

CONTRACT

THIS CONTRACT is entered into this 27th day of April, 2026, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **Marion County Public Schools**, 755 East Main Street, Lebanon, KY 40033("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, Department of Transportation has established the need to provide 3rd Party Examinations that provide CDL licensure to school bus drivers from other school districts in Kentucky.

B. PURPOSE:

The purpose of this contract is to provide a certified examiner to test the candidates of the "Second Party" so that the candidate can attain the certified driving license.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The "Board" shall provide to the "Second Party", services under the direction of the FCPS Director of Transportation or his designee.
2. The "Board" shall provide a certified examiner on requested dates and times of the "Second Party" when requests can be accommodated, to be determined by the assigned FCPS certified examiner.
3. The "Second Party" agrees to pay the "Board" for the examination service provided in this contract for the amount of \$75/hour.
4. The "Board" shall provide to the "Second Party" an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. The "second party" agrees to pay per test or per month as determined by the transportation department.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
8. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
9. The "Second Party" certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
10. The "Second Party" certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).
11. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.
12. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining

provisions herein.

13. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

14. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

15. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

16. This agreement will be in effect from the 27th day of April, 2026 until 26th day of April, 2027, unless terminated by either party as defined in Paragraph 7. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Director's Approval

Date

Dr. Demetrus Liggins, Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Date

LEGAL IN: _____
CAB. IN: _____

SECOND Party

Date