**COMMONWEALTH OF MASSACHUSETTS**

**DIVISION OF ADMINISTRATIVE LAW APPEALS**

## **Bureau of Special Education Appeals**

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**In Re: North Andover Public Schools**

**v.**

 **BSEA # 2400238**

**DESE and**

**Bedford Public Schools**

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**DECISION BASED ON WRITTEN SUBMISSIONS PURSUANT TO RULE XI OF THE HEARING RULES FOR SPECIAL EDUCATION APPEALS**

On July 12, 2023, the North Andover Public Schools (“North Andover”), filed a request for hearing in which it challenged the Department of Elementary and Secondary Education’s (DESE’s) May 24, 2023 Assignment of School District Responsibility to North Andover for Student’s 2022-2023 school year placement at the Evergreen Center School (“Evergreen”). In its hearing request, North Andover asserted that the costs of Student’s residential educational placement at Evergreen for the period August 2022 to February 2023 were the responsibility of the Virginia Beach City Public Schools (“VBCPS”) because Parent had moved to Virginia Beach in August 2022. North Andover further claimed that the Bedford Public Schools (“Bedford”) became responsible for these costs as of February 3, 2023, on which date a resident of Bedford was appointed as Student’s legal guardian.[[1]](#footnote-1) DESE filed a response to the hearing request on August 8, 2023. Bedford did not file a response to the hearing request.

On July 20, 2023, VBCPS filed a *Motion to Dismiss* the hearing request of North Andover, or, alternatively, to dismiss VBCPS as a party. In a *Ruling* issued on August 18, 2023, VBCPS’ request to dismiss it as a party was granted; however, the remainder of North Andover’s hearing request survived dismissal.

On August 21, 2023, North Andover and DESE filed documents in support of their respective positions. DESE also filed a *Position Statement* seeking an order affirming its May 24, 2023 determination that North Andover was financially responsible for Student’s placement until July 1, 2023. On August 22, 2023, Bedford filed its *Position Statement* in which it adopted DESE’s position.

On September 7, 2023, North Andover filed a *Motion for Summary Judgment* in which it asserted that there are no disputes of material fact, and that the sole issue in this matter is whether, as North Andover asserts, DESE’s reliance on the "move in” statute to assign fiscal responsibility to North Andover for the period in question is incorrect as a matter of law. DESE filed its *Opposition* to North Andover’s *Motion* September 14, 2023. Bedford filed its *Response* to the *Motion* on September 18, 2023, two business days after the due date for such *Response*.[[2]](#footnote-2)

At the request of the parties, the date for closure of the documentary record was postponed several times to allow for responses to, and a Ruling on, the *Motion to Dismiss* VBCPC as a party, as well as for responses to North Andover’s *Motion for Summary Judgment.* The record closed on September 14, 2023, with the exception of Bedford’s *Response,* which was admitted on September 18, 2023.

Because the *Motion for Summary Judgment* essentially repeats and/or elaborates on the factual assertions and legal arguments set forth in the original hearing request, with the exception of allegations and arguments related to VBCPS, this Decision will incorporate a *Ruling* on the *Motion for Summary Judgment;* no separate ruling is required.In deciding the issue(s) in this matter, I consider the *Hearing Request*, the parties’ *Responses* thereto, North Andover’s *Motion for Summary* *Judgment*, and the *Oppositions* of DESE and Bedford. I consider as well the following exhibits:

**Exhibits submitted by North Andover:**

North Andover Ex. 1 (NA-1) Evergreen Center Request for Clarification of Assignment of School District Responsibility Under 603 CMR 28.10. (Undated)

NA-2: DESE’s Assignment of School District Responsibility, including Application of Move-In Law, dated 5/24/23

NA-3: Letters of Guardianship for An Incapacitated Person (Student), issued 1/10/23

NA App. A-1: *DESE Primer on Financial Aspects of Special Education*

NA App. A-2: *In Re: Newton Public Schools*, 5 IDELR 107 (Byrne, 1996)

NA App. A-3: *Letter to Moody*, 23 IDELR 833 (OSEP, 1995)

**Exhibits submitted by DESE**

DESE-1: Letter from counsel for Evergreen to DESE’s LEA Assignment Coordinator, requesting Clarification of Assignment of School District Responsibility, dated 2/21/23.

DESE-2: LEA Assignment Alerts issued by DESE’s LEA Assignment Coordinator to North Andover’s and Bedford’s Special Education Directors, dated 4/9/23.

