

INTERLOCAL AGREEMENT FOR TEMPORARY USE OF SCHOOL BUS

This **Interlocal Agreement for Temporary Use of School Bus (“Agreement”)** is entered into by and between the **Campbell County Board of Education**, a Kentucky public school district (“Campbell County”), and the **Dayton Independent Board of Education**, a Kentucky public school district (“Dayton”), collectively referred to as the “Parties.”

1. PURPOSE

The purpose of this Agreement is to authorize Dayton Independent Schools to temporarily utilize a school bus owned by Campbell County Schools to support student transportation needs in compliance with Kentucky Revised Statutes (KRS) and Kentucky Administrative Regulations (KAR).

2. TERM

This Agreement shall commence upon approval by both Boards of Education and shall terminate on **June 30, 2026**, unless terminated earlier as provided herein.

3. VEHICLE

Campbell County agrees to provide Dayton with the temporary use of the following school bus:

- **Bus Number:** _____
- **VIN:** _____
- **Make/Model/Year:** _____

Ownership of the bus shall always remain with Campbell County.

4. RESPONSIBILITY FOR OPERATION

Dayton shall have full responsibility for the possession, control, operation, and use of the bus during the term of this Agreement, including compliance with all applicable federal and state laws and administrative regulations governing pupil transportation.

5. DRIVER REQUIREMENTS

Dayton shall provide all drivers operating the bus. All drivers must:

- Hold a valid Commercial Driver’s License (CDL) with appropriate school bus endorsement
- Meet all training and certification requirements under Kentucky law and 702 KAR Chapter 5
- Comply with all district and state safety requirements

Dayton shall be solely responsible for driver supervision, qualification, and conduct.

6. INSURANCE

Dayton shall procure and maintain, at its sole expense, insurance coverage for the duration of this Agreement, including:

- Liability insurance covering the operation of the bus and transportation of students
- Coverage amounts consistent with or exceeding Kentucky statutory requirements

Such insurance shall:

- Name the **Campbell County Board of Education** as an Additional Insured
- Be primary and non-contributory with respect to Campbell County
- Include coverage for bodily injury, property damage, and passenger liability

Dayton shall provide proof of insurance prior to taking possession of the bus.

7. INDEMNIFICATION

To the extent permitted by Kentucky law and without waiving any governmental or sovereign immunity protections:

Dayton agrees to indemnify, defend, and hold harmless the Campbell County Board of Education, its officers, employees, and agents from and against any and all claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of or resulting from:

- Dayton's use, operation, or possession of the bus
- Acts or omissions of Dayton's employees, agents, or drivers

Nothing in this Agreement shall be construed as a waiver of any immunity or defense available under Kentucky law.

8. MAINTENANCE AND INSPECTIONS

- Campbell County shall ensure the bus is in safe operating condition at the time of transfer.
- Dayton shall be responsible for routine operational care during the term.
- Monthly inspections shall be conducted in accordance with 702 KAR requirements.
- Dayton shall maintain all inspection records and make them available upon request.

9. DAILY PRE-TRIP AND POST-TRIP INSPECTIONS

Dayton shall ensure that drivers conduct daily pre-trip and post-trip inspections in accordance with 702 KAR Chapter 5 and Kentucky Department of Education requirements.

All deficiencies shall be documented and corrected prior to operation when required for safety.

10. FUEL RESPONSIBILITY

Dayton shall be solely responsible for all fuel costs associated with operation of the bus during the term of this Agreement. Dayton shall ensure the bus is returned with a fuel level reasonably consistent with the level at the time of transfer, unless otherwise agreed in writing.

11. BREAKDOWN AND EMERGENCY PROCEDURES

In the event of a mechanical failure, accident, or emergency:

- Dayton shall immediately ensure the safety of all passengers and comply with all emergency procedures required under Kentucky law and district policy
- Dayton shall promptly notify Campbell County of the incident
- Dayton shall be responsible for coordinating towing and immediate response services
- Repairs shall be handled as follows:
 - Minor repairs necessary for safe operation may be authorized by Dayton
 - Major repairs shall require consultation with and approval from Campbell County, unless emergency conditions require immediate action

12. REPAIRS AND DAMAGE

Dayton shall be responsible for:

- Any damage to the bus occurring during the term of this Agreement (ordinary wear and tear excepted)
- Costs associated with repairs resulting from misuse, negligence, or accidents during Dayton's control

13. BUS STORAGE

Unless otherwise agreed in writing, the bus shall be stored at:

Location: _____

Dayton shall ensure the bus is stored in a secure and appropriate facility that protects the vehicle from damage and unauthorized use.

14. FEE

Dayton agrees to pay Campbell County a fee for the use of the bus in the amount of:

\$.50 cents per mile invoiced when the vehicle is returned.

Payment shall be made:

- Monthly, within _____ days of invoice; or
- As otherwise agreed in writing by the Parties

15. COMPLIANCE WITH LAW

Both Parties agree to comply with all applicable:

- Kentucky Revised Statutes (KRS)
- Kentucky Administrative Regulations (KAR), including 702 KAR Chapter 5
- Kentucky Department of Education transportation guidance

16. TERMINATION

This Agreement may be terminated:

- By mutual written agreement of the Parties; or
- By either Party upon thirty (30) days written notice

Upon termination, Dayton shall return the bus in good condition, reasonable wear and tear excepted.

17. NO TRANSFER OR ASSIGNMENT

Dayton shall not assign or transfer its rights or responsibilities under this Agreement without prior written consent of Campbell County.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

20. APPROVAL

This Agreement shall not be effective until approved by official action of both Boards of Education.

SIGNATURES

CAMPBELL COUNTY BOARD OF EDUCATION

By: Stella Wilson
Title: Superintendent
Date: 4/21/26

DAYTON INDEPENDENT BOARD OF EDUCATION

By: _____
Title: _____
Date: _____