



MEMORANDUM

TO: Christian County Board of Education Board Members

FROM: Melanie A. Barrett, Director of Pupil Personnel

DATE: September 17, 2020

RE: Non-Resident Contracts

The Office of Pupil Personnel seeks the recommendation of the Christian County Board of Education regarding the Non-Resident Contract between Christian County Public Schools and the following school districts: Caldwell, Dawson Springs Independent, Todd, Muhlenberg, Logan and Russellville Independent and other neighboring districts if requested. Please review the 2021-2022 sample contract attached.

The 2021-2022 sample contract includes the following stipulations:

- The Christian County Board of Education enters into contract with the said board of education releasing ADA only for select pupils.
- The Christian County Board of Education enters in to contract with said board of education releasing transportation credit for only select pupils.

NOTE:

Select pupils would be approved under extenuating circumstances accompanied by validating documentation.

Sample

KENTUCKY DEPARTMENT OF EDUCATION
CONTRACT FOR NONRESIDENT PUPILS
2021-2022 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 Christian County school district (district of legal residence of pupils) enters into a contract with the board of education of the Muhlenberg County school district (district where the pupils attend) to educate select pupils (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 Muhlenberg County school district is to receive transportation credit for select 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 Muhlenberg County School District
_____, Secretary _____ Date _____

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

_____, Chairman Christian County School District
_____, Secretary _____ Date September 17, 2020