

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_        §

**Non-Resident Transfer Agreement**  
(For Parent)

This is an agreement concerning the transfer of \_\_\_\_\_ (“Student”), a non-resident student, into the DEVINE INDEPENDENT SCHOOL DISTRICT. The agreement is entered by \_\_\_\_\_ (“Parent”), on behalf of the Student, and the DEVINE INDEPENDENT SCHOOL DISTRICT.

**Recitals and definitions:**

1.1 Neither Parent nor Student is a resident of DEVINE INDEPENDENT SCHOOL DISTRICT. Student desires to enroll as a student in the DEVINE INDEPENDENT SCHOOL DISTRICT. Parent is willing to pay the tuition set by DEVINE INDEPENDENT SCHOOL DISTRICT in order for Student to attend school in the District.

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” 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, or any disciplinary infraction by the Student which under this agreement permits revocation.

1.4 Transfer criteria. Transfer applications are considered on an individual basis without regard to sex, race, ethnicity, national origin, religion, disability or ancestral language. In making transfer decisions, the Superintendent, as the Board’s designee, may consider grades, achievement test scores, attendance, disciplinary history, class sizes, available resources, and any potential adverse effect on resident students.

1.5 The Parent’s signature constitutes an application for transfer of the Student. No transfer is granted until the Superintendent’s signature appears on this document.

**Mutual Promises:**

2.1 No property interest created: Parent and Student acknowledge that because the Student is not a resident of DEVINE INDEPENDENT

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.

2.3 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.

2.4 Tuition amount and payment: The total amount of tuition for this Student for the 2023-2024 school year is □ \$1,000 □\$250. Full payment of this amount must be paid at the time the "Application for Transfer" is submitted. **The application and full payment are due on or before August 1, 2023.** If the application for transfer is rejected, this money will be reimbursed to the Student within thirty (30) school business days of the date the application is rejected by the District.

2.5 Duration of the agreement: Unless canceled or revoked by its terms, this agreement applies to the 2023-2024 academic year, and will expire on the last day of that year. This agreement creates no property interest in or right to attend school in the DEVINE INDEPENDENT SCHOOL DISTRICT beyond the date of its expiration, cancellation, or revocation. A new application must be submitted and approved each school year.

2.6 Parent's right to cancel: The parent may cancel this agreement by giving thirty (30) days written notice to the Superintendent or by becoming

a resident of DEVINE INDEPENDENT SCHOOL DISTRICT. In case of cancellation, the District will refund a pro-rata share of any pre-paid tuition.

**2.7 Revocation for nonpayment of tuition: This Agreement is revoked if the tuition set forth above is not paid in full as required by Section 2.4 above.**

2.8 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 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 such supersession, the District will refund a pro-rata share of any pre-paid tuition.

2.9 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 subject to the limitations provided in this agreement.

2.10 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 Student Code of Conduct shall result in revocation of this agreement. At the Superintendent's discretion, in consultation with the campus Principal, any conduct by the Student that could result in a discretionary DAEP removal may result in revocation of this agreement.

2.11 Additional Conditions: This section supplements and does not limit the agreements in the section entitled "Disciplinary infractions." Since an inter-district transfer is a privilege rather than a right, the continued education of the non-resident Student is subject to these conditions and may be revoked upon any of the following occurrences as determined by the Superintendent:

- a. The Student's attendance falls below ninety (90) percent in any semester, or the Student is habitually truant.
- b. The Student earns repeated failing grades in any class.
- c. The Student has engaged in repeated minor violations of the Student Code of Conduct.
- d. The Student has engaged in any gang-related activity.
- e. The Student has engaged in repeated behavior that hinders the learning of other students.
- f. The Student has engaged in conduct that is disruptive to the

educational process of the District.

Should any of these behaviors occur, the campus Principal will consider the circumstances of the behavior and make a recommendation to the Superintendent concerning the status of the transfer. If the transfer is revoked, the District will notify the Parent and the Student's district of residence.

A decision to revoke the Student's transfer may be appealed in accordance with policy FNG (LOCAL). Pending the appeal, the Student will not be permitted to attend school at the District.

2.12 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.

2.13 The Student Code of Conduct is incorporated 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.

The Parent understands and accepts the conditions of this agreement.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

The Student understands and accepts the conditions of this agreement.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
SUPERINTENDENT  
DEVINE INDEPENDENT  
SCHOOL DISTRICT

\_\_\_\_\_  
Date