

**COMMONWEALTH OF KENTUCKY
KENTUCKY DEPARTMENT OF EDUCATION
ADMINISTRATIVE ACTION NO. 19-BOE-0019**

BOARD OF EDUCATION FOR THE
PINEVILLE INDEPENDENT SCHOOL DISTRICT

APPELLANT

v. **APPELLANT’S EXCEPTIONS TO THE
HEARING OFFICER’S FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND RECOMMENDED ORDER**

BOARD OF EDUCATION FOR THE BELL
COUNTY SCHOOL DISTRICT

APPELLEE

The Appellant, the Board of Education for the Pineville Independent School District (“Pineville Independent”), by and through counsel, and pursuant to KRS 13B.110(4), states as follows for its exceptions to the Hearing Officer’s August 24, 2020 Findings of Fact, Conclusions of Law, and Recommended Order (the “Recommended Order”).

INTRODUCTION

For many years, Pineville Independent and the Appellee, Board of Education for the Bell County School District (“Bell County”), operated under annual Agreements made pursuant to KRS 157.350(4) which allowed students who resided in Bell County to attend school in Pineville Independent and vice versa. These Agreements further provided that funds provided by the Support Excellence in Education (“SEEK”) program would follow the students to the district they attended. This type of Agreement is known as an “any and all” Agreement.

Approximately 268 students who resided in Bell County attended Pineville Independent in the 2019-2020 school year. Both districts operated successfully under these yearly Agreements. In particular, Bell County operated successfully without the SEEK funds allocable to students residing in Bell County who attended Pineville Independent, approximately \$3,000,000 for the

2018-2019 school year. However, Pineville Independent was heavily dependent on the SEEK funds from students residing in Bell County. Pineville Independent's entire budget was approximately \$5.2 million for the 2018-2019 school year. Obviously the loss to Pineville Independent of more than half of its operating budget would be devastating and would cause it to close and be merged into Bell County.

The present dispute arose when Bell County refused to enter into an Agreement for the 2019-2020 school year similar to that which governed prior years. Instead, Bell County insisted on an Agreement that would annually reduce the SEEK funds paid to Pineville Independent. For the 2022-2023 school year, and thereafter, the number of students attending Pineville Independent for whom SEEK funds would be received by Pineville Independent would be reduced from 268 in 2019 to zero. This reduction insisted on by Bell County would obviously be devastating to Pineville Independent; it was impossible for Pineville Independent to enter into such an Agreement.

Pineville Independent respectfully contends that the Recommended Order does not comport with Kentucky statutory law, Kentucky case law, or federal constitutional law; is contrary to the unrebutted evidence; is not supported by substantial evidence of probative value; and does not comport with the requirements of KRS 157.350(4). Pineville Independent therefore submits the following exceptions, requesting that an order be entered requiring Bell County to continue to allow students residing within Bell County to attend school in Pineville Independent and that the SEEK funds allocable to all of those students be remitted to Pineville Independent – an “any and all” arrangement. In the alternative, the Commissioner's Order from which the instant appeal was taken should be reinstated.

EXCEPTIONS

I. **The Hearing Officer’s Decision Does Not Comport with Kentucky Statutory Law, Kentucky Case Law, or Federal Constitutional Law.**

A. **Kentucky Law.**

KRS 405.020 recognizes the fundamental right of parents to provide for the education of their children. This statute states, in relevant part, “(1) The father and mother *shall* have the joint custody, nurture, and *education* of their children who are under the age of eighteen (18).” (Bold italics added). The Kentucky Supreme Court has recognized the rights described in KRS 405.020 as fundamental. In *E.M. v. House of Boom Ky., LLC (In re Miller)*, 575 S.W.3d 656 (Ky. 2019), the Court describes the right to direct the education of one’s children as follows:

“The liberty interest. . . of parents in the care, custody, and control of their children—is perhaps the *oldest* of the *fundamental liberty interests* recognized by this Court.” (Bold italics added).

