

STUDENT CONVEYANCE CONTRACT

THIS CONTRACT: is made in duplicate this _____ day of _____ 19 _____

BETWEEN: the Strait Regional School Board, hereinafter referred to as "the Board";

AND _____ hereinafter referred to as "the Contractor."

WHEREAS the Board is responsible for the provision of and payment for the conveyance of students to and from school in accordance with the provisions of the Regulations under The Education Act;

AND WHEREAS there are students who, because of the location of their residences or because of certain special needs, are not able to avail themselves of regular school bus service;

AND WHEREAS the Board must ensure the adequate and safe transportation of these students to and from school according to the conveyance standards prescribed in the Regulations made under the Education Act as well as the standards prescribed in the Motor Vehicle Act and the Motor Carrier Act;

It is the wish of the Board to enter into a contract with the Contractor, as identified above, to provide conveyance service to the Board, as follows:

1. General provisions

1.1 The term of this contract shall be for the school term commencing _____ and ending _____, or for such other term as may be agreed upon between the Parties as indicated hereunder, and may be renewed.

1.2 The Contractor shall transport students, as assigned by the Board, between the student's place of residence and the school the student attends, in accordance with the terms and conditions of this Contract. Driving routes and schedules shall be as determined from time to time by the Board.

1.3 The Contractor will be responsible for notifying the parents of students on his/her assigned route of the pick-up and drop-off times. It shall not be necessary to wait for a student at any residence.

1.4 The Contractor shall be paid in accordance with the rates for contract conveyors as approved from time to time by the Board.

1.5 The Contractor, and any person employed by the Contractor as a driver, shall comply with all of the rules and meet all of the criteria for the transportation of students as prescribed by The Education Act, the Regulations under the Education Act, the Motor Vehicle Act and the Motor Carrier Act.

1.6 The Contractor, and any person employed by the Contractor as a driver, shall provide evidence to the Board, prior to the signing of this Contract, and at any time upon the request of the Board, that he/she is properly

licensed and medically fit to convey students on behalf of the Board. Such evidence shall include an abstract of driving record. All contract drivers shall have the required class of license, shall be not less than nineteen years of age, and shall not have the status of a newly licensed driver under the Motor Vehicle Act.

1.7 The Contractor, and any person employed by the Contractor as a driver, will be, in the opinion of the Board, competent and of good character. The vehicle operator will not have consumed alcoholic beverages within ten hours of transportation commencement.

1.8 The Contractor agrees to supply to a replacement driver, the properly insured vehicle and the properly semi-annually inspected vehicle as required by the terms of this Contract, for use in the transportation of students. The Contractor must have permission from the Board's Operations Department before contacting a replacement driver. In the event that it is necessary for a replacement driver to provide his own vehicle, it is the responsibility of the Contractor to ensure that all terms and conditions of this agreement are followed.

1.9 The Contractor agrees to participate in all training programs for contract conveyors which are required of the Contractor by the Board. If providing transportation for an extra-curricular or co-curricular trip using a Board owned, leased, controlled or contracted vehicle, the Contractor must have taken a defensive driving course within the last five years, or agrees herewith to take a defensive driving course within ninety days of the date of signing this agreement.

1.10 The Contractor agrees to maintain a telephone service from 7:00 a.m. to 5:00 p.m. daily to receive information from the school, a parent, or the Board. The Board agrees to provide to the Contractor the names and telephone numbers of persons employed by the Board who may be contacted in the event of an emergency.

1.11 No other passengers shall be transported in the Contractor's vehicle while the students for whom the Contractor is responsible are being transported to and from school. The vehicle operator must not permit more passengers to be transported than the manufacturer's designed seating capacity or otherwise required by law.

1.12 In the event of an accident, the Contractor shall save harmless and indemnify the Board from any action arising out of the transportation of students.

1.13 In the event of default by the Contractor of any of the terms of this Contract, the Board may terminate the Contract forthwith.

2. Insurance

2.1 The Contractor shall insure and keep insured each vehicle used for the transportation of students as follows:

2.1.1 If the designated seating capacity of the approved vehicle is twenty passengers or less, the Contractor shall maintain a valid motor vehicle liability policy of insurance, insuring, in respect of any one accident, to a limit of at least Two Million Dollars (\$2,000,000.00), exclusive of interest and costs, against liability resulting from bodily injury to or the death of one or more persons and loss of or damage to property.

2.2 The Contractor shall secure from the insurance company a permit to carry passengers for compensation.

2.3 A copy of the insurance policy and of the permit shall be delivered to the Board on or before the date of signing of this contract.

