Memorandum of Understanding for Interdistrict Attendance Permits

This agreement is made by and between the school districts of Alameda County, State of California for the 2016-2017 through the 2020-21 school years.

WHEREAS Alameda County school districts enroll a number of students residing within other Alameda County school districts' boundaries; and

WHEREAS each district has adopted policies and regulations with regard to acceptance, rejection and revocation of interdistrict attendance permits; and

WHEREAS Education Code 46600 et seq. provides that the governing boards of two or more school districts may enter into an agreement, for a term not to exceed five school years, for the interdistrict attendance of pupils who are residents of the districts,

THEREFORE, the parties agree as follows:

- Definitions
  - District of Residence: the district in which the student lives; also known as "resident district."
  - District of Attendance: the district in which the student attends school; also known as the "receiving district."
- Once a student in transitional kindergarten, kindergarten or any of grades 1 to 12, inclusive, is enrolled in a school, through the agreed interdistrict transfer process, the student shall not have to reapply for an interdistrict transfer, except that any student transitioning from elementary school to middle school and middle school to high school must apply for a new interdistrict attendance permit. A district may request a student to complete an annual "intent to return" form or other annual verification of interdistrict attendance that does not constitute a reapplication that can be denied. A School District of Residence or School District of Attendance shall not rescind existing interdistrict attendance permits for students entering grade 11 or 12 in the subsequent school year, except for revocation reasons stated below.
- A permit may be denied, revoked, or rescinded at any time by the District of Attendance for the following reasons:
  - Student is excessively tardy or absent from school, or is brought to school excessively early or left excessively late.
  - Student fails to uphold appropriate behavior standards.
  - Student fails to make appropriate academic efforts.
  - False or misleading information was provided.
  - Other conditions that occur that would render continuance unadvisable.
- Districts shall utilize the Interdistrict Attendance Application attached hereto.
- Each district shall operate in conformity with its individual district policies and/or regulations, which are attached hereto, and will continue to exercise its individual authority for acceptance, rejection or revocation of individual Interdistrict Attendance Permits as permitted by law.
- New applications for the following school year will not begin to be processed until March 1 of the current school year.
- At the beginning of each school year, but no later than September 10th, each District of Attendance will prepare a detailed report of students attending their schools and submit it to the District of Residence, pursuant to the terms of EC 46600 et. seq., and this agreement.
- The District of Attendance shall furnish the transferring students the same advantages, equipment, supplies and services as are furnished to other students in attendance in its schools. The District of Attendance shall not

provide transportation beyond its school attendance area. Upon request, a school district superintendent or designee may authorize transportation for interdistrict transfer students to and from designated bus stops within the attendance area if space is available.

If the student receives special education services, or has in the past been found eligible for special education services, it shall be indicated on the interdistrict transfer application. A copy of the student's most recent IEP detailing needed services must be included with supporting documents for the transfer application. The District of Attendance will determine if it has capacity to meet the student's special education needs with existing special education programs and support staff. If the District of Attendance has capacity to implement the student's Individualized Education Plan (IEP) the student will not be denied enrollment. The cost of the placement will be the responsibility of the District of Attendance unless costs are negotiated otherwise between the two districts, not including transportation, which shall be provided by the parent, unless otherwise required by law for certain special education students.

If a student's educational needs change during the term of the interdistrict transfer and the District of Attendance can no longer provide Free Appropriate Public Education (FAPE), the Special Education Director for the District of Attendance will contact the Special Education Director for the District of Residence to develop a contract between the two districts that determines how best to meet the student's educational needs, including the financial, program, and FAPE responsibility for the student.

If a student is referred for special education evaluation while under a previously approved interdistrict attendance permit, the District of Attendance is responsible for the "Child Find" and assessment of the student. The subsequent IEP meeting will include representatives from both districts, and the student's eligibility and the provision of services needed to provide the student with a FAPE shall be discussed. If the District of Attendance can meet the student's FAPE needs in its existing special education programs, and has capacity in an existing program at the student's grade level, the student will continue to attend school in the District of Attendance. If not, the District of Attendance will notify the Special Education Director of the District of Residence and schedule a meeting to discuss the student's transition back to the District of Residence for appropriate placement and termination of the interdistrict attendance permit to ensure the student receives a FAPE.

- ➢ Applicability of this agreement shall be limited to the grade levels mutually maintained by the parties.
- ➢ The District of Attendance shall claim the average daily attendance for state apportionment and revenue limit purposes. No financial obligation shall be incurred by the District of Residence for the services rendered under this agreement.
- ➢ This agreement shall supersede all prior interdistrict attendance agreements among the parties.
- ➢ Any party may terminate this agreement, effective the beginning of the next school year, by giving ninety (90) days' prior written notice to the other parties.

So agreed this _____day of _____, 2016

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the designee, clerk or secretary of their respective governing boards, on their behalf, the day and year first above written.

Alameda Unified School District _____

Albany Unified School District _____

Berkeley Unified School District _____

Castro Valley Unified School District _____

Dublin Unified School District _____

Emery Unified School District _____

Fremont Unified School District _____

Hayward Unified School District _____

Livermore Valley Jt. Unified School District_____

Mountain House School District _____

Newark Unified School District _____

New Haven Unified School District _____

Oakland Unified School District _____

Piedmont Unified School District _____

Pleasanton Unified School District _____

San Leandro Unified School District _____

San Lorenzo Unified School District _____

Sunol Glen School District _____