575 S.W.3d at 661.

B. **Federal Law.**

It is elemental that the United States Constitution is the supreme law of the land and supersedes all other laws. In *Espinoza v. Mont. Dep’t of Revenue*, 140 S. Ct. 2246 (2020), the United States Supreme Court states:

The Supremacy Clause provides that “the Judges in every State shall be bound” by the Federal Constitution, “any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.” Art. VI, cl. 2. “[T]his Clause creates a rule of decision” directing state courts that they “must not give effect to state laws that conflict with federal law.” *Armstrong v. Exceptional Child Center, Inc.*, 575 U. S. 320, 324, 135 S. Ct. 1378, 191 L. Ed. 2d 471 (2015). (Bold italics added).

140 S. Ct. at 2262.

Thus, Federal law prevails even in the absence of Kentucky’s statutory and case law recognizing that the right to direct and control the education of one’s children is one of the most venerable and fundamental rights individuals possess.

The following analysis demonstrates that KRS 157.350(4), on its face and as applied by the Hearing Officer in the instant case, violates the 14th Amendment to the United States Constitution.

The 14th Amendment to the United States Constitution (the “14th Amendment”) provides:

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; ***nor shall any State deprive any person of life, liberty, or property, without due process of law***; nor deny to any person within its jurisdiction the equal protection of the laws. (Bold italics added).

The United States Supreme Court has held in a number of contexts and in cases that span almost a century that it is the parents’ fundamental and exclusive right to direct the education of their child. Moreover, this fundamental right is protected by the 14th Amendment. A law which impinges on the fundamental right of parents to control the education of their children is repugnant to the 14th Amendment’s protection of personal liberty and is, therefore, null and void.

- *Meyer v. Nebraska*, 262 U.S. 390 (1923):

The American people have always regarded education and acquisition of knowledge as matters of supreme importance which should be diligently promoted. The Ordinance of 1787 declares, “Religion, morality, and knowledge being necessary to good government and the happiness of mankind, schools and the means of education shall forever be encouraged.” ***Corresponding to the right of control, it is the natural duty of the parent to give his children education suitable to their station in life***; and nearly all the States, including Nebraska, enforce this obligation by compulsory laws.

[A teacher's] right thus to teach and *the right of parents to engage him so to instruct their children, we think, are within the liberty of the Amendment.* (Bold italics added).

262 U.S. at 400.

- *Pierce v. Soc'y of Sisters*, 268 U.S. 510 (1925):

Under the doctrine of *Meyer v. Nebraska*, 262 U.S. 390, we think it entirely plain that the Act of 1922 unreasonably interferes with *the liberty of parents and guardians to direct the upbringing and education of children under their control.* As often heretofore pointed out, rights guaranteed by the Constitution may not be abridged by legislation which has no reasonable relation to some purpose within the competency of the State. (Bold emphasis added).

268 U.S. at 535.

Pierce held that a law requiring students to attend public schools to the exclusion of private schools violated the 14th Amendment's guarantee of liberty based in part on the fact that enforcement of the law would put private schools out of business, just as the Recommended Order in the instant case would cause Pineville Independent to close.

- *Carey v. Population Servs. Int'l*, 431 U.S. 678 (1977):

Although “[t]he Constitution does not explicitly mention any right of privacy,” the Court has recognized that one aspect of the “liberty” protected by the Due Process Clause of the Fourteenth Amendment is “a right of personal privacy, or a guarantee of certain areas or zones of privacy.” *Roe v. Wade*, 410 U.S. 113, 152 (1973). *This right of personal privacy includes “the interest in independence in making certain kinds of important decisions.”* *Whalen v. Roe*, 429 U.S. 589, 599-600 (1977). While the outer limits of this aspect of privacy have not been marked by the Court, *it is clear that among the decisions that an individual may make without unjustified government interference are personal decisions “relating to marriage, Loving v. Virginia, 388 U.S. 1, 12 (1967); procreation, Skinner v. Oklahoma ex rel. Williamson, 316 U.S. 535, 541-542 (1942); contraception, Eisenstadt v. Baird, 405 U.S., at 453-454; id., at 460, 463-465 (WHITE, J., concurring in result); family relationships, Prince v. Massachusetts, 321 U.S. 158, 166 (1944); and child rearing and education, Pierce v. Society of Sisters, 268 U.S. 510, 535 (1925); Meyer v. Nebraska, [262 U.S. 390, 399 (1923)].”* *Roe v. Wade, supra*, at 152-153. See also *Cleveland Board of Education v. LaFleur*, 414 U.S. 632, 639-640 (1974).

