

Nyssa School District 26

Code: JECB-AR(2)

Revised/Reviewed: 10/13/08

Mutual Agreement - "Resident Pupil"***

"Resident pupil" for the purposes of collecting State School Fund moneys and this mutual agreement¹, shall be defined as a student whose legal residence is not within the boundaries of the district reporting the student but who attends school in the district with written consent of the affected district boards.

Resident District

The _____ Board of Directors hereby agrees by Board resolution dated
(name of sending district)
_____ to allow _____ to become a "resident pupil" in the
(date) (name of student)
_____ effective _____.
(name of receiving district) (date)

Attending District

The _____ Board of Directors hereby agrees by Board resolution dated
(name of receiving district)
_____ to accept _____ as a "resident pupil" in the
(date) (name of student)
_____ effective _____.
(name of receiving district) (date)

1. The resident district shall retain all responsibility for ensuring that the parents and the student are afforded all special education rights and procedural safeguards under state and federal law, including, but not limited to:
 - a. Child find, the evaluation for eligibility, for special education if the resident district suspects that a student has a disability and needs special education services;
 - b. Individualized education program (IEP). The attending district may initiate and conduct IEP meetings for the review of an IEP if requested to do so in writing by the resident district. A representative of the resident district shall attend all IEP meetings;
 - c. Educational placements of the student;
 - d. Provision of a free appropriate public education;
 - e. Prior written notice to the parents when the resident district proposes or refuses to initiate the identification, evaluation or educational placement of the student or the provision of a free appropriate public education, including a change in placement if the contract is rescinded;

¹When both boards pass resolutions in agreement and district signatures are affirmed a mutual agreement has been reached. The signature of the Board chair is necessary unless the Board has designated the responsibility to the superintendent under specific policies and criteria.

- f. Stay-put which allows the student to remain in his/her present educational placement at the attending district during the pendency of any special education due process hearing or judicial proceeding unless the resident district and the parents of the student agree otherwise;
 - g. The resident district shall be the district of record for any special education due process hearing or judicial proceeding arising out of the student's placement or program.
2. The attending district shall:
 - a. Allow the student to remain in his/her present education placement at the attending district during the pendency of any special education due process hearing or judicial proceeding unless the resident district and the parents of the student agree otherwise;
 - b. Immediately notify the resident district if the attending district suspects that the student may have a disability and may need special education services;
 - c. Immediately notify the resident district if the student, whether he/she is a special education student or not, has engaged in conduct that may lead to a suspension or an expulsion;
 - d. Immediately notify the resident district of any complaint made by the parents of the student regarding the student's regular or special education program at the attending district.
 3. With respect to funding, the following shall apply:
 - a. The attending district shall claim the student's attendance and generate the first weight of State School Fund moneys as provided for under state interagency agreement policy;
 - b. The resident district shall report the student on the annual Special Education Child Count (SECC) and receive the second weight State School Fund moneys as provided for under state policy;
 - c. In addition to receiving the first weight of State School Funds, the attending district may receive from the resident district, for the above named student, additional funding beyond the first weight of State School Fund moneys, at the resident district's discretion, and as agreed upon by both the sending and receiving district, utilizing one of the following options:
 - (1) Reimbursement based on periodic billings representing actual costs;
 - (2) Lump sum payment in the amount of \$ _____ based on the proportional share of the attending district's total excess costs for special education;
 - (3) Lump sum payment in the amount of \$ _____ based on the total special education revenues received by the resident district (Second weight State School Fund moneys, plus the district per student amount of IDEA funds);
 - (4) Other - as agreed to below by both parties.

