

Agenda
Joint Board Consortium
Electronic Meeting
York Region District School Board
York Catholic District School Board
Thursday May 28, 2026
4:00 p.m.

Page

1. 2025-2026 Joint Board Consortium Committee Membership Trustee:
 - Trustee M. Chen - YR
 - Trustee R. Kolosowski - YR
 - Trustee R. Lynn - YR
 - Ministry of Education Supervisor C. Kormos - YC
2. Approval of Agenda
3. Declaration of Conflict of Interest
- 3 - 5 4. Approval of Minutes - October 8, 2025
5. **BUSINESS ARISING FROM THE MINUTES**
 - NIL Report
6. **INFORMATION ITEMS**
 - 7 - 8 (a) School Vehicle Cancellation Pilot *N. Smith*
7. **DECISION ITEMS**
 - 9 (a) Proposed Meeting Scheduled 2026-2027 *N. Smith*
 - 11 - 32 (b) Student Transportation Services Operations Agreement *N. Smith*
8. **ADJOURNMENT**

**YORK REGION DISTRICT SCHOOL BOARD (YRDSB)
YORK CATHOLIC DISTRICT SCHOOL BOARD (YCDSB)**

**MINUTES OF THE PUBLIC SESSION
JOINT BOARD CONSORTIUM**

The Joint Board Consortium meeting was held electronically on Wednesday, October 8, 2025 at 4:00 p.m.

PRESENT:

YRDSB Trustees: M. Chen, R. Kolosowski and R. Lynn

YRDSB Staff: B. Cober, K. Diakiw, N. Gunathunge and V. Maharaj

YCDSB Trustees: E. Crowe, A. Grella and A. Saggese

YCDSB Staff: J. De Faveri, G. De Girolamo, C. McNeil and J. Sarna

STSYR Staff: K. Brown, M. Hannah and N. Smith

Presiding: YRDSB Trustee R. Kolosowski

Recording Officer: L. Toniutti

Also in Attendance: YRDSB Trustees C. Butterworth and E. Cohen
YCDSB Trustees M. Iafrate and Student Trustee S. Cuesta
YRDSB Administrative Assistant, Trustee Services S. Infanti
STSYR Administrative Assistant L. Toniutti
OECTA Second Vice-President P. Chiarella

CALL TO ORDER

YRDSB Trustee R. Kolosowski called the meeting to order at 4:06 p.m.

DECLARATION OF CONFLICT OF INTEREST

There were no conflicts declared by trustees at this time.

APPROVAL OF AGENDA

The agenda was approved by common consent, as written.

APPROVAL OF MINUTES

There were no changes or objections to the March 5, 2025 minutes of the Joint Board Consortium (Public Session) meeting. The minutes were approved, as written.

BUSINESS ARISING

There was no business arising from the minutes of the March 5, 2025 meeting.

DECISION ITEMS

There were no decision items at this time.

INFORMATION ITEMS

September 2025 Start-Up Report

Student Transportation Services of York Region (STSYR) Manager, N. Smith provided Committee members with an update on the September 2025 Start-Up.

The 2025-2026 start-up was a significant transitional period, as it represented the first year of the 70-passenger and 24-passenger service agreements. STS staff anticipated challenges as the system adjusted and worked diligently to ensure a smooth start to the school year including:

- increased operator engagement;
- additional in person meetings to review contract changes;
- live route information provided through BusPlanner Web in July;
- bi-weekly meetings with school bus operator management throughout the summer; and
- staff visits to all operators starting new service agreements to confirm facilities and equipment were in place.

Service levels during the first three weeks remained consistent to the same period last year. On-time performance and excessive delays, greater than 30 minutes, also increased.

STSYR staff will continue to work with operators, schools and Boards to address service concerns and ensure expectations are met.

Updated Student Transportation Services Operations Agreement

STSYR Manager, N. Smith provided Committee members with an update on the progress of the revised Student Transportation Services Operations Agreement based on MNP audit recommendations and evolving needs of the school boards.

MNP provided a comparative analysis and developed a series of recommendations and best practices from the Toronto Student Transportation Group, Student Transportation of Peel Region and STSYR.

The draft incorporates these recommendations and initial steps which have already been implemented in advance of the new agreement including;

- revisions to administrative and overhead expenses based on ridership; and
- transitioning some staff positions from the employment of the YCDSB to the YRDSB.

A final version will be available for approval at the next Joint Board Consortium meeting.

ADJOURNMENT

Committee Chair R. Kolosowski noted there was no further business and the Joint Board Consortium (Public Session) meeting was adjourned at 4:25 p.m.

MEMO TO: Joint Board Consortium
FROM: Administration
DATE: May 28, 2026
SUBJECT: School Vehicle Cancellation Pilot

Executive Summary:

The purpose of this report is to inform the Joint Board Consortium (JBC) of the School Vehicle Cancellation pilot procedure introduced by Student Transportation Services of York Region (STSYR) in January 2026.

