

POLICY 26

**SPECIAL EDUCATION STUDENT MOVEMENT
BETWEEN LOCAL EDUCATION AGENCIES**

*Adopted by Superintendents' Council 6/2/03
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SONOMA COUNTY SELPA

SPECIAL EDUCATION STUDENT MOVEMENT BETWEEN LOCAL EDUCATION AGENCIES

There are five types of special education student movement between local education agencies.

1. An IEP team placement in another district's special education program. This is referred to as an "IEP team placement out of district," not an interdistrict transfer. It is initiated by the district of residence, not the parent.
2. An IEP team placement in a regional operator's special education program. A regional operator provides a program for certain disability categories that is available to all districts within the SELPA.
3. Interdistrict transfer agreements made between districts, initiated by parent request.
4. Establishment of residency within a school district where either parent/guardian is employed. An interdistrict transfer agreement is initially required.
5. Enrollment in a charter school. Charter school laws place all responsibility for special education students upon the charter school/chartering school district, regardless of the residence of the student. This policy does not address charter school placements.

IEP Team Placement Out of District

As part of the Sonoma County SELPA's efforts to coordinate the provision of a full continuum of special education service options, and as a means of ensuring that students with disabilities receive a free and appropriate public education (FAPE) in the least restrictive environment, districts may enter into agreements whereby students may be placed in another district's special education program when deemed appropriate by the IEP team of the district of residence.

When students require special education placement in programs other than those operated by their district of residence, or are being transferred back to their district of residence, placement shall be made in an appropriate program through a coordinated IEP team meeting involving the district of residence and the district of service. While the procedure outlined below emphasizes the importance of cooperation and collaboration, and while it is incumbent upon the district of service to execute its responsibility as if it were the district of residence, it is understood that in all cases where a child is placed out of his/her district of residence, ultimate responsibility for placement, program, and due process issues remain with the district of residence.

The administrator, or designee of the district of residence shall:

1. Ensure that all of the following data is accurate and present for review:

Student Name
 Birth Date
 Parent Names
 Address
 Phone Number(s)

All medical and/or health and developmental assessment information must be current. Academic assessments will have been conducted within the previous 12 months and a psychological evaluation within two years. If a student is due for a three-year evaluation within five months of the impending transfer, the district of residence must have completed all psychological and academic assessments prior to the student's entry into the district of service's program, unless otherwise agreed in writing by the districts.

2. Notify the administrator or designee of the potential district of service of the request to consider a student for placement, and provide an opportunity for a staff member from the potential district of service to observe the pupil in question.
3. Provide copies of all assessment reports and IEPs to appropriate staff of the district of service at least three days in advance of the scheduled joint IEP team meeting.
4. Coordinate the opportunity for parents to visit potential program placements. This opportunity and option should only be discussed with the parent/guardian after the potential district of service has consented to such potential option.
5. At the appropriate time, coordinate the scheduling and notification of parents and staff members of both districts of the joint IEP team meeting.
6. Coordinate with the district of service, the arrangements for the transportation of the student to the new school. In all cases, the district of residence is financially responsible for all transportation costs.
7. Conduct the joint IEP team meeting and assume all of the duties described for IEP team meetings.
8. Forward all relevant student records to the district of service as soon as possible after the joint IEP team meeting.

9. Attend annual IEP meetings when significant issues regarding service needs and/or change of placement are being considered. Also attend when specifically requested by either the parent or the district of service. Parents will be notified in writing that upon placement in another district, the district of service will generally be the designated representative of the district of residence and therefore a representative of the district of residence will not typically attend IEP meetings except as noted above. However, parents will be notified that they may request attendance of the district of residence at IEP meetings.

When exploring the possible placement of a student in another district, it is the district of service in consultation with the district of residence who makes the determination of whether the district of service can offer a free, appropriate public education and implement the appropriate IEP within its program. With such authorization from the district of service, the district of residence may then make a formal offer of placement to the parents. The administrator or representative of the district of service shall attend the IEP in which the offer is made.

Should the parents/guardians decline the offer, the district of service shall not be a party to any future dispute between the district of residence and the parents/guardians on the issue of appropriate placement. However, it is understood that district of service may be called as a witness in any such dispute.

