

**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 establish an initiative 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 initiative is intended only for students who wish to participate in a curricular program that is not offered in the School District of Origin. 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.
- C. The purpose of this initiative shall be 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.
- D. Realizing that expanding educational programs is often cost prohibitive and that not all educational opportunities can be offered at both School Districts due to budgetary restrictions, this initiative is designed to provide high school students with expanded opportunities in a way that controls costs for both School Districts.
- E. This initiative shall exist as a “pilot” program for one school year (2016-2017). This initiative and this MOU shall be evaluated 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 curricular programs selected 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 and shall include, but not be limited to:
 - 1. Academic performance
 - 2. Student disciplinary record
 - 3. Recommendation from an appropriate guidance counselor or building administrator
 - 4. Attendance record
 - 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 due to the students' 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.
- E. To the extent that the curricular program requires the payment of any 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 students or the students' parents or guardians, the Districts will agree, on a case-by-case basis, upon the responsibility for such costs.
- F. Each student accepted into 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 School District in which the curricular program is provided.
- G. Each student shall comply with the minimum academic and attendance requirements established by the School 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. 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. The School District of Origin shall have no obligation to transport students to or from the high school in which the program is provided. 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 the high school principal may be removed from this initiative and administratively reassigned to the School District of Origin. 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 the parents or guardians of the student, and shall provide the student and the student's parents or guardians with an opportunity to present information to designees from both School Districts. The reassignment decision shall not be an expulsion under the law of the Commonwealth as the student will continue to attend the School District of Origin.
- K. Student data and information for each participating student shall be subject to the rights and obligations of the Family Educational Rights and Privacy Act ("Act"). The School District in which the curricular program is provided shall be responsible for the protection and dissemination of such data in accordance with the provisions of the Act. Student data, including student assessments, shall be attributed to the School 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 of the student will be notified of the students 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, WSSD has caused this Memorandum of Understanding to be signed by its School Board President and Secretary and NYCSD has caused this Memorandum of Understanding to be signed by the School Board President and Secretary.

WEST SHORE SCHOOL DISTRICT

**NORTHERN YORK COUNTY
SCHOOL DISTRICT**

By: _____

By: _____

School Board President

Date

By: _____

School Board Secretary

Date

School Board President

Date

By: _____

School Board Secretary

Date