

**TANGIPAHOA PARISH SCHOOL BOARD
BUS DRIVER EMPLOYMENT CONTRACT**

This Agreement is made and entered into effective as of _____, 2006, by and between:

_____, a person of the full age of majority, whose address is _____, Louisiana (hereinafter referred to as "Operator").

AND

The Tangipahoa Parish School Board, herein represented by Mr. Darrell Fairburn, Personnel Director, Tangipahoa Parish School System, fully authorized to act under the authority of a Resolution adopted by the Tangipahoa Parish School Board on _____, 2006 (hereinafter referred to as "School System"),

who acknowledge and assent to all terms and conditions of this Agreement as follows:

1. EMPLOYMENT

School System hereby employs Operator as its employee, and Operator hereby accepts employment under the terms and conditions herein set forth. As of the effective date set forth above, this Agreement is the Employment Agreement between the parties and supercedes all prior Agreements and contracts between the parties.

2. TERM

Subject to the provisions for termination as hereinafter provided, and subject to applicable provisions of Louisiana law, the term of this Agreement shall be:

1. For the number of days and times as determined by the School System during the period February 1, 2006, through June 30, 2006; and
2. 180 days, which days and times shall be determined by the School System, from July 1, 2006 through June 30, 2007.

When Operator shall have obtained tenure in accordance with the tenure laws of the State of Louisiana, no written renewal Agreement between the parties shall be required. The last Agreement between the parties which was in effect before Operator obtained tenure shall remain in effect for each subsequent Agreement period, with modifications as made from time to time as may be required by the School System, unless the services of Operator are terminated as provided herein or under applicable provisions of Louisiana law.

3. SERVICES TO BE RENDERED

Operator shall faithfully and efficiently perform the duties incumbent upon Route No. _____, or any route subsequently assigned by the School System, and shall observe and abide by the laws of the State of Louisiana, the policies, rules and regulations of the School System, now existing and as may be amended from time to time (all collectively referred to herein as the "Laws and Regulations").

Operator shall work under the direction and supervision of the Superintendent of the School System and/or the Superintendent's authorized representatives and the principals of the school in the School System.

4. **SALARY FOR SCHOOL BUS DRIVING SERVICES**

In consideration solely for school bus driving services of Operator, School System shall pay Bus Driver the salary provided under the Louisiana State Base Salary for school bus operators plus the Tangipahoa Parish salary supplement in accordance with the School System schedule for the applicable period.

The salary and salary supplements shall be subject to any authorized deductions pursuant to administrative policies of the School System. Operator shall not be paid a salary on days he fails to provide transportation for assigned students. If the number of days of the school year is reduced, the hereinabove stipulated salary shall be proportionately reduced.

5. **BUS ROUTE STUDENT ASSIGNMENTS, REMOVALS AND CHANGES**

Operator shall accept assignments of routes and students as directed by the Transportation Supervisor of the Tangipahoa Parish School System. The School System reserves the right to change routes and student assignments as necessary during the term of this Agreement. Any route and student assignment changes shall be made in accordance with the Laws and Regulations.

School System reserves the right to remove Operator, or to assign to him any route within the school system at any time during the term of this Agreement as provided by the Laws and Regulations.

6. **OPERATOR'S DUTIES AND RESPONSIBILITIES**

During Operator's term of employment with the School System, Operator shall:

1. Comply with all requirements of the Laws and Regulations and the terms of this Agreement;
2. Abide by all applicable state and local traffic laws and ordinances governing motor vehicle operation; and
3. Park the school bus on the street in a residential area when not in use, only in a location where permitted by the Laws and Regulations.

7. **OPERATOR'S DECLARATIONS AND REPRESENTATIONS**

Operator states, declares and represents that:

1. He has driven a motor vehicle for at least three years or ten thousand (10,000) miles, and as an operator of a motor vehicle, he has not been convicted of (nor has he entered a plea "guilty" or "nolo contendere" to) charges resulting from bodily injury or from property damage exceeding five hundred (\$500.00) dollars, and there are no charges of this nature pending against him at this time;
2. He understands and agrees that he shall be subject to disciplinary action and/or possible dismissal if he fails to comply with the Laws and Regulations.
3. He is in good health and understands and agrees that he shall meet and maintain all physical and mental standards specified by the Laws and Regulations.
4. As a specific condition of his employment, Operator shall submit to a physical examination (which examination must conform to all required Laws and Regulations) prior to the beginning of each school session and at all other times as may be deemed necessary by the School System.
5. Operator agrees that during the term of his employment with the School System, he shall, when requested by and at such times as may be directed by the School System, submit a random drug and alcohol screening, said screening to be conducted by a person authorized and licensed to perform such services.

6. Operator agrees to participate in the group bus liability insurance plan offered by the School System and pay for his prorata share of insurance premiums.
7. Operator agrees to immediately notify the School System of any motor vehicle accident or incident involving the Operator and Operator shall assist in the preparation of any claims or reports required of the School System.

8. **TERMINATION**

School System may terminate this Agreement for the breach of any condition of this Agreement or as may otherwise be allowed under the Laws and Regulations.

The provisions of this Agreement do not limit the powers of the School System to discipline or discharge any Operator who would otherwise be subject to discipline or discharge under the Laws and Regulations.

This Agreement shall terminate upon the death or retirement of Operator, or upon such disability of Operator as renders him unable, or incapable, of performing his duties as a Operator safely and effectively.

9. **MISCELLANEOUS PROVISIONS**

This Agreement is personal between the School System and Operator and is not transferable.

Should any portion of this Agreement be considered unlawful or unenforceable, the remainder shall be enforced provided the essential terms and conditions of the Agreement are not significantly affected thereby. Should any obligation of it be unenforceable as a matter of law in whole or part, the obligations shall be enforced to the maximum degree, distance, time, and extent as is otherwise permitted by law.

All references to the masculine gender shall include the feminine, and the singular shall include the plural.

This Agreement may only be amended by written agreement signed by both parties.

Any delay or failure of the School System to strictly enforce the provisions of this Agreement shall not operate as a waiver of such provision.

THIS DONE AND SIGNED in multiple original at _____, Louisiana, on this _____ day of _____, 2006, in the presence of the undersigned competent witnesses, who hereunto sign their names with the parties, after due reading of the whole.

WITNESSES:

 School Bus Operator

 Tangipahoa Parish School System