

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

Bureau of Administration
& School
Improvement Services

State of Iowa
CONTRACT for PUBLIC 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:

- (A) The district hereby agrees to reimburse the Contractor for providing transportation services to authorized students attending designated attendance centers. The contractor shall be reimbursed for such transportation in accordance with the "Additional Provisions" herein.
- (B) The district shall be responsible for establishing and providing to the contractor, district policies relating but not limited to, transportation entitlement, route guidelines, riding time limits, student discipline and attendance center boundaries.
- (C) The district reserves the right to withhold, as liquidated damages, one month's transportation payment from the contractor pending complete compliance with the terms of this contract.

Contractor's Obligations:

- (A) The contractor shall provide transportation services under this contract for entitled students only. The service shall include transportation from the student's residence or district-approved alternate site, to and from designated school(s) of attendance and/or other locations as determined by the district.
- (B) The contractor shall furnish, operate and maintain 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 in-service 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.

Routes and Schedules:

The contractor agrees to provide, for district review and approval, a schedule of school bus route(s) and vehicle(s) to be used in providing the transportation service. The schedule of routes shall be delivered to the district’s administrative office, to be maintained at that location, not later than (date) _____ each (year/semester). The schedule shall include a map or drawing of each route, a list of students to be transported on each bus and approximate student pick-up and delivery times for the a.m., p.m. and all additional routes. The district’s copy of the schedule of routes shall be updated by the contractor as revisions are made or as agreed upon by the district and stated in the “Additional Provisions” below.

Additional Provisions: (Attach additional page(s) as needed.)

Miscellaneous:

- (A) 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.
- (B) 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.

EXECUTED this _____ day of _____, 19 _____.

Contractor

Contractor Name

Address

District

President, Board of Education

School District

County

Phone number: _____

Phone number: _____