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<b>Statement</b>	<p>Situations may arise that cannot be accommodated with regular bus specialized service. In these situations taxi services will be provided to ensure that the student's transportation needs are met.</p>
<b>Procedure</b>	<p>Determination to utilize a taxi rather than a regular or specialized bus will be made jointly by WESTS and the applicable board.</p> <p>The information for the request will normally flow through the Special Education Department or the Superintendent of Business. A cost analysis will be conducted to determine if it the most cost effective measure.</p> <p>If a taxi is determined to be the most cost effective measure WESTS will set up the transportation. Any taxi company that provides transportation will be required to sign an agreement with the Consortium.</p> <p>The terms and conditions of the agreement must be met by the taxi company in order to provide taxi service. Those conditions are outlined in the agreement as per Appendix A.</p>

Approved: **ETC # 11-01**

Date: **February 10, 2011**



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**APPENDIX "A"****TAXI AGREEMENT**

This AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 20

**BETWEEN:****Name**

(hereinafter referred to as "the Operator")

and

**Windsor-Essex Student Transportation Services/Service de transport  
des élèves - Windsor- Essex**

(hereinafter referred to as "the Consortium")

IN CONSIDERATION OF the mutual obligations, the agreements and engagements set forth in this Agreement, the Operator (including heirs, executors, administrators and assigns), as well as the Consortium (including its successors) mutually covenant and agree as follows:

**Contract Length**

1. This Agreement shall commence on the 1st day of September, 20\_\_ and terminating on the 30th day of June, 20\_\_ ,unless terminated prior thereto as set out herein.

**Operator**

2. 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.
3. 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.
4. The Operator shall not assign this Agreement without the prior consent in writing of the Consortium, which consent may be arbitrarily withheld. The Operator will promptly notify the Consortium of any proposed change in ownership. Failure to obtain the Consortium's consent in writing to assign this Agreement to a new owner, in the case of change of ownership or changes of ownership which are unacceptable to the Consortium, will render this Agreement null and void.
5. 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. The Operator will comply with all aspects of the Consortium policy including compliance



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- with its Member School Boards' printed Policies and Procedures for Pupil Transportation.
6. The Operator shall, upon request of the Consortium submit and up-to-date Driver's License Abstract and current Commercial Vehicle Operator's Registration Search for the vehicles and drivers identified.
  7. The Operator shall, ensure that all drivers are free of any criminal record that would contravene the Consortium policy and shall be required, upon request of the Consortium, to submit such criminal record documentation.
  8. The Operator shall provide for workplace safety and insurance for all drivers and other employees employed in connection with this agreement as may be required by the *Workplace Safety and Insurance Act, 1997*. The Operator shall annually furnish evidence of coverage under the *Workplace Safety and Insurance Act 1997*.
  9. The Operator shall maintain in respect to 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 the *Public Vehicles Act of Ontario* as follows;
    - a. \$1,000,000 for a vehicle with a seating capacity of not more than 7 persons and
    - b. \$5,000,000 for a vehicle with a seating capacity of 8 to 12 persons.
  10. Without limiting the obligation of the Operator provided in paragraph 8 the Operator shall maintain insurance coverage in the form and amounts as specified. All such policies to be taken out with insurers acceptable to the Consortium and be in the form and in terms satisfactory to the Consortium, and the Operator warrants that the Consortium shall be notified, in writing, within thirty(30) days of cancellation, lapse or amendment of any policy of insurance. The Operator shall provide to the Consortium certified copies of the policies containing such coverage not later than thirty (30) days prior to the commencement of the Term.
  11. All vehicles used for transporting students must be properly licensed and equipped according to current provincial and municipal regulations and, not to restrict the generality of the foregoing, must comply with requirements of the *Public Vehicles Act*.
  12. At no time must 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 shall any student be required or permitted to stand while the vehicle is in motion.
  13. All vehicles used to transport students shall meet or exceed the specifications or requirements set out in any current applicable federal or provincial legislation or any regulations provided hereunder.
  14. All vehicles shall be equipped with a reliable means of communication to ensure contact with the Operator's main dispatcher at all times during the transportation of the students.
  15. The Operator shall not operate any vehicle for transportation of students which he knows, or ought to reasonably know, is unsafe, or which does not qualify for a Ministry of Transportation Annual Inspection Certificate.



