

9:00

Road - Drive Tech - (owner)
Van Wyck

5/17/11

Policeman - 9 years

Law Enforcement Academy

Trained officers to drive

one-year - \$350.00
three-year - 10.00 under

1996 - Waterloo

23 districts in Iowa

4200 - 4300 students per year high completion %

100 part-time employees

Lease from Karl Chevrolet - Impalas

Drive Right - Textbook

Curriculum - updated

Turnkey operation - provide everything

Spring class
2 Summer classes

* would like to use

Don *

Documentation is a focus

Liability - heavy

Parent communication -

32 hour class

6 hour drive

1. Fail accident and/or lab
need to pull back

2. Drive

- Fail

- pass

[Stamped] - "Drive with DOT"

Class per quarter 6:15 p.m. 2.5 hours

6 weeks per 9 weeks

Released teacher -

[Registrations]

Street Smarts

Dan, JC

5/17/11

20 schools currently

PowerPoint presentation - ADTSEN

Day by day lesson plans

Notes provided to students

Special Education accommodations

All teachers certified

- background investigation

Full time office manager. - Crystal

James + Dan are certified, still.

Handle registrations

Fall, Spring, Summer

- after school

- in evening

*

* T, TH two days per week

* Summer - 2 weeks M-TH

pre-approval,

*

Good maintenance

Mt. Gakuts
Toyota Prius

Would be interested
in Dan

instructor brakes
→ would purchase
from us?

Teen Driver -

\$325.00

Indiana

Teach or train - adjust fees

2002

Indiana

Pella

17 schools

State certified

Drive Right Turbo

course online

Non-competitor

30 hours

case of make-up

Jim

students

Can cover classes -

take home at end
of drive time

Cheng Impalas

1 Ford Taurus

All located in Indiana

- No letters of complaint -

70%

class / driving

4 exam

2 tests

1 final

Edge Tech - web design - key up to date

Customize Schedules - taking off in lots of
communities

Teachers - know about kids -

Family operation -

Keep employees
happy

untested kids

\$325.00

heavy -

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1. Drive Tek will offer, exclusively, driver education programs for the School District estimated to begin on January 1, 2012 and expiring on May 31, 2015.

2. Program Options

Drive Tek agrees to provide:

- ☒ Driver Education Vehicle(s)
- ☒ Vehicle Maintenance/Fuel
- ☒ Automobile Liability Insurance
- ☒ Student textbooks
- ☒ Teachers and compensation

The School district agrees to provide:

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3. Drive Tek agrees to conduct such programs in compliance with all applicable driver education requirements as established and mandated pursuant to the Code of Iowa and the Iowa Administrative Code, including, but not limited to, the following:

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- (b) The School District agrees to allow non-district students in the program in the event of insufficient enrollment. In-district students will have first priority for enrollment in the driver education program over

non-district students until 7 days before the beginning of the next scheduled session. The School District has no financial obligation to Drive Tek regarding such students.

- (c) Drive Tek agrees not to inflate the class size to bring in non-district students.

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 - (1) Instructor dual brake
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 - (1) Drive Tek is responsible for accommodations for students with special needs. The ADM Community School district will provide special equipment and required installation or modifications on a case-by-case basis.
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- (a) Drive Tek agrees to be responsible for all the administrative duties of the program including:
 - (1) Scheduling, as needed, in cooperation with the school administration
 - (2) Record Keeping
 - (3) Final grade Reports
 - (4) Issuance of Course Completion Certificates
- (b) Drive Tek agrees to provide a driver education program that is 32 hours of classroom and 6 hours of lab time. (Driving) The program length and time requirements will meet or exceed standards as stated in Iowa Code Section 321.178.
- (c) Before/After School Programs
 - (1) Before and After school programs will be scheduled as needed. Classroom sessions will meet for one to three hours per session and from two to four mornings or nights a week depending on program length. Driving will be scheduled as need based upon student/teacher availability.
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- (1) Summer programs will be scheduled over a three to six week period of time. Classroom sessions will meet for two to three hours on three or five mornings per week depending upon program length. Driving will be scheduled as needed to meet the needs of the student
- (c) Drive Tek agrees to offer programs that will provide flexibility to help ensure that the needs of all students within the district are accommodated. Drive Tek reserves the right to schedule classes and instructors that make efficient use of available resources and is consistent with good business practice.

