



MARTINEZ UNIFIED SCHOOL DISTRICT

"Together we will ensure diverse paths to success and a quest for knowledge"

SCHOOL BOARD
Aise Elskan
John Fuller
Vicki Gordon
Kathi McLaughlin
Ron Skrehot

COOPERATIVE AGREEMENT FOR THE INTER-DISTRICT TRANSFER OF STUDENTS PURSUANT TO THE PUBLIC SCHOOL CHOICE PROVISIONS OF THE NO CHILD LEFT BEHIND ACT

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into pursuant to the provisions of Title 20 United States Code ("U.S.C.") section 6316 of the No Child Left Behind Act ("NCLB"). This Agreement is made by and between the MARTINEZ UNIFIED SCHOOL DISTRICT ("Sending District") and the MT. DIABLO UNIFIED SCHOOL DISTRICT ("Receiving District") (collectively hereinafter "the parties") in order to delineate the transfer rights of students attending schools in the Sending District that have been designated for school improvement, corrective action or restructuring.

The governing board of each of the districts has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. PURPOSE OF AGREEMENT

Martinez Junior High School of the Sending District is funded with Title I money and has recently been identified for Year 1 Program Improvement. As such, Sending District is required by law to provide students enrolled in Martinez Junior High School the option of transferring to another school that has not been identified for program improvement. As Martinez Junior High School is the Sending District's only Middle School, the Sending District must, to the extent practicable, establish a cooperative agreement with another school district in the area, allowing students to transfer to schools in that neighboring district. Sending District has identified Valley View Middle School and Pleasant Hill Middle School all of which are schools in the Receiving District, as potential transfer options for its students. Receiving District hereby agrees to allow students of the Sending District the option of transferring to Valley View Middle School and Pleasant Hill Middle School in accordance with all provisions described herein.

2. INTERDISTRICT ATTENDANCE AGREEMENTS

Each student of the Sending District electing to transfer to the Receiving District pursuant to this Agreement shall be subject to an individual inter-district attendance agreement pursuant to California Education Code section 46600 *et. seq.*, which shall, among other things include provisions for the revocation of a student's inter-district transfer based on academic, disciplinary or truancy problems.

DISTRICT STAFF
Superintendent
Rami Muth
Assistant Superintendent
Personnel Services
Rick Rubino
Chief Business
Official
Liz Robbins
Director
Student Services
David Krapp, Ed.D
Coordinator
Educational Services
Audrey Lee

SITE ADMINISTRATORS
Alhambra High
Sue Mirkovich
Principal
Valley View Middle School
Bl Adams
Principal
Martinez Junior High
Helen Rossi
Principal
John Muir Elementary
Kathleen Kizziee
Principal
John Swett Elementary
Marjorie Pampe
Principal
Las Juntas Elementary
Aaron Tarzian
Principal
Morello Park Elementary
C.J. Cammack
Principal
Martinez Adult Education
Kathy Farwell
Director

3. COSTS AND CREDIT FOR ATTENDANCE

In accordance with California Education Code section 46607, the attendance of students transferring pursuant to this Agreement shall be credited to the Receiving District with the Receiving District assuming all costs of education except for transportation costs described below.

4. TRANSPORTATION

The transportation costs associated with any students electing to transfer pursuant to this Agreement shall be the responsibility of the Sending District. If Martinez Junior High School is removed from the school improvement list, students who have elected to transfer to Valley View Middle School and Pleasant Hill Middle School may continue to attend these schools until they reach the highest grade of that school. However, in such circumstances, transportation costs will be borne by the transferring student and not the Sending District.

5. RIGHTS OF STUDENTS

Each student electing to transfer pursuant to this Agreement shall continue to be deemed a resident of the Sending District and shall not be deemed a resident of the Receiving District. However, transferring students shall be furnished with the same advantages, supplies and regular instructional services as are furnished to the students who are deemed residents of the Receiving District. No resident student of the Receiving District shall be displaced as a result of the transfer of a student from the Sending District.

6. SPECIAL EDUCATION STUDENTS

The parties to this Agreement must ensure that students with disabilities are provided the same protections that they otherwise would receive under the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973, and Title II of the American's with Disabilities Act ("ADA"). Students who are eligible for special education and related services pursuant to the IDEA that elect to transfer pursuant to this Agreement shall have their individualized education program ("IEP") implemented by the Receiving District or alternatively, the Receiving District may convene an IEP team meeting and develop a new IEP plan in consultation with the transferring student's parents or legal guardians. The legal obligation of providing the transferring student with a free and appropriate public education ("FAPE") shall continue to be the responsibility of the Sending District.

7. EFFECT ON COLLECTIVE BARGAINING AGREEMENTS

It is the mutual intent of the parties hereto that no act required nor covenant herein shall be in contravention with the collective bargaining agreements between each party and

) their respective teacher's unions, including, but not limited to any provisions regarding class size.

8. HOLD HARMLESS AND INDEMNIFICATION

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

9. INSURANCE

The parties shall each maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect both parties as their interests may appear.

10. DISPUTE RESOLUTION

In the event there is a dispute between the parties to this contract, said dispute shall be resolved by using alternative dispute resolution (i.e., mediation and/or arbitration).

) **11. SEVERABILITY WAIVER**

If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless in writing by the party making the waiver.

12. NON ASSIGNABILITY

Neither party shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other party. If consent is not given by the other party to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void.

13. INTEGRATION

) This Agreement contains the complete and final understanding of the parties' rights, duties and obligations with respect to the items discussed in this Agreement and supersedes all prior agreements, understandings and commitments, whether oral or written.

14. ATTORNEY'S FEES

If either party is required to file any legal action or claim to enforce any provision of this Agreement or resolve any dispute arising under or connected to this Agreement, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

15. AMENDMENTS TO AGREEMENT

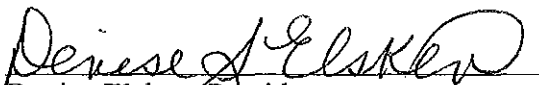
The Agreement may be amended by mutual agreement by the parties or, if required to reflect any changes in law applicable to the Public School Choice provisions of NCLB.

16. PERIOD OF AGREEMENT

This Agreement is effective immediately upon execution by both parties and shall remain in effect until whichever one of the following conditions occur first: (a) both parties mutually agree to terminate the Agreement; **or** (b) Martinez Junior High School is removed from the school improvement list by making adequately yearly progress for two consecutive years; **or** (c) Valley View Middle School and Pleasant Hill Middle School are identified for program improvement; **or** (d) one party provides the other party with written notice by April 1 of its intent to terminate the Agreement on the first day (July 1) of the upcoming fiscal year.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth below:

FOR MARTINEZ UNIFIED SCHOOL DISTRICT:


Denise Elskew, President

11/9/09
Date

FOR MT. DIABLO UNIFIED SCHOOL DISTRICT:

Gary Eberhart, President

Date