

TITLE: ADMISSION OF NON-RESIDENT STUDENTS CODE: JECB

ADMISSION OF NON-RESIDENT STUDENTS

The superintendent of the Barre Town School District may admit individual students who live outside of the limits of the district on the following basis:

- 1.0 Parents or guardians must file a timely written request for the student to attend the Barre Town School District with the Superintendent of Schools prior to admission. The request must state the reasons for the request and indicate a willingness to pay the approved tuition rate. In all but unusual circumstances, the request must be received by the superintendent at least ten (10) days in advance of the beginning of the semester for which admission is sought.
- 2.0 The superintendent will discuss the request with the principal and notify the person making the request of his/her decision. If the request is granted, the superintendent will notify the person making the request of the tuition rate, of district billing procedures, and the district's policy on transportation.
- 3.0 Tuition payments by private individuals are to be made with 1/2 paid at the time of enrollment, and 1/2 due on the first day of second semester. Payment shall be made by check in favor of the Barre Town School District. The cancelled check shall serve as proof of payment.
 - 3.1 The school system will not refund payments except for extraordinary reasons as determined by the superintendent.
 - 3.2 The only exceptions to this payment schedule shall be tuitions paid by a school district or a government agency.
- 4.0 Tuition may be waived by the superintendent for 20 school days in cases where the parent shows good intention to establish residence in the Barre Town District prior to school opening in the fall but is unable to do so due to circumstances beyond their control, or when a parent is a resident but is required to move outside the Town before the end of the school year.
 - 4.1 Tuition waivers of more than 20 school days must be approved by the Superintendent of the Barre Town School District, on a case-by-case basis. Preference will be given to students in the Union #61 district.
- 5.0 Admission approval shall end with the school year in which attendance is permitted and a timely request must be made for the following year if continued attendance is desired.
- 6.0 Application Decision. In consultation with the District representative who attended the Sending District's IEP meeting, the principal or the superintendent shall review information gathered from that meeting. The principal or the superintendent shall also consider the student's attendance record, whether admission would jeopardize the educational program by creating an unfavorable student-teacher ratio in the proposed student's class, and the disciplinary record of the student when the student's misbehavior was not a manifestation of the student's disability.

The principal or the superintendent shall determine whether to accept the student's application, following the above steps:
- 7.0 Enrollment Agreement. If the student's application is accepted, a duly authorized enrollment agreement shall be executed pursuant to this policy. The responsibility for payment of instruction, related services, and accommodations shall be provided in such agreement and as outlined below.
- 8.0 Excess Costs. In addition to payment of the regular education tuition pursuant to a voucher, the Sending District shall pay for any excess costs for specialized instruction, related services, and/or accommodations under the IDEA.
 - i.) Definition. "Excess cost" services are individually required services not generally available as part of the School's general program.
 - ii.) Excess costs include but are not limited to:

- Psychological services
- Physical and occupational therapy
- Counseling (other than school guidance counselor services)
- Evaluation and diagnostic services
- Health services (other than customary school nurse services)
- Social work services
- Parent counseling and training
- Transportation
- Homebound/hospital tutoring
- Individual aide, tutors and other personnel required specifically for a student
- Assistive technology
- Interpreters, readers, special devices, and other auxiliary aides and services
- Initial and supplemental evaluations and re-evaluations
- Speech and language services
- Resource Room services

iii.) Notice. If excess costs will be charged for a given student, the District will provide the Sending District with notice, including the type and frequency of services to be provided, the fee for the services, and the billing schedule.

- 9.0 Resolution of Disputes. Responsibility and costs (including legal fees) for prosecuting and/or defending against IDEA due process claims shall be borne by the Sending District. This District will provide witnesses, as necessary.
- 10.0 Procedural Responsibility. A Sending District, as the "Local Education Agency" (LEA), "responsible district", and "district of residence" under federal and state law, is and shall remain responsible for ensuring that the student is provided a free and appropriate public education under IDEA, as applicable.

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Legal Reference(s):

Cross References:

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