



# School Transportation Contract Template Changes



# Background

In August 2013 the Department of Education and Early Childhood Development (EECD) released the report completed by Deloitte titled *GNL Student Transportation Considerations*.

The report suggested that EECD revise the current standard contract with school bus operators to obtain consistency in the level of service being supplied to contracted and board-owned busing.

A cross jurisdictional review was conducted on school transportation contracts across the country, and input was received from school districts and school bus operators.



# Option to Request Extension

The new contract will allow renewals for various numbers of years to a total of the number of years of the original contract. Currently, most contracts are for 5 years with a 5 year renewal period (i.e. 5 +5). The new contract will allow for this to continue, or, the District may offer multiple renewals to a total of 5 years (10 years service i.e. 5 +2+3; 5 +2+2+1; 5 +1+1+1+1+1; etc.)

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# Termination by the District

Requirements for the District to terminate a contract have been clarified



# Termination by the Contractor

The Contractor may terminate a contract for the following reasons:

- If the District fails to make payments as required, except where allowed under the Agreement
- If the age of the buses required becomes less than 12 model years



# Extension of Documentation Requirements

Police records and vulnerable sector checks are now required for, in addition to the requirements for drivers of a school bus, any person providing services under the contract, including directors and shareholders, who may in the opinion of the District have direct contact with students or access to student information .

New documentation requirements include the following:

- By October 31<sup>st</sup> of each school year, the Contractor must submit a driver route data sheet which confirms each route description, stop location, as well as the drivers' name and length of time employed. This is a follow-up documentation requirement to what the Contractor regularly provides the District prior to the start of each school year. The purpose of this requirement is so the District can ensure their records are current, to capture changes after the start of operations for the school year.
- By November 30<sup>th</sup>, the Contractor is required to submit proof of certification for each driver in Emergency First Aid, C.P.R. and EpiPen training.

# Receipt of Documentation Prior to Service:

Clarification that drivers must be approved by the District prior to commencing service.



## **District rights to deduct payment or withhold all or partial payments:**

In addition to other contract remedies the District may deduct money from payment due or withhold payment where the Contractor

- refuses to provide transportation for required additional services
- refuses or fails to provide service for one or more routes without just cause
- fails to submit required documentation by contract deadlines

## **Banked Kilometres for School Closures (i.e. Treatment of Snow Days)**

Treatment of 'snow days' has changed to limit the use of kilometres accumulated due to snow days, or other unplanned school closures to service of regular routes, such as for early school dismissals, delayed school openings, and exam runs. Contractors will no longer be expected to provide services for field trips or extracurricular activities from kilometres accumulated.

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# Communication of Routes and Time Schedules

The District is responsible for determining the bus routes and the size of the vehicle to service each route through the tender process.

The District will strive to provide the Contractor with information pertaining to bus routes and time schedules at least 15 business days before the start of the school bus service.

The Contractor must comply with the routes and time schedules provided by the District.

Drivers must stop at designated bus stop locations designated by the District.

# Compensation for Net Additional KMs

Route Extensions (previously known as 'Extension') resulting from changes in the distance of routes will be changed to consider all kilometre increases and decreases cumulatively for all routes under the contract for the full term of the contract, instead of for individual routes. Note the removal of "one way" from the calculation formula.

The Contractor will receive additional compensation when the total distance (based on all routes) increases by 1.6 kilometres over the original number of kilometres.

When there is emergency or other temporary schedule changes resulting in an increase in distance then payment would be made for the period of time it is required.

# Compensation for Net Additional KMs (Cont.)

**Examples:** 10 bus contract for contract total of 100 KMs

**Contract increased by 1 KM:** No additional compensation - 1.6 KM threshold not met

**Contract decreased by 5 KMs:** No change to compensation

**One route increased by 5 KMs and another route decreased by 2 KMs:**  
Additional compensation for 3 KMs (net increase)

**One route increased by 5 KMs and another route decreased by 4 KMs:** No additional compensation - 1.6 KM threshold not met (net increase of 1 KM)

**One route is increased by 5 KMs and another is decreased by 8 KMs:** No change to compensation (net decrease of 3KMs)

# One Driver, One Route

The same driver will serve the same route each day, unless authorized by the District.

For temporary changes in driver, such as driver illness, no notice is required by the District. If the change is for longer than 2 weeks, the Contractor must notify the District of the change in driver. All replacement drivers must be approved by the District prior to starting in service.



