

DRIVER'S TRAINING SERVICE CONTRACT

THIS AGREEMENT is hereby entered into, by and between Taylor's Crossing Public Charter School District No.461, in the State of Idaho ("School District") and Rocky Mountain Driving School, a driver education company ("Contractor").

RECITALS

- A. WHEREAS, the State of Idaho has prescribed certain requirements for a course in driver's education for public school students (IDAPA 08.02.02.004);
- B. WHEREAS, the State of Idaho Public Driver Education Operating Procedures has authorized the school district to independently contract for certain drivers training courses;
- C. WHEREAS, The School District is interested in entering into a contract for the purpose of providing drivers' education.

Therefore, and in consideration of the foregoing and the mutual promises and covenants herein contained, the School District and the Contractor hereby mutually agree as follows:

SECTION 1. CONTRACTOR OBLIGATIONS

- A. **General Understanding** - Contractor shall perform the services and furnish vehicles, equipment and personnel, and shall do all things necessary and proper for the performance and completion of the work required by this Contract.
 - 1. **Required Services** - The Contractor shall provide a drivers' education course for a period of not less than thirty (30) days. The course shall include a minimum of thirty (30) hours of classroom instruction, six (6) hours of behind-the-wheel driving instruction and six (6) hours of observation, conforming in all respects and meeting all requirements of driver education in the State of Idaho; (Idaho Code Section 33-1702).

Furthermore, the School District may provide or make available, to Contractor, the following items:

- a. A classroom to be made available outside normal school hours and only for the purpose of meeting contractual agreements relating to driver education training.
- b. Occasional uses of audio/video equipment for instructional purposes only.
- c. To make the general public and high school student body aware of the District's available Driver Education Services to the degree the District deems appropriate.

- d. To make available any driver education instructional materials the School District may have on hand which might enhance the program. All other text books and curricular material to be provided by Contractor.
- B. **Designation of Students** - Contractor shall provide drivers' education to those students designated by the School District.
- C. **Contractor Responsibility for Students** - Contractor shall be fully responsible for the care and supervision of students during the period of instruction with Contractor.
- D. **Contractor's Performance** - All work services provided by contractor shall be of the highest professional standard and shall be performed to the School District's reasonable satisfaction. The detailed manner and method of performing the services is under the control of the Contractor, with the School District being interested only in the result obtained. Contractor is an "Independent contractor" as defined by law as to all services performed hereunder and is not that of an agent or employee of the School District.
- E. **Certificates of Instructors Required**- Contractor shall only use instructors currently certified by the Idaho State Department of Education and/or licensed by the Idaho Bureau of Occupational Licensing.

SECTION 2. VEHICLES AND INSURANCE

- A. **Vehicles** - Contractor shall furnish a sufficient number of vehicles to satisfy the requirements of this Contract. All vehicles must meet all the requirements for operation and inspection in accordance with the State of Idaho, and as further set forth by the State of Idaho Public Driver Education Operating Procedures in IDAPA 08.02.02.004.
- B. **Auto Insurance** - Contractor shall maintain and provide insurance for automobile liability insurance set forth according to the Idaho Bureau of Occupational Licensing, driving business requirements.
- C. **Certificates of Insurance Required** - Contractor shall provide certificates of insurance for workers' compensation and automobile liability. All certificates of insurance shall provide that the District and the Board are additional named insureds with an endorsement that reads: "The District, its agents, officials, employees are additional named insureds." Additionally, a notice of cancellation must be provided to the cancellation.

SECTION 3. TERM

This Contract shall be effective from the date of School District approval and signature by both parties through June 30, 2022.

SECTION 4. PAYMENT

The driver education student shall pay the contractor the sum of \$250. The School District shall pay the Contractor the sum of \$95 for each student approved by the District, or its

designee, to enroll in the course, and having completed the states requirements for reimbursement.

Payment to the Contractor shall be made within a reasonable time after the Contractor has completed the course and has properly billed the School District for the services performed.

SECTION 5. INSPECTION

The School District reserves the right for its members, and its authorized agents to inspect any and all classrooms and vehicles at all reasonable times.

SECTION 6. DELEGATION OF AUTHORITY

The School District hereby delegates to the Contractor the necessary authority to supervise and control students in the vehicles and in the classrooms operated by the Contractor while they are instructed under the rules and policies adopted by the School District.

SECTION 7. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor is required to comply with the laws of Idaho, and rules and requirements of the State Motor Vehicle Department, and The Idaho State Department of Education. All contractors' instructors shall be properly licensed by the Idaho State Department of Education and/or the Idaho Bureau of Occupational Licensing for teaching drivers' education. In accordance with state statute 33-512, school districts shall ensure that all private driver education instructors who are contracting with a public school and who will have unsupervised contact with students, have a current criminal history check on an official State Department of Education fingerprint card on file at the Idaho State Department of Education.

School districts will also be responsible for cross-checking all private driver education instructors working as contractors for the school districts against the statewide sex offender register.

