

Contract Template

Contract Template – Final Version

This contract template uses a sample contract from an existing Board as amended or supplemented by notes from the “Best Practice” meetings in December 2007 through September 2008 and the OSBA draft agreement. The document includes all agreed changes and changes made as a result of Ministry Reviews.

This version provides a mechanism to supply alternate wordings, optional articles and variable content.

The alternates are indicated via **yellow** or **green** color blocks and by the use of superscripted endnote symbols ^A. The endnote symbols, when viewed in MS Word, may be clicked and the reader is taken to the end note text. Alternatively, hovering the mouse pointer over the endnote symbol will display the accompanying text in the document.

Note that the alternates, including dates and other choices, in this template are simply placeholders and each must be reviewed and amended in your working version of the template.

Yellow blocks imply a choice of wordings; **Green** blocks imply the need for variable textual input. In either case, a superscripted endnote symbol is located near the highlighted text to explain the options. If the mouse cursor is hovered over the superscript, the text of the footnote is readable in line.

Please note that although couched in legal terminology this document was not prepared by individuals with formal legal training. **The document must be reviewed and approved by appropriate legal personnel before use as a binding agreement.**

**PPI Consulting Limited
October 2008**

TRANSPORTATION SERVICES CONTRACT TEMPLATE

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FOREWORD

- a) The School Board and Operator bus contracts are unique to the subject matter of the contract. For this reason, rather than create a model contract “from the ground up”, the model presented here consists mostly of material garnered from existing, real agreements. The resultant document has then been adjusted to accommodate the “best practice” discussions and incorporates some elements from the OSBA draft agreement.
- b) A guiding principle in the construction of the agreement is to ensure fairness and equitable treatment of variable items such as, but not limited to fuel costs, training, maintenance, safety and other areas which bring difficult-to-quantify risks, costs and exposures.
- c) The agreement presented, although couched in legal terminology, was not constructed by qualified lawyers and as such, it must be subjected to a legal review for consistency, legality and general legal best practices.
- d) This released version provides a mechanism to supply alternate wordings, optional articles and variable content.
 - The alternates are indicated via yellow or green color blocks and by the use of superscripted footnotes^B.
 - Yellow blocks imply a choice of wordings; Green blocks imply the need for variable textual input. In either case, a superscripted footnote is located near the highlighted text to explain the options. If the mouse cursor is hovered over the superscript, the text of the footnote is readable in line.
- e) It is intended that this agreement, in its entirety after local customization, should be included in the RFP and that RFP proponents are expected to indicate their concurrence with the contract, without any changes.

1. PREAMBLE

THIS AGREEMENT is made as of this _____ day of _____, 20XX^C

BETWEEN

The [XYZ Consortium] (hereinafter called the “Consortium”),^D

AND

[Bus Services Provider Name]^E (Hereinafter called the “Operator”),

WHEREAS the Consortium has been formed to administer transportation services for the [Insert Member Board Names of the Consortium] hereinafter called the “Member School Boards”^F ;

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

AND WHEREAS the Operator is willing to provide the said transportation services to the Consortium;

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:

1.1 AGREEMENT PRECEDENCE

In the event of a conflict between the provisions of a proposal or price quotation hereto and any of the terms of this Agreement, the document order of precedence shall be as follows:

1. Any amendments to this Agreement issued and authorized in accordance with Article 15.1 Amendments to the agreement of this Agreement.
2. This Agreement and all of its attachments and schedules.
3. The Certifications provided by the Operator in response to the Consortium RFP dated dd/mmm/yyyy.
4. The RFP response dated dd/mmm/yyyy.^G

1.2 ARTICLE HEADINGS

The division of this Agreement into Articles, Sections and Subsections 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 Section headings in this Agreement are not intended to be full or accurate descriptions of the text to which they refer.

1.3 DEFINITIONS

Term	Definition
Base Rate	<p>Base Costs for each Vehicle Class are included in Article 12 of this Agreement (Article 12. Consideration and Accounting). The Base Rate for each vehicle is the agreed Cost to operate the vehicle for one day. The Base Rate will include:</p> <ul style="list-style-type: none"> • The Bus Cost, i.e. the cost of the vehicle less disposal value amortized over the agreed lifespan of the vehicle • Peripherals – Amortized cost of additional equipment on each bus beyond the standard vehicle • Licensing – 10 month license cost • Training - ongoing driver education to meet board and Ministry requirements • Spare Drivers – Cost for on call drivers to cover driver shortages • Insurance • Maintenance – Regular vehicle maintenance • Parking and Facilities – vehicle storage and office space • General Administration – the other costs of operating a business, including profit • Driver Wages – the cost to provide a driver for one day for the subject vehicle <p>The Base Rate is established at the time that a proposal is accepted and will remain fixed for the duration of the Agreement, save and except for approved adjustments to items which are directed by Consortium, Governmental or other Regulatory change.</p>

Term	Definition
Board Labour Dispute Rate	The rate at which the Consortium will pay the Operator for the periods described in Article 2.7 of this Agreement (2.7 Cancellation of services by the Consortium as a result of Board Labour Disputes). This rate shall be XX Percent I of the then current per day contract rate.
Contract Ending Date	The last date upon which services under this Agreement shall be delivered. The Contract Ending Date of this Agreement is DD/MMM/YYYY J .
Contract Starting Date	The date upon which services under this Agreement begin to be delivered. The Contract Starting Date of this Agreement is DD/MMM/YYYY K .
Inclement Weather Rate	The rate at which the Consortium will pay the Operator for the periods described in Article 2.5 of this Agreement (2.5 Cancellation of services by the Consortium during Inclement weather). This rate shall be XX percent L of the then current per day contract rate.
Mid Day Rate	The rate at which the Consortium will pay the Operator for the periods described in Article 2.6 of this Agreement (2.6 Cancellation of services by the Consortium as a result of Operator Labour Disputes) for which Midday Rates do apply. This rate shall be XX Percent M of the then current per day contract rate.
Operator	The organization or individual supplying the services which are the subject of this Agreement. The Operator includes the staff of the Operator, the drivers, the equipment and all services provided by the Operator to perform the services under this Agreement.
Rate For Operator Labour Disputes	The rate at which the Consortium will pay the Operator for the periods described in Article 2.6 of this Agreement (2.6 Cancellation of services by the Consortium as a result of Operator Labour Disputes) for which Midday Rates do not apply. This rate shall be XX Percent N of the then current per day contract rate.
Rate For Consortium Labour Disputes	The rate at which the Consortium will pay the Operator for the periods described in Article 2.7 of this Agreement (2.7 Cancellation of services by the Consortium as a result of Board Labour Disputes). This rate shall be XX Percent O of the then current per day contract rate.

Term	Definition
Route and Run	<p>Run: The roads traveled and stop locations for individual schools. A route may contain more than 1 run and may differ as between AM to PM.</p> <p>Route: The time and distance from the first student pick-up through to the last school and return by the most direct roads to the first pick-up for each AM and PM route. A route may contain more than 1 run and may differ as between AM to PM.</p> <p>Where significant differences between an AM and PM Routes exist, different compensation may be agreed between the Operator and Consortium.</p>
Route Doubling	The practice, generally not approved in the Agreement, of using a single bus to service multiple routes which were to be serviced by multiple buses.
Total Daily Rate	Base Rate plus Variable Rates per day, per route, by class of equipment.
Variable Rate	A rate agreed to by the Consortium and the Operator which shall be used to charge costs for time, kilometers and fuel rates which are in excess of the Base Rate.

2. CONTRACT TERM AND EARLY TERMINATION

2.1 TERM AND OPTIONAL EXTENSIONS ^P

This Agreement shall commence on the Contract Starting Date and shall cover a term of five (5) consecutive school or contract years of ten (10) months per year ^Q, terminating on the Contract Ending Date, unless terminated prior thereto as set out herein.

2.2 OPTION TO RENEW FOR TWO ADDITIONAL SCHOOL YEARS ^R

The Consortium retains the option to renew this Agreement, at its sole discretion, for one (1) or two (2) additional ten (10) month school or contract years at Base and Variable rates equal to those of the final contract year.

The Consortium's written notice to exercise its option to renew will be given to the Operator no later than December 1 of the preceding year in which the option is to be exercised. The Operator shall either accept or decline the extension offered. If the extension is declined, the contract will terminate on the End Date. In offering the extension, the Consortium may, in its sole discretion, adjust the Base and/or Variable Rates for the extended term.

2.3 TERMINATION AT ANY TIME BY THE CONSORTIUM

This Agreement may be terminated at any time as follows:

- a. by agreement in writing of the Consortium and the Operator; OR
- b. by the Consortium, on fifteen (15) days' notice in writing:
 - i. Where, in the opinion of the Consortium, the Operator has failed to fulfill all or part of the terms of this Agreement; OR
 - ii. Where, in the opinion of the Consortium, the Operator, or any of its servants, employees or agents, habitually fail to operate any of its vehicles in accordance with the requirements of the Public Vehicles Act and the Regulations thereunder, the Highway Traffic Act (Ontario) and the Regulations thereunder, and/or any other Acts and Regulations applicable to the provision of public or private transportation for school students, including Commercial Vehicle Operator's Registration (CVOR) under regulations of the Ministry of Transportation and Communications and including any regulations or policies of the Consortium and its Member School Boards which govern the transportation of their students.

