



FLOYD COUNTY BOARD OF EDUCATION
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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item):

Consider/Approve Memorandum of Understanding with the Kentucky Transportation Cabinet to provide Kentucky Safe Driver programs to students of Floyd County Schools.

Applicable State or Regulations:

KRS 162.90 General Powers and Duties of the Board

Fiscal/Budgetary Impact:

None anticipated.

History/Background:

This program satisfies the Kentucky Graduated Driver License Program requirements. The program consists of a 2-hour course that covers various topics related to driving, such as:

- Collision prevention and avoidance techniques.
- Safe driving habits and behaviors.
- Traffic laws and regulations.
- Driver's license requirements and procedures.

Recommended Action:

Approve MOU as presented.

Contact Person(s):

Thomas Gearheart, Chief Safety Officer 606-886-2354

Thomas M. Gearheart

Date:

August 15th, 2023

MEMORANDUM OF UNDERSTANDING BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
AND
SITE PROVIDER

THIS AGREEMENT is made and entered on this ____ day of _____, 2023, by and between the Kentucky Transportation Cabinet, Division of Driver Licensing, hereinafter referred to as "KYTCDS" and _____ the Site Provider, hereinafter referred to as "SP". THIS AGREEMENT is administered by **KENTUCKY SAFE DRIVER**, hereinafter referred to as "KSD". THIS AGREEMENT is in reference to the Kentucky Graduated Licensing Program as mandated by the Kentucky House Bill 400, of 1996.

THIS AGREEMENT shall become effective for a twenty-four-month period commencing on August 1, 2022, and terminating on July 31, 2024.

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 Understanding 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 Site Provider

The SP shall be responsible for the following:

1. Provide a list of dates when classrooms are not available.
2. Provide access to a classroom that is equipped with computer, laptop, projector, and sound system. If the classroom does not have the listed items, then have the accommodations in the classroom to allow KSD to bring our own and setup the needed equipment in order for us to teach the course.
3. Provide adequate seating to accommodate up to 26 students attending the class.
4. Make reasonable efforts to ensure that heating / cooling is provided and working properly for the duration of the class time scheduled.
5. Provide access to the classroom, appropriate lighting and directional information for participants taking the classes.
6. Provide access to restrooms and furnish required necessitates for use.
7. Provide a facility that is ADA compliant.
8. Provide and keep all Emergency Procedures up to date with KSD.
9. Keep all contact information up to date by contacting KSD at:

106 C St. James Court
Frankfort, KY 40601
Office: (502) 699-2295
Email: information@kentuckysafedriver.org

SECTION II: Responsibilities of KSD

KSD shall be responsible for the following:

1. Provide classroom instructor for each class.
2. Provide course material.
3. Provide Certificate of Liability Insurance (by request only).

SECTION III: Responsibilities of KYTCDL

KYTCDL shall be responsible for the following:

1. Maintaining communication with KSD regarding individual's eligibility to attend the classes.

CANCELLATION CLAUSE

Either party may cancel the contract at any time for cause or may cancel without cause with a 90-day written notice.

By signing the Memorandum of Understanding, each party represents it is fully authorized to enter into this Memorandum of Understanding, accepts the terms, responsibilities, obligations, and limitations of this Memorandum of Understanding, and agrees to be bound thereto to the fullest extent allowed by law.

SITE PROVIDER

KENTUCKY SAFE DRIVER

(Signature, Title)

(Signature, Title)

(Print Name)

(Print Name)

(Date)

(Date)