



Sweet Home Independent School District

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STATE OF TEXAS
COUNTY OF LAVACA

Required to be on file for all transfer students.

Non-Resident Student Transfer Agreement 2025-2026 School Year

This is an agreement concerning the transfer of _____ ("Student"), a non-resident student, who does not reside within the boundaries of SWEET HOME INDEPENDENT SCHOOL DISTRICT and for whom SWEET HOME INDEPENDENT SCHOOL DISTRICT ("Sweet Home ISD" or "District") is not legally required to provide services as student is a resident of another Independent School District. The agreement is entered by the parent(s) or legal guardian _____ ("Parent"), with authority and on behalf of the student, and SWEET HOME ISD for the school year. The Student's parent or other person having lawful control of the student ("Parent") requests that Student be permitted to attend Sweet Home SD District schools in the 2025-2026 school year.

Parent and Student understand and acknowledge that attendance at the District as a transfer student is a privilege, not a right, and as such, transfer students and parents must abide by this Transfer Agreement. To make the experience positive and productive for transfer students, this Transfer Agreement has been developed and shall govern transfer decisions made for and about transfer students. No property interest is created in or by this Transfer Agreement. Parent and Student acknowledge that because the student is not a resident of the District, any right of Student to become or remain enrolled in the District or to receive any educational services from the District is based on this Agreement only. Parent and Student also acknowledge and understand 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 (among other things): class sizes; availability of resources, space, and instructional staff; the Student's disciplinary records or criminal history, attendance records; and any potential adverse effect on resident students. Parent and Student hereby agree to the following terms and conditions for a transfer:

1. Recitals and Definitions:

- 1.1 This Transfer is effective for the current school year only subject to the conditions outlined below. District approval of this Transfer creates no right or expectation that the Student will be admitted as a transfer for any subsequent school year.
- 1.2 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.
- 1.3 The Student must (a) maintain an acceptable level of attendance, (b) maintain acceptable disciplinary conduct; and (c) maintain compliance with all District policies, rules and regulations, including the Student Code of Conduct, throughout the entire school year, and a failure to do so may result in immediate revocation of this Transfer Agreement.
- 1.4 Under this Transfer Agreement:

- a) Acceptable level of attendance is deemed to be no less than a daily attendance rate of 95%. In compliance with Texas Education Code 25.092 and Code 25.095, the District will make contact with parents with respect to the credit and legal implications of poor attendance.
- b) Acceptable level of academic performance is defined as a student successfully completing all classes with a grade of no less than 75, as well as taking and passing the state mandated STAAR/EOC tests, as applicable, and maintain at least a 75 average in all core subjects, as applicable each semester.
- c) Compliance with the District's policies, rules and regulations, including the Student Code of Conduct, is deemed to include that the Student will not engage in any prohibited conduct or violations that can result in student removal to a disciplinary alternative education program (DAEP) or expulsion, or engages in no more than 3 referrals for disciplinary action for any other misconduct within any grading period.

1.5 As noted above, and in accordance with Board policy FDA(LOCAL), requests for a District Transfer for students may be refused to a student who fails to maintain an acceptable level of attendance or maintain compliance with District rules and regulations, including the Student Code of Conduct. Discipline infractions that shall result in revocation of the transfer and this Transfer Agreement include any conduct by the Student that would result in either a mandatory DAEP placement or expulsion for a resident student, or that constitutes serious misconduct under the District's Student Code of Conduct. At the Superintendent's discretion, in consultation with the campus Principal, any conduct of the Student that could result in discretionary DAEP placement may result in revocation of the Transfer and this Transfer Agreement. In addition, the following are examples of events that may result in revocation of the Transfer and this Transfer Agreement:

- a) Repeated unexcused absences and tardies, or if the Student's attendance falls below ninety-five percent (95%) in any semester or attendance that places the Student at risk of losing credit under Education Code 25.092 or requires the District to warn the Parent or the Student of truancy proceedings under Education Code 25.095.
- b) The Student fails to maintain at least a 75 average in all core subjects each semester, as applicable.
- c) The Student engages in behavior that results in assignment to an in-school suspension program, disciplinary alternative education program, suspension or expulsion and/or the Student is arrested or convicted of a felony offense.
- d) The Student engages in repeated behavior that hinders the learning of other students.
- e) The Student engages in conduct that is disruptive to the educational process of the District.
- f) Class size exceeds state guidelines.
- g) Facilities become overcrowded.
- h) Any lack of compliance with the District's rules and regulations, including the Student Code of Conduct.
- i) 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 circumstances of the behavior and make a recommendation to the Superintendent concerning status of a request for transfer.

