

**DATE:**

6/14/2021

**AGENDA ITEM (ACTION ITEM):**

Consider / Approve the 2021-2022 Kenton County Non-Public Student Transportation Contract with the Kenton County Fiscal Court.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Under KRS 158.115 a county may expend monies from its general fund for the purpose of furnishing transportation for pupils attending non-public schools. The Kenton County School District provides student transportation for several Kenton County non-public schools throughout the school year. The General Fund Transportation Revenue generates approximately \$600,000.00 annually through this contract.

**FISCAL/BUDGETARY IMPACT:**

N/A

**RECOMMENDATION:**

Approve the 2021-2022 Kenton County Non-Public Student Transportation Contract with the Kenton County Fiscal Court.

**CONTACT PERSON:**

Jim Hale, Director of Transportation

David Lloyd, Executive Director of Facilities

\_\_\_\_\_  
*Principal/Administrator*

  
\_\_\_\_\_  
*District Administrator*

  
\_\_\_\_\_  
*Superintendent*

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda*

*Principal – Complete, print, sign and send to your Director. Director – if approved, sign and put in the Superintendent's mailbox*

THIS CONTRACT made and entered in to this the 13th day of July 2021, by and between Kenton County, Kentucky, acting by and through the Fiscal Court of Kenton County, Kentucky, pursuant to KRS 67.070 and related statutes, FIRST PARTY; and the Kenton County Board of Education, Kenton County, Kentucky, acting pursuant to KRS 160.160, 160.290, and related statutes, SECOND PARTY.

WITNESSETH: Whereas, under KRS 158.115 a county may expend monies from its general fund for the purpose of furnishing transportation for pupils attending non-public schools, and

Whereas, the Constitution of Kentucky, as construed by the Kentucky Court of Appeals in Sherrad vs. Jefferson County Board of Education, 294 KY 469.171, S.W. 2d 963, and in other cases, prohibits a county school board from spending school monies for such purposes, and

Whereas, in Rawlings vs. Butler, 290 S.W. 2d 801, and Board of Education of Jefferson County vs. Jefferson County, Kentucky, 333 S.W. 2d 746, the Kentucky Court of Appeals approved application of the per capita formula to determine the allocation of cost for the transportation of non-public school pupils and public school pupils by the county from general funds, and the cost of transporting the latter pupils by a county school board can be paid by the county school board from public school funds, and

Whereas, by KRS 158.115 the First Party is authorized to supplement the present school bus transportation system for the aid of any pupil of any grade who does not live within reasonable walking distance of the school attended by him in compliance with the compulsory school attendance law where there are no sidewalks along the highway he is compelled to travel, and

Whereas, the parties hereto have agreed upon the terms and conditions under which the non public school students residing in Kenton County are eligible under KRS 158.115 for transportation at public expense during the school year 2021-2022 with the entire expense of transporting such non public school students to the borne by the First Party.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Second Party covenants to transport to and from school all non-public school students who do not live within reasonable walking distance of the school attended by them in Kenton County, Kentucky, there are no sidewalks along the highway which such pupils are compelled to travel.
2. Second Party shall transport the said non public school pupils to and from school on each day upon which the said public schools are operated for the purpose of regular instruction of pupils in school work. Second Party shall maintain reasonable schedules and routes for picking up and discharging such non public school pupils at convenient stops now and hereafter established by Second Party.
3. Second Party shall maintain public liability insurance coverage on all buses transporting pupils pursuant to this contract with minimum coverage of \$100,000 for property damage, \$250,000 for injury to one person, \$2,000,000 for injuries to all persons in a single accident, and \$10,000 for medical payments to each person.
4. Second Party shall not be required to transport any pupil to a private sectarian, of parochial school more remote from the student's residence than the nearest such school of the student's faith located on an established route of the bus from the pupil's home.
5. The word "School" as used in this contract shall mean only such schools as are approved and accredited by the State Board of Education of Kentucky. The phrase "within reasonable walking distance" shall be construed in accordance with the rules and regulations of the State Board of Education of Kentucky, as amended from time to time, and with the laws of the Commonwealth of Kentucky.
6. First Party shall pay all transportation costs of the non public school pupils from its general fund and not from any funds or taxes raised for educational purposes or appropriated in aid of common schools. The First Party represents and warrants that it has sufficient funds on hand, or reasonable anticipated during the current year, to meet the obligations created hereby and that such funds have been properly budgeted as herein recited.

7. The cost of transporting the non public students as herein provided shall be determined in accordance with the per capita formula as announced in Rawling vs. Butler (supra) and confirmed in Board of Education of Jefferson County vs. Jefferson County (supra). In arriving at such cost the following formula shall be used:

Average number of non public school pupils x 175 (number of days non public schools are open for instruction) x

Total transportation cost to all children to and from school for regular school instruction.

Average number of public school pupils x 175 (number of days public schools are open for instruction)

The Second Party shall account for all students transported by said Second Party each month during the school year.

8. If the Second Party uses any of its school buses for purposes other than the transportation of pupils to and from school for regularly scheduled instruction, the cost of such use shall not be charged as a part of the total cost of transportation of pupils within the meaning of paragraph #7.
9. First Party shall pay the total cost of transporting non public school pupils for the school year in monthly installments as invoiced by the Second Party.

The Second Party shall have the right to establish and enforce reasonable rules and regulations for the contract of all pupils transported on Second Party's buses, including both public and non public school pupils.

IN TESTIMONY WHEREOF the First Party executed this instrument pursuant to an order of the Kenton County, Kentucky, Fiscal Court on the 13th day of July, 2021 and the Second Party executed this contract pursuant to an order of the Superintendent of Kenton County School System with approval of the Board of Education of Kenton County, Kentucky.

This the 13th day of July, 2021.

FISCAL COURT OF KENTON  
COUNTY, KENTUCKY

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BY KRIS KNOCHELMANN  
COUNTY JUDGE EXECUTIVE

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ROB HANEY, EXECUTIVE DIRECTOR  
KENTON CO BOARD OF EDUCATION

ATTEST:

FISCAL COURT CLERK