

# Agreement for Alternate School Bus Transportation

THIS AGREEMENT made at in the Province of Newfoundland  
and Labrador this day of , 2015.

BETWEEN:

(“District”)

AND:

(“Contractor”)

WHEREAS the District requires the provision of certain transportation services for the students on the routes established by the District and described in the schedule(s) attached hereto and forming part of this Agreement;

AND WHEREAS the Contractor has agreed to provide the said transportation services to the District;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants, agreements and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

## 1. Definitions

For the purposes of this Agreement, the following Definitions are agreed upon:

Term	Definition
This Agreement	This Agreement includes the Schedules to the Agreement and, as the context requires, an extension of this Agreement.
Agreement End Date	The last date upon which services under this Agreement shall be delivered. The Agreement End Date is the date referenced in Schedule A unless the Agreement is extended under Article 2.2 in which case the Agreement End Date will be the last day of any extension period.
Agreement Start Date	The date upon which services under this Agreement begin to be delivered. The Agreement Start Date is the date referenced in Schedule A.
Contractor	The corporation or individual supplying the services that are the subject of this Agreement.
Daily Rate	The fixed daily rate per route set out in Schedule A.
District	The District includes authorized officers and employees of the District.
Driver(s)	The individual(s) employed by the Contractor to operate a bus.

Term	Definition
Net Additional Kilometres	<p>The additional kilometres resulting from a Route Extension of a route(s) less the number of any kilometres deducted from any route(s) under this Agreement, calculated cumulatively for all routes extended or reduced during the term of this Agreement.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>▪ <i>Contract increased by 1 KM:</i> No additional compensation - 1.6 KM threshold not met</li> <li>▪ <i>Contract decreased by 5 KMs:</i> No change to compensation</li> <li>▪ <i>One route increased by 5 KMs and another route decreased by 2 KMs:</i> Additional compensation for 3 KMs (net increase)</li> <li>▪ <i>One route increased by 5 KMs and another route decreased by 4 KMs:</i> No additional compensation - 1.6 KM threshold not met (net increase of 1 KM)</li> <li>▪ <i>One route is increased by 5 KMs and another is decreased by 8 KMs:</i> No change to compensation (net decrease of 3KMs)</li> </ul>
Minister	Minister of Education and Early Childhood Development of the Government of Newfoundland and Labrador.
Monthly Rate	The fixed monthly rate per route set out in Schedule A.
Motor Registration Division	Motor Registration Division of Service Newfoundland and Labrador of the Government of Newfoundland and Labrador.
Route and Run	<p>Run: the roads traveled and stop locations for individual schools. A run may service more than 1 school and may differ from AM to PM.</p> <p>Route: the time and distance from the first student pick-up through to the last school and return for each AM and PM route. A route may contain more than 1 run and may differ from AM to PM.</p>
Route Doubling	The practice of using a single bus to service multiple routes which were to be serviced by multiple buses.
Route Extension	The journey in kilometres, both ways, beyond a regular route required under a route alteration or modification by the District.

## 2. Contract Term and Early Termination

### 2.1 Term

This Agreement shall commence on the Agreement Start Date set out in Schedule A and shall be for the number of consecutive years set out in that Schedule, terminating on the Agreement End Date subject to extension or termination as set out below in Articles 2.2 and 2.3 respectively.

## 2.2 Option to Request Extension

The District retains the option to request an extension of this Agreement, exercisable once or more often, for any number of additional contract years to a maximum cumulative total of the number of the original term of years of this Agreement. The extension term(s) is at the option of the District. (Examples: 1 year term may be extended for 1 year; 2 year term may be extended for any number of additional contract years to a total maximum of 2 years).

The District's written notice to exercise its option to extend will be given to the Contractor no later than June 1<sup>st</sup> of the preceding school year in which the option is to be exercised. The Contractor shall either accept or decline the extension offered within the date specified by the District in its written notice. If the extension is declined, the Agreement will terminate on the Agreement End Date.

## 2.3 Termination by the District

This Agreement may be terminated by the District as follows:

- a. On 30 days' notice in writing, where in the sole discretion of the District acting reasonably, the Contractor is in default of this Agreement by failing to fulfill all or part of the terms of this Agreement and the Contractor has failed to cure the default, to the satisfaction of the District, within the time period specified by the District in its notice; or
- b. Forthwith on notice in writing where, in the sole discretion of the District acting reasonably:
  - (i) The transportation service provided by the Contractor endangers, or is likely to endanger, the safety of students;
  - (ii) The Contractor has withdrawn service or failed to provide transportation service for one or more routes without just cause;
  - (iii) The Contractor, or any of its Drivers, habitually fail to operate any of its vehicles in accordance with the requirements of the *Highway Traffic Act* and the Regulations thereunder, and/or all other Acts and Regulations applicable to the provision of public or private transportation for school students or in accordance with any policies of the District or the Minister governing the transportation of students;
  - (iv) Any of the following events occur: if the Contractor shall commit any act of bankruptcy; have a receiving order made against it; make or negotiate for any composition or arrangement with or assignment for the benefit of its creditors;

present a petition or have a petition presented by creditors for its winding-up; enter into any liquidation (other than for the purposes of a business reorganization or amalgamation); call any meeting of its creditors; have a receiver of all or any of its undertaking or assets appointed; be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts; or cease to carry on business; or

(v) The transportation service under this Agreement is no longer required.

Notwithstanding paragraph 2.3(a) the District is not obliged to provide the Contractor with an opportunity to cure a default where the Contractor has, during the term of this Agreement, previously been provided an opportunity to cure a default of the same nature.

#### 2.4 Termination by the Contractor

- a. The Contractor may terminate this Agreement if the District fails to make payments as required, except as permitted under the Agreement, and the failure continues for a period of 30 days following written notice from the Contractor.
- b. If during the term of this Agreement the maximum age of the buses to be used in the transportation service is changed under Article 5.4(a) to a model year less than 12 years, the Contractor may terminate this Agreement, by providing written notice to the District within the time period specified by the District in its notice. Termination under this section shall take effect at the end of the school year.

#### 2.5 Payment on Early Termination

Where early termination occurs, the Contractor will be paid on a *quantum meruit* basis for services performed up to the date of termination and shall have no claim with respect to any remaining term.

#### 2.6 Default

Without restricting the generality of the foregoing, for the purposes of this Article and Article 7.1, "default" shall be deemed to include an interruption in transportation service save and except acts of God and civic disorders

### **3. Services**

#### **3.1 Services to be Provided**

The Contractor agrees to provide a bus transportation service consisting of not less than the number of buses set out in Schedule A, each with a duly qualified and competent Driver, for the transportation of students as specified in Schedule A and their return from such schools to such places in accordance with the terms and conditions of this Agreement commencing on the Agreement Start Date for a maximum of 195 school days in each school year covered by this Agreement.

