

**INTERDISTRICT ATTENDANCE AGREEMENTS****General Policy**

The Board of Trustees recognizes that parents/legal guardians of students who reside in one District may, for a variety of reasons, desire to enroll their child in a school in another District. The interdistrict transfer process applies only to those parents/legal guardians who wish their children to attend a school in a District other than the one designated for the area in which they reside. The District provides a full range of curricular and co-curricular programs to meet the needs of its students and it is the intent of the Board of Trustees that students residing within District boundaries attend District schools. All District interdistrict attendance agreements will be acted upon by the Superintendent or designee,

**Limits on Student Transfers into the District**

The Superintendent or designee may deny applications for interdistrict attendance agreements because of a site being at maximum capacity.

**Limits on Student Transfers out of the District**

The Superintendent or designee may limit the number of student transfers out of the District to a school district of choice based on the percentages of average daily attendance specified.

In addition, transfers out of the District may be limited during a fiscal year when the County Superintendent of Schools has given the District a negative budget certification or when the County Superintendent has determined that the District will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this District to a school district of choice.

The District may deny a transfer of a student out of the District to a school district of choice if the Superintendent or designee determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the District.

**Inter-district Attendance Agreements**

Agreements to transfer in and/or transfer out of the District follow the same process. Interdistrict attendance agreements shall first be initiated by the parent/guardian with the school district of residence.

1. The school district of residence shall forward an approved request to the school district of desired attendance.

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2. The school district of desired attendance will communicate the disposition of the request to the district of residence.
3. An approved interdistrict attendance agreement must be in effect between the school district of residence and the school district of desired attendance before a student can enroll in the requested school.
4. Students admitted to the District under the inter-district attendance agreement process shall be assigned to a District school where space is available.

**Attendance Agreements – Conditions**

1. A parent/guardian found to have falsified information that was used as a basis for enrollment in any school in the District shall have the attendance agreement revoked. The revocation shall be immediate and notice promptly given to the student and parent/guardian.
2. Applicants must provide corroborating documentation when requested. This may include academic transcripts, attendance records, employment details, and other information to support the application. The District reserves the right to contact the employer to verify employment.
3. Attendance agreements shall be valid only for the balance of the school year remaining after the date the agreement is approved. Continuing grades 11 and 12 students do not need to apply for interdistrict attendance agreements. Furthermore, the agreement ~~is~~ shall be valid only while the conditions stated in the request are maintained and only as long as the student's behavior, attendance, citizenship, and scholarship are satisfactory; except for pupils entering grades 11 or 12.
5. Attendance agreements must be renewed each year after their initial approval. All students and schools are subject to all California Interscholastic Federation (CIF) athletic eligibility rules and regulations. An approved attendance agreement in no way waives any CIF rule or regulation.
6. Transportation is not the responsibility of the District. District bus passes will not be issued to students residing outside of District. There will be no exceptions made. Transportation, if needed, shall be the responsibility of the parent/guardian.

**INTERDISTRICT ATTENDANCE AGREEMENTS (continued)**

- 6 Child care, if needed, shall be the responsibility of the parent/guardian.
7. Should the behavior, attendance, citizenship, and/or scholarship of the student be found unsatisfactory, the attendance agreement may be revoked, except for pupils entering grades 11 or 12. A recommendation to revoke an attendance agreement shall be forwarded in writing to the Superintendent or designee, by the administration of the school where the student is enrolled.
8. When a student's residence is changed, the parent ~~or~~/guardian shall notify the school of the change in residence.

**Financial Conditions**

Interdistrict attendance agreements shall be non-tuition unless Federal Impact Aid is involved. Under a non-tuition agreement, the financial apportionment for regular education students shall be credited to the district of attendance and not to the district of residence.

**Special Education Students**

With regard to the interdistrict attendance agreement of special education students, funding agreements between districts shall be in accordance with the AB 602 funding model.

*Legal Reference:*

*EDUCATION CODE*

*41020 Annual district audits*

*46600-46611 Interdistrict attendance agreements*

*48204 Residency requirements for school attendance*

*48300-48316 Student attendance alternatives, school district of choice program*

*48350-48361 Open Enrollment Act*

*48900 Grounds for suspension or expulsion; definition of bullying*

*48915 Expulsion; particular circumstances*

*48915.1 Expelled individuals: enrollment in another district*

*48918 Rules governing expulsion procedures*

*48980 Notice at beginning of term*

*52317 Regional occupational center/program, enrollment of students, inter-district attendance*

*ATTORNEY GENERAL OPINIONS*

*87 Ops.Cal.Atty.Gen. 132 (2004)*

*84 Ops.Cal.Atty.Gen. 198 (2001)*

**INTERDISTRICT ATTENDANCE AGREEMENTS (continued)**

*COURT DECISIONS*

*Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011)  
192 Cal.App.4th 234*

*Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275*

Policy

Adopted: August 18, 1997

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Revised: December 9, 2015

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California