431 U.S. at 684.

- Troxel v. Granville, 530 U.S. 57 (2000):

The liberty interest at issue in this case -- the interest of parents in the care, custody, and control of their children -- is *perhaps the oldest of the fundamental liberty interests recognized by this Court*. More than 75 years ago, in Meyer v. Nebraska, 262 U.S. 390, 399, 401, 67 L. Ed. 1042, 43 S. Ct. 625 (1923), we held that the “liberty” protected by the Due Process Clause includes the right of parents to “establish a home and bring up children” and “*to control the education of their own.*” Two years later, in Pierce v. Society of Sisters, 268 U.S. 510, 534-535, 69 L. Ed. 1070, 45 S. Ct. 571 (1925), we again held that the “liberty of parents and guardians” includes the right “*to direct the upbringing and education of children under their control.*” (Bold italics added).

530 U.S. at 65.

In short, the right of parents to control their children’s education is one of the most venerable and fundamental rights recognized and protected by both Kentucky and federal law.

C. Application of Kentucky and Federal Law.

The supreme law of the land as reflected in the United States Constitution and decisions of the United States Supreme Court interpreting it cannot be bypassed by mere procedural or administrative rules or statutes or by case law limiting what a decision-maker in the administrative process may consider; for example a procedural or administrative rule or case law precluding a Hearing Officer from considering constitutional issues. The supreme law of the land must always be taken into account in any administrative process at any level; otherwise it is not the supreme law of the land. Engquist v. Or. Dep’t of Agric., 533 U.S. 591 (2008), recognized that the United States Constitution applies to administrative proceedings, stating:

It is well settled that the Equal Protection Clause “protect[s] persons, not groups,” Adarand Constructors v. Pena, 515 U.S. 200, 227, 115 S. Ct. 2097, 132 L. Ed. 2d 158 (1995) (emphasis), and that *the Clause’s protections apply to administrative as well as legislative acts*, see, e.g., Raymond v. Chicago Union Traction Co., 207 U.S. 20, 35-36, 28 S. Ct. 7, 52 L. Ed. 78 (1907).

533 U.S. at 597.

Therefore, the Hearing Officer acted contrary to law in refusing to consider Pineville Independent's arguments based on the United States Constitution.

KRS 157.350(4), on its face and as applied in the Recommended Order, violates the right of parents to control the education of their children as described above. On its face, KRS 157.350(4) takes away from parents the right to control their children's education by sending them to the school they believe is in the best interests of the child. Instead, that right is given to the board of education in which the child resides and the board of education where the parents wish to send the child. The right to determine whether or how many children residing in Education District A will be allowed to attend Education District B and the terms on which such attendance can occur is taken away from the parents and is given instead to the boards of education. If the districts cannot agree, the matter is resolved by the administrative process of the Department of Education. At no point during this process are the wishes of parents regarding the education of their children taken into account. Thus, KRS 157.350(4), on its face, violates the liberty interest protected by the 14th Amendment.

