

## 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 2021-2022 through the 2026-2027 school years.

### RECITALS

**WHEREAS** Alameda County school districts enroll a number of students residing within other Alameda County school district 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.

**NOW, THEREFORE**, in consideration of the premises and the terms and conditions hereinafter set forth, the parties agree as follows:

#### Definitions

- District of Residence: the district in which the parent of a student lives; also known as “resident district.”
- District of Attendance: the district in which the student attends school; also known as the “receiving district.”

#### Terms and Conditions for Permitting or Denying a Transfer

Both the District of Attendance and the District of Residence may permit or deny an interdistrict transfer permit for a student under this Agreement based upon each district’s board policies, administrative regulations governing interdistrict transfers, and applicable law. However, a resident district shall not prohibit the transfer of a student who is a child of an active duty military parent if the District of Attendance approves the application for transfer. Similarly, a student who is a victim of bullying, as defined under Education Code Section 48900(r), may apply for an interdistrict transfer and the school District of Residence shall not prohibit the transfer, if an intradistrict transfer is not available, and the District of Attendance approves the application for transfer.

When 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 according to reasons stated in the District’s Board Policy and Administrative Regulations, including but not limited to 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 maintain passing grades and/or satisfactory academic progress as determined by the District of Attendance;
- If it is determined that false or misleading information was provided to support a transfer permit application; and
- Other conditions that occur that would render continuance unadvisable and/or unreasonable.

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 to transfer for the following school year will not 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. Upon the request of the parent or guardian, Districts of Attendance must provide transportation assistance to transferring students that are eligible for free or reduced-price meals. In addition, the District of Attendance may provide transportation assistance to any transfer student who is a victim of bullying or who is the child of an active military duty parent, provided these students are eligible for free or reduced-price meals.

### Special Education Students

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. The District of Attendance shall not be required to create for a student seeking interdistrict attendance a special education program not already in existence. Additionally, a nonresident student shall not displace a resident student from a special education program, or otherwise prevent or inhibit the participation of a resident student in the special education program. Considering the above, 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 the IEP team determines that the student's needs have changed, the District of Attendance will notify the Special Education Director of the District of Residence and schedule a meeting to discuss whether the District of Attendance has the means to provide the IEP services necessary for 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 ACOE and to the other parties.

So agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**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 \_\_\_\_\_

Attachments: Interdistrict attendance policies and regulations  
Interdistrict attendance application form