

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

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

This Memorandum of Understanding (“MOU”), effective on this 13<sup>th</sup> 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 School 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 ensure 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 to 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.

## **RESPONSIBILITIES OF SOUTHGATE**

1. Southgate shall provide a bus monitor and cover any and all benefits for his/her employment by the district.
2. Southgate authorizes the bus driver provided by Fort Thomas to operate the bus maintained and provided by Fort Thomas.
3. Southgate shall provide or maintain insurance to cover any Southgate students utilizing the transportation.
4. Southgate shall ensure its students utilizing the Fort Thomas bus arrive at the mutually agreed upon pick up location and are monitored by an adult.
5. Southgate shall ensure its students utilizing the Fort Thomas bus are received by a responsible adult at the mutually agreed upon drop off location.

## **TERM:**

The term of this MOU shall run through the end of the 2022-2023 school year or until July 1, 2023; whichever date occurs first. Either party may terminate this MOU at any time for any reason upon 30 day written notice to the other parties.

## **MISCELLANEOUS:**

1. The agreement detailed herein addresses the **RSP routes only** and nothing in this agreement shall be construed as an obligation for any of the Parties to provide transportation outside of the RSP routes.
2. Nothing herein will be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto. Neither Party has any authority to bind or obligate the other Party in any manner whatsoever. This MOU does not constitute either Party as an agent of the other Party. No Party shall be responsible in any way for any obligation or liability incurred or assumed by the other Party.
3. All Parties agree they will comply with all applicable federal, state and local laws, rules and regulations.

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 School District**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

BY: **Southgate Independent School District**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_