

# COVINGTON INDEPENDENT PUBLIC SCHOOLS

## AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT (“Agreement”), including attachments 1-4, is entered into as of April 1, 2024 between \_\_\_\_\_ (“Contractor”) and Covington Independent Public Schools (the “District”), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will provide such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Contractor Services

District may request, from time to time, that Contractor provide transportation services, which Contractor may agree to provide to the extent accepted by Contractor, Contractor agrees to provide such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor’s provision of such transportation services pursuant to this Agreement are sometimes referred to herein as the “Services.”

In operating under this Agreement, the District will purchase services from the provider through the Contractor’s agreement with Chris Klench, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

### 2. Term

The initial term of this Agreement shall commence on April 1, 2024 and end on June 30, 2025. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement will be automatically renewed successive twelve (12) month periods (each a “Renewal Term”) on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice.

### 3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for provision of the Services on a weekly basis and shall be paid within (30) days after the District's receipt of Contractor's invoice for the provision of Services for the relevant week. Any payment not received by Contractor within said (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is received by Contractor.

#### **4. 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 a vehicle under the terms of this contract. To follow the instructions given to him or her by the proper school system authorities to the best of his or her ability.
2. To procure, at his or her own expense, the necessary license required for the operation of the board-owned vehicle and to keep said license or licenses in force at all times.
3. To provide the Board with a copy of his or her current valid license. To provide the Board with a certificate from a physician 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 every two years thereafter.
4. 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.
5. To drive a board-owned vehicle, when assigned, in a safe manner at all times and in a manner that minimizes mechanical wear on the parts of the vehicle, and to report mechanical difficulties promptly to the person designated to receive such reports.
6. To return the board-owned vehicle free of litter and to keep all lights and signals clean at all times.
7. 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.
8. That he or she will not drive a board-owned vehicle and transport students to a school approved 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.
9. That he or she will not drive a board-owned vehicle at any time while 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.

- 10. That the Board has been notified of any driving violations, accidents, DUI charges, driver's license suspension, or points on his/her driving record, and should any additional driving violations, accidents, DUI charges, or points occur, the Driver will notify the Board immediately.**

## **5. 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 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 provisions 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 or compensation for any services performed under the provisions of this contract.

## **6. Force Majeure**

In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, in order to maintain adequate readiness to serve the District, Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. District will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The

invoice will be calculated by the cost of the District's final day of regular transportation service before such event occurred multiplied by the number of school days in that month and subtracting 15%.

## **7. Vehicles**

1. As part of its Services and for the compensation set forth in this Agreement, District agrees to provide the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District.
2. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. The District shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.
3. The District shall provide the Driver with any training the local Department of Pupil Transportation deems necessary to insure the safe transportation of students.

In accordance with Kentucky state law, 702 KAR 5:130, all vehicles shall receive monthly vehicle inspections by a state certified bus inspector.

## **8. District Insurance**

District shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to Contractor, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The Contractor shall be named as an additional insured of policy or policies and shall be furnished with a certificate of insurance (COI). The Contractor shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

## **9. Background Checks**

Because Contractor will be providing transportation services for school children, it is a requirement of District's insurance that Contractor undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

## **10. Health and Safety (Tuberculosis Testing)**

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by subcontracted drivers, Contractor shall provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state

licensed medical doctor's signature. As a service to District, Contractor will maintain a copy of said verification.

**11. Drug and Alcohol Testing**

Contractor shall enroll in the District's drug and alcohol testing consortium that provides for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing.

**12. Assignment of Contractor's Rights**

Contractor shall have no right to assign its rights or obligations under this Agreement.

**13. Indemnity of the District**

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents.

**14. Independent Contractor**

Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

**15. Notices**

All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by deliver of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District : Covington Independent Public Schools  
c/o Lori M. Knochelmann, McKinney-Vento Coordinator  
25 East Seventh Street  
Covington, KY 41011  
859-392-1017  
[Lori.knochelmann@covington.kyschools.us](mailto:Lori.knochelmann@covington.kyschools.us)

To Contractor:

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

**16. Entire Agreement**

This Agreement, and Attachments 1-4 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

**17. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**18. Attorney Fees**

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorney fees in the judgment rendered in such action.

**19. Severability**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

**20. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**21. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by email, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart has been delivered to the other party in person.

**22. Attachments**

Attached hereto are Attachments 1-4. Said Attachments and the provisions contained therein are incorporated by reference in whole to this Agreement, and shall be fully enforceable under this Agreement as if fully set forth within the body of this Agreement.

**DISTRICT**

By: Alvin L. Garrison  
Title: Superintendent  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Lori M. Knochelmann  
Title: McKinney-Vento Homeless Education Coordinator  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR:**

By:  
Title: Driver  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT 1**

**FEES FOR SERVICE**

The Contractor will charge the District:

<b>Trip Items</b>	<b>Fees</b>
Trip Fee	\$35.00 per hour
Days	Monday - Friday
Hours	30 hours maximum; 6 hours per day maximum
Vehicle	Free – provided by District
Mileage	Free – provided by District
Fuel	Free – provided by District
Car Seat/Booster	Free – provided by District
No Show	Hourly rate applies
Monitor	N/A

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.



**ATTACHMENT 2**

**THE DISTRICT AGREES THAT THE FOLLOWING POLICIES SHALL BE FOLLOWED  
RELATED TO STUDENT NO-SHOWS AND LATE CANCELED TRIPS FOR TRIPS SERVICED  
BY THE CONTRACTOR**

The District is responsible for alerting the Contractor of any change requests based on the data provided from No-Shows, such as removing a student from a route due to multiple no-shows.

### **ATTACHMENT 3**

#### **THE DISTRICT REQUIRES THE FOLLOWING DRIVER TRAINING MODULES FOR ALL CONTRACTED DRIVER(S)**

As required by the District, prior to beginning services transporting students for the District:

Contractor shall complete a Passenger Service and Safety (PASS) basic training program  
Subject areas include:

- Customer Service, Communication and Stress Management
- Americans with Disabilities Act
- Service Animals
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders
- Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis)
- Wheelchairs
- Emergency and Evacuation Procedures
- Driver/Passenger Sexual Improprieties

**ATTACHMENT 4**

**THE DISTRICT REQUIRES THE FOLLOWING FROM CONTRACTORS**

Vehicles operated by contracted driver will be clean at all times during service.

Vehicles operated by contracted driver shall be marked with a window placard.

Vehicles shall be free of the smell of smoke and/or synthetic scents, fragrances, perfumes, etc.

At the request of the District, cameras will be installed in vehicles while transporting District students.

In accordance with Kentucky state law, 702 KAR 5:130, all vehicles will receive monthly vehicle inspections by a state certified bus inspector. District will provide verification of these inspections for vehicle on monthly basis.

**District Name:** Covington Independent Public Schools

(Please complete this form and return as soon as possible)

To whom should contract notices be sent?

To Contractor:       Chris Klensch  
                              544 Garden Way  
                              Edgewood, KY 41017  
                              859-393-3007  
                              [chrisgklensch@gmail.com](mailto:chrisgklensch@gmail.com)