2.4 The Contractor agrees that any insurance policy covering a vehicle which is used for the transportation of students will not be cancelled without at least ten (10) days' notice in writing to the Board.

3. Equipment and Vehicle Specifications

3.1 Vehicles which are designed by manufacturers as safe vehicles for the transportation of students and which meet the standards of the Nova Scotia Utility and Review Board may be used in the transportation of students under this Contract.

NOTE: CONVERTIBLE VEHICLES (a motor vehicle designed or constructed with a roof that is completely or partially retractable or removable, and does not conform to the Motor Vehicle Safety Regulation roof intrusion protection provisions applicable to vehicles subject to the provisions) MAY NOT BE USED; FOR DEFINITION PURPOSES, THIS INCLUDES ALL VEHICLES WITH PARTIALLY OR COMPLETELY REMOVABLE ROOFS, EXCLUDING SUNROOF.

3.2 Vehicles must be maintained in good mechanical repair to provide optimum safe and trouble-free service. A certificate of mechanical fitness, issued by a competent automotive mechanic, shall be provided to the Board by the Contractor prior to or upon the signing of this contract and at six-month intervals thereafter. Notwithstanding the foregoing, the Board may request the safety inspection of any vehicle at any time, if, in the opinion of the Board, an inspection is warranted. When a mechanical/safety inspection is required by the Board and no deficiencies requiring repairs are noted, the Board will pay the cost of the inspection.

3.3 The Board reserves the right to inspect any vehicle used in the transportation of students under this Contract, and to require that a vehicle be removed from service if it fails to meet mechanical and safety specifications. The Contractor may be given the opportunity of providing an alternate vehicle which meets all of the standards and specifications required by this Contract, and failure to do so will result in the immediate termination of this Contract.

3.4 All vehicles shall be equipped with a set of approved seat belts for each person being transported. In the event that seat restraints other than seat belts are required, the Board shall provide and install the necessary restraints and the Contractor shall be responsible for the day-to-day maintenance of them. Any such devices shall remain the property of the Board and shall be returned to the Board upon the expiration of the Contract. An approved seat belt shall be available for each student; under no circumstances shall a student be permitted to stand.

3.5 The Contractor shall be responsible for repairs and maintenance to his/her own vehicle and equipment.

3.6 The Contractor shall maintain the interior of the vehicle in a clean and sanitary condition.

4. Duties and Responsibilities of Drivers

4.1 Student Discipline: Drivers are expected to maintain order and shall require students being transported to comply with reasonable rules of conduct, consistent with the student's age and ability. Serious discipline problems shall be reported to the school principal through the standard Bus Driver Disciplinary Report forms. These forms will be provided to the Contractor by the Board.

4.2 The driver shall alight from his vehicle to assist any student into and out of the vehicle who requires assistance because of the nature of a special need, and to ensure that all doors are secured and locked and seat belts fastened. Drivers, on arrival at a school, shall deliver any special needs students requiring assistance to the care of a student program assistant, and shall receive such special needs students from the student program assistant at school dismissal time.

4.3 At no time are students to be left unattended in the vehicle.

4.4 When the driver is occupied with the loading and unloading of students, the vehicle ignition shall be turned off and the ignition key removed and safeguarded in the driver's possession.

4.5 When driving on school property caution shall be observed and speed limits for school premises followed. Where speed limits are not posted, the speed shall not exceed five (5) miles per hour.

4.6 Where the physical condition of any student is such that special consideration is necessary on the part of the Contractor or driver, the Contractor or driver will be so advised by the Board and any special training required in the handling of such student shall be provided by the Board to the Contractor or driver.

4.7 Smoking is not permitted in the vehicle at any time while students are present.

4.8 In the event of accident: In the event of an accident, the safety of the students shall be the contract driver's first consideration. In the case of physical injury to a student, the driver shall immediately arrange for medical assistance by contacting the closest ambulance service, R.C.M.P., or hospital. The driver shall be responsible for then reporting the accident to the parents of the students, then the school and then the Board, by the speediest method(s) available.

4.9 If providing transportation for extra-curricular or co-curricular trips: The Contractor agrees to meet all terms and conditions of the School Board Policy Use of Privately Owned, or Board Owned, Leased, Controlled or Contracted Vehicles for Co-curricular and Extra-curricular Travel. (Refer to Policies IX-F-3, IX-F-4 and IX-F-5)
SIGNED:

For the _____

For the _____

STRAIT REGIONAL SCHOOL BOARD

CONTRACTOR

Signature

Signature

Witness

Witness

Date

Date