



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1d

Meeting Date: August 18, 2011

Subject: Approve Interdistrict Transfer & Attendance Application and Agreement and a proposed Memorandum of Understanding

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Accountability Office

Recommendation:

Approve Interdistrict Transfer and Attendance Application and Agreement, and a proposed Memorandum of Understanding

Background/Rationale:

Legislative amendments have changed the legal requirements governing approval, denial, and revocation of interdistrict transfer and attendance agreements. In light of these changes Sacramento County Office of Education staff has worked with representatives of several school districts in the county to develop an Interdistrict Transfer and Attendance Application and Agreement as well as a proposed Memorandum of Understanding (MOU) among school districts. The uniform application and agreement and MOU will be used by all of districts in the county and will help ensure that the interdistrict transfer process is handled in a consistent manner throughout the county.

Financial Considerations: None

Documents Attached:

1. Interdistrict Transfer Application
2. Interdistrict Attendance Memorandum of Understanding Among School Districts within Sacramento County

Estimated Time of Presentation: N/A

Submitted by: Mary C. Shelton, Chief Accountability Officer

Approved by: N/A

Sacramento Office of Education County

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David W. Gordon
Superintendent

July 29, 2011

BOARD OF EDUCATION

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Jonathan Raymond, Superintendent
Sacramento City Unified School District
Serna Center, 5735 47th Avenue
Sacramento, CA 95824

Re: Interdistrict Transfer and Attendance Application and Agreement

Dear Superintendent Raymond:

As you may know, legislative amendments have changed the legal requirements governing approval, denial, and revocation of interdistrict transfer and attendance agreements. In light of these changes, Sacramento County Office of Education staff has worked with representatives of several school districts in the county to develop an Interdistrict Transfer and Attendance Application and Agreement, a copy of which is enclosed. We also enclose a proposed Memorandum of Understanding (MOU) among school districts for your consideration.

If approved by you and your governing board, the uniform application and agreement and MOU will be used by all of our districts and will help ensure that the interdistrict transfer process is handled in a consistent manner throughout the county. We would appreciate it if you could notify us once your board has made a decision about these items. Time is of the essence so that school district staff can begin using and relying upon them for the upcoming year.

If you have any questions, please call me at (916) 228-2410.

Sincerely,



David W. Gordon
Sacramento County Superintendent of Schools

DWG/TS/mr

Enclosures

cc: School District Representatives



INTERDISTRICT ATTENDANCE MEMORANDUM OF UNDERSTANDING AMONG SCHOOL DISTRICTS WITHIN SACRAMENTO COUNTY

This Interdistrict Attendance Memorandum of Understanding (MOU) is entered into by and between Arcohe Union School District, Center Joint Unified School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, River Delta Unified School District, Robla School District, Sacramento City Unified School District, San Juan Unified School District, and Twin Rivers Unified School District; all of which are located within Sacramento County.

Pursuant to Education Code section 46600, the Governing Boards of each school district agree as follows:

1. Applicability of this MOU is limited to grade levels mutually maintained by the agreeing parties.
2. This MOU governs only the school districts listed above. It does not govern any agreements made between any of these school districts and a school district in another county.
3. Each of the school districts may accept, insofar as facilities permit, students who are residents of the other who have proper permits for attendance from the district of residence, who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to the district of attendance. Consideration and approval of an application for an interdistrict transfer attendance permit shall be at the discretion of the school districts of attendance and residence, in accordance with their respective policies and procedures.
4. Upon approval by both school districts, a student shall be issued an interdistrict attendance permit, which shall be valid for the term specified in the interdistrict transfer permit agreement (ITP Agreement) between the districts and parent/student. The parent/guardian of the student must reapply pursuant to the policies and procedures of the school district of attendance, and the standards set forth in the ITP Agreement.
5. Each school district shall furnish these students the same advantages, supplies, and regular instructional services as are furnished to the other students attending these classes, with the exception of home to school transportation. Transportation will not be provided for students attending either school district pursuant to this MOU.
6. Grounds for revocation of an interdistrict attendance permit are those outlined in the policies and regulations of the school district of attendance and the ITP

Agreement, and include, but are not limited to, failure to demonstrate acceptable academic performance, attendance and/or behavior.

