

Instructions for Student Placed for Education in an Out of State/Public/Private School

The enclosed application/contract is to be used whenever a student is placed for purposes other than education in a private school or an out-of-state public or private school according to NDCC 15.1-29-14.

Once the school district of residence is notified of the placement by the placing agency, these forms will then be sent to the school district of residence.

- 1) The administrator of the school district of residence must prepare **three** copies of the contract by completing pages 1 and 2 and appropriate parts of the contract section on page 3; sign the form; and send **three** signed copies to the administrator of the receiving school. **Current IEP information must be uploaded into TIENET by the resident special education unit or resident school district.**

By completing the form and signing it, the school district of residence is indicating its responsibility for timely payment of all costs as indicated in the contract. The school district of residence through their special education unit will then be reimbursed by the Department of Public Instruction for education and related services costs for an amount for the school year as calculated in Section 4 on page 3 of the contract.

- 2) The administrator of the receiving school will complete Section 3 of the contract on page 3; sign Section 2 of the form; and send three completed, signed copies to the school district of residence for final completion.
- 3) The administrator of the school district of residence will then complete Section 4 and submit the three completed, signed copies to the Office of Special Education, Department of Public Instruction, 600 E Blvd Ave., Dept. 201, Bismarck ND 58505-0440, along with the required IEP information for review.
- 4) The Superintendent of the Department of Public Instruction will approve the contract and one copy will be sent to the resident unit and one to the educating unit/facility.

The contract indicates the following:

- 1) School district of residence cost liability for the school year as calculated on page 3 of the contract.
- 2) Third party payments (gifts, payments from SSI, or other agency funds) collected for the education and related services of the student will be itemized on page 3.
- 3) The school district of residence will make all payments to the receiving school, including special education and related services payments, according to the timeline indicated in the contract.
- 4) Reimbursement will be made to the school district of residence through their special education unit by the Department of Public Instruction. Reimbursement for the excess educational costs will be made by the Department of Public Instruction on a monthly basis or in the final reimbursement payment to the special education unit in which the school district of residence is a member.



PUBLIC/PRIVATE SCHOOL CONTRACT
(Placed for Purposes other than Education)
 NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION
 OFFICE OF SPECIAL EDUCATION
 SFN 16927 (04/2013)

Return to:
 Department of Public Instruction
 Office of Special Education
 600 E. Boulevard Ave., Dept. 201
 Bismarck, ND 58505-0440

This contract should be used when a student is placed for purposes other than education (NDCC 15.1-29-14) in an in-state private school or an out-of-state public or private school.

1. Applying School District of Residence		2. Administrator	
Address		Administrator's Telephone Number	
3. School District of Residence's Special Education Unit		4. Student's Name	Student ID Number
Address			
5. Period of Service _____ to _____ and indicate <input type="checkbox"/> ESY or <input type="checkbox"/> Regular		6. Amendment Date	
7. Receiving School		8. Administrator	
Address		Administrator's Telephone Number	
9. Receiving Residential Facility/Receiving Special Education Unit		10. Administrator	
Address		Administrator's Telephone Number	
If receiving school district personnel <u>did not</u> attend IEP planning meeting, describe how they were involved in the development of the IEP.			
A. A copy of the IEP on file in the school district of residence? <input type="checkbox"/> Yes <input type="checkbox"/> No Do the parents have a copy of the IEP? <input type="checkbox"/> Yes <input type="checkbox"/> No If "NO", were they offered a copy of the IEP? <input type="checkbox"/> Yes <input type="checkbox"/> No			
12. Transportation of a student is the responsibility of the school district of residence.			
13. Payment of boarding care costs is the responsibility of the school district of residence and reimbursement for boarding care costs shall be made to the school district of residence through their special education unit by the Department of Public Instruction. Reimbursement will be made according to the rules and regulations of the Department of Public Instruction to the school district of residence, through their special education unit, from state special education funds at a rate established by the Department of Public Instruction. (Application for boarding care should be made on Boarding Care Application, SFN 10301, and reimbursement for boarding care on Boarding Care Reimbursement Request, SFN 10302, both forms are available from the Department of Public Instruction.)			

Payment by the School District of Residence shall be made to the boarding care facility in installments as follows:

Section 1

THIS CONTRACT is effective as of this ____ day of _____, 20__, by and between the SCHOOL BOARD OF _____, hereinafter referred to as party of the first part and the SCHOOL BOARD of _____, hereinafter referred to the party of the second part.

WHEREAS, the second party is a nonsectarian, nonprofit corporation, or public school district out of state, operating as a fully accredited, elementary and high school facility for the education of students with disabilities; and

WHEREAS, first party has within its district a student with disabilities by the name _____ who is disabled as defined in Chapter 15.1-32 of North Dakota Century Code and is placed for purposes other than education (NDCC 15.1-29-14).

THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between parties hereto as follows:

The first party shall contract with the second party for the education of a student qualified under the section and to pay, therefore, an amount for the school year equal to the total cost of this contract. The first party, through their special education unit, will be reimbursed by the Department of Public Instruction for education and related services costs for an amount for the school year in excess of the state average per pupil elementary or high school cost, provided that amount does not exceed the cost of education of the student.

That first party is responsible to cause an IEP to be developed for the student.

That second party shall educate _____ appropriately under the individualized education plan developed by a team representing staff of second party and first party, as well as the parent or guardian of the student.

Signatures on this contract attest specifically to the completion of an IEP for the disabled student which has been approved by the parents and the contracting schools. The IEP is available to both parties and to the parents.

That first party will be responsible for arranging for participation of first party personnel in IEP planning meetings and for maintaining contact with second party and parents during the year.

Section 2

The second party shall keep and provide first party with attendance records for _____ and in the event that this student attends the school operated by second party for a period less than a school year, then and in that event, first party will be liable only for the period of time this student was in attendance.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

RESIDENT SCHOOL BOARD APPROVAL

School District of Residence		
President Signature	Business Manager Signature	Date

RECEIVING SCHOOL APPROVAL

Admitting School District	
Administrator Signature	Date

SUPERINTENDENT OF PUBLIC INSTRUCTION APPROVAL

Approval of the curriculum and foregoing contract is hereby given, effective as of the ____ day of _____, 20__ under authority of Section 15.1-29-14 of the North Dakota Century Code.

State Superintendent of Public Instruction
--

