

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: 181 **DATE:** April 22, 2020

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

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 (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. This contract is to be made in triplicate. One copy to be filed with the Kentucky Department of Education, together with the attendance report for the first two (2) 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? X YES
 NO. If yes, attach a statement disclosing the tuition rate, to whom it is paid and the payment terms. Tuition rate is attached.
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). See restrictions and local board policies attached.

- I. The board of education of the Woodford Co. (district of legal residence of pupils) enters into a contract with the board of education of the Jessamine County School District (district where the pupils attend) to educate pupils subject to restrictions of Jessamine Co. attached. 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 Jessamine 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. Nonresident pupils are subject and limited to restrictions and board policies of Jessamine County Board of Education attached hereto.

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

_____, Chairman, _____
_____, Secretary _____ Date

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

_____, Chairman, Jessamine County School District
_____, Secretary _____ Date

RESTRICTIONS OF JESSAMINE COUNTY
BOARD OF EDUCATION
APPLICABLE TO
"CONTRACT FOR NONRESIDENT PUPILS"
(PUPILS RESIDE IN Woolford COUNTY)
Jessamine COUNTY CONTRACT
2020 - 2021 SCHOOL YEAR

Nonresident pupils cannot attend or be admitted to Jessamine County Schools except with approval by Jessamine County School officials based upon the authority of and compliance with Jessamine County Board Policy 09.12 (Admissions and Attendance), 09.124 (Tuition) and applicable state and federal laws.

A nonresident tuition fee schedule is adopted by the Board under Board Policy 09.124. The tuition fee for 2020 - 2021 is \$2,827.00.

Tuition shall be pro-rated based on the number of school days during which a student is a nonresident.

Transportation to and from school will be the responsibility of the parent/guardian.

Failure of any nonresident student to comply with all board policies, school laws and student code of conduct may result in relocation of the nonresident student status in Jessamine County Schools.

Board Policy 09.124 (Tuition) and Board Policy 09.12 (admissions and attendance) are attached and incorporated by reference herein as a part of the "Contract for Nonresident Pupils". Any subsequent updates and amendments to Board Policy 09.124, 09.12 or any other applicable policy or law shall become a part of the "Contract for Nonresident Pupils" and be incorporated by reference herein.

Tuition**FEE TO BE CHARGED**

The Board may charge a fee, according to a schedule adopted by the Board and under procedures developed by the Superintendent, for each student attending its schools whose parent is not a bona fide resident of the district.¹

CIRCUMSTANCES OF ACCEPTANCE

The Board approves the acceptance of tuition students admitted under the following circumstances:

1. Acceptance will only be granted when the projected enrollment for a given school and/or a particular grade is below the allowable maximum number or below the local staffing allocation formulas. Therefore, responses to some requests may be delayed until after the beginning of the school year.
2. Except upon approval by the Board, tuition students will not be accepted when they are no longer in good standing with the school from which they wish to transfer.
3. Tuition is payable prior to the beginning of each semester.

Consideration will be given to the following:

- a. A student whose parent is a regular employee of the District.
- b. A student who has been a resident of the District and is moving to another District during the last grading period of the current school year.
- c. A graduating senior who completed eleventh grade and whose family then moved from the District. NOTE: If a student who has completed eleventh grade in the District moves out of the District, s/he may return for the senior year, without payment of tuition, to the District school previously attended.
- d. A student who is moving to the District after the school year starts and whose parents request that the student be allowed to begin the school year and present proper documentation that a move is imminent.
- e. A student from another District which petitions placement in the District and for whom the sending District agrees to pay tuition payments (including transportation costs) over and above the contracted release of A.D.A. contracts shall be established by August 1 of each year.
- f. Other students may be considered on an individual basis.

REFERENCES:

¹KRS 158.120
237 S.W. 2D 65 (1951)
OAG 80-47; OAG 91-75
KRS 157.350; KRS 158.135
702 KAR 007:125

RELATED POLICIES:

09.12; 09.125
09.126 (re requirements/exceptions for students from military families)

Adopted/Amended: 7/28/2014

Order #: 3

Tuition

The procedures cited below are to be followed in implementing the Board's tuition policy.

