

Saint Helens School District 502

Code: **JECF-AR**
Adopted: 6/9/03
Readopted: 9/24/07
Orig. Code(s): JECF-AR

Interdistrict Transfer of Resident Students

The following procedure will govern consideration of a request by a student who resides within district boundaries and who is requesting district approval for a transfer, for reasons other than compliance with the No Child Left Behind Act of 2001, to attend school in another district:

1. A parent will request the release of his/her student by completing the appropriate district form;
2. A completed form must include the basis for the request and the signature of the Board chair or superintendent or designee of the district which the student seeks to attend;
3. The completed form must be submitted to the district office;
4. The Board chairman or superintendent or designee will grant or deny the request for release according to established Board policy criteria and notify the parent in writing of his/her decision;
5. If the release is granted, it will specify the length of the release or the condition or event which would cause the release to be terminated;
6. If the release is granted, the district will notify the nonresident district and make necessary arrangements for the transfer of the student's education records;
7. If the request is denied, parents will be notified of the right to appeal the decision to the Board, by sending a written request to the superintendent or designee;
8. The Board will hear the appeal at its next regularly scheduled Board meeting;
9. A final decision will be made by the Board following the Board hearing. The Board's decision will be communicated to the parent in writing;
10. All releases granted by the district will be limited to the school year in which the transfer is approved. Annual application will be required.

Public School Choice Transfer Requests

In the event there is not another school in the district for the student to transfer because all schools at a grade level are in school improvement, the district will, to the extent practicable, establish a cooperative agreement that would allow interdistrict transfers. If such an agreement is established, transfers to meet the public school choice requirements of NCLBA will be provided in accordance with established Board policy and administrative regulation.

Safe Public School Choice Transfer Requests

In the event a district school is identified by ODE as persistently dangerous, or a student has been a victim of a violent criminal offense while in or on the grounds of a school the student attends and there is not another school in the district for the student to transfer to, the district may develop an agreement with a neighboring district to accept transfer students. The development of such agreements is at the discretion of the district. Transfer approval will be in accordance with established Board policy and administrative regulation.

Record Keeping

A file of all interdistrict transfer requests will be maintained at the district office.

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), 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 for under state policy;
3. 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 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:

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 pays the district per student amount of IDEA funds);
4. Other as agreed to below by both parties.

Transfer for _____ school year.

Columbia County

Interdistrict Transfer Application

Under the authority of ORS 327.006 and the policies adopted by the Board of each participating school district,

_____ School District, Oregon and _____ School District, Oregon (herein referred to as "Resident District") (herein referred to as "Attending District")

Student's full Name: _____ Resident address _____ Phone _____ Current Grade _____ Date of Birth _____ School district of current residence _____ Transfer last year? Yes No Parent/Guardian name _____ Special needs: IEP Health TAG Other (ELL, etc...) _____ Describe special needs: _____ Reason for transfer request: _____

Be it known:

- Approval of inter-district transfer does not guarantee eligibility to participate in competitive interscholastic activities at the receiving school. Competitive eligibility is determined by Oregon School Activities Association (OSAA) rules.
• The aforementioned parent/guardian and student requesting inter-district transfer understand that transportation will not be provided by either the Resident District or the Attending District.
• A transfer student whose placement in the District becomes a detriment to the learning of other students because of disciplinary or attendance problems, or lack of continuous academic progress may have the transfer agreement revoked on the recommendation of the campus principal. Written notification of the transfer revocation shall be sent to the school district where the student resides.

Date

Parent/Guardian Signature

Be it also agreed:

- It is agreed that the Attending District shall be authorized to claim the aforementioned student as "Resident" for the purpose of State School Support Funding
• Any student admitted under this agreement, who is considered for expulsion or otherwise subject to the requirements for alternative education, shall be referred to the Resident district for information about available alternative program options. The Attending District shall have no responsibility for providing alternative education for the affected student.
• The Resident District shall retain all responsibility, financially or otherwise, for providing free appropriate public education, but, where applicable, the Attending District may develop Individual Education Plans (IEPs) with the assistance of the Resident District. All excess cost over and above State School Support Funds (as documented by the Attending District) shall be paid by the Resident District.
• The Attending District agrees to notify the Resident District of any change in status of the attendance of the aforementioned student.
• Said agreement is for the term of one year only.

Approved:

Resident District Superintendent Signature

Attending District Superintendent Signature