



NON-RESIDENT STUDENT TRANSFER PACKET

Applications for non-resident transfers are accepted and considered on a case-by-case basis. Each application requires the final approval by the Superintendent.

DO NOT WITHDRAW YOUR STUDENT FROM HIS/HER CURRENT SCHOOL DISTRICT UNTIL THE APPROVAL PROCESS IS COMPLETE.

Once the Student is enrolled, a yearly review will be done in order to keep the Student's transfer status.

The following items must accompany the **ORIGINAL** submission application and questionnaire and be returned to the campus according to students' grade level. *Scanned, faxed, OR duplexed copies will not be considered.* Applications submitted must include copies of the items listed below.

- **Transcripts and or latest report card**
- **Test scores**, i.e. achievement tests (STAAR 3-12, early reading diagnostic K-2, etc.)
- **Discipline record** (current and previous year if less than one month at current district)
- **Attendance record** (current and previous year if less than one month at current district)
- **Immunization record** (current)
- **Home Language Survey** (the original completed upon entering school for the first time)

TMISD does not grant out-of-district transfer requests for any of the following reasons:

- To avoid disciplinary actions in another district
- During an expulsion term of the student
- To participate in UIL varsity athletic or academic extracurricular activities
- For Pre-kindergarten or Academic Career Center

TMISD cannot provide transportation to and from the district of residence. In addition, the district will monitor the occupancy of all grade levels and the number of transfer students accepted will be determined by space and instructional staff availability.

Also, be advised that the Superintendent may deny the transfer of a student for violation of Board policy, violation of the Student Code of Conduct that results in the placement of a transfer student in the DAEP, documented late arrivals/early pick-ups, failure to maintain a 90% attendance rate (as calculated at the end of the semester) and/or failure of a course/s, and/or not performing at the "meets" or "masters" level on the STAAR assessment.



TULOSO-MIDWAY ISD
NON-RESIDENT STUDENT TRANSFER APPLICATION

This application is to be completed by a parent or legal guardian of the non-resident student requesting a transfer and submitted to the Office of the Superintendent.

NAME OF STUDENT	SOCIAL SECURITY NUMBER	ENTRY GRADE LEVEL
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ADDRESS	STUDENT'S AGE	DATE OF BIRTH
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NAME OF LEGAL PARENT/GUARDIAN	PHONE NUMBER	ALT NUMBER
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NAME OF DISTRICT/SCHOOL OF RESIDENCE	DISTRICT	CAMPUS
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Is the parent/guardian an employee of TMISD?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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I am hereby advised that the Superintendent may deny the transfer of a student for violation of Board policy, violation of Student Code of Conduct, failure to supply required documentation for enrollment, failure to maintain a 90% attendance rate (as calculated at the end of the semester) failure of a course/s, not performing at a "Meets" or "Masters" level on STAAR and/or requiring additional staff to ensure academic success.

Parent/Legal Guardian Signature

Date

SUPERINTENDENT USE ONLY			
<i>The above transfer was</i>		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
NAME OF SUPERINTENDENT	DATE	PHONE	SIGNATURE OF SUPERINTENDENT
		361-903-6402	



TULOSO-MIDWAY ISD
NON-RESIDENT STUDENT TRANSFER QUESTIONNAIRE

DATE OF APPLICATION	
NAME OF STUDENT	
GRADE LEVEL	
STUDENT'S DATE OF BIRTH	
NAME/S OF PARENT/GUARDIAN	
ADDRESS	
PHONE NUMBER	

ANSWER THE QUESTIONS BELOW IN THE RIGHT-HAND COLUMN	
Is the Student currently enrolled in a school (including public, private, parochial, charter, academy, or home school)?	YES NO
Provide the name of the school district that you reside in.	
Provide the name and address of the school district and campus which student is/was currently enrolled or has most recently been enrolled.	

Through which grade (PK-12) has the student successfully completed?	
Has the Student ever been retained? If so, what grade level?	