2.4 CANCELLATION OR ALTERATION OF ROUTES BY THE CONSORTIUM WITH NOTICE

(a)

(i) The Consortium, may, on [agreed number of days for Run or Route Cancellation Notice] notice in writing to the Operator and without terminating this Agreement, cancel any particular run, runs, route or routes in respect of which the Operator is providing or has provided transportation services, where any such run or route has been deemed unnecessary by the Consortium.

(ii) The Consortium may on [agreed number of days for Run or Route Alteration Notice] notice in writing to the Operator reorganize, alter or modify any particular run, runs, route or routes, or consolidate any particular runs or routes, in respect of which the Operator is providing or has provided transportation services.

In the event of either or both of (i) and/or (ii) the Consortium shall not be liable to the Operator for any claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise incurred by the Operator as a result of such alteration, modification, reorganization or consolidation including, without limiting the generality of the foregoing, lost profits.

Without limiting the rights of the Consortium under this Article, the Consortium may, in particular, alter the scheduling for a route or routes.

(b) Without in any way limiting the generality of Article 2.4(a), the Operator acknowledges and agrees that, over the term of this Agreement, the Consortium is engaged in a process which may result in the reduction of the number of buses and/or runs or routes required by the Consortium to transport pupils to and from the schools of the Consortium's Member School Boards. The Operator further acknowledges and agrees that the Consortium may, acting reasonably in the Consortium's sole and unfettered discretion, reorganize, reduce, alter or eliminate any or all of the runs or routes awarded to the Operator under this Agreement.

(c) Without in any way limiting the generality of Article 2.4(a), the Operator agrees that the Consortium may exercise the rights of the Consortium as referred to in Article 2.4(b) of this Agreement without terminating this Agreement and, in any such event, the Consortium shall not be liable to the Operator for any claims, suits, costs, expenses or damages, whether direct or indirect whatsoever compensatory or otherwise, including loss of profit, incurred by the Operator.

(d) Where the Consortium exercises its rights pursuant to Article 2.4(b) and requests the Operator to serve a route or routes not specified by this Agreement, the Consortium agrees to pay, and if the Operator agrees to accept, for each day on which transportation is provided an amount per day equal to the amount provided in the proposal for a comparable vehicle. In the event that the proposal does not include a rate for the type of vehicle to be used, the Consortium agrees to pay

and the Operator agrees to accept an amount per day which is the average amount, based upon the same vehicle type, paid by the Consortium to other operators for the type of vehicle to be provided by the Operator. All the terms and conditions of this Agreement shall apply to the services provided by the Operator with respect to any replacement route or routes and replacement vehicle or vehicles.

2.5 CANCELLATION OF SERVICES BY THE CONSORTIUM DURING INCLEMENT WEATHER

(a) In addition to and notwithstanding the provisions of Article 2.4, the Operator hereby acknowledges that, in the event that the Consortium notifies the Operator that transportation services will not be required until further notice, owing to circumstances beyond the control of the Consortium including, without limiting the generality of the foregoing, inclement weather, the Consortium shall be liable to pay to the Operator an amount equal to the Inclement Weather Rate ^U of the contract for a period being the lesser of the period during which transportation services are not required by the Consortium or fifteen (15) days next following the delivery of such notice.

(b) Such payment shall constitute the Consortium's only obligation in such event and following the expiration of the period referred to herein the Operator shall not be entitled to any further payment from the Consortium until such time as it receives notice that the transportation services are required by the Consortium and the Operator hereby releases the Consortium of and from any and all manner of action, causes of action, claims and demands whatsoever, whether direct or indirect, in excess of the amount required to be paid to the Operator by the Consortium under the terms of this sub-Article.

(c) The provisions of this Article, in respect of cancellation for inclement weather only, shall apply only where the Consortium has notified the Operator of the cancellation of service in accordance with Article 14, by ^VX:XX a.m. on the day of such cancellation.

2.6 CANCELLATION OF SERVICES BY THE CONSORTIUM AS A RESULT OF OPERATOR LABOUR DISPUTES

(a) In addition to, and notwithstanding, the provisions of Article 2.4, the Operator hereby acknowledges that, in the event that the Operator notifies the Consortium that transportation services will not be available until further notice as a result of Operator Labour Disputes, the Consortium shall be liable to pay to the Operator an amount equal to the Rate For Operator Labour Disputes ^W and/or the Mid Day Rate ^X for a period being the shorter of: (i) the period of time during which transportation services are not required by the Consortium; or, (ii) fifteen (15) ^Ydays following the delivery of such notice. ^Z

(b) Such payment shall constitute the Consortium's only obligation in such event as described in Article 2.6(a) and, following the expiration of the period referred to herein, the Operator shall not be entitled to any further payment from the Consortium until such time as it receives notice that the transportation services are required by the Consortium and the Operator hereby releases the

Consortium of and from any and all manner of actions, causes of action, claims and demands whatsoever, whether direct or indirect, in excess of the amount required to be paid to the Operator by the Consortium under the terms of this sub-Article.

(c) At the end of the 15 day period, the Consortium may cancel this Agreement and may make alternate arrangements for transportation services.

2.7 CANCELLATION OF SERVICES BY THE CONSORTIUM AS A RESULT OF BOARD LABOUR DISPUTES

(a) In addition to and notwithstanding the provisions of Article 2.4, the Operator hereby acknowledges and agrees that, in the event that the Consortium notifies the Operator that transportation services will not be required until further notice as a result of circumstances beyond the control of the Consortium(including, without limiting the generality of the foregoing, Board Labour Disputes), the Consortium shall be liable to pay to the Operator an amount equal to the Board Labour Dispute Rate ^{AA} for a period being the shorter of the period of time during which transportation services are not required by the Consortium or thirty (30) days following the delivery of such notice.

(b) ^{BB} If at the end of the 30-day period following the delivery of notice, Ministry Funding is discontinued or reduced, the Consortium may, at its sole discretion:

1. cancel this Agreement and, at the end of the Board Labour Dispute, seek alternate arrangements for transportation services, or
2. reduce the Board Labour Dispute Rate in proportion to the Ministry Funding reduction. The Operator may accept this reduction, retain critical staff and continue the Agreement, or the Operator may terminate this Agreement without penalty.

3. SERVICES

3.1 CONSORTIUM SHALL DETERMINE AND COMMUNICATE ROUTES AND SCHEDULES

The Consortium shall determine and designate route design; locations and times for pick-up and discharge of students, destinations, student loads, student stop lists, student information, and any other information required by the Operator 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 Consortium to all necessary parties. The Consortium will provide the routes and schedules at least ^{CC} XYZ days before start of service.

The Operator shall, during the term of this Agreement, provide transportation services in accordance with the attached Schedule C - Routes, which shall specify:

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

4. SAFETY PROGRAM DD

The Operator shall make available to the Consortium, a complete copy of its current safety program.

5. THE OPERATOR

5.1 INADMISSIBILITY OF CHARTER RUNS

The Operator covenants that during the term of this Agreement it shall, whether transporting regular home-to-school students or whether transporting special needs, kindergarten or special education students, transport students in accordance with the specifications contained in this Agreement. The Operator will not permit charter runs or other fares to prejudice the operation of any regular route that it is receiving payment for from the Consortium.

5.2 DRIVERS TO BE AWARE OF AND FOLLOW THE CONDITIONS OF THE AGREEMENT

It is the responsibility of the Operator to ensure that all of its drivers that transport students of the Consortium are aware of and follow the relevant and appropriate conditions of the Agreement.

5.3 INDEPENDENT CONTRACTOR

For the purposes of this Agreement, the Operator 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 Consortium or its Member School Boards.

5.4 OPERATOR DEEMED TO BE IN THE BUSINESS OF CARRYING PASSENGERS FOR COMPENSATION

The Operator shall be deemed to be in the business of carrying passengers for compensation, notwithstanding payment or lack of payment under the terms of this Agreement.

5.5 OPERATOR REPRESENTATIONS AND WARRANTIES

The Operator represents and warrants to the Consortium that:

- a. No person, firm or corporation, other than the Operator, operating in accordance with all of the terms and conditions of this Agreement and with the written approval and consent of the Consortium, has any interest in this Agreement;
- b. The proposal or price quotation submitted by the Operator in connection with this Agreement was made without any connection, knowledge, comparison of figures or arrangement with any other person making a proposal for the same work, and was, in all respects, fair and absent collusion or fraud;
- c. No member, officer or employee of the Consortium or its Member School Boards, except those that are expressly declared as interested and approved in writing by the Consortium, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder (except via

ownership through mutual funds or similar, publicly traded instruments), broker, surety or otherwise in the performance of the said contract, the supply of services, work or business in connection with the said contract, in any portion of the profits thereof, or in any of the monies to be derived therefrom.

5.6 NO ASSIGNMENT OR SUBCONTRACTING WITHOUT CONSENT

The Operator shall not assign this Agreement or subcontract any of the services to be provided hereunder without the prior consent in writing of the Consortium, which consent may be arbitrarily withheld. If the Operator is a corporation, the Operator agrees that the persons owning a majority of the outstanding voting shares of the Operator, or holding directly or indirectly voting control of the Operator at the time of entering into this Agreement, shall not, without the prior written consent of the Consortium: sell, assign or otherwise dispose of the majority of voting shares of the Operator, whether through one or through a series of transaction; or cease to hold, directly or indirectly, voting control of the Operator.

