



Ministry of Education Effectiveness &  
Efficiency Follow-up Review  
Service de transport de Wellington-Dufferin  
Student Transportation Services

E&E Phase 3 follow-up review

July 2009

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The English version is the official version of this report. In the situation where there are differences between the English and French versions of this report, the English version prevails.

À noter que la version anglaise est la version officielle du présent rapport. En cas de divergences entre les versions anglaise et française du rapport, la version anglaise l'emporte.

## **Executive Summary**

This report details the findings and recommendations of an Effectiveness and Efficiency Follow-up Review (E&E Review) of Service de Transport de Wellington-Dufferin Student Transportation Services Consortium (STWDSTS or the Consortium) conducted by a review team (E&E Review Team) selected by the Ontario Ministry of Education (the Ministry). The Consortium provides transportation services to the Conseil scolaire du district catholique Centre-Sud (the CSDCCS); the Conseil scolaire de district du Centre Sud-Ouest (the CSDCSO); the Dufferin-Peel Catholic District School Board (the DPCDSB); the Upper Grand District School Board (the UGDSB); and the Wellington Catholic District School Board (the WCDSB). It also sells transportation services to Orangeville Christian School.

A follow-up E&E Review, initiated at the request of the Consortium, was conducted. The first E&E Review report was issued in April 2007 (the original report) and this follow-up report is intended to document the changes made by the Consortium to date. This report is designed to provide an overall assessment of the Consortium and outline the incremental findings and recommendations that were particularly noteworthy.

The E&E Review evaluates four areas of performance – Consortium Management, Policies and Practices, Routing and Technology use and Contracting practices - to identify whether the Consortium has implemented any best practices and recommendations from the original report; and provide incremental recommendations on opportunities for improvement. The evaluation of each area was then utilized to determine an overall rating for the Consortium that will be used by the Ministry to determine any in-year funding adjustments that are to be provided.

### **Original review summary**

In Consortium Management, it was found that the Consortium's foundational documents were complete and that the Consortium followed appropriate processes to evaluate staff performance. It was recommended that the Consortium establish a formal governance structure; purchase-of-service agreements; operational planning processes; and accounting and budgeting processes. It was also recommended that the Consortium attain separate legal entity status.

The Consortium was found to have policies that are well harmonized, well-communicated, concise, and followed in practice. In terms of policies and practices, it was recommended that the Consortium leverage the functionality of its routing software to undertake a comprehensive review of bus runs and routes in order to identify additional reductions in resource requirements. It was also recommended that the

Consortium review its distribution of route data to ensure that appropriate safeguards are in place to protect student data.

Consortium staff had been well trained on the application of routing software and their use of alternative routing strategies had helped to minimize the impact of the unique requirements of special education routing. In terms of routing and technology use, it was recommended that the Consortium review coding structures and bell time schedules to determine if changes could be made to improve long term analytical capabilities and service levels. It was also recommended that continued regular staff training be provided in order to ensure that an appropriate balance between the use of shuttle, combination, and transfer routing strategies continued to be evaluated for their impact on service quality and cost control.

From a contracting perspective it was recommended that the Consortium implement a competitive procurement process by which to procure the services of bus operators. Changes to the operator compensation structure and overall operator contract structure were also recommended. Finally, it was recommended that the Consortium make improvements to its contract and service quality monitoring regime.

The Consortium was rated as **Moderate** following the initial review.

### **Follow-up review summary**

The Consortium has developed considerably in the area of Consortium Management. Particularly noteworthy developments include the attainment of separate legal entity status, the development of an effective governance structure; effective staff evaluation and training procedures; effective long term and short term planning procedures and strong accounting and budgeting practices. The Consortium should, however, move forward to execute formal transportation service agreements and should continue to refine its accounting and budgeting processes to bring it in line with a new bus operator contract. It is also suggested that the Consortium document and formally approve a number of its internal processes in order to lay the foundation for efficient succession planning.

The Consortium has significantly enhanced its policy and procedures manual to address an increasing number of daily situations. Continued efforts have been made to design a routing scheme that promotes efficiency through high rates of capacity and asset use while also evaluating alternatives to enhance service levels. Continuing these efforts represents the most significant challenge for continued high performance service delivery. Each of the recommendations in the original report with respect to policies and practices have been fully addressed in a manner consistent with best practices expected by the E&E Review Team.