Has the student engaged in conduct or misbehavior within the preceding year that has resulted in removal to an alternative education program (AEP), a disciplinary assignment outside the regular classroom or expulsion from any school district or school?	YES NO
If yes, specify the school.	
If yes, specify reason for removal to AEP.	

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NON-RESIDENT STUDENT TRANSFER QUESTIONNAIRE

If yes, specify the type and duration of removal.	
If yes, has the student completed his/her term at the AEP?	YES NO

Does your child receive any services or assistance from school personnel other than his/her classroom teacher?	YES NO
If yes, please explain.	

Does your child receive any of the following services? <ul style="list-style-type: none"> • Special Education • Gifted & Talented • Bilingual/English as a Second Language • 504 • Dyslexia • Other 	YES NO
If so, please explain.	

<p>I understand that making a false statement in this document or any other document for the purpose of school enrollment is a criminal offense under Section 37.10 of the Texas Penal Code and could subject me to imprisonment for up to two years and/or a fine up to \$10,000. I further understand that enrollment of a child under false documents is a violation of Section 25.001 of the Texas Education code and subjects me to liability under Texas law for the greater of these amounts: the maximum tuition permitted by law of the cost per student budgeted by the District for maintenance and operating expenses. Finally, I understand that making a false statement in this document for the purpose of enrollment is grounds for termination of this transfer agreement.</p>

Parent/Legal Guardian Signature

Date



TULOSO-MIDWAY ISD
NON-RESIDENT STUDENT TRANSFER AGREEMENT

This is an agreement concerning the transfer of _____ (“Student”), a nonresident Student, into the Tuloso-Midway Independent School District (“District”). The agreement is entered into by _____ (“Parent”), on behalf of the Student and Superintendent, on behalf of the District. The agreement is effective only after being signed by both the Parent and the Superintendent of the District.

RECITALS

- 1.1 Nonresident status. Neither Parent nor Student is a resident of Tuloso-Midway ISD. Student desires to enroll in the District.
- 1.2 Application only. The Parent’s signature below constitutes an application for transfer of the Student. No transfer is effective until the Superintendent’s signature appears on this document.
- 1.3 Transfer criteria. Transfer applications are considered on an individual basis without regard to sex, race, national origin, color, religion, disability, ancestral language, or any other protected characteristics. In making transfer decisions, the Superintendent may consider Student attendance, academic history, including but not limited to performance on state assessments, and disciplinary history, as well as, District class sizes, available resources and any potential effect on resident Students. The Student must have no more than 11 absences (90% attendance) during the previous year. Transfer may be denied if approval of the transfer would cause the Student/teacher ratio to exceed 22:1, grades K-4 and/or 25:1 grades 5 and up. Transfers must not create the need for additional course offerings at the secondary level. The transfer must not create the need to employ additional personnel.
- 1.4 Parent acknowledges that the constitution or rules of the University Interscholastic League (UIL) may require the District to exclude the Student from participating in certain extracurricular interscholastic competitions.
- 1.5 G/T Program. All Students who were identified G/T in another district shall be reviewed by campus selection committees to determine if placement in the District’s program for gifted and talented Students is appropriate. A determination will be made within 30 days of the Student’s enrollment. The decision will be based on transferred records, observation reports and Parent conferences. EHBB [LOCAL]
- 1.6 Consent to release of records. The Parent’s signature below constitutes consent by the Parent for District officials to obtain and review, for the purpose of the application for transfer, copies of the Student’s records maintained by any school district, charter school or private school in which the Student has been enrolled, including the school in which the Student is currently enrolled, if any.
- 1.7 Transfer process. A nonresident Student wishing to transfer into the District must file an application for transfer with the Superintendent or designee by June 6, prior to the school year for which the transfer is requested. Any other requests shall be considered by the Superintendent on a case-by-case basis.
- 1.8 Transportation. The parent or the student will be responsible for transportation to and from the District school to which the student is assigned.

