

MEMORANDUM OF UNDERSTANDING FOR INTER-DISTRICT TRANSFERS

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" or "Agreement," is entered into by and between the CAYUCOS ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "CESD," the COAST UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CUSD," and the SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT, hereinafter referred to as "SLCUSD," acting by and through their respective Boards of Trustees.

RECITALS

WHEREAS, each of the school districts which are signatory to this MOU is funded largely through local property taxes as contrasted to funding through the State of California apportionment of equalization aid allocated on a per pupil or average daily attendance basis; and

WHEREAS, each district has parents of children who wish to attend school in one or both of the other participating districts; and

WHEREAS, the current funding formula for schools creates a disincentive for school districts to admit students who reside in other school districts because such districts do not receive additional funding for the education of such children; and

WHEREAS, the parties hereto desire to facilitate the inter-district attendance of children when such is desired by their parents.

NOW, THEREFORE, IT IS HEREBY AGREED, AS FOLLOWS:

AGREEMENT

1. **TERM OF AGREEMENT.** This Agreement shall become effective upon its approval by all three districts and shall be operative with respect to the 2018-2019 school year. It shall remain operative from year to year thereafter unless terminated as provided in Section 14 of this Agreement.

2. **PURPOSE.** It is the purpose of this Agreement to establish a uniform process for the processing of requests by students and parents for the inter-district attendance of pupils and the financing of educational and other services by the school district of attendance of such students. Specifically, this allows Coast Unified students, grades 6-8, to attend Cayucos or SLCUSD schools; allows Cayucos students, grades 6-8, to attend Coast or SLCUSD schools; and allows SLCUSD students, grades 6-8, to attend Cayucos or Coast schools. Additionally, this allows Coast Unified students, grades 9-12, who reside in Cayucos, to attend SLCUSD schools.

3. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the meanings set forth:

(a) **"BASE GRANT AMOUNT"** means that base amount of per-pupil funding established in the annual State Budget Act as part of the Local Control Funding Formula and published annually by the State Fiscal Crisis and Management Assistance Team (FCMAT). In the event the Local Control Funding Formula is amended or no longer provides for a "Base Grant Amount," the term will mean the unrestricted state apportionment per pupil in average daily attendance prior to any additional categorical aid funds based on characteristics of individual pupils such as, but not limited to, low income, limited English language proficiency, foster youth status, homelessness, Special Education, or Grade Span Adjustment, defined as grades six, seven-eight, and nine through twelve, inclusive.

(b) "District of residence" means the school district in which the student and his or her parent or guardian maintains their legal residence.

(c) "District of service" means the school district which the student attends following the approval of an inter-district attendance permit.

(d) "Inter-District Transfer" or "IDT" means the process whereby a student in grades six through twelve transfers from the school district of his or her residence to another school district of proposed attendance pursuant to the relevant provisions of the California Education Code and district Board Policy and Administrative Regulations. The term does not include the placement of a Special Education student in the program of another district pursuant to the provisions of the Special Education Local Plan, including the enrollment of a student in an education program maintained by the San Luis Obispo County Office of Education and located outside the district of residence. This term does include a transfer process where the request to transfer is initially denied by the district of service, but the denial subsequently is overturned by the County Office of Education.

4. COMPLIANCE WITH LAW AND POLICY. Each district agrees to comply with the provisions of the California Education Code (sections 46600-46610) and its own district policy regarding inter-district transfers of students, including policy provisions regarding terms and conditions under which permits may be permitted, denied, or revoked. Each district warrants that it will not discriminate in the administration of its inter-district attendance policy on the basis of race, religion, ethnicity, national origin, gender, sexual identity, or disability.

5. RESPONSIBILITY OF THE DISTRICT OF SERVICE.

(a) Each district will process applications for inter-district attendance in a timeline consistent with its applicable policy, will register IDT students promptly after acceptance, and will schedule IDT students for classes on a basis equal to students who are residents of its district.

(b) Each district will invoice districts of residence promptly as provided in Section 8 of this Agreement but, in no event, no later than June 30 of each school year.

6. RESPONSIBILITIES OF DISTRICT OF RESIDENCE.

(a) Each district shall process requests for inter-district attendance in a timeline consistent with its applicable policy.

(b) Each district shall promptly pay invoices from districts of service as provided in Section 8 of this Agreement, but no later than 120 days after receipt.

7. ANNUAL MEETING. The parties agree to meet on an annual basis to determine, for each district, the number of students in grades six through 12, inclusive, entering or leaving a district on an inter-district transfer. Such meeting will be held between the date on which the California Basic Education Data System census is taken (usually the first Friday in October) and November 30. The districts also agree to meet, within thirty days of a request to meet, to discuss amendments to Section 8 of this Agreement in the event that any one of the participating districts loses its status as a basic aid district.

8. PAYMENTS TO DISTRICTS OF SERVICE.

(a) At the annual meeting specified in Section 7, the districts will determine the number of students in each grade span in each district who reside in another participating district, as follows:

(1) The number of students in grade six;

(2) The number of students in grades seven through eight;

(3) The number of students in grades nine through 12, inclusive; and

(4) The Base Grant Amount for each student plus twenty-five percent (25%); and

(5) Grant Amounts for students who transfer mid-year will be calculated based on per diem rate determined by dividing the Base Grant Amount in Item 8(a) above by a 180-day school year times the

number of days the student is enrolled in the District of Service, accounted for and mutually agreed upon between district of residence and district of service.

