



Gregory-Portland Independent School District

Office of the Superintendent
Dr. Paul Clore, Superintendent of Schools
Cindy Hartley, Administrative Assistant
Office: (361) 777-1091 ext. 1018
Fax: (361) 777-1094

March 2018

Dear Parent/Guardian:

Applications for out-of-district transfers are accepted and considered on a case-by-case basis. Each application requires final approval by the Superintendent and the Texas Education Agency.

DO NOT WITHDRAW YOUR STUDENT FROM HIS/HER CURRENT SCHOOL DISTRICT UNTIL THE APPROVAL PROCESS IS COMPLETE. THIS PROCESS TAKES 7-10 BUSINESS DAYS.

Tuition is reviewed and set by the Board of Trustees annually. Currently, the Board of Trustees maintains a \$0 tuition rate for the 2018-2019 school year.

The following items must accompany the ORIGINAL admission agreement/application and be returned to the Assistant's Superintendent's Office, attention Cindy Hartley. Scanned, faxed OR duplexed copies will not be considered. Applications submitted without copies of the items listed below will not be accepted.

- (1) transcripts and/or latest report card (17-18 final report needed for 18-19 year)**
- (2) test scores, i.e. achievement tests, TAKS, STAAR, etc., (most recent)**
- (3) attendance record (current and previous year if less than one month at current district)**
- (4) immunization record (current)**
- (5) discipline record (current and previous year if less than one month at current district)**
- (6) Home Language Survey (the original completed upon entering school for the first time).**

If you do not have printing capabilities, **NEW** Student Transfer Application packets are available at Central Office, 608 College Street, Portland, Texas, in the reception area.

Please be advised that GPISD 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; or (3) to participate in UIL varsity athletic or academic extracurricular activities.

GPISD will not provide transportation to and from the district of residence. In addition, the district will assign all elementary students to a campus according to space availability for that grade level on each campus. This campus assignment is subject to change each year in grades PK-5. In addition to the above criteria, the number of transfer students accepted will be determined by space availability.

Also be advised that the Superintendent may revoke 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, or failure to maintain a 94 percent attendance rate as calculated at the end of the school year.

Sincerely,

Paul Clore, Ph.D.
Superintendent

Date rec'd:

GREGORY-PORTLAND ISD
Texas Education Agency
Division of Equal Education Opportunity

CALLED / EMAILED PARENT:

_____ AM/PM

EMAILED CAMPUS:

_____ AM/PM

Application for Transfer
2018-2019

Authority for Data Collection: Texas Education Code 21.061: Civil Action 5282, Section A

Planned Use of Data: to compare the report required by Federal Court Order Civil Action 5281.

Instructions: This form must be used for all student transfers, within the State of Texas, including hardship. The Superintendent of the receiving district must circle approved or disapproved and sign the transfer form. For further information, contact the Division of Equal Education Opportunity at (512) 463-9671.

| Student's Name | Student's Birthdate MM/DD/YY | Student's Social Security number | Ethnicity | Student's Home District | Current District ID (office use only) | Grade 18-19 year | Assigned Campus (office use only) |
|----------------|---------------------------------|----------------------------------|-----------|-------------------------|--|------------------|--------------------------------------|
| | | | | | | | |

District Use Codes: _____

THIS SECTION MUST BE COMPLETED BY PARENT/GUARDIAN:

I am hereby advised that the Superintendent may revoke 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 94 percent attendance rate as calculated at the end of the school year, failure of a course, failure of a State test and/or requiring additional staff to ensure academic success. I have been informed of the receiving district's policy concerning tuition charges, if any, for a transferred student whose grade is taught in the student's district of residence; and I accept responsibility for the payment of tuition, if applicable.

Parent/Guardian Signature _____

Home Phone: _____

Parent/Guardian Name (print) _____

Alt Phone: _____

Address: _____

Mailing Address: _____

Email Address: _____

Is the parent/guardian an employee of Gregory-Portland ISD? Yes _____ No _____

This section must be completed by the receiving District Superintendent:

The above transfer(s) was approved _____ disapproved _____ .

| Typed Name of Receiving District Superintendent | Date | Telephone | Superintendent Signature |
|---|------|----------------------------------|--------------------------|
| Paul Clore, Ph.D. | | (361) 777-1091, ext. 1018 | |

**NON-RESIDENT TRANSFER AGREEMENT
2018-2019**

This is an agreement concerning the transfer of _____ (“**Student**”), a nonresident student, into the Gregory-Portland Independent School District (“**District**”). The agreement is entered into by _____ (“**Parent**”), on behalf of the student and Dr. Paul Clore, 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 Gregory-Portland Independent School District. Student desires to enroll in the District. Parent agrees to pay the tuition, if applicable, set by the District in order for Student to attend school 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 characteristic. In making transfer decisions, the Superintendent may consider Student’s attendance, academic history, including but not limited to performance on State assessments, and disciplinary history, as well as District’s class sizes, available resources, and any potential effect on resident students. The District will accept nonresident transfers that meet the criteria of Civil Order 5281 (concerning impact of transfers on percentage of minority students). The student must have no more than 11 absences during the previous year. Transfers may be denied if approval of the transfer would cause the student/teacher ratios in grades K-6 to exceed 22:1. 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 **UIL.** 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 will be placed in the District’s program for gifted and talented students.
- 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 May 1st, 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 District will not provide transportation to and from the district of residence.
- 1.9 **Elementary Campus Assigned.** The District will assign all elementary transfer students to a campus according to space availability on each campus. This campus assignment is subject to change each year in grades PK-5.
- 1.10 **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; or (3) To participate in UIL varsity athletic or academic extracurricular activities.

