

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NORTHERN YORK COUNTY SCHOOL DISTRICT
AND
THE WEST SHORE SCHOOL DISTRICT
REGARDING ENROLLMENT EXCEPTIONS FOR SHARED CURRICULAR PROGRAMS**

THIS MEMORANDUM OF UNDERSTANDING made and entered into this ___ day of _____, 2016, by and between the **BOARD OF SCHOOL DIRECTORS OF THE NORTHERN YORK COUNTY SCHOOL DISTRICT** (hereinafter referred to as “NYCSD”) and the **BOARD OF SCHOOL DIRECTORS OF THE WEST SHORE SCHOOL DISTRICT** (hereinafter referred to as “WSSD”).

After due consideration of the following background statements, NYCSD and WSSD, each intending to be legally bound, hereby agree as follows:

I. Background

- A. NYCSD and WSSD wish to permit the limited enrollment of high school students to attend the high school of the District that is not the school district in which their residency is established (hereinafter referred to as the “School District of Origin”).
- B. This permission is intended only for students who wish to participate in a curricular program that is not offered in the School District of Origin.
- C. For the purposes of this MOU, a “curricular program” consists of a series of courses, which are offered for credit and have an educational sequence and progression.
- D. The purpose of this initiative is to provide expanded educational opportunities to eligible high school students in a course of study that is not offered in the School District of Origin.
- E. Realizing that expanding educational programs is often cost prohibitive and that not all educational opportunities can be offered at both NYCSD and WSSD due to budgetary restrictions, this Memorandum of Understanding (MOU) and initiative is designed to provide high school students with expanded opportunities in a way that controls costs for both Districts.
- F. This initiative shall exist as a “pilot” program for one school year (2016-2017). This initiative and this MOU shall be reevaluated during the 2016-2017 school year for consideration of continuation and expansion.

II. General Conditions

- A. For the 2016-2017 school year, this initiative shall consist of two (2) curricular programs agreed upon by the Superintendents of the Districts or their designees. NYCSD shall offer one curricular program and WSSD shall offer one curricular program.
- B. For the 2016-2017 school year, participation in this initiative shall be limited to two (2) students from NYCSD and four (4) students from WSSD (two (2) from Red Land High School and two (2) from Cedar Cliff High School).

- C. The student eligibility requirements for participation in this initiative shall be determined by the Superintendents of each District and shall include, but not be limited to a review of
1. Academic performance;
 2. Student disciplinary record;
 3. Recommendation from an appropriate guidance counselor or building administrator;
 4. Attendance record; and
 5. Student interest in the selected curricular program and the likelihood for the Student to continue in this program as a potential career interest.
- D. No additional resources (personnel, equipment, facilities, or services) shall be required from the School District of Origin as a result of a student's participation in a curricular program that is not in the School District of Origin. Thus, there will be no tuition charged to the student accepted into this initiative or to the School District of Origin. **In the event that a student participating in this initiative qualifies for related services, specially designed instructions, and/or accommodations pursuant to an Individualized Education Program (IEP) or Section 504/Chapter 15 Services Agreement, the School District of Origin shall be responsible for any such expenses as required by law.**
- E. To the extent that the curricular program requires the payment of any **inherent programmatic** costs that are a requirement for all students of the program (e.g., uniforms, materials, field trips, etc.) and that such costs are not required to be paid by the participating students or the students' parents/guardians, the Districts will agree, on a case-by-case basis, upon the responsibility for such costs, **which will not be passed on to the students.**
- F. Each student accepted into a **designated curricular program** through this initiative shall become a full-time student of the high school in which the curricular program is provided and shall be subject to the grading, credit, promotion, and graduation policies of the District in which the curricular program is provided. Upon successful attainment of the graduation requirements of the District in which the curricular program is provided, the student will earn a diploma from the high school in which that program is provided.
- G. Each student shall comply with the minimum academic and attendance requirements established by the District in which the curricular program is provided in order to receive credit for successful completion of course requirements.
- H. While participating in this initiative, each student shall comply with, and shall be subject to, the disciplinary policies and procedures of the high school in which the curricular program is provided.
- I. As a non-resident student of the District in which the curricular program is provided, the student will also be eligible to participate in extracurricular activities, **unless such extracurricular activities are governed by the Pennsylvania Interscholastic Athletic Association (PIAA), Inc., whereupon the rules of the PIAA relative to participation by a nonresident student shall apply.**

- I. Transportation to the high school in which the program is provided shall be the responsibility of the student or the student's parents or guardians, **unless special transport is required in an agreed upon IEP or Section 504 Agreement.** The School District of Origin shall have no obligation to transport students to or from the high school in which the program is provided **except as listed above.** Students who wish to drive their own vehicles to the high school in which the program is provided may do so only after meeting the requirements set by that high school.
- J. Participation in this initiative is a privilege. Thus, a student who violates the disciplinary or attendance policies of the high school in which the curricular program is provided or who is deemed to be achieving insufficient educational progress as determined by that high school principal may be removed from this initiative and administratively reassigned to the School District of Origin **after consultation with the principals and guidance counselors at both schools.** A team, including a representative designated by the Superintendent of the School District of Origin and a representative designated by the Superintendent of the School District in which the curricular program is provided, shall have the authority to determine the reassignment. Prior to making the reassignment determination, the designated representatives shall meet with the student and his/her parents or guardians, and shall provide the student and his/her parents or guardians with an opportunity to present information **on the student's behalf** to the designees from both School Districts. The reassignment decision may not be an expulsion under the law of the Commonwealth as the student will continue to attend the School District of Origin. **The cumulative records of the student will be returned to the School District of Origin once the student returns to that school or upon graduation.**
- K. Student data and information for each participating student shall be subject to the rights, protections, and obligations of the Family Educational Rights and Privacy Act ("FERPA"). The District in which the curricular program is provided shall also be responsible for the protection and dissemination of such data in accordance with the provisions of the FERPA. Student data, including student assessments, shall be attributed to the District in which the program is provided.

III. Termination

Either party may terminate this MOU upon providing at least sixty (60) days written notice to the other party. In the event that the MOU is terminated during the school year, the participating students will be permitted to complete the school year at the high school in which the curricular program is provided. The student and/or parents/guardians of the student will be notified of the student's reassignment for the following school year.

IV. Renewal

This agreement will be reviewed by each District on or before February 1, 2017, for consideration of continuation. In the absence of an affirmative decision by both Boards of School Directors to extend this MOU, the MOU will terminate on June 30, 2017.

IN WITNESS WHEREOF, NYCS D has caused this Memorandum of Understanding to be signed by its School Board President and Secretary and WSSD has caused this Memorandum of Understanding to be signed by the School Board President and Secretary.

**NORTHERN YORK COUNTY
SCHOOL DISTRICT**

WEST SHORE SCHOOL DISTRICT

By: _____
School Board President

Date

By: _____
School Board Secretary

Date

By: _____
School Board President

Date

By: _____
School Board Secretary

Date