

**ELIZABETHTOWN INDEPENDENT SCHOOL DISTRICT
CONTRACT FOR NONRESIDENT PUPILS**

SCHOOL YEAR: 2017/2018

Instructions:

1. Contracts are required by KRS 157.350, which reads in part: "Each district which meets the following requirements shall be eligible to share in the distribution of funds from the fund to Support Education Excellence in Kentucky (SEEK). A school district may not include nonresident pupils in its average daily attendance (ADA), except by written agreement with the district of the pupil's legal residence.
 2. Each district is to keep a signed copy of this contract on file.
 3. The board of education of the district where the nonresident pupils attend school agrees to make attendance reports at the close of the first two (2) months and at the close of the school term. These reports shall be delivered to the board of education where the pupils legally reside and shall agree with the terms of this contract.
 4. The board of education of the district of residence and the board of education of the district providing instruction agree that all contractual terms, supplemental agreements, and other conditions governing this exchange of students are herewith fully disclosed. Copies of all such contracts, agreements, and conditions are attached and made part of this contract for nonresident pupils.
 5. Contract may be written to read "any", "all", or a specific number of students, subject to restrictions of the local board of education (attach copy of local board policy).
- I. The board of education of the *Barren County Public School District* (district of legal residence of pupils) enters into a contract with the board of education of the *Elizabethtown Independent School District* (district where the pupils attend) to educate (mark one):

Any/All	Case-by-case basis	Yes/No	Case-by-case basis
One for One	NA	Yes/No	NA
Specific Number	NA	Enter Number:	NA

This contract further provides that the average daily attendance (ADA) of the pupil(s) is to be counted in the district where the pupil(s) attend school.

- II. The board of education of the *Elizabethtown Independent School District* is to receive transportation credit for all pupils reported in Part I and such credit to be calculated in accordance with KRS 157.370.

This contract must be executed below by the board of education where the pupils legally reside:

_____, Chairman Barren County Public School District
 _____, Secretary Date: _____

This contract must be executed below by the board of education where the pupils will be educated:

_____, Chairman Elizabethtown Independent School District
 _____, Secretary Date: **April 16, 2018**

Tuition**FEES**

According to a schedule adopted annually by the Board, a nonresident student shall be charged tuition equal to the District's basic SEEK allotment, unless the student's district of residence has signed a reciprocal agreement to exchange ADA funds. Students of any District employee may attend tuition free without regard to residence, contingent on the District receiving ADA as provided by law. In cases where the District does receive the ADA on the nonresident student, a processing fee of \$175.00 shall be charged annually.

Tuition fees shall be paid annually in advance or via a payment plan established by the Superintendent. Employees may elect to pay tuition fees through a payroll deduction plan.

Students who voluntarily withdraw from the District shall receive a prorata tuition refund.

APPLICATION

The Superintendent/designee shall develop guidelines to ensure the acceptance of nonresident pupils on a nondiscriminatory basis.

Application for admission of a nonresident tuition student shall be made to the Superintendent who shall review the application and, in conjunction, with the building Principal concerned, determine whether or not the student should be admitted to the District school.

The Superintendent shall make the final decision. The following factors shall be used when reviewing applications:

- Whether or not the entrance of an additional student will have any negative effect on the instructional program.
- Whether or not an additional student will exceed the pupil-teacher ratio specified in state guidelines.
- Whether or not the applicant is under disciplinary measures or has been suspended or expelled from another school district.

If a non-resident student's application is rejected, the student shall attend school in the district of residence.

CONTINUED ATTENDANCE

A student who has been accepted on a tuition basis may continue to attend the District schools until graduation provided all fees are paid and the student complies satisfactorily with applicable laws, policies, rules and regulations. A tuition student who, in the opinion of the building Principal, the Director of Pupil Personnel, and the Superintendent becomes a disciplinary or attendance problem, may not be permitted to re-enroll in the District schools at the start of the following semester. The Superintendent shall make the final decision.

A tuition student who has been expelled from the District's schools may not be permitted to re-enter at any future date.

KRS 157.350; KRS 158.120; KRS 158.135
237 S.W. 2D 65 (1951)
OAG 80-47; 702 KAR 007:125

RELATED POLICY:

09.126 (re requirements/exceptions for students from military families)

Adopted/Amended: 7/20/2015
Order #: 14556

**ELIZABETHTOWN INDEPENDENT SCHOOL DISTRICT
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SCHOOL YEAR: 2017/2018

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10. Contract may be written to read "any", "all", or a specific number of students, subject to restrictions of the local board of education (attach copy of local board policy).

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This contract must be executed below by the board of education where the pupils legally reside:

_____, Chairman Elizabethtown Independent School District
_____, Secretary Date: **April 16, 2018**

This contract must be executed below by the board of education where the pupils will be educated:

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