

*THIS TRANSPORTATION AGREEMENT IS FOR USE IN CONTRACTING WITH A DRIVER WHO IS NOT UNDER A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF THE DISTRICT AND WHO WILL BE USING A SCHOOL VEHICLE TO TRANSPORT STUDENTS*

## **Ripon Area School District Volunteer Transportation Agreement**

This Transportation Agreement is made and entered into between the Ripon Area School District (referred to as the “School District”) and \_\_\_\_\_ (insert name of non-employee driver) (referred to as the “Driver”). The Driver agrees to provide student transportation in consideration of the following terms, conditions, and mutual benefits:

1. The School District agrees to provide the Driver with a motor vehicle owned by the School District for the specific purpose of transporting students and other persons to and from activities as authorized by the School District.
2. The Driver understands that the Driver shall not use the motor vehicle provided by the School District for unauthorized purposes. The Driver shall bear the responsibility of contacting the School District Administrator authorizing the use of the motor vehicle for student and other persons’ transportation to determine the authorized use of the motor vehicle when clarification of its use is required.
3. The Driver agrees that she/he shall be the sole driver of the motor vehicle owned by the School District used to transport students and other persons to school-authorized activities and shall not permit other drivers to drive the motor vehicle to transport students and other persons 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 a motor vehicle provided by the School District for the purpose of transporting students and other persons to school-authorized activities, 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. **Submit a medical opinion to the School District** prior to operating the motor vehicle, and at least once every 3 years henceforth, confirming that the Driver is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the Driver from exercising reasonable control over the motor vehicle (see page 4). The School District reserves the right to require that the Driver provide such evidence more frequently as it deems necessary in its sole discretion, including a 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 the vehicle under this Transportation Agreement, and every three (3) 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; 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. 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.

12. 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.

\_\_\_\_\_  
Ripon Area School District

\_\_\_\_\_  
Driver's Name

\_\_\_\_\_  
Superintendent or Designee Signature

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Medical Opinion

To be filled in by a registered medical practitioner.

*Although the person may be in a generally good state of health at the time of the examination, it would be appreciated if the medial officer/practitioner could furnish details of any disease, condition, or defect the person has suffered and which might recur that could prevent the person from driving an automobile safely.*

I hereby certify that I have examined the following person:

\_\_\_\_\_

and find him/her –

- (a) Not mentally or physically defective in any way that would interfere with safe driving;
- (b) Not suffering from any disease that would interfere with safe driving

except for the following defects observed:

Medical Practioner Signature:	Stamp (if applicable):
Medical Practioner Name:	Date:
Medical Practioner Phone/ Email:	