

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Fort Thomas Independent School District
And
Southgate Independent School District**

This Memorandum of Understanding ("MOU"), effective on this ____ day of February, 2023 ("Effective Date"), is entered into and between **Fort Thomas Independent School District** ("Fort Thomas") a public school district and **Southgate Independent District** ("Southgate") a public school district, all school districts exist under the laws of the Commonwealth of Kentucky, together herein referred to as "Parties";

WHEREAS, Fort Thomas and Southgate desire to continue utilizing Regional School Programs ("RSP") for its students;

WHEREAS, it is the Parties understanding that Southgate has expressed it does not have the capacity to transport students from Southgate to RSP located in Campbell County; and

WHEREAS, Fort Thomas and Southgate school districts desire to collaborate to insure that their RSP students are transported; and

WHEREAS, the Parties desire to set forth their respective rights, duties, obligations, to facilitate the transportation for the routes for Fort Thomas and Southgate students to RSP;

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the Parties hereto agree as follows:

RESPONSIBILITIES OF FORT THOMAS:

1. Fort Thomas shall provide a bus driver and cover any and all benefits for his/her employment by the district.
2. Fort Thomas shall provide or maintain insurance to cover both the driver and any of its respective students utilizing the transportation.
3. Fort Thomas shall maintain the bus in an operable and safe condition to transport the students to and from RSP.
4. Fort Thomas shall be responsible for any maintenance for the bus.

4. The Parties warrant that they are not engaged in a joint enterprise or joint venture, and that the benefits and obligations arising under this MOU are only applicable to the signing Parties.
5. No Party waives any legal defenses conferred to them under either state or federal law, including defenses of sovereign or governmental immunity.
6. This Memorandum of Understanding shall be governed and construed under the laws of the Commonwealth of Kentucky, with jurisdiction lying in the Campbell County Circuit Court.

IN WITNESS WHEREOF, the Parties Have Executed This Memorandum of Understanding as of the Dates Indicated Below:

BY: **Fort Thomas Independent Public School District**

Signature: _____

Name: _____

Date: _____

Title: _____

BY: **Southgate Independent Public School District**

Signature: _____

Name: _____

Date: _____

Title: _____