

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
AND
Marion County High School**

THIS AGREEMENT is entered into by and between the Kentucky Transportation Cabinet, Division of Driver Licensing, hereinafter referred to as "KYTCDL" and Marion County 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.

WITNESSETH

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

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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, 2016 to June 30, 2018.

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:** 7/13/17
Site Provider

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

Agreement received by: Carla Ferris **Date:** 7/10/17
EKUGLP Staff

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co-Lexington Marsh & McLennan Agency, LLC P O Box 2030 Lexington, KY 40588	CONTACT NAME: Teresa Johns	PHONE (A/C, No, Ext): 800 796-3567	FAX (A/C, No): 859 254-8020
	E-MAIL ADDRESS: tjohns@pwm-jsl.com		
INSURED Eastern Kentucky University 521 Lancaster Avenue; Adams House Risk Management and Insurance Richmond, KY 40475-3102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Educators		10020
	INSURER B: Kentucky Employers Mutual Insur		10320
	INSURER C: Zurich American Insurance Compa		16535
	INSURER D: Cincinnati Insurance Co.		10677
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		P0547M	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$Included \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SMA0008416	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	399012 "Kentucky"	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

C WC901535103 "Other States" Eff Date: 07/01/2017 Exp Date: 07/01/2018

WC Each Accident Limit: \$1,000,000

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Graduated Licensing Program
Eastern Kentucky University
209 Stratton Building
Richmond, KY 40475-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A. Harris

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DESCRIPTIONS (Continued from Page 1)

WC Policy Limit: \$1,000,000

WC Each Employee Limit: \$1,000,000