

**INTERDISTRICT ATTENDANCE AGREEMENT**  
*Effective July 1, 2021*

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600. The parties agree to the terms of this Agreement through June 30, 2022. This Agreement affects student enrollment upon district board approval and through the 2022-2023 school year.

**I. RECITALS:**

- A.** California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B.** California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C.** California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D.** Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E.** This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue teacher layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on teacher layoffs, usually at their February board meetings.
- F.** This Agreement establishes deadlines for interdistrict transfers. To the degree that this is a departure from historic processes, the parties recognize that a county-wide information dissemination campaign will be critical to this Agreement’s success.

- G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member, older sibling previously attended the school, and others.
- H. The parties recognize that there are existing interdistrict transfer permits that have been approved for students. This Agreement will not change the terms of any previously approved permits.

## II. **TERM OF AGREEMENT:**

This Agreement shall take effect for each party on July 1, 2021 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2022. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement. Interdistrict transfer requests for the 2022-2023 school year shall be governed by this Agreement if the request was made within the timeframes a party was bound by this Agreement.

## III. **DEFINITIONS:**

**Active Military Parent:** An "active military duty parent" means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State Military Reserve on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

**Capacity:** A district's determination of the space and resources it has available for students.

**Capacity Determination (for purposes of establishing a wait list):** A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

**Current year request:** A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

**Denial:** For purposes of appealing to the county board of education, a "denial" is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A "denial" shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines.

2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the governing board of the school district.
3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence.

**District of Proposed Enrollment or “DPE”:** A school district other than the school district in which the Parent of a pupil resides, but in which the Parent of the pupil nevertheless intends to enroll the pupil through an interdistrict transfer.

**District of Residence or “DOR”:** A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

**Enrollment Window:** The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

**Future year request:** A request for interdistrict transfer received up until 16 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

**Hardship:** Extreme difficulty or suffering.

**Interdistrict transfer or “IDT”:** Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

**IDT Permit:** The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re-apply for each school year.

**IDT Request:** The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Attendance for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

**New Sibling Requests:** Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

**Parent:** The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

**Reasonable Enrollment Activities:** Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student and/or Parent’s needs. “Reasonable enrollment activities” include a discussion with District of Residence’s school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

**Renewals:** A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

**School-level transitions:** Transitions from one grade span to another, based upon the District of Residence’s transitions, e.g. elementary school to middle school, or middle school to high school.

**Victim of an act of bullying:** A “victim of an act of bullying” means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

#### **IV. INTERDISTRICT TRANSFER REQUESTS:**

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

##### **A. Preferential Enrollment (“Priority One Open Enrollment Window”): Requests for an IDT for the Future School Year Received from December 1 through February 1**

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st at 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One

Open Enrollment Window (or 5 school days from receipt of the approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the DPE's decision.

4. Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above. A DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above). Districts will honor existing approved multiyear IDT permits.

**B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year**

IDT Requests received from a Parent for the current school year and for the future year received after the February 1 enrollment window will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
3. Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
4. Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.

The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

**C. Wait Listed Students for the Upcoming Year**

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its wait list, or 7% of the school's total enrollment from the waitlist, whichever is greater. The wait list must be established at the time of the DPE's

lottery or capacity determination.

**V. STATUTORY PREFERENCES:**

**A. Victims of Bullying**

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying shall accept all pupils who apply to transfer under this statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.

**B. Children of Active Military Service Men and Women**

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

**VI. APPEALS:**

Parents have a right to appeal to the Humboldt County Office of Education (“HCOE”) when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE’s Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE. Failure to appeal within the required time is good cause for denial of an appeal.

Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See “definitions” above for the definition of a denial.

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**Provisional Enrollment in DPE Pending Appeal:** The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education (“HCOE”), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional

enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to Section 48200, he or she shall enroll in the DOR or in another educational program.

Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

**VII. REVOCATIONS:**

Neither a DOR nor DOA may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the DOA or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

**VIII. CHANGES IN LAW:**

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

**IX. COMMUNICATIONS AND PUBLIC AWARENESS**

In order to maximize awareness of the inter-district transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

- ATTACHMENT A: LIST OF PARTIES
- ATTACHMENT B: IDT REQUEST FORM

For Each Party:

\_\_\_\_\_ School District

Signature of Superintendent and Date:

\_\_\_\_\_

Board approval:

Date: \_\_\_\_\_