If an IEP team does agree to place a child in a program offered by another district, the administrator or designee of the district of service shall:

1. Conduct and be responsible for all IEP meetings while the student is in the district's program.
2. Provide notice to the district of residence of all IEP meetings and maintain communication with the district of residence regarding the status of the student.
3. Request attendance of the district of residence at IEP team meetings when significant changes in services or placement are being considered or when a lack of accord is anticipated.
4. Be the authorized administrative representative for the district of residence during the student's placement in the district of service and shall act and make decisions/offers in the absence of the representative of the district of residence.
5. Be responsible for full implementation of the agreed upon IEP.
6. Receive funding as set forth in the agreement between the district of residence and the district of service. In the event that the IEP team subsequently considers services or placement not contemplated within the agreed upon fee structure, the district of service and the district of residence shall meet to determine a course of

action. By mutual agreement, the district of residence and district of service may agree to change the fee arrangement to address any increase in cost of services/placement. In the event there is no agreement, the educational agency asking the decision to change services shall be responsible for any increase in costs associated with the decision.

7. Provide as much notice as possible to the district of residence if the district of service believes that it no longer can offer an appropriate program and/or placement.
8. Should the district of service determine the possible need for more intensive services or intensive placement during the course of the school year, the administrator responsible for special education from the district of residence will be contacted to develop a plan of action. Any IEP meetings held to consider a change in placement or services will include representatives of both districts at such meetings. The district of residence remains the authorizing school agency and will be responsible for any additional costs for the remainder of the school year except as noted in #6 above.

The above activities and responsibilities are considered as minimum requirements. The district of service may require additional steps or documents unique to the program needs. Such terms shall be set forth in writing.

Upon conclusion of the joint IEP team meeting referenced above and prior to the placement of the student, an "IEP Team Placement Out of District Agreement" form will be developed and signed by the authorized representatives of the two districts. This form will be reviewed annually to coincide with the IEP placement decision unless the two districts agree to a shorter time frame. The terms may change by mutual consent of the educational agencies.

The district of residence is fiscally responsible for all costs associated with the education of the student with a disability placed in another district by IEP team decision except as noted in #6 above. Transfer of funds from the district of residence to the district of service will not occur without completion of the "IEP Team Placement Out of District Agreement."

The "IEP Team Placement Out of District Agreement" will address the following:

1. The receipt of the revenue limit ADA funding by the district of service.
2. The responsibility for all funding of transportation services by the district of residence.
3. The transfer of funds from the district of residence to the district of service based upon the approved SELPA District Fee for Service policy. Such amount will be

specified in the agreement. In the event of placement for less than a school year, a daily rate shall be established based on 180 school days and prorated for the number of days of attendance.

4. An agreement to comply with the responsibilities of the respective districts contained in this policy.

If the IEP decision is to place the student in a SCOE, nonpublic school, or a placement in a different district during the school year, the agreement will be terminated and program responsibility will revert to the district of residence at the time of transfer to the new placement. Funding from the district of residence to the district of service shall cease.

IEP Team Placement in a Regional Program

As part of the Sonoma County SELPA's efforts to coordinate the provision of a full continuum of special education service options, and as a means of ensuring that students with disabilities receive a free and appropriate public education (FAPE) in the least restrictive environment, districts may enter into agreements whereby students may be placed in a regional special education program when deemed appropriate by the IEP team of the district of residence.

When students require special education placement in programs other than those operated by their district of residence, or are being transferred back to their district of residence, placement shall be made in an appropriate program through a coordinated IEP team meeting involving the district of residence and the regional program operator. While the procedure outlined below emphasizes the importance of cooperation and collaboration, and while it is incumbent upon the regional program operator to execute its responsibility as if it were the district of residence, it is understood that in all cases where a child is placed out of his/her district of residence, ultimate responsibility for placement, program, and due process issues remain with the district of residence.

The administrator, or designee of the district of residence shall:

1. Ensure that all of the following data is accurate and present for review:

Student Name

Birth Date

Parent Names

Address

Phone Number(s)

All medical and/or health and developmental assessment information must be current. Academic assessments will have been conducted within the previous 12 months and a psychological evaluation within two years. If a student is due for a three-year evaluation within five months of the impending transfer, the district of residence must have completed all psychological and academic assessments prior

- to the student's entry into the regional operator's program, unless otherwise agreed in writing by the school agencies.
2. Notify the administrator or designee of the potential regional program operator of the request to consider a student for placement, and provide an opportunity for a staff member from the potential regional program operator to observe the pupil in question.
 3. Provide copies of all assessment reports and IEPs to appropriate staff of the regional program operator at least three days in advance of the scheduled joint IEP team meeting.
 4. Coordinate the opportunity for parents to visit potential program placements. This opportunity and option should only be discussed with the parent/guardian after the potential regional program operator has consented to such potential option.
 5. At the appropriate time, coordinate the scheduling and notification of parents and staff members of both the district of residence and the regional program operator of the joint IEP team meeting.
 6. Coordinate with the regional program operator, the arrangements for the transportation of the student to the new school. In all cases, the district of residence is financially responsible for all transportation costs.
 7. Conduct the joint IEP team meeting and assume all of the duties described for IEP team meetings.
 8. Forward all relevant student records to the regional program operator as soon as possible after the joint IEP team meeting.
 9. Attend annual IEP meetings when significant issues regarding service needs and/or change of placement are being considered. Also attend when specifically requested by either the parent or regional program operator. Parents will be notified in writing that upon placement in a regional program, the regional program operator will generally be the designated representative of the district of residence and therefore a representative of the district of residence will not typically attend IEP meetings except as noted above. However, parents will be notified that they may request attendance of the district of residence at IEP meetings.

