

GENERAL TRANSPORTATION OF STUDENTS

Administrative Directive

Wolf Creek Public Schools has a mandated responsibility under the Alberta School Act and Student Transportation Regulation to arrange for the transportation of eligible resident students to schools operated by the Board. Wolf Creek Public Schools seeks to provide transportation to eligible students to and from school in a safe, economical, and efficient manner. It is important to recognize that this administrative procedure does not deal with special needs transportation guidelines. Those are covered in a separate administrative procedure (Administrative Procedure 550.2 - Transportation of Students with Special Needs)

Definitions

Eligible Student is a student or ECS child who resides 2.4 or more kilometers from the school to which he/she has been directed by the Division in accordance with the School Act and Student Transportation Regulations.

Ineligible Student is a student or ECS child who resides less than 2.4 kilometers from the school to which he/she has been directed by the Division in accordance with the School Act and Student Transportation Regulations.

Residence is defined and determined in accordance with the School Act. Specifically the residence of the student is the primary residence of the parent or legal guardian of the student. In certain circumstances court documents will determine the primary residence for the student and under the current School Act this always reflects the residence of the parent or legal guardian.

Procedures

1. Transportation of Rural Students

- 1.1 Transportation services will be provided for all Eligible Students who are resident within the attendance area and who are enrolled in the school to which they have been directed. Transportation service will only be provided from the residence of the Eligible Student to the designated school and back to the residence of the student **unless special application has been made by the parent or legal guardian under the guidelines of Appendix A550**. In these circumstances a student(s) can be picked up and/or dropped off at another location but only on the route the student(s) is registered to ride as established by the Wolf Creek Public Schools Transportation Department. This agreement is only in effect for the current school year and must be renewed annually. Once the form is filled out and delivered to the

Transportation Manager, the manager will contact the bus driver and the driver will contact the parents to discuss arrangements directly.

- 1.2 Transportation may be provided for In-eligible Students residing in a rural area, to the school they have been directed to attend, provided that there is room on the bus, the bus is not required to deviate from its normal route and safety considerations warrant such services
- 1.3 All distance measurements are currently made in accordance with the School Act and Student Transportation Regulation.
- 1.4 Rural students will receive gate service where practical. Gate service is the point of intersection of a private driveway and a municipal roadway. The Transportation Manager at his/her discretion may designate a bus stop location other than the property gate for reasons of safety relative to the specified pickup location itself or scheduling efficiency. This discretionary ability does not extend to extending the pickup and drop off point to another location on or off of the determined route unless the parent or guardian applies for such service under Addendum A550. Buses will not enter onto private property to pick up students. Exceptions to this may be considered in the following situations:
 - 1.4.1 Transportation of Special Needs students will be reviewed on an individual basis in accord with Administrative Procedure 550.2.
 - 1.4.2 Where stopping or turning the bus on the public roadway constitutes a significant safety hazard to students who are passengers on the bus. Under no circumstances will a bus enter private property prior to having a properly executed waiver of responsibility from the owner or tenant of the property involved.

Authority to grant these exceptions is the responsibility of the Transportation Manager.
 - 1.4.3 Rural acreages or subdivisions shall have designated school bus pick up and drop off zones for students who utilize the transportation system.
- 1.5 Where it is not practical or possible to provide transportation for an Eligible Student on a regular school bus route, the School Division and parent/guardian may enter into an agreement for the transportation of the student in accordance with the School Act and Student Transportation Regulation.
- 1.6 In accordance with the Motor Transport Act and the School Bus Operation Regulation a school bus may be used only for the following:
 - 1.6.1 To transport students to and from a school.
 - 1.6.2 To transport students, and other persons authorized in writing by Wolf Creek Public Schools to and from school picnics, school sport meets, educational field trips, special classes or similar school functions if:
 - 1.6.2.1 The trip has been authorized in writing by the Principal, and

1.6.2.2 The person who is operating the school bus has in his/her possession, on the bus, documents evidencing the approval referred to in sub-clause 1.6.2.1;

1.6.3 To transport an employee of the Division, who in the course of the carrying out of his/her duties, must travel on a school bus, if the transporting of that employee:

1.7.3.1 Is approved by the Superintendent or designate based on an approved form, and

1.7.3.2 Will not overcrowd the bus;

1.7 Students who reside in a Summer Village that is within the boundaries of Wolf Creek Public Schools are considered to be rural students.

2. Transportation of Urban Students

2.1 Eligible Students residing in urban areas shall be provided transportation service in accordance with the School Act and Student Transportation Regulation.

2.2 Ineligible Students residing within the corporate limits of the towns of Ponoka, Lacombe and Blackfalds may receive transportation service subject to the payment of a fee established annually by the Board of Trustees. This service will typically be provided to designated stops set up by the Transportation Department and no expectation should be inferred that it will be a service that picks up and returns students to their place of residence.

The amount of the fee established under this procedure shall be sufficient to cover the estimated cost of providing the urban transportation service during each year as provided in this procedure. In the event that the actual revenues collected exceeds the actual cost of providing the service in any given year the excess shall be applied first to any shortfalls experienced in preceding years and beyond that to reduce the fees charged in future fiscal periods.

2.3 Special needs students (in accord with Administrative Procedure 550.2) who require special transportation accommodation may be provided transportation services without fee, subject to Alberta Education eligibility requirements and availability of service providers.