Significant efforts have been made to increase staff training on system use, redesigning the website as the primary communication mechanism, enhancing software functionality through the use of orthophoto images, and establishing a detailed error checking procedure to increase data accuracy. With respect to its use of technology, the Consortium has established itself as a model consortium in the use of technology for both management and routing analysis.

With respect to contracts the Consortium has recently signed a new, thorough operator contract; initiated a competitive procurement process with bus operators; and initiated sufficient contract compliance management processes. The Consortium should continue with its intention to move all bus operator contracts to the new contract; include additional clauses mandating first aid/CPR/EpiPen training in some existing operator contracts, document its relationship with the municipal transit authorities; and further refine and develop its service monitoring processes.

**Funding adjustment**

The E&E Review Team recognizes that the Consortium has made a significant effort to meet and exceed the recommendations outlined in the original report as well as industry best practices. The efforts of the Consortium in all areas, most notably in Consortium Management, also exhibit a positive attitude towards continuous, ongoing improvement - one of the key outcomes expected by the Ministry of the E&E Review process. In light of past achievements and its development trajectory, this Consortium has been rated as a High consortium. Based on this evaluation, the Ministry will provide additional transportation funding that will narrow the 2008-2009 transportation funding gap for the Consortium’s member school Boards.

The funding adjustments to be received are outlined below:

Conseil scolaire du district catholique Centre-Sud	\$26,943
Conseil scolaire de district du Centre Sud-Ouest	\$9,480
Dufferin-Peel Catholic District School Board	\$5,731
Upper Grand District School Board	\$919,672
Wellington Catholic District School Board	\$ Nil

(Numbers will be finalized when regulatory approval has been obtained.)

# **1 Introduction**

## **1.1 Background**

### **1.1.1 Transportation Reform**

The Ontario Ministry of Education has introduced significant education reforms over the past four years. One of the focuses of their reforms is on support of school board management processes and systematic review of school board business operations. Student transportation was the first “line of business” to undergo such a reform since 2006-07.

### **1.1.2 Follow-up Review**

The Ministry has established a multi-phase approach to review the performance of consortia (collectively the “E&E Reviews”) across the province. STWDSTS was one of the four sites reviewed in Phase 1 of the E&E Reviews completed in February 2007. Based on the findings of the Phase 1 reviews, the Ministry provided a total of \$7.6M in additional funding to the reviewed boards. To encourage continuous improvement, the Ministry has decided to provide follow-up reviews.

The follow-up review was triggered at the request of the Consortium as they communicated that they had made some progress since the original review. The purpose of the follow-up E&E Review is to assess the extent of the Consortium’s progress and review evidentiary working papers to support that progress. The report therefore focuses on the incremental changes from the original E&E Review conducted in 2007.

## **1.2 Scope of Deloitte Engagement**

Deloitte was engaged to lead the E&E Review Team and serve as the management consultants on the E&E Review Team. Deloitte’s overall role is as follows:

- Lead the planning and execution of E&E follow-up reviews for each of the transportation consortia to be reviewed in Phases three and four (currently in Phase 3);
- At the beginning of each review, convene and moderate E&E Review Team planning meetings to determine data required and availability prior to the review;
- Review consortium arrangement, governance structures and contracting procedures;

- Incorporate the results of the routing and technology and policies and practices reviews completed by MPS into the final report; and
- Prepare report for each consortium that has been subject to an E&E Follow-up Review in Phases three and four. The target audience for the report will be the Ministry, the Consortium, and its Member Boards. Once finalized, each report will be released to the consortium and its Member Boards.

### **1.3 Methodology and team used to complete E&E Reviews**

#### **1.3.1 Team & Methodology**

The composition of the team and the methodology used for this follow-up review are the same as in the initial 2007 review. Please refer to the first report for a detailed description. The same Evaluation Framework and Assessment Guide were also applied in the follow-up review to ensure consistency in evaluation. For each of the four sections examined in terms of Effectiveness and Efficiency, the existing operations have been analysed based on observations from fact (including interviews) in order to document progress incremental to the 2007 E&E Review. Observations which have been assessed as best practice are documented as accomplishments of the Consortium. Areas for additional improvement have also been noted. In situations where there has been no incremental progress related to the recommendations from the 2007 E&E Review, those topics remain unaddressed in this report and the related recommendations from the 2007 report continue to be valid. Incremental accomplishments or areas for improvement are used to revise, as appropriate, the E&E assessment for each of the four sections. The criteria of an effective and efficient Consortium are summarized below:

