

APPENDIX A: 1091041

#	Effective Date	Title	Type	Notes	Relevant Clauses
1	1 January 2009	<i>School Bus Operator Contract between Ministry of Education and [contractor] – template</i>	Contract	A transport service contract	Clauses 15 – 20: Fare Paying Passengers
2	1 January 2011	<i>Agreement for Funding School Transport between the Secretary for Education and the Board of Trustees of [xxx] School Māori Medium School – template</i>	Agreement	Memorandum of Agreement for Māori Medium schools	Clauses 2.2, 2.3(c): Obligations of the Board
3	1 January 2015	<i>Variation to the Agreement for School Transport Services – template</i>	Contract	A transport service contract variation applied alongside the 2009 bus operator contract	Clause 3 extends the 2009 contract; Clause 4.4 updates 2009 clauses 15 – 20 fare paying passengers and replaces with cl 15 – 20 Ineligible Students; Clause 4.10 new definition 'ineligible student' added
4	1 January 2015	<i>Funding Agreement for School Transport Assistance – template (single school)</i>	Agreement	Memorandum of Agreement (MoA) for single school DR funding	Clauses 6.2, 6.3, 6.4(c), 6.5
5	1 January 2015	<i>Funding Agreement for School Transport Assistance – template (network schools)</i>	Agreement	Memorandum of Agreement (MoA) for a DR network of schools	Clauses 6.4, 6.5, 6.6(c), 6.7; Schedule 4 – Constitution and Service Issues (ineligible students)

6	1 January 2018 (but already provided to TSPs)	<i>Deed of Extension and Variation to Contract for School Transport Services – template</i>	Contract	<p>Applied alongside the 2009 bus operator contract and 2015 variation.</p> <p>There is no mention of ineligible students in the document, however as an extension/variation it confirms that the requirements set out in 2009 and in 2015 apply until 31 December 2020</p>	clauses 2 and 3.1 extend the 2009 contract and 2015 variation
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APPENDIX B

Extract 1

Fare-Paying Passengers

15. The Contractor must obtain the written agreement of the school(s) serviced by a Daily Route if they wish to include fare-paying passengers on that Route. Fare-paying passengers are not permitted on Technology Routes.
16. The Contractor shall ensure that fare-paying passengers:
 - 16.1. pay the appropriate fare to the Contractor;
 - 16.2. will only be carried where there is excess capacity after eligible Students have been catered for.
17. In the following situations the Contractor shall require its Drivers to ensure that fare-paying passengers do not disadvantage eligible Students. Disadvantage includes:
 - 17.1. Students having to stand when a fare-paying passenger is seated;
 - 17.2. Students not being able to ride the bus due to overcrowding.
18. The Contractor shall endeavour to ensure that fare-paying passengers do not disadvantage eligible Students in the following manner:
 - 18.1. by harassing or bullying an eligible Student;
 - 18.2. by behaving in a socially unacceptable manner;
 - 18.3. by causing delays to the service.
19. Contractors must not deviate from the approved Route to accommodate fare-paying passengers without approval from the Service Agent.
20. Contractors are to advise all fare-paying passengers of the conditions of travel.



Extract 2

2. Obligations of the Board

- 2.1. The Board shall provide school transport assistance to those students (of its MMS) who meet the Ministry's eligibility criteria (as published by the Ministry).
- 2.2. The Board may assist students attending its school who do not meet the Ministry's eligibility criteria if the Board wishes, however, the Board shall ensure that any assistance provided for ineligible students does not disadvantage Eligible Students. Disadvantage includes but is not limited to:
 - a) Students having to stand when an ineligible student or other passenger is seated
 - b) Harassment or bullying by an ineligible student or other passenger
 - c) Socially unacceptable behaviour by an ineligible student or other passenger
 - d) Students not being able to ride the bus due to overcrowding, and
 - e) Delays to the service caused by an ineligible student or other passenger.
- 2.3. The Board must provide to the Ministry or its Service Agent upon request:
 - a) full details of the name, address, pick up and drop off point of every Eligible Student receiving school transport assistance under this Agreement
 - b) registration details of the vehicles used to provide school transport assistance under this Agreement
 - c) full details of the name, address, pick up and drop off point of every ineligible student who is receiving school transport assistance under this Agreement
 - d) full details of each actual route being used to provide school transport assistance under this Agreement.
- 2.4. The Board must provide the information requested under clause 2.3 within fifteen working days and on the form supplied by the Ministry or its Service Agent, or in an alternate form if the Ministry agrees.
- 2.5. The Board must ensure that at all times students are transported legally, safely and in accordance with the requirements of **Schedule 2**.

Extract 3

3 **CONFIRMATION**

Except as expressly varied by this variation, all terms of the Agreement continue in full force and effect and are acknowledged and confirmed by each of the parties.

4 **VARIATION**

With effect from [insert date], the Agreement is varied as follows:

- 4.1 By deletion of the wording "**The Sovereign** in right of New Zealand acting by and through the Senior Manager Resourcing Division (**the Ministry**) and [Name of Contractor] (**the Contractor**)" under the heading 'Parties'.
- 4.2 By the inclusion of the following "**The Sovereign** in right of New Zealand acting by and through the Head of Education Infrastructure Service (**the Ministry**) and [insert Contractor] (**the Contractor**)" under the heading 'Parties'.
- 4.3 By the deletion of clause 9 and its replacement as follows:

"The Contractor shall ensure that all written and oral communication it has with Schools and members of the public regarding the delivery of the Services is accurate, timely and professional. The Contractor shall acknowledge all written or emailed complaints or correspondence it receives regarding the delivery of the Services and provide this record to the Ministry when requested"

4.4 By the deletion of clauses 15 – 20 and its replacement as follows:

"Ineligible Students

- 15 With effect from January 2015 the Contractor must obtain the prior written agreement of any school affected by the operation of a Daily Route if the Contractor wishes to transport any Ineligible Student on that Route.
- 16 Notwithstanding clause 15, the Contractor must not transport any Ineligible Student on any Technology Route.
- 17 Subject to clause 15, the Contractor may only transport Ineligible Students if:
 - 17.1 the transport will only be provided if there is excess seating capacity after all eligible Students have been catered for; and
 - 17.2 the Ineligible Students pays an appropriate fare, as set by the Contractor;
 - 17.3 transportation of any Ineligible Student does not delay the provision of the Services.
- 18 The Contractor shall use best endeavours to ensure that Ineligible Students do not:
 - 18.1 harass or bully Students;
 - 18.2 behave in a socially unacceptable manner;
- 19 Subject to clause 17, the Contractor must not deviate from a designated Daily Route to pick up any Ineligible Students for transportation without the prior written approval from the Service Agent.
- 20 Prior to transporting any Ineligible Student, the Contractor must advise all Ineligible Students in writing of the conditions of transportation set out in clauses 15- 19, and to retain a record of that advice."

4.10 By the insertion of a new definition in Part L as follows:

"Ineligible Student" means any student not eligible for school transport assistance on the route travelled.

RELEASED UNDER THE OIA

Extract 4

6 OBLIGATIONS OF THE BOARD

- 6.1 The Board must ensure school transport assistance is arranged for Eligible Students attending the school who reside **within its TEZ**.
- 6.2 The Board may at its own cost arrange for the delivery of school transport assistance to students attending the school who reside **within the TEZ of the school but who are not Eligible Students**, provided that any such assistance does not disadvantage Eligible Students. Disadvantage includes but is not limited to:
- a) Eligible Students having to stand when an ineligible student or other passenger is seated
 - b) Harassment or bullying by an ineligible student or other passenger
 - c) Socially unacceptable behaviour by an ineligible student or other passenger
 - d) Eligible Students not being able to ride the bus due to overcrowding, and
 - e) Delays to the service caused by ineligible students or other passenger/s.
- 6.3 The Board may at its own cost arrange for the delivery of school transport assistance to students attending the school who reside **outside the TEZ** of the school, provided that any such assistance does not disadvantage Eligible Students and provided that the Board has the **prior written agreement** of the school Boards in whose TEZs the students reside.
- 6.4 The Board must provide to the Ministry or its Service Agent upon request:
- a) full details of the name, address, school attended, and pick up and drop off point of every Eligible Student receiving school transport assistance under this Agreement
 - b) registration details of all, including any that may be used, vehicles used to provide school transport assistance under this Agreement

- c) full details of the name, address, school attended, and pick up and drop off point of every ineligible student who is receiving school transport assistance under this Agreement
- d) full details of each actual route being used to provide school transport assistance under this Agreement
- e) additional information relating to the provision of services under this Agreement that the Ministry may reasonably request.