Background:

To ensure the safety of students, school vehicle service may be cancelled from time to time due to inclement weather, extreme temperatures, and/or poor road conditions. Historically, STSYR procedure applied school vehicle cancellations on a region-wide basis, meaning that if conditions warranted a cancellation in any part of the region, all school vehicles across York Region would be cancelled.

STSYR and its member school boards have received feedback and inquiries from families indicating concern that weather conditions can vary across the region. Therefore, the decision to cancel or operate school vehicles does not always reflect the specific weather conditions experienced in all parts of the region.

In response to this feedback, STSYR introduced a pilot procedure in January 2026 that allows for more localized school vehicle cancellations with a Service Area approach.

School Vehicle Cancellation Pilot:

Under the School Vehicle Cancellation pilot, the region has been divided into two Service Areas:

Service Area	Boundary	Communities
Georgina Service Area	North of and including Ravenshoe Rd	Georgina
Southern Service Area	South of Ravenshoe Rd	East Gwillimbury, Whitchurch-Stouffville, Markham, Newmarket, Aurora, Richmond Hill, Vaughan, King

The introduction of Service Areas allows STSYR and its member school boards to make school vehicle cancellation decisions either region-wide or within a single Service Area.

If school vehicles are cancelled for a specific Service Area, all runs servicing schools located within that Service Area will not operate. All bus stops located within the cancelled Service Area will not be serviced, even if the stop is intended for a school located in the other Service Area.

Some runs may include stops in both the Georgina and Southern Service Area. In these circumstances, if the Georgina Service Area is cancelled, the run will not service stops that are located in the Georgina Service Area, but stops located in the Southern Service Area will continue to be serviced (and vice-versa).

Next Steps:

Administration intends to review the pilot program in the spring of 2026 and discuss the operational impacts with key stakeholders. The review may result in a continuation of the current pilot procedure, an amended version of the pilot procedure, or a return to the region-wide model.

The revised 2026-27 School Vehicle Cancellation procedure will be presented to the JBC at the October 2026 JBC meeting.

Summary:

In response to stakeholder feedback, in January 2026 STSYR introduced a School Vehicle Cancellation pilot procedure that allows for more localized decisions with a Service Area approach. The pilot program allows STSYR and its member school boards to cancel school vehicles either region-wide or within a single Service Area during inclement weather events. The pilot program will be reviewed in the spring of 2026. Administration will present the 2026-27 School Vehicle Cancellation procedure at the October 2026 JBC meeting.

MEMO TO: Joint Board Consortium
FROM: Administration
DATE: May 28, 2026
SUBJECT: Proposed 2026-27 Meeting Schedule and Locations

Executive Summary:

This report intends to provide the Joint Board Consortium (JBC) with a proposed meeting schedule for the 2026-27 school year.

Background:

The JBC meets three times annually to provide governance oversight for Student Transportation Services of York Region (STSYR).

Recommendation:

THAT the JBC approves the following meeting dates and locations for the 2026-27 school year:

- Wednesday, October 14, 2026, at the York Catholic District School Board;
- Wednesday, March 10, 2027, at the York Region District School Board; and
- Wednesday, May 12, 2027, at the York Region District School Board.

MEMO TO: Joint Board Consortium
FROM: Administration
DATE: May 28th, 2026
SUBJECT: Student Transportation Services Operations Agreement

Executive Summary:

The purpose of this report is to present the final revised Student Transportation Services of York Region (STSYR) Operations Agreement for consideration by the Joint Board Consortium (JBC). The revised agreement incorporates the recommendations identified through the MNP third-party review, as well as feedback received since the draft agreement was presented at the October 8, 2025 JBC meeting. Administration recommends that the JBC approve the final STSYR Operations Agreement (Appendix A).

Background:

At the March 5, 2025 JBC meeting, Administration presented a report outlining the results of a third-party review and comparative analysis of transportation consortia operations agreements. Based on this review, the JBC directed Administration to draft an updated STSYR Operations Agreement that reflects the recommendations identified and the evolving needs of the school boards.

At the October 8, 2025 JBC meeting, Administration presented the draft Operations Agreement for review and comment, with a commitment to return to the JBC with a final version for approval at the March 2026 meeting.

Operations Agreement:

Following the October 8, 2025 JBC meeting, Administration reviewed feedback received from the JBC and the Boards, and amended the draft Operations Agreement. The revisions made to the Agreement are intended to improve clarity, strengthen the terms, and align with current provincial direction.

The following amendments have been made since the October 2025 draft:

Preamble

Minor revisions were made to the WHEREAS statements to strengthen the language and improve clarity. The revisions do not alter the intent of the statements.

Definitions

Minor revisions were made to several definitions to improve clarity and consistency throughout the document. Personal Information and Confidential Information were formally defined.

Purpose

Language was refined to strengthen the section. The revisions made do not alter the original intent of the section.

Governance Structure

The meeting frequency of the Operations Committee has been amended. Specifically, the Operations Committee will meet as required, to ensure Consortium operations are effectively managed and remain aligned with the strategic goals recommended by the Governance Committee and approved by the Boards.

Dispute Resolution

Language was adjusted to improve consistency throughout the document. The timelines related to mediation and arbitration were adjusted to reflect typical dispute resolution processes.

