

TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (the "Agreement") is made effective this the 13 day of August, 2025 by and between the Dayton Independent School District ("the District"), located at 200 Clay Street Dayton, KY 41074, and Northern Kentucky Community Action Commission- Newport Head Start Center ("Head Start"), located at 502 West 9th Street Newport, KY 41071

WHEREAS, Head Start is a comprehensive early childhood education program which provides services to preschool children of low-income families; and

WHEREAS, the District is a Public School District in the Commonwealth of Kentucky charged with the education of students in its district; and

WHEREAS, the District and Head Start desire to enter into this Agreement to provide for transportation of qualifying students from the Newport Head Start Center to Lincoln Elementary School for the purpose of attending the afternoon preschool session on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties and covenants and subject to the conditions contained herein, the parties agree as follows:

Section 1. Definitions.

- (a) "The Center" means the Newport Head Start Center located at 502 West 9th Street Newport, KY 41071
- (b) "Qualifying Students" means all preschool age children participating in the Newport Head Start program.
- (c) "The School" means Lincoln Elementary School, located at 701 5th Avenue Dayton, KY 41074
- (d) "Transportation Services" means the transportation of students via school bus or other approved motor vehicle by a District employee who is qualified, trained, and licensed to transport students in accordance with applicable federal, state, and local laws.

Section 2. Scope of Services Required. During the term of this Agreement, the District agrees to provide Transportation Services for Qualifying Students from the Center to the School. Qualifying Students will be picked up Monday through Thursday at approximately 11:45 AM from the Center and dropped off at Lincoln Elementary School at approximately 12:00 PM. Transportation Services shall only occur on dates which the District is open for in-person instruction pursuant to the school calendar determined and approved by the Dayton Independent Board of Education.

Head Start staff members will escort all Qualifying Students to the designated pick-up area and deliver Qualifying Students directly to District staff members "hand to hand." Head Start agrees that no student will be left unattended while waiting for Transportation Services.

Section 3. Exchange of Information. The Parties agree to draft and sign any necessary student information exchange agreements within each organizations' respective legal authority to do so. The District further agrees to maintain transportation logs for Qualifying Students

transported pursuant to this Agreement, and make such transportation logs available to Head Start upon request.

Section 4. Parental Consent. The District will obtain written permission for Transportation Services from the parent or legal guardian of all Qualifying Students via completion of the District Bus Form, attached as Exhibit A. The District will collect the completed Bus Forms and provide a copy to Head Start no later than the commencement of Transportation Services.

Section 5. Term. The term of this Agreement shall begin on the Effective Date and shall continue for the remainder of the 25-26 school year, the closing date for which is to be determined and approved by the Dayton Independent Board of Education.

Section 6. Termination. Either party to this Agreement has the right to terminate this Agreement for any reason by giving the other party a minimum of thirty (30) days advance, written notice.

Section 7. Insurance. The District shall maintain automobile liability insurance in accordance with state law. A copy of the District's policy of insurance shall be provided to Head Start upon written request.

Section 8. Indemnification. With respect to any liability arising out of or resulting from any third party claim, suit, action or proceeding which is the result in whole or in part of the negligence, gross negligence or willful misconduct of Head Start, its affiliates, employees, or students, Head Start agrees to indemnify, defend and hold harmless the District, and its officers, directors, employees, agents, successors and assigns from and against any and all losses, damages, injuries, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees.

Section 9. Compliance with Laws. The District and its employees, agents, and representatives shall, at all times, comply with all applicable federal, state, and local laws, regulations, and ordinances, and be duly licensed and otherwise authorized to perform the services specified in this Agreement. Upon written request, the District shall provide to Head Start documentation evidencing the training and licensure of all bus drivers and para-educators charged with the transportation of students pursuant to this Agreement.

Section 10. Open Records Act. Head Start acknowledges that the District is a public agency subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Head Start agrees that it will not pursue any legal action against the District for any disclosure of Head Start's information or data made in response to an Open Records Request.

Section 11. Confidentiality. Head Start further understands that it may, pursuant to this Agreement, have access to educational records or confidential information regarding a student's disability protected under the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Head Start acknowledges that the intentional disclosure of any FERPA protected information to any unauthorized person could subject Head Start to criminal and civil penalties imposed by law. Head Start further acknowledges that such willful or unauthorized disclosure also violates District policy and could result in immediate termination of this Agreement and an action to recover civil remedies available by law.

Section 12. Amendment. This Agreement may be amended in writing at any time by mutual agreement of the parties to this Agreement.

Section 13. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this

Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Campbell County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives or officers effective as of the day and year first above written.

Dayton Independent School District

Northern Kentucky Community Action Commission

By: _____

By: catrena bowman

Title: Board Chair

Northern Kentucky Community Action Commission

By: _____

Title: Vice President of Children's Services