#### **Effectiveness**

##### ***Consortium management***

- Distinct entity focused on providing student transportation services for the partner boards
- Well defined governance and organizational structure with clear roles and responsibilities
- Oversight body exists with the mandate to provide strategic directions to the consortium management on the provision of safe, effective and efficient transportation service to support student learning

- Management has communicated clear goals and objectives of the Consortium and these are reflected in the operational plan
- Well established accountability framework reflected in the set up and operation of the consortium including documentation of terms in a Consortium Agreement
- Operations are monitored for its performance and continuous improvement
- Financial processes ensure accountability and equality to Partner Boards
- A budgeting process is in place which ensures timely preparation and monitoring of expenses
- Key business relationships are defined in contracts

### ***Policies and Practices***

- Development of policies is based on well-defined parameters as set by strategic and operational plans to provide safe, effective and efficient transportation service to students of the school boards; and
  - Policy decisions are made with due considerations to financial and service impacts to partner boards
  - Communication between the consortium and partner boards facilitates informed decision making on issues directly affecting student transportation
  - Consortium's policies and practices are adequate and in
  - compliance with all relevant safety regulation and standards
  - Practices on the ground follow policies

### ***Routing and Technology***

- Advanced use of transportation management software to store student data, and create a routing solution.
- Disaster recovery plans and back up procedures are in place and operating properly
- Responsibility and accountability for student data management is clearly identified

- Routing is reviewed regularly
- Reporting tools are used effectively
- Special needs routing is integrated with regular needs where reasonable

### ***Contracts***

- Competitive contracting practice is used
- Contract negotiations are transparent, fair, and timely
- Contracts are structured to ensure accountability and transparency between contracted parties
- Contracts exist for all service providers
- Ongoing compliance checks for safety, legal and service requirements are performed by the consortium

### **Efficiency**

#### ***Consortium management***

- Oversight committee focuses only on high level decisions
- Organizational structure is efficient in utilization of staff
- Streamlined financial and business processes
- Cost sharing mechanism are well defined and implemented

#### ***Policies and Practices***

- Harmonized transportation policies between partner boards enable efficient planning
- Proper level of authority delegated to consortium to enable the realization of potential efficiencies e.g. bell times setting
- Best practices in planning are adopted e.g. utilize tiered runs and combination runs to maximize the use of available capacity
- Public transit usage is optimized where available and efficient

- Service levels are reasonable and comparable to common practices

### ***Routing and Technology***

- System can be restored quickly if database fails
- Student data is accurate, requires little post processing verification
- System functionalities are used to identify efficiencies

### ***Contracts***

- Contracts awarded are based on market prices and best value for money
- Fair payment terms are included in contracts and implemented with clarity to both parties

### **1.3.2 Funding adjustment**

The Ministry will use the results of the E&E Reviews and Follow-up Reviews to inform any future funding adjustments. Only Boards that have undergone E&E Reviews are eligible for a funding adjustment. Table 1 below illustrates how the Overall Rating will affect a Board's transportation expenditure-allocation gap.

**Table 1: Funding Adjustment Formula**

<b>Overall Rating</b>	<b>Effect on deficit Boards<sup>1</sup></b>	<b>Effect on surplus Boards<sup>1</sup></b>
High	Reduce the gap by 100% (i.e. eliminate the gap)	No in-year funding impact; out-year changes are to be determined
Moderate-High	Reduce the gap by 90%	Same as above
Moderate	Reduce the gap by 60%	Same as above
Moderate-Low	Reduce the gap by 30%	Same as above
Low	Reduce the gap by 0%	Same as above

The Ministry has announced, through memorandum 2009:B2 dated March 27, 2009, that effective from the 2009-10 school year, in addition to the funding adjustments made based on the overall E&E rating, for any consortium not achieving a high rating in Routing and Technology, a negative adjustment of one percent to a board's transportation allocation will be made to recognize potential efficiencies through ongoing routing optimization and technology use. To acknowledge sites whose systems are already operating in an efficient manner, the adjustment will only apply to boards that have not achieved a "high" rating in Routing and Technology from the Effectiveness and Efficiency reviews. Boards that achieve a "high" rating in the Routing and Technology area in future reviews will be exempt from the reduction in the subsequent year.

