

**POTH INDEPENDENT SCHOOL DISTRICT**  
**NON-RESIDENT TRANSFER STUDENT AGREEMENT**  
**BOARD POLICY FDA (LOCAL)**  
**Transfer Status Maintenance**

Attendance at Poth ISD (District) as a transfer student is a privilege, not a right, and as such, transfer students and parents shall abide by this Non-Resident Transfer Student Agreement (Agreement or Transfer 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 and about transfer students. No property interest is created in or by this Agreement. Parents, guardians, and students acknowledge that because the student is not a resident of Poth ISD, any right of the student to become or remain enrolled in the District or to receive any educational services from the District is based on this Agreement only.

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 Board or the Board's designee may consider availability of space, instructional staff, the student's disciplinary history, and attendance record as well as the general cooperation and/or disruptive behavior of the transfer student and his/her parents/guardians, family members and/or associates.

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, testing requirements, and parent involvement as set forth in this Agreement, District policy, and the District's Student Code of Conduct. Failure to fulfill the responsibilities set out in District policy, Student Code of Conduct, and the Transfer Agreement as set out below may result in revocation of the Transfer Agreement as allowed by law. All transfer decisions are made annually and a new application must be submitted each year. Being permitted to transfer into the District prior to or during a school year does NOT guarantee that it will be permitted for a subsequent school year. The Poth ISD Board of Trustees expressly reserves the right to review and evaluate any and all transfer numbers on an annual basis. Additionally, as outlined in the Poth ISD District of Innovation Plan, Nonresident students who have been accepted as a transfer may have such transfer status revoked by the Superintendent at any time during the year if the student is assigned discipline consequences of suspension (in or out of school), placement in a disciplinary alternative program, or expulsion. In addition, students not meeting the State's 90% attendance standard may also be subject to immediate revocation of their transfer status.

By signing the Agreement, the parent or guardian 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.

Parent/Guardian of students in grades Pre-K – 12<sup>th</sup> grade are required to sign this Transfer Agreement before the student is officially approved to attend schools within the Poth Independent School District.

## **DISTRICT RESOURCES**

Consideration of enrolling potential transfer students is ultimately dependent upon District resources to accommodate instruction. With that in mind, enrollment of new transfer students or renewal of transfer student agreements is contingent upon the following parameters:

**Pandemic Designation:** As with the COVID-19 crisis designated a pandemic, transfer students must attend face-to-face onsite classes as long as they are available. If the District or the student's campus is required to close, the student will receive remote instruction. The parent is responsible for providing devices and internet capability for remote instruction. If TEA guidelines during a pandemic limits class size, a student's transfer status could be withdrawn.

**Class Sizes:** Class size shall not exceed the guidelines established by the State. That is, state law requires a 22:1 student to teacher ratio for kindergarten through fourth grade. Additionally, the Board has established the following limits for each grade level:

1. In Pre-Kindergarten through 5<sup>th</sup> grade, the limit is designed to not exceed 95% of a 22:1 student-teacher ratio. Example: If there are 4 teachers in a grade PreK through 5th; the district will not add transfers after 84 students are enrolled ( $4 \times 22 = 88$ ; 95% of 88 is 83.6).  
Exceptions – In the case that a mid-year transfer student is one of a Poth ISD employee who has priority acceptance pending a successful application review process, the limit percentage may be exceeded during that school year if the Superintendent determines, through meetings with the campus Principal and the campus instructional staff, that the grade can handle such excess for the remainder of the school year. Additional staffing support and resources already budgeted may be allocated to that grade if deemed necessary.
2. In 6<sup>th</sup> through 12<sup>th</sup> grade, the limit of total students per grade level is eighty-eight (88) with an additional five student allowance (93 total) at the discretion of the superintendent and administrative staff, subject to availability of space and instructional staff for the program in which the student is enrolled.

**Facilities:** If the instructional facilities cannot accommodate an anticipated increase in student enrollment due to potential transfer students, transfer student enrollment will be either limited or unavailable depending on the number and qualifications of applicants.

In the event that a transfer student must be removed mid-year for any of the reasons listed above relating to the availability of district resources, the District will do so on a last in, first out basis.

## **ATTENDANCE**

Regular student attendance and prompt arrival to school and to classes are integral to student success and academic achievement in Poth ISD schools. In the event of repeated absences and tardiness as defined below, or if the student's attendance falls below ninety-five percent (95%) with unexcused absences in any semester, or attendance (excused or unexcused) below the state's 90% standard 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, such actions will prompt the Campus Principal will hold a student and parent conference. If the attendance issue persists, the student may be ineligible to transfer in a future school year.

