

**Banks School District 13**

Code: JECB-AR(2)  
Adopted: 7/10/00

**<sup>1</sup>Consent Agreement Regarding Admission of Nonresident Student \*\***

Pursuant to ORS 327.006, **Banks School District** and “**other district**” **School District** hereby reach agreement that “**student**,” who resides at “**address**,” may be admitted to **Banks School District** pursuant to this agreement despite the fact that the student’s legal residence is not within the boundaries of **Banks School District** but is, in fact, in the boundaries of “**other district**” **School District**. The student would like to complete the [2000-01] school year at **Banks “other school” School**.

**Banks School District** shall recover the costs of the student’s education directly from State School Fund moneys.

DATED this \_\_\_\_\_ of \_\_\_\_\_ [20] \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Superintendent \_\_\_\_\_ Banks School District

By: \_\_\_\_\_ [ \_\_\_\_\_ ] School District

Title: \_\_\_\_\_ Board Chairman/Superintendent or Designee

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. Childfind, 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the student or the provision of a free appropriate public education, including a change in placement if the contract is rescinded;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.
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 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.

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