

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

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, 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 a parochial school in Henderson, Kentucky, and desires to provide transportation for students who do not live within a reasonable walking distance of the school but has limited funds for such transportation.

B. The BOARD is willing to provide transportation for students attending 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 2019-2020 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 for the cost of transporting its students on public school buses that exceeds the amount appropriated by the Fiscal Court and may seek additional funding from the COUNTY should the need arise.

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 agrees to provide transportation of students to and from HOLY NAME SCHOOL, as permitted by law and 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. The BOARD agrees to provide transportation on public school buses for students attending HOLY NAME CATHOLIC SCHOOL that do not live within a reasonable walking distance of said school, in compliance with the Kentucky compulsory attendance laws.

2. The BOARD shall transport eligible students to and from HOLY NAME each day Henderson County 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 an amount not to exceed \$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 2019-2020 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 reimburse the BOARD 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, and may seek additional funding from the COUNTY for the excess amount.

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 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, as herein agreed, shall be based on the average daily number of students transported as certified by HOLY NAME, and calculated 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 any other costs associated with using public school buses and shall not include any other fees or expenses that are not included in the SEEK formula.

9. The BOARD agrees to furnish HOLY NAME regular reports containing a cost analysis of transporting its students and a projection for the year's total costs. Reports shall be furnished to the COUNTY upon request.

10. At the end of the 2019-2020 school year, or upon earlier termination of this agreement, the BOARD submit a bill to the COUNTY and HOLY NAME for the total cost to the BOARD for transporting students, as herein agreed.

11. Within thirty (30) days of receiving said bill, the COUNTY agrees to promptly remit payment to the BOARD for the amount billed, up to the amount appropriated by the Fiscal Court for such purpose. It is understood and agreed that, if the amount billed is less than the amount appropriated by the Fiscal Court, the COUNTY shall remit payment for the lesser amount.

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

13. The parties reserve the right to terminate this Agreement at any time upon thirty (30) days written notice.

14. 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.

15. This Agreement applies only to the 2019-2020 school year.

16. The execution of this Agreement was authorized by Resolution of the HOLY NAME OF JESUS SCHOOL COUNCIL on the _____ day of _____, 2019.

17. 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 August 2019, as reflected in Order Number _____.

18. 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: _____

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

By: _____
Chairman, Board of Education

ATTEST:

Secretary to the Board of Henderson
County Board of Education

COUNTY OF HENDERSON, KENTUCKY

By: _____
Brad Schneider, County Judge Executive

This instrument prepared by

Elizabeth Friend Bird
Elizabeth F. Bird Attorney at Law, PLLC
P.O. Box 1073
Henderson, Kentucky 42420
(270) 212-0408