Failure to obtain the Consortium's consent in writing to assign this Agreement to a new owner will render the Agreement null and void at the Consortium's sole discretion, if the change(s) in ownership is/are unacceptable to the Consortium, in its sole discretion.

5.7 INDEMNIFICATION BY THE OPERATOR

For the consideration stated below, the Operator, for itself, its heirs, executors, administrators, and its authorized successors and assigns, shall indemnify and hold harmless the Consortium and its Member School Boards, their successors and assigns, from any and all matter 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 Operator under this Agreement and, in particular and without limiting the generality of the foregoing, arising out of the breach by the Operator or by those for whom the Operator is at law responsible, of any of their respective obligations under this Agreement. The Operator acknowledges that its liability hereunder shall continue notwithstanding the fact that the transportation services may be provided through the operation of a motor vehicle on a private road or other private property rather than on a public highway or in a location other than the route or routes specified in the attached schedule(s). In addition, the Operator shall indemnify and hold harmless the Consortium and its Member School Boards against any claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise arising out of the awarding of this contract to the Operator.

5.8 COMPLIANCE WITH ACTS, REGULATIONS AND POLICIES

At all times that the Operator is providing service under the Agreement, the Operator shall comply with the provisions of the Highway Traffic Act, the Public Vehicles Act (Ontario) and all Regulations made thereunder as well as any other Act or Regulation applicable to the provision of public or private transportation for school students.

A list of such Acts and Regulations is included as Schedule D – Applicable Acts, Statutes and Regulations. The list is not exhaustive and items may be added or deleted at any time **EE**.

The Operator will comply with all aspects of Consortium policy and procedures including compliance with and causing the driver to comply with the printed Policies and Procedures for Pupil Transportation of the Consortium and its Member School Boards.

Any changes, additions or deletions to such printed Policies and Procedures for Pupil Transportation during the term of this Agreement must be disclosed to the Operator, with reasonable notice, in accordance with Article 14 of this Agreement **FF**.

5.9 EVIDENCE OF FINANCIAL ABILITY

The Operator shall, if requested by the Consortium during the term of this Agreement and on 30 days' written notice, provide such evidence as is reasonably acceptable to the Consortium of its financial ability to satisfactorily carry out this Agreement for the duration of the term hereof.

Evidence that is reasonably acceptable includes one or more of:

- a. Audited, or if not available, unaudited, financial statements, prepared or submitted by an individual, individuals or company with a Licensed Public Accountant designation, for the most recently ended fiscal year and for the two years preceding; and/or
- b. Cash flow analysis for the current year including the operation of this Agreement, prepared or submitted by a Licensed Public Accountant; and/or
- c. Reference letters, from Canadian Financial Institutions providing banking or credit facilities to the Operator, indicating the current sound financial status of the Operator.

5.10 DRIVER AND VEHICLE QUALIFICATIONS AND CONSENT TO DISCLOSURE

The Operator shall submit to the Consortium an up-to-date Driver's License Abstract and current Commercial Vehicle Operator's Registration Search for the vehicles and drivers prior to the Contract Start Date and/or at any other time upon the request of the Consortium's transportation office.

Notwithstanding that the Operator is an independent contractor, the Operator understands and agrees that the Consortium has a responsibility to ensure pupil safety, and the Operator therefore agrees that it shall provide to the Consortium, at the start of each year of the Agreement, a duly executed Consent to Disclosure for the Operator and each driver which the Operator will use to provide services pursuant to this Agreement where the driver will be, at any time, in proximity to any pupil(s).

The Operator further agrees that, in the event that:

- a. any driver fails to provide the Consent to Disclosure; OR
- b. the criminal record or results from a Vulnerable Sector Screening of any driver is contrary to the Consortium’s policy regarding the criminal record or Vulnerable Sector Screening result of prospective employees; OR
- c. the criminal record or results from a Vulnerable Sector Screening of any driver discloses any offenses or results which, in the absolute discretion of the Consortium, causes concern to the Consortium as to the safety and well being of the pupil(s) transported in a vehicle operated by the relevant driver;

the Operator shall not permit any such driver to provide any of the services identified in this Agreement. In the event that the Operator does use or permit any such driver to provide any of the services as identified in this Agreement, the Consortium may, in its sole discretion, treat this Agreement as at an end and may charge back to the Operator any costs associated with obtaining replacement services for the remaining portion of the Term.

6. DEFAULT

1. In the event of any default by the Operator, however caused, of any term or condition of this Agreement, the Consortium may, without terminating this Agreement under the provisions of Article 2.3 hereof, provide alternate transportation for the students affected by such default and charge any incremental additional cost of such alternate transportation to the Operator at the current per day rate specified in the current agreement between the Consortium and any such operator chosen to provide the alternate transportation and/or deduct such costs from monies then owing or in the future to be owing to the Operator by the Consortium.
2. Notwithstanding the foregoing, the Consortium may at its option, by written notice given in accordance with the terms of Article 2.3 hereof, terminate this Agreement or require the Operator to remedy the default in respect of which such notice has been given within fifteen (15) days, failing which this Agreement will be deemed to be terminated.
3. Without restricting the generality of the foregoing, for the purposes of this Article and Article 2.3, “default” shall be deemed to include an interruption in transportation service save and except acts of God and civic disorders.

7. INSURANCE

7.1 EVIDENCE OF INSURANCE

The Operator shall provide to the Consortium:

- a. not less than fifteen (15) days before the Contract Start Date; or
- b. at any other time during this Agreement, within 15 days upon request;

evidence in the form of a certified copy of an insurance policy, issued by the underwriting company, providing at least the minimum insurance coverage outlined in this article.

7.2 INSURANCE COVERAGE

The Operator shall maintain, in respect of each motor vehicle used for transporting pupils, automobile insurance with an insurance company licensed to do business in the Province of Ontario and Dominion of Canada insuring the Operator for public liability, passenger hazard and property damage, all inclusive, with coverage per incident as follows:

- a. \$ 1,000,000.00 for a vehicle with a seating capacity of not more than 7 persons, and
- b. \$ 5,000,000.00 for a vehicle with a seating capacity of 8-12 persons, and
- c. \$ 8,000,000.00 for a vehicle with a seating capacity of 13 or more persons; GG

provided that should the amount of such insurance coverage as prescribed under The Public Vehicle Act or under any other relevant Act be greater than that set out in (a) , (b) or (c) above, the amount prescribed by such Act shall be maintained by the Operator.

Changes to insurance coverage required by the Consortium occurring during the term of this Agreement that affect cost elements of the provision of services under this Agreement will be subject to the provisions of compensation to the Operator by the Consortium covering those cost increases.

Changes to insurance coverage required by legislative or regulatory change occurring during the term of this Agreement which affect cost elements of the provision of services under this Agreement will be subject to negotiated changes between the Operator and the Consortium.

- d. in addition to autobus liability coverage, the Operator shall provide comprehensive general liability insurance in an amount of not less than \$5,000,000.00, inclusive, and such policy shall name the Consortium and its Member School Boards as Additional Insured. A certificate of Insurance, showing that the Consortium and its Member School Boards have been added as Additional Insureds shall be provided not less than 15 days before the Contract Start Date. HH

7.3 NO CANCELLATION WITHOUT NOTICE TO THE CONSORTIUM

The certified copies of all policies of insurance delivered to the Consortium pursuant to this Article shall contain a provision to the effect that such policy will not be materially altered or cancelled by the insurer without at least sixty (60) days written notice to the Consortium. Proof of insurance must be provided each year within the term of the Contract.

7.4 WORKPLACE SAFETY AND INSURANCE BOARD INSURANCE

The Operator shall provide for Workplace Safety and Insurance Board of Ontario insurance for all persons employed in connection with this Agreement as may be required by the Workplace Safety and Insurance Act. As required by the Consortium during the Term, the Operator shall furnish proof of coverage under the Workplace Safety and Insurance Act and a clearance certificate indicating that the Operator is in good standing and that all premium payments are current.

8. ROUTING

8.1 BASE RATE ON A PER ROUTE, PER DAY BASIS

The Daily Rate paid the Operator for transportation services shall be established from the Base Rate:

- a. for regular home-to-school students, on a per route, per day basis,
- b. for any type of service on a basis specified by the Consortium.

For greater certainty, the Operator acknowledges that the Base Rate stipulated in respect of transportation services provided under Article 8.1 (a) and 8.1 (b) hereof, is based on a daily rate per route times the number of days, and that a decrease in the number of vehicles used by the Operator to provide such transportation services (whether such decrease has resulted from a consolidation of routes by the Consortium under Article 2.4 hereof or from the application or use by the Operator of the same vehicle to service more than one route or from any other cause) shall entitle the Consortium at its sole option, to decrease proportionately the amount payable to the Operator under this section. Notwithstanding the foregoing, in the event that the decrease in the number of vehicles provided by the Operator in connection with transportation services on a particular date or dates is, in the opinion of the Consortium acting reasonably in the circumstances:

- (i) the result of an emergency or other event beyond the reasonable control of the Operator; and,
- (ii) did not result in a material reduction in the services provided by the Operator on the route(s) affected; and,
- (iii) was of a strictly temporary nature;

the Consortium may, in its sole and absolute discretion, and based upon the foregoing factors, either waive entirely the proportionate decrease in the unit price payable to the Operator which should otherwise be applicable under this Article or compensate the Operator for its direct, out-of-pocket costs in respect of only those routes and/or or vehicles affected.