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16. The Operator must follow the provided operational transportation procedure in the event of an accident occurrence. The Operator will endeavour to submit the approved accident form within four (4) business hours, or as soon as practicable, following the occurrence. All students involved in the accident that mentions an injury or an illness must be taken to a hospital for examination. The Operator will co-operate with any other instructions as provided by the Consortium.
17. The Operator shall make available to the Consortium, a complete copy of its current safety program as it relates to safety of students using taxi vehicles. An appropriate driver safety training program must include basic level first aid, defensive driving, vehicle evacuation and the administration of the "EPIPEN" (allergic reaction first aid device). Operators providing wheelchair service must also include vehicle loading and unloading, use of manual ramps and tie down procedures.

### **Drivers**

18. Drivers shall not eat or drink while transporting students. In addition, drivers shall not smoke in or around any vehicle while transporting students. Drivers shall not use profane or abusive language in the presence of students.
19. Any issues with students will be reported to the appropriate school principal immediately upon delivery of the student as well as documented on the student misconduct form and forwarded to the Consortium office.
20. 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 and the parking brake engaged.
21. In the case of the transportation for kindergarten and special needs students, if a driver arrives at a designated pick-up point and the student to be picked up does not immediately appear or appears not to be ready to depart, such driver shall wait at the designated pick-up point for a minimum period of two (2) minutes before proceeding to the next point on the drivers' route.
22. The driver shall ensure that all safety latches on all passenger doors are in use when any students are in the vehicle.
23. 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.

### **General**

24. In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, all personal information provided by the Consortium and the Consortium's Member School Boards' schools to the taxi operator remains the property of the Consortium/school and cannot be divulged to any person, persons or other organization without obtaining prior consent from the



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General Manager of the Consortium.

25. The Operator will maintain telephone, facsimile or email service to receive transportation information from the Consortium regarding service. Any changes to the contact information must be relayed to the Consortium as soon as is practicable after the change has been made.
26. All charges for taxi services must be submitted monthly to the Consortium in a manner and form acceptable to the Consortium, including the route number date and time of service, student's name and applicable taxes.
27. The mileage and time limits are describe in this paragraph:
  - (a) Must not exceed the municipal bylaw for passenger fares within the jurisdiction the Operator conducts business.
  - (b) Are exclusive of any mileage recorded or time required for the vehicle to travel to or from the commencement point of a route for or to, as the case may be, the Operator's garage or depot or the driver's home.
  - (c) For the purposes of measuring the distance and the time referred to in this Agreement with respect to mileage for regular home-to-school transportation, the measurement is equal to the sum of the distance travelled from the point of first pick up to the point of last drop off.
28. Compensation will be made only for the trips transporting students to and/or from a school as scheduled.

**Termination**

29. This Agreement may terminate at any time:
  - a. by the mutual consent 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 any 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, fails 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 all other Acts and Regulations applicable under regulations of the Ministry of Transportation and Communications and including any regulations of the Consortium and its Member School Boards governing the transportation of its student.

30. The Consortium reserves the right, to cancel this agreement if required by Provincial Legislation, without any obligation, costs, expenses, liability, losses, and/or damages whatsoever including, without reservation, any claims for lost profits or loss of



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opportunity.

31. 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, a labour dispute or strike or inclement weather or closure of a school by the Medical Officer of Health, the Consortium shall not be liable to pay the Operator.
32. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual officer or to a member of the firm or to an officer of the organization for whom they are intended by hand or by registered post; if sent by regular post, to have been delivered within 5 working days of the date of mailing when addressed as follows:

The Operator at:

The Consortium at;  
Windsor-Essex Student Transportation Services/Service de transport des élèves Windsor-  
Essex  
360 Fairview Ave. W., Suite 318  
Essex, Ontario N8M 3G4

IN WITNESS WHEREOF, the Operator and the Member Boards (and their authorized agents, if one of these parties constitutes a corporate entity) have affixed their signature: Each Board named herein is responsible for the contract cost for the transportation of their own students.

SIGNED AND DELIVERED