Indemnification

Language was expanded to provide additional detail and to further clarify the existing terms.

Term and Early Termination

The length of the Agreement term has been defined. The inclusion of a Term and Early Termination clause is a standard practice that allows the member parties to pause the Agreement and renegotiate terms if required. While the Ministry of Education does require the establishment of transportation consortia involving all coterminous school boards, this clause allows the member Boards to amend the Agreement in response to evolving operational, financial, or policy needs over time.

Personal Information, Confidentiality and Information Management

Language remains to be adjusted to strengthen the Agreement and align with applicable privacy legislation as well as standard information management practices. As of now, both Boards are in the process of reviewing suggested language to adhere to provincial privacy requirements and that language will be added to the Agreement as an addendum once both Board's operations committee has signed off. Once completed, a Data Processing addendum will be incorporated into the Agreement as a schedule.

Miscellaneous

Additional standard contractual provisions were included to strengthen the Agreement.

Schedule A- Operations Committee

Language in the responsibilities of the Operations Committee has been amended to improve clarity and align with current procedures. Specifically, the Operations Committee's responsibility

to review and establish school bell times. Meeting frequency has been amended to ensure consistency throughout the Agreement.

Schedule B- Governance Committee

Language in the responsibilities of the Governance Committee has been amended to better reflect governance oversight. Specifically, the Governance Committee's responsibility to ensure the Consortium's activities remain consistent with its approved goals and priorities.

Schedule E- Support Services

Language in the Human Resources sub-section was amended. Specifically, as positions become vacant or new positions are created, employment assignments may be made to either Board, as determined by the Operations Committee.

Language and a table were added to outline the agreed administrative support services, the applicable rate of compensation, and the primary Board responsible for services provided to the Consortium. These costs will be reviewed on a biennial basis. In the intervening years, the costs will be adjusted annually in accordance with the year-over-year percentage change in the Consumer Price Index for Ontario. The Boards acknowledge that the cost of support services defined under this Schedule, may vary over time based on the number of Consortium staff employed by each Board.

Schedule F- Organizational Hierarchy

Schedule F- Organizational Hierarchy has been removed from the final Agreement. As the roles and responsibilities of staff can change, the removal of the organizational chart ensures flexibility to amend future staffing arrangements.

Recommendation:

THAT the JBC approve the STSYR Operations Agreement as presented.

APPENDIX A

OPERATIONS AGREEMENT DRAFT
Consortium Operations Agreement
Student Transportation Services of York Region
(Hereinafter called “STSYR”)



THIS AGREEMENT is made as of this XXth day of XXXX, 2026

Between:

The York Region District School Board
(Hereinafter called the “YRDSB”)

And

The York Catholic District School Board
(Hereinafter called the “YCDSB”)

1.0 Preamble

This AGREEMENT is made the XXth day of XXXX, 2026. Between:

The York Region District School Board
(Hereinafter called the "YRDSB")

OF THE FIRST PART

And

The York Catholic District School Board
(Hereinafter called the "YCDSB")

OF THE SECOND PART

WHEREAS:

- A. The Boards are each school boards that are statutory corporations constituted under the authority of the *Education Act* of Ontario and operate schools within the districts as defined by the *Education Act* and its regulations;
- B. Each Board is authorized under the *Education Act* to provide service for the transportation of students within their district ("Students");
- C. The Ministry of Education requires the establishment of transportation consortia involving all coterminous school boards;
- D. The Boards agree to participate in shared student transportation services with each other to reduce costs;
- E. The Boards agree that a common administration of student transportation will improve delivery efficiency and the cost-effectiveness of the service for each Board; and
- F. Student Transportation Services of York Region ("STSYR") is the transportation consortium established by the YRDSB and the YCDSB.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, the Boards agree as follows:

2.0 Definitions

In this Agreement, unless the subject matter or context requires otherwise, the following terms shall have the meanings set out below:

- a. "Boards" means the Boards that are Parties to this Agreement, being the YCDSB and YRDSB and the term "Board" means either of the Boards;

- b. "Consortium" means the two Boards acting together through the common administration referred to and to be called "Student Transportation Services of York Region" or STSYR, or a variation thereof;
- c. "Operations Committee" means the committee established pursuant to this Agreement to provide operation oversight and management of the Consortium's day-to-day activities under the directions of the member Boards' Chief Executive Officers, as set out in Schedule 'A' of this Agreement;
- d. "Governance Committee" means the committee established pursuant to this Agreement to provide strategic oversight and set local service priorities of the Consortium, in alignment with Provincial service standards, as set out in Schedule 'B' of this Agreement;
- e. "Schedule of Costs" means the allocation of transportation operating costs and administrative expenses between the Boards, as set out in Schedule 'C' to this Agreement;
- f. "Transportation Services" means the agreement(s) for services STSYR will provide for transportation of students registered at the Boards, as set out in Schedule 'D' of this Agreement;
- g. "Support Services" means the agreement(s) for services the Boards will provide the Consortium, as set out in Schedule 'E' to this Agreement;
- h. "Transportation Staff" means the employees assigned to the Consortium by either Board. Consortium staff may be employed under the terms and conditions of either Board, and the complement shall include employees from both Boards, but all such staff shall work under the direction of the Manager of Student Transportation as a single team. While Transportation Staff are administratively employed by only one of the Boards, it is agreed and understood by the Boards that Transportation Staff are to fulfill their employment duties for the benefit of the Consortium.
- i. "Personal Information" means any information that is about an identifiable individual as defined under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA").
- j. "Confidential Information" means all non-public information in any form and in any medium, disclosed or made available by the disclosing Board to the receiving Board, which is designated as "Confidential," "Proprietary" or some similar designation, or other information the confidential or proprietary nature of which is reasonably apparent under the circumstances. Confidential Information shall not include any information, which is
 - a. generally available to the public or becomes so available through no fault of the receiving Board;
 - b. already known to, in the possession of, or developed by the receiving Board free of any confidentiality obligation or other similar restriction at the time the information is

