

SUPREME COURT OF KENTUCKY

Jefferson County Board of Education v. Fell ex rel. L.F.

391 S.W.3d 713 (Ky. 2012) · Decided September 20, 2012

SUMMARY

The Kentucky Supreme Court held that KRS 159.070 does not grant Kentucky public school students a statutory right to attend the public school nearest their homes. The court distinguished enrollment from attendance, considered related compulsory-attendance provisions and the statute's legislative history, and concluded that student assignment is committed to the discretion of local school boards. The court reversed the Court of Appeals and reinstated the Jefferson Circuit Court's dismissal of the complaint.

OPINION

ABRAMSON, J.

Opinion of the Court by
Justice ABRAMSON.

The parents of fourteen Jefferson County schoolchildren brought this action claiming Kentucky Revised Statute (KRS) 159.070 grants their children a statutory right to attend the public school nearest their home. While the litigants have discussed extensively the particular student assignment plan adopted by the Jefferson County Public Schools (JCPS), this case, from its inception, has raised solely an issue of statutory construction, an issue that is of consequence in all 120 counties of the Commonwealth. Having considered the language of KRS 159.070, the remainder of Chapter 159 regarding "Compulsory Attendance," and the specific legislative history of KRS 159.070, we conclude that Kentucky public school students have no statutory right to attend a particular school. Appellant Jefferson County Board of Education and the Kentucky School Boards Association, which has appeared as amicus curiae in this case along with 159 other Kentucky school districts, are correct in asserting that student assignment within a school district in Kentucky is a matter that the legislature has committed to the sound discretion of the local school board. Accordingly, we reverse the erroneous decision of the Court of Appeals and reinstate the ruling of the Jefferson Circuit Court dismissing the Complaint in this action.

STATEMENT OF RELEVANT FACTS

In the summer of 2010, Scott Arnold as Father and Next Friend of S.A. filed a Complaint in Jefferson Circuit Court claiming his son was denied the right to attend the elementary school nearest their home in contravention of KRS 159.070. This alleged statutory violation was the sole claim in the Complaint. The named Defendants were the Jefferson County *717Board of

Education and the then-Superintendent of JCPS, Dr. Sheldon Berman. (These Defendants are collectively referred to herein as “JCPS.”) Through five amended complaints and eventually an Intervening Complaint, twelve other parents joined the lawsuit asserting identical violations of KRS 159.070 on behalf of their children. (The parents are collectively referred to herein as “Plaintiffs.”)¹ JCPS filed a Motion to Dismiss pursuant to Kentucky Rule of Civil Procedure 12.02, and the Jefferson Circuit Court granted that motion on the grounds that the Plaintiffs’ interpretation of the statute was simply incorrect. The circuit court concluded that “enroll” and “attend” are not interchangeable and held that the legislative history of KRS 159.070 established legislative intent not to equate the two words.

On appeal, the Court of Appeals reversed in a divided opinion wherein the majority concluded that “[t]he legislature has mandated that parents have the right to enroll their child in the school nearest their home and ‘enroll’ means for purposes of attendance.” That court, in an unprecedented opinion, ordered JCPS to develop a new student assignment plan for the 2012-13 school year that was “reasonably consistent with KRS 159.070 and this Court’s opinion.” JCPS was directed to submit its new assignment plan to the circuit court for approval with the Court of Appeals indicating that the magnet schools, special language programs, special education programs and similar specialized programs that serve many of JCPS’s approximately 99,000 students would not necessarily be abolished. Rather, “JCPS will have the opportunity to request that specific schools not be included in the statutory mandate because the school serves specialized needs throughout the county.” JCPS was deemed to have discretion to establish attendance areas and implement transportation plans for the district “limited only by reasonable compliance with constitutional and statutory law,” apparently a reference to federal school desegregation law and KRS 159.070. From this far-reaching opinion which granted final authority on the proper assignment of public school students to a local circuit judge, JCPS sought discretionary review.

ANALYSIS

I. The Statutory Construction Issue Presented By Plaintiffs’ Complaint.

Plaintiffs claim that Kentucky schoolchildren are entitled to attend the public school nearest their home, often referred to as their “neighborhood school,” by virtue of the plain language of KRS 159.070. Although Plaintiffs have focused primarily on the last sentence of that statute, it is important to consider the statute in its entirety. KRS 159.070 states:

Each school district shall constitute a separate attendance district unless two (2) or more contiguous school districts, with the approval of the Kentucky Board of Education, unite to form one (1) attendance district. Controversies arising in attendance districts relating to attendance matters shall be submitted to the Kentucky Board of Education for settlement. In case an agreement suitable to all parties cannot be reached, the Kentucky Board of Education may dissolve a united district. In case of dissolution, each school district involved may *718unite with other contiguous school districts in forming a united attendance district or may act as a separate attendance district. Within the appropriate school district attendance area, parents or legal

guardians shall be permitted to enroll their children' in the public school nearest their home. (emphasis supplied). Simply put, Plaintiffs maintain that "enroll their children in the [nearest] public school" means that their children are entitled to attend that neighborhood school while JCPS maintains that "enroll" is not synonymous with "attend." 2 JCPS posits that Jefferson County schoolchildren may and do "enroll" as JCPS students at the school serving their home address but that enrollment means registering and does not automatically equate with attendance at that particular school. JCPS relies on accepted definitions of "enroll" and "attend," the language employed in other provisions of KRS Chapter 159, the specific history of KRS 159.170 and longstanding Kentucky jurisprudence regarding the role of local school boards in student assignment. With the issue before us properly framed, we turn to the principles of statutory construction that must guide our decision.