DESE-3: Letter dated 5/10/23 from Bedford’s Special Education Director to DESE, notifying DESE that Student’s Bedford guardian had informed Bedford Public Schools of her guardianship and questioning whether Bedford could be considered Student’s place of residence.

DESE-4: DESE’s Assignment of School District Responsibility, dated 5/24/23, determining that programmatic responsibility was assigned to Bedford effective immediately. Financial responsibility was also assigned to Bedford, subject to offset “by the costs budgeted by the North Andover Public Schools for Student’s residential placement, including necessary transportation,” pursuant to the Move-In Law through 6/30/23. Financial responsibility would be assigned to Bedford effective 7/1/23.

DESE-5: IEP Administrative Data Sheet, Response Section, and Placement Consent Form from IEP issued by North Andover for the period from 3/3/22 to 3/3/23. This IEP listed Evergreen as Student’s assigned school and was accepted by Parent on March 22, 2022.

DESE-6: Letters of Guardianship for an Incapacitated Person granting permanent guardianship to three individuals: Parent, Relative, and Family Friend, issued by Worcester Probate and Family Court on January 10, 2023.

DESE-7: Request for Clarification of Assignment of School District Responsibility form sent to DESE by counsel for Evergreen. (Undated).

**Exhibits submitted by Bedford:**

Bedford did not submit exhibits.

**ISSUES**

 The sole issue for determination in this matter is the following: whether DESE correctly applied 603 CMR 28.10(8), as well as the “Move-In Law,” MGL c. 71B, §5, when it assigned financial responsibility for Student’s placement to North Andover from in or about August, 2022 through June 30, 2023, in a case where North Andover had placed Student in a Massachusetts residential special education program and, subsequently, Student’s Parent moved from North Andover to another state.

**POSITION OF PARTIES**

**Position of North Andover**

DESE incorrectly applied the Move-In Law because (a) the plain language of the statute governs special education of Massachusetts residents only and does not apply to situations when a parent moves out of Massachusetts; (b) the BSEA has previously ruled that no Massachusetts school district is responsible to fund special education for a student whose parents have moved out of state without the child; (c) OSEP has issued a similar statement; (d) application of the Move-In Law when a parent moves out of Massachusetts would lead to absurd results; and (e) appointment of a Massachusetts guardian does not render the Move-In Law applicable. While Andover seeks a ruling that it has no financial responsibility for Student’s placement after August 2022, it does not seek a ruling designating which district does have such responsibility.

**Position of DESE**

DESE’s interpretation of the Move-In Law is entitled to substantial deference, as it is reasonable and promotes sound education policy. North Andover’s reliance on a 1995 BSEA decision is misplaced, since that decision did not turn on the Move-In Law. Lastly, the Move-In Law allows temporary assignment of financial responsibility on factors other than residency in order to support school districts’ ability to budget for student needs. As such, North Andover’s interpretation of the Move-In Law is unfair and contrary to the purpose of the statute.

**Position of Bedford**

In the instant case, it is not necessary for the BSEA to determine whether, as a general rule, the Move-In Law applies to situations where a parent moves out of Massachusetts, leaving the student in a residential school. Here, at the time of Parent’s move, Student was an adult and his own legal guardian. As such, pursuant to applicable regulations, North Andover is the responsible district for the period in question because it was district of Student’s residence prior to his entry into his residential placement and remained his district of residence from the time he turned 18 until a Bedford, Massachusetts guardian was appointed in January 2023.[[3]](#footnote-3)

**STATEMENT OF FACTS**

The following factual statements are agreed upon by all parties and, based on the documents in the record, were relied upon by DESE in rendering its determination on May 24, 2023. There is no allegation, and no evidence in the record, that there exists any dispute of material fact.