8.2 DAYS IN EACH SCHOOL YEAR

Unless agreed to the contrary by mutual agreement and amendment to this Article, the anticipated number of school days on which students may require transportation will be XYZ days per school year in each year and extension year of this Agreement.

8.3 OPERATOR COMPLIANCE WITH THE ROUTES AND SCHEDULES

The Operator shall strictly comply with the route schedule supplied by the Consortium. No changes in route schedules shall be made without written authorization of the Consortium's transportation office. Drivers are not to change any pupil from one vehicle to another without written authorization unless under emergency conditions, in which cases the Operator must advise the Consortium as soon as possible.

Any such change shall be deemed to be a change pursuant to Article 2.4 of this Agreement and the provisions of Article 2.4 (c) shall apply to any such change.

A copy of the route schedule is to be kept in the bus at all times. Up-to-date copies must be made available and issued to replacement drivers by the Operator.

8.4 REQUESTS FOR TRANSPORTATION CHANGES

All requests for transportation and changes in transportation shall be processed through the Consortium's transportation office with the understanding that no student may be transported unless previously authorized by the Consortium, with the following exception

- a. A driver may transport his/her own children provided that a seat is available on the vehicle. In such an event, the Operator shall indemnify the Consortium and its Member School Boards from all claims, actions and liability connected with or arising from the transportation of such children.

8.5 CONSORTIUM MAY REQUIRE VEHICLES TO SERVICE MORE THAN ONE ROUTE

Any of the Operator's vehicles may be required to provide transportation services on more than one route or to serve more than one school if deemed necessary by the transportation office of the Consortium.

8.6 ONE DRIVER – ONE ROUTE AND ROUTE DOUBLING

Unless specifically authorized in writing by the Consortium, each route will be served by the same driver each day.

- a. For temporary changes, where illness or other reasons require a temporary change in drivers, no notice is required by the Consortium.
- b. For permanent changes or changes with a duration likely to extend greater than two weeks, written notice must be provided in accordance with Article 14.

For greater certainty, the Operator shall not, without prior notification to the Consortium 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 used to provide the required service.

8.7 PICKUP AND DISCHARGE LOCATIONS AND TIMING

While in service, the Operator's vehicles shall stop only at those locations designated for the picking up and discharging of students pursuant to the attached schedule, ensuring that all students are picked up and discharged only at a location so designated under that schedule and deliver such students to the respective schools not earlier than 15 minutes prior to the commencement of a school day operated by the Member School Boards as signified by the ringing of the morning bell, unless otherwise stipulated by the Consortium; and further, shall pick up students at the respective schools not later than 15 minutes after the dismissal bell and deliver same to their respective residences, or designated pick-up points, unless otherwise stipulated by the Consortium.

8.8 OPERATOR COVENANTS WITH RESPECT TO STUDENT TRANSPORTATION

The Operator covenants as follows:

- a. the students shall be picked up at and delivered only to their designated pick-up/drop off points ;
- b. where possible, such students shall be transported from the nearest curbside of the designated pick-up point to their respective schools and shall be returned from their schools to such nearest curbside; and
- c. the Operator shall file with the Consortium's transportation office a bus route data sheet for each route stating the make, model, model number and year of manufacture of the vehicle serving the route, prior to MMM/DD^{JJ} of each year of the Agreement.

8.9 OBLIGATION TO PERFORM TRIAL RUNS PRIOR TO THE START OF EACH SCHOOL YEAR. ^{KK}

Upon request from the Consortium, the Operator shall ensure that all drivers perform trial runs of their route(s) preceding the commencement of the first school term in September and in each subsequent year of the Agreement.

9. VEHICLES

9.1 LICENSING AND EQUIPMENT


All vehicles used for transporting students must be properly licensed and equipped according to currently applicable federal, provincial and municipal laws and regulations and, without restricting the generality of the foregoing, must comply with the requirements of the Public Vehicles Act.

9.2 PASSENGER LOADING SPECIFICATIONS


At no time will the number of students in any vehicle exceed the manufacturer's passenger loading specifications or any applicable government licensing regulations. Without limiting the generality of the foregoing, under no circumstances will any student be required or permitted to stand while the vehicle is in motion.

9.3 VEHICLE AGE

Vehicle Age will be based on the date contained in the vehicle warranty card, which represents the date on which warranty coverage applies for each vehicle.

Vehicles used in the provision of transportation services shall conform to the following maximum and average age specifications as at August 1st in each year 

a. 72 Seater vehicles	Maximum Age 12 years, average age in class 7 years
b. Wheelchair equipped vehicles	Maximum Age 10 Years, Average age in class 6 years
c. 20 Seater vehicles	Maximum Age 10 years, Average age in class 6 years
d. 30 Seater Vehicles	Maximum Age 10 years, Average age in class 6 years
e. Minivans and Cars	Maximum Age 8 years, Average age in class 5 years

Where there are fewer than  vehicles in the class, the average age shall not apply.

The Consortium may allow for the provision of older vehicles that otherwise comply with the requirements of this Agreement upon receipt of written notification from the Operator of vehicles and written approval from the Consortium.

9.4 LICENSING IN ACCORDANCE WITH ACTS, REGULATIONS AND STANDARDS

The Operator shall use a motor vehicle properly licensed as required by the Public Vehicles Act and all amendments thereto made from time to time, and as required by the Regulations thereunder and all other Acts and Regulations governing public transportation.

A vehicle that is manufactured to the CSD - D.250 standard: "Motor Vehicles for the Transportation of Physically Disabled Persons" when purchased must continue to meet those Standards. The Operator shall provide written consent and such other signed documents as may be reasonably required to permit the Consortium in its discretion to review relevant files of the Ministry of Transportation.

9.5 VEHICLE CHARACTERISTICS

a) Where mini-vans and cars are used, the passenger doors shall be equipped with child-proof locks which would prohibit the doors from being opened from the inside of the vehicle, but would allow the doors to be opened from the outside of the vehicle.

b) Children 12 years of age or younger will not ride in the front seat in any vehicle equipped with front seat airbag safety devices.

9.6 VEHICLE COMMUNICATIONS

- a. The Operator and the Consortium shall maintain a 24-hour telephone answering system, an email and fax service to receive transportation information from the Consortium.
- b. The Operator shall ensure that each vehicle is equipped with a two-way radio or equally reliable means of communication satisfactory to the Consortium and that contact with the Operator's main dispatcher will be maintained at all times during the scheduled bus routes.
- c. The Operator shall at all times maintain a ratio of n dispatchers to m NN drivers.

9.7 MINISTRY OF TRANSPORT ANNUAL INSPECTION CERTIFICATE

The Operator shall not operate any vehicle, when applicable, for the transportation of students which the Operator knows, or ought to reasonably know, is unsafe, or which does not qualify for a Ministry of Transportation Annual Inspection Certificate.

The Consortium may request, and the Operator must provide, Ministry of Transportation Annual Inspection Certificates.

9.8 MAINTAINING LOG BOOKS AND CONSORTIUM RIGHT TO INSPECT

School Purpose Vehicle Drivers' Daily Log Books', as required by the Ministry of Transportation, shall be maintained in respect of all vehicles used regularly in the provision of transportation services and all vehicles shall be kept clean throughout and in good repair at all times.

Such log books shall be subject to inspection by the Consortium on request.

9.9 CONSORTIUM RIGHTS TO REQUIRE MECHANICAL FITNESS REPORTS

The Consortium reserves the right to cause a mechanical fitness report to be prepared by an independent mechanic chosen by the Consortium at any time and with respect to any vehicle being used on routes governed by this Agreement.

In this event, if the vehicle is found to be satisfactory, the Consortium will pay the cost of the inspection. If the vehicle is found to be unsafe or unsatisfactory, the Operator will be responsible for the cost of the inspection and shall forthwith provide another approved vehicle of the required seating capacity in good mechanical condition until repairs are made to the vehicle inspected.

9.10 FAILURE TO COMPLY WITH ARTICLES 9.7, 9.8 AND 9.9

Without limiting the generality of the provisions of Article 2.3 of this Agreement, a failure by the Operator to comply with the provisions of any of the three preceding Articles shall entitle the Consortium to terminate all or part of this Agreement immediately upon such failure having come to the attention of the Consortium.

9.11 COMPLIANCE WITH THE DEFINITION OF A SCHOOL BUS

The Operator shall ensure that all school buses comply with the definition of a “school bus” as described in the Highway Traffic Act (Ontario).

9.12 ADDITIONAL SCHOOL BUS EQUIPMENT IN CASE OF BREAKDOWNS OR DELAYS

The Operator will provide for a number of vehicles that is equal - at minimum - to XX% (rounded up to a whole number of vehicles) of the number of school bus vehicles that is required to service the routes awarded in this Agreement to assist in the case of breakdowns or delays.

9.13 DISPLAY OF ROUTE NUMBERS

All vehicles used to transport students shall display on each vehicle signs indicating the route number(s), as provided by the transportation office of the Consortium.

