

ADM COMMUNITY SCHOOL DISTRICT
DRIVER EDUCATION INSTRUCTIONAL AGREEMENT

This agreement is made this 22th day of March, 2011, between the Adel Desoto Minburn Community School District, organized and existing under the laws of Iowa, with its principal office located at 801 Nile Kinnick Drive S, Adel, Iowa 50003 and Teen Driver, Inc. a corporation organized and existing under the laws of Iowa, with its principal office located at 1009 West Salem, Indianola, Iowa 50125.

RECITALS

The parties agree that the educational welfare of the children of this District is paramount in the operation of the schools, including the program for instruction in Driver's Education, and this Agreement shall be interpreted and applied with the best interests of the students as its primary focus.

Therefore, the parties declare that providing educational services and programs of the highest quality is their mutual aim. In order to promote a quality program for instruction in Driver's Education, and in consideration of the mutual promises contained herein, it is agreed as follows:

SECTION ONE.
DEFINITIONS

As used in this agreement:

- A. "School district" or "District" shall refer to the Adel Desoto Minburn Community School District (ADM).
- B. "Contractor" shall mean Teen Driver, Inc.
- C. "BTW" shall refer to behind the wheel instructor only; individual is not certified to teach the classroom portion.

SECTION TWO.
INSTRUCTIONAL SERVICES, CLASSROOMS, EQUIPMENT, FEES

- 1. Teen Driver, Inc. agrees to provide the entire Driver Education Program to qualified students of the ADM Community School District. The days and times of such program shall be mutually agreed upon by the School District and Contractor. The program will include the provision of:
 - a. A sufficient number of certified Driver Education teachers
 - b. The driver education vehicles
 - c. New or replacement student learning materials and supplies
 - d. Program administration and support
- 2. All instructional personnel provided by Teen Driver, Inc. in connection with the School District's Driver Education course shall be properly certified secondary teaching staff with proper state certification in driver education. BTW state certified and properly licensed instructors may help with the driving portion. Teen Driver, Inc. represents and warrants that the services will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained, and qualified personnel. In the event that the

District, in its sole discretion, determines that an instructor is not suitable for the program, Teen Driver, Inc. will promptly replace that instructor with an alternate instructor.

3. Teen Driver, Inc. will provide at least the minimum 30-hours of classroom instruction (of which no more than 180 minutes shall be provided to the same students in a single day) and at least the minimum of 6-hours of actual in-car instruction (of which at least 3 hours shall consist of street or highway driving). The following apply to classroom instruction:
 - a. Minimum class size and number of free and/or reduced fee students per class shall be mutually agreed upon by the School District and Contractor.
 - b. Program will be flexible to ensure that all needs of the students within the School District are accommodated as appropriate.
4. Teen Driver, Inc. shall supply suitable mid-sized or larger automobiles, (currently use Chevy Impala's), in good condition, for use in instruction and shall pay for all gas, insurance, and maintenance related to the automobiles. Vehicles shall be equipped with the following:
 - a. Instructor's dual brake
 - b. Inside instructor's rear-view mirror
 - c. Instructor's eye-check mirror
 - d. Required driver education signs
 - e. Outside rear-view mirrors mounted on each side of the vehicle.
5. Teen Driver, Inc. will be responsible for accommodations for students with special needs or disabilities. School District will provide equipment and required installation or modifications for special needs or disabled students on case-by-case bases.
6. Ron Johnson will be the person from Teen Driver, Inc., to oversee the program and handle day-to-day administrative duties to include:
 - a. Monthly meetings with the School District's high school administration to provide updates and discuss issues as needed
 - b. Scheduling in cooperation as needed with school administration
 - c. Record keeping to include a listing of students who are enrolled in each course and those that passed the course
 - d. Student discipline for Driver's Education classroom/driving issues, in consultation with school administration as appropriate
 - e. Issuance of Course Completion Certificate
7. Teen Driver, Inc. may use School District's current textbooks at no cost or Teen Driver, Inc. may furnish their own textbooks, "Drive Right", revised tenth edition, by Margaret L. Johnson, at no cost to the School District. Alternate materials or replacement materials will be paid by Teen Driver, Inc. The District reserves the right to approve the use of any alternate materials selected by Teen Driver, Inc.
8. School District will provide a suitable classroom with adequate desks and chairs, and suitable audio visual equipment typical for classrooms in the District, for the provisions of the services under this agreement. Teen Driver, Inc. will act as a reasonably prudent person to keep the facilities clean and will be responsible for any and all damages it causes to the

facilities. Teen Driver, Inc. will be the exclusive provider of the required Driver's Education Program for the School District and therefore the classroom will be provided at no cost to Teen Driver, Inc.

9. School District will allow Teen Driver, Inc. to run announcements as needed to inform students about the Driver Education program, provided that such announcements are not presented as an endorsement by the District as to Teen Driver, Inc. or the services it provides.
10. The rate applicable for each student's instruction shall be as follows:
 - a. January 1, 2012, through May 31, 2012, three hundred twenty-five dollars (\$325)
 - b. June 1, 2012, through May 31, 2013, three hundred twenty-five dollars (\$325)
 - c. June 1, 2013, through May 31, 2014, three hundred twenty-five dollars (\$325)
 - d. June 1, 2014, through May 31, 2015, three hundred twenty-five dollars (\$325)
 - e. Students on reduced lunch, verified by the school district, will be charged half price (\$162.50)
 - f. Students on free lunch, verified by the school district, will not be charged anything (\$0)
 - g. All fees will be collected by Teen Driver, Inc. with one hundred twenty-five dollars (\$125) due upon registration and the remaining balance or two hundred dollars (\$200) due at the start of the first class. Students dropping the program for any reason, whether full fee or those eligible for reduced fee, will be charged at the rate of forty dollars (\$40) per class hour attended and forty dollars (\$40) per driving hour attended. Teen Driver, Inc. will not refund any portion of the fee if the combined sum of the classroom and driving hourly rate exceed the rate applicable for each student's instruction as stipulated in this agreement.
 - h. Students will register for classes through the Teen Driver, Inc. web site at www.teendriverinc.com. Follow instructions on registration form. Registration forms will also be made available for the students to pick up in the School Districts High School office.
11. Teen Driver, Inc. will make the sole determination regarding a student's successful completion of the course and issuance of a completion certificate.