8. Discipline and Supervision

- (a) The School District agrees that student discipline supervision is the responsibility of Drive Tek and its instructors for the duration of the student participation in the driver education program during the times that the student is actively participation in either the classroom portion or driving portion of the driver education program. The School District shall have responsibility for student supervision at all other times.
- (b) Drive Tek shall develop and enforce rules that specifically apply to the driver education program. Drive Tek will notify the School District and the student of said rules. Drive Tek will notify School District of violation of Drive Tek rules, and will cooperate with the School District to insure all parties involved receive due process.
- (c) Drive Tek will provide to each student and parent a copy of the discipline policy.

9. Insurance

- (a) Drive Tek agrees to obtain and keep enforce during the terms of the proposed contract, insurance coverage as described:
 - (1) Drive Tek agrees to provide for all employees, Workers Compensation Insurance covering all employees as is required by state law.
 - (2) Comprehensive General Liability Insurance with a minimum limit of:
\$1,000,000 Per Occurrence for Bodily Injury
\$1,000,000 Per Occurrence for Property Damage
or \$1,000,000 Combined Single Limit
 - (3) 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
 - (4) Umbrella/Excess Liability coverage with minimum of \$2,000,000 limit per occurrence.
- (b) Upon the awarding of the contract, Drive Tek will furnish to the School District a certificate of said coverage prior to commencing any work under the proposed contract, and will list the School District as additional insured.
- (c) Drive Tek agrees to protect, to defend, to indemnify and to hold the School District harmless from and against all suits, claims and demands based upon alleged damage to property and any alleged injury to persons (including death) which may occur or be alleged to occur by or on account of any negligent act or omission on the part of Drive Tek, its subcontractors, or any of their employees or agents in the fulfillment of the terms of this contract.

10. Costs and Charges

- (a) Drive Tek agrees to collect all fees.

How is
this
handled?
C
g-to students

- C10 36 38 Spring 2 Summer 2
- (b) The school district agrees to pay Drive Tek in a timely manner. Payment will be paid within 45 days of the date of the invoice.
 - (c) Drive Tek will charge a \$35.00 fee for missed drives.
 - (d) Students will pay drive tek direct for any missed drives not deemed excused by Drive Tek or their assigned driving instructor.
 - (e) Drive Tek will not be considered in breach of contract if fuel rationing or market shortages occur. Drive Tek will make every effort to complete training as fuel becomes available.
 - (f) In exchange for services provided hereunder, Drive Tek will charge a base fee of \$340.00 per student for year one (1) of the contract.
 - (g) If fuel prices for ethanol enhanced regular gasoline reach a predetermined price point and remain at that price point for the two weeks immediately before the class begins, the next 32 hour scheduled class session will be charged an additional \$10.00 per student fuel surcharge. If fuel prices for ethanol enhanced regular gasoline drop below the predetermined price point and remain at that price point for more than two weeks the surcharge for that price point will be removed for the next 32 hour scheduled class session. The price point will be determined by the price of fuel within the community in which the ADM High Schools reside.
 - Predetermined price points
 - \$3.49.9 per gallon
 - \$4.49.9 per gallon
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11. Calculation of fee adjustment for year 2 and year 3 of contract period.

- (a) Base fee for calculation of year 2 of contract period will be \$340.00.
- (b) Base fee for calculation of year 3 will be \$340.00 plus fee increase (if any) of year 2 of contract period.
- (c) Calculation will be based upon the Consumer Price Index series, population coverage, All Urban Consumers, (CPI-U), Mid-West Region, all items and index base period 1982-84=100, by percent as published by the United States Bureau of Labor Statistics.
- (d) The frequency of fee adjustment will be annually.
- (e) The annual adjustment period measured by calendar year. The final calculation for the previous calendar year is published on or about January 15 of the next year.
- (f) The fee increase (if any) will be rounded to the nearest dollar amount.
- (g) Drive Tek will determine base fee not to exceed fee escalation as determined by section 11 paragraph (c) and notify school district of new fee for the beginning of the next contract period. Jan -
- (h) Section 10, paragraph (g) will not apply in year 2 or year 3 of this contract.

12. Refund Policy

- (a) Students dropping the program, whether full payment students or those eligible for partial or full fee reduction, will be charged based on the number of classes and driving sessions attended at a rate of \$35.00

per class hour attended and \$35.00 per hour of drive time. Drive Tek will not refund any portion of the fee if the combined sum of the classroom and driving hourly rate exceed the fee as stipulated in contract. Written documentation must be submitted with the signature of both student and instructor, verifying attendance of the student.

