

**TRANSPORTATION AGREEMENT**  
**(Using own vehicle)**

This Transportation Agreement is made and entered into between the School District of North Fond du Lac (referred to as the "School District") and \_\_\_\_\_ (referred to as the "Driver"). The Driver agrees to provide student transportation in consideration of the following terms, conditions, and mutual benefits:

1. The Driver shall use a privately owned motor vehicle for the specific purpose of transporting students and other persons to and from activities as authorized by the School District.
2. The Driver shall not be compensated for the use of his/her motor vehicle outside the scope of transportation authorized by the School District. The Driver shall be responsible for contacting the School District administrator authorizing the use of the Driver's motor vehicle when clarification of the scope of the compensated transportation is necessary.
3. The Driver agrees that she/he shall be the sole driver of her/his motor vehicle used to transport students and other persons under this Transportation Agreement, and shall not permit other drivers to drive the motor vehicle under this Transportation Agreement unless such individual has also entered into a Transportation Agreement with the School District.
4. The Driver understands that upon the written request of a parent or guardian of a student for whom the School District provides transportation, the School District shall disclose the name of the Driver who transports the student.
5. Prior to the operation of the Driver's motor vehicle for the purpose of transporting students and other persons under this Transportation Agreement, and as a condition of this Transportation Agreement, the Driver shall:
  - a. Possess a valid Wisconsin operator's license and provide the School District with proof of such license, which shall also validate that the Driver is at least 21 years of age. In certain circumstances, the School District may accept a valid operator's license issued by another jurisdiction or a valid commercial driver's license issued by Mexico, consistent with state law; and
  - b. Have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator. The department of transportation may require substantiation of such use by a driving examination conducted by the department or by a medical opinion; and
  - c. request that the Driver confirm she/he has sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator.
6. The Driver agrees that the motor vehicle shall not be used to transport more persons than can be seated on the permanently mounted seats facing forward without interfering with the Driver.

7. Prior to permitting the Driver to operate her/his motor vehicle under this Transportation Agreement, and every four (4) years thereafter, the Driver understands that the School District shall do all of the following:

a. Request from the records maintained by the department of justice a criminal history search of the Driver prior to the initial operation of the vehicle for the purpose of transportation under this Transportation Agreement; and

b. Request the Driver's operating record from the department of transportation, or other entity as permitted by applicable law; and

c. Obtain a background information form completed by the Driver, as prescribed by the department of public instruction; or

d. Proof by the Driver of a valid school bus endorsement issued under Wis. Stat. § 343.12 shall exempt the School District from its obligation to conduct the above (a)-(c) activities.

8. The Driver understands that the School District is prohibited by law from permitting a Driver to operate a vehicle pursuant to this Transportation Agreement if any of the following applies, unless the Driver holds a valid school bus endorsement issued under Wis. Stat. § 343.12:

a. The Driver has a record of conviction, operating privilege revocation, or adjudicated delinquency that would disqualify the person from issuance or renewal of a school bus driver endorsement under state law; or

b. The Driver is listed in the registry under Wis. Stat. § 146.40(4g)(a)2; or

c. The Driver has provided materially false or incomplete information on the background information form.

9. The Driver understands that the School District may require the Driver to be fingerprinted, unless the Driver holds a valid school bus endorsement issued under Wis. Stat. § 343.12, which, when required, shall be kept confidential.

10. The Driver agrees that she/he shall report to the School District in writing within 10 days of the occurrence of any of the following:

a. Any accident in which the Driver was involved as the operator of a motor vehicle, regardless of whether the individual was issued a uniform traffic citation or charged with any offense or whether the Driver was operating a vehicle to transport students; and

b. Any conviction or operating privilege revocation that makes the individual ineligible to be an operator of a motor vehicle to transport students or, if the individual holds a

valid school bus endorsement, that disqualifies the individual from issuance or renewal of a school bus endorsement; and

c. Any suspension or revocation of the Driver's operating privilege, or cancellation of a school bus endorsement, by the state of Wisconsin or another jurisdiction.

11. The Driver agrees to provide the School District with proof of annual inspection of the vehicle used for transportation under this Transportation Agreement in conformance with the rules of the department of transportation.

12. The Driver agrees to maintain an insurance policy for her/his motor vehicle and to file a certificate of insurance with the School District and the department of transportation, showing such policy is in effect, that provides the following:

a. Property damage liability coverage with a limit of not less than \$10,000; and

b. Bodily injury liability coverage with limits of not less than \$75,000 for each person and, subject to such limit for each person, total limits of \$150,000 for each accident for motor vehicles having a seating capacity of 7 passengers or less; and \$200,000 for each accident for motor vehicles having a seating capacity of 8-15 passengers.

13. All parties to this Transportation Agreement are subject at all times to rules adopted by the secretary of transportation under Wis. Stat. § 110.06(2) and by the department of public instruction.

14. Neither party's rights and obligations under this Agreement may be transferred, conveyed or assigned without the express prior written consent of the other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

**Maria Putzer**

\_\_\_\_\_  
Business Manager Name

\_\_\_\_\_  
Driver Name

\_\_\_\_\_  
Business Manager Signature

\_\_\_\_\_  
Driver Signature