreement applies to the 2023 - 2024 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 RAMIREZ COMMON SCHOOL 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 fifteen (15) calendar days written notice to the Superintendent or by becoming a resident of RAMIREZ COMMON 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.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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.
- 2.9 **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, any conduct by the Student that could result in a discretionary DAEP or In-School Suspension (ISS) removal **may** result in revocation of this Agreement.
- 2.10 **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 tardiness, or if Student's attendance falls below ninety-five percent (95%) in any semester.
- b. Student earns repeated failing grades in any class.
- c. Student has engaged in repeated violations of the Student Code of Conduct.
- d. Student has engaged in any gang-related activity.
- e. Student has engaged in 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.
- i. Any other reasons for revocation set out in Local Board Policy FDA.
- j. Failure on the part of either the student or parent / guardian to support the mission, goals and purposes of Ramirez CSD as well as abide by all established policies, administrative rules, regulations, and guidelines governing the academic programs of Ramirez CSD.

Should any of these behaviors or circumstances occur, the campus Superintendent will consider the circumstances of the behavior. The Superintendent or designee will schedule a conference with Student and Parent to permit them to present a response to the Superintendent'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 Superintendent 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.

- 2.11 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.
- 2.12 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.
- 2.13 The District does not have responsibility to provide any transportation services to the Student.

2.14 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.

2.15 *IN RETURN FOR THE DISTRICT PERMITTING MY STUDENT TO TRANSFER INTO THE RAMIREZ COMMON SCHOOL DISTRICT, I EXPRESSLY WAIVE AND RELEASE ANY CLAIM THAT I MAY HAVE THAT THE DISTRICT CANNOT REVOKE A TRANSFER, AND / OR THAT THE TRANSFER OF MY STUDENT MUST BE FOR A PERIOD OF ONE YEAR. BY MY SIGNATURE BELOW, I EXPRESSLY CONFIRM THAT I AGREE WITH AND ACCEPT ALL OF THE REASONS FOR A TRANSFER REVOCATION SET OUT IN THE NON-RESIDENT TRANSFER AGREEMENT, AND FURTHER AGREE THAT THIS AGREEMENT CAN BE REVOKED FOR ANY OF THOSE REASONS BEFORE THE END OF THE SCHOOL YEAR FOR WHICH THE TRANSFER IS APPROVED.*

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: RAMIREZ COMMON SCHOOL DISTRICT

SUPERINTENDENT, FOR AND ON BEHALF OF
RAMIREZ COMMON SCHOOL DISTRICT

Date