

TWO RIVERS SUPERVISORY UNION
LIMITED SCHOOL TRANSFER PROGRAM

Elementary School

Philosophy

Acknowledging that the parents' and guardians' perception of what is beneficial for their child is very valid and valuable information, especially at the elementary school level, and acknowledging that the ultimate goal of Two Rivers Supervisory Union (TRSU) is to provide the best possible education to each child in our supervisory union by utilizing all the resources available to us, it is recommended that a program allowing student transfer among the four elementary schools within TRSU be adopted in accordance with the terms and conditions contained herein.

Further, it is a goal of this agreement through the offering of this expanded cooperative program, to collect data which would allow us to study and evaluate its effects.

ARTICLES OF AGREEMENT

Article I. Introduction

The undersigned school board chairs, having been duly authorized by their respective school boards, hereby enter into the following agreement to expand the public elementary school choice transfer program beginning in the fall of the **2020-21** school year for elementary students in TRSU. Applications will be provided by **March 2, 2020** and will be due to the Superintendent by **April 17, 2020**.

Article II. Definitions—for the purposes of these Articles of Agreement the following definitions apply:

- A. "Transfer" means the enrollment in one of the four public elementary schools – Chester-Andover Elementary, Ludlow Elementary, Cavendish Elementary and Mount Holly Elementary – other than the school of residence.
- B. "Elementary" means Grades K-6.
- C. "Sending school" means the school within the residential district of a participating student.
- D. "Receiving school" means the school within the residential district chosen by the participating student.
- E. "Eligible student means any elementary student residing in the TRSU, as in accordance with the Article III B stated below.
- F. "Transfer student" means a student that is participating in this program and is attending a receiving school, which is not in the student's home school attendance area.
- G. "ADM" means the Average Daily Membership computation in the state aid to education formula.
- H. "Excess Costs" means the additional expenditures which are required by law to implement individual education plans (IEP's) for students with disabilities.
- I. "Participating Schools" means the four elementary schools in the TRSU: Chester-Andover Elementary, Ludlow Elementary, Cavendish Elementary and Mount Holly Elementary.

Article III. Implementation of Public Elementary School Transfer Program:

- A. Each participating school board shall permit up to **six (6)** students, but no more than six (6) students, at any point in time to attend the other participating elementary schools.
- B. Students must be eligible for enrollment in the elementary school of their home school attendance area in order to be eligible for enrollment in this school transfer program.
- C. Transfer students must be accepted on a nondiscriminatory basis.

- D. Before accepting any transfer students, each participating school board shall define its capacity limits at each grade level for the ensuing school year according to current class size policies regarding minimum and maximum class sizes. Transfer students that would increase or decrease class enrollment sizes that would require the hiring or reducing of additional staff may be refused. Capacity limits shall be annually reviewed and redefined.
- E. Except with respect to students eligible for special education requiring the expenditure of excess costs, sending schools will direct a total of 50% of the base education property yield for each choice student to the receiving district (pro-rated for any transfer student not attending for the full academic year). Each sending district shall count toward its ADM its own resident students who choose to attend other participating schools.
- F. Each transfer student attending another participating school, unless expelled in accordance with the receiving school's policy and federal and state law shall be guaranteed enrollment in that school until graduation for as long as the student continues to reside in the TRSU attendance areas regardless of the continuing participation of either the sending or the receiving school.
- G. It is imperative that data be collected throughout the duration of the program. The Superintendent's Office of TRSU will be responsible for maintaining the file of applicants along with all questionnaires pertaining to elementary school transfer. The parents or guardians of any eligible student interested in participating in the public elementary school transfer program will be required to complete an application form and asked to also complete a questionnaire requesting further information. Parents or guardians of transfer students will also be requested to complete a second questionnaire at the conclusion of each academic year in order to gather information regarding the benefits of the transfer option.
- H. Parents/Guardians of eligible students can request an exception to the application deadline to complete an application for this program at any time during the school year from the Superintendent of Schools. Exceptions to the application deadline will be at the discretion of the Superintendent and in-line with the maximum number of seats available. Copies of applications will be forwarded to the school of choice and will be considered immediately if the maximum number of transfer students, as outlined in this agreement, is not already enrolled. If the maximum has already been reached, all additional applications will be considered, subject to the provisions in Article V.
- I. All students enrolled in the elementary school transfer program do not need to reapply for subsequent years. All applicants, not currently enrolled, must reapply to be included in the lottery for any available openings for each new school year.