1. Student has been a residential student at the Evergreen Center in Milford, MA since April 22, 2019, pursuant to IEPs issued by North Andover. (DESE-4) The most recent IEP in the record was issued by North Andover on March 3, 2022, and covered the period from March 3, 2022 to March 3, 2023. This IEP identified a private, out-of-district residential school as Student’s placement and listed Evergreen as Student’s assigned school. Parent accepted the IEP and consented to the Evergreen placement on March 22, 2023. This IEP expired on March 3, 2023. (DESE-5)
2. Parent lived in North Andover from on or before April 22, 2019, to an undetermined date in August 2022. Reportedly, in August 2022, Parent moved to Virginia, and has resided there since that time. No information regarding Student’s second Parent was provided to DESE. (DESE-4)
3. Student turned 18 years old on July 30, 2022. He did not establish his own residence upon reaching majority. (DESE-4) The record contains no evidence that Student either delegated educational decision-making authority to Parent or elected to share educational decision-making authority with Parent or any other person.
4. Student was his own guardian between his eighteenth birthday and January 10, 2023, when the Probate and Family Court for Worcester County appointed three co-guardians for Student, two of whom reside out of state, and one of whom, a family friend, is a resident of Bedford, MA. (DESE-4, 6; NA-3) Shortly thereafter, the Bedford guardian registered Student in the Bedford Public Schools. (DESE-1)
5. On or about February 21, 2023, counsel for Evergreen filed a Request for LEA Assignment with DESE’s LEA Assignment Coordinator. This Request outlined the above-listed facts and further stated that North Andover had paid for Student’s placement through August 2022, and had ceased payment upon learning that Parent was no longer living in North Andover or Massachusetts. Evergreen was now “requesting an LEA assignment, so as to not jeopardize the placement,” since if would be “forbidden from providing services without getting paid.” (DESE-1)
6. On April 9, 2023, DESE issued LEA Assignment Alerts to North Andover and Bedford, informing them of Evergreen’s Request for LEA Assignment and inviting them to submit additional information. (DESE-2) In response, in a letter dated May 10, 2023, Bedford’s Director of Special Education informed DESE that Student’s Bedford guardian had notified the District of her appointment and her desire to help Parent keep Student at Evergreen. The Director further stated that Bedford questioned whether it could be considered Student’s residence, as he had never lived in or visited the guardian’s home. (DESE-3) The record does not indicate whether North Andover and/or Bedford provided additional information to DESE.
7. On May 24, 2023, DESE issued an Assignment of School District Responsibility in which it determined that “programmatic responsibility was immediately assigned to Bedford Public Schools and financial responsibility continues to be assigned to North Andover Public Schools through 6/30/2023. As of 07/01/2023, financial responsibility is assigned to Bedford Public Schools as this is where the student’s legal guardian resides.” (DESE-4). (DESE-4) In reaching its conclusion, DESE relied on 603 CMR 28.10(3)(b) and the “Move-In Law,” MGL, c. 71B, §5.
8. North Andover appealed DESE’s assignment on July 12, 2023

**DISCUSSION AND ANALYSIS**

 Upon review of the history and underlying facts in this matter in light of applicable federal and state statutes and regulations, I have determined the following: (1) that DESE’s designation of North Andover as fiscally responsible for Student’s educational program during the period in question was appropriate; however, under the circumstances of this case, DESE’s authority was restricted to making a temporary assignment; and (2) during the period in question, Student was either an adult in possession of all rights and responsibilities relative to his special education, or the ward of an in-state guardian, and, therefore, the Move-In Law was properly applied to make North Andover the responsible district.[[4]](#footnote-4) As such, the *Motion for Summary Judgment* must be denied, DESE’s determination upheld, and North Andover’s appeal dismissed. My reasoning follows.

***DESE’s Only Authority in the Instant Case was to Issue a Temporary Assignment of School District Responsibility***

 While the IDEA requires each state to offer a FAPE to all eligible children within its borders,[[5]](#footnote-5) it explicitly delegates to the states the duty of assigning programmatic and fiscal responsibility for provision of special education services.[[6]](#footnote-6) As such, pursuant to MGL c. 71B, §3 and Massachusetts special education regulations at 603 CMR 28.10, “[s]chool districts shall be programmatically and financially responsible for eligible students based on residency and enrollment.” 603 CMR 28.10(1). Establishing a child’s “residency” is not always straightforward;[[7]](#footnote-7) therefore, the applicable regulations constitute an attempt to address a variety of possible living situations of students and parents, such as, shared custody, foster care, institutions, or shelters. When it is unclear which of one or more school districts may be responsible for a child’s special education services, DESE may assign such responsibility, but only under circumstances established by the regulations. The pertinent regulation is 603 CMR 28.10(8)(a), which provides as follows:

1. The Department may assign, or a school district may request the Department’ assistance in assigning a city, town, or school district to be responsible for students in living situations described in 603 CMR 28.10(3), (4), or (5) in the following circumstances: [[8]](#footnote-8)
2. Students who are in the care or custody of a state agency and have no parent or guardian residing in Massachusetts; or
3. When the residence or residential history of the student’s parent(s) or legal guardian is in dispute; or
4. When the student has a legal guardian who has been appointed on a limited basis; or
5. When the student has not yet been determined to be eligible and/or is not receiving services; or
6. When a student is in the care or custody of a state agency and is hospitalized….

