

ANGUS COUNCIL

HOME TO SCHOOL TRANSPORT

POLICY STATEMENT



Version 1.0 - November 2020

Next Review: November 2023

HOME TO SCHOOL TRANSPORT POLICY STATEMENT

Our Commitment

Angus Council is committed to providing a school transport service that meets the requirements of pupils, parents and schools.

We will work in partnership with all parties concerned to ensure that school transport services are operated in a safe and efficient manner. Parents / carers applying for school transport services for their child(ren) must read and accept the School Transport Conditions of Use which are noted in Appendix 1 of the policy statement. Parents / carers must also ensure their child(ren) are aware of the School Transport Code of Conduct which must be read prior to making an application. (See Appendix 2).

The council will ensure that the transport provided is operated as efficiently as possible, whilst at the same time meeting the needs of children and young people, parents and schools. Transporting a large numbers of pupils per year, we will endeavour to resolve any problems effectively and as speedily as possible.

Introduction

- 1.1 The council is formally required to co-ordinate the provision of school and public transport so as to meet the needs of the area in the most economic way. This will include the use of public bus services wherever possible.

All school contract services operated by vehicles of 16 passenger seats or greater, will tendered as two different lots.

Lot 1 will be as a dedicated school transport service, with lot 2 being a registered local bus service.

The bid which provides the Council with the best value will be awarded. If a contract is awarded on the basis of a registered service, this allows the Council to maximise the local bus service network, by enabling members of the public to access the service as fare-payers.

- 1.2 The Education and Lifelong Learning Directorate carries responsibility for all entitlement issues for primary, secondary pupils and for children and young people with additional support needs. School staff will escort children and young people with additional support needs to and from their respective vehicles and will work in tandem with transport operators to deal with pupil-centred issues on vehicles.

- 1.3 The Transport Team (Infrastructure Directorate) exercises management control over bus and taxi contracts and coordinates operational aspects of school transport provision.

Entitlement to Transport

- 2.1 In Scottish legislation, the undernoted pupils qualify for free school transport:
1. All pupils aged 8 years of age and under who live two or more miles from their catchment school;
 2. All pupils aged over 8 years of age who live three or more miles from their catchment school;
- In **Angus**, the following pupils qualify for free school transport:
1. In Angus all children attending primary school who live 2 or more miles from their catchment school and all young people attending secondary school who live 3 or more miles from their catchment school are entitled.
 2. Children and young people with Additional Support Needs or medical needs are considered on an individual basis.
- 2.2 Prior to pupils entering P1, S1, S5 and S6, parents / carers should complete an online application form for school transport. This form, when completed, will be forwarded to Education and Lifelong Learning for approval and subsequently passed to the Transport Team who will be responsible for making all the necessary transport arrangements.
- 2.3 For pupils who qualify due to their additional support needs, parents should ensure that an online application form and pupil travel passport for school transport is completed prior to entry to each new school and thereafter annually. The application form / pupil travel passport when completed will be forwarded to Education and Lifelong Learning for approval and subsequently passed to the Transport Team which will be responsible for making all the necessary transport arrangements.
- 2.4 The qualifying distance for eligibility for assistance with transport is measured from home to school by the shortest suitable walking route. In determining whether a route is suitable, it is expected that a child will be accompanied by a responsible adult when walking to / from school. In any case of dispute over the distance between home and school, the home-school transport appeals process is used as set out in Section 7.
- 2.5 It should be noted that where any placing request is granted, the parents accept full responsibility for the arrangement and cost of travel to and from school.

Privilege Places

- 3.1 A privilege place can be offered on request in the following circumstances to:
- A pupil who does not qualify for free transport on distance grounds or is not attending their catchment school; AND
 - The vehicle on contract hire to the Council has vacant seats; AND
 - No expense falls upon the Council in acceding to the request.

Privilege places may be withdrawn at any time in the event of those seats being required for entitled pupils.

- 3.2 In the event that more privilege places are requested than the number of spare seats available, priority shall be given to:
1. Those attending their catchment school over those attending an alternative school by placing requests;
 2. Amongst those attending their catchment school, distance from home to school. Those at the furthest distance will be prioritised, although a pupil already allocated a privilege place will not be displaced by another privilege place during the academic year.
- 3.3 All privilege places must re-apply using the online form on an annual basis. Privilege places will only be allocated once applications for entitled pupils have been dealt with prior to the start of the session in August. This may incur delays at the start of term and parents will be responsible for transport arrangements until a decision on the privilege place is made.