II. The Governing Principles of Statutory Construction.

When construing a statute, this Court is presented with an issue of law which we address de novo. *Cumberland Valley Contractors, Inc. v. Bell County Coal Corp.*, 238 S.W.3d 644, 647 (Ky.2007). "The cardinal rule of statutory construction is that the intention of the legislature should be ascertained and given effect." *MPM Financial Group, Inc. v. Morton*, 289 S.W.3d 193, 197 (Ky.2009); *Saxton v. Commonwealth*, 315 S.W.3d 293, 300 (Ky.2010) ("Discerning and effectuating the legislative intent is the first and cardinal rule of statutory construction."). This fundamental principle is underscored by the General Assembly itself in the following oft-quoted language of KRS 446.080(1): "All statutes of this state shall be liberally construed with a view to promote their objects and carry out the intent of the legislature...." In *Shawnee Telecom Resources, Inc. v. Brown*, 354 S.W.3d 542, 551 (Ky.2011), we summarized the basic principles of statutory construction as follows:

In construing statutes, our goal, of course, is to give effect to the intent of the General Assembly. We derive that intent, if at all possible, from the language the General Assembly chose, either as defined by the General Assembly or as generally understood in the context of the matter under consideration.... We presume that the General Assembly intended for the statute to be construed as a whole, for all of its parts to have meaning, and for it to harmonize with related statutes.... We also presume that the General Assembly did not *719intend an absurd statute or an unconstitutional one.... Only if the statute is ambiguous or otherwise frustrates a plain reading, do we resort to extrinsic aids such as the statute's legislative history; the canons of construction; or, especially in the case of model or uniform statutes, interpretations by other courts....

(citations omitted).

Thus, we first look at the language employed by the legislature itself, relying generally on the common meaning of the particular words chosen, which meaning is often determined by reference to dictionary definitions.³ See, e.g., *Caesars Riverboat Casino, LLC v. Beach*, 336 S.W.3d 51, 58 (Ky.2011) (employing dictionary to determine "common, ordinary meaning" of the verb "to arise" as used in long-arm service of process statute); *Devasier v. James*, 278 S.W.3d 625, 632 (Ky.2009)

(using dictionary to determine common, everyday meaning of “communicate” in statute requiring mental health professional to warn intended victim of actual threat); *Malone v. Ky. Farm Bureau Mut. Ins. Co.*, 287 S.W.3d 656, 658 (Ky.2009) (using dictionary to define “agree” as used in Motor Vehicle Reparations Act settlement statute); *Commonwealth v. McCombs*, 304 S.W.3d 676, 681 (Ky.2009) (using dictionary to define “club” as used in statutory definition of a “deadly weapon”); *Clark v. Commonwealth*, 267 S.W.3d 668, 676-77 (Ky.2008) (using dictionary to define “employ,” “authorize,” “induce” and “produce” as used in penal statutes addressing sexual performance by minor).

The particular word, sentence or subsection under ‘review must also be viewed in context rather than in a vacuum; other relevant parts of the legislative act must be considered in determining the legislative intent. *Petitioner F. v. Brown*, 306 S.W.3d 80, 85-86 (Ky.2010) (Statutory enactment must be read as a whole and in context with other parts of statute with “any language in the act... read in light of the whole act.”); *Democratic Party of Ky. v. Graham*, 976 S.W.2d 423, 429 (Ky.1998) (Court cannot focus on “a single sentence or member of a sentence but [must] look to the provisions of the whole.”).

However, this preliminary assessment may not resolve the issue if the statute’s wording is ambiguous. As cogently stated in *MPM Financial Group*,

[w]hen the undefined words or terms in a statute give rise to two mutually exclusive, yet reasonable constructions, the statute is ambiguous. *Young v. Hammond*, 139 S.W.3d 895, 910 (Ky.2004); See also *Black’s Law Dictionary* 88 (8th ed.2004), (defining ambiguity as: “An uncertainty of meaning or intention, as in a contractual term or statutory provision.”); *Black’s Law Dictionary* 73 (5th ed.1979) (a term is “ambiguous” when “it is reasonably capable of being understood in more than one sense”).