Article IV. Duration of the Program:

The program shall be implemented until dissolved by the two school boards involved. The administrator of each participating school shall submit to the Superintendent a written evaluation of the program at the end of each school year.

Article V. Selection of Students to Participate:

- A. Students shall be selected for enrollment in the elementary school transfer program at all participating schools in a nondiscriminatory manner.
- B. Students and families shall be notified of the opportunity to apply for admission to other participating schools and the procedures for doing so no later than **March 2**.
- C. The deadline for submitting an application to the TRSU Superintendent's office is **April 17**.
- D. If more than the agreed upon number of students wish to transfer from a sending school or to transfer into a receiving school, a lottery system, as agreed upon by the participating schools, shall be employed within **three business days** of the application deadline.
- E. The lottery system shall allow students not selected for admission at the elementary school of their choice to participate in a second choice lottery if spaces are available.

- F. Parents must notify the TRSU Superintendent of their decision to transfer to the receiving school within **two weeks** of receipt of notification of their child's acceptance into the transfer program.

Article VI. Return to Sending School:

If a transfer student no longer wishes to continue being enrolled at the receiving school, the student may only return to the sending school. The student is eligible to begin the elementary school transfer application process again according to the same application and lottery provisions as all other eligible students.

Article VII. Discipline:

Transfer students under this program are subject to the disciplinary policies and procedures of the receiving elementary school. The sending school is not required to provide services to a student during a period of suspension or expulsion imposed by the receiving school.

Article VIII. Special Education, Section 504, Act 157:

Both the sending and receiving schools will work collaboratively to ensure that the needs of students with disabilities are met. In the case of students eligible for special education, subject to any state and federal requirements, the sending school shall retain fiscal obligations as well as responsibility for management and oversight of a student's individual education plan, while the receiving school shall be responsible for hiring and supervising personnel who provide services to such students. The receiving school shall carry out the IEP, including placement, developed by the sending school. If the receiving school decides that a student not on an IEP may be eligible for special education services or that an existing IEP should be altered, it shall notify the sending school. Whenever a sending school considers special education eligibility, development of an IEP, or changes to a plan regarding a transfer student, it shall give notice of meetings to the receiving school. The sending school remains the LEA for Special Education, Section 504, and Act 157 and must participate in, and approve of, all decisions made regarding these services. If there are any costs associated with providing 504 or Act 157 services, those costs will be charged to the sending school.

Article IX. Athletic or Activity Eligibility and Participation:

Each participating school shall treat all enrolled students, regardless of the school or origin, in the same fashion with regard to eligibility for and participation in athletics and activities.

Article X. Transportation:

Nothing herein affects existing transportation policies of the participating schools. Unless otherwise required by law, each participating school retains the discretion to decide whether or not to provide transportation to transfer students either at the sending or receiving end. A participating school may require a transfer student, as a condition of participating in this program, to waive any transportation rights granted under that school's existing transportation policies.

Article XI. Amendment and Dissolution:

- A. The foregoing articles of agreement may be amended or dissolved by a vote of two of the four participating schools boards.
- B. A participating school may withdraw from this agreement; however, not during the school year.
- C. Notwithstanding A. and B., above, the provisions of Article III E. and F., and Articles VII, IX, and X, shall not be amended nor dissolved with respect to students who have already exercised the option to transfer to another participating school.

AGREED TO, SIGNED AND DATED BELOW BY THE DULY AUTHORIZED SCHOOL BOARD CHAIRS:

Two Rivers Supervisory Union, Board Chair

Date

Green Mountain Unified School District, Board Chair

Date

Ludlow Mount Holly Unified Union School District, Board Chair

Date