1.6 Notice of revocation will be sent to the District of residence. The Student and Parent have the right to appeal the decision made concerning student transfer status, in accordance with Board Policies FNG(LEGAL) and FNG(LOCAL); however, the filing or processing of an appeal will not defer, delay or postpone the revocation.

1.7 The Student and Parent acknowledge that eligibility of transfer student for participation in any University Interscholastic League (UIL) activity or other activities governed by UIL rules and regulations will be determined in accordance with those rules and regulations. By signing the Agreement, Parent and Student

acknowledge that the constitution or rules of the UIL may require the District to exclude the Student from participating in certain extracurricular interscholastic competitions.

- 1.8 The Parent's signature constitutes an application for transfer of the Student.
- 1.9 The Parent or the Student will be responsible for transportation to and from the District school to which the Student is assigned.
- 1.10 If this Transfer Agreement is revoked, as outlined herein, the Superintendent has discretion to revoke the transfer immediately or at the end of the semester.

2. Mutual Promises:

- 2.1 Duration of the Transfer Agreement: This Transfer Agreement applies to the current academic year and will expire at the end of each academic year.
- 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 handbook, classroom rules, the Student Code of Conduct, and the directives of teachers and administrators.
- 2.3 Parents agree to provide parental support to the District and that parental conduct will not interfere with or disrupt the educational process of the District (Example: parents will attend District scheduled conferences). Parent specifically acknowledges and specifically agrees that failure to do so may result in revocation of the transfer.

3. Additional Conditions:

- 3.1 Except as modified by this Transfer Agreement, the Parent and the Student will be subject to all policies, regulations, rights and responsibilities of enrollment in the District, as if the Student resided in the District.
- 3.2 At the time of signing of this Transfer Agreement, the District does not charge tuition to non-resident transfer students except as allowed for Pre-K students. Tuition for Pre-K students is currently set at \$425 per month. The District retains the right to charge tuition at any time in the future it deems appropriate to do so for other grade level transfers. If tuition is to be charged, the tuition amount will be set by using the tuition limit worksheet as set forth by the Texas Education Agency. Notification of tuition payments will be sent to all non-resident transfer students that time. If charged, all tuition payment will be made in accordance with School Board policy FDA (LOCAL). If the Board should determine a need to charge tuition, such a change shall be instituted at the start of any semester.
- 3.3 The District, the Parent and the Student agree that this Transfer Agreement is the entire agreement controlling the admission and enrollment of the student in the District for the 2025-2026 school year. No transfer is granted until the Superintendent's signature appears on this Transfer Agreement.
- 3.4 When applicable for the student's grade level, we agree to provide Sweet Home ISD with copies of the following for transfer students new to Sweet Home ISD:
 - The student's previous school's report card/transcript (all grades must be 75 or above)
 - The students STAAR/EOC report (all scores must be passing)
 - The student's attendance record for the previous year (must be 95% or higher)
 - The student's discipline summary report for the previous year

IN RETURN FOR THE DISTRICT PERMITTING THE STUDENT TO TRANSFER INTO A DISTRICT SCHOOL, THE PARENT/GUARDIAN AND THE STUDENT EXPRESSLY WAIVE AND RELEASE ANY CLAIM THAT THEY MAY HAVE THAT THE DISTRICT CANNOT REVOKE A TRANSFER, AND/OR THAT THE TRANSFER OF THE STUDENT MUST BE FOR A PERIOD OF ONE SCHOOL YEAR. I FURTHER ACKNOWLEDGE AND AGREE THAT PARENTS' CONDUCT, COOPERATION AND SUPPORT MAY BE CONSIDERED AS A FACTOR IN REVOCATION OR APPROVAL OF MY CHILD'S TRANSFER. BY SIGNING BELOW, THE PARENT/GUARDIAN AND STUDENT EXPRESSLY CONFIRMS THAT THEY AGREE WITH AND ACCEPT ALL OF THE REASONS FOR A TRANSFER REVOCATION SET OUT IN THIS 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.

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

In the event of revocation, we agree that the student will, on the effective date of the revocation, be enrolled in the District of residence, another public school, or a private school that meets the curriculum requirements of state law, even if we initiate an appeal of the revocation decision.

The Parent/guardian understands and accepts the conditions of this agreement. By signing below, I acknowledge that I have authority to enter into this agreement on behalf of the student and all parties concerned.

Signature of Parent

Date

The Student understands and accepts the conditions of this Transfer Agreement.

Signature of Student

Date

Approval of Transfer:

SUPERINTENDENT
SWEET HOME INDEPENDENT SCHOOL DISTRICT

Date