

(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
SUBSTITUTE SCHOOL BUS DRIVER CONTRACT
For
School Owned Vehicle

Department of
Education
TR-F-497(Rev12/03)

This contract is made and entered into by and between _____ (Employee) and the _____ 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. The district hereby appoints the employee to the position of **"substitute school bus driver"** to transport children to and from school or activity locations as determined by the district and **on an as needed basis only** for the 20____ - 20____ school year. This contract shall be in effect from _____, 20____, to _____, 20____ or according to the school district calendar as adopted and adjusted by the district.

This contract shall be in force for a maximum of one school year only and does not represent or imply continued employment beyond that period.

District's Obligations:

- (A) The district hereby agrees to compensate the employee for driving services rendered on the following basis:
\$ _____ per trip; \$ _____ per hour; \$ _____ per month. Compensation to be paid to the employee on the ____ day of each month, when applicable.
- (B) In consideration of the above compensation, the employee agrees to perform the services set out herein under the direction of the superintendent of schools and the Board of Education in and for the district.
- (C) The district hereby agrees to provide district-owned vehicles to be operated by the employee that comply with all vehicle safety and construction requirements as required by Chapter 321.373, Iowa Code and rules of the Department of Education.
- (D) The district shall examine the driving history and criminal history records of the employee upon initial application for employment and at such other times as determined by district policy.
- (E) The district shall require the employee to demonstrate his/her ability to safely operate the vehicle(s) required to be operated during employment, has an acceptable driving record in accordance with district policy and is knowledgeable of traffic laws and regulations pertaining to the operation of a school bus.

Employee Obligations:

- (A) The employee agrees to conform to all rules and policies adopted by district board of education.
- (B) The employee agrees to file all reports as may be required by the Iowa Department of Education and those adopted by the district board of education.
- (C) The employee agrees to conform to all standards of vehicle operation as required by statute, district policy or other legally constituted authority.
- (D) The employee agrees to perform daily, pre-trip vehicle inspections of the school bus when required by the district and record the results of the inspection on a form approved by the district board of education for that purpose. In addition, the employee shall file a written report immediately with the district mechanic, transportation supervisor or other district-designated person charged with the responsibility for the school transportation program, if any defects or deficiencies are discovered during the pre-trip inspection that may affect the safety of the vehicle's operation or may result in its mechanical breakdown. (IAC Chapter 43.41)

- (E) The employee agrees to present the results of 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), to the district. In addition the employee agrees to obtain a driver's license issued by the Department of Transportation valid for the operation of the vehicle-type to be driven under this contract.
- (F) The employee agrees to submit to pre-employment drug testing as well as periodic random drug and alcohol testing in accordance with regulations adopted by the Federal Highway Administration.
- (G) The employee agrees to attend and participate in annual inservice instruction for school bus drivers as programmed by the Department of Education in accordance with Iowa Code, Chapter 321.376 and as required by the district.
- (H) The employee agrees to participate in conducting school bus emergency evacuation drills when conducted by the district and required by the Department of Education. (IAC 43.40)
- (I) The employee agrees to obtain, when possible, the registration numbers and general description of all vehicles violating the school bus stop law, Sec. 321.372(a), and file information for prosecution in accordance with state law and district policy.

Additional Provisions:

Miscellaneous:

- (A) The district may terminate this contract and dismiss the employee at any time for failure to conform to all laws of the State of Iowa and rules promulgated by the Iowa Department of Education applicable to drivers of school buses; provided, however, this provision shall not limit the right of the district to otherwise terminate this contract..
- (B) It is further agreed that this contract shall not be in force and the employee will not be allowed to transport students under this contract, unless or until the employee has been issued a current school year, "School Bus Driver Authorization", by the Iowa Department of Education.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names, this ____ day of _____, 20 ____.

Driver Employee

Bus Driver Name

Address

Phone number: _____

District

President, Board of Education

Secretary, Board of Education

Address-District

Phone number: _____