289 S.W.3d at 198. Where the statute is ambiguous, the Court may properly resort to legislative history. *Id.*; *Fiscal Court of Jefferson Co. v. City of Louisville*, 559 S.W.2d 478, 480 (Ky.1977) (“The report of legislative committees may give some clue. Prior drafts of the statute may show where meaning was intentionally changed. Bills presented but not passed may have some bearing. Words spoken in debate *720may be looked at to determine the intent of the legislature.”). Often legislative history is referenced, even where a statute is. unambiguous, simply to underscore the correctness of a particular construction. See *Stephenson v. Woodward*, 182 S.W.3d 162, 172 (Ky.2005) (Resort to legislative history is unnecessary when the statute is “abundantly clear,” but in case at bar “legislative history is enlightening and serves only to strengthen our foregoing conclusion”).

As noted, the Court may also apply time-honored canons of statutory construction. See, e.g., *Fox v. Grayson*, 317 S.W.3d 1, 8 (Ky.2010) (applying the statutory construction tenet referred to as *expressio unius est exclusio alterius* (the mention of one thing implies the exclusion of another)); *Economy Optical Co. v. Ky. Bd. of Optometric Examiners*, 310 S.W.2d 783 (Ky.1958) (applying canon of “*in pari materia* ” (“in the same matter”): statutes should be construed together, should be

harmonized where possible and should result in effectiveness of all provisions, especially where two acts are passed at the same legislative session and become effective on the same day).

III. The Language of KRS 159.070.

Having detailed the general principles that guide our construction of statutes, we turn first to the language of KRS 159.070 that has been the focus of this litigation. The closing sentence of the statute states: “Within the appropriate school district attendance area, parents or legal guardians shall be permitted to enroll their children in the public school nearest their home.” Plaintiffs make no effort to address the “common, ordinary” meaning of this language, dismissing JCPS’s focus on the precise words employed, especially the use of “enroll” as opposed to “attend,” as an “inane” or “silly” parsing of the statute. In fact, examining the actual language of the statute, as repeatedly noted by this Court, is the first order of business in statutory construction. *Shawnee Telecom Resources*, 354 S.W.3d at 551. The Court of Appeals noted the dictionary definition of “enroll” offered by JCPS but then dismissed it with the following conclusory statements: “The phrase ‘enroll in’ as commonly used means to be admitted to membership in a body or society. Thus, ‘enroll in’, in the context now discussed, reasonably means to become a student at the school nearest the child’s home.” In fact, this ipse dixit approach to statutory language falls short of the judiciary’s obligation. While many words do have meanings that require little elucidation, even with relatively simple words like “arise,” “communicate” and “club,” *supra*, this Court has routinely consulted the dictionary rather than stating our own definition of the word. This case is no exception.

According to Webster’s II New College Dictionary (1995), “enroll” is a transitive verb which means “1. To enter the name of in a record, register, or roll. 2. To roll or wrap up.” The American Heritage Dictionary of the English Language (4th ed.2006) defines “enroll” as follows: “v.tr. 1. To enter or register in a roll, list, or record: enrolled the child in kindergarten; enroll the minutes of the meeting. 2. To roll or wrap up. 3. To write or print a final copy of; engross, v. intr. To place one’s name on a roll or register; sign up: We enrolled in the army.” While these definitions may give credence to the idea that implicitly one enrolls at or in a school for purposes of attendance there, it is also apparent that “enroll” does not in and of itself connote attendance. Indeed, “enroll” and “attend” are not synonymous. “Attend” has several different definitions but the most appropriate for our discussion is “v.tr. 1. To be present at: attended class.” American Heritage Dictionary, *supra*. At *721 this juncture, regardless of how we might view the enrollment sentence in isolation, i.e., even if we accept that the Plaintiffs’ reading of that sentence conflating enrollment with attendance as the more commonplace meaning, it is imperative to place the sentence in context by looking at the remainder of KRS 159.070. *Democratic Party of Ky.*, 976 S.W.2d at 429 (Court cannot focus on “single sentence or member of sentence” but must address whole statute.).

KRS 159.070 recognizes the separateness of school districts across the state but also the ability of two contiguous districts to unite or unify. Thus the first sentence states: “Each school district shall

constitute a separate attendance district unless two (2) or more contiguous school districts, with the approval of the Kentucky Board of Education, unite to form one (1) attendance district.” The next sentence appears to create a mandatory administrative remedy for issues arising as to school attendance matters by stating that “[c]ontroversies arising in attendance districts relating to attendance matters shall be submitted to the Kentucky Board of Education for settlement.” The scope of this administrative process, however, appears to be qualified in the third sentence: “In case an agreement suitable to all parties cannot be reached, the Kentucky Board of Education may dissolve a united district.” This third sentence suggests that the “attendance matters” that are to be submitted to the Kentucky Board of Education are not the individual pupil assignment issues raised by Plaintiffs in this case but the larger issue of attendance districts in a “united district.” In short, if the new unified district cannot work out attendance issues the Board of Education can dissolve the unified district, returning the districts to their original states. The fourth sentence continues to focus on this concept of separate vis-a-vis united school districts following dissolution of a unified school district: “In case of dissolution, each school district involved may unite with other contiguous school districts in forming a united attendance district or may act as a separate attendance district.” These four sentences precede the enrollment sentence on which this case is premised. So, an examination of KRS 159.070 in its entirety discloses a statute focused on a united school district and attendance matters within that district as well as potential dissolution of a unified district and the return to separate districts.