SECTION THREE.

COMPLIANCE WITH LAWS, DISTRICT RULES AND POLICIES

1. Teen Driver Inc., while in the performance of duties under this agreement, shall comply with and observe all the provisions of the Code of Iowa, and all other applicable laws. Teen Driver, Inc. shall comply with all rules and regulations established by the Iowa Department of Education and Iowa Department of Transportation and all other applicable rules and regulations.
2. While on District property or while providing services under this agreement, Teen Driver, Inc. will abide by District rules and policies, including but not limited to those regarding appropriate conduct, bullying and harassment, discrimination, facility use, prohibitions on smoking in the buildings and grounds of buildings pursuant to the Iowa Smoke Free Air Act (2008 Iowa Acts, House File 2212), and restrictions on sex offenders pursuant to Senate file 340 (83rd G.A. 2009). Teen Driver, Inc. will be the sole driver education contractor permitted to use School District facilities.

SECTION FOUR.
INSURANCE

1. Teen Driver, Inc., prior to the effective date of this agreement, shall insure jointly the liability of Teen Driver, Inc. and that of the Board of Directors of the School District and the School District for damage to property or injury to persons. Teen Driver, Inc. will obtain and keep in force during the terms of this agreement insurance coverage as described below:
 - a. Worker's Compensation Insurance covering all Employees working for Teen Driver, Inc. and providing services under this agreement
 - b. Comprehensive General Liability Insurance with minimum limits of:
 - \$1,000,000 per Occurrence for Bodily Injury
 - \$1,000,000 per Occurrence for Property Damage
 - or \$1,000,000 Combined Single Limits
 - c. Automobile Liability Insurance with minimum limits of:
 - \$1,000,000 per Person
 - \$1,000,000 per Occurrence for Bodily Injury
 - \$1,000,000 per Occurrence for Property Damage
 - or \$1,000,000 Combined Single Limits
 - d. Umbrella/Excess Liability Coverage with minimum of \$1,000,000 limit per occurrence
2. All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. A certificate evidencing such coverage will be furnished to the ADM Community School District, adding the District as an additional insured, prior to commencing any work under this agreement.

SECTION FIVE.
TEEN DRIVER, INC. NOT AGENT OR EMPLOYEE

Both parties to this agreement recognize that Teen Driver, Inc., while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an officer, agent, or employee of the School District. Teen Driver, Inc. shall in all instances be considered the employer of the personnel providing the services under this agreement and is responsible for all obligations in connection therewith, including but not limited to payment of wages, withholding taxes, social security, unemployment, worker's compensation, and other taxes and/or benefits regarding the employees, and shall hold the School District harmless from any claim for the same.

SECTION SIX.
TERM OF AGREEMENT

The services to be provided under this agreement shall commence with the fall semester starting on or about January 1, 2011, and will expire at the end of the summer program on May 31, 2015, or until terminated by either party hereto, as hereafter provided.

SECTION SEVEN.
TERMINATION

This agreement may be terminated on ninety (90) days written notice by either party, and may be terminated immediately by either party upon a material breach by a party hereto if the breach remains uncured thirty (30) days after written notice of the breach is given to the breaching party.

SECTION EIGHT.
INDEMNIFICATION

The School District, and its directors, officers, employees, agents, and authorized representatives, shall not in any way or manner be answerable for, or suffer loss, damage, expense, or liability for, any loss or damage that may happen as a result of negligence or other violation of law or breach of this agreement arising from the services required by this agreement. Teen Driver, Inc. shall assume all liability of every kind or nature arising from the services provided under this agreement and shall indemnify, defend, and hold harmless School District, and its directors, officers, employees, agents, and authorized representatives, from and against all liability of every kind and nature arising from the services provided under this agreement, including any expenses or liability that School District may incur as a result of the negligence or other violation of the law or breach of this agreement by Contractor and/or its employees or agents.

SECTION NINE.
GOVERNING LAW AND FORUM

The parties consent to the jurisdiction of the Dallas County, Iowa District Court for all matters relating to this agreement and agree that this agreement shall be governed by Iowa law.

SECTION TEN.
ASSIGNMENT

Neither this agreement nor any part of it may be subcontracted or assigned by Teen Driver, Inc. without the prior written approval of the School District. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefits of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

SECTION ELEVEN.
ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY

1. This agreement supersedes all previous agreements, contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties.
2. This agreement may be varied, modified, or altered by the mutual consent of the parties. No alterations, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by authorized representatives of the parties.
3. In case any one or more of the provisions contained in this agreement shall be declared

invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

SECTION TWELVE.
NOTICES

All notices or other communications to be given under this agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the addresses listed in the first paragraph of this agreement until otherwise notified.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date set forth above.

TEEN DRIVER, INC.

BY _____
TITLE _____
DATE _____

ADM COMMUNITY SCHOOL DISTRICT

BY _____
TITLE Board President _____
DATE _____