9.14 VEHICLE CLEANLINESS

The interior and exterior of the vehicles must be maintained to provide a clean appearance. The interior of the vehicles must be cleaned on a regular basis to maintain a sanitary condition.

10. DRIVERS

10.1 DRIVER’S LICENSING REQUIREMENTS

Each driver shall have and maintain in good standing at all times a Class ‘B’ or ‘E’ license and any additional license required by the Public Vehicles Act, the Highway Traffic Act (Ontario) and the regulations thereunder, and local municipal by-laws.

For the purposes of this Article:

- a. a Class ‘B’ license authorizes the driver to operate any school purposes bus having a designated seating capacity for more than 24 passengers ;
- b. a Class ‘E’ license authorizes a driver to operate any school purposes bus having a designated seating capacity for not more than 24 passengers; and
- c. in addition, in respect of any vehicle equipped with air brakes, each driver must have and maintain in good standing at all times a Class ‘Z’ air brake license endorsement.

10.2 COPY OF THE DRIVER TRAINING MANUAL

The Operators will provide the Consortium with a current copy of its driver training manual and will provide updates to the Consortium as they are issued.

10.3 HIRING OF BILINGUAL DRIVERS

The Operator shall make every possible effort to hire bilingual drivers for routes that service French or English language schools.

10.4 DRIVER CHARACTERISTICS

a. Drivers shall:

1. be of good character, clean and appropriately dressed; and
2. carry an Identity Card^{PP}; and
3. be experienced or trained in transporting passengers and children in particular.

b. Drivers shall not:

1. eat or drink while transporting students;
 2. smoke on any vehicle being used to provide services under this Agreement; or
 3. use cell phones or similar devices in vehicles used under this Agreement while such vehicles are in motion, except in cases of emergency.
4. use profane or abusive language.

10.5 DRIVER ACTIONS

a. Under no circumstances shall a driver strike or use undue physical force on any student. Further, a driver shall not reward a student for good behavior with such items as candies or toys.

b. Any problem with a student shall be reported, on the appropriate Student Misconduct Form, to the appropriate school principal or vice-principal to the Consortium's transportation office immediately upon delivery of the student.

c. Under no circumstances shall a student be removed from a vehicle while en route unless by police action, substitute transport, or School or Board Administration.

d. Drivers shall not leave students unattended in the vehicle unless they are assisting a student to and from the vehicle; and at all such times the vehicle must have the ignition turned off, the key removed, the parking brake engaged, and the wheels turned into the curb.

e. Driver's shall have the right to refuse transportation to specific students with the express written authority of the Consortium.

f. The driver shall ensure that the safety latches on all passenger doors are in use when any students are in the vehicle.

g. Neither any driver nor the Operator shall be permitted to change or alter a route, and in particular the location of any stop on any route, for any reason without the prior approval of the Consortium.

h. Each driver shall, without fail, following the completion of service on any route, complete an inspection of the inside of the vehicle by performing individual seat checks and a visual inspection of the entire vehicle floor to ensure that no student remains on the vehicle.

10.6 CONSORTIUM RIGHTS IN EVENT OF DRIVER’S BREACH OF CONTRACT CONDITIONS

Breach of any of the foregoing provisions by a driver shall entitle the Consortium, in its sole discretion, but nevertheless acting reasonably under the circumstances, to notify the Operator that the driver in question immediately be removed from providing any services that are the subject of this Agreement either on a temporary or permanent basis, and the Operator agrees to forthwith effect such removal.

11. ADMINISTRATION

11.1 OPERATOR’S TRANSPORTATION OFFICER


a. The Operator will name one key person in its organization as “Transportation Officer”. The said person shall be sufficiently conversant with the operation of the routes governed by this Agreement to assist the Consortium in any adjustment of routes and pick-ups to ensure an optimum transportation service. The person in question shall act as a liaison between the Operator and the Consortium.

b. The “Transportation Officer” or designate 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/her destination and all vehicles in service are cleared for that day.

11.2 NOTIFICATION OF DELAYS

The Operator shall inform the appropriate school principal or vice-principal and the Consortium’s transportation office immediately in the event of a vehicle breakdown or delay which may cause the students to arrive at their respective schools or homes at a time more than fifteen (15) minutes later than the usually scheduled time.

11.3 COMMUNICATIONS WITH PARENTS AND CONSORTIUM

a. The Operator will maintain telephone service to receive transportation information from parents and from the Consortium. At least one dedicated line shall be made available by the Operator for use by the Consortium. 

b. The Operator will maintain facsimile service during the operating hours to receive instructions from the Consortium’s Transportation office.

c. The Operator acknowledges that the Consortium has in place a computer system to assist in the administration and operation of transportation services and that the Operator may be required by

the Consortium, in its sole discretion, to have and use a computer terminal at the Operator's cost and expense.

11.4 SERVICE AND SAFETY SURVEYS AND PROGRAMS

a. The Operator shall give full cooperation to the Consortium in any survey of transportation service or safety that the Consortium, in its sole discretion, deems necessary.

b. The Operator's current safety program, as it relates to the safety of students using transportation services will be made available to the Consortium. Further, the Operator shall cooperate with the Consortium in the implementation and reasonable revision or redevelopment of the program^{RR}.

12. CONSIDERATION AND ACCOUNTING

12.1 BASIS FOR PAYMENTS

Monthly invoices are to be submitted by each Operator, in accordance with instructions provided by the Consortium^{SS}, covering Routes serviced in the preceding calendar month.

Each invoice shall, at minimum and subject to additional Consortium requirements communicated to the Operator, include for each route:

a) Route descriptor; days of service provided; kilometers covered in excess of standard for the route; time expended in excess of the standard for the route. The standard times, distances and names for each route are included in Schedule C^{TT} to this Agreement.

In addition, Operators shall indicate:

- b) the number of Inclement Weather Days agreed to by the Consortium for the month invoiced;
- c) the number of Consortium Strike/Labour Disturbance Days agreed to by the Consortium for the month invoiced; and
- d) the number of Operator Strike/Labour Disturbance Days agreed to by the Consortium for the month invoiced.

In addition, the Operator shall provide evidence in the form of paid invoices to reflect the price of fuel consumed (in terms of a price per litre) for the month which is invoiced. In the absence of such evidence, fuel adjustments will be based upon the lowest fuel price submitted in the current contract year^{UU}. This price is known as the Current Fuel Cost per Class.

12.2 FUEL COMPUTATION AND FUEL ADJUSTMENTS

Fuel consumption is to be computed by the Operator and shown for each route by multiplying the total Route Distance by the Route Days and applying the Fuel Efficiency Factor for the Vehicle Class servicing the route.

The Fuel Efficiency Factor is shown in the Table in 12.3 and remains fixed for the duration of the Agreement for each vehicle class.

To compute the actual fuel compensation, the Consortium will adjust the Fuel Payment for each route by factoring (up or down) the Fuel Cost per class from the table below by the Current Fuel Cost per Class from 12.3.

12.3 BASE COSTS

Costs for each class of vehicle are as follows:

Vehicle Class	Base Cost per Day	KM Rate	Fuel Rate	Time Rate
Vehicle Class 1				
Vehicle Class n				

12.4 OTHER ADJUSTMENTS

If extra hours, distances or other considerations are to be made to the amounts claimed, such adjustments must be supported by Agreements, in writing, between the Consortium and the Operator and these will be reflected in the payment made by the Consortium to the Operator using the agreed Variable Rate.

12.5 PAYMENT CALCULATION

The payment calculation shall include the Base Costs, Adjusted Fuel Costs, Reductions for Inclement Weather and Labour Disturbances, and any other agreed adjustments.

12.6 PAYMENT TERMS

a. Complete, correctly constructed and substantiated invoices shall be settled by the Consortium after not more than XX days of the date of claim or not more than XX XX days from the end of the month claimed, whichever is the later.

b. Payments to Operators shall be made via Electronic Funds Transfer. YY

13. ACCIDENTS

13.1 OPERATOR 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 Operator shall:

- a. render such immediate assistance as may be dictated by the circumstances;
- b. inform the appropriate school principal or vice-principal and transportation office at the Consortium forthwith and
- c. submit to the transportation office at the Consortium within forty-eight (48) hours a detailed written report in the case of a vehicle accident occurring while students are in transit, following procedures as may be established by the Consortium.

14. NOTICES

14.1 TIMING AND DELIVERY OF NOTICES

Where notifications, permissions or authorizations are sought or given by either the Consortium or the Operator, these may be sent, subject to the timing restraints 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 Ontario. Such notice shall be deemed to have been received on the third (3rd) business day following the date of mailing;
- (b) Notice shall also be deemed to have been given to the Consortium if and when the same is delivered to the Executive Director of the Consortium at the address specified below, and to the Operator Executive, at the address specified below. Such notice, if delivered, shall be deemed to have been given and received at the time of such delivery; or
- (c) Notice shall also be deemed to have been given where the sender sends such notification by email and receives acknowledgement of the email 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, the following addresses apply:

ZZ For the Consortium:

Executive Director: _____

Address for mail or hand delivery: _____

Address for email delivery: _____

For the Operator:

Operator Executive: _____

Address for mail or delivery: _____

Address for email delivery: _____

15. GENERAL

15.1 AMENDMENTS TO THE AGREEMENT

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

15.2 ADMINISTRATION PROVISIONS FOR THE CONSORTIUM

Except where otherwise expressly provided above, for the purposes of administering the provisions of this Agreement, “the Consortium” shall be deemed to include the Consortium’s duly authorized officers and employees.

