

# Astoria School District 1C

Code: **JECB-AR(2)**  
Adopted: 8/12/99  
Revised/Readopted: 8/14/03; 2/08/17  
Orig. Code(s): JECB-AR

## Application for Nonresident Student Admission

Current School Year \_\_\_\_\_

Transfer Requested for school year \_\_\_\_\_

**For Office Use Only**

Student ID# \_\_\_\_\_

### Student Information

Legal Last Name \_\_\_\_\_ Legal First Name \_\_\_\_\_ Legal Middle Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ Apartment # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ (MM/DD/YY) Student Grade Level in [2016-2017] \_\_\_\_\_

Primary Phone of Parent/Guardian \_\_\_\_\_ Secondary Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Parent/Guardian Name (Person in Parental Relationship) \_\_\_\_\_

Is the student currently under expulsion?  Yes  No

If yes, what was the reason? \_\_\_\_\_

Is there a sibling of this applicant currently attending in this district?  Yes  No

If yes, name of sibling and school attending: \_\_\_\_\_

Has the child attended a public charter school in the district for three consecutive years, finished the highest grade possible in that school; and has not attended another school outside the district since the completing the highest grade?  Yes  No

Is, or was the student a resident of this district in the current school year?  Yes  No

If yes, please provide move/moving date: \_\_\_\_\_

Preferred School Placement \_\_\_\_\_

By signing below, I acknowledge that I have received, reviewed and agree to the **non-resident enrollment terms and conditions**.

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

### For Office Use Only:

Final Action of Nonresident District:  Approved  Denied  Lottery number \_\_\_\_\_

Reason for denial or comments: \_\_\_\_\_

Superintendent/Designee: \_\_\_\_\_ Date \_\_\_\_\_

# INTERDISTRICT MUTUAL AGREEMENT FOR NON-RESIDENT ENROLLMENT

## TERMS AND CONDITIONS

The parties to this agreement are the \_\_\_\_\_ School District (RESIDENT DISTRICT), the \_\_\_\_\_ School District (NON-RESIDENT), and the parent(s) or guardians(s) of the student identified herein, or the student if he or she is an adult student.

- I. The parties agree to the following terms and conditions listed relating to the admission of the following non-resident student: \_\_\_\_\_.
  - II. This agreement shall be effective when signed and approved by all parties for the remainder of the 20\_\_\_\_-20\_\_\_\_ school year, including the summer period if the student qualifies for the extended school year services.
  - III. The parties agree that the student shall be enrolled and shall attend school in the NON-RESIDENT DISTRICT for the remainder of the school year as provided under ORS 339.133 (7). The student shall remain as enrolled in the NON-RESIDENT DISTRICT for the remainder of the school year unless:
    - a. The NON-RESIDENT and RESIDENT SCHOOL DISTRICTS agree to terminate this agreement.
    - b. The parent or guardian transfers the student or the adult student transfers to another school district.
    - c. The parent, guardian or the adult student changes residence to another school district.
    - d. The NON-RESIDENT DISTRICT terminates this agreement due to issues related to unsatisfactory attendance, grades, academic progress, behavior and/or any other reason deemed sufficient by the Non-Resident District.
  - IV. Neither the RESIDENT DISTRICT nor the NON-RESIDENT DISTRICT shall be responsible for providing transportation to and from school to the student unless otherwise specified. Transportation arrangements will be as follows: To be provided by parent/guardian.
  - V. The RESIDENT DISTRICT and NON-RESIDENT DISTRICT must notify one another of:
    - a. Any parent/guardian complaint concerning the student's regular or special education program/services, educational placement or rights under the IDEA.
    - b. Any student conduct that may lead to suspension or expulsion.
    - c. Any issues related to behavior, health or a lack of progress towards IEP goals that may affect the NON-RESIDENT DISTRICT'S delivery of special education services.
    - d. Concerns that the student may have a disability and may need special education services.
    - e. 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.
  - VI. The NON-RESIDENT DISTRICT will claim the student as a resident student for the 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. 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 2<sup>nd</sup> weight of state school fund is directed to the NON-RESIDENT DISTRICT.  
Additional funding agreements may be documented on this agreement form as follows: None
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VII. The RESIDENT DISTRICT shall:

- a. Provide a complete photocopy of the student's educational and health records to the NON-RESIDENT DISTRICT.
- b. Retain all responsibility for ensuring that the student is provided a free, appropriate, public education in the least restrictive environment and that parent/guardians and the student are afforded all special education rights and procedural safeguards under state and federal law.
- c. Maintain responsibility for 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.
- d. Send a district representative to the student's IEP meetings initiated by the NON-RESIDENT DISTRICT. The RESIDENT DISTRICT shall send a representative who has authority to commit district resources and ensure that services in the IEP will be provided.
- e. Be responsible for prior written notice to the parent or guardians 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 Agreement is rescinded.
- f. Be the school district of record for a due process hearing or judicial proceeding arising out of the student's placement program.
- g. Allow the student to remain in his or her present educational placement at the NON-RESIDENT DISTRICT during the pendency of any special education due process hearing or judicial proceedings unless the RESIDENT DISTRICT and the parent/guardians of the student agree otherwise.

VIII. The NON-RESIDENT DISTRICT shall:

- a. Except as provided elsewhere in this agreement with respect to special education services and transportation, be responsible for the student's educational program and shall allow the student to participate in educational and extracurricular activities available at the NON-RESIDENT DISTRICT. However, the student's eligibility to participate in interscholastic activities may be restricted by requirements of the OSAA or other approved interscholastic organizations.
- b. Provide an eligible special education student with all services in the student's IEP, except as provided elsewhere in this agreement with respect to transportation, and shall confer to the student all right and procedural safeguards under the Individuals with Disabilities Education Act (IDEA).
- c. Be responsible for providing extended school year services to the student if he or she qualifies.
- d. Initiate IEP meetings and shall provide the RESIDENT DISTRICT with notice of the date, time and location of any IEP meetings for the student. The NON-RESIDENT DISTRICT shall send a representative who has authority to commit district resources and ensure that services in the IEP will be provided.
- e. No later than June 1<sup>st</sup> of the last school year at the elementary and middle school levels, notify the student's parent or guardian or the adult student that the Inter-District Mutual Agreement for Non-Resident Enrollment will terminate at the end of the school year and shall inform the parent or guardian or adult student of the right to apply for a new Agreement for the next school year.
- f. Assist the RESIDENT DISTRICT in its participation in any special education due process hearing or judicial proceeding arising out of the student's placement or program in the NON-RESIDENT DISTRICT.
- g. Allow the student to remain in his or her present educational placement at the NON-RESIDENT DISTRICT during the pendency of any special education due process hearing or judicial proceeding unless the RESIDENT DISTRICT and the parent/guardians of the student agree otherwise.