As applied by the Hearing Officer, KRS 157.350(4) also violates parents' liberty interest protected by the 14th Amendment to control the education of their children. Under the Recommended Order, the number of students residing in Bell County who will be allowed to attend Pineville Independent with the SEEK funds allocable to them to be transferred to Pineville Independent will be reduced from 268 to, eventually, zero. In order to avoid closing, Pineville Independent will have to charge tuition to students residing in Bell County who are not covered by the terms of the Recommended Order, something it has never done before. This tuition, in order to offset the SEEK funds no longer available, would be in the amount of \$5,899.00 per student, the amount of SEEK funds per student Pineville Independent currently receives. It is

beyond cavil that most of the parents in rural Bell County would not be able to afford such tuition to send their children to Pineville Independent. Thus, the practical effect of the Recommended Order is to deny, or at least unreasonably impinge upon, the 14th Amendment liberty interest of Bell County residents who wish to send their children to Pikeville; they will be deprived of the fundamental right to control their children's education.

As a result, the Recommended Order is invalid as a matter of law and must be revised.

II. The Hearing Officer Based His Decision on Inapplicable Standards.

In deciding the issues presented, the Hearing Officer imposed standards on Pineville Independent that are not found in the applicable law. For example, the Hearing Officer held Pineville Independent must prove Bell County was not providing an adequate education to its students; it was insufficient for Pineville Independent to demonstrate that it could provide a superior educational experience to that provided by Bell County; and Pineville Independent was required to prove Bell County was not providing an efficient system by showing Bell County was operating with waste, duplication, mismanagement or political influence. None of these standards are found in KRS 157.350(4) and it was, therefore, erroneous for the Hearing Officer to impose them on Pineville Independent.

The Recommended Order is invalid as a matter of law and must be revised.

III. The Hearing Officer's Findings of Fact, Conclusions of Law, and Recommended Order are Contradictory, are Contrary to Applicable Law, and are Not Supported by Substantial Evidence of Probative Value.

The Hearing Officer's Findings of Fact, Conclusions of Law, and Recommended Order are contradictory, contrary to applicable law, and unsupported by substantial evidence of probative value for the following reasons:

1. The Hearing Officer found at p. 11, paragraphs 20-21 of the Recommended Order that Pineville Independent failed to present evidence relevant to any legally cognizable claim, relying only on the fact that the loss of SEEK funds would be devastating to Pineville Independent. In fact, Pineville Independent did present legal arguments in the form of its constitutional arguments, which the Hearing Officer erroneously ignored. Therefore, the Recommended Order is invalid as a matter of law and must be revised.

2. With respect to the Hearing Officer's finding at p. 12, paragraph 22 of the Recommended Order that Pineville Independent recruited students from Bell County, there was only speculation to support such a charge. Even so, outside of matters under the jurisdiction of the Kentucky High School Athletic Association, there is no legal prohibition against one school district recruiting students from another school district, so that the Hearing Officer erred as a matter of law in considering an irrelevant factor and the Recommended Order is not supported by substantial evidence of probative value and must be revised.

3. The Hearing Officer, at p. 12, paragraph 24 of the Recommended Order, relied on the fact that Bell County incurred more for transportation costs than Pineville Independent. The Hearing Officer failed to recognize that Bell County's higher transportation costs are offset by transportation add-on funds, so that the fact that Bell County has higher transportation costs is irrelevant and the Hearing Officer erred in placing reliance on Bell County's transportation costs in arriving at his decision. Thus, the Recommended Order is not supported by substantial evidence of probative value, are contrary to applicable law, and must be revised.

4. No evidence supports the finding at p. 14, paragraph 29 of the Recommended Order that Pineville Independent could have sought other sources of funding to replace the SEEK funds previously received from Bell County. Testimony from both Pineville Independent's witnesses

and Bell County's witnesses was to the effect that Pineville Independent's loss of SEEK funds would cripple or shut down Pineville Independent. The Recommended Order is not supported by substantial evidence of probative value and must be revised.

5. The Recommended Order is erroneously based on the Agreement between Bell County and Pineville Independent for the 2018-2019 school year. *See* Recommended Order at p. 19-20, paragraphs 50-55. The Hearing Officer also relied upon Agreements for school years before the 2018-2019 Agreement in making his recommendations. *Id.* Bell County and Pineville Independent did have an Agreement for the 2018-2019 school year. The Hearing Officer did not confine his recommendations to the proper year in issue – the 2019-2020 school year. A true and correct copy of the Agreement for the 2018-2019 school year is attached hereto as Exhibit 1.