Summary of Operational Practices

- 4.1 The council determines the optimum network of routes and the best form of contract and for the allocation of individual pupils to those routes. If establishment hours allow, routes are sometimes arranged to serve more than one school.
- 4.2 Contracts are generally awarded for a period of three years and are phased for renewal on a rolling basis so that in each year about one third of contracts are re-tendered.
- 4.3 Where contractors operate vehicles with more than eight passenger seats, the contractor shall:
- (a) At all times hold a current Public Service Vehicle (PSV) Operator's Licence issued by the Traffic Commissioner.
 - (b) Ensure all drivers who drive such vehicles possess a current Driver's Licence with entitlement which covers the category of vehicle being driven.
 - (c) Ensure all PSV drivers undertaking school transport duties for Angus Council undergo PVG checks and are issued with Angus Council photo ID Badges if deemed suitable to drive school transport vehicles.

(d) Ensure mini-buses with between nine and sixteen passenger seats have lap and diagonal seat belts fixed for each passenger seat position.

(e) Ensure vehicles with nine or more passenger seats display school bus signs, as specified in legislation, on journeys conveying pupils to / from school. In such cases, hazard warning lights must be used while pupils are boarding or alighting.

- 4.4 All drivers and escorts (for vehicles of any size) must undertake Child Protection Training annually.
- 4.5 The Council will:
- (a) Make all decisions regarding which pupils, including privilege places, are conveyed, and to which contract they will be allocated.
 - (b) Not alter contract routes to accommodate the transport needs of privilege users.
 - (c) Offer a parental mileage allowance where there is no established route (usually remote rural areas) or capacity is not available. The mileage rate payable is the amount determined by the Director of Education and Lifelong Learning as being reasonable reimbursement of car operating expenses. Mileage rates are not individually negotiable.
- 4.6 No unauthorised person(s) should travel on a contract vehicle, only the pupils allocated.

Walking Distances and Time Constraints to Pick up/Drop off Locations

- 5.1 The following maximum walking distances are observed:
- (a) primary pupils will not be required to walk more than two miles and secondary pupils will not be required to walk more than three miles to reach a school transport boarding point;
 - (b) where a route is linear, the child uplifted first will be uplifted as near to the child's home as practicable, given the size of the vehicle in use and the availability of public roads;
 - (c) if, due to a child's home location, the child would have to walk on private land, greater distances than those specified in (a) above, a parental mileage allowance may be offered;
 - (d) except in the case of certain pupils with Additional Support Needs or pupils with severe mobility problems, a pupil will receive transport from / to a point on the public road in the vicinity of their home.
- 5.2 In most villages, children are uplifted from one or a small number of recognised pick-up points. If pupils are using a local bus service, they may board the bus at any marked bus stop. Outside villages, pick-up points are determined by the Transport Team.

- 5.3 The following time constraints are observed:
- (a) In appropriate cases pupils in primary schools will share transport with that associated with secondary school pupils;
 - (b) Where possible, a circular route will be arranged so that the pupils uplifted first in the morning will be taken home first in the afternoon (and vice versa) provided that no additional cost is incurred by doing so.
- 5.4 No specific limit is set to the overall length of day for a pupil from leaving home to returning there.
- 5.5 Transport is not provided for pupils to travel to / from their home at lunch times.
- 5.6 Transport is not provided for pupils travelling to / from a place other than their registered place of residence (as indicated on their SEEMiS record).
- 5.7 If a child or young person changes address during the session, a new online transport application form is required. In the event that a child moves out of the catchment area but remains at the same school, transport will not be provided.

Safety, Conduct and Supervision

- 6.1 The Council provides a seat for every child who has been authorised to travel. It is very important that pupils travel on the vehicle to which they have been allocated. Where more than one vehicle is operating from the same area to a child's school, the child must be fully aware of which vehicle to board. It is important that pupils follow the instructions of drivers.
- 6.2 The Code of Conduct found at Appendix 2 sets out the expectations on all children and young people who access school transport services. Parents / carers must confirm they have shared this code with their child(ren) when making an application for school transport.
- 6.3 Any breaches of the Code of Conduct will be dealt with in accordance with the Disciplinary Process set out in Appendix 3.
- 6.4 The Council has developed a set of Emergency Procedures which are provided to all school transport operators.
- 6.5 All school transport vehicles carry a mobile phone or equivalent communication device for emergency use.
- 6.6 It is our expectation that transport operators and children and young people accessing these services comply with all public health advice relating to school transport services.

