

THIS CONTRACT made and entered into this the 18 day of April, 2024, by and between Boone County, Kentucky, acting by and through the Fiscal Court of Boone County, Kentucky, pursuant to KRS 67.070 and related statutes, FIRST PARTY; and the Boone County Board of Education, Boone 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 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 school funds, and

Whereas, by KRS 158.115 the First Party is authorized to supplement the present school bus transportation system of Boone 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 Boone County are eligible under KRS 158.115 for transportation at public expense during the school year 2024-2025 with the entire expense of transporting such non-public school students to be 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 Boone County, Kentucky, in compliance with the compulsory school attendance laws and 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 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, 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 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 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 students as herein provided shall be determined in accordance with the per capita formula as announced in Rawlings 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)

In order to assist the auditors 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.

In addition to the costs reflected through the above formula, the Second Party shall be reimbursed for the additional costs for the necessity of transporting certain private students out of district, due to the fact there is no private school within each of the districts established for the public school students.

8. Upon the closing of the public and non-public schools in June 2024, an audit of the transportation costs of all pupils shall be made by a certified public accountant agreed upon by the parties, and the cost of transporting the non-public school students during the school year 2023-2024 shall be certified by the said CPA to the parties hereto on or before July 31, 2024. The said audit shall not be conclusive on the parties but shall be evidentiary only.

The said CPA shall be agreed upon by the parties hereto on or before May 1, 2024, and if no agreement has been reached by this date, then the CPA shall be appointed by the Judge of the Boone Circuit Court.

The cost of such audit shall be considered as a transportation cost for all pupils within the meaning of this contract and borne by the parties hereto in the same proportion as other transportation costs.

9. 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. Accurate records of any such use shall be kept by the Second Party and shall, be included in said audit.

10. First Party shall pay the total cost of transporting non-public school pupils for the school year 2024-2025 in installments as follows:

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 Boone County, Kentucky, Fiscal Court on the ____ day of _____, 2024, and the Second Party executed this contract pursuant to a resolution of the Board of Education of Boone County, Kentucky, dated the 13 day of April, 2024.

BOONE COUNTY, KENTUCKY
BY:

BOONE COUNTY BOARD OF EDUCATION
BY:

Gary W. Moore
Boone County Judge/Executive

Business Manager/Treasurer

ATTEST

Secretary, Boone County Board of Education