JCPS points out that the old Louisville Independent School District and the Jefferson County School District were merged by order of the state Board of Education almost forty years ago, *Bd. of Ed. of Louisville v. Bd. of Ed. of Jefferson County*, 522 S.W.2d 854 (Ky.1975), and then posits that KRS 159.070 does not even apply to this case. While this position has some support based on a comprehensive reading of KRS 159.070, it is unnecessary to decide this issue to which little attention has been given by the litigants or lower courts. Even if the last sentence of KRS 159.070 is universally applicable to all Kentucky public schools, in unified and separate districts, and to all Kentucky schoolchildren, a full statutory analysis renders it apparent that the solitary sentence does not accord the neighborhood school attendance right which Plaintiffs claim.

IV. The “Compulsory Attendance” Provisions of KRS Article XIII— KRS Chapter 159.

As important as it is for a court to scrutinize the particular statute in toto, our statutory construction principles also mandate considering the statute in context with other statutes surrounding it. *Petitioner F.*, 306 S.W.3d at 85-86 (statutory enactment to be read as a whole and also in context with other parts of statute). This comes as no surprise because given that the cardinal rule of statutory construction is discerning legislative intent, it is entirely logical for the judiciary to see what else our General Assembly has said on the particular topic underlying the controversy.

KRS 159.070 appears in Title XIII of our statutes entitled “Education,” a title which includes KRS Chapters 156-168, and more precisely in KRS Chapter 159, a portion of our education statutes

entitled “Compulsory Attendance.” Chapter 159 spans KRS 159.010 through KRS 159.990 and, among other things, includes provisions regarding Kentucky parents’ obligation to “send” their children who are between the ages of six and sixteen to school (KRS 159.010); the transfer of a child from one district to another (KRS 159.020); attendance at private and parochial schools (KRS 159.040); loss of a student’s driver license for dropping out of school (KRS 159.051); and truancy and habitual truancy (KRS 159.150). Obviously, some of these provisions have little or no bearing on the matter before us. However, various KRS Chapter 159 provisions do illustrate that the General Assembly has distinguished between the words “enroll” and “attend” for purposes of schools. One illustrative provision is the transfer provision applicable after a student moves. It provides in relevant part that the parent “shall enroll the child in a regular public day school in the district to which the child is moved, and the child shall attend school in the district to which he is moved for the full term provided by that district.” KRS 159.020 (emphasis supplied). The exemptions from compulsory attendance at public schools recognized in KRS 159.030(1) include inter alia a child “(b) who is enrolled and in regular attendance in a private, parochial, or church regular day school” and a child “(c) who is less than seven (7) years old and is enrolled and in regular attendance in a private kindergarten-nursery school.” Of greatest interest, however, is KRS 159.010(1), the compulsory attendance statute for children ages six to sixteen. It requires the parent of a Kentucky school age child to “send the child to a regular public day school for the full term that the public school of the district in which the child resides is in session or to the public school that the board of education of the district makes provision for the child to attend.” This statute is important for two reasons: it illustrates the legislature’s use of “attend” when it meant to refer to actual school attendance, but it also recognizes that a student must attend “the public school” that the board of the local school district has made provision for him or her to attend.

Having fulfilled our obligation to consider the language highlighted by the parties as well as the language of KRS 159.070 as a whole and the surrounding provisions of KRS Chapter 159, we cannot say that the statute as drafted by the General Assembly is “abundantly clear” and leaves no doubt as to legislative intent. Cf. Stephenson, 182 S.W.3d at 172. Plaintiffs’ contention that their children must be allowed to enroll and attend the nearest school to their home is certainly one plausible reading of the statute, but it is also evident that the legislature has distinguished “enroll” from “attend” in other parts of the same KRS Chapter and, most notably, has recognized in its compulsory school attendance provision the requirement that a parent send his or her child/student “to the public school that the board of education of the district makes provision for the child to attend.” KRS *723159.010(1) (emphasis supplied).⁴ Significantly, this subsection is the compulsory school attendance mandate in Kentucky and it is not qualified by surrounding statutory language regarding separate, unified and dissolved school districts, as is KRS 159.070. So upon a full consideration of KRS 159.070 and other parts of the “Compulsory Attendance” statute, the enrollment sentence that closes KRS 159.070 is “reasonably capable of being understood in more than one sense.” MPM Financial Group, 289 S.W.3d at 198. In short, it is

ambiguous. Id.

