

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
AND
Jefferson County Board of Education**

THIS AGREEMENT is entered into by and between the Kentucky Transportation Cabinet, Division of Driver Licensing, hereinafter referred to as "KYTCDL" and Ballard High School, Butler Traditional High School, Central High School, Doss High School, DuPont Manual High School, Eastern High School, Fern Creek High School, Iroquois High School, Jeffersontown High School, Louisville Male High School, Pleasure Ridge Park High School, Shawnee High School, Southern High School, Waggener High School, Valley High School, Moore Traditional High School the Site Provider, hereinafter referred to as "SP". THIS AGREEMENT is administered by Eastern Kentucky University, Graduated Licensing Program, hereinafter referred to as "EKUGLP". THIS AGREEMENT is in reference to the Kentucky Graduated Licensing Program as mandated by the Kentucky House Bill 400, of 1996.

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The parties have deemed it appropriate and necessary that KYTCDL utilize the services of SP for the use of facilities in the distribution of classroom instruction associated with the Kentucky Graduated Licensing Program. A Memorandum of Agreement is an appropriate and proper mechanism for implementing the required services. This agreement is hereby made and entered into by KYTCDL and SP as follows:

Section I Responsibilities of the Site Provider

The SP shall be responsible for the following:

1. Provide any applicable insurance for the facility.
2. Provide a list of dates when classrooms are not available.
3. Provide the necessary equipment required for the instructor to perform the functions of the class. (I.E. electrical outlets for laptops and projectors, podium, etc.)
4. Provide adequate seating in conjunction with the number of clients attending the class.
5. Make reasonable efforts to insure that heating / cooling is provided and working properly for the duration of the class time scheduled.
6. Provide access to the classroom, appropriate lighting and directional information for clients taking the classes.
7. Provide access to restrooms and furnish required necessities for use.
8. Provide a facility that is ADA compliant.
9. Provide and keep all Emergency Procedures up to date with EKUGLP.
10. Keep all contact information up to date by contacting the Graduated Licensing Program at:

Graduated Licensing Program
209 Stratton Building
Eastern Kentucky University
521 Lancaster Avenue
Richmond Kentucky 40475

Phone: (859) 622-2446
Fax: (859) 622-2466

Section II Responsibilities of KYTCDL

KYTCDL shall be responsible for the following:

1. Provide classroom frequency and number of individuals scheduled to attend based on enrollment each month.

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2. Maintaining communication with EKUGLP for scheduling and record-keeping.

Section III Responsibilities of EKUGLP

EKUGLP shall be responsible for the following:

1. Administration of this Memorandum of Agreement between **KYTCDL** and the **SP**.
2. Answer any questions or inquiries pertaining to this Memorandum of Agreement or the Kentucky Graduated Licensing Program.
3. Provide course paperwork and maintain program computers, projectors, power cords, laser pointers, speakers, etc.
4. Responsible for hiring, training and certification of **EKUGLP** Instructors.
5. Provide certified **EKUGLP** instructors, to instruct each GLP Course.
6. Provide approved Graduated Licensing Program Curriculum and Participant Guides.
7. Process course requests from **KYTCDL** and **EKUGLP** Instructors.
8. **EKUGLP** Instructors shall schedule GLP course with **SP**.
9. Provide **SP** with a Certificate of Liability Insurance upon request.
10. Communication between **KYTCDL** and **SP**.
11. **EKUGLP** Instructors shall issue students/participants Kentucky GLP Certification Cards, upon successful completion of the GLP Course.

Section IV Amendments and Terminations

1. No modification or change of any provision in this Agreement shall be made, or construed to have been made, unless modification is mutually agreed to in writing by both parties.
2. In the event any section of the Agreement is declared invalid or is unenforceable, the remainder of the Agreement shall remain in full force and effect and all responsibilities and duties of the parties shall be performed as set forth herein.
3. This Memorandum of Agreement may be cancelled by either party at any time for or without cause by providing a thirty (30) day notice.
4. The initial term of the Agreement is from July 1, 2014 to June 30, 2016.

By signing this agreement, the parties agree to and accept the terms and conditions detailed above.

1st Party X: _____ Date: _____
KYTCDL Representative

2nd Party X: _____ Date: _____
Site Provider

3rd Party X: _____ Date: _____
EKU Sponsored Programs

Agreement received by: Carla Farris Date: _____
EKUGLP Staff

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Approval as to form and legality: _____ **Date:** _____
KYTCDL Attorney