

DRIVER OWNED EQUIPMENT CONTRACT FOR TRANSPORTING CHILDREN

Term \_\_\_\_\_ School Corporation No. \_\_\_\_\_ School Corporation \_\_\_\_\_

This Contract entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_

School Corporation, \_\_\_\_\_ County, Indiana, hereinafter referred to as the School Corporation, and \_\_\_\_\_  
\_\_\_\_\_ Driver.

WITNESSETH:

WHEREAS the Governing Body of said School Corporation has given proper notice by publication in accordance with IC 20-27-5-10, and the Driver pursuant to said notice has \*(A) submitted a proposal, or (B) submitted a bid, the terms of which reflect said Driver to be the lowest responsible bidder in an amount satisfactory to the Governing Body and that the Driver can meet the requirements prescribed in IC 20-27-5-13 and the physical requirements set out in IC 20-27-8 et seq.

Now therefore in consideration of the foregoing and in consideration of the payment by the School Corporation to the Driver of the sum stated below, the Driver agrees to perform the following work as provided by the specifications on file in the office of the School Corporation and as hereinafter provided, viz:

To drive the school bus of Route No. \_\_\_\_\_ in School Corporation No. \_\_\_\_\_, for the School Term or Terms of \_\_\_\_\_ in the School Corporation above named and to the extent of the available seats on the school bus transport all the children of school ages now residing along and adjacent to said route or who may be along and adjacent to said route during the life of this contract and in accordance to said specifications to and from the designated school(s) in said school corporation, during the school term or terms above enumerated.

The route known as No. \_\_\_\_\_ is described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and as more particularly described by a copy of the specifications attached hereto and made a part hereof by reference.

BUS OWNERSHIP; conditions: It is also mutually agreed to between the parties hereto:

1. That said School Corporation is to furnish and provide

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2. That the Driver is to furnish

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Said work is to be governed by the following conditions:

1. The Driver is to drive the bus along the designated route each day during the school term or terms above enumerated, unless the school be dismissed for a holiday or by order of the School Corporation. That the Driver shall operate the bus over the route upon the schedule fixed by the School Corporation.
2. The Driver to have control of all school children so conveyed between the homes of the children and the school(s). The Driver shall keep order and maintain discipline in the bus, being firm but polite, impartial and fair, and see that no child is imposed upon or mistreated while in their charge, and shall use every care for the safety of the children under their charge.
3. The Driver is to perform personally all of the said work set out in this agreement, and shall not sell or assign this contract to any other person nor substitute any other person as driver, except with the approval of the School Corporation.
4. That the School Corporation may at any time alter and/ or extend the route herein covered. In the event that the route as changed, altered or extended is longer than the route as described in this contract, the Driver shall be paid as additional compensation for each mile or fraction thereof in excess of the mileage of the originally contracted route, a sum equal to the average rate per mile as provided in this contract.
5. The Driver shall give a surety bond in such 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 public liability and property damage insurance in a company authorized to do business in the State of Indiana in such amount as the School Corporation may deem necessary to afford adequate protection in the operation of the bus involved. Copies of all insurance policies shall be furnished to the School Corporation by the Driver.
6. The provisions of all Indiana statutes, rules and regulations of the State School Bus Committee, as same may be amended, pertaining to safety in the operation of school buses and the transportation of school children, are made a part of this contract by reference and Driver agrees to abide thereto.
7. The Driver hereby agrees that said school bus will be used to transport school children to and from school under the terms of this contract, and only for such additional permitted uses which are in accord with the provisions of IC 20-27-9 et seq., as same may be amended.
8. It is agreed that the provisions of IC 20-27-1 et seq. and IC 9-21-1 et seq., and as same may be amended, are 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 the School Transportation Code (IC 20- 27-1 et seq.), and the Motor Vehicles Traffic Regulation Code, IC 9-21-1 et seq., 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 present policies of the School Corporation with respect to the transportation of students and passengers and are hereby made a part of this contract.
10. This contract incorporates by reference applicable United States Department of Transportation regulations as same are amended and are hereby made a part of this contract.
11. The School Corporation shall pay the Driver the sum of \_\_\_\_\_ Dollars(\$ \_\_\_\_\_) per day for the number of days (a) on which the calendar of the school corporation provides that students are to be in attendance at school, (b) the driver is required by the School Corporation to operate the bus on school related activities, and (c) days of inservice training which is either requested by statute or authorized by the School Corporation including, but not limited to, the safety meeting workshops.
12. Failure of Driver to comply with the terms of this contract, including all terms and conditions incorporated by reference, shall be deemed cause for cancellation of contract at the option of School Corporation Governing Body, or its authorized agent. In the event of such breach by Driver, School Corporation's authorized agent shall first recommend cancellation of the contract to School Corporation's Governing Body, which may act upon such recommendation without notification or opportunity for Driver to be heard, but such cancellation shall not be effective until the Governing Body takes action on such recommendation. Notwithstanding the above, School Corporation, acting by its authorized agent, may suspend the Driver immediately, for any conduct or omission that may constitute good and sufficient cause for cancellation of the contract, pending actual cancellation of the contract.

IN WITNESS WHEREOF, the parties have hereunto signed their names this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Driver

School Corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Members of the Governing Body of the School Corporation

NOTE: \*Strike out either (A) or (B).

**BOND**

KNOW ALL PERSONS BY THESE PRESENTS, That we \_\_\_\_\_  
as principal, and \_\_\_\_\_  
as sureties, all of \_\_\_\_\_ County, in the State of Indiana, are firmly bound unto the School Corporation, in  
the penal sum of \_\_\_\_\_ Dollars (\$) for the payment of which well and truly to be made,  
we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators, and assigns, firmly by these presents,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The conditions of the above obligation are such that, where as the \_\_\_\_\_  
\_\_\_\_\_ School Corporation, of \_\_\_\_\_ County, in the State of Indiana,  
has let and contracted with said \_\_\_\_\_  
to drive the conveyance on a school route in the said School Corporation above named, during the school term or terms of  
\_\_\_\_\_ and \_\_\_\_\_ known as  
"Route No. \_\_\_\_\_" (as per the contract, route and specifications attached hereto).

NOW THEREFORE, if the said \_\_\_\_\_ shall well and faithfully do and  
perform their contract in accordance with the terms thereof, then this bond shall be null and void; otherwise, we bind ourselves to pay  
all expenses incurred in carrying out the full agreement, as entered into by and between the said \_\_\_\_\_  
and \_\_\_\_\_ School Corporation.

WITNESS our hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)