

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

THIS AGREEMENT is made and entered into this _____ day of July, 2016, by and between the BOARD OF EDUCATION OF HENDERSON COUNTY, KENTUCKY (BOARD), the COUNTY OF HENDERSON, KENTUCKY (COUNTY) AND HOLY NAME OF JESUS CATHOLIC 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 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 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 CATHOLIC SCHOOL on public school buses for the year 2016-2017 school year. As of the date of this contract, the amount appropriated is \$32,500.00.

E. HOLY NAME has agreed to pay the BOARD or to seek additional funding from the COUNTY for 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 and paid by the COUNTY change during the period this contract is in effect, HOLY NAME shall receive credit for the actual amounts allocated and/or paid 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, as permitted by law, on 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, the COUNTY and HOLY NAME as follows:

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

2. BOARD shall transport the eligible HOLY NAME students to and from HOLY NAME each day 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. The COUNTY agrees to pay to the BOARD the sum of \$32,500.00, being the amount authorized by and through its governing body, the Fiscal Court, to supplement the public school bus transportation system and to aid in the transportation of students to HOLY NAME on public school buses for the year 2016-2017 school year. Should the actual cost of transportation exceed the amount allocated, the COUNTY shall consider a request for additional funding from HOLY NAME in the form of additional funds or an exchange of services with the BOARD.

5. HOLY NAME agrees to pay the BOARD or to seek additional funding from the COUNTY for the cost of transporting its students on public school buses that is in excess of the amount appropriated by the Fiscal Court and paid by the COUNTY for such purpose.

6. The principal of HOLY NAME 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 and be provided to the BOARD in order to calculate the cost to the BOARD for providing such transportation.

7. The cost to the BOARD for transporting students to and from HOLY NAME SCHOOL upon public school buses as herein agreed shall be determined in accordance with the judicially sanctioned per capita formula (SEEK formula) utilized to

determine the cost for transportation of students in Henderson County and certified by the Kentucky Department of Education.

8. It is understood and agreed that the BOARD shall not include in its transportation cost any other costs associated with using public school buses for purposes other than transporting pupils and shall not include any other fees or expenses not included in the sanctioned per capita formula.

9. The BOARD agrees to furnish HOLY NAME regular reports which shall contain a cost analysis of transporting HOLY NAME students and a projection for the year's total costs.

10. HOLY NAME reserves the right to terminate this Agreement at any time upon thirty (30) days written notice.

11. At the end of the 2016-2017 school year, or upon the termination of this agreement by HOLY NAME prior to the end of the 2016-2017 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 2016-2017 school year which is in excess of amount appropriated by the Fiscal Court for such purpose.

12. Within thirty (30) days of receiving said bill, HOLY NAME agrees promptly remit to the BOARD payment in full of the amount so billed or to enter into an agreement with the BOARD setting forth a mutually acceptable arrangement for the BOARD to recoup the amount billed.

13. Failure to comply with the terms of paragraph 12, 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.

14. This Agreement applies only to the 2016-2017 school year.

15. The execution of this Agreement was authorized by Resolution of the School Board of HOLY NAME OF JESUS CATHOLIC SCHOOL on the _____ day of _____, 2016.

16. 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, 2016, as reflected in Order Number ____.

17. The COUNTY joins this agreement for the purpose of memorializing the agreement to pay the BOARD the sum authorized by the Fiscal Court.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto by and through their duly authorized officers and agents.

HOLY NAME OF JESUS CATHOLIC SCHOOL

By: _____
Chairman, Holy Name School Board

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

By: _____
Lisa Baird, Chairman

COUNTY OF HENDERSON, KENTUCKY

By: _____
Brad Schneider, County Judge Executive

ATTEST:

Secretary to the Board of Henderson
County Board of Education

This instrument prepared by

STOLL KEENON OGDEN PLLC
One Main Street, Suite 201
Old National Bank Building
Evansville, IN 47708
Telephone: 812.759.3800

By: _____
Elizabeth Friend Bird

100546.102536/4543527.1