**Absences:** The student must maintain regular attendance. Unexcused absences may not exceed 4 total days in a semester. If the student accumulates more than 4 unexcused days in any one semester, the

student may be unable to apply for a transfer for a future school year. When a student accumulates 2 unexcused absences in any semester, the Principal shall hold a student and parent conference. When a student accumulates 4 or more unexcused absences, the student and parent may appear before the Campus Attendance Committee. The Campus Attendance Committee will review and make recommendations to the Campus Principal concerning continued enrollment, assigning makeup days, or denying future transfer status in the following school year. Documented reasons must be provided for all absences. If a transfer student has been accepted but does not enroll or attend the first or last instructional week of school, those days of missed instruction may be counted as unexcused absences. Any absences during the first or last instructional week must be approved in advance by the campus administrator. Failure to have the absence pre-approved may result in the student being denied transfer status in future school years. If a student does not enroll or attend school within the first three days of school, the transfer agreement will be voided and the student will be required to reapply.

**Tardy Infractions:** The student will arrive at school and to classes on time. If a student accumulates excessive tardy infractions in any one semester, the student may be denied transfer status in a future school year. More than 4 tardy infractions in a semester may be considered as excessive. When a student accumulates 2 tardy infractions in any semester, the Principal may hold a student and parent conference. The Superintendent may determine that the student will be ineligible to transfer in a future school year based on any number of tardy infractions.

**Pick-Up:** The student must be picked up by the specific time the District has designated at the particular campus. The District can change this pick up time at any point during the school year, but any change in time will be provided in writing to all District families. A repeated failure to pick up the student in a timely manner may result in the student being denied transfer status in future school years. The parent may be charged the amount needed to compensate the staff member for overtime incurred. The Superintendent shall make this decision.

### **STUDENT CONDUCT**

The student must maintain acceptable levels of attendance and compliance with District rules and regulations, including the Student Code of Conduct, throughout the entire school year. Disciplinary infractions that may result in revocation of the transfer and this agreement include any conduct by the student that would disrupt the educational processes of the District or hinder the learning of other students. Any disciplinary infraction that either results in a discretionary or mandatory assignment to the District's Disciplinary Alternative Education Program (DAEP), expulsion, or that constitutes "serious" misconduct under the District's Code of Student Conduct will result in immediate revocation of this Agreement. All transfer students in 7<sup>th</sup> through 12<sup>th</sup> grade will have mandatory drug testing at the beginning of the year and will be in the random draw throughout the year. A negative result on a drug test that is not attributed to medical reasons, will result in immediate revocation of transfer status. In addition, as set out in Board Policy FDA (LOCAL), if a student's parent or guardian receives a notice or warning of possible future denial of a transfer request, the parent or guardian shall be required to withdraw the student from the District if immediate steps are not taken to correct or improve the reason(s) for possible future denial set out in the notice or warning.

### **ACADEMIC PROGRESS**

The student shall maintain satisfactory progress in all core courses taken. If the student's semester average is less than 80 in any of the core subject areas of English, Math, Science, or Social Studies, the student may be placed on academic probation for the next semester. If any of the student's averages are below 80

in any core subject at the end of the probationary period, the student may be denied transfer status in the following school year. For students in secondary Advanced Academics courses, a semester average of 75 or higher before adjusted course points will be required. In addition, the student also must pass the appropriate grade level or course state assessments and attain a score of “MEETS GRADE LEVEL” or a Progress Measure for each State assessment taken. All transfer students are expected to show progress toward college and career readiness. Students in the 9<sup>th</sup> through 12<sup>th</sup> grade are expected to complete at least 3 college hours, complete one or more AP classes, and progress toward the highest graduation plan. All students are expected to participate in at least one extracurricular activity.

### **PARENT/GUARDIAN SUPPORT**

Parent/guardian shall attend all scheduled and requested parent conferences and be readily accessible and responsive to efforts made by District staff to contact parent/guardian by either phone, digital message (SMS, internet or app-based messaging platforms), or email. It is the responsibility of the parent/guardian to update contact information with the District accordingly. 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. The student and parent/guardian shall support the mission, goals, and purposes of Poth ISD as well as abide by all established policies, administrative rules, regulations, and guidelines governing the academic programs of Poth ISD and its respective campuses. 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. The students and parents are also required to attend orientation before the beginning of the school year. 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.

### **NOTIFICATION OF REVOCATION OF TRANSFER**

If the transfer student is revoked or the student is declared ineligible for a transfer in a future school year, for any reason, the student and the student’s parent/guardian shall be notified in writing of the date of and reason(s) for revocation of transfer or the declaration of ineligibility for a transfer in a future school year. Social media used by the students or parents that creates defamation or a hardship or defamation of the District’s name will be reviewed and allowed for transfer revocation.

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

Knowingly presenting false information on the transfer application and requested documentation shall result in automatic denial of the transfer approval. If false information is knowingly provided by the student or the persons representing the student, during the school year, the transfer student is immediately, automatically, and permanently revoked. The student’s resident district shall be notified in writing and charges may be filed with proper authorities. In addition to the transfer being revoked, the parent may be, under the provisions of Texas Education Code (TEC) 20.002(d), liable for payment of tuition and fines.

