

Use of Nine Passenger Vehicles

DRIVER APPROVAL AGREEMENT FOR VEHICLES OF NINE (9) PASSENGERS OR LESS

STATE OF KENTUCKY

COUNTY OF GALLATIN

This contract entered into this 20 day of August, 20 19, by and between the Gallatin County Board of Education whose address is 75 Boardwalk, Warsaw, KY 41095 hereinafter referred to as the Board and Crystal Rainwater whose address is 1336 State Hwy 1130, Sparta KY 40386 hereinafter referred to as the Driver.

WITNESSETH:

The Board hereby approves the Driver to operate a Board Owned vehicle designed by the manufacturer to transport nine (9) or less passengers including the driver to provide transportation to and from school approved activities for the 2019-2020 school year

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 to transport students under the 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. Have written recommendation of Principal to be a certified van driver;
2. Submit a Motor Vehicle Release Authorization and copy of Driver's License;
3. Submit a completed KDE Medical Examination of School Employees
4. Complete online training course provided by the District.
5. Complete required van driver training course with certified driver trainer including discussion of safety concerns and laws relevant to transporting students in school vehicles; instruction on how to conduct pre/post trip inspections; instruction on District procedures in case of an accident or emergency; taking a driving test to find out the drivers skills.
6. Submit a Van Trip Request Form prior to using van
7. At no time shall a student move or drive the van
8. Driver and all passengers must wear seat belts at all times
9. Equipment carried in van must not block exit door
10. Van is to be kept locked when not occupied
11. Obey all traffic rules
12. Submit to random drug testing
13. That he/she will not operate 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 operate said vehicle.

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14. Eating and drinking is allowed but ALL trash is to be removed from the van after each trip.
15. Driver is in charge of checking the van for cleanliness before turning in keys. If the van is returned dirty you or your organization will be charged a cleaning fee.
16. Van Usage Form is to be completed and van keys and form are to be returned to the Bus Garage immediately upon return or if locked, by 8 am the next school day.

FURTHER, the DRIVER states that he/she has read the foregoing requirements and submit to the stipulations contained herein.

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 the transporting of 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 seatbelts at all times while being transported under the provision 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 of compensation for any services performed under the provisions of this contract.
7. Driver must notify District of any legal action such as DUI, etc., or cited traffic violation during their certification timeframe.

WITNESSETH THESE SIGNATURES:

_____, Board of Education

_____, Superintendent

Crystal Rainwater, Driver

This contract was approved at the Board of Education Meeting on the _____ day of _____, 20____, to become effective on the date shown in the first paragraph of this contract.

Review/Revised:8/11/14