

Transit Authority of Northern Kentucky

Contract for Transportation Services – Covington Independent Public Schools

AGREEMENT

This Agreement is entered into by and between the Transit Authority of Northern Kentucky (“TANK”) and Covington Independent Public Schools (“CIPS”).

1.0 PURPOSE

Under the terms of this Agreement, TANK shall provide transportation services for CIPS, and CIPS shall compensate TANK for such services.

The services include:

- Operation of fixed transit routes connecting Covington neighborhoods to Holmes High School; and
- A student pass program allowing Holmes High School students to access the TANK bus system at no cost under specified conditions.

The specific scope of services and compensation is set forth below.

1.1 TERM AND COMPENSATION

Term

This Agreement shall commence on August 1, 2026, and continue for three (3) consecutive school years, ending July 31, 2029 (the “Term”), unless earlier terminated in accordance with this Agreement.

Each school year shall run from August 1 through July 31.

The parties intend to maintain a continuous three-year partnership while preserving reasonable flexibility to address operational, financial, or programmatic changes.

Annual Review and Renewal Flexibility

The parties shall conduct an annual good-faith review of this Agreement.

- No later than April 30 of each year, TANK shall provide written notice to CIPS of:
 - (a) intent to continue services for the following school year; and
 - (b) any proposed adjustments to compensation, service levels, or material terms.
- CIPS shall respond no later than June 1 with acceptance or proposed modifications.

The parties agree to work in good faith to reach mutually acceptable terms.

If agreement cannot be reached, either party may elect not to proceed with the next school year by providing written notice prior to June 1, without penalty beyond obligations for the current school year.

Compensation Structure

Compensation is structured to phase in the full cost of services over the three-year Term.

Fully Implemented Annual Cost:

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- Daily Service Hours (11 routes): 10.98 hours
- Hourly Rate: \$65.73
- Daily Cost: \$721.72
- Annual Cost (166 days): \$119,804.76

This reflects an increase of \$36,699.76 over the prior model.

Phased Compensation Schedule

- 2026–2027: \$95,338.25
- 2027–2028: \$107,571.50
- 2028–2029: \$119,804.76

The 2028–2029 amount shall serve as the base rate for any future agreement unless modified in writing.

Adjustments and Modifications

- Compensation is based on 166 school days and current route structure.
- Material changes (routes, hours, service days) require mutual written agreement.
- The parties agree to negotiate in good faith to maintain service continuity and financial sustainability.

Intent of the Parties

This Agreement is intended to provide pricing stability and partnership continuity while allowing reasonable flexibility. Both parties agree to act in good faith to sustain a productive working relationship.

1.2 TRANSPORTATION SERVICES – HOLMES HIGH SCHOOL

TANK shall provide eleven (11) fixed-route bus trips per school day connecting Covington neighborhoods to Holmes High School.

- Routes shall be determined by TANK and approved by CIPS.
- Annual service details shall be documented as **Attachment A**.
- TANK retains discretion over implementation timing, subject to labor agreements.

TANK will make reasonable efforts to accommodate requested changes, recognizing that operational changes may require advance notice.

Service Limitations

- No morning service on delayed school days
- CIPS shall notify TANK promptly of closures/delays

Included Services

- CDL-certified drivers
- Vehicles, fuel, maintenance, insurance

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- Scheduling and operations

TANK shall comply with all applicable labor and operational requirements.

Public Access Requirement

Routes must remain open to the public and be published in accordance with federal requirements.

Holiday and General Service

TANK may operate standard weekday, Saturday, or Sunday/holiday schedules based on demand.

At minimum, a Sunday/holiday schedule will apply to:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

1.3 STUDENT PASS PROGRAM

TANK shall provide a student pass program allowing eligible students to ride without fare under the following conditions:

- Valid Holmes High School photo ID required with the word "TANK" on it
- Weekday use (5:00 a.m. – 7:00 p.m.) for school-related travel
- Transfers included
- Summer school passes issued separately

Additional Conditions

- Free boarding on Holmes routes to and from Holmes High School. A valid Holmes High School photo ID required with the word "TANK" on it
- TANK reserves the right to report any suspected misuse to CIPS.
- CIPS will investigate and address any reported misuse.

CIPS agrees to encourage use of Holmes-specific routes where feasible.

Students must comply with all TANK rules.

1.4 TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days' written notice.

1.5 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Amendments must be in writing and signed by both parties. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any legal action shall be filed in:

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- Kenton County Circuit Court, or
- Kenton County District Court

**Transit Authority of
Northern Kentucky**

**Covington Independent
Public Schools**

Aime Douthett

General Manager

Superintendent

3/30/2026

Date

Date

Gary McCulley

Witness

Witness

Transit Authority of Northern Kentucky

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HOLMES #1 AM

WEEKDAYS

Dixie at
Sleepy Hollow
B

Holmes
High School
A

7:30

7:50

Serving: Lewis, Montague, Pike, Madison

HOLMES #2 PM

WEEKDAYS

Holmes
High School
A

Dixie at
Sleepy Hollow
B

3:15

3:41

Serving: Eastern, Wallace, Greenup, 6th, Scott, Pike, Lewis, Montague, Dixie

HOLMES #6 PM

WEEKDAYS

Holmes
High School
A

City Heights
B

3:15

3:43

Serving: Eastern, Wallace, Greenup, 20th, Madison, 19th, Highland, Hanser, Monte, City Heights

HOLMES #2 AM

WEEKDAYS

Main at
4th
B

Holmes
High School
A

7:30

7:50

Serving: Main, 9th, Pike, 8th, Scott, Madison

HOLMES #3 PM

WEEKDAYS

Holmes
High School
A

Oak at
Pleasant
B

3:15

3:47

Serving: Eastern, Wallace, Greenup, 6th, Pike, 9th, Main, 5th, Johnson, 3rd, Crescent, Highway, Elm, Adela, Oak, Shelby, Steve Tanner, Boone, Pleasant

HOLMES #7 PM

WEEKDAYS

Holmes
High School
A

Rosedale
B

3:15

3:50

Serving: Eastern, Wallace, Greenup, 20th, Madison, James, Decoursey, 34th, Church, 43rd, Decoursey, 45th, Huntington, Southern

HOLMES #5 AM

WEEKDAYS

City Heights
B

Holmes
High School
A

7:25

7:50

Serving: Benton, Monte, Hanser, Highland, Holman, Pike, 8th, Scott, Madison

HOLMES #4 PM

WEEKDAYS

Holmes
High School
A

Covington
Transit Center
B

3:15

3:35

Serving: Eastern, Wallace, Greenup, 4th, Madison, Covington Transit Center

HOLMES #9 PM

WEEKDAYS

Holmes
High School
A

Latonia Plaza
B

3:15

3:35

Serving: Eastern, Wallace, Greenup, 20th, Madison, Latonia, Southern, 34th

HOLMES #8 AM

WEEKDAYS

Decoursey at
Church
B

Holmes
High School
A

7:30

7:50

Serving: Decoursey, 45th, Huntington, Southern, Latonia, Madison

HOLMES #5 PM

WEEKDAYS

Holmes
High School
A

Covington
Transit Center
B

3:15

3:47

Serving: Eastern, Wallace, Greenup, 20th, Madison, 19th, Holman, Pike, 8th, Madison, Covington Transit Center