

SCHOOL BUS DRIVER'S CONTRACT

School years: 2022-2023 to 2025-2026

School Corporation: South Bend Community School Corporation

This School Bus Driver's Contract ("Contract"), entered into by and between South Bend Community School Corporation ("School Corporation") and _____ ("Driver"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS the Board of School Trustees ("Board") of School Corporation has given notice by publication in accordance with Indiana law, and the Driver pursuant to said notice has submitted a bid, the terms of which reflect the Driver to be a responsible offeror whose proposal is determined in writing to be the most advantageous to School Corporation, taking into consideration price and the other evaluation factors set forth in the RFP for one or more bus route(s) in an amount satisfactory to the Board. Driver's proposal indicates Driver can meet the requirements prescribed federal, state, and local laws and the physical, moral, insurance, bond, and license requirements set out in applicable laws and School policies.

Now therefore in consideration of the foregoing and in consideration of the future payment by the School Corporation to the Driver of the rates stated below, the Driver agrees to provide school bus transportation services for the route(s) assigned by School Corporation and perform the following work as outlined in the published RFP, transportation policies, procedure, protocols, and specifications of the School Corporation ("Specifications") and as hereinafter provided:

Driver agrees to drive a school bus along the designated routes which are currently assigned by School Corporation to be routes _____, as further described in the Specifications attached hereto and made a part hereof by reference, during the School years of _____ and to transport all students along that or an adjacent route in accordance with the Specifications.

The work is to be governed by the following conditions:

1. The Driver is to drive an authorized school bus along the route designated by School Corporation each school day during the School year, unless the school building is not holding classes that day. The Driver shall operate the bus following the route and schedule fixed by the School Corporation. The Driver shall execute Driver's responsibilities by following and applying at all times the highest professional, industry, educational, transportation, and technical guidelines and standards.
2. The Driver warrants Driver shall obtain and maintain all required insurance, permits, licenses, registrations, accreditations, certifications, and approvals, and shall comply with all employment, labor, EEOC, E-verify, education, bus, passenger, health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the School Corporation.
3. The Driver is to have responsibility for the care, control, custody, and safety of all passengers. The Driver shall keep order and maintain discipline in the bus, being firm but polite, impartial and fair, and see that no passenger is imposed upon or mistreated while in Driver's charge, and shall use every action to care for and ensure the safety of each passenger.
4. The Driver is to perform personally all work set out in this Contract, and shall not transfer or assign this Contract to any other person nor substitute any other person as driver, except with ten (10) business days advance notice and the written approval of the School Corporation.
5. The Driver shall give a bond in such type and sum as fixed by the School Corporation, such bond to be conditioned upon the faithful performance of the full term of the Contract. The Driver shall carry adequate insurance issued by a company authorized to do business in the State of Indiana in such types and amounts as the School Corporation may deem necessary to afford adequate protection in the operation of the bus and transportation of passengers. Copies of all insurance policies shall be furnished to the School Corporation by the Driver immediately upon request.
6. The provisions of all federal, state, and local statutes, rules, guidelines, and regulations pertaining to safety, the operation of school buses, and transportation of school children, are made a part of this Contract by reference and Driver is familiar with those requirements and agrees to abide thereto.
7. The Driver hereby agrees the school bus will be used to transport students to and from the schools within School Corporation under the terms of this Contract, and only for such additional permitted uses which are in accord with the provisions of Indiana law and School Corporation policies.
8. It is agreed that the provisions of IC 20-27 *et seq.* and IC 9-21 *et seq.*, are incorporated by reference and hereby made a part of this Contract, and that it is the intention of the parties thereto to enter into a binding contract subject to laws applicable to transportation of School Corporation students the provisions of which shall prevail over any part of this Contract determined to be in conflict therewith.
9. This Contract incorporates by reference all policies, guidelines, rules, and regulations of the School Corporation including but not limited to those policies, guidelines, rules, and regulations, which are adopted from time to time, regarding the transportation of school children, passenger supervision (including but not limited to the Staff-Student Relations Policy),

nondiscrimination, harassment, background checks, and acceptable behavior toward parents and passengers, which are hereby made a part of this Contract.

10. This Contract incorporates by reference applicable United States Department of Transportation laws, regulations, rules, and guidelines which may be amended from time to time, and are hereby made a part of this Contract.
11. The Driver warrants Driver has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity, and agrees it will immediately notify the School Corporation of any such actions. The Driver certifies by entering into this Contract, Driver is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision within the United States. Further, to the undersigned's knowledge, neither Driver nor any other member, employee, representative, agent or officer of the Driver, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.
12. For successfully completing the work outlined this Contract, School Corporation shall pay the Driver the following Daily Rate: \$ _____ per day for each day (a) students are to be present at a school within School Corporation, (b) the driver is required by the School Corporation to drive passengers on School Corporation related activities (e.g. extracurricular trips), and (c) for in-service training which is either required by statute or School Corporation including, but not limited to, school bus, student transportation, and safety meetings, training, or workshops. The Daily Rate is based in part on the total route mileage multiplied by \$ _____ per mile. The Driver acknowledges Driver may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with Indiana law and audit guidelines specified by State Board of Accounts.
13. Driver acknowledges and understand the Daily Rate ordinarily includes time during which Driver is necessarily required to be on the approved route, present on School Corporation property, on duty, or at a location prescribed by School Corporation. Work or routes not requested is not time reimbursed by School Corporation, unapproved waiting time is not hours worked, on call time is not work, , and personal time, permitted sleep breaks, engaging in personal activities, , etc. are excluded from hours worked and are not compensated.
14. The School Corporation may at its discretion and any time alter and/or extend or shorten the route herein covered. In the event the route is changed, altered or extended or shortened by the School Corporation, the Driver's Daily Rate shall be adjusted and will be based on the total mileage of the new route multiplied by the above rate per mile. When School Corporation makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled.
15. Driver is performing services as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, association, affiliation, or joint venture agreement between the parties. School Corporation shall not assume liability for any sickness, illness, injury, including death to any persons, or damage to any property, arising out of the acts or omissions of the Driver or contractors of the Driver. The Driver hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Driver shall be responsible for all meeting all necessary payment of income taxes, unemployment, and workers' compensation insurance.
16. By signing below, Driver swears or affirms under the penalties of perjury that the Driver is authorized to work and reside in the United States.
17. Driver agrees any and all records containing protected health information, nonpublic personal information, personally identifiable information, student records, education records, and other information protected under confidentiality or privacy laws whether created by Driver or School Corporation, are confidential under laws including but not limited to the Family Educational Rights and Privacy Act, the Individuals with Disabilities in Education Improvement Act and their implementing regulations. Driver shall create, use, share, maintain and access such records only in the course of providing services under this Contract and only as allowed by laws applicable to such data. All plans, specifications, documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials ("Materials") not developed or licensed by the Driver prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Driver hereby transfers and assigns any ownership claims to the School Corporation so that all Materials will be the property of the School Corporation. If ownership interest in the Materials cannot be assigned to the School Corporation, the Driver grants the School Corporation a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials. Upon termination of this Contract or on the date Driver ceases providing services, Driver will immediately return to the School Corporation all records, documentation, and other items that were used or created during the term of this Contract.
18. Driver shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all services and work performed under this Contract. Driver shall make such materials available at all reasonable times during this Contract, and for three years from the date of final payment under this Contract, for inspection by the School Corporation or its authorized designees.
19. Driver agrees to indemnify, defend, and hold harmless the School Corporation, its agents, officials and employees from all third-party claims and suits including court costs, attorneys' fees, and other expenses caused by any act or omission of the Driver, if any, in the performance of this Contract.