15.3 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.

15.4 CONFIDENTIALITY OF ALL INFORMATION

Whilst recognizing the Board’s duty to provide Student and other Confidential Information to the Operator in a timely fashion, in accordance with the Municipal Freedom of Information and Protection of Privacy Act, all personal information contained in all school listings provided by the Consortium and the Consortium’s Member School Boards’ schools to the Operator remains the property of the Consortium/school and cannot be divulged to any person(s) or other organization(s) without obtaining prior written consent from the Consortium.

In like manner, all personal information collected about Operators, the Association, its members and its employees remains the property of the respective organizations or individuals and cannot be divulged to any person(s), or other organizations without obtaining

prior consent from the respective organizations or individuals, subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

15.5 OPERATORS RIGHT TO PROVIDE SERVICES TO OTHER BOARDS

Notwithstanding anything else to the contrary contained herein, the Operator shall be permitted to provide transportation services to any other school board (Additional Board) provided that provision of the transportation services to any or all of the Additional Boards does not otherwise impair or detrimentally affect the provision of transportation services under this Agreement.

The Operator agrees that, upon the request of the Consortium, it shall provide to the Consortium a copy of any agreement for the provision of transportation services that it may have with any or all of the Additional Boards pursuant to which the operator purports to use the same vehicles at the same times to provide transportation services to both the Consortium and any or all of the Additional Boards.

The Operator shall not otherwise provide transportation services to any or all of the Additional Boards or any other educational facility utilizing the same vehicles at the same times as it may use to provide transportation services under this agreement, other than in accordance with this Agreement.

15.6 DISPUTE RESOLUTION - FOR DISPUTES THAT DO NOT IMPACT HEALTH AND SAFETY

15.6.1 Mediation

Claims or controversies arising out of or in any way connected with or arising from this Agreement, its negotiation, performance, breach, enforcement, existence or validity, any failure of the Parties hereto to reach agreement with respect to matters provided for in this Agreement and all matters of dispute relating to the rights and obligations of the Parties to this Agreement, which cannot be amicably resolved, even if only one of the Parties hereto declares that there is a difference, shall first be referred to an appropriate person or firm for non-binding mediation. Any Party may at any time give written notice to the others of its desire to submit such a dispute to non-binding mediation, stating with reasonable particularity the subject matter of such dispute and indicating its desire for the Parties to jointly appoint a mediator. Within ten (10) days after receipt of such notice, the Parties shall appoint a single mediator with appropriate experience to mediate and assist in the consensual resolution of such dispute. If the Parties fail to appoint a mediator within such ten (10) day period, any Party may then give a notice for the arbitration of such a dispute under the terms of Section 15.6 hereof. The mediator so appointed shall promptly arrange to hold a hearing or meetings to enable each of the Parties to make submissions. The mediation shall be conducted in Ontario, in English or French, and in accordance with procedures agreed to by the Parties and the mediator. If such procedures cannot or have not been settled by agreement within a reasonable time (“reasonable time” being determined by the Mediator), the procedures shall

be those specified by the mediator. The costs of the mediation shall be borne equally by the Parties making submissions. None of the Parties shall make a request for arbitration until sixty (60) days following the termination of the mediation process, or within sixty (60) days of a mediator determining, acting reasonably, that a mediated settlement cannot be reached.

15.6.2 Arbitration

Subject to Section 15.6.1 above, and with the exception of disputes which, in the sole opinion of the Consortium, impact Health and Safety, any failure of the Parties hereto to reach agreement amicably or through mediation with respect to matters provided for in this Agreement and/or relating to the rights and obligations of the Parties to this Agreement, shall be referred to and settled by private and confidential binding arbitration held in English or French in Ontario, Canada.

15.6.3 Appointment of Arbitrator

Any Party may at any time give written notice to the others of its desire to submit to arbitration a dispute arising out of or connected with this Agreement, stating with reasonable particularity the subject matter of such dispute and indicating its desire for the Parties to jointly appoint an arbitrator. Within ten (10) business days after receipt of such notice, the Parties shall appoint a single arbitrator with appropriate experience to arbitrate such dispute. If the Parties fail to appoint an arbitrator within such ten (10) business-day period, any Party may apply to a Judge of the Ontario Superior Court of Justice to appoint an arbitrator to arbitrate such dispute. The arbitrator so appointed shall forthwith proceed to arbitrate the dispute.

15.6.4 Costs and Bar on Appeal

The costs of the arbitration shall be paid as determined by the arbitrator. Despite anything to the contrary contained in the Arbitrations Act (Ontario), the award of the arbitrator shall be final and binding upon the Parties and all persons claiming through or under them, and shall not be open to appeal.

15.6.5 Enforcement

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, and execution or other legal process may issue thereon. The Parties hereto and all persons claiming through or under them hereby attorn to the jurisdiction of the arbitrator and to the jurisdiction of any court in which the judgment may be entered.

15.7 DISPUTE RESOLUTION - FOR HEALTH AND SAFETY DISPUTES:

Where the Operator or Consortium fails to comply with any of its obligations under this Agreement, the other party may issue a rectification notice to the Offending Party setting out

the manner and time-frame for rectification. Immediately upon receipt of that notice, the Offending Party shall either:

- (a) comply with that rectification notice; or
- (b) provide a rectification plan satisfactory to the other party.

If the Offending Party fails to either comply with that rectification notice or to provide a satisfactory rectification plan,

- i. where the other party is the Consortium, the Consortium may immediately terminate the Contract; and
- ii. where the other party is the Operator, the Operator may, without penalty to itself, immediately cease to supply such services or to perform such actions that continue to put the health and safety of the person at risk.

Where the Operator has been given a prior rectification notice, the same subsequent type of non-compliance by the Operator shall allow the Consortium to immediately terminate this Agreement.

15.8 RIGHT TO AUDIT

With reasonable written notice, and with respect to matters related to this Agreement, the Consortium shall have the right, at its own expense, and without limitation:

- a) to request documents for audit and review;
- b) to visit the premises of the Operator; and
- c) to inspect any and all aspects of the Operator's business premises, equipment, services and business practices to determine and to confirm compliance with this Agreement.

16. STANDARDS OF PERFORMANCE AAA

16.1 CONFORMANCE TO STANDARDS OF PERFORMANCE

The performance of this Agreement shall be effected in accordance with the terms of this Agreement and specifically, the Operator shall provide services which shall, at a minimum, meet the standards that are included in Schedule E.

16.2 PERFORMANCE FAILURE

Failure to meet or exceed these standards shall be addressed as follows:

1. Upon receipt of a written Report of Failure, the Operator shall, within 15 days of the receipt of such Report, produce a written response that explains how the failure will be

addressed, including a target date, (which shall be not more than 15 days from the date of the written response), to remedy the defect; and

2. In the event of persistent and/or unremedied subsequent failures against the same Performance Standard, the Consortium may, at its sole discretion, request an additional remedy or may cancel the agreement forthwith in accordance with Article 2.3.b of this Agreement.

17. SURETY, BONDS AND/OR LETTERS OF CREDIT BBB

1) A Performance Surety will be provided by the Operator in the amount of XXO/O CCC.

2) The Operator will secure:

- a) an original Irrevocable Letter of Credit or a Certified Cheque; or
- b) a Money Order or Bank Draft.

issued by a Canadian Chartered Bank or Trust Company, in the appropriate amount and made payable to the Consortium.

3) If the Irrevocable Letter of Credit is the vehicle chosen for the Performance Surety, it **MUST be IDENTICAL** to the form as presented in Schedule L attached.

4) The Performance Surety will be deposited with and held by the Consortium prior to the commencement of this Agreement.

5) The Performance Surety may be drawn on by the Consortium at any time to secure the following: the due performance and observation of the terms and conditions of this Agreement; as well as payment of all claims, liabilities and obligations incurred by the successful bidder(s) during the performance of this Agreement.

6) Such Performance Surety will not be released until forty-five (45) days after substantial performance of this Agreement and the full discharge of all claims, liabilities and obligations incurred by the successful bidder(s) during the performance of this Agreement.

7) The Operator further covenants and agrees that, where this Agreement has been terminated or canceled by virtue of a default:

- a) the said Performance Surety will not be revoked or canceled;
- b) the Consortium may draw from the Performance Surety to compensate for such damages, losses or expenses incurred, or to be incurred, for which the Consortium may be liable; and
- c) should the said damages, losses or expenses be in excess of the amounts drawn, the successful bidder(s) shall be liable to the Consortium for such excess.

8) The Performance Surety is to guarantee that the successful bidder(s) will complete this Agreement in a proper and satisfactory manner in accordance with the Terms and

Conditions of the RFP and **MUST** be presented by the Operator to the Consortium within seven (7) working days of being notified that such documentation is required.

18. SURVIVAL

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

19. NON-WAIVER

No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or of the 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 any 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 hereof.

20. 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.