V. The Legislative History of KRS 159.070.

Where statutory language is ambiguous, Kentucky courts turn to legislative history. “Legislative history” is a broad term that encompasses several different categories of information. In *Fiscal Court of Jefferson County*, 559 S.W.2d at 478, this Court’s predecessor high court mentioned legislative committee reports, prior drafts of the statute,⁵ bills presented but not passed and legislators’ comments in debates as examples of legislative history that can prove elucidating. Perhaps because the statute at issue in that case, KRS 67.083, was part of the newly-enacted “Home Rule” act which granted power to local fiscal courts, Fiscal Court of Jefferson County does not include within the ambit of legislative history prior versions of the statute itself. Nevertheless, the evolution of any statute from its prior embodiments to its present state is the purest form of legislative history. This type of legislative history focuses on the actual language adopted as law by the legislature through the years, and thus avoids the nuances and biases that might appear in extra-statutory materials such as committee reports or a single legislator’s post-enactment comments. See generally, *Bd. of Trustees of the Judicial Form Retirement Sys. v. Atty. Gen. of Commonwealth*, 132 S.W.3d 770, 786 (Ky.2003) (“It is a basic principle of statutory construction that legislative intent may not be garnered from parol evidence, especially par-ol evidence furnished by a member of the legislature, itself.”). This pure legislative history is particularly helpful, indeed dis-positive, in this case, leaving no doubt about the proper construction of the final sentence in KRS 159.070.

Prior to March 29, 1976, KRS 159.070, with minor variations in sentence structure, appeared just as it does today, except it did not include the final “enrollment” sentence. House Bill 193, 1976 Ky. Acts, Ch. 79, added the following as the closing sentence of the statute: “Within the appropriate school district attendance area, parents or legal guardians shall be permitted to enroll for attendance their children in the public school nearest their home.” (emphasis supplied). Thus, in 1976, KRS 159.070 unequivocally granted the “enroll for attendance” right which Plaintiffs claim continues to exist. Manifestly, the “for *724attendance” language is no longer in the statute. It was deleted in 1990 when the General Assembly enacted House Bill 940, the Kentucky Education Reform Act (KERA), a sweeping overhaul of Kentucky’s public education system.⁶ See 1990 Ky. Acts, Ch. 476. Interestingly, the deletion of the words “for attendance” was the only substantive change to KRS 159.070 effected by KERA.⁷

As noted by Judge Combs, the dissenting Court of Appeals judge in this case, *City of Somerset v. Bell*, 156 S.W.3d 321, 326 (Ky.App.2005), an opinion authored by then-Judge, now-Chief Justice, Minton is instructive on the import of legislative amendments omitting language from an existing statute:

When interpreting a statute, “it is appropriate to consider the contemporaneous facts and circumstances which shed intelligible light on the intention of the legislative body.” *Mitchell v. Kentucky Farm Bureau Mut. Ins. Co.*, 927 S.W.2d 343, 346 (Ky.1996). When a statute is

amended, the presumption is that the legislature intended to change the law. *Whitley County Bd. of Ed. v. Meadors*, 444 S.W.2d 890, 891 (Ky.1969). Our Supreme Court has held that “in determining legislative intent certain presumptions are indulged. One of these is... where a clause in an old enactment is omitted from the new one, it is to be inferred that the Legislature intended that the omitted clause should no longer be the law.” *Inland Steel Co. v. Hall*, 245 S.W.2d 437 (Ky.1952).

Consideration of the clear-cut legislative history of KRS 159.070 leaves no doubt that “enroll,” as used in the last sentence, does not carry the weight ascribed to it by the Plaintiffs. Indeed, the omission of the modifying prepositional phrase “for attendance” must be viewed as purposeful legislative action. That deliberate act by our General Assembly in 1990 undercuts any suggestion that “enroll” in the final sentence of the statute connotes a mandate that Kentucky children be enrolled for attendance at their nearest school.

Our conclusion is further supported by recent legislative activity, specifically two bills presented but not passed. *Fiscal Court of Jefferson County*, 559 S.W.2d at 480 (“Bills presented but not passed may have some bearing.”) Senate Bill 3 from the Regular Session of the 2011 General Assembly, which passed the Senate but not the House, among other things, proposed a revision to KRS 159.070 that *725 added “for attendance” back to the statute with an exception for schools that have “academic or skill prerequisites” and schools with students who seek certain “curriculum offerings.”⁸ Similarly, Senate Bill 9 from the Regular Session of the 2012 General Assembly, which passed the Senate but not the House of Representatives, proposed a revision to the last sentence of KRS 159.070 which would add back in the words “for attendance.”⁹ This recent proposed legislation gives further credence to our conclusion that the enrollment referred to in the last sentence of KRS 159.070 does not connote an attendance right.