- 6.7 Smoking by any person on a school conveyance contract vehicle is forbidden. Drivers / escorts will ensure that this is enforced.
- 6.8 Appropriate arrangements will be made by schools to facilitate the safe alighting / boarding of pupils from / onto school transport. Children and young people must show passes when boarding the vehicle on every journey, failure to show the pass or a letter of authorisation from the school when requested will be treated as a breach of the Code of Conduct.
- 6.9 All contractors and staff must adhere to all legislation requirements regarding the maintenance and operation of school transport vehicles.
- 6.10 The Council monitors various aspects of school transport provision, in particular, service reliability and adherence to the contract specification, including the size and type of vehicle(s) allocated to the service. In addition, Council staff monitor service performance in terms of: the cleanliness of the vehicle; whether the vehicle is heated and/or suffering from excessive condensation; the condition of the interior and seats; and, the conduct of staff.
- 6.11 Should you wish to make a complaint or provide any other feedback regarding any aspect of the school transport service please contact the Accessline via 03452 777 778 or via the website:
https://www.angus.gov.uk/contact_the_council

APPEALS PROCEDURE

- 7.1 If you think your transport entitlement decision may be wrong please contact the Accessline (03452 777 778) during office hours. We will confirm your entitlement and an exact measurement and route map can be provided if required. If you remain dissatisfied with the measurement or route taken you can appeal in writing to the Director of Education and Lifelong Learning (childrenandlearning@angus.gov.uk) .
- 7.2 Parents have the right of appeal against any refusal to provide transport where the appeal is based on road safety. If you wish to submit an appeal on this basis please do so in writing to the Director of Education and Lifelong Learning as above.
- 7.3 Where an appeal is made on safety grounds the case will be considered against agreed measurable criteria. A site visit will be carried out by council officers from the Education and Transport Services. Where appropriate, Police Scotland and other partners may also be invited to attend. Using a standard form, an assessment will be made of the route and a decision reached as to whether transport should be provided on safety grounds. A copy of the assessment will be provided as part of correspondence regarding an appeal. Please note that when making an appeal it is assumed that a child will be accompanied by a responsible adult when walking to / from school.

- 7.4 Appeals on safety grounds will not be considered where the route is already covered by a public service bus.
- 7.5 Parents / carers may also appeal on medical grounds. Appeals should be made in writing to the Director of Education and Lifelong Learning as above. Please note that you will be required to supply evidence of a medical need as part of the process.
- 7.6 Where a pupil resides within a tenth of a mile of the 2 mile (Primary) and 3 mile (Secondary) travel limits for free school transport then, a parent/carer can request a physical re-measure of the travel route should they have been refused free school transport. This appeal will be undertaken by an individual not involved with the original decision and placed with an appropriate Service Leader for final determination.
- 7.7 We will also consider safety appeals regarding the walking route to / from a pick-up point. The process for doing so will be as set out in 7.3 above.
- 7.8 Appeals will not be considered for pupils attending a school as a result of a placing request.

Early Closure and Adverse Weather

- 8.1 On the last day of term prior to the Christmas holidays, and on the last day of summer term, all schools have official permission to close at 3.00 pm. School transport operators have been advised to uplift all children within thirty minutes of the early school closure time (whenever practicable).
- 8.2 The Transport Team have advised all operators of their responsibilities during periods of adverse weather conditions. The operator will liaise with parents, schools served and escorts, regarding the operation and routing of vehicles. The driver has the authority to use his / her own discretion to decide whether a road is passable or not.
- 8.3 A driver may, in adverse weather conditions, abandon a morning journey and return all pupils already picked up to their pick-up point and into the care of a responsible adult. In the event this happens the Council will make all reasonable efforts to contact the parents / carers of affected children via Groupcall. Where a parent / carer then chooses to transport their child(ren) to school themselves, they will also be responsible for collecting them in the afternoon.
- 8.4 Since many transport arrangements serve more than one school it is essential that schools co-operate regarding emergency closures. If a school decides to close early, school transport operators will respond as soon as practicable after notice of the closure is given but this may take some time. Likewise, operators may also request that homeward journeys operate earlier than usual if weather

conditions are deteriorating. Operators and schools / colleges should liaise directly concerning the issue of early closures. Any changes to transport services will be communicated to parents / carers via Groupcall. In the case of children attending a school out with Angus e.g. Kingspark, the school will contact the parent directly.