6. The statement at page 14, paragraph 32 of the Recommended Order that Pineville Independent was selectively admitting only students necessary to fill classes in each grade level is without any evidentiary support in the record and the Recommended Order must, therefore, be revised.

7. At p. 15, paragraph 37 the Recommended Order acknowledges that depriving Pineville Independent of SEEK funds would result in the closure of Pineville Independent and its merger into Bell County. KRS 157.350(4)(b)4 states that the right to relief under that statute is to be determined by considering “the factors affecting the districts, *including but not limited to* academic performance and the impact on programs, school facilities, transportation, and staffing of the districts.” (Bold italics added.) Thus the Hearing Officer must consider *all* factors affecting the districts including, in the present case, the fact that depriving Pineville Independent of the disputed SEEK funds will require that it be closed and merged into Bell County.

Absurd results are to be avoided. Comprehensive Home Health Servs. v. Prof'l Home Health Care Agency, Inc., 434 S.W.3d 433 (Ky. 2013) states:

In the interpretation of administrative regulations, we apply the same rules that are applicable to statutory construction and interpretation. Revenue Cabinet v. Joy Technologies, Inc., 838 S.W.2d 406 (Ky. App. 1992). As such, ***we presume that the legislature “did not intend an absurd result” in directing the Cabinet to promulgate regulations*** assuring consistency with the SHP ***and that the Cabinet did not intend such a result in issuing those regulations.*** (Bold italics added).

434 S.W.3d at 441.

It would be absurd to obliterate Pineville Independent, which has been in existence since the late 1800's, and which at least 268 residents in Bell County view as offering a better educational experience than Bell County. The Hearing Officer erred in failing to give proper consideration to the financial plight that will be created for Pineville Independent by the Recommended Order and, thus, the Recommended Order is not supported by substantial evidence of probative value, is contrary to applicable law, and must be revised.

8. The Recommended Order at p. 15, paragraph 37 is not supported by substantial evidence of probative value and is contrary to applicable law in that it applies legal standards inconsistently between Pineville Independent and Bell County in that the Recommended Order states that Bell County should receive the SEEK funds in question so it can achieve economies of scale, but no consideration is given to Pineville Independent's need for the SEEK funds for the same reason.

9. At p. 16 paragraph 38 and p. 19, paragraph 49 of the Recommended Order the Hearing Officer criticizes Pineville Independent for becoming involved in the election of the Board of Bell County. Doing so violates no principle of law, so that insofar as the Recommended Order is based on the involvement of Pineville Independent in the election of the Board of Bell County it is contrary to applicable law and must be revised.

10. The Recommended Order, at p. 21, paragraph 59, says that Bell County demonstrated compassion for the students but Pineville Independent did not. This statement is not supported by substantial evidence of probative value and the Recommended Order must, therefore, be revised.

11. P. 25, Paragraph 70 of the Recommended Order implies that in order to prevail, Pineville Independent was required to prove that Bell County was not providing an adequate education for its students. There is no such legal requirement and the Recommended Order is therefore contrary to applicable law and must be revised.

11. Pineville Independent introduced un rebutted evidence as to the principal amount of bonds issued to finance school projects and the payments due on those bonds. The testimony that loss of the disputed SEEK funds would cause Pineville Independent to default on those bonds was also un rebutted. The Recommended Order at p. 28, paragraph 87 fails to give proper consideration to this factor and is, therefore contrary to applicable law and is unsupported by substantial evidence of probative value and must be revised.

12. At p. 43, paragraph 22 the Recommended Order relies upon the state constitutional right of students to an adequate education, but refuses to consider applicable federal constitutional and Kentucky statutory and case law relating to a parent's right to control their child's education, discussed above. The Recommended Order is therefore inconsistent and contrary to applicable law and must be revised.