#### **3.2 District Shall Determine and Communicate Routes and Time Schedules**

The District shall determine route design, designate locations and times for picking up and discharging students, destinations, student loads, student information and any other information required by the Contractor to perform the duties of this Agreement. Changes in route design and/or locations for picking up and discharging students shall be determined and communicated by the District to all necessary parties. The District will strive to provide the routes and time schedules at least 15 business days before start of service.

The Contractor shall, during the term of this Agreement, provide transportation services in accordance with the routes assigned, which assignments shall specify:

- a. The route or routes for which the service is to be provided; and
- b. The size of vehicle to be used on each route.

#### **3.3 Alteration of Routes by the District**

The District may at any time during this Agreement alter or modify any particular runs or routes in respect of which the Contractor is providing transportation services including altering students assigned to any particular runs or routes. No additional compensation shall be paid to the Contractor related to any alteration or modification of runs or routes except where the cumulative effect of route alterations or modifications, under this Agreement, results in the addition of more than 1.6 Net Additional Kilometres.

In determining any additional amount payable to the Contractor for a Route Extension beyond 1.6 kilometres the following formula will be used: the annual contract price divided by the total annual loaded kilometres travelled multiplied by the Net Additional Kilometres driven. In the event the Net Additional Kilometres driven are less than zero there shall be no deduction from the annual contract price payable under this Agreement.

### 3.4 Alteration of Time Schedules

The District may at any time alter or modify any particular time schedule of a route set out in Schedule A and the Contractor agrees that any reference in this Agreement to the said time schedule means such time schedule with such route, points of commencement and time schedule as varied from time to time under this Article. No additional compensation shall be paid to the Contractor related to any alteration or modification of a time schedule.

### 3.5 Emergency or Temporary Route or Time Schedule Change

Notwithstanding Article 3.4 of this Agreement, in the event a school closure results in an emergency or temporary shift system being implemented requiring, as determined by the District, variation to the route, point of commencement or time schedule of any route under this Agreement, the District may vary the route, point of commencement or time schedule of a route under this Agreement and the Contractor shall be compensated, as applicable, for a Route Extension to the route in accordance with Article 3.3 of this Agreement.

### 3.6 Contractor Compliance with the Routes and Time Schedules

The Contractor shall strictly comply with the route and time schedule supplied by the District. No change in a route or time schedule shall be made by the Contractor without written authorization of the District except where a temporary change is required of necessity on account of road construction, road conditions or other reason beyond the control of the Contractor, in which case the Contractor must immediately report any temporary change to the District. Drivers are not to change any student from one bus to another without written authorization of the District unless under emergency conditions, in which case the Contractor must immediately advise the District of any such change.

A copy of the route and time schedule inclusive of directions and bus stops, exclusive of student names, address and phone number information, is to be kept securely in the bus at all times. The Contractor must make up-to-date copies available to replacement drivers.

### 3.7 Requests for Transportation Changes

All requests for transportation and changes in transportation shall be processed with the understanding that no student may be transported unless previously authorized by the District.

### 3.8 District May Require Vehicles to Service More Than One School and One Run

The District may schedule more than one school, and/or more than one run, to be serviced by a route.

### 3.9 One Driver, One Route

Unless specifically authorized in writing by the District, the same Driver will serve each route each day. For temporary changes, where illness or other reasons require a temporary change in Driver, the Contractor is not required to provide notice to the District. For permanent changes, or changes that are likely to extend greater than two weeks, immediate written notice (e.g. indicating replacement Driver, affected route(s) and period of absence) must be provided to the District. Any temporary and permanent replacement Driver must be approved by the District in accordance with this Agreement.

### 3.10 Route Doubling

The Contractor shall not, without prior notification to the District and without specific prior acceptance of such notice, use Route Doubling. 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:

- a. 50 % of the daily rate if authorized.
- b. 100% of the daily rate if not authorized.

### 3.11 Pickup and Discharge Locations and Timing

While in service the Contractor's vehicles shall stop only at those locations designated for the picking up and discharging of students, ensuring that all students are picked up and discharged only at a location designated on the route and time schedule and deliver such students to the respective schools at the times specified on the route and time schedule.

### 3.12 Banked Kilometres for School Closures for Monthly Rate Agreements

For transportation services provided based on a Monthly Rate in the event that a school(s) is not open for 195 school days in a school year, the Contractor agrees to provide, for that school year, transportation services during the day at times requested by the District to a school or schools for additional services to a maximum mileage determined by multiplying the number of days when a school or schools is not open by the distance of the applicable route or routes set out in Schedule A. Transportation services to be provided for kilometres banked under this Article include, but are not limited to, additional school runs required by the District including, but not limited, to early school openings, delayed school dismissals and runs to accommodate examinations, but shall not include field trips or extra-curricular school activities. Transportation services provided under this Article are considered as part of the service to be provided under Article 3.1. Kilometres banked under this Article may be used only during the school year in which they are banked and shall not be carried over to the next school year.

#### **4. Safety Programs**

##### **4.1 Required Safety Programs and Certifications**

The Contractor shall ensure that, on or before November 30<sup>th</sup> of each school year under this Agreement or where a Driver commences providing service to students during a school year within 90 days of the start of service, every Driver shall:

- a. Complete the safety program requirements set out in Schedule B, which Schedule may be modified from time to time for program content by the District, upon notice and provision of a new Schedule B to the Contractor, and without any further requirement for consent of the Contractor, such consent being hereby given; and
- b. Hold valid certifications in Emergency First Aid, CPR and the administration of the "EpiPen" (allergic reaction first aid device).

##### **4.2 District May Require Additional Safety Program(s)**

Where at the direction of the District the Contractor has removed or suspended a Driver from providing service under this Agreement and the District has agreed to that Driver resuming the provision of services, the Contractor shall ensure that, before recommencement of providing services, the Driver shall satisfactorily repeat or complete any additional safety program(s) required by the District.