When exploring the possible placement of a student in a regional program, it is the regional program operator in consultation with the district of residence who makes the determination of whether the regional program operator can offer a free, appropriate public education and implement the appropriate IEP within its program. With such authorization from the regional program operator, the district of residence may then make

a formal offer of placement to the parents. The administrator or representative of the regional program operator shall attend the IEP in which the offer is made.

Should the parents/guardians decline the offer, the regional program operator shall not be a party to any future dispute between the district of residence and the parents/guardians on the issue of appropriate placement. However, it is understood that the regional program operator may be called as a witness in any such dispute.

If an IEP team does agree to place a child in a program offered by a regional program operator, the administrator or designee of the regional program shall:

1. Conduct and be responsible for all IEP meetings while the student is in the regional program.
2. Provide notice to the district of residence of all IEP meetings and maintain communication with the district of residence regarding the status of the student.
3. Request attendance of the district of residence at IEP team meetings when significant changes in services or placement are being considered or when a lack of accord is anticipated.
4. Be the authorized administrative representative for the district of residence during the student's placement in the regional program and shall act and make decisions/offers in the absence of the representative of the district of residence.
5. Be responsible for full implementation of the agreed upon IEP.
6. Receive funding as set forth in the agreement between the district of residence and the regional program operator. In the event that the IEP team subsequently considers services or placement not contemplated within the agreed upon fee structure, the regional program operator and the district of residence shall meet to determine a course of action. By mutual agreement, the district of residence and regional program operator may agree to change the fee arrangement to address any increase in cost of services/placement. In the event there is no agreement, the educational agency making the decision to change services shall be responsible for any increase in costs associated with the decision.
7. Provide as much notice as possible to the district of residence if the regional program operator believes that it no longer can offer an appropriate program and/or placement.
8. Should the regional operator determine the possible need for more intensive services or placement during the course of the school year, the administrator responsible for special education from the district of residence will be contacted to develop a plan of action. Any IEP meetings held to consider a change in

placement or services will include representatives of both the district of residence and the regional program operator at such meetings. The district of residence remains the authorizing school agency.

The above activities and responsibilities are considered as minimum requirements. Each regional program operator may require additional steps or documents unique to the program needs. Such terms shall be set forth in writing.

Upon conclusion of the joint IEP team meeting referenced above and prior to the placement of the student, an "IEP Team Placement in a Regional Program Agreement" form will be signed by the authorized representatives of the district of residence and the regional program operator as part of the referral packet. This form will be automatically renewed annually so long as the student continues to be a student of the regional program. However, in accordance with the agreement, terms may change by mutual consent of the educational agencies.

The district of residence is fiscally responsible for all costs associated with the education of the student with a disability placed in a regional program by IEP team decision. Transfer of funds from the district of residence to the regional operator will not occur without completion of the "IEP Team Placement in a Regional Program Agreement." This Agreement will specify the amount to be paid by the district of residence.

The criteria for the establishment of fees by regional operators shall be reviewed by the Finance Committee and approved by the Superintendents' Council prior to the levying of fees.

The "IEP Team Placement in a Regional Program Agreement" will address the following:

1. The receipt of all sources of funding by the district of residence according to the Fee for Service Model for SCOE 6-22 and Preschool Program policy.
2. The distribution of all sources of funding to the district of residence and/or the regional program operator according to the criteria adopted by the Superintendents' Council for all other regional programs.
3. The responsibility for all funding of transportation services by the district of residence.
4. The transfer of funds to cover the fee from the district of residence to the regional program operator based upon the approved criteria for the establishment of fees by regional operators.
5. An agreement to comply with the responsibilities of the respective districts contained in this policy.

If the IEP decision is to place the student in a nonpublic school or another placement during the school year, the agreement with the regional operator will be terminated and program responsibility will revert to the district of residence at the time of transfer to the new placement. Funding from the district of residence to the regional operator shall cease.

Interdistrict Transfer Agreements

State law provides two systems for parents/guardians to unilaterally request approval to attend school in a district other than their district of residence. District policies and regulations set forth the format and criteria for interdistrict attendance and the system applicable to each district. Such policies set forth the terms and conditions by which a district may approve such agreements and the terms and conditions for revocation. Such policies further provide that all transportation is the responsibility of the parent/guardian.