13. There is no basis for the statement at p. 45, paragraph 29 that Pineville Independent is allowing or assisting parents residing in Bell County in violating the residency law. It is not illegal for students to enroll in a non-resident district even absent an agreement between the two districts. The only purpose of an agreement is to allow the SEEK funds allocable to the non-resident student to be transferred to the district where the student actually goes to school, the

District that actually incurs the cost of educating that student. Accordingly, the Recommended Order is contrary to applicable law and must be revised.

IV. The Hearing Officer's Recommended Order Does Not Comport with KRS 157.350(4)(a)4 and is Contrary to the Unrebutted Proof.

KRS 157.350(4)(a)4 mandates that a Hearing Officer, in making a decision regarding the allocation of SEEK funds, consider “the factors affecting the districts, including but not limited to academic performance and the impact on programs, school facilities, transportation, and staffing of the districts.” The Hearing Officer’s Recommended Order does not comport with this statutory language and is contrary to the unrebutted proof and must be revised for the following reasons.

A. Depriving Pineville Independent of the SEEK Funds at Issue Would Cause it to be Closed and Merged into Bell County.

The Hearing Officer acknowledges in the Recommended Order that depriving Pineville Independent of the SEEK funds in question would cause Pineville Independent to either close or be merged into Bell County. *See* Recommended Order at p. 15, paragraph 37. It is impossible to imagine something that would affect the impact on Pineville Independent’s programs, school facilities, transportation, and staffing to a greater extent than obliterating it, which is the effect the Recommended Order would have according to the Hearing Officer’s findings.

B. Depriving Pineville Independent of the SEEK Funds at Issue Would Cause It to Default on Its Construction Bonds and Adversely Affect Its School Facilities.

The Hearing Officer failed to take account of or give proper weight to the unrebutted testimony of Russell Thompson, Superintendent of Pineville Independent (“Thompson”), who testified that Pineville Independent has issued approximately \$5 million in construction bonds, and depriving Pineville Independent of the SEEK funds at issue would cause Pineville independent to default on those bonds. (Transcript, Vol. 1, p. 56-59).

C. Both Districts Provide an Adequate Education.

Pineville Independent believes both it and Bell County provide an adequate education for their students, so this factor contained in KRS 157.350(4)(a)4 need not be discussed.

D. Depriving Pineville Independent of the SEEK Funds at Issue Would Prevent It from Carrying Out Its Facilities Plan approved by the Kentucky Department of Education.

Thompson testified that Pineville Independent has a school facilities plan approved by the Kentucky Department of Education. (Transcript, Vol. 1, p. 72). Thompson also testified that if Pineville Independent is deprived of the SEEK funds at issue, it will not be able to carry out its facilities plan. (Transcript, Vol. 1, p. 73).

E. The Unrebutted Testimony of Thompson is that Transportation Costs are Included in Calculating SEEK Funds.

Thompson testified that transportation costs are included in calculating the amount of SEEK funds to be paid to a school district. (Transcript, Vol. 1, p. 104). SEEK funds include the cost of transporting students to the school where they are delivered, regardless of who transports them. (Transcript, Vol. 1, p. 105-106). To the same effect is the testimony of Paula Goodin, part-time Director of Pupil Personnel (“Goodin”). (Transcript, Vol. 1, p. 195-196). According to Goodin, Pineville Independent receives \$276,492 per year in SEEK funds based on transportation costs. (Transcript, Vol. 1, p. 195). Therefore, depriving Pineville Independent of the SEEK funds at issue would adversely affect its ability to transport students.

F. Depriving Pineville Independent of the SEEK Funds in Dispute Would Adversely Affect Its Staffing.

A reduction of approximately \$3 million in Pineville Independent’s budget would obviously adversely affect its staffing. The loss of these funds would impact not only Pineville

Independent as an institution, but would undoubtedly require a reduction in staffing which would be a consequence falling personally on the certified and classified staff alike.