7. The attendance of students from the school districts covered by this MOU shall be credited to the school district of attendance for apportionment purposes with the school district of attendance assuming all costs of education unless other agreements are jointly agreed upon.
8. No financial obligation shall be incurred by the district of residence for services rendered under this MOU.
9. Due to the individualized educational needs of students eligible to receive special education services, this MOU does not cover the attendance of students with special needs. This MOU does not preclude two districts from negotiating and implementing an interdistrict attendance agreement for a student with special needs, however, such agreement shall be specific to the student, not covered under this policy, and governed by all applicable state and federal laws.
10. This MOU shall begin July 1, 2011 and end June 30, 2016, and supersedes all previous Interdistrict Attendance Agreements or MOUs between these parties. Either party may terminate this MOU effective at the beginning of a school year by giving written notice to the other parties at least three (3) months prior to the beginning of the school year.

Arcohe Union School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Center Joint Unified School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Elk Grove Unified School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Elverta Joint School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Folsom Cordova Unified School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Galt Joint Union Elementary School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Galt Joint Union High School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Natomas Unified School District

Superintendent or Designee Date

Approved by Governing Board:

Date

River Delta Unified School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Robla School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Sacramento City Unified School District

Superintendent or Designee Date

Approved by Governing Board:

Date

San Juan Unified School District

Superintendent or Designee Date

Approved by Governing Board:

Date

Twin Rivers Unified School District

Superintendent or Designee Date

Approved by Governing Board:

Date

**SCHOOL DISTRICT
APPLICATION FOR INTERDISTRICT TRANSFER
FOR SCHOOL YEARS 20__ - 20__**

DRAFT

<input type="checkbox"/> New Application	<input type="checkbox"/> Renewal	<input type="checkbox"/> Romero Open Enrollment Request
(Please attach a copy of current report card, transcript, discipline, and attendance records.)		

Pupil's Name _____ Birthdate _____ Grade _____

Parent/Guardian's Name _____ Home Phone _____ Work Phone _____

Address (Street, City, State, Zip) _____

Last School Attended _____ District _____

School of Residence _____ District _____

Requested School _____ District _____

*API of School of Residence _____ ***to be completed for Romero Request only**

What is/are the reason(s) for the request? <i>(Check all that apply. Applicant must attach written documentation to justify the reason for the transfer request.)</i>			
<input type="checkbox"/> Child Care	<input type="checkbox"/> Parent Employment	<input type="checkbox"/> Sibling	<input type="checkbox"/> Health & Safety
<input type="checkbox"/> Continuing Enrollment	<input type="checkbox"/> Complete Final Two Years at Current School	<input type="checkbox"/> Program Outside of District Ordered Placement	<input type="checkbox"/> SARB/Probation/CPS
<input type="checkbox"/> Proposed Change in Residence	<input type="checkbox"/> Other (Specify in a letter)		

Is the student currently pending disciplinary action or under an expulsion order? Yes No

Is student a foster youth? Yes No

What special services has the student received? *(Check all that apply and attach proof of enrollment in the special program.)*

Gifted (GATE) Section 504 Special Education English Language Learner

If the student is receiving Special Education services, what services are they receiving? *(Please attach IEP.)*

Special Day (SDC) Resource (RSP) Non-Public School (NPS) Pending Assessment Services Designated Instructional Services

NOTE: PARTICIPATION IN SPORTS – If the pupil participates in any athletic program governed by the California Interscholastic Foundation (CIF), he/she may not be eligible to participate at the new school. Parent/guardian should check the CIF rules before submitting an application.

BY MY SIGNATURE BELOW, I certify that to the best of my knowledge the information provided in this application is true and correct.

Parent/Guardian Signature _____ Date _____

INTERDISTRICT ATTENDANCE PERMIT FOR SCHOOL YEARS 20__ - 20__

RESIDENT SCHOOL DISTRICT: GRANTED ____ DENIED ____ REQUESTED SCHOOL DISTRICT: GRANTED ____ DENIED ____

Reason(s) for denial: _____ Reason(s) for denial: _____

Authorized Signature (**Resident** School District) Date Authorized Signature (**Requested** School District) Date

SPECIAL EDUCATION ONLY:

Authorized Signature (**Resident** SELPA) Date Authorized Signature (**Requested** SELPA) Date

This application for an interdistrict transfer and attendance, and any interdistrict transfer permit (ITP) granted pursuant to same are governed by the terms of the interdistrict transfer and attendance agreement entered into between the student's district of residence and district, which the student has applied to attend, including but not limited to the terms upon which an ITP may be revoked. A copy of the terms of the governing interdistrict transfer and attendance agreement accompany this application and any resulting ITP, and are otherwise incorporated by reference.

INTERDISTRICT TRANSFER AND ATTENDANCE AGREEMENT (ITP AGREEMENT)

This Agreement is made between the Governing Boards of the resident and requested school district in accordance with the provisions of Education Code section 46600 et seq., and Education Code section 35160. The school districts and parent(s)/pupil are referred to in this Agreement individually as a "Party," and collectively as the "Parties." This Agreement applies only to these parties. If the pupil moves out of the district of residence into another district, the parent/pupil must reapply for a new interdistrict transfer permit (ITP).