TULOSO-MIDWAY ISD
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- 1.9 Notice. The District does not grant out-of-district transfer requests for any of the following reasons: (1) To avoid disciplinary actions in another district; (2) During an expulsion term of the Student; (3) To participate in UIL varsity athletic or academic extracurricular activities; or (4) For Pre-Kindergarten or Academic Career Center.
- 1.10 Sibling transfers. This transfer is approved for the named student only. District approval of this transfer creates no right or expectation that another student from the same family will be admitted as a transfer.
- 1.11 In-District transfers. A currently enrolled resident student who becomes a non-resident during the course of a semester will be considered upon the receipt of the transfer application and supporting documentation. This must be submitted within two (2) weeks of the move.

MUTUAL PROMISES

- 2.1 Term of Agreement. This transfer agreement shall expire on the last instructional day of the 2019-2020 school year unless otherwise canceled or terminated under the terms of this agreement. All non-District residents seeking approval for transfer to the District must annually complete and submit a transfer application. A Student has no property interest or right to become or remain enrolled in or to receive educational services from the District. Prior transfer status with the District does not guarantee or create any entitlement to approval of a transfer application. FDA [LOCAL]
- 2.2 Tuition. There are no annual tuition costs.
- 2.3 Parent's right to cancel. The Parent may cancel this transfer application at any time. The Student will be withdrawn from the District.
- 2.4 Superseding law. The District may terminate this agreement if it receives notice from the Texas Education Agency or from any court of competent jurisdiction, that the transfer subject to 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 nation origin. The District may terminate this agreement if any of its terms become unlawful by act of the Texas Legislature.
- 2.5 Rights and duties. Except as provided by this agreement, the non-resident Parent and Student possess all rights and agree to perform all duties provided by law and policy for resident Parents and Students.
- 2.6 District policies and rules. The Parent and the Student understand that the Student is required to comply with all policies, rules, procedure and expectations of the District to the same extent as resident Students, including but not limited to Board policies, Student handbooks, classroom rules, the Student Code of Conduct, and the directives of teachers and administrators.
- 2.7 Student infraction. Any conduct by the Student that would require removal to an alternative education placement (AEP) or expulsion for a resident Student, or that constitutes "serious" misconduct under the District's Student Code of Conduct, shall result in termination of this agreement. At the Superintendent's discretion, in consultation with campus principal, any conduct by the Student that could result in a discretionary AEP removal may result in termination of this agreement.

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2.8 Termination. The District may terminate this agreement for any lawful reason and provide reasonable notification to the Parent. Lawful reasons include, without limitation, notification by an agency of the state or federal government that the transfer contemplated by this agreement is not authorized by law, or any disciplinary infraction or condition under which this agreement permits including, but not limited to:

- (a) The Student’s attendance has fallen below 90% in any semester.
- (b) The Student has repeatedly earned grades below 75 in any course/subject.
- (c) The Student has engaged in repeated minor violations of the Student Code of Conduct.
- (d) The Student has engaged any gang-related activity.
- (e) The Student has repeatedly engaged in behavior that hinders the learning of other Students.
- (f) The Student has engaged in conduct resulting in mandatory expulsion.
- (g) The Student’s vaccination record becomes out of compliance with state law.
- (h) The Student has engaged in conduct that is disruptive to the educational process.
- (i) The Student’s tardies exceed 8 for the year.
- (j) The Student does not achieve ‘meets’ or ‘masters’ level on state assessments.
- (k) The Student does not meet requirements to be promoted to the next grade level.
- (l) Other reasons deemed appropriate by the Superintendent.

At the end of each school year, the Superintendent shall, before making a decision, receive the recommendation of the campus Principal concerning the status of the transfer. If the transfer is denied, the District will notify the Parent and the Student’s school district of residence.

2.9 Appeal. If a Parent or Student disagrees with the initial decision of the Superintendent, appeals shall be made in accordance with FNG [LOCAL] and GF [LOCAL], as appropriate.

2.10 Re-enrollment. The Parent agrees that, in the event of termination/denial, 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.

The Parent has read, understands and accepts the condition of this agreement.

Parent/Legal Guardian Signature

Date