- 8.5 On homeward journeys, pupils should always be set down at the usual set down point. If in adverse weather conditions the contract vehicle is unable to take pupils to that point, the pupils will not be allowed to walk home without the accompaniment of a responsible adult. If this is not feasible, the operator should contact the Transport Team for advice. An alternative venue has been identified for each contract and in these circumstances the children and young people will be placed in the care of the head teacher(s) or other nominated person. In the case of children and young people with Additional Support Needs, it is very important that the operator and school(s) have agreed appropriate set-down arrangements with each pupil's parent / carer.
- 8.6 In the event that transport becomes stuck because of blocked roads, pupils should wait on the vehicle until rescue can be organised. If the circumstances are deemed to be dangerous, the pupils should be guided in an orderly manner to a place of safety.

Pupil Lists and Travel Passes

- 9.1 A number of children who will be entitled to transport will start school during the academic year. Whilst these pupils' online application forms are being processed (this may take up to five working days), they can receive conveyance after being issued with a letter of authorisation from their school after consultation with the Transport Team. In the case of children and young people with Additional Support Needs, the Transport Team must be consulted regarding the transport arrangements to be offered.
- 9.2 Travel passes are distributed to pupils by their schools on the first day of the new session. Operators will be provided with a passenger list and will allow all listed pupils to travel to school on the first morning without a travel pass.
- 9.3 The travel passes will be checked on each journey and only those pupils with a valid travel pass will receive free conveyance. Pupils who lose their travel passes, or whose passes become defaced or illegible, will be required to obtain replacements from the Transport Team and, whilst waiting for a replacement pass, the pupil's school should provide a letter of authorisation to allow transport to continue. A replacement travel pass is available to purchase at £2.50 for a school pass and £5.00 for a college pass. This can only be purchased through the lpay system.

Pupils who claim they have lost their travel pass will not be refused access to the school vehicle on their school-bound journey but will be told to obtain a letter of authorisation prior to their homeward journey. Pupils who repeatedly fail to show their travel pass will be in breach of the Code of Conduct.

- 9.4 Every pupil who has been authorised to travel on a local bus service in Angus will be issued with an appropriate travel pass. The standard School / College Travel Pass will be used for all services. Travel passes are not issued to pupils travelling on Additional Support Needs contracts.
- 9.5 If any pupil in possession of a travel pass is required to undertake either leg of their daily return journey to / from school/college outside the usual school / college transport travel times (eg during examination periods, or due to illness), the pupil concerned must be in possession of a letter of authorisation from his / her head teacher. If a child is not in possession of an authorising letter he / she will be charged the appropriate bus fare. Season tickets valid for travel on the route of one bus company cannot be used on another company's buses travelling on the same or similar route.
- 9.6 Travel passes issued for use on school contracts are not valid for use on local bus services.
- 9.7 If a pupil in receipt of free school transport (or who has applied for transport) leaves school, it is a formal requirement that the school advise the School Travel Co-ordinator. Any travel passes should also be returned.
- 9.8 If a pupil repeats a year, schools should notify the Transport Team so that the pupil's school transport record can be amended accordingly.

Additional Support Needs Contracts

- 10.1 Whilst the parent / carer of each pupil is responsible for accompanying the pupil between their home and the vehicle. The driver or escort is specifically responsible for helping each pupil in boarding and alighting from the vehicle. Physical assistance will be given if requested by the pupil or his / her parent / carer.
- 10.2 Unless instructed to the contrary, where an escort is provided, they will sit in the rear of the vehicle where they can best supervise the pupils in their care.
- 10.3 If a pupil is not ready to join the contract vehicle when it arrives at the usual pick-up time in the morning, the vehicle is expected to wait for up to five minutes. If, however, this happens on more than one occasion, the Transport Team must be notified so that, with a view to preventing similar occurrences in future, the parents can be contacted.
- 10.4 On arrival at the school / college, the driver / escort will ensure the pupil(s) pass into the care of a responsible member of staff, as instructed by the head teacher of the school / college concerned. For the return journey, the contractor will follow the instructions issued by the head teacher and / or Transport Team regarding pick-up arrangements at the school / college.