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Review/Revised:6/24/14

Admissions and Attendance

RESIDENCE DEFINED

Minor pupils whose parents/guardians are residents of the school District and have custody of the student, or emancipated pupils who are legal residents of the school District, or as otherwise provided by state or federal law, shall be considered residents and entitled to the privileges of the District's schools.

All other pupils shall be classified as nonresidents for school purposes.¹

Depending on its specific provisions, a court order addressing matters such as guardianship or custody will not in and of itself establish student residency for school purposes. Parents who are nonresidents may petition the Superintendent/designee who will determine if a guardianship is sufficient to establish residency for their child.

HOMELESS CHILDREN AND UNACCOMPANIED YOUTH

The District shall provide educational and related services to homeless children and youth, including preschool-aged homeless children, and homeless children or youth not in the physical custody of a parent or guardian (unaccompanied youth) in a manner that does not segregate or stigmatize students on the basis of their homeless status.

The District shall provide transportation to the school of origin for homeless children at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison) if the child continues to live within the area served by the District in which the school of origin is located. If the child locates to a District other than that of his/her school of origin, the districts shall work together to apportion transportation to and from the school of origin and associated costs. If the districts are unable to reach agreement, responsibility and costs for transportation shall be shared equally.

The District liaison shall designate an appropriate staff person to serve as a liaison to homeless children and unaccompanied youth. In addition to coordination of McKinney-Vento implementation in the District, the liaison is responsible for:

- "Outreach" to other entities and agencies so that homeless students are identified;
- Providing public notice of the educational rights of homeless children in locations frequented by parents/guardians and unaccompanied youths. This notice is to be in a manner and form that is understandable;²
- Seeing that school personnel who provide McKinney-Vento Services receive professional development and other support; and
- Ensuring that unaccompanied youths are enrolled in school and receive support to accrue credits and access to higher education.

The District shall inform school personnel, service providers, advocates working with homeless families, parents, guardians and homeless children and unaccompanied youths of the duties of the liaison.

All concerns regarding the education of homeless children and unaccompanied youth shall be referred to the District liaison. If a complaint arises regarding services or placement of homeless children and unaccompanied youth, the dispute resolution procedures as set forth in 704 KAR 007:090 shall apply.

Admissions and Attendance**HOMELESS CHILDREN AND UNACCOMPANIED YOUTH (CONTINUED)**

Disputes over eligibility, school selection, or enrollment are to be appealed to the Kentucky Department of Education using the Dispute Resolution for Homeless form located at the link below:

<https://education.ky.gov/federal/progs/tac/Documents/Homeless%20Dispute%20Resolution%20Form.pdf>

The liaison shall provide a copy of the referenced form to the complainant.

The District shall provide services for homeless children and unaccompanied youths with disabilities as required by law.

CHILDREN IN FOSTER CARE

Students in foster care shall have equal access to all educational programs and services, including transportation, which all other students enjoy.

Foster children are to be immediately enrolled in a new school. The District shall collaborate with the Cabinet to ensure immediate and appropriate enrollment of the child and immediately contact the student's previous school for relevant records. The previous school shall provide the new school records maintained within the student information system by the Kentucky Department of Education within three (3) working days of receipt of a request. Remaining records shall be provided within ten (10) working days of the request.

The Superintendent shall appoint a Foster Care Liaison to coordinate activities relating to the District's provision of services to children placed in foster care, including transportation services, when the District is notified by the Cabinet for Health and Family Services in writing that the Cabinet has designated its foster care point of contact for the District. The Superintendent may appoint the District Foster Care Liaison prior to such notice from the Cabinet.

Children in foster care, including preschool aged children if the District offers a preschool program, shall be eligible to attend their "school of origin" unless a determination is made that it is not in the child's best interest. Such determination will be made in collaboration with the child welfare agency. Dispute resolutions shall be handled by all agencies involved in the determination of the foster child's placement.

When possible, a child exiting the foster care program during the school year shall be allowed to complete the school year in the school of origin.