#### **5. Contractor's Covenants**

##### **5.1 The Contractor covenants:**

- a. During the term of this Agreement it shall transport students in accordance with this Agreement and policies, procedures and directives for school transportation of the District and the Minister. The Contractor will comply with all aspects of the said District's and Minister's policies, procedures and directives including causing Drivers to comply with the said policies and procedures. All applicable District and Minister's policies, procedures and directives in effect at the Agreement Start Date shall be listed in Schedule C. Any changes, additions or deletions to the District's or the Minister's policies, procedures or directives during the term of this Agreement shall be made available by the District to the Contractor;
- b. To provide the transportation service to students approved by the District and to carry all such students to and from their respective destinations stated in Schedule A;
- c. To operate the transportation service at all times in a satisfactory and efficient manner and in strict accordance with the terms of this Agreement and with the



provisions of the *Highway Traffic Act, RSNL1990, c. H-3 and Regulations* made thereunder including, without limitation of the generality of the foregoing, the *Highway Traffic Act* regulations referred to in other paragraphs of this Article and the *Ambulance, Bus, Taxi and Commercial Motor Vehicles Insurance Regulations*;

- d. To ensure that all Drivers that transport students for the District are aware of and follow the relevant conditions of this Agreement;
- e. To provide only such Drivers who are approved by the District in accordance with the requirements of this Agreement and who, as determined by the District, are of good character, capable, sober and reliable in every respect and each of whom holds a valid appropriate class of driver's licence issued under the *Highway Traffic Act* and which has not expired or been suspended or cancelled;
- f. To remove immediately any Driver who, while operating a bus as part of the transportation service, is found to be under the influence of alcohol or drugs or is accused or guilty of any inappropriate conduct, or uses obscene, offensive or inappropriate language, all as determined by the District;
- g. To inform the appropriate school Administrator and the District immediately in the event of vehicle breakdown or an unforeseen delay, which will cause the students to arrive at their respective schools or homes at a time more than 10 minutes later than the usually scheduled time and, if a bus arrives after school is in session, to ensure the Driver reports personally to the school Administrator stating the reason for the delay;
- h. To notify the District immediately in writing when a school bus is removed from service under the *Official Inspection Station Regulations*;
- i. To notify the District immediately if a required vehicle insurance policy has been cancelled for any reason;
- j. To co-operate with the District in all matters of School Bus Safety aimed at the improvement of safe driving habits and safety in or around school buses;
- k. Not to carry nor permit to be carried on any bus used in the transportation service any passenger other than a passenger approved by the District;
- l. To take all necessary precautions for the safety of passengers entering, alighting from and being transported in any bus used in the transportation service at the request of the District;
- m. Not to display any poster, advertisement or any matter or thing which has not been approved in writing by the District; and

- n. Not to charge or levy a user fee in respect of services performed under this Agreement.

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

The District, in its sole discretion, but nevertheless acting reasonably under the circumstances, reserves the right to cause the Contractor to remove a Driver, either on a temporary or permanent basis, from providing any services to the District, and the Contractor agrees to forthwith effect such removal.

## 5.3 Appointment of Contractor Representative and Transportation Officer

The Contractor shall appoint an individual who will be responsible for representing the Contractor in connection with this Agreement (the "Contractor Representative"). The Contractor Representative shall be available at all reasonable times to the District and, in event of an emergency, after business hours and during weekends, holidays, and outside the school year.

The Contractor shall also appoint a person who will be responsible to address day to day transportation matters (the "Transportation Officer"). The Transportation Officer shall be sufficiently conversant with the operation of the routes governed by this Agreement to assist the District in any adjustment of routes and pick-ups to ensure an optimum transportation service. The Transportation Officer is to assume duties each day at a time no later than the time at which the first student on any route is to be picked up and is to remain on duty in the afternoon until such time as the last student has arrived at his or her destination and all vehicles in service are cleared for that day.

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

The Contractor will ensure the District is promptly notified in writing of the name(s) and contact information, including mobile phone number and e-mail address, of the Contractor Representative and Transportation Officer, and any change thereto, at all times during the term of this Agreement.

## 5.4 Vehicle and Insurance Requirements

The Contractor covenants:

- a. To provide the buses to be used in the transportation service, each of which shall not be in excess of 12 model years in age on the first day of September for each school year under this Agreement, to maintain and keep all buses in good and safe mechanical order and condition at all times and to equip all such buses with all equipment required by or under the law including, without limitation of the

generality of the foregoing, under the *Highway Traffic (Bus) Regulations, 1996* and the *Highway Traffic (Licensing and Equipment) Regulations, 1996* and the parties acknowledge that the maximum age of the buses to be used in the transportation service may be varied from time to time during this Agreement. In determining the age of a bus the date of initial registration in the jurisdiction in which the bus was first registered shall be used;

- b. Not to use as part of the transportation service, any bus not covered by the Certificate referred to in subparagraph 5.5(c)(i);
- c. To provide a replacement bus immediately in the event of the mechanical failure of a regularly scheduled bus;
- d. To keep all buses used under this Agreement in a clean and sanitary state;
- e. To equip the bus with a communication device which can maintain two way communications along the entire route;
- f. To clearly label each bus, on both sides of the bus, with the name of the Contractor with lettering of the name to be not less than 152.4 mm (6 in.) high; and
- g. To provide only buses that are either registered in the name of the Contractor, leased or sub-contracted to the Contractor.

#### 5.5 Documentation Requirements

The Contractor shall file with the District:

- a. All information and certificates required under Article 5.6 in accordance with the requirements set out in Schedules D and E;
- b. Signed Confidentiality Agreements in accordance with the requirements set out in Article 5.7;
- c. Prior to the start of each school year under this Agreement and at other times on request by the District during the term of this Agreement:
  - i. For every bus provided under this Agreement an Inspection Certificate as required under the *Highway Traffic Act Official Inspection Station Regulations* and within 5 working days of issuance a copy of any further inspection report completed by Highway Enforcement Officers;
  - ii. A letter of good standing from the Workplace Health and Safety Compensation Commission;

- iii. A pre-commencement report to the District naming the Driver for each route, the name of all designated spare Drivers, and length of time employed for each;
  - iv. For every bus provided under this Agreement proof of initial registration in the jurisdiction in which the bus was first registered and the Contractor shall maintain a copy on file for inspection as required by Motor Registration Division;
  - v. A copy of the policy or policies of insurance required to be held by the Contractor under the *Highway Traffic Act Ambulance, Bus, Taxi and Commercial Motor Vehicle Insurance Regulations* and the receipts showing such insurance to be in full force and effect. These policies shall be maintained by the Contractor throughout the term of this Agreement;
  - vi. A copy of the Motor Registration Division registration for every bus provided under this Agreement; and
  - vii. Where a bus provided under this Agreement is not owned by the Contractor a copy of the applicable sub-contract or lease agreement.
- d. By October 31<sup>st</sup> of each school year under this Agreement a driver route data sheet confirming each route description and stop locations as well as Driver(s) name and length of time employed;
  - e. By November 30<sup>th</sup> of each school year under this Agreement and, as applicable within 90 days of a driver providing service, a certification report stating the name of each Driver for each route and the date of the Driver's certification and certificate expiration for Emergency First Aid, C.P.R. and EpiPen training required under Article 4 and a copy of all applicable certificates;

#### 5.6 Driver, Employee and Service Provider Qualifications and Criminal Background Check

Notwithstanding that the Contractor is an independent contractor, the Contractor understands and agrees that the District has a responsibility to ensure student safety. Accordingly, the Contractor agrees not to engage, or permit any Driver, employee or other person, including shareholders or directors of the Contractor, who may come into direct contact with students in connection with the provision of services or who may have access to student information to provide services under this Agreement, where such driver, other employee or person has been charged with, found guilty of or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the District. For the purposes of this Agreement, the District shall determine in its sole and unfettered discretion whether a Driver, employee of the Contractor or other person is providing a service under this Agreement,

may come into direct contact with students or may have access to student information in connection with the provision of services under this Agreement and whether or not any offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Contractor shall provide:

- a. In respect of Drivers of the Contractor the information specified in Schedule D, which Schedule may be modified from time to time by the District, after consultation with the Contractor, upon notice and provision of a new Schedule D to the Contractor, and without any further requirement for consent of the Contractor, such consent being hereby given; and
- b. In respect of all other employees or other persons providing services under this Agreement who may come into direct contact with students in connection with the provision of services or may have access to student information to provide services hereunder, the information specified in Schedule E, which Schedule may be modified from time to time by the District, after consultation with the Contractor, upon notice and provision of a new Schedule E to the Contractor, and without any further requirement for consent of the Contractor, such consent being hereby given.