3. Cross-Boundary Transportation

3.1 All students are directed to enroll and attend in a school designated by Wolf Creek Public Schools. Parents may choose to enroll students in schools outside their designated area subject to the provisions contained in the School Act. Where parents choose to enroll a student in a school other than their designated school transportation service will be provided only in accordance with the Student Transportation Regulation. Specifically service will only be provided where the student meets a bus at an established stop on a route operating in the attendance area for the school in which the student is enrolled.

“A bus on a route operating in the attendance area for the school in which the student is enrolled” shall be interpreted to refer to the regular education program and grade level being accessed by the student and not necessarily as the specific school building.

3.2 The following situations may be considered as exceptions to 3.1;

3.2.1 Special Needs student accommodation as per Administrative Procedure 550.2.

3.2.2 Transportation to French Immersion programming **where bus routes exist and space is available on those routes**. This would be limited to buses on regular routes from Blackfalds and in the City of Lacombe. Acceptance on a cross boundary bus route is determined on a year by year basis, there are no guarantees of service from year to year as the service is entirely dependent on available space which can change from year to year in all cross boundary situations.

4. E.C.S. Children

Busing service shall only be offered as part of the regular bus routes. Mid-day busing service will not be provided for E.C.S. students attending half-day programs.

References: Section 44, 45, 51, 52, 60, School Act
Student Transportation Regulation 250/98 (amended 125/2005)
Appendix A550 - Waiver & Release/Schedule A - Drop Off Location by Reference to Name of Landowner

Adopted: August 2004

**Revised: February 2009
August 2009
February 2015
September 2015
November 2016**

APPENDIX A550

WAIVER & RELEASE

STUDENT DROP OFF AT LOCATION OTHER THAN STUDENT'S HOME

IMPORTANT NOTICE

BY SIGNING THIS FORM YOU, THE NAMED STUDENT(S) AND OTHERS ARE GIVING UP THE RIGHT TO BRING LEGAL ACTION AGAINST THE BOARD OF TRUSTEES OF WOLF CREEK SCHOOL DIVISION NO. 72 AND ITS SERVANTS, AGENTS, EMPLOYEES, ELECTED OFFICIALS AND INSURERS.

RELEASE OF LIABILITY AND WAIVER OF RIGHT OF ACTION

WE, THE UNDERSIGNED RELEASORS, BEING THE PARENTS AND GUARDIANS OF THE STUDENT(S) NAMED HEREIN (Referred to in the signed portion of the agreement) AGREE TO BE SOLELY RESPONSIBLE FOR AND WAIVE ANY RIGHT OF ACTION ON THE PART OF EITHER OF US OR THE NAMED STUDENT(S) against The Board of Trustees of Wolf Creek School Division No. 72 (WCPS) and its servants, agents, employees, elected officials and insurers (the RELEASES) in respect of any injury, death, loss or damage that either of us or the named Student(s) may sustain directly or indirectly as a result of the named Student(s) being dropped off at a location other than their regular residence as arranged between the Releasors and the bus driver for their regular route.

In consideration of WCPS acceding to the request in Schedule "A" the undersigned agree:

- TO ASSUME AND ACCEPT ALL RISKS, whether foreseeable or not, arising out of, associated with, or directly or indirectly arising from the drop of the named Student(s) at the location described in Schedule "A", even though such risks may have been caused by the negligence of the RELEASES or any of them;
- TO BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH, LOSS OF ANY KIND, OR DAMAGE TO ME OR MY PROPERTY OR FOR ANY INJURY, DEATH, LOSS OF ANY KIND OR DAMAGE TO THE PROPERTY OF THE NAMED STUDENT(S), whether foreseeable or not, arising out of, associated with, or directly or indirectly arising from the drop of the named Student(s) at the location described in Schedule "A", even though such risks may have been caused by the negligence of the RELEASES;
- TO RELEASE, for themselves and the named Student(s), the RELEASES and their respective successors, assigns, heirs, and personal representatives, of and from any liability in respect of any costs, demands, claims, actions or proceedings of any kind, including claims for injury, death, loss or damage, (each a "Claim") whether those Claims are foreseeable or not, even though such Claims may have been caused by or contributed to by the negligence of any of the RELEASES, which the undersigned and the named Student(s) or any personal representative, heir, executor or administrator of the undersigned or the named Student(s), now has, ever had, or can, shall or may have in the future, in law or in equity or under any contract or statute, arising from or relating to the drop of the named Student(s) at the location set out in Schedule "A", and the undersigned, for themselves and the named Student(s) completely absolve the RELEASES of all responsibility for such Claims even though such Claims may have been caused by or contributed to by the negligence of any of the RELEASES.

The undersigned agrees that they have read and understood this Waiver and Release and have signed this Waiver and Release freely and voluntarily after taking such independent advice as each may have considered necessary.

Dated this _____ day of _____ 201__ at _____ in the Province of Alberta.

Parent Signature

Witness Signature

(Print Name)

Parent Signature

Witness Signature

(Print Name)

Names of Student(s)

(Print Name) - Student 1

(Print Name) - Student 2

(Print Name) - Student 3

(Print Name) - Student 4

NOTE: If the named Student(s) are over the age of 18 years of age the named Student(s) must complete the form instead of the Parents / Guardians.

NOTE: If only one Parent and Guardian signature appears, by signing this section, that person represents to WCSD that the said person has the authority to bind the other Parent and all other Guardian(s) of the named Student(s).