

DRAFT 3/20/2023

STUDENTS

09.36 AP.2

Formatted: Centered

**Parent/Guardian Permission Form for Alternative Transportation and Use of  
Nine or Less Passenger Vehicles**

Formatted: Space After: 24 pt

**TRAINING**

All school personnel who drive District-owned nine (9) or less passenger vehicles shall receive training to include the following:

1. Defensive driving and viewing a defensive driving film that shows critical situations that could happen while transporting children;
2. Discussion of safety concerns and laws relevant to transporting students in school vehicles;
3. Fundamentals of driving;
4. Critical situations;
5. Traffic control devices, signs, and markings;
6. Instruction on how to conduct pre/post trip inspections, care and maintenance;
7. Pupil behavior;
8. First aid;
9. Instruction on following District procedures in case of an accident or emergency, i.e. first aid, blood borne pathogens, triangles, fire extinguishers, etc.;
10. Comprehensive test of driving knowledge; and
11. Driver's skills test.

Upon successful completion of the above training, prospective drivers shall proceed to the designated health facility for drug testing and get the required physical from their physician. Drivers shall attend a required two (2) hour annual update to maintain driver status.

**DOCUMENTATION**

All school personnel who will be driving District-owned nine (9) passenger or less vehicles shall have the following documents on file in the transportation department:

1. Copy of valid Kentucky driver's license;
2. Motor vehicle record check completed annually;
3. Criminal records check;
4. Physical- as per 702 KAR 5:080 Section (1);
5. Initial drug screen test;
6. Scored road test;
7. Driver contract with Board of Education; and
8. CPR/First aid and medical training certificates (if trained).

STUDENTS

09.36 AP.2  
(CONTINUED)

**Parent/Guardian Permission Form for Alternative Transportation and Use of  
Nine or Less Passenger Vehicles**

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

STATE OF KENTUCKY

COUNTY OF POWELL

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Powell County Board of Education whose address is 691 Breckinridge St, Stanton, KY 40380, hereinafter referred to as the Board and \_\_\_\_\_ whose address is \_\_\_\_\_ 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 less passengers including the driver to provide transportation to and from school approved activities for the \_\_\_\_\_ 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 ensure 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 which 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 Kentucky license or licenses required for operation of the Board Owned vehicle and to keep said license or licenses in force at all times.
4. To provide the Board with a certificate (physical form to be provided by the Board and/or health facility) 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 at least annually thereafter.
5. 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.
6. The driver agrees to park the vehicle in a safe location and keep the students with them until vehicle is parked safely unless accompanied by another approved chaperone. Driver is responsible for ensuring safety of all passengers between the van and destination.
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 parts of the Board Owned vehicle and to report mechanical difficulties promptly to the person designated to receive such reports.

**Parent/Guardian Permission Form for Alternative Transportation and Use of  
Nine or Less Passenger Vehicles**

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

8. The driver agrees to fuel vehicle with no passengers on board and remove key from ignition during fueling process.
9. To clean the inside of the Board Owned vehicle after driving the Board Owned vehicle and to keep all lights and signals clean at all times.
10. To fuel the vehicle up in Stanton or Clay City at the end of every trip, regardless of how low the fuel level is, and submit all fuel receipts to the appropriate bookkeeper for bookkeeping purposes or reimbursement.
11. To complete a Powell County Daily Transportation Record for each trip (regardless of if students are transported or not) and submit to Transportation Director or Designee for maintenance record.
12. Report any deficiencies found in completing the transportation record immediately to Transportation Director or Designee. Students shall not be on board vehicle if a deficiency is found.
13. 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.
14. That he or she will not drive a Board Owned vehicle and transport students to a school approved activity when his or her physical or mental condition is such that it would impair the ability of the Driver to safely carry out his or her duties.
15. That he or she will report medication taken by prescription or without prescription to their immediate supervisor as per 702 KAR 5:080 Section (2) {3(h)}.
16. 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 as per 702 KAR 5:080 Section (2) {3(h)}.
17. To notify the Director of Transportation or a District mechanic if any problems arise with the vehicle during the trip.
18. To display a sign in clear view in the rear of the vehicle stating: "This vehicle is being used to transport school children."
19. To authorize Powell Co. Schools Transportation Dept. to do a Motor Vehicle report on your driving record.
20. To attend required training by the Powell Co. Schools Transportation Department.
21. To random drug testing.

