

## Responsibility for ND Students with Disabilities Educated in Non-Resident Districts

Factors to be Compared	Open Enrollment	Tuition-Agreement	Student Contract
<b>Residency</b>	Student acquires a new school resident district, no longer a relevant issue unless student is a special education student. Open enrollment policy in 15.1-31-04 requires payment by resident district for providing special education and related services to the student. No contract is developed. The resident district is invoiced for services delivered.	Education remains responsibility of the school district of residence. Provision of service is provided by educating district. Payment for tuition is waived through development of a tuition agreement. Third party provider (special education unit) pays or provides for special education and related services.	Education remains responsibility of the school district of residence. Service provided by educating district through a contract for services (tuition agreement).
<b>Educating District</b>	Receives all elements of state aid. Excess costs of providing special education and related services billed to resident school district. 15.1-31-04.	A shared services payment from special education unit is received to offset tuition-waived costs. Educating district receives state aid payment.	Negotiates and approves student contract for provision of special education and related services. Educating district receives state aid payment.
<b>Duration</b>	Ongoing from point of enrollment until child graduates or parent moves out of resident district. IEP annually reviewed.	For duration of needed services specified in the child's IEP. Annual review of contract/tuition agreement.	For duration of needed services specified in the child's IEP. Annual review of contract/tuition agreement.
<b>Responsibility for Payment for costs of education</b>	None if child does not have disability. Excess costs are paid if child has a disability.	Shared by districts participating in unit.	All costs after state aid payment is credited to contract are billed to resident district as a contract cost.
<b>Appeal Options/Recourse</b>	None unless excess costs exceed 4 times average cost. If in excess of this amount, may apply to state for payment of 68% of costs	Negotiated agreement. Final say w/ district of residence. May choose to serve in resident district or some other placement .	Negotiated agreement. Final say w/ district of residence.
<b>IEP - Responsibility</b>	Responsibility for development of IEP rests with the serving district.	Responsibility for development of IEP rests with the serving district. School district of residence assumes responsibility for excess costs of providing special education and related services.	Responsibility for development of IEP rests with the serving district. School district of residence assumes responsibility for excess costs of providing special education and related services.
<b>IEP – Participation</b>	Serving district assumes responsibility for IEP. The resident district may be invited, if the serving district so chooses.	IEP team must include both the resident and serving districts.	IEP team must include both the resident and serving districts.
<b>Student Records</b>	Student records are the property and responsibility of the serving district. This includes assignment of the student's performance for AYP purposes.	Under FERPA, district of residence must maintain cumulative records/ permanent file for students, regardless of where the student graduates. Copies of records are kept by the serving district.	Under FERPA, district of residence must maintain cumulative records/ permanent file for students, regardless of where the student graduates. Copies of records are kept by the serving district.