- disclosed or made available by or on behalf of the disclosing Board to the receiving Board;
- c. received by the receiving Board in good faith and on a non-confidential basis from a third party who lawfully obtained and disclosed such information to the receiving Board; or
 - d. independently developed by or on behalf of the receiving Board without the use of any of the disclosing Board's Confidential Information.

3.0 Purpose

The Boards hereby agree that they will provide for a common administration for Transportation Services through the Consortium. This Agreement outlines the provision of Transportation Services between the YRDSB and YCDSB for students registered in their respective Boards. The goal is to ensure safe, efficient, and cost-effective transportation for all students. STSYR, the Consortium of the YRDSB and YCDSB, will manage and administer all home-to-school transportation in accordance with the transportation policies and procedures of the respective Boards. The day-to-day operations of the Transportation Services, as outlined in Schedule E, will be managed by the Manager of Student Transportation Services.

The operation by the Consortium of Transportation Services shall be carried out under the operating name of the Consortium, "Student Transportation Services of York Region" or a variation thereof. The Boards agree that ownership of "Student Transportation Services of York Region" shall remain vested with the YRDSB and the YCDSB. The Boards shall enter into shared contracts with third-party vendors; the contracts will be managed by STSYR.

(i) Cost Sharing Agreement

The Boards agree that they shall share the costs of operating the Consortium, including the operating costs and administrative expenses, in accordance with the terms and conditions stipulated in the Schedule of Costs at Schedule "C".

(ii) No Partnership

Each Board expressly disclaims any intention to create a partnership or joint venture by entering into this Agreement. Nothing in this Agreement shall constitute the Boards as partners or joint ventures. The Boards strictly deny any intention or agreement to be or become agents one for the other or to create a partnership or other relationship whereby either would be held liable for torts, negligence or contractual or other acts, either of omission or commission, of the other. Neither Board shall have any authority to act for or to assume or to incur any obligations or responsibilities on behalf of the other Board save and except as expressly provided herein. Each Board covenants and agrees to defend, indemnify and hold harmless the other Board from all claims, losses, costs, charges, fees, expenses, or damages that arise out of or are incurred or suffered as a result of a Board acting outside the scope of authority expressly granted pursuant to the provisions of this Agreement.

4.0 Governance Structure

The governance and management of the Consortium shall be exercised through two committees: the Governance Committee and the Operations Committee.

(i) Governance Committee

A Governance Committee will be established to provide strategic oversight and set local service priorities of the Consortium, in accordance with Provincial service standards, by recommending its long-term vision and direction, monitoring overall performance, and ensuring accountability to the Boards. The Governance Committee will be comprised of six (6) Trustees, with three (3) appointed by each Board. Each Board will appoint representation to this Committee as part of its annual organizational meeting. Trustee appointments shall be for a one (1) year term.

The Governance Committee will meet three (3) times annually, with each Board hosting one meeting per year, and the third meeting on a rotating basis. Additional meetings may be convened as required at the request of either Board. Quorum shall consist of at least four (4) Trustees, provided that a minimum of two (2) Trustees from each Board are present. The Governance Committee shall have two (2) Co-Chairs, one appointed by each Board. The Co-Chair representing the Board hosting a given meeting shall preside as Chair of that meeting.

The Governance Committee shall report to their respective Boards of Trustees.

(ii) Operations Committee

An Operations Committee will be established to oversee the daily operations and cost efficiency of transportation services. The Operations Committee will be comprised of the Manager of the Student Transportation and the supervisory manager responsible for transportation matters from each Board. The Manager of Student Transportation shall report to the Operations Committee, which shall oversee the Manager's performance and ensure accountability for day-to-day operations. The Operations Committee shall be responsible for the oversight of the daily management of Consortium staff, including the authority to recruit, hire, and manage such staff, as well as to determine workplace practices, operational conditions of employment, and other day-to-day operations matters, subject to applicable Board policies and collective agreements.

The Operations Committee will meet as required, to ensure Consortium operations are effectively managed and remain aligned with the strategic goals recommended by the Governance Committee and approved by the Boards.