TERMS OF AGREEMENT

The Parties agree as follows:

1. Effectiveness of Agreement. This Agreement shall become effective as soon as two (2) or more of the Governing Boards of the Parties have ratified the Agreement. This Agreement is effective only with regard to students enrolled in grade levels mutually maintained by the Parties.
2. Term of Agreement. Pursuant to Education Code section 46600, subdivision (a), the term of this Agreement shall be effective on July 1, 20____, and shall terminate automatically on June 30, 20____ [*insert ending school fiscal year; up to 5 years after July 1st*] or before the pupil transitions to a new school, whichever is earlier. The Agreement will govern interdistrict transfers of the Parties' students for the term of the Agreement.
3. Reapplication Requirements. A pupil with an ITP must reapply for a new ITP before being promoted to middle or high school or before transitioning from one school to another in the district. A pupil with an ITP to attend an alternative school in the district must reapply annually. In deciding whether to grant a subsequent ITP, in addition to the factors listed in sections 4 and 5, the district may require the pupil to have met the following standards for reapplication: a 95% attendance rate; a 2.0 GPA or satisfactory marks in K-6; and a satisfactory discipline record (including no discipline issues for which the ITP could be revoked under paragraph 10).
4. Terms and Conditions for Permitting a Transfer by the District of Attendance. The Superintendent or designee of the district of attendance may approve an ITP for a student under this Agreement based upon any of the following reasons:
 - Student is enrolled or accepted in a program not available in the district of residence;
 - To meet the student's special mental, physical, educational, health, or safety needs as certified by a physician, school psychologist or other appropriate school, medical, or law enforcement personnel;
 - When recommended by the School Attendance Review Board, county child welfare, probation or a social service agency in documented cases of serious home or community issues that make it inadvisable for the student to attend in the district of residence;
 - When a student has brothers or sisters concurrently attending the same requested school;
 - When parent(s)/guardian(s) provide sufficient written evidence, as required by the district that the family will be moving to a new district within 60 days and would like the student to start the year in the new district;
 - To allow a student to remain in their current school within two years of graduation or promotion from that school;
 - The pupil's desire to remain in his/her school of current attendance for the balance of the semester or school year despite his/her parent's or guardian's change of address;
 - To address the childcare needs of the student in grade K-8;
 - Parent/guardian employment outside of the district of residence;
 - To meet the conditions of the Open Enrollment Act SBX 54 (Romero).

When there are special circumstances for compelling educational or personal reasons beyond those stated above, the request will be referred to the Superintendent or Designee for a final decision;

5. Terms or Conditions for Denying a Transfer by the District of Attendance. The Superintendent or designee of the district of attendance may deny an ITP for a student under this Agreement based upon any of the following reasons:
 - If school facilities are overcrowded at the relevant grade level;
 - If district resources are limited; or
 - Any other consideration so long as it is not arbitrary.
6. Notice of Denial of Transfer. Written notice of the denial of an ITP shall be provided by the district denying the request. Written notice of the denial of an ITP shall, in all instances, advise the parent/guardian of the student whose ITP has been denied of all information required by Education Code section 46601.
7. District Appeal Process. A parent/pupil must exhaust all appeals within the district before he/she may appeal the denial of an interdistrict transfer to the County Board of Education. (EC 46601)
8. Transportation. Unless otherwise agreed to or provided for by law, a student attending a school other than his/her district of residence under this Agreement is not entitled to and shall not receive home to school transportation from either his/her district of residence or district of attendance.
9. Costs of Transfer Students. Unless otherwise specifically provided for by law, the costs associated with the education provided to and services rendered for transfer students under this Agreement shall not be the responsibility of the district of residence.
10. Terms for Revocation of an ITP. Except as otherwise limited herein, the Parties agree that an ITP may be revoked before the conclusion of the school year based upon the following grounds:
 - a. If a student does not maintain a 95% attendance rate and/or a SART or SARB has been held;
 - b. If a student does not maintain a 2.0 GPA in grades 7-10 or satisfactory marks in K-6;
 - c. If a student has any suspendable offenses and/or the pupil has a behavior support plan;
 - d. If a student is recommended for expulsion; or
 - e. If it is determined that information provided to support an ITP application is inaccurate, invalid, falsified, or no longer applies.

However, once an ITP has been approved, the Superintendent or designee of the district of attendance may not revoke a student's ITP during the effective period of the ITP because of overcrowded facilities.