- (b) Students dismissed from the driver education program for violation of contract section 8(b) will be reimbursed in accordance to contract section 11(a)
- (c) The refund policy shall not apply in the event that a student fails the driver education program. Full tuition shall be required for said student to retake the class.

13. Exclusivity

- (a) The ADM Community School District will not offer any other driver education course, whether school affiliated or private company, to its students.
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14. Miscellaneous.

- (a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa.
- (b) No amendment to this Agreement shall be valid unless made in writing and executed on behalf of the party against whom enforcement is sought. The School District Board of Directors approval is required for any amendment of this agreement.
- (c) The invalidity of any restriction, condition or other provision of the Agreement or any part of the same shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.
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- (e) Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the dates written below.

ADM
COMMUNITY SCHOOL DISTRICT

DRIVE TEK

Board Pres.

Rodney G. Van Wyk, President
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Date: _____

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Board Pres.

Rodney G. Van Wyk, President
Drive Tek

Date: _____

Date: _____

School References

John Ronca, Principal
Ballard Senior-Junior High School
PO Box 307, 509 N. Main Ave
Huxley, Iowa 50124
515.597.2971

Jane Evans, Superintendent
Burlington Community Schools
1429 West Ave.
Burlington, Iowa 52601
319.753.6791

Denise Shares, Superintendent
Clear-Creek Amana Schools
PO Box 487
Oxford, Iowa 52322
319.828.4510

Tina Ross, Superintendent
Colfax-Mingo Community Schools
1000 N. Walnut
Colfax, Iowa 50024
515.674.3646

Kristy Hansen, Business Manager
Council Bluffs Community
12 Scott Street
Council Bluffs, IA
712.328.6438

Theresa Ritters, Principal
Danville Junior-Senior High School
419 South Main Street
Danville, Iowa 52623
319.392.8390

Kim Shepard, Principal
Decorah High School
100 East Claiborne Dr
Decorah, IA 52101
563.382.3643

Kenneth Marang, Superintendent
Ft. Madison Community Schools
PO Box 1423, 1930 Ave. M
Ft. Madison, Iowa 52627
319.372.7252

Devin Embray, Superintendent
Glenwood Community Schools
103 Central St. Suite 300
Glenwood, Iowa 50105
712.527.9034

Michelle Lukavsky, Principal
Keokuk High School
2285 Middle Road
Keokuk, IA 52632
319.524.2542

Supt Mark Schweer, Superintendent
Lewis-Central Community Schools
1600 E S Omaha Brdg Rd
Council Bluffs, Iowa 51503
712.366.8202

Hal Minear, Assistant Superintendent
Mason City School District
1515 South Pennsylvania
Mason City, IA 50401
641.421.4451

Dennis Wulf, Superintendent
Norwalk Community Schools
906 School Ave
Norwalk, IA 50211
515.981.0676

Robert Miller, Superintendent
Okoboji Community Schools
Box 147 1205 7th Street
Milford, IA 51351
712.338.4757

Terry Schmidt, Superintendent
Red Oak Community Schools
904 Broad St.
Red Oak, Iowa 51566
712.623.6600

Deb Van Gorp, Superintendent
Saydel Community Schools
5740 NE 14th St.
Des Moines, Iowa 50313
515.264.0866

Doug Stilwell, Superintendent
Urbandale Community Schools
11152 Aurora Ave
Urbandale, Iowa 50322
515.457.5000

John Carver, Superintendent
Van Meter Community Schools
PO Box 257, 5201 1st Ave.
Van Meter, Iowa 50261
515.996.9960

Dr Gary Norris, Superintendent
Waterloo Community Schools
1516 Washington
Waterloo, IA 50702
319.433.1800

Craig Hansel, Business Manager
Ankeny Community School
306 SW School Street
Ankeny, IA 50023
515.965.9600

Teen Driver ✓

1A tech teacher & math teacher

2002

17 schools -

knows
Don

1-35

Indiana

Custom classes

flexible schedule

teachers

Driver ed textbook

3 hr classes

30 hrs.

1st 7th - staggered class

drive here

4 quiz, test, final

70% passing
on each

drive test required with DOT

give kids some leeway

\$325 - fee