Student’s situation in the instant case does not meet any of the above-listed criteria. During the period at issue (August 2022 through June 30, 2023), Student was not in the care or custody of a state agency, the residence of his parent and legal guardian was never in dispute, his Bedford guardian was not appointed on a limited basis,[[9]](#footnote-9) he was not awaiting an eligibility determination or services, and he was not a student in the custody of a state agency who had been permanently hospitalized. As such, DESE, either upon request by a school district or state agency, or on its own initiative, was not authorized to assign school district responsibility, unless it had done so under 603 CMR 28.10(7) which provides the following:

**(7) Temporary Assignments**. The Department reserves the right to assign temporary responsibility in cases where the student is not receiving services or when lack of assignment threatens a student’s placement or program. Such temporary assignment shall be made based on the information available to the Department. The temporary district shall have all the rights and responsibilities assigned to districts under 603 CMR 28.00…[and]…may bill and shall be eligible to receive payment…from the district assigned responsibility for that period of time for which a temporary district was identified.

DESE’s action could be construed as a “temporary assignment” that was reasonable, appropriate and within its regulatory authority pursuant to the above-quoted provision to preserve Student’s placement, in light of North Andover’s having ceased payment to Evergreen after learning that Parent had left Massachusetts. In the limited circumstances of this case, I find that such an interpretation is consistent with DESE’s general responsibility under the IDEA to ensure that all eligible students receive a FAPE, notwithstanding disputes over residency or school district responsibility,[[10]](#footnote-10) as well as its responsibility under state regulations to ensure that “[n]othing in 603 CMR 28.10 shall limit the right of the student to timely evaluation, services, and placement in accordance with 603 CMR 28.00,” 603 CMR 29.10(1)(b), and that “any school district deemed responsible for a student under 603 CMR 28.10 shall continue responsibility for such student until another school district is deemed responsible…” 603 CMR 28.10(1)(d).

***Notwithstanding the Above, DESE’s Assignment of Fiscal Responsibility to North Andover for the Period at Issue was Proper***

 As stated above, pursuant to 603 CMR 28.10, “[s]chool districts shall be programmatically and financially responsible for eligible students based on residency and enrollment.” In most cases, particularly when the student is a minor, the student’s residency is considered to be the same as that of the parent(s), although when there is some doubt as to parental residency, the student’s residency determines responsibility for that student’s special education.[[11]](#footnote-11) In the instant case, from April 2019 until he reached the age of majority on July 30, 2022, Student’s district of residence was deemed to be that of his Parent, *i.e*., North Andover. There is no dispute that having placed Student at Evergreen pursuant to one or more IEPs during that period, North Andover was programmatically and financially responsible for Student’s special education for that period.

 Then, on July 30, 2022, while still a resident of North Andover and a residential student at Evergreen pursuant to an accepted IEP, Student turned 18, and, therefore, immediately acquired “the right to make all decisions in relation to special education programs and services” unless placed under guardianship or unless he elected to delegate or share educational decision-making authority with Parent. 603 CMR 28.07(5). In August 2022, after Student reached the age of majority, Parent moved to Virginia, without Student. Between his eighteenth birthday and January 10, 2023, when his guardians were appointed, Student was his own guardian. He did not establish his own residency, either in Massachusetts or Virginia, and he did not delegate or agree to share educational decision-making rights with Parent.

As Bedford has pointed out in its *Response to North Andover Public Schools’ Motion for Summary Judgment*, the residence of an adult student, like Student in the instant case, who is his own guardian, cannot be presumed to be that of his parent. Specifically, 603 CMR 28.10(1)(a), which provides that school districts are not required to provide special education “to a student whose parent(s) or legal guardian if any, live outside Massachusetts and have placed the student in an education program in Massachusetts…,” by its own terms cannot apply to students who, like the Student in the instant case, are their own guardians.