- 10.5 If on the contract's return journey there is no one at home to receive a pupil, for safety reasons the escort / driver must not leave the pupil alone or with a neighbour, unless specific approval for the latter has been previously given by the parent, the school / college, or the Transport Team. If no such arrangement exists, the escort / driver should immediately notify the Transport Team of the situation and the contract vehicle will then proceed with the remainder of the route. After the last point on the route has been served, the contract vehicle will return to the pupil's home and, if there is still no one to receive him / her, the Transport Team should again be contacted for instruction on the appropriate course of action.
- 10.6 The driver and escort have been advised to be particularly sensitive when communicating with the children and young people who have been identified as having an additional support need. The pupil's Travel Passport contains information on each pupil, giving clear advice to the driver/ escort on how best to communicate and intervene should the pupil become distressed or unwell during the journey. For children who are unable to communicate verbally, the passport also contains information on the pupil's likes and dislikes in order to best support them during their travel. In addition, operators have been instructed to respect the confidentiality of information they receive about children and young people and their additional support needs.
- 10.7 Operators have been instructed that children must never travel on the lap of an adult.

Appendix 1 – Conditions of Use

1. Parents/carers are responsible for supervising their children to/from their designated point for pick-up/drop-off, and until they board or alight the vehicle. They are also responsible at all times for determining whether it is appropriate to allow children to wait unaccompanied at the bus pick-up point.
2. Walking routes to designated pick-up/drop-off point are determined to be safe when accompanied by a responsible adult. This may involve crossing roads or following routes with no designated pavements.
3. There may be exceptional circumstances when school transport services are delayed or fail to arrive. If this happens, we will make all reasonable efforts to contact parents/carers to inform them of delays and provide any relevant updates. We will also provide updates to the relevant school(s).
4. Parents are responsible for the behaviour of their children while travelling and while at designated pick-up/drop-off points. Children and young people should be made aware of the behaviour code available at Appendix 2.
5. The council assumes full responsibility for the safety of children and young people while travelling on vehicles contracted to provide school transport.
6. Children and young people may only travel on school transport services once confirmation of arrangements has been received from the Transport Team.
7. Children and young people must have bus passes ready for inspection on all journeys. Drivers may withhold access to school transport vehicles if bus passes are not shown.
8. Video camera surveillance may be in operation on vehicles. When this is the case, under the conditions of contract, operators are obligated to comply with data protection legislation on the retention of all data. Condition 59 (n) explains:
the Council reserves the right to install a video camera / image recording device on the contract vehicle in order to address problems of misbehaviour/vandalism/parental concern. The cost of said installation will be met by the Council. The Contractor will ensure that the recording device is used at all times when the vehicle is undertaking the Contract, no additional sum may be charged by the Contractor. The Contractor will comply with the Data Protection Legislation including the CCTV Code of Practice issued by the Information Commissioner together with the CCTV User Guidelines as issued by the Council's Schools & Learning service which shall be made available to the Contractor. Without prejudice to the foregoing, the Contractor shall not use any of the images or other data relating to the images for any purpose and/or release same to any third party without the prior written agreement of the Council.

In instances where the Contractor fits their own recording equipment the Contractor undertakes to comply with the requirements of this Clause.

9. It should be noted that in cases of extreme or persistent misbehaviour, the council reserves the right to suspend free travel facilities. When this happens all transport arrangements become the responsibility of parents/carers. Further information is available in Appendix 2.
10. Should you wish to make a complaint or provide any other feedback regarding any aspect of the school transport service please contact the Accessline via 03452 777 778 or via the website:
https://www.angus.gov.uk/contact_the_council
11. The council will not accept liability for any loss or damage to personal property carried on school transport contract vehicles.
12. Contract drivers may refuse to carry large or bulky items such as musical instruments or may require that they are stowed in the luggage hold.
13. Parents/carers are responsible for ensuring their children adhere to any necessary public health advice relating to school transport. Where a child should be considered exempt from any regulations it the responsibility of parents/carers to inform the school transport provider.