VI. Harmony With Other Statutes and Consistency With Prior Law.

Finally, we note that our conclusion harmonizes KRS 159.070 with other parts of the Kentucky Revised Statutes beyond Chapter 159 and is consistent with prior decisions of this Court regarding the authority of local school boards. Such harmony and consistency are both factors frequently noted in statutory construction cases as further evidence of the appropriateness of a particular interpretation of a statute. See, e.g., *Johnson v. Branch Banking and Trust Co.*, 313 S.W.3d 557 (Ky.2010) (Construction of vehicle lien perfection statute, derived from considering dictionary definition and plain meaning, also resulted in harmony with other statutes and was consistent with prior case law regarding security interest in vehicles.). Specifically, KRS 160.290(1) states:

Each board of education shall have general control and management of the public schools in its district and may establish schools and provide for courses and other services as it deems necessary for the promotion of education and the general health and welfare of pupils, consistent with the administrative regulations of the Kentucky Board of Education. Each board shall have control and management of all school funds and all public school property of its district and may use its funds and property to promote public education. Each board shall exercise generally all powers

prescribed by law in the administration of its public school system, appoint the superintendent of schools, and fix the compensation of employees.

In *Hines v. Pulaski County Bd. of Ed.*, 292 Ky. 100, 166 S.W.2d 37, 38 (1942), this Court's predecessor relied on an earlier, comparable version of this statute to state: "Undoubtedly appellant and the other students for whom he sues are entitled to the use of the facilities of the school in common with other children of the district, but, under the broad powers delegated to the board in section 160.290, KRS... the board, not the pupil, has the right to deter*726mine which school the latter shall attend.... " In that case, the student was not attending the school nearest his home, but at some point he was reassigned to his neighborhood school where he was then denied admission due to overcrowding. The Hines Court held that the local school board could reassign him yet again back to the less crowded school but was required to underwrite the cost of his transportation to that school that was approximately five miles further from his home.

Thirty years later in *Skinner v. Bd. of Ed. of McCracken County*, 487 S.W.2d 903 (Ky.1972), the Court reiterated the broad powers of the local school board in rejecting a challenge to a new school boundary plan that would result in children attending schools other than those nearest their home. Although not citing KRS 160.090, *Skinner*, 487 S.W.2d at 905, states:

School boards have wide discretion in the management of the school systems under their jurisdiction. This includes the location and number of school buildings, the transportation of pupils within the school system, and, in general, the management of the affairs of promoting education for the best interest of all citizens and pupils within the school district. It is not a proper judicial function for the courts to interfere with the administration of the internal affairs of a school system except in extraordinary circumstances. It is not an abuse of administrative discretion for a board of education to implement by a general overall plan the transportation of pupils within its system in such a manner as to use effectively and efficiently the physical facilities in the school district.

(citations omitted). While these cases were decided before the final sentence regarding enrollment at the nearest school was added to KRS 159.070, there is nothing in that sentence as it currently appears that would indicate a clear legislative intent to depart from the General Assembly's longstanding delegation of broad discretion to local school boards in school assignment matters. Indeed, the previously discussed history of KRS 159.070, as well as other parts of Chapter 159 and KRS 160.290, establish definitively that that discretion still resides at the local level and, more specifically, in the duly elected school board, not the local circuit judge.

VII. Discerning Legislative Intent— Completing the Statutory Construction Process

The dissenters in this case have decided that there is only one reasonable reading of the language in KRS 159.070, and that their understanding perforce was the intent of the legislature. With all due respect to them, and to Justice Holmes and his adherents, what the legislature meant is the very heart of statutory interpretation in this Commonwealth.¹⁰ While the "plain meaning of the statutory language," *Revenue Cabinet v. O'Daniel*, 153 S.W.3d 815, 819 (Ky.2005), is our first

stop in discerning legislative intent, statutory interpretation is not a matter of simply offering numerous examples of the ordinary understanding of the focused-on, disputed word or phrase (which by its very nature must lend itself to some level of disagreement or there would not be litigation) or polling a thousand people on what they think the words mean. Statutory *727construction is neither a populist exercise nor an elitist endeavor; it is a judicial obligation, an undertaking guided by timeworn principles, with the polestar being legislative intent.

We begin with the language that the legislature chose to use and we are obligated to look beyond one word, one phrase, one sentence, even one statute to the language used in other statutes pertaining to the matter in dispute. Petitioner F., 306 S.W.3d at 85-86. If litigants come before this Court disputing the meaning of one phrase in one sentence of a certain statute, we must look at that statute in its entirety but also at surrounding statutes regarding the same subject matter because no one statute is more deserving of our attention and consideration than another, although admittedly only one may be, and usually is, the primary focus of the parties' dispute. Simply put, courts should not wear blinders and refuse to venture beyond a phrase or passage that one or more of the litigants offers up as dispositive. To read the language of KRS 159.070 and examine common dictionary meanings of "enroll" and "attend" before proceeding to consider other provisions of KRS Chapter 159 is not "engaging) in the advanced processes of statutory interpretation" on the basis of some "manufactured ambiguity" but rather simply doing what we are charged to do.