In brief the two types of interdistrict attendance agreements are:

- A. Agreements pursuant to Education Code Sections 46600-46611
- B. District of choice pursuant to Education Code Sections 48209-48209.17

Upon receipt of a parent/guardian's written request for an interdistrict transfer, the potential receiving district shall provide a copy of its applicable policies and procedures to the parent/guardian. The potential receiving district shall then evaluate the application of a student with disabilities in accordance with the district's board policies and regulations and applicable law.

It is understood that a significant issue for all districts is enrollment capacity and therefore each district is encouraged to establish a process by which enrollment capacities are established on an annual basis for all programs (including general and special education) and grade levels.

In accordance with a district's policies and procedures, a potential receiving district may consult with the district of residence to obtain/confirm relevant information regarding the needs of a student.

A potential receiving district may make a determination of whether it has capacity to accept a student, but such review must be done in accordance with the district's policies and procedures and state law.

Parent/guardian requests that are denied by either district shall be acted on in accordance with applicable policy and law.

If a request for interdistrict attendance is approved by both districts, a written agreement, developed by the two districts, shall confirm the terms and conditions of the interdistrict attendance and the terms/conditions for revocation and renewal. It is understood that the

nature of these agreements may vary depending upon the applicable Education Code provisions and each district's policies and procedures.

Upon final approval of the interdistrict permit by both parties, the receiving district will assume all responsibilities of the district of residence (except for transportation costs, which are the responsibility of the parent/guardian) and shall be fiscally and legally responsible for all costs associated with the student. The receiving district shall be entitled to all applicable revenue associated with the student. Transportation and related costs shall be the responsibility of the parent/guardian.

The responsibilities of the receiving district shall remain in place unless or until the interdistrict attendance agreement expires, is not renewed, or is revoked in accordance with applicable law and district policies and regulations.

Approval of an interdistrict transfer agreement by the district of residence for a student with a disability does not constitute an acknowledgement that its placement and services are inappropriate.

During the course of an approved agreement, and separate from the approval process, the receiving district may seek financial assistance from the district of residence. If an agreement is reached, it will be confirmed in writing between the school agencies.

If an interdistrict transfer agreement is revoked during the school year for a student, the district of service will notify the district of residence.

When a student attending a district on an interdistrict transfer agreement as a general education student is subsequently referred for special education, the district of service is responsible for all issues, including assessment and eligibility determination. If determined eligible for special education, the district of service will assume all fiscal and program responsibility during the term of the agreement.

The denial, revocation, or non-renewal of an interdistrict transfer agreement for a student that receives special education services is subject to federal law, state law, and applicable district policies.

Establishment of Residency Based on Parent Employment pursuant to Education Code 48204(f)

A parent may establish residency for purposes of student attendance in a district by virtue of the location of the parent/guardian's place of employment. This is applicable to all elementary age students and is subject to the conditions and provisions of Education

Code Section 48204(f). Transportation and related costs, however, are the responsibility of the parent/guardian.

The school district in which the parent/guardian is employed may disallow the transfer of the student with a disability if the district determines that the additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.

Once residency is established on the basis of parent/guardian employment within the district boundaries, the student does not have to reapply in the next school year to attend a school within that school district unless the district subsequently determines that the additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.

Once the authorization to attend has been approved by both sending and receiving districts, the district in whose boundaries the parent/guardian is employed is fiscally responsible for all costs associated with the education of the student with a disability (except transportation) unless the school agencies agree otherwise.

General Provisions

1. Fiscal Responsibility for Litigation Expenses

In the event that two or more districts are named as respondents in special education disputes, compliance issues, and/or due process litigation that may result in expenses (e.g., attorneys' fees, compensatory services, reimbursement to parents per a settlement agreement or a due process order, etc.), the parties shall meet to determine how to allocate such anticipated expenses. The educational agencies may select their own legal counsel or share, depending on the conflict of interest rules. In the event that the agencies are not able to reach agreement on how to allocate such expenses, the agencies may access the services of a SELPA designated committee. A SELPA committee chaired by the SELPA Director and composed of members not associated with the dispute/litigation will review the facts of the case, applicable policies and assign a reasonable share of costs to each agency.

2. Dispute Resolution

In the event of a disagreement between districts regarding fiscal and/or program responsibility for students who move from one district to another, the dispute resolution section of the Local Plan (Section 12-13.B.4.a) will apply.

3. Extended School Year

The elementary district is responsible for all costs associated with the Extended School Year program for a student matriculating from an elementary district to a high school district in the fall.