

(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 Regional Transit System

Department of
Education
TR-F-4-497(Rev.12/03)

This agreement made and entered into by and between _____ (Contractor), an Iowa Regional Transit System provider as defined in Section 324A.1, Iowa Code, 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 "Contract Terms & Monetary Provisions" below.
- (B) The district shall be responsible for establishing and providing to the contractor, district policies relating but not limited to, transportation entitlement, riding time limits, student discipline, attendance center grade level and related 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.
- (D) The district shall, before signing this agreement, be assured of the contractor's compliance with all applicable provisions of the Iowa Administrative Code, Chapter (761) 911 titled, "School Transportation Services Provided by Regional Transit Systems".

Contractor's Obligations:

- (A) The contractor shall provide transportation services under this contract for district-designated 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 and Chapter (761) 911 of the Iowa Administrative Code.
- (C) The contractor agrees to have all vehicles used in the provision of student 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 vehicles that provide student transportation services 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 vehicle 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 a vehicle(s) of the same type as that is used to provide the transportation service and the services of the vehicle's driver(s) at least twice each school year, on a date and time specified by the district, in order to provide instruction in safe riding practices for all student passengers that ride those vehicles and in addition require them to participate in emergency evacuation drills.
- (G) The contractor agrees to comply with all rules and regulations adopted by the district for the protection of the children transported.

- (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 transit vehicle drivers providing student transportation services attend inservice instruction for school bus drivers each year as programmed by the Iowa Department of Education and as required by Iowa Code, Sec. 321.376.
- (K) The contractor agrees to carry insurance on all vehicles and student passengers in the coverages and limits as determined by the district. A copy of the policy or other proof of insurance must 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 used to transport students are operated in compliance with all motor vehicle laws and rules of the road.

Routes and Schedules:

The contractor agrees to provide, for district approval, a schedule of school bus route(s) and vehicle(s) to be used in providing the transportation service. A current schedule of routes shall be delivered to the district’s administrative office, to be maintained at that location, not later than _____(date) each year. 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.

Contract Terms & Monetary 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

Phone number:

District

President, Board of Education

School District

County

Phone number: