

**MEMORANDUM OF UNDERSTANDING
FOR
THE DELIVERY OF TRANSPORT SERVICES TO STUDENTS
ATTENDING NOMINATED ABORIGINAL PRIMARY SCHOOLS**

1 PARTIES

Department of Education
151 Royal Street
EAST PERTH 6004

Public Transport Authority
Public Transport Centre
West Parade
PERTH 6000

2 BACKGROUND

The Western Australian Government's Student Transport Assistance Policy defines the criteria for determining a student's eligibility for transport assistance and their entitlements.

Eligible students residing in rural areas are generally entitled to a free bus service or conveyance allowance to ensure they have reasonable access to school. With the exception of students with special needs, Metropolitan students residing within a defined public transport area are only entitled to travel on a bus to their school at a concession fare rate or the Government subsidised and controlled public transport network.

However, the Department of Education (Department of Education) may wish to provide specific students not eligible under the existing policy with free bus travel to specialist facilities. When this situation occurs, the Department of Education is required to self-fund a bus service to satisfy this requirement.

Specifically, the Department of Education offer selective programs to better serve the needs of and to improve educational outcomes for Aboriginal primary school students. Due to their age and personal circumstances, some primary school students attending dedicated Aboriginal schools have difficulty in travelling to school. Therefore, in an effort to facilitate improved attendance the Department of Education is committed to providing a transport solution that will encourage student attendance.

3 INTRODUCTION

This Memorandum of Understanding (Memorandum of Understanding) is designed to provide a framework for the supply of transport assistance to students attending the nominated schools.

This Memorandum of Understanding is not intended to create legally binding obligations between the parties, nor is it intended to be legally enforceable; it is rather, a statement of intent with respect to the agreement between the Department of Education and the Public Transport Authority.

It is intended that the nominated primary school facilities listed in this Memorandum of Understanding will not be expanded during the term of this agreement. However, notwithstanding this should the Department of Education require bus services to additional facilities the Public Transport Authority will consider expanding the number of schools covered by this Memorandum of Understanding.

4 SCOPE

The Public Transport Authority (Public Transport Authority), through its School Bus Services Branch is responsible for the delivery and management of aspects of the transport assistance provided by the Government to students under the Students Transport Assistance Policy.

Whilst the Department of Education acknowledges the need for self-funded bus services it is not in a position to manage the delivery of contracted school bus services. It is acknowledged and agreed that the Public Transport Authority is in a better position to manage the delivery of contracted school bus services.

This Memorandum of Understanding details the agreed arrangements between the Department of Education and the Public Transport Authority for the management and ongoing operation for all contracts associated with this Memorandum of Understanding.

The parties will hold annual review meetings to assess this Memorandum of Understanding and evaluate its implementation. The parties may agree to review this Memorandum of Understanding more frequently if required.

If contentious issues arise during the currency of this agreement regarding either the conditions or the scope, the appropriate representatives of the Chief Executive Officer of the Public Transport Authority and the Director General of the Department of Education will meet to discuss and resolve these issues.

Should any of the school bus contracts be terminated prior to their expiry date the Government has the option of purchasing the contract vehicles. If this were to occur the Public Transport Authority may liaise with the Department of Education with a view to the Department of Education purchasing the vehicles.

5. TERMS AND CONDITIONS

The Department of Education agrees to:

- funding for all contracted transport arrangements agreed to in this Memorandum of Understanding for the full contract term and any agreed extensions or variations to any or all contracts managed under this Memorandum of Understanding;
- pay to the Public Transport Authority the agreed ongoing administration fee for the full duration of this Memorandum of Understanding;

- to fund or administrate any other requirement not already covered under this Memorandum of Understanding;
- liaise with contractors to:
 - provide details of students in the form of lists (names, home and pick-up addresses) to the Public Transport Authority and the bus driver
 - provide route changes and/or new pick-up addresses to the Public Transport Authority and the bus driver in consultation with the relevant bus contractors;
 - determine which students are entitled to receive transport assistance;
 - develop appropriate strategies for dealing with students that are not met by parents/carers;
 - support the bus driver and bus aide in regard to managing seating plans appropriate students' behaviour while on the bus by providing and nominating a student bus monitor, where appropriate
 - and
 - liaise with parents to ensure they are aware of their responsibilities in relation to the picking up and dropping off students.
- ensure adequate supervision while the students are loading and unloading on the school site;
- advise the Public Transport Authority when route changes are made;
- liaise with the Public Transport Authority on contractual issues;
- provide cultural awareness training for non Aboriginal bus staff and Contractors, via the nominated schools;
- should the Public Transport Authority put an additional service in place at least 6 months notice is required before the start date for the service, or within a period agreed between the Department of Education & the Public Transport Authority¹. The information required by the Public Transport Authority will include, but may not be limited to information concerning:
 - transport provision needs, including number and size of school buses;
 - the details of students that are entitled to receive transport assistance (i.e. address information, medical conditions).
- have input into the Contractor's Safety Management Plan for the each bus service, (i.e. procedures to follow when parents are not at home to received their children and developing Medical Action Plans for students) and

¹ A shorter lead time will be considered due to operational requirements, however, it should be noted that any additional bus service procured in these circumstances could attract a higher cost due to the short notice involved and the availability of the appropriate vehicle required to provide the service.