 In addition, the BSEA decision cited by North Andover, *In Re Newton Public* *Schools,* 25 IDELR 107 (Byrne, 1996), is distinguishable on its facts. The student in that case was a 17-year-old minor whose parents had moved from Newton to Arizona when he was ten years old, leaving him in a Massachusetts group home. Hearing Officer Byrne cited Massachusetts statutes and regulations reflecting the “IDEA’s emphasis on the fiscal responsibility of the parental home district for a student’s special education program” in determining that Newton was not fiscally responsible for student’s education. By way of contrast, the Student in the above-entitled matter was an adult at the time of Parent’s move, such that Parent’s residency cannot be ascribed to Student.[[12]](#footnote-12)

Similarly, North Andover’s reliance on guidance contained in OSEP’s *Letter to Moody*, 23 IDELR 833 (1995), is misplaced. In this letter, OSEP states that a Massachusetts district was not responsible for the special education of a student placed in a Massachusetts residential school after the parents subsequently moved to another state, noting “OSEP’s longstanding position that under [the IDEA], it is residency that creates the duty to ensure…[FAPE]” and a “student is presumed to be a resident of the State in which his or her parents reside or that he or she is a ward.” This statement appears to assume that the student at issue is either a minor or under guardianship. In the instant case, Student was his own guardian at the time of Parent’s move and remained such until he became a “ward” of the Bedford guardian in January 2023.

The question remains as to which regulations actually do apply in this case. To determine this, I must analyze two time periods: first, from August 2022 through January 10, 2023, and then, from January 2023 forward. During the first period, there appears to be no regulation that precisely addresses the instant fact pattern. Under 603 CMR 28.10(3), “the school district where the parent(s) or legal guardian resides shall have both programmatic and financial responsibility…(b) when a student…lives and receives special education services at a special education residential school pursuant to a placement by the IEP Team.” Arguably, where Student was a resident of North Andover before reaching majority and did not establish a separate residence in any other location, upon turning 18, he could be deemed to have continued his former residency in North Andover as an adult.

Alternatively, as Bedford argues, Student’s residential school placement could be considered an “institution” within the meaning of 603 CMR 28.10(8)(c)(6), which states that if the parent or guardian resides in an institutional setting, “including but not limited to a correctional facility, a hospital, a nursing home or hospice, or a mental health facility, a halfway house, a pre-release center, or a treatment facility, the school district where the parent(s) or legal guardian lived prior to entering the institutional setting shall be responsible.” (emphasis supplied). Under this analysis, Student’s “entrance” into the “institutional” setting could be dated from when he became his own guardian at age 18.[[13]](#footnote-13) While neither analysis is a precise “fit,” assigning responsibility for Student’s special education to North Andover during that period would effectuate the purpose of the regulations, that is, to ensure that Student continued to receive services without interruption. I thus conclude that North Andover is financially responsible for the unpaid costs, if any, for Evergreen incurred between August 2022 and January 2023.

The second time period at issue runs from January 10, 2023, when Student’s Bedford guardian was appointed, forward. Student’s residency in Bedford began immediately after such appointment (*i.e*., on January 10 or 11, 2023); however, DESE’s Assignment, which stated that Bedford’s programmatic and financial responsibility (subject to offset via the Move-In Law) would be effective “immediately,” was not issued until May 24, 2023. None of the parties has raised this issue, and the record contains no information as to whether or not DESE considered it. As such, I am precluded from considering it here.[[14]](#footnote-14)

***The Move-In-Law Was Correctly Applied***

At this juncture, I consider the impact of the Move-In Law, MGL c. 71B, §5. The pertinent portion of this statute provides as follows:

…[I]f a child with a disability for whom a school committee currently provides or arranges for the provision of special education in an approved private day or residential school placement, … or his parent or guardian moves to a different school district on or after July 1 of any fiscal year, such school committee of the former community of residence shall pay the approved budgeted costs, including necessary transportation costs, of such day or residential placement…of such child for the balance of such fiscal year; provided, however, that if such move occurs between April 1 and June 30, such school committee of the former community of residence shall pay such costs for the balance of the fiscal year in which the move occurred as well as for the subsequent fiscal year. The school committee of the new community of residence shall assume all responsibilities for reviewing the child's progress, monitoring the effectiveness of the placement, and reevaluating the child's needs from the date of new residence…

 Applying this statute to the instant case, Student must be considered to have “moved” to Bedford in January 2023, when his Bedford guardian was appointed. Under the applicable provisions of the Move-In Law, North Andover is responsible for the costs of Student’s residential program to and including June 30, 2023.