# Route Doubling

Route Doubling is prohibited unless authorized by the District in writing. Route doubling is the practice of using a single bus to service multiple routes, which were tendered to be serviced by multiple buses.

Where Route Doubling is authorized or discovered adjustments to the amount paid or payable shall be made to reflect the usage of fewer vehicles to provide the required service:

- 50 per cent of the total daily rate if authorized.
- 100 per cent of the total daily rate if not authorized.

# Driver Safety Training

All school bus drivers will be required to complete driver safety training via an online portal of training modules that will be managed by NLESD.

The Contractor must ensure that required training is completed by bus drivers by November 30<sup>th</sup> of each school year.

Details regarding the annual training will be provided in a Schedule to the contract. The annual requirement will be not greater than 7 hours of training for each driver.

In the event that a driver is removed or suspended from driving a school bus under the Agreement, the District may require the driver to complete additional safety training before returning to drive the bus.

# Driver Safety Training

Examples of the modules available in this online portal are:

- Blood Borne Pathogens
- Bullying
- Bus Tire Rapid Air Loss/Blowouts
- Child Restraint Systems (Alternate transportation)
- Confidentiality
- Distracted driver
- Emergency evacuation
- Fire Extinguisher Safety
- First Aid Awareness
- Idling
- Instruments and Brakes
- Loading and Unloading
- Post- Trip inspection
- Pre- Trip inspection
- Sexual Harassment
- Stop Arm Safety
- Student Management
- Time and Space Management
- Wheelchair securement (Alternate transportation)
- Security Awareness

# First Aid Training

Contractors are required to provide drivers with current First Aid, CPR and EpiPen training and certification.

To allow time for certification for new employees proof of First Aid, CPR and EpiPEN, proof of certification must be submitted to the District within 90 days of the start of a school year, or of the hiring of a driver.



# Confidentiality of All Information

Personal information provided by the District to the Contractor remains the property of the District and cannot be divulged to any person, persons or other organization without obtaining prior written consent from the District.

- Under this requirement, all employees or persons providing services under the contract would be required to sign a Confidentiality Agreement with the District by August 15 each school year and upon engagement of a new employee unless the District advises that it has one on file from a previous school year under the Agreement, and the Contractor must ensure that all drivers and persons providing services are familiar with the confidentiality requirements.

# District's Rights in the Event of Driver's Breach of Contract Conditions

The District may advise the contractor to remove a driver from providing service under the Agreement on a temporary or permanent basis.

Situations where this may occur:

- if the driver is in breach of contract conditions
- If the driver is under investigation due to a complaint or if involved in an accident

# Appointment of Contractor Representative and Transportation Officer

The Agreement requires two contact persons: 1) Contractor Representative and 2) Transportation Officer:

- A Contractor Representative is the person the Contractor will assign to be able to communicate with the District regarding contract issues.
- A Transportation Officer is the person the Contractor will assign to be able to communicate with the District regarding day to day transportation matters and must be available each day from the first student pick-up of the day to the last student drop-off in the afternoon.

The Contractor Representative and the Transportation Officer may be the same person.

# No assignment or subcontracting without prior consent

The Contractor is not allowed to assign the Agreement or subcontract any of the services without prior written consent of the District.

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# Alternate Arrangements

In the event of a default or breach of any term of the Agreement, however caused, the District may make alternative arrangements for transportation, without terminating the contract. Any increases in cost would be charged to the Contractor and payment will not be made to the Contractor for vehicles where alternate arrangements were required.



# Accidents

An additional requirement was added with regards to reporting accidents as follows:

- In the case of a vehicle accident occurring while students are on the bus or not, the Contractor must submit a detailed written report to the District within 48 hours.



# Timing and Delivery of Notices

Notifications, permissions or authorizations from or to the District must be sent by one of the following methods:

- By prepaid registered post mailed. This will be considered to be received by the third business day following the day of the mailing.
- By hand delivery at the physical address of the Contractor or the District. This will be considered to be received at the time of delivery.
- By e-mail. The timing of the notice will be considered upon acknowledgement that the e-mail has been opened. It is the responsibility of the sender of the e-mail to secure an acknowledgement before assuming safe and timely delivery.

# Reformatting of Contract

The format of the contract document is changed for greater clarity. An index is included and items categorized to be more user friendly.



# Improved Contract Language

Contract language is changed and/or provisions added for completeness and clarification purposes.



# DISCUSSION

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