

DRIVER APPROVAL AGREEMENT

VECHICHLES OF 9 PASSENGERS OR LESS

STATE OF KENTUCKY – COUNTY OF MARION

This contract entered into this 11<sup>th</sup> day of January, 2023<sup>4</sup>, by and between the hereinafter referred to as the Board and DAVID HAZARD whose address is 574 TINKLE LANE SPRINGFIELD, KY 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 that part of the 2023-24 school year during which Marion County School's remain in regular session following the signing of this contract.

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 by the Driver 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. To abide by the state laws, Kentucky Board of Education regulations, and local Board of Education regulations and policies that pertain to his or her responsibilities as a Driver of the 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 from a physician designated by the Board 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. To drive a Board Own 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.
7. To clean the inside of the Board Owned Vehicle before and after driving the Board Owned Vehicle and to keep all lights and signals clean at all times.
8. 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.

9. That he or she will not drive a Board Owned Vehicle and transport students to a school activity when his or her physical condition is such that it would impair the ability of the Driver to safely carry out his or her duties.
10. 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.
11. To display a sign clear view in the rear of the vehicle stating "This vehicle is being used to transport school children."

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.
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 5:30, and that all passengers including the driver will wear installed seatbelts at all times while being transported the provision of this contract.
4. It is mutually agreed by and between the Board and Diver 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 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 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:

Marion County Board of Education

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Superintendent

 \_\_\_\_\_ Driver

This contract was approved at the Board Meeting held by the Marion Board of Education on the 11<sup>th</sup> day of January, 2023 to become effective on the date shown in the first paragraph of this contract.s 4