- provide the Public Transport Authority with input into any formal disputes and performance reviews of contract staff when requested.

The Public Transport Authority agrees to:

Provide contracted school bus services to the following schools:

Djidi Djidi Aboriginal School – Bunbury
 Moorditj Noongar Community College Midland
 Queens Park Primary School (Manguri Kindergarten) – Queens Park
 East Kalgoorlie Primary School – Williamstown

- establish the contractual arrangements necessary to provide school bus services to transport nominated students to the nominated Aboriginal schools including determining the level of remuneration and approving the vehicles used;
- initiate and administrate school bus service contracts transporting students to and from the nominated primary Aboriginal schools;
- administrate payment of bus contracts for nominated students travelling to and from the primary nominated Aboriginal schools;
- in consultation with the relevant bus contractors maintain timetables and deal with route management;
- periodically issue invoices to the Department of Education for the cost of providing the bus services;
- ensure contractors are remunerated in accordance with their contracts;
- enforce all contractual obligations including compliance with *Working with Children (Criminal Record Checking) Act 2004 (WA)* to ensure service delivery is maintained and
- arrange for inspection of school buses used to provide the services (to be inspected in accordance with the Public Transport Authority inspection regime).

6. DURATION

Start Date: 01 02 2011

Termination Date: 01 02 2016

Duration: 5 years

The duration of this Memorandum of Understanding may be varied at any time by written agreement between the parties.

7. REVIEW AND EVALUATION

Timeline Annual

Annual Review Date 01 09 2011

Initial Review: 01 09 2011
Final Review: 01 09 2015

Modification

The parties may, as a result of reviewing this Memorandum of Understanding, agree to modify the conditions, working arrangements or any other aspect of this Memorandum of Understanding. Any modification must be by written agreement of both parties.

8. WORKING ARRANGEMENTS

The DOE and the Public Transport Authority will each nominate staff members to act as operational officers, who will have responsibility for implementing this Memorandum of Understanding and ensuring the effective delivery and administration of the transport services set out herein.

The Memorandum of Understanding manager for Department of Education is:
Ms Emmy Terry

A/Manager Facilities Operations Branch

The DOE operational officers are: Justin Grasso (9724 9444)
Djidi Djidi Aboriginal School – Bunbury
Bernard O'Hara (9374 8800)
Moorditj Noongar Community College

Midland

Paula Gray (94582837)
Manguri Kindergarten – Queens Park
Donna Bridge (90212542)
East Kalgoorlie Primary School –

Williamstown

The Public Transport Authority operational officers are: **To be confirmed**

The Public Transport Authority will nominate one of its officers to be the Memorandum of Understanding Manager, who will have responsibility for ensuring the overall effective functioning of this Memorandum of Understanding, including liaison with the Department of Education, performance delivery, problem resolution and organisation of review meetings.

The Memorandum of Understanding manager will be responsible for arranging the confirmation of any modification of this Memorandum of Understanding agreed to by the parties.

The Memorandum of Understanding manager for the Public Transport Authority is: **Manager School Bus Services**

(ATTACHMENT 1)

ADMINISTRATION FEE

The Administration Fee applies to the bus services provided by Public Transport Authority (Public Transport Authority) on behalf of Department of Education (DOE), under the Memorandum of Understanding which has been agreed by both parties.

Methodology:

The fee will be based on the following formula:

The cost structure is related only to SBS's wages bill which is currently \$2.738m per annum for 805 contracts. This equates to \$3400 per bus contract. Applying a 60% reduction for economies of scale reduces it to \$1360 per bus per annum.

Conditions:

The Administration Fee will:

1. Be charged at one fee per bus service per annum.
2. Be a flat rate that will be in place for the duration of the Memorandum of Understanding.

Bernard O'Hara (9374 8800)
Moorditj Noongar Community College Midland
Paula Gray (94582837)
Manguri Kindergarten – Queens Park
Donna Bridge (90212542)
East Kalgoorlie Primary School – Williamstown

The Public Transport Authority operational officers are: **To be confirmed**

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The Memorandum of Understanding manager will be responsible for arranging the confirmation of any modification of this Memorandum of Understanding agreed to by the parties.

The Memorandum of Understanding manager for the Public Transport Authority is:
Manager School Bus Services

Each party will keep the other informed of any and all matters relevant to this Memorandum of Understanding and its implementation, including any relevant changes to the departmental or operational policies of either party.

9. ENDORSEMENT

DOE Signature: 

Name: John Leaf

A/Deputy Director General Finance and Administration

Date: 10/3/2010

Public Transport Authority

Signature: 

Name: Mark Burgess

Executive Director for
Transperth System, and School Town Bus
Services and School Services

Title/Position: Executive Director, Transperth and School Bus Services

Date: 19/3/2010