

Interdistrict Mutual Agreement for Nonresident Admission

Agreement Terms

The resident district retains all responsibility for ensuring provision of FAPE (Free Appropriate Public Education) and the parents and child are afforded in special education rights and procedural safeguards under federal and state law, including:

1. Child find and initial evaluation if the resident district suspects that the child has a disability and needs special education;
2. Initiation of IEP meetings and the responsibility for the notification to parents of all initial and IEP review meetings;
3. Provision of a district representative at all IEP meetings;
4. Provision of IEP and placement that complies with all state and federal requirements;
5. Provision of prior written notice and notice of procedural safeguards when required;
6. Compliance with any stay put requirements that allow the child to remain in the present educational placement in the attending program unless the resident district and the parents agree otherwise;
7. Acting as the district of record for any special education due process hearing arising out of the student's placement or program.

The attending district agrees to:

1. Allow the child to remain in the present educational placement in the attending district during the pendency of any special education due process hearing unless the parents and resident district agree otherwise;
2. Immediately notify the resident district superintendent and special education director if the attending district suspects that the child may have a disability and may need special education service;
3. Immediately notify the resident district superintendent and special education director if the student, whether disabled or not, has engaged in conduct that may lead to suspension or expulsion;
4. Immediately notify the resident district superintendent and special education director of any complaint made by the parents regarding the student's regular or special education program at the attending district;

5. Provide the resident district with sufficient notice of date and time when the attending district would like to have an IEP meeting scheduled; and
6. Be responsible for implementing the IEP, to include extended school year (ESY) if the student qualifies.

With respect to funding the following shall apply:

1. The attending district shall claim the student's attendance and generate the first weight of state school funds as provided for under state interagency agreement policy (ORS 339.133(6), ORS 327.006(7)(a));
2. The resident district shall report the student on the annual Special Education Child Count (SECC) and receive the second weight state school funds as provided under state policy.
3. In addition to receiving from 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 funds, at their, the resident district's discretion and as agreed upon by both the sending and receiving district, utilizing one of the following options:
 - a. Reimbursement based on periodic billings representing actual costs.
 - b. Lump sum payment in the amount of \$ _____ based on the proportional share of the attending district's total excess costs for special education.
 - c. Lump sum payment in the amount of \$ _____ based on the total special education revenues received by the resident district (Second Weight State School Fund plus the district per student amount of IDEA funds).
 - d. Other as agreed to below by both parties.