BEST INTEREST OF THE CHILD

Determining the best interest of the child takes into consideration the following factors, including but not limited to:

- The benefits to the child of maintaining educational stability;
- The appropriateness of the current educational setting;
- The child's attachment and meaningful relationships with staff and peers at the current educational setting;
- The influence of the school's climate on the child;
- The safety of the child; and

- The proximity of the placement to the school of origin, and how the length of a commute would impact the child.
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Admissions and Attendance**IMMIGRANTS**

No student shall be denied enrollment based on his/her immigration status, and documentation of immigration status shall not be required as a condition of enrollment.

The District may provide an approved high school program to a student who is a refugee or legal alien until the student graduates or until the end of the school year in which the student reaches the age of twenty-one (21), whichever comes first.

NONRESIDENTS

Nonresident pupils may be admitted to the District's schools in accordance with Board policy and upon approval of the Superintendent.³

Written nonresident pupil contract information shall be kept on file at both the attending and resident districts.

Students who have been expelled or suspended from another school district shall not be allowed to enroll until the expulsion or suspension has expired, unless there are extenuating circumstances as determined by the Superintendent.

Nonresident students designated as homeless or foster children may be required to be enrolled consistent with the "best interest of the child" or "school of origin" requirements under the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by ESSA.

TRANSFER OF ADA

Nonresident pupils may be admitted to the District schools upon payment of tuition and transfer of the pupil's average daily attendance as defined under Kentucky's public school fund.^{4 & 5}

If a student who has completed eleventh grade in the District moves out of the District, s/he may return for the senior year, without payment of tuition, to the District school previously attended.

NON-IMMIGRANT FOREIGN STUDENTS

Non-immigrant foreign students qualifying for F-1 immigration status or who obtain an F-1 student visa may be admitted to the District based on the following guidelines:

1. These students shall not be permitted to attend any publicly funded adult education program.
2. These students may be permitted to attend in grades nine through twelve (9-12), but not at earlier grade levels.
3. As required by law, these students shall pay a tuition fee equal to the full, unsubsidized per capita cost to the District for providing education to the student for the period of attendance.
4. The period of attendance shall not exceed twelve (12) months.

These requirements do not apply to immigrant students residing in the District or foreign students in any other immigration status, including exchange students.

Admissions and Attendance**EXPELLED/CONVICTED STUDENTS**

The parent, guardian, Principal, or other person or agency responsible for the student shall provide to the school prior to admission, a sworn statement or affirmation concerning any of the following that have occurred in or outside Kentucky:

1. If a student has been expelled from school; or
2. If a student has been adjudicated guilty/convicted of, homicide, assault, or an offense in violation of state law or school regulations relating to weapons, alcohol, or drugs.

Assault shall mean any physical assault, including sexual assault.

The sworn statement or affirmation shall be provided by the appropriate state agency and shall be sent to the receiving school within five (5) working days of official notification that a student has requested enrollment in the new school.⁶

If a student is suspended or expelled for any reason, or faces charges that may lead to suspension or expulsion, but withdraws prior to a hearing from any public or private school in Kentucky or any other state and then moves into the District and seeks to enroll, the District shall review the details of the charges, suspension, or expulsion and determine if the student will be admitted, and if so, what conditions may be imposed upon the admission. Prior to a decision to deny admission, the District shall offer the student, parent/guardian, or other persons having legal custody or control of the student a hearing before the Board.

REFERENCES:

¹KRS 159.010; OAG 78-64

²42 U.S.C. 11431 et seq. (McKinney-Vento Act)

³KRS 158.120; OAG 80-47; OAG 79-327; OAG 75-602; OAG 91-171

⁴KRS 157.320

5702 KAR 007:125

⁶KRS 158.155; KRS 157.330

KRS 157.360; KRS 158.100; KRS 158.150; KRS 199.802

704 KAR 007:090; P. L. 104-208

P. L. 114-95 (Every Student Succeeds Act of 2015), 20 U.S.C. § 6301 et seq.

8 U.S.C. Sections 1101 and 1184; 8 C.F.R. Section 214

22 C.F.R. §62.25; *Plyler v. Doe*, 457 U.S. 202 (1982)

Equal Educational Opportunities Act of 1974 (EEOA)

RELATED POLICIES:

06.32; 08.1114; 09.11; 09.121; 09.1223; 09.123; 09.124; 09.125

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

09.14; 09.211

Adopted/Amended: 7/30/2018

Order #: 6