

(This is a sample contract form. All legal documents should be reviewed by the district's legal counsel before use.)

Bureau of Administration  
and School  
Improvement Services

**State of Iowa**  
**CONTRACT FOR NONPUBLIC STUDENT**  
**TRANSPORTATION**  
**With a Contractor**

Department of  
Education

TR-F-4-497(Rev12/03)

This agreement made and entered into by and between \_\_\_\_\_(Contractor) and \_\_\_\_\_ School District (District), \_\_\_\_\_ County, Iowa, by duly appointed and qualified President of the Board of Education, under authorization granted by the board at a meeting held for that purpose, shall be in effect from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_. [ *Period not to exceed 3 years.*]

**District's Obligations:**

1. The District hereby agrees to reimburse the Contractor for providing transportation services to resident students attending an accredited nonpublic school(s) located inside the resident district or within a contiguous school district. The contractor shall be reimbursed for such transportation in accordance with the following:
  - a. Transportation reimbursement for each entitled, resident nonpublic student shall not exceed the lessor of the following:
    - i. the resident district's average transportation cost per pupil transported as per Iowa Code, Chapter 285.12 for the current school year; or
    - ii. the contractor's average cost per pupil transported which shall be based on all students transported.
  - b. The contractor agrees to accept the above reimbursement provisions as payment in full for providing nonpublic transportation services to resident nonpublic students on the same basis as that provided to students attending public school.
2. The district shall file a reimbursement claim with the Iowa Department of Education on behalf of the Contractor at the conclusion of each school semester or as otherwise required by the Iowa Department of Education.
  - a. The contractor shall be entitled to payment of reimbursement for only those entitled resident nonpublic students attending a Department of Education accredited "Nonpublic School" as defined in Iowa Code Section 285.16.
  - b. The contractor agrees to furnish the district with the names, addresses and school(s) of attendance of all entitled nonpublic students being provided transportation by the **contractor** at the conclusion of each school semester but not later than \_\_\_\_\_, 20\_\_\_\_ and \_\_\_\_\_, 20\_\_\_\_ each year. Within ten (10) days of the receipt of this list, the district shall notify the contractor in writing whether it disputes the eligibility of any listed students.
  - c. **In addition to and not later than specified in "b." above, the contractor shall certify to the district the contractor's cost per student transported, which shall be based on all students transported, prior to submission of any claim for reimbursement by the District.**

**Contractor's Obligations:**

- (A) The contractor shall provide school transportation services under this contract for entitled students only. The service shall include transportation from the student's authorized residence to and from the designated nonpublic school.
- (B) The contractor shall furnish, operate and maintain a vehicle(s) approved for the transportation of students in Iowa and more specifically described under "Additional Provisions" herein.
- (C) The contractor agrees to have all school buses used in providing transportation services under this contract inspected twice each school year by the Department of Education in cooperation with the Iowa State Patrol.
- (D) The contractor agrees to comply with all legal and established uniform standards of vehicle operation as required by statute or by legally constituted authorities.
- (E) The contractor agrees to see that all school buses undergo daily, pretrip vehicle inspections and record the results of these inspections in written form. Further, the contractor agrees to maintain at all times the interior environment of the bus such that it is reasonably free of conditions which would pose a danger to the health and safety of student passengers.

- (F) The contractor agrees to provide instruction in safe riding practices for all school bus passengers and require them to participate in emergency evacuation drills at least twice each school year.
- (G) The contractor agrees to comply with all rules and regulations adopted by the District for the protection of the children transported and those governing the conduct of school bus drivers.
- (H) The contractor agrees to use only drivers and substitute drivers who are qualified and properly licensed to operate vehicles used to provide transportation services. Also to furnish evidence that each driver has undergone a biennial physical examination in accordance with Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49), as outlined in IAC 281-43.12(285) – 281-43.24(321), and has been issued a “School Bus Driver Authorization” by the Iowa Department of Education.
- (I) The contractor agrees to furnish the district evidence that all drivers providing school transportation services under this contract and who operate a commercial motor vehicle, are part of an approved drug and alcohol testing program in compliance with federal regulations.
- (J) The contractor agrees to assure that all drivers attend inservice instruction for school bus drivers as required by Iowa Code, Sec. 321.376 and rules established by the Iowa Department of Education.
- (K) The contractor agrees to carry insurance on all vehicles and student passengers in the coverages and limits as determined by the district. Copy of policy to be filed with the district Board of Education.
- (L) The contractor agrees to make such reports as may be required by the Department of Education, Area Education Agency Board of Education and Superintendent of Schools.
- (M) The contractor agrees to see that all vehicles are used and operated in compliance with all motor vehicle laws and rules governing the transportation of pupils in this state.
- (N) The contractor agrees to obtain, when possible, the registration numbers of all vehicles violating the school bus stop law, Sec. 321.372(a), and file information for prosecution with appropriate law enforcement agencies.
- (O) The contractor shall require school bus drivers to meet all requirements and qualifications provided in Sec. 321.375. Violation of this provision shall result in the termination of the driver under this contract as provided in Sec. 321.375 and the driver shall be prohibited from further transportation of school children.

**Miscellaneous:**

1. This contract may not be terminated prior to the conclusion of a school semester unless otherwise agreed upon by both parties. A 90-day written termination notice shall be given.
2. Should the contractor terminate this agreement, and should the district’s board desire to purchase the equipment, the contractor shall sell to the district the equipment used hereunder at a price to be determined by an appraisal board composed of one person appointed by the district’s board, one appointed by the contractor, and third selected by the first two.

**Additional provisions: Attach additional provision on separate page(s) as needed. (Note: Additional provisions must include a definition of routes and vehicle(s) to be used.)**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**Contractor**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number: \_\_\_\_\_

**District**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
School District

\_\_\_\_\_  
County

\_\_\_\_\_  
Phone number: \_\_\_\_\_