Legislative intent can only be determined in context and in the context of KRS Chapter 159 it is abundantly clear that the legislature has used "enroll" and "attend," often in the same sentence, to indicate two different concepts that are consistent with literal dictionary definitions which distinguish the two words as noted above. While the dissenters dissect the compulsory attendance statute, KRS 159.010(1), and find a different meaning, they never address the other instances in KRS Chapter 159 of "enroll/enrolled" and "attend/attendance" being used to convey different concepts. They also dismiss the very telling history of the statute itself, longstanding judicial precedents, and recent unsuccessful efforts to pass legislation directly on point to this controversy as basically indicative of nothing.

Looking to other provisions of KRS Chapter 159 and seeing the distinctive uses of "enroll" and "attend" is not "advanced" statutory construction — it is part of the basic, mandatory obligation to discern legislative intent and it points to the 'need to examine other relevant sources such as the history of the statute under review. Completing the statutory construction process renders the legislative intent clear.

The 1990 legislation changing "enroll for attendance their children in the public school" in KRS 159.070 to simply "enroll their children in the public school" is more than omitting a "redundancy" in language. To think otherwise flies in the face of the presumption that legislative amendments have purpose, namely to effect a change in the law, *Brown v. Sammons*, 743 S.W.2d 23, 24 (Ky.1988); and the more specific presumption that the omission of a clause means the

“omitted clause should no longer be the law.” *Inland Steel Co.*, 245 S.W.2d at 438. The dissents insist that the presumption does not apply here for no reason other than their own view that “for attendance” is redundant when “enroll their children in” standing alone means precisely the same thing.¹¹ As *Amici Curiae* KSBA and the Board of Education of Fayette County point out, there are five other instances in KRS Chapter 159 where “enroll” and “attend” are used and the 1990 Act left the “attend” or “attendance” language intact in each and every instance, while deleting “for attendance” only in KRS 159.070. *Amici* suggest, quite rightly, that this was a purposeful change to advance the creation of an “efficient system of public common schools,” as mandated by *Rose v. Council for Better Education, Inc.*

Similarly, the dissenters dismiss two recent, failed attempts to return the language of KRS 159.070 to “enroll for attendance” as follows: “the better view is that such proposals merely suggest that their sponsors were well acquainted with the present litigation, and knowing the contortion that was afoot, sought to eliminate any claimed misperception about the meaning of the provision.” If contortion was indeed afoot, why did neither bill clarifying the “true meaning” pass? It seems obvious why—both bills would bring about a change in the meaning of KRS 159.070, a meaning that is not currently there.

Faced with prior decisions of Kentucky’s highest court that recognize the historic authority of the local school boards in matters of student assignment, *Hines v. Pulaski Co. Bd. of Ed.*, 166 S.W.2d 37, and *Skinner v. Bd. of Ed. of McCracken Co.*, 487 S.W.2d 903, the dissenters dismiss them as school overcrowding cases, stating that if there is overcrowding then the local board can deviate from the statutory command. With due respect, the overcrowding qualification is not in the opinions themselves. And if the General Assembly was aware of our precedent recognizing the historic authority of local school boards in student assignment and the actions of the school boards in their own districts assigning students without geographic directives from Frankfort, it defies logic that the General Assembly would deliberately omit “for attendance” in 1990 when what they really meant to do was to mandate that local school boards in our 120 counties assign students to the school nearest their home.

" Finally, although our statutory construction is complete, we note the reality of public school education in Kentucky is completely consistent with our reading of KRS 159.070. JCPS, the KSBA, the Fayette County Board of Education and the cooperatives representing virtually every local board of education in the state have interpreted KRS 159.070 just as we do and as the trial court did. While their longstanding practice is not part of our analysis and would never be a basis for adopting a statutory interpretation contrary to legislative intent, it does give lie to the dissenters’ suggestion that the majority has been lured into a surreal world. In fact, we are very much in the real world. In Eastern Kentucky, the mountainous terrain poses particular problems for local school boards in determining bus routes, school assignments and even where to build a school that is most accessible to the most people. In other areas, including urban areas like Jefferson County, there are no mountains but there are transportation routes, school capacities,

residential/commercial development patterns, and numerous other factors that affect student assignment. Indeed, every single local school board has to know its district and make decisions that are best suited to its student population. The dissenters would undo this system of local control and basically reduce school assignment to measuring the distance from the front door of a home to the front door of a school, with the final say on where children attend school residing in the local circuit judge. If nothing else, that particular “world” is heretofore unknown in Kentucky.

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CONCLUSION

Plaintiffs, like most parents, care about the education of their children, and clearly their sincere parental concern prompted this lawsuit. They prefer that their children attend the school nearest their home and contend that KRS 159.070 mandates that result. However, the Jefferson Circuit Court was absolutely correct in dismissing their Complaint for failure to state a claim on which relief can be granted. Kentucky law does not grant a statutory right for schoolchildren to attend the school nearest their home. This conclusion is based on the language of KRS 159.070, the other provisions of KRS Chapter 159 and the legislative history of KRS 159.070 as well as on consideration of other relevant statutory and judicial authority. In short, the assignment of pupils to schools within a school district is a matter our General Assembly has committed to the sound discretion of the local school board. If Plaintiffs seek change in the JCPS student assignment plan, their recourse is at the ballot box when members of the Jefferson County Board of Education are elected by the voters. For these reasons, we reverse the Court of Appeals opinion and reinstate the ruling of the Jefferson Circuit Court dismissing this action.

