

## Transportation Services Agreement

This transportation service agreement is made effective the 1<sup>st</sup> day of October 2025 by and between Newport Independent School District (the district) located at 1102 York St. Newport, Ky 41071 and Northern Ky Community Action Commission Head Start (Head Start) 502 W. 9<sup>th</sup> St. Newport, Ky.

**WHEREAS** Head Start is a comprehensive early childhood education program that provides a preschool program to low-income families: and

**WHEREAS** the district is a Public District in the Commonwealth of Kentucky charged with education of children in the district: and

**WHEREAS** the District and Head Start desire to enter into this Agreement to provide transportation for qualifying students from Newport Head Start to Newport Primary School for the purposes of attending the afternoon preschool session for the terms and conditions set forth herein.

**NOW THEREFORE.** In addition to the premises and the mutual representations, warrants and covenants and subject to the conditions contained herein, the parties agree as follows:

### **Section 1: Definitions**

- (a) The center means Newport Head Start located at 502 West 9<sup>th</sup> St. Newport, Ky 41071
- (b) "Qualifying students" means all preschool aged children participating in the Newport Head Start program.
- (c) The school means Newport Primary located at 1102 York St. Newport, Ky 41071
- (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-Thursday at approximately 11:45 am from the center and dropped off at Newport Primary School at approximately 12:00 pm. Transportation Services shall only occur on dates which the Districts open for in-person instruction pursuant to the school calendar determined by school calendar determined and approved by the Newport Independent School District.

Head Start staff members will escort all Qualifying Students to the designated pick-up area and deliver Qualifying Students directly to the 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 organization’s 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. Parent Consent.** The District will also obtain written permission for transportation Services from the parent or legal guardian of all Qualifying Students via completion of the District’s Bus Form. 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 it is to be determined and approved by the Newport Independent School District.

**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 insurance policy 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 student’s, Head Start agrees to indemnify, defend, and hold harmless the District, and it’s 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, cost, or expenses of whatever kind, including reasonable attorney’s 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, regulation, 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 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 termination of this Agreement and an action to recover civil remedies available by law.

**Section 12. Amendment.** This may be amended in writing at any time by mutual agreement of the parties in 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 or other proceedings regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in 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.

Newport Independent School District

Northern Kentucky Community Action Commission

By \_\_\_\_\_

By \_\_\_\_\_

Northern Kentucky Community Action Commission

By \_\_\_\_\_