
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 (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 **Breathitt County School District** (district of legal residence of pupils) enters into a contract with the board of education of the Jackson Independent School District (district where the pupils attend) for **Jackson Independent School District** to educate (mark one):

Any/All	<u>No</u>
One for One-	<u>No</u>
Specific Number	Enter Number: <u>only those students attending Jackson Independent at the close of the 2017-2018 school year who were under the 2017-2018 nonresident contract plus siblings of those students.</u>

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.

Breathitt County Schools' Employees' Children. KRS 157.350(4)(b) allows for any student whose parent is employed as a regular employee by Breathitt County Schools, but lives in another district, to be exempt from paying tuition and will not be placed on contract from the residing district. This is contingent upon Breathitt County Schools accepting the student based on meeting the eligibility criteria pursuant to the BCS Policy 09.1222.

- II. The Board of Education of the **Jackson Independent** School District is to receive transportation credit for any/all 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 an attendance report by the 10th day after the 2nd month of school, with a listing of those students who are nonresident students, including those that are children of district employees.
- IV. The Jackson Independent Board of Education agrees to make reports of addresses of all students enrolled in the JISD by the 10th of each month.
- V. Both districts agree to not permit transfers of nonresident students after the first five days of the beginning of each semester.
- VI. Jackson Independent Board of Education agrees to pay 90% of Breathitt County School Districts total SEEK per child to Breathitt County School District for each nonresident child above the agreed number of pupils under Section I of this agreement. **The monies to be paid are to be paid irrespective of whether or not the Jackson Independent Schools actually collects SEEK monies (i.e. foregoes SEEK funds in exchange for tuition or other consideration).**
- VII. KRS 157.350(4)(b) does allow children of district employees to attend the school of their parents' employment with SEEK funding following those students. Those district employees will include only those outlined in KRS 157.350(4)(b).
- VIII. Furthermore, the Board of Education of the Jackson Independent school district and the Board of Education of the Breathitt County school district agree to the following terms and conditions.
 - A. Breathitt County Students who are enrolled in Jackson Independent Schools during this contract and leave the Jackson Independent School District, will not be permitted to return to the Jackson Independent School System at any time.
 - B. The Jackson Independent Board of Education covenants and agrees that the Jackson Independent School District, its employees, or anyone acting on behalf of the Jackson Independent School District will not recruit any student to attend and/or transfer to its district.

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

_____, Chairman Breathitt County Board of Education

_____, Secretary _____ Date

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

_____, Chairman Jackson Independent Board of Education

_____, Secretary _____ Date