5.0 Dispute Resolution

Except as otherwise provided in the Agreement, the Boards agree that any dispute, difference or question between the Boards relating to the interpretation or application of this Agreement or any part of it (hereafter referred to as the "Dispute") shall be addressed in the manner set out below:

- a) Prior to initiating mediation, the Boards shall make reasonable efforts to resolve the Dispute internally through the Operations Committee, and, if unresolved, through the Governance Committee.
- b) Any Dispute between or among the Boards shall be referred to mediation for mandatory Alternative Dispute Resolution, and a single mediator shall be selected and approved by the parties within thirty (30) days of that referral.

- c) Any Dispute between the Boards which cannot be resolved by such mediation shall be submitted for determination by arbitration by either Board, pursuant to the *Arbitration Act* of Ontario (the "Act"), in which case the following provisions shall apply. The Boards may at any time give written notice to the other of its desire to submit such Dispute to arbitration stating with reasonable particularity the subject matter of such Dispute. Within thirty (30) business days after receipt of such notice, the Boards shall appoint a single arbitrator with appropriate experience to determine such dispute. If the Boards fail to appoint an arbitrator, the Boards may apply to a Judge of the Superior Court of Justice to appoint an arbitrator to determine such dispute.
- d) The costs of the arbitration shall be paid by the party or parties as determined by the arbitrator, whose jurisdiction shall include the determination of the costs to be paid by the unsuccessful party. The award of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.

6.0 Indemnification

Each Board agrees to indemnify, defend, and hold harmless the other Board, and its respective trustees, officers, employees, and agents, from and against any claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to:

- i. The transportation contracts of that Board which was not reviewed or approved by the other Board;
- ii. Any breach of this Agreement, material or otherwise, including without limitation, the breach of its representations, warranties, or covenants made by the Boards in or under this Agreement;
- iii. Any claim, action or proceeding brought by an employee or former employee of the Board arising out of or based upon any law, regulation, requirement, contract or award relating to the hours of employment, working conditions, wages or compensation of any such employee for whom the Board seeking indemnification is not responsible;
- iv. Personal injuries, including death, sustained by any person or persons (including, without limitation, the Board's employees) caused or occasioned, directly or indirectly by the acts or omissions of a Board or its servants, agents or employee; and/or
- v. Injury or destruction of property caused or occasioned directly or indirectly by any act or omissions of a Board or its servants, agents or employees, provided, however, that in the case of clause (iv) and (v) above, a Board shall not indemnify, defend or hold harmless the other Board from or against any liability, cost or expense where such claim or damage is due to the sole negligence of the other Board.

7.0 Term and Early Termination

- i. This Agreement shall be effective as of the XXst day of XXXX, 2026, and shall continue in full force and effect until the XXth day of XXXX, 2031 (the "Term"), unless sooner terminated as hereinafter set out. After the XXth day of XXXX, 2031, this Agreement shall automatically renew on an annual basis unless either Board expresses, in writing, its intent to terminate or revise the Agreement following such anniversary date. Notices of intent to terminate must be provided by the Board wishing to terminate to the other Board at least one hundred and eighty (180) days prior to the next August 31st anniversary date.

- ii. The Boards acknowledge and agree that, subject to the provisions of Section 3.0 (Dispute Resolution) and notwithstanding the foregoing, either Board shall be entitled to terminate or revise this Agreement in the event of a breach of any provision of this Agreement by the other Board, which breach is not remedied within thirty (30) days of written notice thereof. In the event of any such termination, an accounting of any outstanding financial transactions shall be affected as of the effective date of termination.
- iii. The provisions of this Agreement relating to confidentiality, indemnification, limitation of liability, and any other provisions which by their nature are intended to survive, shall remain in effect notwithstanding the termination or expiry of this Agreement.

8.0 Review and Amendments

This Agreement will be reviewed annually by the Joint Board Consortium Governance Committee. Any recommended amendments must be agreed upon by both Boards and documented in writing.

9.0 Personal Information, Confidentiality and Information Management

- a) The Boards acknowledge that, through their participation in the Consortium, they may have access to Personal Information of staff, students, and other individuals, including personal health information, as defined by applicable privacy legislation, of the Board. The Boards agree to protect the confidentiality and security of such Personal Information and to comply with all applicable laws and regulations governing its collection, use, disclosure, retention, and destruction, including but not limited to the Education Act and MFIPPA.
- b) The Boards agree that they are bound by the provisions of MFIPPA and may be required to provide a copy of this Agreement to a third party pursuant to such legislation or otherwise disclose information herein to a third party pursuant to such legislation. Should a request for information pertaining to this Agreement be made pursuant to such legislation, the Board who received the request for information shall forthwith notify the other Board as soon as reasonably possible of the request.
- c) The Personal Information required to manage and administer Transportation Services by the STSYR shall be hosted by the YCDSB. The YRDSB shall provide the YCDSB with the Personal Information of YRDSB students, parents, and guardians necessary to manage and administer Transportation Services. The YCDSB shall only handle YRDSB Personal Information (as defined therein) in accordance with the Data Processing Addendum (“DPA”) appended as Schedule G and incorporated by reference into this Agreement.
- d) Each Board’s Personal Information and Confidential Information shall remain in the ownership and control of the respective Board. Nothing in this Agreement shall be construed as granting any ownership or control of such information to the Consortium or any third-party service provider.
- e) The Boards shall implement and maintain appropriate administrative, technical, and physical safeguards to protect Confidential Information from unauthorized access, use, loss, or disclosure. Such safeguards shall be consistent with industry best practices and may include on-premises or

cloud-based systems, provided that the chosen environment meets applicable legislative and contractual security requirements.

- f) Except as necessary to perform obligations under this Agreement, the Boards shall not disclose, use, or permit access to any confidential information for purposes outside the scope of this Agreement. Access shall be limited to authorized personnel who require such access to perform their duties under this Agreement and who are subject to equivalent confidentiality obligations.
- g) Notwithstanding anything to the contrary contained herein, the receiving Board may disclose confidential information pursuant to an order made pursuant to applicable law, regulation or legal process, provided that:
 - a. the receiving Board gives the disclosing Board prompt written notice of such order so that the disclosing Board has an opportunity to seek a protective order, confidential treatment or other appropriate remedy to such request or order;
 - b. the receiving Board provides the disclosing Board with all reasonable assistance, in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such confidential information; and
 - c. the receiving Board discloses only such portion of the confidential information as is either permitted by the disclosing Board or required by the order.
- h) All information stored or processed under this Agreement shall remain at all times the property of the Boards. Nothing in this Agreement shall be construed as granting any ownership or proprietary rights in such information to the Consortium or any third-party service provider.
- i) Each Board shall promptly notify the other Board of any unauthorized access, loss, or disclosure of confidential information.
- j) Upon the termination of this Agreement or upon the earlier request of the disclosing Board, the receiving Board shall:
 - a. promptly return to the disclosing Board all Confidential Information, or upon written request from the disclosing Board, destroy such Confidential Information and provide the disclosing Board with written certification of such destruction; and
 - b. cease all further use of the confidential information.
- f) The obligations in this section shall survive the termination or expiry of this Agreement.

10.0 Insurance

The Boards agree to provide and maintain sufficient liability and all-perils coverage as if they were operating independently, with such coverage defined by the insurance presently provided through the Ontario School Board Insurance Exchange ("OSBIE"), or any successor or equivalent provided. Each Board shall provide evidence of such coverage to the other Board upon reasonable request.

11.0 Board Policies

The Boards acknowledge the value of having a common transportation policy, which they agree to work toward where appropriate. The Consortium shall take its direction from existing Board transportation policies in the management and delivery of transportation services.

In the event that either Board shall change its current policies, which may be of significance to the ongoing operations of the Consortium, the Board shall consult with the other Board and shall notify the Operations Committee of the proposed changes providing sufficient notice to consider the impact of any proposed changes and to effectively implement those changes.

If a change in a member Board's policy is identified by the Operations Committee as having an adverse financial or operating implication, the Board adopting the policy change shall be solely responsible for the increased costs and liability associated with the change, unless otherwise agreed. Similarly, if a change of a Board's policy decreases the cost of transportation, and that change is the sole reason for the decrease, then that Board will be credited with the savings.

As part of this Agreement, each Board shall provide to the Consortium its current bell times when pupils are allowed to enter the school building for classes and when pupils are expected to leave the school building after the end of classes.

The Consortium will plan its routes based on the most efficient and effective use of resources. Where changes are required for schools for either or both Boards, the Consortium will be required to provide a transportation impact study.

12.0 Miscellaneous

- a) Successors and Assigns: Either Board may assign this Agreement to a successor school board with the consent of the other Board on the condition that the assignee agrees in writing to comply with all the assignor's obligations as if the assignee were an original party to this Agreement.
- b) Entire Agreement: This Agreement constitutes the entire agreement between the Boards hereto pertaining to the subject matter thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto.
- c) The Schedules to this Agreement are incorporated into and form part of this Agreement.
- d) Governing Law and Jurisdiction: The laws of the Province of Ontario and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this Agreement. The Boards hereby consent and submit to the jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under this Agreement.
- e) Severability: If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- f) This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Signatures

York Region District School Board (YRDSB)

By: _____
Name:
Title:

York Catholic District School Board (YCDSB)

By: _____
Name:
Title:

SCHEDULE A- OPERATIONS COMMITTEE

Purpose:

The purpose of the Operations Committee is to oversee the daily operations and cost efficiency of transportation services, and to implement the strategic goals recommended by the Governance Committee and approved by the Boards.

Structure:

The Operations Committee will be composed of the Manager of the Student Transportation Consortium and the supervisory manager responsible for transportation matters from each Board.

