

PAROCHIAL TRANSPORTATION CONTRACT

2023-24

THIS CONTRACT made and entered into the ____ day of _____, 2023, by and between Marion County, Kentucky, acting by and through the Fiscal Court of Marion County, Kentucky, pursuant to KRS 67.070 and related statutes, **FIRST PARTY**; and the Marion County Board of Education, Marion 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. 3d 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 on non-public school pupils and public school pupils in order that the cost of transporting the former pupils can be paid 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 funds, and

Whereas, KRS 157.360, Para (2) (c) states: Districts which contract to furnish transportation to students attending non-public schools may adopt any payment formula which assures that non public school funds are used for the transportation of non-public students, and

Whereas, by KRS 158.115 the First Party is authorized to supplement the present school bus transportation system of Marion County 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 Marion County are eligible under KRS 158.115 for transportation at public expense during the school year 2023-2024 up to a maximum of \$30,000.00 of the entire expense of transporting such non-public school students to be borne by the First Party. The remaining expense, if any, to be borne by the parochial schools on a prorated basis.

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 during the 2022-2023 school year all non-public school students who do not live within reasonable walking distance of the school attended by them in Marion County, Kentucky, in compliance with the compulsory school attendance laws or where 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 schoolwork. 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 and \$2,000,000 for injuries to all persons in a single accident.

4. Second Party shall not be required to transport any pupil to a private sectarian, or 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, as amended from time to time, and with the laws of the Commonwealth of Kentucky.

6. First Party shall, in conjunction with the parochial schools, 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 to common schools. The First Party represents and warrants that it has sufficient funds on hand, or reasonably 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 pupils as herein provided shall be determined in accordance with a per pupil mile formula and is arrived at as follows:

Total cost of transportation of both
public and non-public school pupils
_____ = Cost per pupil per mile transported

Aggregate annual miles of public and
non-public school pupils transported

Cost per pupil mile transported X Aggregate annual miles of non-
public pupils transported = Cost of transportation for non-public
school pupils.

In determining the total cost of transportation of both public and non-public school pupils, costs included shall be those items within the 901 codes of the annual budget less cost of bus usage other than to and from school plus fixed costs. Fixed costs are defined as those costs, which include matching contributions to County Employees Retirement System, Social Security, Workers' Compensation, Unemployment and Liability Insurance.

One exception to the inclusion of all costs within the 901 codes as part of the total transportation cost shall be the cost of replacement buses. In this case, the total cost of replacement buses shall be divided by ten to determine the annual cost for the replacement of these buses. The total cost of replacement of buses shall be subtracted from the 901 codes and the accumulated 10% if annual cost of replacement of buses shall be added. Beginning with the 2013-14 school year, the cost for the replacement of buses shall be 1/10 of that year's cost plus 10% of all previous years' costs.

In arriving at the aggregate annual miles pupils are transported to and from school, the required bus route reports will be utilized. Not only does this report contain the names of the pupils, who ride that

particular bus, but it also shows which school they attend and how many miles they ride the bus to get to school. To find the aggregate annual miles, there is an addition of the miles as reported. Since the miles reported are from residence to school, the number must be doubled in order to supply the daily total. The daily total miles of non-public pupils transported times the number of days in membership equals aggregate annual miles transported.

In order to assist in determining the average number of non-public and public school pupils transported during the said school year, Second Party shall account for all students transported by said Second Party each month during the school year and the average of the numbers thus obtained shall then be compared with the records of the Parochial School System for verification.

8. If the Second Party used any of its school buses for purpose 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. Accurate records of any such use shall be kept by the Second Party.

9. First Party shall pay up to a maximum of \$30,000 of the total cost of transporting non-public school pupils for the school year 2023-2024 on or before July 31, 2024.

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

11. Second Party shall provide to First Party an estimate of cost by April 30, 2024. In order to avoid interruption of services, a new contract shall be drawn as near to this date as possible.

IN TESTIMONY WHEREOF the First Party executed this instrument pursuant to an order of the Marion County, Kentucky, Fiscal Court on the ___ day of _____, 2023, and the Second Party executed this contract pursuant to a resolution of the Board of Education of Marion County, Kentucky, dated the ___ day of _____, 2023.

MARION COUNTY, KENTUCKY

_____ By:
Marion County Judge Executive

MARION COUNTY BOARD OF EDUCATION

_____ By:
Chairperson
Marion County Board of Education

ATTEST:

Chris Brady, Superintendent/Secretary
Marion County Board of Education