6.5 The Board must provide the information requested under clause 6.4 within fifteen (15) working days, or a time specified by the Ministry or its Service Agent, and on the form supplied by the Ministry or its Service Agent, or in an alternate method if the Ministry agrees.

RELEASED UNDER THE OIA

Extract 5

6 OBLIGATIONS OF THE NETWORK SCHOOL BOARDS

6.1 The Network School Boards must nominate one of the Network School Boards to be the Fundholder School Board for the purposes of this Agreement and must advise the Ministry of the nomination.

6.2 The Network School Boards must document an agreement between themselves on matters of policy, in accordance with the requirements of **Schedule 4**.

6.3 The Network School Boards must ensure school transport assistance is arranged for Eligible Students attending the Network Schools who reside **within the TEZs** of the Network Schools.

6.4 The Network School Boards may at their own cost arrange for the delivery of school transport assistance to students attending the Network Schools who reside **within the TEZs of the Network Schools but who are not Eligible Students**, provided that any such assistance does not disadvantage Eligible Students. Disadvantage includes but is not limited to:

- a) Students having to stand when an ineligible student or other passenger is seated
- b) Harassment or bullying by an ineligible student or other passenger
- c) Socially unacceptable behaviour by an ineligible student or other passenger

- d) Students not being able to ride the bus due to overcrowding, and
- e) Delays to the service caused by ineligible students or other passenger,

6.5 The Network School Boards may at their own cost arrange for the delivery of school transport assistance to students attending their schools who reside **outside the TEZs** of the Network schools, provided that any such assistance does not disadvantage Eligible Students and provided that the Board has the **prior written agreement** of all the school Boards in whose TEZs the students reside.

6.6 The Network School Boards must provide to the Ministry or its Service Agent upon request:

- a) full details of the name, address, school attended, and pick up and drop off point of every Eligible Student receiving school transport assistance under this Agreement
- b) registration details of all, including any that may be used, vehicles used to provide school transport assistance under this Agreement
- c) full details of the name, address, school attended, and pick up and drop off point of every ineligible student who is receiving school transport assistance under this Agreement
- d) full details of each actual route being used to provide school transport assistance under this Agreement
- e) additional information relating to the provision of this Agreement that the Ministry may request.

6.7 The Network School Boards must provide the information requested under clause 6.6 within fifteen (15) working days, or a time specified by the Ministry or its Service Agent, and in the form supplied by the Ministry or its Service Agent, or in an alternate method if the Ministry agrees.

SCHEDULE 4

SCHOOL TRANSPORT NETWORKS

This section This schedule outlines how the Fundholder School Board must work with other state or state integrated school boards in a transport network if it combines in a School Transport Network in accordance with this Agreement.

Constitution A school transport network must put in place a written agreement between the members that covers as a minimum

- how any disputes between the members will be managed;
- how, when, and in what proportions any surpluses or deficits will be disbursed from the network to the member schools; and
- procedures for a school to exit the network; and
- procedure for the network to exit DR school transport

The agreement can be in the form chosen by the network and is anticipated will contain information beyond these minimum requirements, such as:

- *Constitutional Issues:* For example: How will the network constitute itself? Will decisions be taken by majority vote, or unanimously? If voting is required, will each school have an equal vote, or will larger schools have more votes?
- *Payment Issues:* For example, the Ministry pays a fee for administration of each route. Will administrative duties and the administration fee remain with the Fundholder School, or be transferred to another school? What will the school who receives it be responsible for (i.e. tracking and reporting network transport income and expenditure, ensuring safety standards are met, contracting with providers if necessary, contact with the Ministry or its Service Agents, etc) and what is the agreed level of that fee?
- *Procurement and Service Issues:* If the network intends to contract services, what is going to be the relationship with the operators and providers? For example, will the contract be with the Fundholder School Board or with all boards?
 - o What is going to be the network's policy on transporting ineligible students? Will fares be charged?
 - o How will the network record and manage complaints about the service quality or vehicle safety?

Extract 6

2 **CONFIRMATION**

Except as expressly varied by this deed, all terms of the Contract continue in full force and effect and are acknowledged and confirmed by each of the parties.

3 **EXTENSION OF TERM**

- 3.1 Pursuant to the extension contained in the Contract, the Ministry grants and the Contractor accepts an extension of the Contract for a second further term of three years from 1 January 2018.