Committee Member Duties:

The responsibilities of the Operations Committee are as follows:

- Consistently apply policy and procedures of the Boards in relations to school bus service, safety, and eligibility;
- Review and develop policies as required by the Boards;
- Develop and administer procedures and guidelines in support of Board policies;
- Procure and administer transportation services;
- Procure and administer safety training for students;
- Establish and adjust school bell times, in accordance with the procedure approved by the Boards, to support effective and efficient delivery of transportation services;
- Review and establish school bell times once every five (5) years, or upon request by either Board, and shall consult stakeholders as part of the review;
- Provide transportation information to all stakeholders (schools, parent, students, etc.) through a variety of communication channels as required;
- Maintain an STSYR website and other communication technologies to respond to inquiries and share information;
- Attend meetings as required;
- Oversee the daily management of Consortium staff, including the authority to recruit, hire, and manage such staff, as well as to determine workplace practices, operational conditions of employment, and other day-to-day operations matters, subject to applicable Board policies and collective agreements;
- Provided pertinent data for boards as required; and
- Prepare and administer budget estimates and expenditure reports as required.

Meeting Framework:

The Operations Committee will meet as required. The Manager of Student Transportation will be responsible for organizing the meetings, distributing the agendas, and recording the minutes. Additional meetings may be called by any committee member as needed, provided sufficient notice is given to all members.

SCHEDULE B- GOVERNANCE COMMITTEE

Purpose:

The purpose of the Governance Committee is to provide strategic oversight and set local service priorities of the Consortium, in accordance with Provincial service standards, by recommending its long-term vision and direction, monitoring overall performance, and ensuring accountability and alignment with the goals and priorities of the Boards.

Structure:

The Governance Committee will be composed of six (6) Trustees, with three (3) Trustees appointed by each Board as part of its annual organizational meeting. Trustee appointments shall be for a one (1) year term. The Governance Committee shall have two (2) Co-Chairs, one appointed by each Board. The Co-Chair representing the Board hosting a given meeting shall preside as Chair of that meeting. The Chair shall be responsible for the conduct of meetings, including agendas, information processes, and the oversight of reporting and action items.

Committee Member Duties:

The responsibilities of the Governance Committee are as follows:

- Review and recommend the Governance Committee's annual agenda of activities;
- Review and report to the Boards proposed policy changes;
- Provide oversight to ensure the Consortium's activities remain consistent with its approved goals and priorities; and
- Receive and review performance and efficiency reports from the Operations Committee to ensure accountability to the Boards.

Meeting Framework:

The Governance Committee will meet three (3) times during the active school year, September to June. The Manager of Student Transportation will be responsible for organizing the meetings, distributing the agendas, and recording the minutes. Additional meetings may be called by any Committee member as needed, provided sufficient notice is given to all members.

Quorum:

Quorum for meetings of the Governance Committee shall consist of at least four (4) Trustees, provided that a minimum of two (2) Trustees from each Board are present.

SCHEDULE C- SCHEDULE OF COSTS

Transportation Operating Costs:

(i) Transportation operating costs for each Board shall be allocated in accordance with the following:

- a) For routes that are composed entirely of students from one Board, the associated Board will be responsible for one hundred percent (100%) of the associated costs (i.e., Total Daily Rate, fuel etc.).
- b) For routes with ridership from both Boards, the associated costs will be split proportionally based on the percentage of students from each board using the route, calculated as follows:

$$\text{Daily Rate} \times \frac{\text{Total Riders of Board A}}{\text{Total Riders of Board A and B}}$$

For the purposes of this Schedule, A “Rider” is defined as an elementary or secondary student who qualifies for, or has been approved for, transportation under their respective Board’s transportation policy.

- c) Each Board will be responsible for one hundred percent (100%) of costs associated with mid-day service, taxi routes, and transit passes.
- d) Each Board will be responsible for one hundred percent (100%) of the costs associated with other program transportation.
- e) The Boards agree to review the financial impact of work stoppages and the resulting impact on transportation services.
- f) The Boards agree that decisions regarding the cancellation, suspension, or provision of transportation services, beyond typical operational adjustments, will not have a negative financial impact on the other Board.

Each Board shall be responsible for the processing and payments of transportation operating costs.

In the event of interim changes or service disruptions, the Boards shall meet through the Operations Committee to determine temporary cost allocation adjustments.

Administrative and Overhead Expenses:

(ii) Administrative and overhead expenses of the Consortium shall be apportioned between the Boards on the basis of each Board’s share of total ridership. The proportional share for each school year shall be determined using student transportation ridership counts as of October 31st of that school year and shall apply for the entire school year.

Administrative and overhead expenses shall include, without limitations, the following:

- Office space (including heat, light, A/C, cleaning etc.);
- Office supplies;
- Communication equipment and services (telephone, internet, etc.);
- Leasehold improvements, furniture, and fixtures;
- Computer hardware, software, and support;
- Staff salaries and benefits;
- Staff training;
- Travel;
- Professional and other consulting fees;
- Insurance;
- Miscellaneous expenses;
- Legal and audit fees; and
- Any other necessary fees or costs associated with the operation of the Consortium.

The Boards shall review the administrative cost allocation methodology at least once every five (5) years, or sooner if mutually agreed, to ensure it remains equitable and reflective of current operating practices.

