

WELLS ISD #037-909
APPLICATION FOR TRANSFER
FOR YEAR 2021-2022

General Information

PLEASE PRINT

STUDENT'S COMPLETE NAME

LAST _____ FIRST _____ MIDDLE _____

SOCIAL SECURITY # _____

DATE OF BIRTH _____

SEX _____

ETHNICITY _____

DISTRICT WHERE STUDENT RESIDES _____

DISTRICT STUDENT ATTENDED LAST YEAR _____

Which grade (PK-12) has the Student successfully completed his/her education? _____

Has the student engaged in conduct or misbehavior with the preceding year that has resulted in removal to an alternative education program (AEP), a disciplinary assignment outside the regular classroom, suspensions or expulsion from any school district, charter school, private or parochial school or academy?

YES/NO

If yes, please specify school and disciplinary placement.

Reason for removal: _____

Duration of removal: _____

Is the student on probation, conditional release, or informal adjudication from a juvenile court for engaging in delinquent conduct or conduct in need of supervision? YES/NO

Is the student on probation or other conditional release for conviction of a criminal offense?
YES/NO

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? YES/NO

If yes, what reason was given? _____

Are state required vaccinations of the student complete and current? YES/NO

If yes, please submit a copy of the vaccination records within 30 days of your application.

Affirmation:

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 or the cost per student budgeted by the District for maintenance and operating expenses.

SIGNED (PARENT OR LEGAL GUARDIAN)

DATE

THIS SECTION MUST BE COMPLETED BY A PARENT OR GUARDIAN:

PLEASE PRINT

PARENT OR GUARDIAN: _____

ADDRESS: _____

PHONE: _____ CELL: _____

SIGNATURE OF PARENT OR GUARDIAN: _____

TRANSFER APPLICATION AND NOTICE

The Board reserves the right to accept or reject any nonresident transfer student for admission to District schools. A student wishing to transfer into the District shall file an application for transfer with the Superintendent or designee. A child of a nonresident full-time District employee shall be eligible to attend District schools under the same conditions as a resident student.

In determining whether a student shall be permitted to enroll in District schools, the Board shall consider the following factors:

1. The grade level of the student seeking admission and the effect of additional students at the grade level on class size, staffing, and facilities.
2. The disciplinary and criminal record of the student seeking admission.
3. The attendance record of the student seeking admission.
4. The academic record of the student seeking admission.
5. Any additional factor not prohibited by law as deemed relevant by the Board.

No student shall be allowed to transfer into the District if he or she has incurred a disciplinary alternative education placement (DAEP) or has been suspended or expelled for one or more days during the most recent school year. Recurring or persistent disciplinary problems may be sufficient reason for rejection of a transfer request. A student shall not be allowed to transfer into the District if his or her attendance records for the most current school year indicate less than 90 percent attendance.

General Information:

1. The Superintendent based upon the transfer committee's recommendation must approve all transfers.
2. Transfer students must take all state assessments as required by the State of Texas.
3. Transfer may be revoked by the Superintendent's Office at any time for good cause.
4. Transfers will be accepted in Pre-K, however, being a federally funded program, these transfers are handled through the Headstart Program.
5. WISD will transfer students to maintain a LOW teacher pupil ratio.
6. The parent for out of district transfers must provide transportation.
7. Special needs students are required to have a planning meeting prior to transfer.
8. Transfers will be accepted in grades K-12.
9. Transfers will be subject to random drug testing as per Wells ISD Board Policy.

WISD Admission Procedures:

1. Children of employees will be considered first.
2. Students who have siblings which currently attend WISD will be the second group of students to be considered.
3. Students from another school district will be the third group of students to be considered.

WELLS I.S.D. NON-RESIDENT TRANSFER AGREEMENT

This is an agreement concerning the transfer of _____ (Student), a nonresident, into the Wells Independent School District (WISD or "the District"). The agreement is entered by _____ (Parent), on behalf of the student, and the Wells ISD Superintendent, on behalf of the District. The agreement is effective only after being signed by the parent, and the Superintendent of the District.

Recitals

- I. **Nonresident status.** Neither Parent nor Student is a resident of WISD. Student desires to enroll in WISD.
- II. **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.
- III. **Transfer criteria.** Transfer applications are considered on an individual basis without regard to sex, race, national origin, color, religion, disability, or ancestral language. In making decisions, the Superintendent may consider Student's attendance and disciplinary history, as well as the District's class sizes, available resources, and any potential effect on resident students.
- IV. **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.
- V. **GT program.** Parent acknowledges that WISD policy EHBB (LOCAL) makes placement of a transfer student in the District's gifted and talented program for only one (1) year. Re-evaluation using Wells ISD identification of GT students will be conducted after the initial year of enrollment.
- VI. **Consent to release of records.** The Parent's signature below constitutes a consent by the parent for WISD officials to obtain and review, for the purpose of the application for transfer, copies of the Student's records maintained by any school district in which the Student has been enrolled, including the district in which the student is currently enrolled, if any.

Mutual Promises:

1. **No property interest.** Parent and Student acknowledge that because the Student is not a resident of WISD, any right of the Student to become or remain enrolled or to receive any educational services is based on this agreement and not on residence, state eligibility criteria, or entitlement provided by law. This agreement does not create any property interest in favor of the Student to become or remain enrolled in the WISD.
2. **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 WISD. In case of cancellation, the District will not refund any pre-paid tuition or fees.
3. **Revocation.** The District may immediately 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 for which this agreement permits revocation.

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 Civic 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.
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.
6. **Student behavior.** Students who transfer into the District must follow all rules and regulations of the District, including those for student conduct and attendance. Failure to fulfill these responsibilities may result in revocation of the transfer agreement. Students and parents shall receive notice of this policy upon application for a transfer. 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 also result in revocation of this agreement.
7. **Additional conditions.** This section does not limit the provisions in this agreement concerning disciplinary infractions. Because an inter-district transfer is a privilege rather than a right, the agreement may be revoked for any of the following reasons, without limitation any time during the school year:
 - a. The student has failed a random drug test.
 - b. The student's attendance has fallen below ninety five percent in any semester.
 - c. The student has earned repeated failing grades in any class.
 - d. The student attempts to "opt-out" of any required testing (State or Local)
 - e. The student has engaged in repeated minor violations of the Student Code of Conduct.
 - f. The student has engaged in any gang-related activity.
 - g. The student has engaged repeatedly in behavior that hinders the learning of other students.
 - h. The student has engaged in conduct that is disruptive to the educational process of the District.
 - i. The student's vaccination record becomes out of compliance with state law.
 - j. A District administrator determines that a false statement has been made in any part of this application.
 - k. The student has withdrawn from WISD for any period of time or has enrolled in another public or private school. 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. If Parent or Student disagrees with the decision of the Superintendent, an appeal before the Board may be requested in writing and delivered to the Superintendent, who will schedule a hearing at a regular meeting of the Board. 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 Board has rendered its decision.

8. **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.

9. **Duration of the agreement.** Unless canceled or revoked by its terms, the agreement applies for one academic school year, the year of 2021-2022.

I have read the Wells ISD policies for student transfers and agree to abide by said policies in order to transfer my child/children to Wells ISD for the 2021-2022 school year.

_____ Signature of Parent/Guardian	_____ Date
_____ Printed Name of Parent/Guardian	() _____ Phone Number
_____ Signature of Student	_____ Grade
_____ Signature of Superintendent	_____ Date

Return this agreement and application for transfer to the Superintendent's office.