MINTON, C.J.; NOBLE, SCHRODER, and SCOTT, JJ., concur.

CUNNINGHAM, J., dissents by separate opinion in which VENTERS, J. joins.

VENTERS, J., dissents by separate opinion in which CUNNINGHAM, J., joins.

. By the time the case reached this Court, four of the thirteen Plaintiffs had withdrawn because their children had been reassigned to a school that they were satisfied with through the normal administrative process by which the parent of a JCPS student can seek a school reassignment. The remaining nine Plaintiffs are the parents of ten JCPS students.

. Amicus Curiae Kentucky School Boards Association (“KSBA”) which represents 100% of the local public boards of education in Kentucky, states that this interpretation, “enroll” is not synonymous with “attend,” is the one long accepted by school boards throughout the state. The KSBA and Amici Curiae, Central Kentucky Educational Cooperative, Green River Regional Educational Cooperative, Kentucky Educational Development Corporation, Kentucky Valley Educational Cooperative, Ohio Valley Educational Cooperative, Southeast/South Central Educational Cooperative and West Kentucky Educational Cooperative, refer the Court to school attendance boundary maps for Fayette, Daviess, Grant, Christian and other counties as evidence

that school districts beyond Jefferson County "neither interpret nor apply KRS 159.070 to create a geographic test when drawing school attendance zones." Amici KSBA and Board of Education of Fayette County at 8-9; Cooperative Brief at 2-3.

. Again, this is consistent with the directive of the General Assembly contained in KRS 446.080(4): "All words and phrases shall be construed according to the common and approved usage of language, but technical words and phrases, and such other as may have acquired a peculiar and appropriate meaning in the law, shall be construed according to such meaning."

. Dismissing this language, Plaintiffs contend that the local school board must make provision for a student to attend his or her nearest school based on the statutory entitlement language in KRS 159.070. But that begs the question that if indeed that is the law, why the compulsory attendance statute would not simply say "to the public school nearest their home." In fact, there is no such legislative mandate and local boards retain discretion in school assignment matters.

. We read "prior drafts of the statute" as precisely that, prior drafts that preceded the version of the statute the General Assembly eventually adopted. This series of drafts preceding enactment of a particular statute is distinguishable from prior duly-enacted versions of the statute effective in preceding years.

. HB 940 was a direct response to *Rose v. Council for Better Educ., Inc.*, 790 S.W.2d 186, 189 (Ky.1989), wherein this Court found all of the Kentucky public education statutes unconstitutional for failing to "provide an efficient system of common schools" as required by Section 183 of the Kentucky Constitution.

. Section 217 of H.B. 940 amended KRS 159.070 as follows:

Each school district shall constitute a separate attendance district unless two (2) or more contiguous school districts, with the approval of the State Board for Elementary and Secondary Education, unite to form one (1) attendance district. Controversies arising in attendance districts relating to attendance matters shall be submitted to the State Board for Elementary and Secondary Education for settlement. [T and] In case an agreement suitable to all parties cannot be reached, the State Board for Elementary and Secondary Education may dissolve a united district. In case of dissolution, each school district involved may unite with other contiguous school districts in forming a united attendance district or may act as a separate attendance district. Within the appropriate school district attendance area, parents or legal guardians shall be permitted to enroll [for attendance] their children in the public school nearest their home.

. S.B. 3 passed the Senate by a 21-17 vote. It was entitled "AN ACT relating to schools" and primarily addressed charter schools. The portion of the bill summary relating to KRS 159.070 stated: "amend KRS 159.070 to permit under certain conditions that a parent shall be permitted to

enroll for attendance their children in the public school nearest their home.”
<http://www.lrc.ky.gov/record/Jlrs/SB3.htm>.

. S.B. 9 is entitled and described as follows: "AN ACT relating to school attendance. Amend KRS 159.070 to permit a parent or legal guardian to enroll for attendance a child in the school nearest to the child's home, except in cases in which there are academic or skill prerequisites for attendance in the school; provide that those residing the shortest travel distance to a school be given first priority in cases where the capacity of the school may be exceeded; permit a child to attend a school other than the one closest with permission of the district." The bill, as amended, passed 21-15 in the Senate but never came up for a vote in the House. See <http://www.lrc.ky.gov/record/12RS/SB9.htm>.

. The dissent relies heavily on Oliver Wendell Holmes, "The Theory of Legal Interpretation", 12 Harvard L.Rev. 417, 418 (1899), wherein he says the question is "not what [this legislature] meant, but what those words would mean in the mouth of a normal speaker of English..." (emphasis supplied).

. The majority has been unable to find another instance where this Court has dismissed a legislative amendment omitting specific language from a statute as being nothing more than editorial clean-up, i.e., the excising of redundant language with no intent to affect the law.