Mutual Promises

- 2.1 **Term of Agreement.** This transfer Agreement shall expire on the last instructional day of the 2018-2019 school year unless otherwise canceled or revoked 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.
- 2.2 **Tuition.** The annual tuition amount to be paid by the Parent is \$0.00.
- 2.3 **Parent's right to cancel.** The parent may cancel this agreement by giving 30 days written notice to the Superintendent or by becoming a resident of the District. In case of cancellation, the District will not refund any pre-paid tuition.
- 2.4 **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. The District may revoke this agreement if any of its terms become unlawful by act of the Texas Legislature. In the event that this agreement is superseded by law, the District will refund a pro-rata share of any pre-paid tuition.
- 2.5 **Rights and duties.** Except as provided by this agreement, the non-resident Parent and Student possesses 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, procedures, 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 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 AEP removal may result in revocation of this agreement.

2.8 **Revocation.** The District may revoke this agreement for any lawful reason and provide reasonable notification to 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 revocation including but not limited to:

- a. The student's attendance has fallen below 94% in any semester.
(example: no more than 11 days absent for 176 days)
- b. The student has earned 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 repeatedly in 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.
- g. The student engaged in conduct resulting in mandatory expulsion.
- h. The student's vaccination record becomes out of compliance with state law.
- i. The student's tardies exceed eight for the year.
- j. The student has failed one or more State assessments.
- k. The student owes money for any item such as textbooks, breakfasts or lunches, extra-curricular activities, library books, etc.
- l. Other reasons deemed appropriate by the Superintendent.

Upon the occurrence of any of the listed circumstances, the Superintendent shall, before making a decision, receive the recommendation of the campus Principal concerning the status of the transfer. If the transfer is revoked, the District will notify the Parent and the Student's school district of residence.

2.9 **Revocation Appeal.** If Parent or Student disagrees with the initial decision of the Superintendent, an appeal before the Superintendent may be requested in writing and delivered to the Superintendent, who will schedule a hearing within 10 days. If Parent or Student disagrees with the final decision of the Superintendent, an appeal before the Board may be requested in writing and delivered to the Superintendent, who will schedule a hearing within 10 days. Except in cases in which the Principal has ordered expulsion or any discipline-related removal of the Student, the Student will be allowed to remain as a District student until the Superintendent or Board has rendered a decision.

2.10 **Re-enrollment.** 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.

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

FIRST TIME TRANSFER APPLICATIONS ONLY SHOULD COMPLETE ATTACHMENT A: The Parent affirms that the responses provided on Attachment "A" of this application are correct.

*****ATTACHMENT "A" is NOT included in RENEWAL PACKETS*****

Signature of Parent/Legal Guardian

Date

**Attachment "A": Questionnaire
Application for Student Transfer
Gregory-Portland ISD**

| | |
|----------------------------------|--|
| Name of Student | |
| Grade Level for 2018-2019 | |
| Student's Date of Birth | |
| Date of Application | |

| | |
|--------------------------------|--|
| Name of Parent/Guardian | |
| Address | |
| | |
| Phone Number | |

PLEASE ANSWER THE QUESTIONS BELOW IN THE RIGHT COLUMN.
THANK YOU.

| | | |
|-----|---|---|
| 1a. | Is the Student currently enrolled in a school (including public school; private, parochial or home school; charter school; or academy)? | (circle one) YES NO |
| 1b | Provide the name and address of the school district <u>and</u> school campus in which student is / was currently enrolled or has most recently been enrolled. | |

| | | |
|---|---|--|
| 2 | Through which grade (PK – 12) has the student successfully completed his/her education? | |
|---|---|--|

| | | |
|----|---|---|
| 3a | 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, charter school, private or parochial school or academy? | (circle one) YES NO |
|----|---|---|

| | | |
|----|--|--|
| 3b | If yes, specify school (if other than listed at 1b above). | |
| 3c | If yes, specify reason for removal to AEP. | |
| 3d | If yes, specify type and duration of removal. | |
| 3e | If yes, has the student completed his/her term at the AEP? | |

| | | |
|----|--|---|
| 4a | Is the student on probation or other conditional release for engaging in delinquent conduct or conduct in need of supervision? | (circle one) YES NO |
| 4b | If yes, explain conduct. | |

| | | |
|----|--|---|
| 5a | Is the student on probation or other conditional release for conviction of a criminal offense? | (circle one) YES NO |
| 5b | If yes, list the offense. | |

| | | |
|----|--|---|
| 6a | Has any official, administrator, or director of the School from which the student is transferring communicated to you that the student would NOT be permitted to return to the school the following academic year for any reason now or in the future? | (circle one) YES NO |
| 6b | If yes, for what reason? | |

| | | |
|----|--|---|
| 7a | Does the student have current vaccinations as required by the State of Texas? (see policy FFAB for requirements) | (circle one) YES NO |
| 7b | If yes, please submit a copy of the vaccination record(s) within 30 days of your application. | |

| | | |
|----|--|---|
| 8a | Does your child receive any services or assistance from school personnel other than his/her classroom teacher? | (circle one) YES NO |
| 8b | If so, please explain. | |
| 8c | Is your child in any of the following services: Special Education, Gifted & Talented, English as a Second Language (ESL)/Bilingual, 504, dyslexia, etc...? | (circle one) YES NO |
| 8d | If so, please list program(s). | |

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 great of these amounts: the maximum tuition permitted by law or 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 revocation of this transfer agreement.

SIGNED: _____
Parent/Legal Guardian

DATE: _____