

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** 195 **DATE:** October 22, 2018

**TOPIC/TITLE:** Non-resident contracts

**PRESENTER:** Garet Wells GW

**ORIGIN:**

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☐ ACTION REQUESTED AT THIS MEETING
- ☐ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☒ BOARD REVIEW REQUIRED BY

- ☒ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

**BACKGROUND INFORMATION:**

KRS 157.350 allows for including a nonresident pupil in its average daily attendance when there exists a written agreement between the district of attendance and the district of the pupil's legal residence.

**SUMMARY OF MAJOR ELEMENTS:**

Attached are contracts with districts in which we have historically entered into non-resident agreements.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:** ☒ Recommended ☐ Not Recommended



---

SCOTT COUNTY SCHOOL DISTRICT  
CONTRACT FOR NONRESIDENT PUPILS

2019-2020

- 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.
- Each district is to keep a signed copy of this contract on file.
- 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 the contract.
- 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.
- 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).

Contract for Nonresident Pupils  
School Year: 2019-2020

The board of education of the Woodford County School district (district of legal residence of pupils) enters into a contract with the board of education of the Scott County School district (district where the pupils attend) to educate (mark one):

Any/All <input checked="" type="checkbox"/>	Yes
One for One	N/A
Specific Number	N/A

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.

The board of education of the Scott County school district is to receive transportation credit for all pupils reported above 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 \_\_\_\_\_ School District

\_\_\_\_\_, Secretary \_\_\_\_\_ Date

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

Ken D. Richmond, Chairman Scott County School District

W. H. B., Secretary 10-19-18 Date

MERCER SCHOOL DISTRICT  
CONTRACT FOR NONRESIDENT PUPILS  
School Year: 2019-2020

I. The board of education of the Woodford County School district (district of legal residence of pupils) enters into a contract with the board of education of the Mercer School District (district where the pupils attend) to educate (mark one):

☐ Any/All      ☐ One for One      ☒ Specific Number Enter Number: +/- 4

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 Mercer 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.

III. The board of education of the district where the pupils are being educated, agrees to make attendance reports at the close of the first two (2) months of the school term to the board of education where the pupils legally reside.

IV. Notwithstanding any contrary statement in the preceding language of this contract, it is further agreed by and between the Boards of Education to this contract as follows:

The attendance on any non-resident students pursuant to this contract is a privilege and such students attending the Mercer County School System pursuant to this agreement shall be expected to abide by certain academic, attendance, behavior standards to wit:

1. That such students attending the Mercer County School System pursuant to this agreement shall have no failing grades in any subject,
2. That such students attending the Mercer County School System pursuant to this agreement shall have no disciplinary matters that will entail in-school or out-of-school suspension,
3. That such students attending the Mercer County School System pursuant to this agreement shall not be truant from school for no more than three (3) total days.

Any violation of standards may result in the loss of enrollment privileges in the Mercer County School System and a return to the school district of residency.

V. In no event shall the Mercer County School System be required to provide "Home Hospital" services to a student in another county, pursuant to this agreement.

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

\_\_\_\_\_, Chairman      Woodford County School District

\_\_\_\_\_, Secretary \_\_\_\_\_ Date

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

Marianne Davis, Chairman

Mercer County School District

Shawn Adams, Secretary

10/14/18 Date



KENTUCKY DEPARTMENT OF EDUCATION  
CONTRACT FOR NONRESIDENT PUPILS  
2019-20 SCHOOL YEAR

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 to Support Education Excellence in Kentucky ... (4) Includes no nonresident pupils in its average daily attendance, except by written agreement with the district of the pupil's legal residence..."
2. This contract is to be made in triplicate. One copy is to be filed with the Kentucky Department of Education, together with the attendance report for the first two (2) months of the school term. Each district is to keep a signed copy on file.
3. The board of education of the district where the 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. Do either parents or either board of education pay tuition for nonresident children ☐ Yes ☐ No. If "Yes", attach a statement disclosing the tuition rate, to whom it is paid and the payment terms.
6. Contract may be written to read "any", "all", or a specific number, subject to restrictions of the local board of education (attach copy of local board policy).

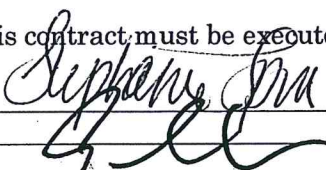
\*\*\*\*\*

- I The board of education of the Woodford Co school district (district of legal residence of pupils) enter into a contract with the board of education of the Fayette County school district (district where the pupils attend) to educate the attached list (list on back of contract or attach list). This contract further provides that the average daily attendance of the pupil(s) is to be counted in the district where the pupil(s) attend school.
- II The board of education of the Fayette County school district is to receive transportation credit for the attached list of pupils reported in Part I, such credit to be calculated in accordance with KRS 157.370.
- III The board of education of the district where the pupils are being educated, agrees to make attendance reports at the close of the first two (2) months of the school term to the board of education where the pupils legally reside.

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

	Woodford Co
Chairman	School District
Secretary	Date

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

	Fayette County
	10-22-18
Chairman	School District
Secretary	Date

DISTRICT NUMBER – 195

DISTRICT NAME – GARRARD COUNTY

KENTUCKY DEPARTMENT OF EDUCATION  
CONTRACT FOR NONRESIDENT PUPILS  
2019-2020 School Year

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...(4) Includes no nonresident pupils in its average daily attendance, except by written agreement with the district of the pupils legal residence..."
2. This contract is to be made in triplicate. One copy is to be filed with the Kentucky Department of Education, together with the attendance report for the first two (2) months of the school term. Each district is to keep a signed copy 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. Do either parents or either board of education pay tuition for nonresident children " YES"/ NO. If "YES", attach a statement disclosing the tuition rate, to whom it is paid and the payment terms.
6. 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).

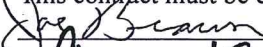
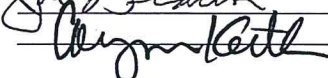
\*\*\*\*\*

- I. The board of education of the **WOODFORD COUNTY** school district (district of legal residence of pupils) enters into a contract with the board of education of the GARRARD COUNTY school district (district where the pupils attend) to educate \*BELOW (list on back of contract or attach list). This contract further provides that the average daily attendance of the pupil(s) is to be counted in the district where the pupil(s) attend school. \* (one-for-one exchange)
- II. The board of education of the GARRARD COUNTY school district is to receive transportation credit for ALL pupils reported in Part I, 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 \_\_\_\_\_ School District  
\_\_\_\_\_, Secretary \_\_\_\_\_ Date

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

 \_\_\_\_\_, Chairman GARRARD COUNTY School District  
 \_\_\_\_\_, Secretary \_\_\_\_\_ Date 10/12/18