

DRIVER APPROVAL AGREEMENT FOR VEHICLES OF 9 PASSENGERS OR LESS

State of Kentucky Gallatin County School District

This contract entered into this 6/8 day of August, 2023, by and between the Gallatin County Board of Education and Brandon Terrell, whose address is P.O. Box 352 113 Park Ave Warsaw KY (hereinafter referred to as the Driver).

WITNESSETH:

The Board hereby approves the Driver to drive a board-owned vehicle designed by the manufacturer to transport nine (9) or fewer passengers, including the driver, to provide transportation to and from school approved activities for that part of the 2023/2024 school year during which the Gallatin County Schools remain in regular session following the signing of this contract.

A. BOARD OBLIGATIONS:

1. The Board hereby authorizes the Driver to drive a board-owned vehicle when transporting students to and from school approved activities. No other vehicles will be used by the Driver to transport students under this agreement. 2. The Board agrees to provide the Driver with any training the local Department of Pupil Transportation deems necessary in order to insure the safe transportation of students.

B. THE DRIVER AGREES:

1. To abide by the state laws, Kentucky Board of Education regulations, and local Board of Education regulations and policies that pertain to his or her responsibilities as a Driver of a vehicle under the terms of this contract. 2. To follow the instructions given to him or her by the proper school system authorities to the best of his or her ability. 3. To procure, at his or her own expense, the necessary license is always required for the operation of the board-owned vehicle and to keep said license or licenses in force. 4. To provide the Board with a copy of his or her current valid license, as well as proof of personal auto insurance. 5. To provide the Board with a certificate from a physician attesting to his or her physical fitness to drive a board-owned vehicle. This certificate is to be provided prior to driving a board-owned vehicle in transporting students to approved school activities and every two years thereafter. 6. To drive a board-owned vehicle only upon proper authorization and to drive the vehicle in a manner that is consistent with safety, road and weather conditions. 7. To drive a board-owned vehicle, when assigned, in a safe manner at all times and in a manner that minimizes mechanical wear on the parts of the vehicle, and to report mechanical difficulties promptly to the person designated to receive such reports. 8. To return the board-owned vehicle free of litter and to keep all lights and signals clean at all times. 9. To become familiar with the operation of the board-owned vehicle which they are assigned to drive, and the route to and from the assigned destination, prior to departing on any assigned trip on which students are being transported to an approved school activity. 10. That he or she will not drive a board-owned vehicle and transport students to a school approved activity when his or her physical condition is such that it would impair the ability of the Driver to safely carry out his or her duties. 11. That he or she will not drive a board-owned vehicle at any time while they are taking medication, either

by prescription or without prescription, if that medication would affect, in any way, the Driver's ability to safely drive a board-owned vehicle. 12. That the Board has been notified of any driving violations, accidents, DUI charges, or points on his/her driving record, and should any additional driving violations, accidents, DUI charges, or points occur, the Driver will notify the Board immediately.

C. MUTUAL AGREEMENTS:

1. It is mutually agreed by and between the Board and the Driver that the board-owned vehicle will be used only for transporting students to prior approved school activities. 2. It is mutually agreed by and between the Board and Driver that only those students authorized by the Principal of the school shall be transported in the board-owned vehicle while said vehicle is being used in the fulfillment of the requirements of this contract. 3. It is mutually agreed by and between the Board and Driver that the board-owned vehicle shall be operated in accordance with current federal and state laws, 702 KAR 5:130, and that all passengers including the Driver will wear installed seat belts at all times while being transported under the provisions of this contract. 4. It is mutually agreed by and between the Board and the Driver that the failure of either party to carry out their obligations in good faith as set forth in this contract shall cause this contract to become cancelable for cause. 5. It is mutually agreed by and between the Board and the Driver that if conditions arise as a result of the Driver's operation of the board-owned vehicle which threaten the safety and morality of the students riding in the vehicle, the Board shall take action appropriate for the cancellation of this contract. 6. It is mutually agreed by and between the Board and the Driver that the Driver will not receive any additional pay or compensation for any services performed under the provisions of this contract.

Witness Signatures:

_____ Board of Education

_____ Superintendent

R. A. Stowell Driver

This contract was approved at the Board of Education Meeting on the _____ day of _____ to become effective on the date shown in the first paragraph of this contract.

**** Failure to clean out the van immediately following the trip could result in loss of driving privileges if this occurs on two occasions.**