21. TIME OF ESSENCE

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective duly authorized officers in that regard, as of the date first above written. DDD

[XYZ Consortium]

Per:

.....
Name:

Title:

.....
Name:

Title:

We have the authority to bind the Consortium

[Bus Services Provider Name]

Per:

.....

Name:

Title:

.....

Name:

Title:

We have the authority to bind the Operator

Schedule A – First Aid EEE

BASIC FIRST AID

The following is a sample course outline for basic first aid and is provided to offer a guideline for course content. Operators are requested to provide a copy of the first aid course outline they are currently providing their drivers.

Basic First Aid - Sample course outline

- 1) Outline of: What is First Aid
 - a) The Law and First Aid
 - b) Protecting Yourself
- 2) Scene Assessment For Emergencies (SAFE)
 - a) Environment, Primary Assessment, Secondary Assessment
 - b) Continuing Care (until medical help arrives)
- 3) How breathing works
- 4) Causes of Respiratory Emergencies
 - a) Airway obstructions, mechanical problems, suffocation
- 5) Choking - Signs & symptoms
- 6) First Aid for Choking
 - a) Conscious & unconscious adults and children
- 7) Artificial Respiration & Methods
 - a) Assisted breathing, hyper-ventilation
- 8) Cardiovascular Emergencies
 - a) Heart attacks, strokes
- 9) CPR for adults and children
- 10) Severe bleeding
- 11) Shock
- 12) Fainting
- 13) The nervous system
- 14) Head and Spinal Injuries
- 15) Epipen or similar generic product training

Additional performance obligations are noted in Schedule E to this Agreement.

SCHEDULE B - SAFETY FFF

SAFETY

The Operator must provide safety orientation and evacuation drills for all drivers, permanent or temporary, a minimum of once annually. The Operator must provide the Consortium with the date(s) and agenda for any such orientation or drills and the Consortium shall have the option to attend such orientation or drills. The Operator is required to keep accurate records of all employee training and make them available to the Consortium when requested.

The program should consist of the following:

INITIAL TRAINING

1. Awareness of Sensitivity for Special Needs Students
2. Awareness of Racial and Ethno cultural Issues (Human Rights)
3. First Aid, Epipen or similar generic devices and CPR
4. Bus Evacuation, Accident Procedures, Fire Extinguisher
5. Student Management, Maintaining and Reporting Bus Discipline
6. Conflict Management
7. Lost Child, Late Bus, Late Parent and Ride Refusals Procedures
8. Authorized Stops
9. Defensive Driving
10. Management of Bullying

ANNUAL REFRESH

- Student Management, Bus Discipline
- Human Rights and Racial Ethno cultural Issues
- Bus Evacuation, Accident Procedures
- Epipen or similar generic devices
- Lost Child, Late Bus, Late Parent, Ride Refusal,
- Authorized Stops, etc.

EVERY THREE YEARS

1. Defensive Driving
2. First Aid, including CPR

ADDITIONAL ANNUAL PROGRAMS

Transportation Official may request, and the Operator shall provide, safety programs for students such as Emergency Student Evacuation of school buses at rates as agreed between the Operator and the Transportation Official.

Additional performance obligations are noted in Schedule E to this Agreement.

Schedule C - Routes GGG

ROUTING SCHEDULES

Each Consortium should list each route, the standard time and distance for the route and the vehicle class for the route. If the Route lists are large or vary frequently, this schedule should indicate the agreed and accessible location for the Route Schedules.

Schedule D – Applicable Acts, Statutes and Regulations HHH

D.1 ACTS THAT REGULATE THE OPERATIONS AND BUSINESS AFFAIRS OF ONTARIO’S SCHOOL BUS COMPANIES

D.2 PROVINCIAL STATUTES

Apprenticeship & Certification Act (acquisition of skills for bus technicians through workplace-based apprenticeship programs)

Accessibility for Ontarians With Disabilities Act (accessible buses and services for passengers with disabilities) Business Corporations Act

Compulsory Automobile Insurance Act (insurance requirements for operating vehicles on highways of Ontario Dangerous Goods Transportation Act

Employment Standards Act (recruitment, employee benefits, working conditions, remuneration, overtime, vacation, etc.)

Employers Health Tax Act

Environmental Protection Act (diesel engine smoke opacity limits, DriveClean annual emission testing, handling/disposal of used engine oil, tires, batteries, etc.)

Freedom of Information & Protection of Privacy Act (employee records, reference checks, etc.)

Fuel Tax Act (registration for charter trips beyond Ontario borders, IFTA-International Fuel Tax Agreement, mileage reporting and tax remittance for inter-jurisdictional buses)

Highway Traffic Act (driver & vehicle licensing, Commercial Vehicle Operator Registration-CVOR, vehicle maintenance standards, equipment requirements, safety inspections, rules of the road, vehicle inspection station licensing, etc.)

Human Rights Code

Income Tax Act

Labour Relations Act

Licence Appeal Tribunal (suspension or revocations of a bus company’s CVOR, vehicle inspection station licence, etc.)

Liquor License Act (driver’s responsibility to ensure passengers don’t consume alcohol on charter bus trips)

Occupations Health & Safety Act (employee Health & Safety training, WHMIS training, employee return-to-work protocols, “Work Well” program and audits, workplace safety reps & committees, accident response and employer reporting responsibilities, etc.)

Ontario Highway Transport Board Act (procedures governing licensing of for-hire passenger carriers)

Public Vehicles Act (licensing for-hire passenger carriers, bus driver and vehicle equipment requirements, passenger liability insurance, operating authority, etc.)

Tobacco Control Act / Smoke Free Ontario Act (regulates smoking in the workplace and on buses)

Trades Qualification & Apprenticeship Act

Travel Industry Act (regulates charter bus companies that provide packaged travel or tour services in addition to transportation services)

Waste Management Act

Workplace Safety & Insurance Act

D.3 FEDERAL STATUTES

Canadian Pension Plan

Canada Labour Code (affecting federally regulated school bus companies that operate beyond Ontario borders) Environmental Protection Act

Criminal Code

Employment Equity Act

Employment Insurance Act

Holidays Act (statutory holidays)

Income Tax Act

Motor Vehicle Safety Act & Canadian Motor Vehicle Safety Standards (importing used school buses from out of country, seat belts, equipment standards for new vehicles, etc.)

Motor Vehicle Transport Act (affecting federally regulated school bus companies that operate beyond Ontario borders)

Personal Information Protection and Privacy & Electronics Documents Act

Quarantine Act (affects buses that are returning to Ontario from the USA transporting a passenger that might have a communicable disease or a passenger has died while on board a bus)

Transportation of Dangerous Goods Act

SCHEDULE E – STANDARDS OF PERFORMANCE

Standard	How Evaluated
Safety	
1. Vehicles in the fleet are kept clean and are in safe working order	1. Random periodic audit by a Consortium representative accompanied by a fault report. 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
2. Communication devices are available and functional	
3. Safety issues are reported and documented in a timely manner	
4. All drivers are First Aid & CPR certified	
5. Medical or special considerations for students are made available to drivers	
Operational Management	
6. Overall vehicle condition is in good working order	1. Random periodic audit by a Consortium representative accompanied by a fault report. 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
7. Inspections done by MTO are reported to the consortium within 48 hours	1. Random periodic audit by a Consortium representative accompanied by a fault report
8. Pre-trip inspections are done daily by the driver/operator	
9. The operation is presented in a professional and organized manner	1. Random periodic audit by a Consortium representative accompanied by a fault report 2. Correspondence (mail, email, phone, fax) from parents,

Standard	How Evaluated
	teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
10. Systems are in place to receive current Consortium generated information	1. Random periodic audit by a Consortium representative accompanied by a fault report
Communication	
11. Operator will ensure the most recent route and stop locations are followed	1. Random periodic audit by a Consortium representative accompanied by a fault report 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
12. Direct communication indicating route delays or cancellations will be made to the school, the consortium, radio stations, and the website, if applicable.	
13. A communication device will be used to maintain contact between the base of operations (dispatch) and drivers during all route times.	
14. Communicating while the bus is in motion will be kept to a minimum and only when absolutely necessary	
Training	
15. Contact information is up to date and maintained regularly	1. Random periodic audit by a Consortium representative accompanied by a fault report 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
16. Driver performance is monitored and retraining is provided for drivers with safety/accident records	1. Random periodic audit by a Consortium representative accompanied by a fault report
17. Driver training records are to be kept	

Standard	How Evaluated
<p>18. Training systems are in place for basic student behaviour and a process for training new and spare drivers is available</p>	
<p>19. Up to date police checks for drivers are maintained</p>	
<p>20. Student management is handled in a safe and professional manner</p>	<p>1 Random periodic audit by a Consortium representative accompanied by a fault report.</p> <p>2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.</p>
Document Control	
<p>21. All pertinent contact information is kept up to date</p>	
<p>22. Driver performance is tracked historically</p>	
<p>23. All drivers have bus reports available daily, and are trained in filling them out completely and accurately.</p>	
<p>24. Accident forms are filled out completely and accurately, and adhere to school board policy.</p>	
<p>25. Fleet logs are kept and vehicle age is recorded.</p>	<p>1. Random periodic audit by a Consortium representative.</p> <p>2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.</p>

Alternate and Variable Contract Components

The following are references to end note pointers in the contract template

A This is an example of an endnote. It is embedded in a separate section at the end of this template.