In the event information provided to the District under Schedule D or Schedule E, including a current criminal background check or vulnerable sector check, reveals information or a charge, finding of guilt or criminal conviction which is not acceptable to the District for a Driver or any other employee or person providing services under this Agreement who may come into direct contact with students in connection with the provision of services or who may have access to student information to provide services hereunder, the District shall, in its sole and unfettered discretion, have the right to require the Contractor to remove that person from providing services to the District under this Agreement. Upon the District's request, the Contractor shall forthwith effect such removal, without prejudice to any other rights which the District may have under this Agreement, in law or in equity. In addition to and notwithstanding anything else herein contained, if the Contractor fails to promptly comply with the request of the District to remove a person from providing services to the District then the District will have the right to immediately terminate this Agreement without prejudice to any other rights which it may have in this Agreement, in law or in equity.

#### 5.7 Confidentiality of All Information

The Contractor shall abide by and follow the Confidential Information Requirements set out in Schedule F. While recognizing the District's duty to provide student and other confidential information to the Contractor in a timely fashion, all 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. In like manner, all personal information collected about the Contractor, its owners, its directors, officers or employees remains the property of the Contractor and cannot be divulged to any

person, persons, or other organizations except as permitted or required by law, including the provisions of the *Access to Information and Protection of Privacy Act* (NL).

All employees of the Contractor and any other person providing any service in relation to this Agreement shall be made aware of and instructed, at the start of their engagement and on an annual basis prior to the opening of schools, regarding the Contractor's Confidential Information requirements under this Agreement.

All employees of the Contractor and other persons, including shareholders or directors of the Contractor, providing services under this Agreement will be required to sign a Confidentiality Agreement in a format approved by the District to be provided to the District:

- a. by August 15 every year; and
- b. upon commencement of a new employee or other person providing service under this Agreement

unless the District advises the Contractor that it has a signed Confidentiality Agreement on file for the employee or other person providing service from a preceding school year under this Agreement.

## **6. Consideration and Accounting**

### **6.1 Payment to Contractor**

The District covenants with the Contractor to pay the amounts set out in Schedule A in accordance with the payment requirements set out in that Schedule. The Contractor acknowledges that the amounts in Schedule A represent a stipulated fixed price and that no additional costs shall accrue to the District unless specified by and set forth in this Agreement.

### **6.2 Daily Rate Payments Prorated to Runs Performed**

Where the transportation service under this Agreement is based on a Daily Rate payment will be made only for days when a school is open and the Contractor has performed at least one run for the day for a route. In the event the number of runs performed for a route on any day is less than required under this Agreement payment entitlement will be prorated to the actual number of runs performed over the number of required runs under this Agreement. Example: 4 runs required each day - 1 run performed will result in payment of 25% of the Daily Rate, 2 runs performed will result in payment of 50% of the Daily Rate.

### **6.3 Deduction for Failure to Provide Additional Services**

The District shall not deduct any monies from the sum payable under Article 6.1 to be paid to the Contractor because a school or schools under the jurisdiction of the District are closed for

any reason, except that the District reserves the right to withhold appropriate payment based on the Daily Rate where the Contractor refuses to provide transportation for additional services required under Article 3.12.

#### 6.4 Deduction for Refusal or Failure to Provide Service

Where in the opinion of the District the Contractor withdraws or refuses to provide service for one or more routes without just cause the District may deduct monies from amounts payable under this Agreement, based on the daily rate, for each route not serviced for each day the service is not provided.

#### 6.5 Non-payment for Failure to Provide Documentation

Without affecting early termination rights of the District under Article 2.3 the District reserves the right to withhold all or part of a payment payable to the Contractor under Article 6.1 where the Contractor has failed to provide the District with any documentation required under this Agreement.

#### 6.6 No Interest Payable

No interest is payable on any payment to the Contractor under this Agreement.

### **7. Alternate Arrangements**

#### 7.1 Alternate Arrangement by District

In the event of any default by the Contractor, however caused, of any term or condition of this Agreement, the District may, without terminating this Agreement under Article 2.3, provide alternate arrangement for transportation for the students affected by such default and charge any incremental cost of such alternate transportation to the Contractor at the daily rate specified in the current Agreement between the District and any such Contractor chosen to provide the alternate transportation and/or deduct such costs from moneys then owing or in the future to be owing under this Agreement to the Contractor by the District.

### **8. Accidents**

#### 8.1 Contractor and Driver Actions in Event of Accidents

In addition to requiring drivers to fulfill their obligations under the *Highway Traffic Act* and all Regulations thereunder in respect of accidents, the Contractor shall:

- a. Render such immediate assistance as may be dictated by the circumstances; and
- b. Inform the school Administrator and the District forthwith; and
- c. In the case of a vehicle accident occurring while students are in transit submit to the District, within forty eight (48) hours, a detailed written report and, in the case of a vehicle accident occurring while students are not in transit, submit to the District a written report within the time and containing such information as requested by the District.

## **9. Notices**

### **9.1 Timing and delivery of notices**

Where notifications, permissions or authorizations are sought or given by either the District or the Contractor, these may be sent, subject to the timing constraints associated with such notification, permission or authorization in any or all of the following ways:

- a. By prepaid registered post mailed at a post office in the Province of Newfoundland and Labrador. Such notice shall be deemed to have been received on the third (3rd) business day following the day of mailing;
- b. Notice shall also be deemed to have been given to the District, if and when the same is delivered to the District at the address specified in Schedule G, and to the Contractor, if and when the same is delivered to any adult person employed by or connected with the Contractor and present at the address specified in Schedule G. Such notice, if delivered, shall be deemed to have been given and received at the time of such delivery. In the event of an interruption in postal service, all notices shall be delivered personally; and
- c. Notice shall also be deemed to have been given where the sender sends such notification by e-mail and receives acknowledgement of the e-mail from the recipient. Such notice shall be deemed to have been given and received at the time of receipt of the acknowledgement. It is the responsibility of the sender to secure an acknowledgement before assuming safe and timely delivery.

For the purposes of these notices, key contacts and addresses are included in Schedule G.



