

**MOSCOW SCHOOL DISTRICT 281
TRANSPORTATION SERVICES AGREEMENT
FY 2011-2012**

WHEREAS, Moscow School District 281 is a public school district organization and existing under the laws of the State of Idaho;

WHEREAS, St. Mary's Roman Catholic Parochial School, herein after referred to as St. Mary's, is a school operated by a religious organization and has students enrolled that necessitate transportation to and from their place of residence;

WHEREAS, Moscow School District 281 owns and operates a fleet of buses over established routes and stops as approved by its Board of Trustees and at this time has space available on such buses for accommodating and transporting those students of St. Mary's that necessitate transportation;

WHEREAS, it is recognized by the parties hereto that in the event the buses of Moscow School District 281 are to transport students of St. Mary's that Moscow School District 281 needs to be reimbursed for the incurred costs thereof;

WHEREAS, in view of the foregoing recitation these two school entities desire to enter into an agreement for the transportation of the students of St. Mary's:

NOW, THEREFORE, those parties agree, one with the other, as follows:

1. Commencing August 31, 2011 and ending June 6, 2012, Moscow School District 281 agrees to transport on its buses those students of St. Mary's that would otherwise qualify for transportation to a public school in accordance with the laws, rules, regulations and policies of the Idaho State Board of Education and Moscow School District 281, subject, however, that in any event, this agreement is conditioned on space being available on such respective buses.
2. The pickup of a student from his/her residence or the vicinity thereof shall be in accordance with the designated route and route stops established and approved by Moscow School District 281 with the delivery of student to St. Mary's. All scheduling as to times and dates will be established and approved by Moscow School District 281.
3. St. Mary's agrees to properly supervise the loading and unloading of its students by an adult or adults at St. Mary's premises and at any shuttle collection location.
4. The students of St. Mary's riding the buses of Moscow School District 281 shall be subject to all laws, policies, rules and regulations applying to other students being transported on such buses.
5. By August 31, 2011 St. Mary's shall certify to Moscow School District 281 a list of its students that require transportation for the 2011-2012 school year and the number of transportation days required. The Moscow School District 281 will invoice St. Mary's on a monthly basis for transportation costs based on the August 31 list of students requiring transportation. It will be the responsibility of St. Mary's to notify Moscow School District Transportation Office by the 15th of each month of changes in the number of students requiring transportation caused by students' enrollment. Daily attendance will not be a factor in calculating transportation costs.

6. Requests for student transportation beyond to and from school transporting will be limited to destinations of not more than one hundred (100) miles from the Moscow city limits. Requests for other than to and from school transportation must fall within the Moscow School District's definition of field trips and will be billed to St. Mary's as field trips. Requests for such trips will be submitted to the Moscow School District Transportation Department on approved request forms and within the timelines set by District policy. Field trip limitations placed on Moscow School District schools shall apply to St. Mary's.

7. Transportation costs for St. Mary's students shall be calculated as follows:

To/From School Transportation – The percentage of non-reimbursable cost as determined by the State Department of Education (SDE) under formula guidelines amounts to \$1.14 per rider per day.

Field Trips – Field trips are no longer reimbursed by the SDE. Field trip busing will be billed at \$4.42 per mile or \$56.00 per hour, whichever is greater.

8. Busing is contingent upon approval of the agreement by all parties. Either party to this agreement may terminate the same by giving the other party at least 90 days written notice of intention to terminate, designating the effective date of termination.

All parties further agree that should information become available altering in any manner the fees upon which this agreement is based, corrective action would be taken to reflect the revised costs.

9. The persons signing this agreement on behalf of St. Mary's represent that it has been approved by the governing body of said school, namely St. Mary's; that they are authorized to sign on behalf of said school; and that said school will be financially responsible for all payments that may become due under this agreement.

The person signing this agreement on behalf of St. Mary's hereby guarantee payment of all payments that may become due under this agreement on behalf of St. Mary's.

Moscow School District 281

By: *Dawn C. Fazio*
Chair, Board of Trustees

Date: 8/23/11

By: *[Signature]*
Superintendent

Date: 8/24/11

Roman Catholic Diocese of Boise

By: *Sister Margaret Johnson, OSU*
Title: *Principal*

Date: 8/30/11