**CONCLUSION**

 This case illustrates that the Massachusetts regulations governing allocation of school districts’ responsibilities for special education do not, and likely cannot, address all possible scenarios. Given this regulatory framework, I find that DESE’s assignment of responsibility issued on May 24, 2023 must be upheld because it is consistent with the IDEA’s mandate to ensure that all eligible students within the state receive the special education services to which they are entitled.

**ORDER**

 The Assignment of School District Responsibility issued by DESE on May 24, 2023 is UPHELD. North Andover’s *Motion for Summary Judgment* is DENIED, and the hearing request is DISMISSED. The parties shall address further questions about implementation of the Assignment, if any, to DESE.

By the Hearing Officer,

/s/ Sara Berman

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Dated: October 6, 2023

1. Student turned 18 on July 30, 2022. The guardian was actually appointed on January 10, 2022. [↑](#footnote-ref-1)
2. On September 18, 2023, North Andover objected to consideration of New Bedford’s *Response* as untimely. On September 22, 2023, I issued a ruling allowing Bedford’s late submission of its *Response*, exclusive of any factual allegations that were not considered by DESE in issuing its determination of May 24, 2023, and offering North Andover and DESE five calendar days, until September 27, 2023, to reply thereto. Neither North Andover nor Bedford elected to reply. [↑](#footnote-ref-2)
3. Bedford shares North Andover’s concerns that DESE’s application of regulations may incentivize parents to use a student’s guardianship status to continue the student’s residency in a Massachusetts district that the student has either left or in which the student has never resided, so that the parents may move out of state and leave the student in an institutional setting. Bedford contends, however, that under the current legal framework, DESE’s interpretation must be upheld. [↑](#footnote-ref-3)
4. After the out-of-state party was dismissed in this case, North Andover explicitly declined to name an alternative district that it deemed responsible for Student’s special education. North Andover’s *Motion for Summary Judgment* stated that “[t]he District is not seeking a decision assigning responsibility to an out of state school district. The District seeks a decision stating that the assignment made was in error because the Move-In Law does not apply when a parent moves out of Massachusetts.” (*Motion for Summary Judgment*, p. 2, footnote 1). North Andover’s declining to identify an alternative district is contrary to 603 CMR 28.10(9)(b)(3), which requires school districts appealing LEA assignments at the BSEA to identify the district(s) that the appealing district claims should have been assigned responsibility and to name such district(s) as parties to the appeal. 603 CMR 28.10(9)(b)(3)-(4). Given that this decision upholds DESE’s assignment of responsibility to North Andover, however, this procedural error is of no consequence. [↑](#footnote-ref-4)
5. 34 CFR 300.101(a) [↑](#footnote-ref-5)
6. *Manchester School District v. Crisman*, 306 F.3d 1 1st Cir., 2002) [↑](#footnote-ref-6)
7. *George H. & Irene Walker Home For Children, Inc. v. Franklin*, 416 Mass. 291 (1993) [↑](#footnote-ref-7)
8. The paragraph applicable in this case is 603 CMR 28.10(3), which includes students who have been placed in residential schools pursuant to an IEP. See 603 CMR 28.10(3)(b). [↑](#footnote-ref-8)
9. The Letters of Guardianship issued in January 2023 indicate that the guardianship is permanent, without limitations, and, in fact, authorize the guardian to consent to administration of antipsychotic medication. [↑](#footnote-ref-9)
10. See 20 USC §1412(a)(1)(A) [↑](#footnote-ref-10)
11. See, for example, *George & Irene Walker Home v. Franklin, supra*. [↑](#footnote-ref-11)
12. In fact, North Andover has made clear that it does not seek to assert that Student’s residency followed Parent’s to Virginia. [↑](#footnote-ref-12)
13. Alternatively, such “entrance” could be dated from his actual enrollment at Evergreen when he entered as a minor in 2019; however, the documentary record does not indicate whether he was a North Andover resident immediately prior to that date. [↑](#footnote-ref-13)
14. I note that Bedford’s *Response* to North Andover’s *Motion for Summary Judgment* states that Student established residency in Bedford as of January 2023. Resolution of this discrepancy is beyond the scope of this Decision, and should be resolved between the or with the assistance of DESE. [↑](#footnote-ref-14)