

TERMS AND CONDITIONS

- I. The parties to this agreement are the resident School District, the attending School District the parents or guardians of the student(s) identified herein, or the student if he or she is an adult student.
- II. This agreement shall be effective when signed by all parties and shall continue for the remainder of the school year, including the summer period if the student qualifies for extended school year services.
- III. The parties agree that the student shall be enrolled and shall attend school in the attending school district for the remainder of the school year as provided under ORS 339.133(7). The student shall remain as enrolled in the attending school district for the remainder of the school year unless: (a) both school districts agree to terminate this agreement, (b) the parent or guardian transfers the student or the adult student transfers to another district, a private school or a charter school, other than the resident school district, or (c) the parent, guardian or the adult student changes residence to another school district.
- IV. Except as provided below with respect to special education services and transportation, the attending district shall be responsible for the student's educational program and shall allow the student to participate in educational and extra-curricular activities available at the attending district. However, the student's eligibility to participate in interscholastic activities may be restricted by requirements of the OSAA or other approved interscholastic organization.
- V. Neither the attending district nor the resident district shall be responsible for providing transportation to and from school to the student unless the student is entitled to receive transportation as a related service under the student's IEP.
- VI. This application must be renewed on an annual basis. It is the parent, guardian, or adult student's responsibility to make application in a timely manner. The resident and requested attendance area school will make known in policy when applications are to be submitted for approval.
- VII. Prior to approval of a transfer request does not prohibit the resident or attending school district from revoking subsequent requests.

Additional Terms and Conditions for Student with Disabilities

- VIII. If the student is eligible for special education, the attending district shall provide the student with all services in the student's IEP and shall confer to the student all rights and procedural safeguards under the Individuals with Disabilities Education Act (IDEA). The resident district shall remain responsible for assuring that the student is provided a free, appropriate education in the least restrictive environment (FAPE in the LRE).
- IX. The attending district shall provide the resident district with notice of the date and time of any IEP meetings for the student, and the resident district shall send a representative to the meetings. Both the resident district and the attending district shall send representatives who have authority to commit district resources and ensure that services in the IEP will be provided.

- X. The attending district shall be responsible for providing extended school year services to the student if he or she qualifies for such services.
- XI. The districts must immediately notify one another of:
1. Any complaint concerning the student's special education services, educational placement or rights under the IDEA;
 2. Any behavioral or health issue that may affect the attending district's delivery of special education services;
 3. Any due process complaint or a complaint to the Oregon Department of Education under OAR 581-015-2030 that is filed on behalf of the student
- XII. The resident district and attending district must mutually agree to any settlement of a due process complaint or complaint under OAR 581-015-2030 that is filed on behalf of the student. If the districts are unable to reach mutual agreement, the resident district may terminate this agreement and assume direct responsibility for providing the student's educational program. However, the districts must continue to assure the provision of procedural safeguards and a free and appropriate education to the student.
- XIII. If a due process hearing complaint or complaint under OAR 581-015-2030 is filed on behalf of the student, the attending district has the responsibility to defend its actions and pay the costs of the proceeding.
- XIV. The attending district may claim the student as a resident student in October for purposes of average daily membership (ADM) to secure the first weight of state school funds. The resident district shall retain the federal IDEA allocation for the child. In order to receive IDEA Part B flow through funds, the resident district will claim the student on the December 1 Special Education Child Count. The resident district will also code their SECC claim properly, and in accordance with ODE procedures, so that the 2nd weight of state school fund is directed to the attending district. Other funding agreements may be documented on this agreement form .