## **10. General**

### 10.1 Independent Contractor

For the purposes of this Agreement, the Contractor shall be deemed in all respects to be an independent contractor, and in no event shall it be deemed to be an employee or agent of the District or the Minister.

### 10.2 Contractor Representations and Warranties

The Contractor represents and warrants to the District that:

- a. No person, firm or corporation, other than the Contractor, operating in accordance with all of the terms and conditions of this Agreement and with the written approval and consent of the District, has any interest in this Agreement; and
- b. In performance of this Agreement, the Contractor shall comply with all applicable laws and regulations and obtain and maintain all required licenses, permits and approvals which are required by any regulatory authority.

If the Contractor is a limited liability partnership, the Contractor agrees to notify the District in writing of any change in the composition of the limited liability partnership and to provide details of such revised limited liability partnership structure as the District may require.

If the Contractor is a sole proprietorship, the Contractor agrees to notify the District in writing of any change in the manner in which the Contractor carries on business and to provide details of such revised business structure as the District may require.

### 10.3 Indemnification by the Contractor

For the consideration set out herein, the Contractor, for itself, its heirs, executors, administrators, successors and assigns shall indemnify and hold harmless the District, its successors and assigns, from any and all manner of damage or injury, claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise, arising out of or incurred by reason of the transportation services provided by the Contractor under this Agreement and, in particular and without limiting the generality of the foregoing, arising out of the breach by the Contractor or by those for whom the Contractor is at law responsible, of any of their respective obligations under this Agreement. In addition, the Contractor shall

indemnify and hold harmless the District against any claim, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise arising out of the awarding of this contract to the Contractor.

#### 10.4 No Assignment or Subcontracting

The Contractor shall not assign this Agreement or subcontract any of the services to be provided hereunder without the prior consent in writing of the District, which consent may be arbitrarily withheld. Failure to obtain the District's consent in writing to assign this Agreement to a new owner will render the Agreement null and void at the District's sole discretion if the change(s) in ownership is/are unacceptable to the District.

#### 10.5 Amendments to the Agreement

Any of the terms of this Agreement may only be amended in writing by the mutual consent of the District and the Contractor.

#### 10.6 Successors and Permitted Assigns

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

#### 10.7 Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of Newfoundland and Labrador and the laws of Canada as applicable thereto.

Each party understands, covenants and agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement shall be brought solely and exclusively in the Supreme Court of Newfoundland and Labrador, Province of Newfoundland and Labrador.

#### 10.8 Survival

All representations, covenants, warranties, indemnities and limitations of liability set out in this Agreement shall survive the termination or expiry of this Agreement.

#### 10.9 Non-Waiver

No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or the consent excusing the

breach is in writing and signed by the Party that is purported to have given such waiver or consent. No delay or omission on the part of either Party to this Agreement to avail itself of any right it may have under this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any of the provisions of this Agreement shall in any way affect the validity of this Agreement or any part thereof.

#### 10.10 Agreement Precedence

In the event of a conflict between any of the terms of this Agreement or as applicable, between the provisions of the Contractor's response to the District's Invitation to Tender for services provided under this Agreement (the "Tender") and any of the terms of this Agreement the document order of precedence shall be as follows:

- a. Any amendments to this Agreement made in accordance with Article 10.5;
  - b. This Agreement;
  - c. Any Schedules to this Agreement;
- and, as applicable,
- d. The certifications provided by the Contractor in response to the Tender;
  - e. The Contractor's submitted response to the Tender.

#### 10.11 Reports

Any report required under this Agreement shall be provided in the format stipulated by the District to the key contact and address indicated in Schedule G.

#### 10.12 Important Dates

For ease of reference, a schedule with important dates is provided in Schedule H. In the event of any conflict between this schedule and the Agreement, the latter shall prevail.

#### 10.13 Article Headings

The division of this Agreement into Articles, Paragraphs and Subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Article and Paragraph headings in this Agreement are not intended to be full or accurate descriptions of the text to which they refer.

#### 10.14 Rights Cumulative

The rights and remedies of the parties to this Agreement are cumulative and are in addition to and not in substitution for any rights and remedies provided by law.

#### 10.15 Time of Essence

Time shall be deemed of the essence in the performance of the obligations of this Agreement.

#### 10.16 Signing in Counterparts

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No party will be bound to this Agreement unless and until all parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either party shall be deemed to be an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

FOR THE DISTRICT:

\_\_\_\_\_  
Date

\_\_\_\_\_

FOR THE CONTRACTOR:

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Name(s) of Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory of Contractor

Schedules

- A - Transportation Services
- B - Safety Program Requirements
- C - Transportation Policies, Procedures and Directives of the District and Minister
- D - Driver Information Requirements
- E - Employee and Other Persons Providing Services Information Requirements
- F - Contractor Confidentiality Requirements
- G - Key Contacts
- H - Important Dates

**Schedule A  
Transportation Services**

Agreement Start Date: .....  
 Agreement End Date: .....  
 Agreed Price: \_\_\_ Daily Rate .....(amount) plus H.S.T. (if applicable) **OR**  
                   \_\_\_ Monthly Rate .....(amount) plus H.S.T. (if applicable)  
 Number of Buses: .....  
 Size of Buses: .....  
 Routes: .....  
 Time Schedules: .....

**Payment / Invoicing Requirements**

**Daily Rate:**

Daily Rate plus H.S.T. (if applicable) commencing on the 20<sup>th</sup> day of November in the year in which this Agreement is executed and continuing on the 20<sup>th</sup> day of each month thereafter, (excluding August and September) provided that where the transportation service commences in a month other than September, payments shall be made as follows:

---

This payment schedule is conditional on the Contractor submitting a written invoice in the form required by the District before the 20<sup>th</sup> day of the month following the month of service, which includes student name(s), dates transported to school and number of runs performed each day. A delay in submitting a required invoice may result in a delay in payment.

**Monthly Rate:**

Monthly Rate plus H.S.T. (if applicable) commencing on the last day of September in the year in which this Agreement is executed and continuing on the last day of each month thereafter, (excluding July and August) provided that where the transportation service commences in a month other than September, payments shall be made as follows:

---

**Students to be Transported:**

Name	Address	Special Provisions

**Schedule B**  
**Safety Program Requirements**

To ensure school bus drivers are properly prepared for potential safety situations the District requires that all drivers complete safety training through an online portal. Courses, which may vary year to year, shall be provided to the contractor no later than August 15 of each school year and be hereto attached. Contractors should collaborate with drivers to develop an individual learning plan that will have the greatest benefit for each driver.

All school bus drivers are required to complete at least 7 hours of online portal training on or before November 30th of each school year or within 90 days of a start of service. Contractors and school bus drivers are encouraged to complete more than the minimum 7 hours required whenever possible.

The online portal will be available throughout the year to facilitate additional training.