B This is an example of an endnote. It is embedded in a separate section at the end of this template.

C Insert the signing date of the Agreement – Note that this is not necessarily the Effective Date of the Agreement.

D The [XYZ Consortium] (hereinafter called “the Consortium”), use this format if there are several Boards that comprise a Consortium or

The [XYZ Board] (hereinafter called “the Board”), use this format if there is only a single Board. In addition, if the latter format is used, throughout the Agreement all references to “Consortium” should be replaced by the word “Board”.

E [Bus Services Provider Name] Insert the name of the Operator’s company.

F WHEREAS the Consortium has been formed to administer transportation services for the [Insert Member Board Names of the Consortium] hereinafter called the “Member School Boards”

The highlighted text is used only for Consortia. In this case, the name of the member school boards must be inserted where shown above.

G The highlighted sub-articles are optional and are to be included if the contract was awarded as the result of a competitive procurement process. Insert the date of the RFP and the date of the Operators response.

H Select either a 10 month or a 12 month licencing cost depending upon the requirements of the RFP.

I Enter the agreed percentage for the first 30 days of stoppage in the event of a Board Labour Dispute.

J Replace this with the end date of the Agreement – excluding any optional extension years.

K Insert the Contract Starting Date.

L Insert here the agreed rate to be paid as the Inclement Weather Rate.

M Enter the agreed percentage for Mid Day Rates which amount should not include the operators wage rate and benefit obligations to their drivers.

N Enter the agreed percentage of the rate payable in the event of a Consortium Labour Dispute in accordance with Article 2.6 of the Agreement.

O Enter the agreed percentage of the rate payable in the event of a Board Labour Dispute in accordance with Article 2.7 of the Agreement.

P If there are no optional extensions, delete the text that is highlighted so that the Article reads 2.1 Term.

Q five (5) consecutive school or contract years of ten (10) months – amend this highlight to reflect the actual term of the agreement – ignore any option years.

R 2.2 Option to renew for two additional school years - The entire Article highlighted is required if it is the intent of the Board/Consortium to extend the Agreement without an RFP process at the end of the original term. The actual number of years of the extension may also be varied in the places noted to match the Board requirements.

S [agreed number of days for Route Cancellation Notice] Insert the number of days notice that will be given for route cancellation.

T [agreed number of days for Route Alteration Notice] Enter the agreed number of days notice that will be given for a Route or routes modification.

U The Inclement Weather Rate is defined in the Definitions part of the agreement and this definition will need to be adjusted for each Consortium.

V Insert the agreed deadline time for notification of Weather cancellations which should be given by one of the means identified in Article 14.

W This Rate is defined in the Definitions part of the Agreement and this definition will need to be adjusted for each Consortium.

X This Rate is defined in the Definitions part of the Agreement and this definition will need to be adjusted for each Consortium.

Y Insert the period required.

Z Each Consortium may decide that no payments are to be made in the event of operator labour disputes in which case this Article may be either removed or modified.

AA This Rate is defined in the Definitions part of the agreement and this definition will need to be adjusted for each Consortium.

BB This clause B is, per Ministry of Education, not required as funding will not cease in the fashion indicated. Consortia and Operators may choose to include the clause.

CC Insert the agreed number of days notice to be provided by the Consortium.

DD Safety Program. If the Agreement is the result of an RFP process, then this Article should reference the Operators certification to the RFP Safety Program requirements as indicated. The date of the RFP and the Operator RFP response must be inserted here.

If the Agreement did not follow upon an RFP process, then the following wording should be used and the appropriate Safety Program Attachments must be appended to the Agreement.

a. The Operator shall make available to the Consortium, a complete copy of its current safety program - which will conform to the requirements set out in Appendices A, B, C, D and E attached hereto - as it relates to safety of students using school buses.

b. An appropriate driver safety training program must include basic level first aid, defensive driving, vehicle evacuation and the administration of generic devices including, but not limited to, the "EPIPEN" (Allergic reaction first aid device).

c. Operators providing wheelchair service must also include vehicle loading and unloading, use of manual ramps and tie down procedures.

EE Compliance with Acts, Regulations and Policies
The Consortium must provide a **list of Acts and Regulations** that are in effect for this Agreement and the list should be included as a named appendix to the Agreement.

FF In addition, the relevant Board or Consortium policies and procedures for each constituent Board should also be included as a named Appendix to the Agreement.

GG These amounts are the minimum coverages that are required and each Consortium may replace these with amounts which are consistent with their own Policies and Procedures and after consultation with their insurers. These amounts should also be reflected in the RFP documents resulting in this Agreement.

HH This amount is the minimum coverage that is required and each Consortium may replace this with an amount which is consistent with their own Policies and Procedures and after consultation with their insurers. The amount should also be reflected in the RFP documents resulting in this Agreement.

II Insert the agreed number of days. Note that this is intended to be the total days upon which transportation is needed. If this number includes transportation on Statutory or other holidays, then it should be noted here. If special compensation is needed for such days, that also should be noted here. The days to be included must be noted in the RFP template SOW (3.1 of RFP Template).

JJ Include here an agreed date.

KK Obligation to perform trial runs prior to the start of each school year.

This Article is optional, and the text of the wording may or may not indicate whether the Operator or the Board covers the costs. It is assumed that the RFP will either include or not include this requirement. If it is included, then this Article, suitably worded, must also be included.

LL The list which follows should be amended to include all of the vehicle types which may be used under this Agreement and the maximum and average age for each class of vehicle.

MM Insert the number of vehicles below which the average age restrictions will not apply.

NN The clause is optional, but if used, the ratio of dispatchers to Operators must be agreed and entered.

OO Enter the agreed percentage of “reserve” vehicles as a percentage of the vehicle fleet.

PP The use of Identity Cards is an optional item – delete this reference as needed.

QQ The supply of a dedicated line is an optional requirement. For small Operators, for example, this may not be a practical requirement.

RR This is an optional service that may or may not be requested in the RFP and if included, the costs would be included in the overall contract pricing.

SS Each Consortium must specify to the Operator its requirements for the content, format and regularity of invoices including any special payment terms and/or other Consortium requirements.

TT Schedule C should list each route, its distance and time for every route assigned to this Operator and the vehicle class assigned to the route. If the length of the list is impractical to include as an Appendix to the contract then the Schedule should indicate where the current complete list is available.

UU This wording should be modified to reflect the Fuel Adjustment methodology that is used by each Consortium.

VV Base costs are defined in the Contract Definitions. Each Vehicle Class has a fixed Base Cost which is agreed at the start of the Agreement and which, subject only to the adjustments noted in the definition, remains fixed for the duration of the Agreement.

WW Describe each class of vehicle supported in the Agreement and provide a Base Cost, a Fuel Rate, a KM Rate and a Time Rate which form the basis for payment computation each month.

XX Insert a Payment commitment date and any other payment related rules.

YY Where preferred, Boards may insist upon payments via Electronic Funds Transfer.

ZZ The names, delivery addresses and email addresses of the primary contacts for the Consortium and Operator to receive notifications under this Agreement must be entered here.

AAA If the Agreement is to be subject to Standards of Performance, the standards must have been referenced in an RFP (and acknowledged and agreed to by the Operator) or agreed in contract negotiation. In either event, the standards against which performance is to be measured must be itemized and quantified, along with a description of how each standard is to be measured and this performance standard must be included as a named Appendix to this Agreement. Appendix J includes a sample “Standards of Performance Agreement” which should be reviewed and adjusted to meet the specific needs of each Consortium.

BBB The use of Bonds and Letters of Credit are optional by each Consortium and should have been reflected in the procurement documents. Where this method of security has been used, the amount of bonding must be entered and, in addition, all parts of the template must be reviewed and revised to reflect the usage of the Bond as a means to remedy contractual defaults.

CCC As a guideline, the bonded amount, or letter of credit, should be equal to 10% of the total revenue expected by the Operator in one year of the Agreement.

DDD Signature and identity and seal blocks must be included here for all parties to the Agreement.

EEE Schedule A is optional.

If this Agreement results from an RFP process, then the requirements addressed by this Appendix should be included in the RFP as certifications and the RFP/Certifications are included by reference in this Agreement. In this case, the Appendix is not required.


If the Agreement is not the result of an RFP then the Appendix is required and should be referenced in the Agreement text.

FFF Schedule B is optional.

If this Agreement results from an RFP process, then the requirements addressed by this Appendix should be included in the RFP as certifications and the RFP/Certifications are included by reference in this Agreement. In this case, the Appendix is not required.


If the Agreement is not the result of an RFP then the Appendix is required and should be referenced in the Agreement text

GGG Schedule C should include all of the detailed routing schedules which are the subject of this Agreement.

 Schedule G – Applicable Acts, Statutes and Regulations

The Consortium must supply a list of Acts, Regulations and Statutes that are applicable to this Agreement.

In addition, the Consortium must provide a copy, or a reference to available documents, of all Consortium policies and procedures that have applicability to the operation of this Agreement.

 If the Agreement is to be subject to performance standards, the standards must have been referenced in an RFP (and acknowledged and agreed to by the Operator) or agreed in contract negotiation. In either event, the standards against which performance is to be measured must be itemized and quantified, along with a description of how each standard is to be measured and this performance standard must be included at this point in the Agreement.