

**Gervais School District #1****TRANSFER OF RESIDENT STUDENTS**

Provided that both the attending & resident districts approve the transfer, the following shall apply.

Under the authority of ORS 339.125 and the policies adopted by the Board of each participating school district, referred to as "attending district" and "resident district" agree as follows:

1. The attending district agrees to admit the students listed on the "Mutual Agreement Form" who are residents of the resident district and provide them instruction and services as are provided by the attending district to its own students for the school year.
2. It is understood that the attending district shall claim State School Funds Moneys for the students listed in the "Mutual Agreement Form".
3. The attending district agrees to notify the resident district of any changes in the status of the students' attendance.
4. 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the student or the provision of a free appropriate public education, including a change in placement if the contract is rescinded;
  - f. Stay-put which allows the student to remain in his or 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 school district of record for any special education due process hearing or judicial proceeding arising out of the student's placement or program.
5. 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 or 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.
6. 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.
7. Contract  
If the needs of the student change substantially, the contract can be renegotiated.

**\*MUTUAL AGREEMENT – “RESIDENT / NON- RESIDENT PUPIL”**

“Resident Pupil” for the purposes of collecting State School Fund Moneys and this mutual agreement, shall be defined as a student whose legal residence is not within the boundaries of the district reporting the students but who attends school in the district with written consent of the affected school district boards.

**RESIDENT DISTRICT**

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

\_\_\_\_\_  
**Sending Superintendent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Attested By**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
*(optional) Parent/Guardian or Person in Parental Relationship*

\_\_\_\_\_  
*Date*

**ATTENDING DISTRICT**

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

\_\_\_\_\_  
**Receiving Superintendent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Attested By**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
*(optional) Parent/Guardian or Person in Parental Relationship*

\_\_\_\_\_  
*Date*

\* When both Boards pass resolution in agreement and district signatures are affirmed a mutual agreement has been reached.

## **Transfer Selection Process:**

Selection of resident students applying for transfer out of Gervais School District when a one-for-one basis is reached with another school district shall be as follows.

### **Initial Request Process**

When multiple K-12 students initially apply for limited openings the following steps shall be followed:

- The earliest transfer request date will determine the order of consideration for transfers out-of-district. The earliest date of an approved transfer request will be given first option to transfer out-of-district. Transfer requests for the following school year will be accepted beginning on the first Monday of March each year. All requests must be received no later than July 15.
- This method of selection will be followed for the number of openings available.
  - Transfer requests received on the same date will be determined by lottery.
  - Transfer requests that are approved shall be honored for the duration of one school year.
  - Transfer requests shall be considered by the Superintendent in August of each year.
  - Parents of resident transfer students must reapply annually to be considered for out-of-district transfer and must be approved by both the sending and receiving Superintendent to qualify for out-of-district transfer.
  - A high school student that is approved for his/her junior year for out-of-district transfer will automatically be approved for his/her senior year upon application to the sending Superintendent.
  - Initial transfer requests will only be considered after renewal transfer requests are approved.

### **Renewal Request Process**

- Transfer requests, once granted, will be renewed by the resident Superintendent. Renewal application must be submitted to the resident Superintendent no later than June 15<sup>th</sup> annually in order to qualify for renewal. Failure to submit renewal application by June 15<sup>th</sup> annually will result in renewal application denial.
- Successful completion of the transfer request is contingent upon approval by the attending district Superintendent.
- No additional transfer requests will be approved if the one-for-one exchange is exceeded.

- Priority for renewal will be given to the most senior transfer request as determined by District Office records. Application dates with the oldest request approved first and progressing accordingly until all renewals are approved up to the one-for-one exchange.
- Parents will be notified annually regarding the status of their transfer.
- Transfer renewal requests received on the same day shall be selected by lottery.
- Renewal transfer requests will be given priority over initial transfer requests in order of approval.

#### Other Considerations

- Transportation shall be the responsibility of the parent.
- An approved transfer granted to a student will not obligate the district to approve subsequent requests for another student in the same family.