**Schedule C**  
**Transportation Policies, Procedures and Directives of the District and Minister**

**Updates to policy will occur from time to time and once approved, will be hereto attached**

School Bus Transportation Handbook

<https://www.nlesd.ca/busing/doc/handbook.pdf>

Courtesy Seating Protocol

[https://www.nlesd.ca/busing/doc/courtesy\\_seating\\_protocol.pdf](https://www.nlesd.ca/busing/doc/courtesy_seating_protocol.pdf)

DEECD - Policies and Guidelines

School Transportation

[http://www.ed.gov.nl.ca/edu/k12/busing/transportation\\_policies.pdf](http://www.ed.gov.nl.ca/edu/k12/busing/transportation_policies.pdf)

Alternate Transportation Policy and Application Package

<http://www.ed.gov.nl.ca/edu/k12/busing/GovernmentGuidelinesSpecialNeedsTransportation.pdf>

Guidelines for Courtesy Seating on School

Buses [http://www.ed.gov.nl.ca/edu/k12/busing/courtesy\\_seating\\_school\\_buses.pdf](http://www.ed.gov.nl.ca/edu/k12/busing/courtesy_seating_school_buses.pdf)

Guidelines for the Usage of Private Vehicles for Student

Transportation [http://www.ed.gov.nl.ca/edu/k12/busing/private\\_vehicle\\_guidelines2012.pdf](http://www.ed.gov.nl.ca/edu/k12/busing/private_vehicle_guidelines2012.pdf)

Guidelines for Development and Planning of Bus Routes

[http://www.ed.gov.nl.ca/edu/k12/busing/bus\\_route\\_planning\\_guidelines.pdf](http://www.ed.gov.nl.ca/edu/k12/busing/bus_route_planning_guidelines.pdf)

Guidelines for School Transportation to Day Cares

[http://www.ed.gov.nl.ca/edu/k12/busing/daycare\\_guidelines.pdf](http://www.ed.gov.nl.ca/edu/k12/busing/daycare_guidelines.pdf)

Driver Licensing for School Bus Drivers

<http://www.servicenl.gov.nl.ca/drivers/DriversandVehicles/driverlicensing/application.html>

Motor Vehicles Safety Act from the Transport Canada

<http://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm>

Highway Traffic Act - NL - <http://www.assembly.nl.ca/Legislation/sr/statutes/h03.htm>



## Schedule D Driver Information Requirements

The Contractor shall provide information to the District in accordance with this Schedule in respect of all drivers designated to operate a vehicle under this Agreement. The information specified shall be provided:

- by August 15 every year;
- upon a new driver being designated; and
- at other times on request by the District.

The following information shall be provided for any driver if applicable or requested by the District:

- a copy of a renewed valid driver's license if the license is scheduled to expire during the current school year (copy to be provided prior to expiry)
- written notice to the District if information provided has had any changes including criminal charges, findings of guilt or convictions, or any breaches of the *Highway Traffic Act*

Category A – For new drivers and all other drivers without 2 years or more continuous service with District and the Contractor in the years immediately preceding the current school year, the documentation required is:

- a copy of a valid driver's license (copied front and back);
- a current Motor Registration Division Driver's Abstract as per the Highway Traffic Act; and
- a current police records check, with vulnerable sector check

Category B – For drivers with 2 years or more continuous service with District and the Contractor in the years immediately preceding the current school year:

- a current Motor Registration Division Driver's Abstract as per the Highway Traffic Act; and
- a current police records check, with vulnerable sector check, ONLY IF the District advises it does not have one on file for the driver from the immediately preceding school year (Example: employment years 1, 2, 4, 6, 8, 10...).

**Schedule E**  
**Employee and Other Persons Providing Services Information Requirements**

The Contractor shall provide information to the District in relation to employees and other persons to whom this Schedule applies:

- by August 15 every year;
- upon engagement of a new employee or other person to whom this Schedule applies; and
- at other times on request by the District.

The following information shall be provided if applicable or requested by the District:

- written notice to the District if information provided for an employee or person providing services has had any changes including criminal charges, findings of guilt or convictions

Category A – For new employees or other persons to whom this Schedule applies without 2 years or more continuous service with the District and the Contractor in the years immediately preceding the current school year, the documentation required is:

- a current police records check, with vulnerable sector check

Category B – For employees or other persons to whom this Schedule applies with 2 years or more continuous service with the District and the Contractor in the years immediately preceding the current school year:

- a current police records check, with vulnerable sector check, ONLY IF the District advises it does not have one on file for the employee or person from the immediately preceding school year (Example: contract service years 1, 2, 4, 6, 8, 10...).

**Schedule F**  
**Confidentiality Requirements of the Contractor**

**INFORMATION SUPPLIED BY THE CLIENT**

**1.1** The District will furnish to the Contractor all available information necessary for the performance of the Agreement. The Contractor shall review the information for accuracy and applicability. Where discrepancies, omissions or obscurities in the information are evident, the Contractor shall bring them to the attention of the District and secure written instructions from the District before proceeding with any work.

**CONFIDENTIALITY**

**1.2** In this Schedule “Confidential Information” means:

- (a) all communications and instructions from the District;
- (b) all information acquired by the Contractor, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the District;
- (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the District, disclosed directly or indirectly to the Contractor, his/her employees, servants and/or agents during the performance of the services or in any way related thereto;
- (d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act* (NL) to mean recorded information about an identifiable individual, including
  - (i) the individual's name, address or telephone number,
  - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
  - (iii) the individual's age, sex, sexual orientation, marital status or family status,
  - (iv) an identifying number, symbol or other particular assigned to the individual,

- (v) the individual's fingerprints, blood type or inheritable characteristics,
  - (vi) information about the individual's health care status or history, including a physical or mental disability,
  - (vii) information about the individual's educational, financial, criminal or employment status or history,
  - (viii) the opinions of a person about the individual, and
  - (ix) the individual's personal views or opinions for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;
- (e) all information that is developed based upon Confidential Information including the work product of the Contractor, its, his/her employees, servants and/or agents; and
- (f) Confidential Information shall not include any information which:
- (i) at the time such information was provided to the Contractor was or thereafter became part of the public domain through no act or omission of the Contractor or its, his/her representatives; or
  - (ii) is information which the Contractor can show possession of prior to the date of this Agreement and which was received or developed by the Contractor free of obligations of confidentiality to the District.

**1.3** The Contractor shall treat all Confidential Information acquired by the Contractor in the performance of this Agreement as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the District, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Contractor shall give the District prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Contractor to provide such notice prior to disclosure, the Contractor shall provide such notice to the Client immediately after the required disclosure.

**1.4** The Contractor shall only use the Confidential Information acquired in the performance of services for the purposes related to this Agreement, and shall not permit access to or the use of the Confidential Information by any person other than those persons who

need to know the information in order to carry out the duties associated with this Agreement or for any other purposes.

