

**SCHOOL BUS DRIVER'S EMPLOYMENT CONTRACT**

This contract entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the \_\_\_\_\_  
\_\_\_\_\_  
(School Corporation)

an Indiana Public School Corporation, \_\_\_\_\_ County, Indiana, hereinafter called Employer,  
and \_\_\_\_\_, school bus driver, as an Employee, hereinafter called Driver:

WITNESSETH: In consideration of the agreements hereinafter contained, Driver agrees to drive a school bus furnished by the Employer over a designated route or routes established by the Employer in and for said school corporation during the school year beginning \_\_\_\_\_ 20\_\_\_\_, consisting of \_\_\_\_\_ months, and continuing until \_\_\_\_\_, 20\_\_\_\_, and to the extent of available seats on the school bus to transport all the children of school ages residing along and adjacent to the designated route or all the children who may be along and adjacent to said route during the life of this contract of employment, to and from the designated school(s) in said school corporation.

Employer agrees to pay Driver for Driver's services under this contract in the amount of \_\_\_\_\_ Dollars (per hour)(per day) (bi-weekly) (month) for \_\_\_\_\_(days) (months) during said school year, said sum referred to above to be paid (bi-weekly)(monthly) (semi-monthly).

It is mutually agreed between the parties hereto that the following conditions shall be part of this contract of employment, to-wit:

1. Employer shall provide a school bus which meets or exceeds the requirements of the State of Indiana and provide for its proper maintenance.
2. Employer will provide all necessary insurance on said bus.
3. Employee is to be covered by Workers Compensation Insurance. Payroll deductions for social security taxes, state and federal income taxes will be made by Employer with the Employer contributing its share of the social security taxes. Payroll deductions may be made for medical, accident and other insurance to be paid by the Driver upon Driver's election to participate in any such program.
4. Each day during the school term, unless excused by Employer, Driver shall operate the Driver's assigned bus over the route or routes upon schedule fixed by Employer. Driver shall faithfully and personally perform the work set out in this contract unless excused therefrom by Employer, who in such event shall designate a substitute driver.
5. Driver, as a condition precedent to the taking effect of this contract, must be 21 years of age or older, possess a valid Commercial Driver's License with appropriate endorsements or Public Passenger Chauffeur's License, as appropriate, issued to the Driver by the State of Indiana, or any other state, and must meet the requirements set out in IC 20-27-8 et seq.
6. Employer may, at any time, require any Driver to submit to an additional physical examination by a licensed Indiana physician selected by the Employer. Employer shall pay the cost of additional physical examinations required as set out in IC 20-27-8-6.
7. The provisions of all Indiana statutes, and 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 the contract by reference, and the Driver agrees to abide thereto.
8. 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.

9. The school bus shall be kept clean both inside and out by Driver who shall also be responsible for determining and reporting to Employer when the bus the Driver is operating is not in safe operating condition and in compliance with State School Bus Committee rules and applicable statutory provisions. Needed service and mechanical repairs shall be made at a place designated by Employer who shall pay for all maintenance costs of school buses operated by Driver.
10. Driver shall attend an annual safety meeting or workshop as set forth in IC 20-27-8-9, the annual organization meeting of the School Corporation and other brief meetings for administration and safety instruction, as required from time to time by Employer.
11. Routes and areas to be covered shall be established by the Employer and are subject to change from time to time. Additional routes may be added to any Driver or changes made in driving responsibilities without change in compensation provided that the total time required to complete all routes and other duties does not exceed \_\_\_\_\_ hours per day on the average.
12. It is specifically agreed that the provisions of IC 20-27-1 et seq., and IC 9-21-1 et seq., as same may be amended, and as same apply to school bus drivers, are made a part of this contract, and that it is the intention of the parties thereto to enter into a valid 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.
13. 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 part of this contract.
14. This contact incorporates by reference applicable United States Department of Transportation regulations as same are amended and are hereby made a part of this contract.
15. Failure of Driver to comply with the terms of this contract, including all terms and conditions incorporated by reference, shall be deemed cause for dismissal at the option of Employer. In the event of such breach by Driver, Employer's authorized agent shall first recommend dismissal to Employer's Governing Body, which may act upon such recommendation without notification or opportunity for Driver to be heard, but such dismissal shall not be effective until the Governing Body takes action on such recommendation. Notwithstanding the above, Employer, acting by its authorized agent, may suspend Driver immediately, for any conduct or omission constituting cause for dismissal, pending actual dismissal.

\_\_\_\_\_  
Driver

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

\_\_\_\_\_  
School Corporation and Employer

\_\_\_\_\_  
Members of the Governing Body of the School Corporation and Employer

\_\_\_\_\_  
Members of the Governing Body of the School Corporation and Employer