SCHEDULE D- TRANSPORTATION SERVICES

STSYR shall provide the following services to the Boards:

- Consistently apply the policy and procedures of the Boards in relations to school bus service, safety and eligibility;
- Review and develop policies as required by the Boards;
- Develop and administer procedures and guidelines in support of Board policies;
- Procure and administer transportation services;
- Procure and administer safety training for students;
- Provide transportation information to all stakeholders (schools, parent, students, etc.) through a variety of communication channels as required;
- Maintain an STSYR website and other communication technologies to respond to inquiries and share information;
- Attend meetings as required;
- Provided pertinent data for the Boards as required; and
- Prepare and administer budget estimates and expenditure reports as required.

SCHEDULE E- SUPPORT SERVICES

General:

All services attached hereto will be billed to STSYR on a time-and-material basis unless otherwise established through a separate schedule or agreement. Service billings shall be sent to the Manager of STSYR for approval prior to payment. The costs of these services are incorporated into the STSYR operating budget and recovered in accordance with standard billing practices, subject to validation and sign-off by the Manager of STSYR.

Human Resource Services:

Consortium staff shall be employed by and remain on the payroll of one of the Boards. The staffing complement shall include employees from both Boards, reflecting the joint nature of the Consortium. As positions become vacant or new positions are created, employment assignments may be made to either Board, as determined by the Operations Committee. Service provided jointly by the Boards include:

- Administration of all terms of collective agreements and contracts, including grievances;
- Assistance in the development of job descriptions and postings;
- Recruitment support including managing applications, organizing, and assisting with interviews;
- Maintenance of all employees' files and records, including Criminal Background Checks;
- Maintenance of vacation entitlements, attendance, and sick leave records;
- Administration of HR systems (e.g., SAP, Smart Find Express, ESS)
- Personnel Support (e.g., performance, discipline, grievances, arbitration);
- Negotiations and administration of employee benefits (health, dental, life insurance, AD&D);
- Occupational health and safety, attendance support, sick leave, LTD. WSIB. EAP, and accommodation support; and
- Provision of other HR services as may be required.

Payroll Services:

Provided jointly by the Boards, including:

- Calculation of bi-weekly deposit of pay to employee bank accounts;
- Distribution of electronic pay stubs;
- Collection, submission, reporting, and reconciliation of CPP, EI, EHT, union dues, pension contributions (OMERS and TPP);
- Administration of deductions (health, dental, life insurance, AD&D, WSIB, EAP); and
- Issuance of annual T4 slips.

Purchasing Services:

Provided jointly by the Boards, including:

- Administration of RFPs for transportation services and other acquisitions as required;
- Facilitation of the acquisition of operating supplies and services (e.g., paper, office supplies, postage, copy machines, etc.);
- Support for procurement projects upon approval of scope and timelines.

Accounting and Accounts Payable Services:

Provided jointly by the Boards, including:

- Payment of invoices, P-Card transactions, and employee expense reimbursements;
- Maintenance of records for audit and statutory requirements;
- Journal entries and reconciliations;
- Financial reporting and statements as required;
- Collection and credit of eligible tax rebates (HST);
- Banking services, including electronic bill payments, cheques, service charges, and cash flow support;
- Preparation and issuance of invoices to member Boards and others as required; and
- Collection of accounts receivable.

Information Technology Services:

Provided primarily by YCDSB, including:

- Provisions and maintenance of software licenses, applications, and IT systems required for Consortium operations;
- Hosting and back-up of Personal Information and YRDSB Personal Information as referenced in section 9 of this Agreement and Schedule F – Data Processing Addendum, respectively.
- Network security, including firewall protection, intrusion prevention, and secure remote access;
- Internet and network connectivity;
- Maintenance of servers and related hardware, whether on-premises or cloud-based;
- Technical support, including help desk services, domain registration, VPN connectivity, network and desktop support, server capacity, and system administration; and
- Training and user support for Consortium staff.

Other Services:

- Facilitation of insurance coverage with OSBIE or such other provider as determined by the Boards;
- Recording and production of agendas and minutes of Governance Meetings; and
- Print shop and publishing services.

Agreed Support Service Cost Allocation:

The table below outlines the agreed administrative support services, the applicable rates of compensation, and the primary Board responsible for services provided to the Consortium. These costs will be reviewed on a biennial basis. In the intervening years, the costs will be adjusted annually in accordance with the year-over-year percentage change in the Consumer Price Index for Ontario. The Boards acknowledge that the cost of support services defined under this Schedule, may vary over time based on the number of Consortium staff employed by each Board.

Department	Scope of Work	Rate of Compensation (Based on 15 supported FTE)	Board Responsibility
Finance	Budget, accounting, financial reporting, biweekly payroll, and procurement support. Includes Finance Manager, Accounting Manager, Payables Clerks, Payroll Analysts, Purchasing Manager, and Purchasing Analysts.	\$8,000	Both
HR / Health & Safety	Recruitment, compensation and employee benefits, training and development, compliance, SFE support, employee relations, and workplace safety. Includes the Health and Safety Officer, Administration Support Staff, Benefits Administrator, and Department Managers/Supervisors.	\$12,000	Both
Information Technology	Technical support/ administrators /servers	\$95,000	YCDSB

1 Rates reflect current staffing model and are subject to adjustment in accordance with this schedule

