

**NONRESIDENT STUDENT AGREEMENT BETWEEN
THE BOWLING GREEN INDEPENDENT BOARD OF EDUCATION
AND
THE WARREN COUNTY BOARD OF EDUCATION**

This Agreement is made and entered into this ____ day of _____, 20__, by and between the Board of Education of the Bowling Green Independent School District (“BGISD”) and the Board of Education of the Warren County, Kentucky School District (“WCSD”),

WHEREAS, each Board of Education recognizes and respects the proud and excellent tradition of each District in educating the children of Kentucky; and

WHEREAS, each Board of Education desires to resolve issues of contention concerning the transfer of nonresident students between the two Districts; and

WHEREAS, both Boards are willing to sign nonresident student contracts for the term of this Agreement pursuant to the provisions contained herein.

NOW, THEREFORE, the Boards of Education of the respective Districts hereby agree as follows:

1. This Agreement shall become effective upon approval by both Boards of Education and shall remain in full force and effect thereafter until June 30, 2024 at which time it shall terminate (said time period hereinafter referred to as “term of the Agreement”).

2. Concurrent with the execution of this Agreement, BGISD and WCSD will enter into multi-year contracts for nonresident pupils for a period of ten years, beginning with the 2014-15 school year and continuing through the 2023-24 school year pursuant to

KRS 157.350(a)(1) (“ADA Contract”), the forms of which are attached hereto as Appendix 1 and Appendix 2 respectively, providing for the following nonresident student enrollment:

A. During the term of the Agreement, BGISD shall permit any and all of its resident students to attend WCSD and be counted in WCSD’s average daily attendance (“ADA”).

B. During the term of the Agreement, WCSD shall permit a certain number of its nonresident students to attend BGISD and be counted in BGISD’s average daily attendance (“ADA”) in accordance with the following schedule:

<u>School Year</u>	<u>Number of WCSD students released</u>
2014-15	746
2015-16	742
2016-17	738
2017-18	734
2018-19	730
2019-20	726
2020-21	722
2021-22	718
2022-23	714
2023-24	710

C. If a student residing in the BGISD moves his residence into the WCSD during the school year, then that student can complete the then current school year only without being counted as a nonresident student.

D. Each District agrees to exchange nonresident student enrollment information, including the identity of each nonresident student enrolled and the student’s home address. This information shall be exchanged at the close of the first two months and at the close of the school term.

E. Each District shall receive transportation credit for all nonresident students attending each District pursuant to this Agreement to be calculated in accordance with KRS 157.370.

F. Any nonresident student not selected for admission in BGISD under this Agreement may attend BGISD by paying the required tuition amount in accordance with BGISD policies and procedures.

G. BGISD and WCSD agree that in accordance with KRS 157.350(4)(b), no written agreement between the respective Boards of Education is necessary as to those students residing in WCSD who have a parent employed by the BGISD and that those students may attend BGISD without limitation.

H. Each District may remove or dismiss a nonresident student for reasons provided in each District's respective policies and procedures, including but not limited to failure to pay tuition, poor attendance, behavior problems, poor academic performance and chronic disruption of the school environment.

I. During the 2022-23 school year, the Districts agree to begin good faith discussions regarding the possible extension of the Agreement upon its termination.

3. In the event that the laws of the Commonwealth of Kentucky change to render the provisions of Paragraph 2 of this Agreement inapplicable or obsolete, such as in the event state educational funding becomes premised on the District educating a student regardless of the student's residency, then and in such event, BGISD and WCSD agree that this Agreement shall terminate on the same date the change in the law becomes effective.

4. The parties agree that each of them will rely upon the provisions of this Agreement in order to forecast financial, staffing and other needs of the respective Districts. The parties further agree that it would be difficult to determine the money damages sustained by either party in the event of a breach of this Agreement. For the above reasons and intending to be legally bound to the full performance of the terms and provisions herein, the parties further agree that in the event of a breach of the terms and provisions of this Agreement, a court of competent jurisdiction should specifically enforce the terms and conditions of this Agreement against the breaching party. In the event litigation is instituted by either party relating to the terms and provisions of this Agreement whether such litigation involves the interpretation, operation and/or enforcement of the terms and provisions of this Agreement, then in such event, the prevailing party shall recover from the other party its actual costs and expenses expended by it in the litigation, including, but not limited to, court costs, expert witness fees, out-of-pocket expenses and attorney fees.

5. The parties, and each of them, represent and warrant that they are duly authorized to execute and enter into this Agreement and that each of them, for and on behalf of their respective Boards of Education shall be legally bound by the terms and provisions of this Agreement for the term of the Agreement.

IN TESTIMONY WHEREOF, witness the signatures of the parties on the day and date written below.

**BOARD OF EDUCATION OF THE
WARREN COUNTY, KENTUCKY
SCHOOL DISTRICT**

Date: _____

Chairman

Vice Chairman

ATTEST:

Its Secretary

**BOARD OF EDUCATION OF THE
BOWLING GREEN, KENTUCKY
INDEPENDENT SCHOOL
DISTRICT**

Date: _____

Chairman

Vice Chairman

ATTEST:

Its Secretary