- 1.5** The Contractor shall provide to the District and solely to the District upon completion of the services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of this Agreement, or shall, at the request of the District, destroy any and all copies and versions of the Confidential Information in the possession of the Contractor, his/her employees, servants and/or agents, and shall certify the destruction of same to the District.
- 1.6** The Contractor acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Contractor, its employees, servants and/or agents in the performance of this Agreement and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act* (NL) and the *Privacy Act* (NL), as well as other legislation which may apply to the Contractor's operation. The Contractor is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Contractor, its, his/her employees, servants and/or agents.
- 1.7** The Contractor shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

  - (a) at a minimum, using the same level of physical and electronic security as the Contractor employs to avoid disclosure or dissemination of the Contractor's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the services under this Agreement;
  - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
  - (c) ensure all employees, servants and/or agents of the Contractor comply with all policies, standards and safeguards established under this Article;
  - (d) advise the District of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the District's consent prior to such changes; and

- (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Security Protocols below, unless otherwise advised by the District, and this includes:
  - (i) complying with all alterations or updates of the Security Protocols as may be provided to the Contractor from time to time; and
  - (ii) adhering to any additional instructions (including oral instructions) from the District as they relate to the subject matter contained in Security Protocols and this Schedule.

**1.8** The Contractor shall only disclose Confidential Information to persons other than its employees, servants and/or agents with the prior written consent of the District, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Security Protocols below.

**1.9** The Contractor shall:

- (a) notify the District promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the District's information in the possession of the Contractor, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Contractor;
- (b) promptly furnish to the District full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the District in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the District in any litigation and investigation against third parties deemed necessary by the District to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Executive Council website at:  
<http://www.atipp.gov.nl.ca/info/PrivacyBreachProtocolJan14.pdf>

## **Security Protocols of District Information on Information Technology Assets of the Contractor**

The Contractor shall confirm with the District whether the Consultant will be required to use information technology resources, including computers, of the District in the provision of services under the Agreement. The following requirements apply where the Contractor will not be using such assets, but will instead have access to Confidential Information received from the District and will be storing, manipulating or accessing that Confidential Information on the Contractor's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically separately authorized by the Agreement or otherwise, the Contractor is not permitted to attach non-District computers or other information technology systems to any District network.
- Contractors are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer to Peer file sharing program on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- The Contractor acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Contractor, its employees, servants and/or agents in the performance of the Agreement and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act* (NL) and the *Privacy Act* (NL) as well as other legislation which may apply to the Contractor's operation. The Contractor is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Contractor, its employees, servants and/or agents.

- Should a Contractor be granted access to the District's computer network during the course of providing services under the Agreement, in addition to the requirements noted above, the Contractor shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Contractor and all agents, employees or permitted sub-Contractors of the Consultant, and it is the responsibility of the Contractor to ensure that all such agents, employees or permitted sub-Contractors are aware of these restrictions and are in compliance with them.



**Schedule G  
Key Contacts**

District - contact name; addresses for mail delivery, hand delivery (street address) and e-mail of notices under Article 9

<p><b>Eastern Regional Office</b> Suite 601, Atlantic Place 215 Water Street St. John's, NL A1C 6C9 · Canada</p> <p>Tel: (709) 758-2372 Fax: (709) 758-1258</p> <p>Email: leannehubert@nlesd.ca</p>	<p><b>Central Regional Office</b> 203 Elizabeth Drive Gander, NL A1V 1H6 · Canada</p> <p>Tel: (709) 256-2547 Fax: (709) 651-3044</p> <p>Email: paulmatheson@nlesd.ca</p>	<p><b>Western Regional Office</b> P.O. Box 368 10 Wellington Street Corner Brook, NL A2H 6G9 · Canada</p> <p>Tel: (709) 637-4000 Fax: (709) 634-1828</p> <p>Email: deidrehutchings@nlesd.ca</p>	<p><b>Labrador Regional Office</b> P.O. Box 1810, Stn. "B" Happy Valley-Goose Bay, NL AOP 1E0 · Canada</p> <p>Tel: (709) 896-2431 Fax: (709) 896-9638</p> <p>Email: mikecole@nlesd.ca</p>
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District - contact name; addresses for mail delivery, hand delivery (street address) and e-mail of reports under Article 10.11. e.g. distinguish between where report to be provided to regional vs head office.

Description	Position Title	Current Incumbent	Mailing Address	Email	Phone Number	Fax
<b>Eastern Region</b>						
	Manager of Contracted Transportation (Provincial)	Leanne Hubert	Eastern Regional Office Suite 601, Atlantic Place 215 Water Street St. John's, NL A1C 6C9 · Canada	leannehubert@nlesd.ca	Office: 709-758-2372  Cell: 709-727-1706	709-758-1258

Description	Position Title	Current Incumbent	Mailing Address	Email	Phone Number	Fax
	Alternate Transportation Clerk (Provincial)	Jackie Ryan	Eastern Regional Office Suite 601, Atlantic Place 215 Water Street St. John's, NL A1C 6C9 · Canada	Jackieryan@nlesd.ca	709-758-2394	709-758-1258
	GIS Specialist	Carla Bradley	Eastern Regional Office Suite 601, Atlantic Place 215 Water Street St. John's, NL A1C 6C9 · Canada	carlabradley@nlesd.ca	709-758-2358	709-758-1258
	Regional Operations Manager/ Transportation Supervisor Burin Region	Derek Newhook	PO Box 139 Marystown, NL AOE 2M0	dereknewhook@nlesd.ca	709-891-7100 ext 222	709-891-2626
<b>Central Region</b>						
	Manager of Transportation Central Regional Office	Paul Matheson	203 Elizabeth Drive Gander, NL A1V 1H6 · Canada	paulmatheson@nlesd.ca	Office: 709-256-2547  Cell: 709-424-1540	

<b>Description</b>	<b>Position Title</b>	<b>Current Incumbent</b>	<b>Mailing Address</b>	<b>Email</b>	<b>Phone Number</b>	<b>Fax</b>
	Bus Foreman Gander and Area	Garry White	17 McCurdy Dr Gander, NL A1V 1A1	garrywhite@ nlesd.ca	Office: 709-256-7990  Cell: 709-424-1539	709-256- 7763
	Bus Foreman Baie Verte and Area Baie Verte Depot	Lorne Head	Baie Verte Bus Depot P.O. Box 593 Baie Verte NL A0K 1B0	lornehead@ nlesd.ca	Office: 709-532-8316  Cell: 709-532-6860	709-532- 4277
	Bus Foreman Summerford and Area Summerfort Depot	Moody Burt	140 Road to the Isles Summerford, NL A0G 4E0	moodyburt@ nlesd.ca	Office: 709-679-7296  Cell: 709-424- 6287	709-629- 3705
	Bus Foreman Botwood and Area	Guy Rowsell	Botwood Collegiate P.O. Box 640 Botwood NL A0H1E0	guyrowsell@ nlesd.ca	Office: 709-257-2335  Cell: 709-486-0300	709-257- 4630
	Bus Foreman Lewisporte	Wayde Morgan	Lewisporte Bus Depot 9 Stanhope Road Lewisporte NL A0G3A0	waydemorgan@ nlesd.ca	Office: 709-535-8370  Cell: 709-424-1917	709-535- 6919