CONCLUSION

WHEREFORE, the Appellant, Pineville Independent Board of Education, requests the Amended Findings of Fact, Conclusions of Law, and an Amended Recommended Order be set aside and the prior “any and all” Agreement between Pineville Independent and Bell County be reinstated. In the alternative, the Commissioner’s Order from which the instant appeal was taken should be reinstated.

Respectfully submitted,

Timothy Crawford
317 N. Main Street
P.O. Box 1206
Corbin, Kentucky 40702-1206
Telephone: (606) 523-1950
E-mail: tim.crawford@timcrawfordlaw.com

and

Michael A. Owsley
ENGLISH, LUCAS, PRIEST & OWSLEY, LLP
1101 College Street; P.O. Box 770
Bowling Green, KY 42102-0770
Telephone: (270) 781-6500
E-mail: mowsley@elpolaw.com

*Attorneys for the Board of Education for the
Pineville Independent School District*

By: 

MICHAEL A. OWSLEY

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 8, 2020, the original of the foregoing document was served by Federal Express-Overnight Service and a copy was sent by electronic mail to the following:

Original to: Ms. Jennifer Payne
Office of Legal Services
Department of Education
300 Sower Blvd.
5th Floor 300 Building
Frankfort, KY 40601
Jennifer.payne@education.ky.gov

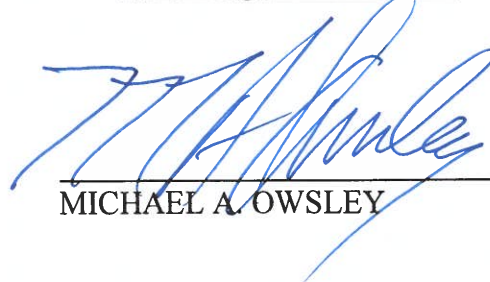
The undersigned further certifies that a copy of the foregoing was served this September 8, 2020, by electronic mail only to the following:

Michael Head
Hearing Officer
Division of Administrative Hearings
Office of the Attorney General
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204
OAG.AHB@ky.gov

Heather VanWinkle
Office of the Attorney General
Division of Administrative Hearings
1024 Capital Center Drive
Frankfort, KY 40601
PH: (502) 696-5487
heather.vanwinkle@ky.gov
oag.ahb@ky.gov

Timothy Crawford
317 N. Main St.
P.O. Box 1206
Corbin, Kentucky 40702-1206
tim.crawford@timcrawfordlaw.com

Larry G. Bryson
318 W. Dixie Street
London, Kentucky 40741
lgbryson@windstream.net



MICHAEL A. OWSLEY

Exhibit 1

**PINEVILLE INDEPENDENT SCHOOL DISTRICT
CONTRACT FOR NONRESIDENT PUPILS**

School Year: 2018-2019

I. The board of education of the Bell County school district (district of legal residence of pupils) enters into a year contract with the board of education of the Pineville Independent school district (district where the pupils attend) to educate (mark one):

- X Any/All
- One for One
- Specific Number

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 Pineville Independent school district is to receive transportation credit for all pupils reported in Part I with 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:

Devin Ramsey, Chairman Bell County School District
Yvonne Gilliam, Secretary 1/18/18 Date

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

[Signature], Chairman Pineville Independent School District
Russell Thompson, Secretary December 20, 2017 Date

BELL COUNTY SCHOOL DISTRICT (031)
CONTRACT FOR NONRESIDENT PUPILS

School Year: 2018- 2019

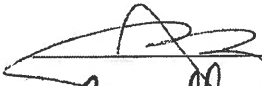
- I. The Board of Education of the Pineville Independent School District (district of legal residence of pupils) enters into a contract with the Board of Education of the Bell County School District (district where the pupils attend) to educate (mark one):

Any / All	Yes / No
One for One	Yes / No
Specific Number	Enter Number:


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 Bell County 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.

This contract must be executed below by the Board of Education where the pupils legally reside:


_____, Chairman Pineville Independent School District
Russell Mayman, Secretary _____ 1/15/18 Date

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


_____, Chairman Bell County School District
Apronne Sullivan, Secretary _____ 12/19/17 Date