

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

**AGREEMENT FOR INTER-UNIT STUDENT TRANSFERS
(POLK COUNTY - SALUDA SECTION)**

THIS AGREEMENT is by and between the Henderson County, North Carolina, Board of Public Education, the duly elected local Board of Education for Henderson County, North Carolina, as contemplated in North Carolina General Statutes § 115C-366 (hereinafter referred to as the Henderson County Board), and the Polk County, North Carolina, Board of Education, the duly elected local Board of Education for Polk County, North Carolina, as contemplated in North Carolina General Statutes § 115C-366 (hereinafter referred to as the Polk County Board), and is made pursuant to the provisions of North Carolina General Statutes § 115C-366.

WITNESSETH:

THAT WHEREAS, the Saluda School, located in Saluda, Polk County, North Carolina, is operated by the Polk County Board, providing education for school-age children living in the Saluda School District in grades Pre K-5; and

WHEREAS, the Saluda School District as it is presently defined (which definition is incorporated herein by reference) includes portions of both Henderson County and Polk County; and

WHEREAS, the Saluda School, at its present location, is necessary to provide such education to the students living within the Saluda School District, since no other school operated by either party hereto is located within a distance to allow the efficient transportation of children living in the district, or that is appropriate given the ages of children in grades Pre K-5; and

WHEREAS, some of the middle school and high school students in the Saluda School District prefer to attend a middle school or high school operated by the Henderson County Board, Flat Rock Middle School and East Henderson High School, due to perceived geographical or economic convenience; and

WHEREAS, it is in the best interests of all of the students living in the Saluda School District that they be allowed to attend the school of their choice based on the above factors; and

WHEREAS, the parties have previously cooperated under similar agreements, and desire to memorialize their current agreement under the terms stated herein.

NOW, THEREFORE, due to the foregoing circumstances, the Henderson County Board and the Polk County Board agree as follows:

1. Those students who reside in the Saluda School District as it is presently defined (which definition is incorporated herein by reference) shall be entitled and allowed to attend Saluda School for grades Pre K-5, without payment of tuition or any other payment except as is required of residents of Polk County, regardless of whether they live in Henderson County or Polk County.
2. The Henderson County Board hereby releases all those students residing in the Saluda School District and in Henderson County and who are entitled and approved to attend grades Pre K-5 to the Polk County Board for the purposes of effectuating the intent of this Agreement.
3. The Polk County Board of Education staff will compile a roster list of these students and forward it to the attention of the Superintendent of Henderson County Public Schools.
4. Those students who reside in the Saluda School District as it is presently defined (which definition is incorporated herein by reference) shall be entitled and allowed to attend Flat Rock Middle School for grades 6-8 and East Henderson High School for grades 9-12 without payment of tuition or any other payment except as is required of residents of Henderson County, regardless of whether they live in Henderson County or Polk County.
5. The Polk County Board hereby releases all those students residing in the Saluda School District and in Polk County who are entitled and approved to attend grades 6-12 to the Henderson County Board for the purposes of effectuating the intent of this Agreement.
6. The Henderson County Board staff will compile a roster list of these students and forward it to the attention of the Superintendent of Polk County Schools.
7. This Agreement shall be for the 2023-2024 school year and shall be approved annually and will be subject to change as either party deems appropriate.
8. This Agreement shall be entered onto the official records of the parties, upon ratification by the respective Boards.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

12th day of June, 2023.

HENDERSON COUNTY BOARD OF PUBLIC EDUCATION

By: 
Chairman

ATTEST:


Secretary

DATE: 6/12/2023

POLK COUNTY BOARD OF EDUCATION

By: _____
Chairman

ATTEST:

Secretary

DATE: _____