<b>Description</b>	<b>Position Title</b>	<b>Current Incumbent</b>	<b>Mailing Address</b>	<b>Email</b>	<b>Phone Number</b>	<b>Fax</b>
	Bus Foreman Fogo Depot	Camille Letemplier	Fogo Island Bus Depot General Delivery Fogo Island, NL A0G 2B0	Camilleletemplier@nlesd.ca	Office: 709-266-2209  Cell: 709-270-1267	709-266-2384
	Bus Foreman GrandFalls Windsor	Gary Ivany	Grand Falls Windsor Bus Depot 34 Hardy Ave Grand Falls Windsor, NL A2A 2T7	garyivany@nlesd.ca	Office: 709-489-7975  Cell: 709-486-1011	709-489-3370
<b>Western Region</b>						
	Manager of Transportation Western Regional Office	Deidre Hutchings	Western Regional Office P.O. Box 368 10 Wellington Street Corner Brook, NL A2H 6G9 · Canada	deidrehutchings@nlesd.ca	Office: 709-637-4000  Cell: 709-643-3535	709 634-1828
	Supervisor of Board-Owned Bus Services Bus Depot Western Region	Sandra Gillespie	P.O. Box 368 300 O'Connell Drive Corner Brook, NL, A2H 6G9	sandragillespie@nlesd.ca	Office: 709-637-1394  Cell: 709-640-7114	709-639-1653

Description	Position Title	Current Incumbent	Mailing Address	Email	Phone Number	Fax
<b>Labrador Region</b>						
	Manager of Transportation Labrador Region	Mike Cole	18 First Ave Wabush Industrial Park Wabush, NL A0R 1B0	mikecole@nlesd.ca	Office: 709-282-3763  Cell: 709-944-0578	
	Busing Foreman	Brian Wall	P.O. Box 1810, Stn. "B" Happy Valley-Goose Bay, NL A0P 1E0 · Canada	brianwall@nlesd.ca	Tel: 709-896-6025  Cell: 709-896-1835	

Contractor - Contractor name (contractor's representative and transportation officer); addresses for mail delivery, hand delivery (street address) and e-mail (to be populated after contract award)

Description	Position Title	Current Incumbent	Mailing Address	Email	Phone Number	Fax

## **Schedule H**

### **Agreement for Regular or Alternate School Bus Transportation - Important Dates**

#### **District to Provide to Contractor**

- Article 3.2 Will strive to provide routes and time schedules 15 business days before start of service each year
  
- Article 8 For accident while students in transit to advise Contractor of information and time frame for written report

#### **Contractor to Provide to District**

- Article 5.3 Prior to start of contract
  - in writing - name and contact information for Contractor Representative and Transportation Officer
  
- Article 5.5 Prior to start of contract and at other times on request
  - viii. Inspection Certificates as required under the *Highway Traffic Act Official Inspection Station Regulations* for each bus and
  - ix. For each bus to be used under this Agreement:
    - proof of initial registration in the jurisdiction in which the bus was first registered
    - a copy of the Motor Registration Division registration
    - a copy of the policy or policies of insurance required to be held by the Contractor under the *Highway Traffic Act Ambulance, Bus, Taxi and Commercial Motor Vehicle Insurance Regulations* and the receipts showing such insurance to be in full force and effect
    - where a bus is not owned by the Contractor, a copy of the applicable sub-contract or lease agreement
    - a pre-commencement report naming the Driver for each route, the name of all designated spare Drivers, and length of time employed for each;
    - Letter of Good Standing from the Workplace Health and Safety Compensation Commission;
  
- Article 5.5 / Schedule D - Driver Information
  - By August 15 every year, upon a new driver being designated and at other times on request:  
Category A – For new drivers and all other drivers without 2 years or more continuous service with District and the Contractor in the years immediately preceding the current school year, the documentation required is:
    - a copy of a valid driver's license (copied front and back);

- a current Motor Registration Division Driver's Abstract as per the Highway Traffic Act; and
- a current police records check, with vulnerable sector check

Category B – For drivers with 2 years or more continuous service with District and the Contractor in the years immediately preceding the current school year:

- a current Motor Registration Division Driver's Abstract as per the Highway Traffic Act; and
- a current police records check, with vulnerable sector check, **ONLY IF** the District advises it does not have one on file for the driver from the immediately preceding school year (Example: employment years 1, 2, 4, 6, 8, 10...).

If applicable or on request a copy of a renewed valid driver's license if the license is scheduled to expire during the current school year (copy to be provided prior to expiry).

- Article 5.5 / Schedule E - Employee and Other Persons Providing Services

By August 15 every year, upon engagement of a new employee or other person providing services and on request by the District:

Category A – For new employees or other persons providing services without 2 years or more continuous service with the District and the Contractor in the years immediately preceding the current school year:

- a current police records check, with vulnerable sector check

Category B – For employees or other persons providing services with 2 years or more continuous service with the District and the Contractor in the years immediately preceding the current school year:

- a current police records check, with vulnerable sector check, ONLY IF the District advises it does not have one on file for the employee or person from the immediately preceding school year (Example: contract service years 1, 2, 4, 6, 8, 10...).

- Article 5.5 By October 31<sup>st</sup> of each school year a driver route data sheet confirming each route description and stop locations as well as Driver(s) name and length of time employed;

- Article 5.5 By November 30<sup>th</sup> of each school year and, as applicable within 90 days of a driver providing service, a certification report stating the name of each Driver for each route and the date of the Driver's certification and certificate expiration for Emergency First Aid, C.P.R. and EpiPen training required under Article 4 and a copy of all applicable certificates;
- Article 5.7 By August 15 each school year and upon engagement of a new employee or other person providing services a signed Confidentiality Agreement unless the District advises that it has one on file for the employee or other person from a previous school year under the Agreement;
- Immediate notification
  - Article 5.3 in writing Change in Contractor Representative or Transportation Officer
  - Article 5.1 inform School Administrator and District of vehicle breakdown or unforeseen delay to cause delay in arrival at school or home of more than 10 minutes and report personally to School Administrator with reason
  - Article 8 inform School Administrator and District of any accident and where students were in transit a detailed written report to the District within the time and containing information required by the District
  - Article 5.5 Schedule D in writing any change to Driver information provided including criminal charges, findings of guilt or convictions, or any breaches of the *Highway Traffic Act*
  - Article 5.5 Schedule E in writing any change to information provided for an employee or other person providing services including criminal charges, findings of guilt or convictions