Texas Education Code (TEC) 20.002(d): Presenting false documents or false record is a Class A misdemeanor offense under Section 37.10 of the Texas Penal Code. According to the provisions of TEC 25.001(h), a person who knowingly falsifies information on a form required for enrollment of a student in a school district is liable to the district but is enrolled based on the information. The person is liable, for a period enrolled, for the greater of:

1. The maximum tuition fee the district may charge under TEC 25.038; or
2. The amount the district has budgeted for each student as maintenance and operating expenses.

## TUITION

If tuition is to be charged, the tuition amount will be set using guidelines and recommendations from the Texas Education Agency. Notification of tuition payments will be sent to all non-resident transfer students at that time. All tuition payments would 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. At the time of signature of this agreement, the Poth Independent School District charges tuition to non-resident transfer students at the rate(s) below:

1. First Child of the Family: \$1,500 per year
2. Each Additional Child of the Same Family: \$500 per year

All tuition payments must be made in person at the Poth ISD Administration Office located at 510 Titcomb St., Poth, TX, 78147 or through the district's online payment collection platform, Cheddar Up. The link will be provided to parents upon initial invoicing in August.

Poth ISD will accept tuition payments annually or per semester. If paying annually, the payment is due by September 1 of the current school year. If paying per semester, the two payments are due September 1 and December 1 of the current school year. If the parent/guardian fails to make a tuition payment by the deadline, they will receive a letter from the District notifying them of a 10 day grace period to submit payment, after which, the non-resident transfer student may be removed from the District.

### Exceptions

1. Poth ISD Full-Time Employees: A non-resident transfer student of a Poth ISD employee will not be charged the tuition stated above. The transfer will still need to meet all criteria for acceptance and will be held to the same standards as all other transfer students; however, the tuition fee will be waived.
2. Poth ISD Substitute or Part-Time Employees: A non-resident transfer student of a Poth ISD substitute or part-time employee will be required to pay the tuition as stated above. However, if the employee works a minimum of 20% of the instructional school days for that year, the tuition payment will be refunded to the employee. For the **2025-2026** school year, there are 169 school days in the instructional year. Therefore, the substitute or part-time employee must work at least **34 days** during that year in order to receive a refund of the tuition payment. ( $169 \times 0.20 = 33.8$ )
3. Taxpayer to Poth ISD: If the parent/guardian of a non-resident transfer student pays annual property taxes to Poth ISD, that amount will be deducted from the tuition charge for the family.
  - Example #1: If the parent/guardian pays \$1,100 in Poth ISD taxes for that year and has one transfer student in the district, the tuition due will be \$400.00 for the school year.  
( $\$1,500 - \$1,100 = \$400.00$ )
  - Example #2: If the parent/guardian pays \$3,000 in Poth ISD taxes for that year and has two transfer students in the district, the tuition due will be \$0.00 for the school year.  
( $\$2,000 - \$3,000 = (\$1,000)$  thus \$0.00 are due)
4. Nonresident Student in a Grandparent's after school care: A non-resident transfer student claiming tuition exemption through the district's Board Policy FD will not be charged the tuition stated above. The transfer will still need to meet all criteria for acceptance and will be held to the same standards as all other transfer students; however, the tuition fee will be waived if the student meets the criteria for exemption under the Grandparent Clause.

In the event that a non-resident transfer student is removed from the District at any point during the year, the tuition paid for that student for the school year will be prorated based on the number of instructional days attended before their removal and a refund check from the District will be issued back to the parent/guardian within 30 days.

**STUDENT/PARENT RIGHT TO APPEAL**

The parent/guardian of a transfer student will receive notice when the student is ineligible to transfer for a future school year under the terms set out in this Agreement, or of a revocation of this Agreement. The student and parent/guardian have the right to appeal the decision made concerning student transfer status, in accordance with Board Policies FNG (LEGAL) and (LOCAL).

**TERM OF AGREEMENT**

This Agreement shall be in effect during the **2025-2026** school year and shall become a part of the student's permanent record. Revisions to this Agreement shall be distributed to the transfer student and parent/guardian and shall be attached to and become part of the original agreement and any new terms shall be effective upon receipt of the revisions unless noted otherwise in the revision. The student and the student's parent/guardian shall sign a new agreement at the beginning of any new school year. No transfer status shall be granted until the Superintendent's signature appears in this Agreement.

**NOTICE TO PARENT/GUARDIAN**

By signing the Non-Resident Transfer Student Agreement, the Parent/Guardian understands and accepts the conditions of this Non-Resident Transfer Student Agreement.

**Parent/Guardian Name (Printed)** \_\_\_\_\_

**Signature of Parent/Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**Student Name (Printed)** \_\_\_\_\_

**Signature of Student (Grades 6-12)** \_\_\_\_\_ **Date** \_\_\_\_\_

**APPROVED AND ACCEPTED**

\_\_\_\_\_  
Dr. Albert Byrom, Superintendent  
Pooh Independent School District

Date \_\_\_\_\_