Appendix 2 - Code of Conduct

This Code of Conduct is applicable to all children and young people when travelling on transport services organised by Angus Council. As well as covering home-to-school transport, the code also applies to transportation for school trips, attendance at college, sporting events and any other activities specified by the council.

Parents / carers are responsible for ensuring that children and young people behave appropriately at school transport pick-up / drop-off points. Where concerns regarding behaviour at these points are received, they will be passed on to schools for their information.

Code of Conduct

1. Children and young people are required to wear a seat belt for the duration of the journey on contract vehicles.
2. In the event of a vehicle breakdown, or other emergency, children and young people must take action as instructed by the vehicle driver or escort.
3. Children and young people must not distract the driver in any way.
4. Children and young people must not engage in inconsiderate behaviour whilst travelling on school transport services. This includes engaging in verbal or physical aggression towards the driver and other travellers.
5. Children and young people must not damage the vehicle or tamper with fixtures and fittings in any way.
6. Children and young people must not chew gum or leave litter on the vehicle.
7. When behaviour issues have been identified, children and young people may be required to sit in a designated seat on the vehicle.
8. Children and young people travelling on school transport must have bus passes or a letter of authorisation available for inspection by the driver.
9. Children and young people must comply wherever possible with all public health advice regarding travel on school transport services.
10. Some children and young people travel on public transport including service buses and trains. This behaviour code applies in these circumstances.

Any breaches of the above Code of Conduct may result in disciplinary action being taken. The bus driver and any other authorised person (such as an escort) have the authority to report breaches in discipline to the relevant school. Please see Appendix 3 for full details of the disciplinary procedure.

Appendix 3 – Disciplinary Procedure

Breaches of the Code of Conduct will be managed as appropriate by drivers, escorts and senior school staff.

Drivers/escorts have been instructed not to eject a school pupil from a vehicle for misbehaviour. In a severe case of inappropriate behaviour which affects the safety of the vehicle and/or other passengers, the driver/escort will seek assistance from school staff or the police.

Registered bus routes have the right to bar disruptive passengers and contracted school transport providers similarly have the option to refuse to carry passengers who have previously demonstrated inappropriate behaviour in consultation with the Council.

The Council will assist contractors in identifying pupils who damage or deface vehicles and support any reasonable action taken against a pupil who is found to be behaving in this way. Equally we will support pupils, parents and schools if they have a justifiable complaint against the contractor or operational staff.

Disciplinary Procedure

Any child or young person who has been identified as breaching the above Code of Conduct will be subject to the following procedure:

Informal

In the first instance the driver/escort will warn the pupil(s) about their behaviour and ask them to cease. In cases of more serious, or repeated, inappropriate behaviour the driver/escort will take all reasonable steps to identify the pupil(s) concerned.

In the event of repeated inappropriate behaviour, the driver / escort will:

- (a) Ask for and retain the pupil's season ticket or travel pass (where issued) as proof of identity.
- (b) Report the incident by completing a Report Form and passing a copy to school, Transport Team and Schools and Learning Transport Co-ordinator.

Stage 1

On the first reported occasion the pupil will be given a warning by a senior member of the school staff. A note of this will be made on SEEMIS and communicated to parents / carers.

Stage 2

On the second reported occasion a recommendation may be made to suspend the pupil's bus pass for a period of time (minimum two days, maximum two weeks, depending on the nature of the breach). Other measures may also be considered

including a requirement to sit in a designated seat on the service. Any action will be noted on SEEMiS. Parents / Carers will be informed in writing of the decision and will be responsible for making alternative transport arrangements during suspension periods.

Stage 3

On the third occasion, a recommendation will be made to suspend the pupil's bus pass for a period of time. The length of the suspension will depend on whether there has been a previous exclusion at stage 2. Suspensions will be for a minimum of two days. The pass may be reinstated after that minimum period. Any action will be noted on SEEMiS. Parents / carers will be informed in writing of the decision and will be responsible for any alternative transport arrangements during the suspension period.

Final Stage

If there are further incidents, access to school transport may be permanently revoked. Where this happens parents / carers will be informed and are fully responsible for making alternative arrangements.