

# Pendleton School District

## Request for Nonresident Student Admission – Inter-district Transfer Form

Current Date: \_\_\_\_\_ Requested Date and/or School Year for Transfer to Take Effect: \_\_\_\_\_

School District Where Student Currently Resides (Resident District): \_\_\_\_\_

\_\_\_\_\_  
Superintendent/Designee) Signature of Release from Resident District

\_\_\_\_\_  
Date

District Requesting Transfer to: \_\_\_\_\_ Request: \_\_\_ Initial \_\_\_ Continuing

\_\_\_\_\_  
Student's Legal Last Name

\_\_\_\_\_  
Legal First Name

\_\_\_\_\_  
Legal Middle Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Apartment Complex

\_\_\_\_\_  
Apartment #

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Enrolled Grade [as of the requested transfer date]

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

\_\_\_\_\_  
Secondary Phone

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

Is the student currently under expulsion or suspended pending an expulsion review?  Yes  No

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

Expelled from which district: \_\_\_\_\_

I hereby certify the information I have provided is true and I understand that falsely responding to any of the questions herein will result in denial and/or revocation of this application. If my student is admitted, I hereby authorize the release of his/her educational records to the requested attending district stated above and certify that I am the parent or guardian in legal custody of the student.

Furthermore, I understand that if my student receives an inter-district transfer approval, he/she will be admitted pursuant to the attending district's board policy. Students will be expected to abide by the attending district's code of conduct, attendance, and academic standards. Students who fail to meet expectations may have their transfer revoked, at any time, at the sole discretion of the attending district's superintendent or designee. The decision to revoke the transfer is final and not subject to School Board review.

I understand that, unless otherwise stipulated, transportation to and from school is not included in this agreement.

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

For Office Use Only:

Final Action of Nonresident District:  Approved  Denied  Wait list  Lottery number

Reason or comments: \_\_\_\_\_

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

## TERMS AND CONDITIONS

1. The parties to this agreement are the resident school district, the attending school district, the parents or guardians of the student(s) identified herein, or the student if he or she is an adult or emancipated student.
2. This agreement shall be effective when signed by all parties and shall continue for the remainder of the school year, including the summer period if the student qualifies for extended school year services under their IEP. However, should the student fail to maintain minimum academic, behavioral, or attendance standards established by the attending school/district, the transfer approval may be revoked at any time at their discretion.
3. The parties agree that the student shall be enrolled and shall attend school in the attending school district for the remainder of the school year as provided under Oregon Law. The student shall remain as enrolled in the attending school district for the remainder of the school year unless: (a) one or both school districts agree to terminate this agreement, (b) the parent or guardian transfers the student or the adult student transfers to another district, a private school, or a charter school other than the resident school district, or (c) the parent, guardian or the adult student changes residence to another school district.
4. Except as provided below with respect to special education services and transportation, the attending district shall be responsible for the student's educational program.
5. The student's eligibility to participate in interscholastic activities may be restricted by requirements from the OSAA or other approved interscholastic organizations.
6. Neither the attending district nor the resident district shall be responsible for providing transportation to and from school to the student unless the student is entitled to receive transportation as a related service under the student's IEP.
7. This application must be renewed on an annual basis. It is the parent, guardian, or adult student's responsibility to make application in a timely manner in accordance with both the attending and resident districts' timelines. The resident and requested attendance area school will make known in policy when applications are to be submitted.
8. If the student is eligible for special education services, the attending district shall provide the student with all services in the student's IEP and shall confer to the student all rights and procedural safeguards under the Individuals with Disabilities Education Act (IDEA). The resident district shall remain responsible for assuring that the student is provided a free, appropriate education in the least restrictive environment (FAPE in the LRE).
9. The attending district shall provide the resident district with notice of the date and time of any IEP meetings for the student, and the resident district shall send a representative to the meetings. Both the resident district and the attending district shall send representatives who have authority to commit district resources and ensure that services in the IEP will be provided.
10. The attending district shall be responsible for providing extended school year services to the student if he or she qualifies for such services.
11. The districts must immediately notify one another of any complaint concerning the student's special education services, educational placement or rights under the IDEA; any behavioral or health issue that may affect the attending district's delivery of special education services; 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
12. The resident district and attending district must mutually agree to any settlement of a due process complaint or complaint under OAR 581-015-2030 that is filed on behalf of the student.
13. If a due process hearing complaint or complaint under OAR 581-015-2030 is filed on behalf of the student, the attending district has the responsibility to defend its actions and pay the costs of the proceeding.
14. The attending district may claim the student as a resident student for 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. In order to receive IDEA Part B flow through funds, 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 2nd weight of state school fund is directed to the attending district. Other funding agreements may be agreed to as outlined below or in addition to the terms of this agreement.
15. If the student is entitled to receive transportation and other services which may increase, substantially, the attending district's costs to serve the student, the resident and attending district will collaborate on cost sharing methods.