**Parent/Guardian Permission Form for Alternative Transportation and Use of  
Nine or Less Passenger Vehicles**

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

**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 the transporting of students to prior approved school activities. All destinations shall be designated prior to the trip and only stops along approved routes will be permitted.
2. It is mutually agreed by and between the Board and Driver that only those students, staff, or volunteers 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 per the provision of this contract.
4. It is mutually agreed by and between the Board and Driver that the failure of either party to carry out their obligations in good faith as set forth in this contract is just cause for the Superintendent to terminate the contract.
5. It is mutually agreed by and between the Board and Driver that if conditions arise as a result of the Driver's operation of the Board Owned vehicle which threatens the health, safety and wellbeing of the students riding in the vehicle, the Superintendent shall terminate the contract for cause.
6. It is mutually agreed by and between the Board and Driver that the Driver will not receive any additional pay or compensation for any services performed under the provisions of this contract.

WITNESSETH THESE SIGNATURES:

\_\_\_\_\_, Transportation Director

\_\_\_\_\_, Superintendent

\_\_\_\_\_, Driver

This contract shall be reported at the next Board Meeting held by the Powell County Board of Education to become effective on the date shown in the first paragraph of this contract.

STUDENTS

09.36 AP.2  
(CONTINUED)

**Parent/Guardian Permission Form for Alternative Transportation and Use of  
Nine or Less Passenger Vehicles**

**VEHICLE ROSTER**

Please list names and information for all passengers traveling in the van:

Name	Contact Number

**Parent/Guardian Permission Form for Alternative Transportation and Use of  
Nine or Less Passenger Vehicles**

**Parent/Guardian Permission Form for Alternative Transportation**

**RELEASE AGREEMENT**

I am requesting my child \_\_\_\_\_, be permitted to be transported by me, or  
be transported by a person designated by me, to and/or from the Powell County Schools sponsored  
event held in \_\_\_\_\_ (location), on \_\_\_\_\_ (dates). I  
acknowledge the Powell County Schools is affording transportation for my child. Nevertheless, I  
am voluntarily requesting my child be permitted to be transported by me or be transported by the  
person designated by me as stated below.

My child can be transported by: \_\_\_\_\_

I hereby release and waive, and further agree to hold harmless the Board of Education in Powell  
County, its officers, and agents, from and against any claim including claims of negligence or  
gross negligence, I, or as the representative of my child who is under the age of eighteen (18), may  
now or hereafter have or claim to have in any court or other forum for or on account of any losses,  
damages, personal injuries, pain and suffering, death, or property damage resulting from or arising  
out of, during, or in connection with driving from the event first mentioned above, even if the  
claim arises out of an act or omission of a released party.

This Release Agreement shall be constructed to be as comprehensive as is allowed by law; as  
severable, the invalidity of any portion of which shall not affect any other portion and shall not  
establish a legal or other relationship between or among those released which does not in fact exist.

\_\_\_\_\_  
SIGNATURE OF PARENT/LEGAL GUARDIAN

**COMMONWEALTH OF KENTUCKY**

Subscribed and sworn to before me by \_\_\_\_\_, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 202\_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Kentucky State at Large

Formatted: ksba normal, Font: Not Bold, No underline

Formatted: ksba normal

Formatted: policytext, Indent: First line: 0"

Formatted: policytext, Centered, Indent: First line: 0",  
Tab stops: Not at 1.04"

Formatted: policytext, Indent: First line: 0"

Formatted: policytext

Formatted: Space Before: 18 pt

Formatted: Space Before: 18 pt

Formatted: Space Before: 12 pt

Formatted: Indent: Left: 2.5", First line: 0.5"

Formatted: Normal, Centered, Indent: Left: 2.5", First  
line: 0.5"