

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: 142 **DATE:** September 13, 2019

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

[Signature]

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

DISTRICT: MADISON #365

RESIDENT DISTRICT: WOODFORD #601

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 resident of pupils) enters into a contract with the board of education of the **Madison County** school district (district where the pupils attend) to educate any/all (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 **Madison 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.

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

_____, Chairman Woodford County #601 School District
_____, Secretary _____ Date

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

Decky L. Coyle Chairman Madison County #365 School District
David J. Jim Secretary 8/8/19 Date

MERCER SCHOOL DISTRICT
CONTRACT FOR NONRESIDENT PUPILS
School Year: 2020-2021

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.

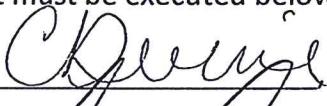

Any violation of standards may result in the loss of enrollment privileges in the Mercer County School System and a return to the school district of residency.

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:

 _____ Chairman Mercer County School District
 _____ Secretary 10/1/19 Date

KENTUCKY DEPARTMENT OF EDUCATION
CONTRACT FOR NONRESIDENT PUPILS
2020-2021 School Year

Instructions:

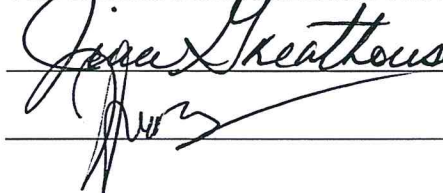
1. Contracts are required by KRS 157.350, which reads in part: "Each district which meets the following requirements shall be eligible to share in the distribution of funds from the fund to Support Education Excellence in Kentucky...(4) Includes no nonresident pupils in its average daily attendance, 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).

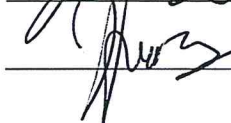
- I The board of education of the Woodford County school district (district of legal residence of pupils) enters into a contract with the board of education of the Frankfort Independent school district (district where the pupils attend) to educate Any/All. This contract further provides that the average 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 Frankfort Ind. school district is to receive transportation credit for _____ pupils reported in Part I, such credit to be calculated in accordance with KRS 157.37. 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 Frankfort Independent School District

 _____, Secretary 10/7/19 Date