The data for such calculations shall be the CBEDS census data and the Local Control Funding Formula Base Grant Amount for each grade level as reported by the State Fiscal Crisis and Management Assistance Team for the school year in question.

(b) The following data are presented as an example of how the amounts of payment per student would be calculated for the 2017-2018 school year using data as of November 15, 2017, from the FCMAT LCFE calculator:

GRADE SPANS	BASE AMOUNT	BASE AMOUNT PLUS 25%
6	\$ 7,301	\$ 9,126
7-8	\$ 7,518	\$ 9,398
9-12	\$ 8,712	\$ 10,890

(Cayucos residents only)

(c) **SPECIAL EDUCATION EXPENSES.** Each district of service shall have the authority to hold each district of residence financially responsible for transfer students who have been determined to be eligible for special education services. Districts of service may invoice districts of residence for expenses incurred for the provision of special education services including students who are identified by the district of service after their transfer. If districts of service choose to invoice districts of residence in this manner, the payments determined in subdivision (e) in this section shall be reduced by the amount of all state and federal funding for special education services generated by these IDT students. Staff from the district of residence will be invited to participate in IEP team meetings.

(d) Notwithstanding subdivision (c), payments calculated under this Section shall be payable in accordance with the following schedule:

- 2018-2019 school year: 22.22 percent of amount calculated;
- 2019-2020 school year: 55.56 percent of amount calculated;
- 2020-2021 school year and thereafter: 100 percent of amount calculated.

(e) Invoices submitted under this Agreement shall be due and payable upon receipt and are delinquent if not paid within 120 days of receipt. Delinquent amounts shall bear interest on a daily basis at the annual rate of five percent (5%).

(f) Each district of residence shall remain financially responsible for students attending districts of service who have been determined eligible for 504 plans and related services. District of service may include in its invoice to district of residence all costs of the district for 504-identified students, including students who are identified by the district of service after their transfer. District of residence shall participate in any meetings that may involve costs associated with these support plans. Any costs incurred for a 504 plan must be mutually agreed upon by the district of service and district of residence.

9. DISPUTE RESOLUTION PROCESS. The parties hereto agree that any dispute between or among them related to or arising out of this Agreement will be resolved by employing the following process:

(a) **INFORMAL DISCUSSION.** Each party agrees to present any dispute concerning another district's decision or practice under this Agreement directly to the Superintendent of that district or his or her designee. Each district agrees that it will negotiate in good faith in an attempt to resolve such dispute.

(b) **RESOLUTION PANEL.** If the dispute cannot be resolved through discussions between the parties, the parties hereto agree to submit the dispute to a Resolution Panel composed of one representative

of each party hereto and the County Superintendent of Schools or his or her designee who shall serve as Chairperson of the panel. In the event the County Superintendent of Schools is unwilling to serve in that capacity or appoint a designee, the three remaining members of the panel shall, by unanimous vote, appoint a fourth member who is willing to serve in that capacity. In order to make a decision, three of the four panel members must agree. The decision of the panel is final and binding on the parties.

10. INDEMNITY. Each party hereto agrees to indemnify and hold harmless each other party for liability, judgments and other expenses, including attorney fees and costs, imposed upon the indemnifying party based on that party's negligent acts or omissions. Each party will be responsible for its own defense of any claims brought against it pursuant to special education law.

11. INSURANCE. Each party agrees to maintain its current level of liability insurance and that no additional level of liability insurance is required by this Agreement.

12. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall not affect the validity of any other provision of this Agreement.

13. WAIVERS. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Superintendent of the waiving district.


14. AMENDMENTS/TERMINATION.

(a) This Agreement may be amended or terminated only by mutual agreement of all parties hereto, duly executed in writing by the Superintendent of each party and approved by the Board of Trustees of each party. Such amendment or termination shall be effective on the July 1 subsequent to such amendment or termination.

(b) In the event that any of the parties hereto loses its basic aid status, such party may withdraw from this Agreement, effective on the subsequent July 1.

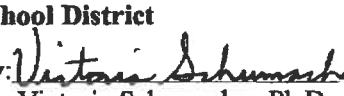
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below:

**Cayucos Elementary
School District**

By: 
Scott Smith
Superintendent

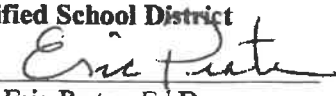
Date: February 9, 2018

**Coast Unified
School District**

By: 
Victoria Schumacher, Ph.D.
Superintendent

Date: February 9, 2018

**San Luis Coastal
Unified School District**

By: 
Eric Prater, Ed.D.
Superintendent

Date: February 9, 2018

THE BOARDS OF TRUSTEES of each District approved the foregoing Memorandum of Understanding on the dates opposite their names:

Cayucos Elementary School District	<u>January 17, 2018</u>
Coast Unified School District	<u>February 8, 2018</u>
San Luis Coastal Unified School District	<u>January 16, 2018</u>