SECTION 8. REIMBURSEMENT OF EXPENSES

The School District shall not be liable to the Contractor for any expenses the Contractor pays or incurs unless otherwise agreed in advance writing by the School District.

SECTION 9. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES

Unless otherwise provided herein, the Contractor shall supply at Contractor's sole expense, all vehicles, equipment, tools, materials, and/or supplies to accomplish the work to be performed.

SECTION 10. FEDERAL, STATE AND LOCAL PAYROLL TAXES

Neither, Federal, nor State, or any other payroll tax of any kind shall be withheld or paid by the School District on behalf of the Contractor or its employees. In accordance with the terms of this Contract and the understanding of the parties herein, the Contractor shall not be treated as an employee with respect to the services performed hereunder for tax purposes.

SECTION 11. FRINGE BENEFITS

Because the Contractor is engaged in their own independent contractor business, Contractor is not eligible for, nor entitled to, and shall not participate in the District's pension, health or other fringe benefit plans.

SECTION 12. NOTICE TO THE INDEPENDENT CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES

The Contractor understands that the Contractor is responsible to pay Contractor's income tax in accordance with federal and state law. The Contractor further understands that the Contractor may be liable for Social Security taxes, to be paid in accordance with all applicable laws.

SECTION 13. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the School District, its successors and assigns from and against any and all loss, damage, cost, or expense, including attorneys' fees by reason of the Contractor's acts or omissions in performance of services under this contract.

SECTION 14. SCHOOL DISTRICT NOT RESPONSIBLE FOR WORKER'S COMPENSATION

Because the Contractor is engaged in its own independent contracting business and is not an employee of the School District, the School District will not obtain workers' compensation insurance for the Contractor or Contractor's employees. The Contractor agrees to obtain workers' compensation coverage as required by law for Contractor and Contractor's employees and to furnish a copy of its certificate of workers' compensation insurance to the School District.

SECTION 15. NOTICES

Any notices given in connection with the Contract shall be given in writing and shall be delivered either by hand to the other party, or by certified mail return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving written notice of the change in accordance with this section.

SECTION 16. NO AUTHORITY TO BIND SCHOOL DISTRICT

The Contractor has no authority to enter into contracts or agreements on behalf of the School District. This Contract does not create a partnership between the parties and nothing contained herein shall be interpreted to create an employer-employee, master-servant, joint venture or a principal-agent relationship between the School District and Contractor in any respect.

SECTION 17. TIME OF THE ESSENCE

Since the Contract concerns a necessary public service, time is of the essence. Accordingly, the Contractor shall prosecute the work diligently to assure adherence to the schedules and regulations that may be adopted by the School District.

SECTION 18. CONTRACTOR DEFAULT

Either party may terminate this contract upon 10 days written notice.

SECTION 19. ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this Contract or any interest in the Contract without the prior written approval of the School District.

SECTION 20. WAIVER

The waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

SECTION 21. MODIFICATION

No change, modification, or waiver of any term of this Contract shall be valid unless it is in writing and signed by both the School District and Contractor.

SECTION 22. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the School District and Contractor.

SECTION 23. APPLICABLE LAW

This Contract shall be governed by, construed and enforced in accordance with, the laws of Idaho without regard to its conflict of law principles.

SECTION 24. LEGAL COMPLIANCE

Contractor agrees to comply with all applicable requirements of federal, state and local statutes, ordinances, rules, and regulations.

SECTION 25. REPORTS AND RECORDS

- A. **Crash Report**-Any crash or injury involving students enrolled in the drivers' education course shall be reported by Contractor to the School District, or its designee, immediately by telephone. A detailed written report must be submitted by the Contractor to the School District, or its designee, as soon thereafter as possible, not later than two (2) weeks after each accident on forms furnished by the Idaho State Department of Education.
- B. **Audit Right** - The School District shall have the right to audit, the books and records of contractor in such manner and at all reasonable times as it deems appropriate. The audit shall be of such activities that arise from the contractor's undertakings or performance of this Contract, including but not limited to the right to inspect the Contractor's records at any time to verify the accuracy of the information and data used to complete the billing.
- C. **Student Records** - Contractor will complete all student records required by the School District, and under Idaho Code Section 33-1706 for the drivers' education course. Contractor shall transmit such records to the District's Office at such times as designated by the School District. All records must be provided to the District within ten (10) days after completion of the contract in order to complete any required reports to the State under code section 33-1706. Student rosters will be transmitted to the Department of Motor Vehicles within (3) days after the completion of each course.

SECTION 26. OFFICIALS, AGENTS, AND EMPLOYEES OR SCHOOL

DISTRICT-NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the School District be in any way liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Contract.

SECTION 27. COUNTERPARTS

This Contract may be executed in two or more counter parts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signature:  _____

Matthew Rice, Board Chairman

_____ # _____

Date: 9-14-21 _____

Signature  _____

Holly Faulkner, Contractor

Idaho State Business License # DB558

Date: 9-14-21 _____