

**AGREEMENT FOR TRANSPORTATION OF  
STUDENTS ATTENDING HOLY NAME SCHOOL**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of July, 2015, by and between the BOARD OF EDUCATION OF HENDERSON COUNTY, KENTUCKY (BOARD) AND HOLY NAME PARISH SCHOOL, Henderson, Kentucky (HOLY NAME);

PREFACE

A. HOLY NAME maintains an elementary school in Henderson, Kentucky, and desires to provide transportation to its students who do not live within a reasonable walking distance of the school, but has limited funds for such transportation.

B. BOARD is willing to transport the students to HOLY NAME, but is forbidden by law from spending public school funds for such purpose.

C. The County of Henderson is authorized by Kentucky statute KRS 158.115 to spend money from its general fund to supplement the public school bus transportation system for the aid and benefit of all pupils attending school in compliance with the Kentucky compulsory attendance laws and who do not live within a reasonable walking distance of school.

D. The County of Henderson by and through its governing body, the Fiscal Court, has appropriated monies out of its general fund to supplement the public school bus transportation system and to aid in the transportation of students to HOLY NAME SCHOOL on public school buses for the year 2015-2016 school year. As of the date of this contract, the amount appropriated by the Fiscal Court is \$32,500.00.

E. HOLY NAME has agreed to pay the BOARD all of the cost of transporting its students on public school buses that is in excess of the amount appropriated by the Fiscal Court for such purpose.

F. Should the amount allocated by the Fiscal Court change during the period this contract is in effect, HOLY NAME shall receive credit for the actual amounts allocated in determining the amount, if any, the BOARD shall be reimbursed for transportation expenses.

G. It is understood and agreed by the parties to this contract that the BOARD will transport students to HOLY NAME SCHOOL upon the condition that no public school money is spent for such purpose, and it is the desire of the parties to record their understanding and agreement.

NOW, IT IS UNDERSTOOD AND AGREED by and between BOARD and HOLY NAME as follows:

1. BOARD agrees to transport on public school buses all students attending HOLY NAME SCHOOL in compliance with the Kentucky compulsory attendance laws and who do not live within a reasonable walking distance of HOLY NAME SCHOOL.

2. BOARD shall transport the eligible HOLY NAME students to and from HOLY NAME SCHOOL on days that Henderson County Public Schools are being operated for the purpose of regular instruction of pupils and shall establish and maintain reasonable schedules and routes for picking up and discharging such students at convenient stops.

3. The phrase "within reasonable walking distance" shall be construed in accordance with the rules and regulations established by the Kentucky State Board of Education as amended from time to time and with the laws of Kentucky.

4. HOLY NAME agrees to pay the BOARD that part of the cost of transporting HOLY NAME students to and from school which is in excess of the funds appropriated by the Fiscal Court of Henderson County, Kentucky for such purpose.

5. The cost to the BOARD for transporting students to and from HOLY NAME SCHOOL upon public school buses as herein agreed shall be calculated in accordance with the judicially sanctioned per capita formula.

6. The principal of HOLY NAME SCHOOL or a designee shall conduct a daily count of HOLY NAME students being transported upon public school buses to determine the average daily number of HOLY NAME students transported. That number will be certified by HOLY NAME to the BOARD in order to calculate the cost to the BOARD for providing such transportation. Reports shall be provided promptly upon request or in accordance with a schedule agreed upon by the parties.

7. The BOARD shall not include in its transportation cost, the cost of using public school buses for purposes other than transporting pupils to and from school for regularly scheduled instruction.

8. The BOARD agrees to furnish HOLY NAME reports which shall contain a cost analysis of transporting HOLY NAME students and a projection for the year's total costs. These reports shall be provided promptly upon request or in accordance with a schedule agreed upon by the parties.

9. HOLY NAME reserves the right to terminate this Agreement at any time upon 30 days written notice.

10. At the end of the 2015-2016 school year, or upon the termination of this agreement by HOLY NAME prior to the end of the 2015-2016 school year, the BOARD shall bill HOLY NAME that part of the cost of transporting HOLY NAME students to and from HOLY NAME school during the 2015-2016 school year which is in excess of amount appropriated by the Fiscal Court for such purpose. HOLY NAME agrees to remit full payment to the BOARD of the amount so billed or to establish a written payment plan within thirty (30) days of receiving the bill.

11. Failure to remit payment to the BOARD for the amount billed may result in the BOARD pursuing formal collection measures. Should legal action be necessary to collect the amount billed, HOLY NAME shall be responsible for all fees and costs, including attorney fees, arising from said action.

12. This Agreement applies only to the 2015-2016 school year.

13. The execution of this Agreement was authorized by Resolution of the School Board of HOLY NAME OF JESUS PARISH SCHOOL on the \_\_\_\_ day of \_\_\_\_\_, 2015.

14. The execution of this Agreement by the chairman of the BOARD OF EDUCATION OF HENDERSON COUNTY, KENTUCKY, was authorized by action of the BOARD OF EDUCATION OF HENDERSON COUNTY, KENTUCKY, taken on the \_\_\_\_ day of July, 2015, as reflected in Order Number \_\_\_\_.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto by

and through their duly authorized officers and agents.

**HOLY NAME OF JESUS PARISH SCHOOL**

By: \_\_\_\_\_  
Chairman, Holy Name Pastoral Council

**BOARD OF EDUCATION OF  
HENDERSON COUNTY, KENTUCKY**

By: \_\_\_\_\_  
Lisa Baird, Chairman

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Henderson  
County Board of Education

This instrument prepared by

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By: \_\_\_\_\_  
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