

**SIERRA GRANDE SCHOOL DISTRICT R-30  
NON-RESIDENT ENROLLMENT AGREEMENT  
AND ANNUAL APPLICATION**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Sierra Grande School District R-30, 17523 Hwy. 160, Blanca, Colorado 81123, (719) 379-3259 ("School District"), and \_\_\_\_\_

Parent/Guardian Name

of \_\_\_\_\_

Mailing Address

City

Zip Code

Phone Number

Colorado ["Parent(s)/ Guardian(s)"], individually and on behalf of \_\_\_\_\_

Student's Name and Grade

\_\_\_\_\_ of the same address ("Student"). By signing this Agreement, the Parent(s)/Guardian(s) and Student hereby apply for admission to the School District for the \_\_\_\_\_ School Year only.

**Background.** The Parent(s) / Guardian(s) and the Student are non-residents of the School District as defined by applicable provisions of the Colorado Revised Statutes. The School District has authority to enroll the Student in its District on such terms and conditions as it may establish in accordance with the Public Schools of Choice Law and School District policy. The Parent(s) /Guardian(s) and the Student acknowledge such authority and understand that while they have the right to a free public education within the school district of their residence, they nevertheless desire to enroll in the Sierra Grande School District pursuant to the terms and conditions set forth herein. Students who are children/legal dependents of non-resident Sierra Grande School District teachers/employees shall be eligible for admission under the same rules/regulations/requirements as resident students.

Therefore, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows: -

1. **Annual Application for Enrollment.** The Parent(s) /Guardian(s) and Student understand and agree that final approval of their Annual Application for Enrollment and this Agreement shall be made by the Board of Education, following recommendations from the School District's administration. No student will be recommended for enrollment who has not demonstrated to the satisfaction of the administration that he or she has been and/or will be exemplary in behavior and attitude in school. This shall include, but shall not necessarily be limited to, demonstrating the following:
  - a. Regular and punctual attendance at school in assigned classes and full compliance at all times with the provisions of the Colorado School Attendance Law; Colorado Revised Statute 22-23-107 (3) (a); does not permit more than 4 unexcused absences in one month or more than 10 unexcused absences in one year. The School District will begin court proceedings when these levels are reached.

- b. Positive and cooperative behavior and attitude with peers, teachers, and administrators (no suspension for behavioral reasons);
  - c. Maintenance of standards for scholastic achievement as measured by class participation and grades commensurate with recognized ability; and
  - d. Unequivocal compliance at all times with policies, rules procedures and directives issued by the School District, its administrators, teachers, and staff.
2. **Documents and Records.** The Parent(s) / Guardian(s) and Student understand and agree that the recommendation of the School district administration may be based upon a review of educational and individual records from previous schools and other agencies, personal interviews, and contact with persons knowledgeable about the Student. The parent(s) / Guardian(s) and Student hereby grant to the School District and its officers and employees the authority and right to have full access to all such records and further authorize any person with information concerning the Student to release same to the School District.
3. **Priority for Non-Resident Enrollment.** All applications for non-resident enrollment shall be considered in the order in which they are submitted to the School District however, currently enrolled students in good standing shall have priority. The Parent(s) / Guardian(s) and Student understand, consent to, and accept the School District's policy of limiting the enrollment of non-resident students in a class for that year when the maximum number of students per grade designated by the School District is reached in the elementary school and the maximum number of students per grade designated by the School District is reached in the secondary school and when the number of Special Education students reaches the maximum number designated by the School District.
4. **Denial of Admission.** The Parent(s) / Guardian(s) and Student hereby acknowledge the School District's right to deny admission to the Student if information is received that, during the twelve months preceding receipt of this Application and Enrollment Agreement, the Student has been suspended or expelled from any other school district or has engaged in behavior in any other school district that is detrimental to the welfare or safety of other pupils or of school personnel.

In addition to any other reasons stated in this document, the School District may deny admission to enroll in particular programs or schools for the following reasons:

- a. There is a lack of space or teaching staff within a particular program or school requested.
- b. The school requested does not offer appropriate programs or is not structured or equipped with the necessary facilities to meet special needs of the pupil or does not offer a particular program requested.
- c. The pupil does not meet the established eligibility criteria for participation in a particular program, including age requirements, course prerequisites, and required levels of performance.
- d. The Student is in the process of being expelled, for the reasons specified in section 22-33-106(1)(c.5) or (l)(d), C.R.S. (1995), or the Student may be denied

permission to enroll pursuant to section 22-33-106(3)(a), (3)(b), (3)(e), or (3)(f), C.R.S. (1995).

5. **Curriculum.** The Parent(s)/Guardian(s) and the Student understand, consent, and agree that it is the sole prerogative of the School District as may be delegated to its administration, teachers, and staff, to determine, establish, review, and modify its curriculum, educational programs, delivery systems, policies, and procedures. All of such curricula, programs, systems, policies, and procedures are accepted as is, without objection. Except as may be provided by law for students with disabilities, in the event the Parent(s) / Guardian(s) and/or Student become dissatisfied with any aspect of the education being provided by the School District, they further understand and agree that their exclusive remedy is to withdraw the Student from enrollment.
6. **Date of Application** The Parent(s) / Guardian(s) and Student agree that to be considered for enrollment in the School District, the Application and Agreement must be received, accepted, and signed on or before the Colorado Department of Education Pupil Count Date of the applicable school year.
7. **District Obligations** Notwithstanding any other provisions of this Application and Agreement to the contrary, the School District shall not be required to do the following:
  - a. Make alterations in the structure of a requested school or to make alterations to the arrangement or function of rooms within a requested school;
  - b. Establish and offer any particular program in a school if such program is not currently offered in such school;
  - c. Alter or waive any established eligibility criteria for participation in a particular program, including age requirements, course prerequisites, and required levels of performance; or
  - d. Enroll any student pursuant to this section in any program or school after the Colorado Department of Education Pupil Count Date.
8. **Transportation.** Transportation of Out-of- District students; It shall be the responsibility of the parent(s) or guardian(s) of the admitted out-of-district student to provide transportation to and from the Sierra Grande School District for general attendance as well as for any and all activities. Should there be bus services provided to out-of-district students from the border of the adjacent school district the students with the longest history of continuous attendance at Sierra Grande School District will have priority should space on the bus be limited. Should the bus service be established in an area where there has been no service in the past out-of-district students shall be served on a first come first served basis should bus space be limited.

This application has been read and signed by the Parent(s) / Guardian(s) and Student this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. We understand that if accepted and enrollment is approved by the Board of Education, this will become a binding agreement. This agreement shall be terminated if the student does not comply with the conditions of this agreement, transfers to another school district, or at the end of the school year approved for.

\_\_\_\_\_  
Parent / Guardian

\_\_\_\_\_  
Student

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Title

Recommendation by Administration: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title

Approved / Rejected for enrollment by the Board of Education this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

SIERRA GRANDE SCHOOL DISTRICT R-30

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary