Agreement for Special Education Services

This agreement is entered into by the XXXX Unified School District ("District of Service") and the San Leandro Unified School District ("District of Residence") for the provision of special education services to students XXXX ("Student 1") and XXXX ("Student 2")(collectively "Students").

Whereas, Students reside in the District of Residence and are currently enrolled in, but not attending, the District of Residence; and

Whereas, Students desire to attend XXXX High School ("EHS") which is in the District of Service; and

Whereas, the District of Service has denied Students' requests for interdistrict transfer permits on the basis that Students do not meet the objective criteria for admittance as set forth in the Memorandum of Understanding for Interdistrict Attendance Permits entered into by the parties; and

Whereas, Students receive services in accordance with their Individual Education Plans ("IEP") and District of Residence seeks to contract with District of Service for the provision of special education services to Students; and

Whereas, the parties agree that Students may enroll with District of Service in order to best meet their educational and social needs, as set forth in their respective IEPs, and in accordance with the terms and conditions set forth below.

1. This Agreement shall be for the 2012-2013 and 2013-2014 school years only.

2. District of Service shall provide Students with services as set forth in their current IEPs. Student 1 shall be placed in the Counseling Enriched Classroom at EHS and Student 2 shall be placed in the Resource Services Program at EHS.

3. The Memorandum of Understanding for Interdistrict Service Permits shall have no application to this Agreement and students will not be deemed as interdistrict transfer students for purposes of Education Code section 46600.

4. Students shall abide by the following attendance and conduct standards while receiving services in the District of Service:
   - No more than 1 unexcused absence from school per school year for each school year this Agreement is in effect. For purposes of this Agreement, an unexcused absence shall be defined as either a whole day absence or one or more entire

Initials: ____

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academic period absences. Tardies and absences which are the result of Student 1's compliance with his Behavior Support Plan are excused.

- No more than 3 unexcused first period tardies or 4 tardies for any period per school year for each school year this Agreement is in effect.
- Maintain at least a 2.0 academic grade point average for each semester this Agreement is in effect.
- Adhere to board policy, administrative regulation, and school rules regarding student conduct for the duration of this Agreement. Conduct which would result in suspension or expulsion for a resident student will be deemed a violation of this Agreement.

5. Transportation of Students to and from XXX shall be the responsibility of Students' parent/guardian.

6. In the event Students fail to adhere to the attendance and conduct standards set forth above, District of Service shall notify Students and District of Residence of the non-compliance and the Student in non-compliance shall return to the District of Residence within 5 days of receiving notice.

7. In the event that the Counseling Enriched program fails to meet the educational, behavioral, and emotional needs of Student 1 as determined by the parent and/or the Individual Education Plan team, Student 1 shall return to the District of Residence for evaluation and appropriate placement notwithstanding his compliance with all other terms of this Agreement.

8. District of Residence agrees to pay all mental health costs for Student 1 as assessed by Alameda County Behavioral Health Services for so long as Student 1 remains enrolled in the District of Service pursuant to the terms of this Agreement.

For San Leandro Unified School District (District of Residence):

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Cindy M. Cathey, Superintendent Date

For XXXX Unified School District (District of Service):

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XXXXX Director of Special Education Services Date

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