### **1.3.3 Purpose of Report**

This Report serves as the deliverable for the E&E follow-up review conducted on the Consortium by the E&E Review Team during the week of June 7, 2009.

### **1.3.4 Material relied upon**

Refer to Appendix 3 for a list of documents that the E&E Review Team relied upon for their review. These documents were used in conjunction with interviews with key Consortium staff, outside stakeholders, and key policy makers to arrive at the assessment and rating of the Consortium.

### **1.3.5 Limitations on the use of this report**

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<sup>1</sup> This refers to Boards that have a deficit/surplus on student transportation (see Section 7 – Funding Adjustments)

The purpose of this Report is to document the results of the E&E Review of the Consortium. The E&E Review is not of the nature or scope so as to constitute an audit made in accordance with generally accepted auditing standards. Therefore, as part of this E&E Review, Deloitte has not expressed an opinion on any financial statements, elements, or accounts to be referred to when reporting any findings to the Ministry. Additionally, procedures used by the E&E Review Team are not intended to disclose defalcations, system deficiencies, or other irregularities.

## 2 Consortium Management

### 2.1 Introduction

Consortium Management encompasses the management of the entire organization providing student transportation services. The analysis stems from a review of the four key components of Consortium Management:

- Governance;
- Organizational Structure;
- Consortium Management; and
- Financial Management.

The analysis included an assessment of areas requiring improvement that were informed by a set of known best practices identified during previous E&E Reviews. These results are then used to develop an E&E assessment for each component. The E&E assessment of Consortium Management for the Consortium is as follows:

**Consortium Management – Original E&E rating: Moderate-Low**

**Consortium Management – New E&E rating: High**

### 2.2 Governance

Governance refers to the way in which an organization is directed and controlled. Establishing administrative structures and processes that facilitate, monitor, measure and improve effective business management are primary responsibilities of a governance structure. Three key principles for an effective governance structure are: accountability, transparency, and the recognition of stakeholders. In order to respect these three principles, it is important that the governance body of the organization be independent of the team responsible for the day-to-day operations of the organization.

#### 2.2.1 Original recommendations

*Meetings of the Management Committee*

*The formation of any new Consortium presents a number of challenges that are best addressed through an established governance structure. Although the Manager of Transportation may be in close communication with each member of the Management Committee it is still important to ensure the members themselves are communicating*

*through a formal meeting structure, including the recording of minutes. As important, is ensuring that members of the Management Committee are aware of their responsibilities in terms of meeting requirements. It is recommended that the Management Committee establish a schedule of official meeting dates. The Manager of Transportation should be responsible for ensuring minutes of each meeting are taken and that the Management Committee review and approve the minutes at the next meeting with action items appropriately followed up and resolutions documented.*

## **2.2.2 Incremental progress**

### **Governance structure**

Changes to the governance structure of the Consortium include the creation of new corporate bylaws and the inclusion of additional wording into the Memorandum of Agreement (now membership agreement) to reflect the Consortium's new status as a separate legal entity.

Governance for the Consortium is established in the Corporate Consortium Membership Agreement (membership agreement) and in Bylaw Number 1 relating generally to the conduct of the affairs of the Consortium (the corporate bylaws). The bylaw documentation has yet to be signed but final drafts have been provided to the Management Committee. Consortium management is not expecting substantial changes to be made to the bylaws and is expecting sign off at the next Management Committee meeting.

Governance for the Consortium is provided by a Management Committee (also referred to as the Board of Directors in the corporate bylaws) comprised of six members – one superintendent of business from each of the five member school Boards and the General Manager of the Consortium, who holds a non-voting seat. The committee operates by consensus. However, failing unanimity on any issue, each member is given one vote and the majority prevails.

The role of the Management Committee is outlined in the membership agreement. It states that the role of the Management Committee is to, among other things; develop Consortium wide strategic direction and policies; establish operating procedures for the General Manager; set budgets; monitor and report on the transportation implications of program priorities; foster and facilitate inter-school Board co-operation; initiate the hiring and periodic evaluation of a General Manager; establish cost sharing formulae for services provided; oversee the acquisition of transportation service providers; and report to member school Boards. Discussions with members of the Management Committee indicated that they are not involved with the day-to-day management of the Consortium.

Meetings of the Management Committee are mandated in the corporate bylaws. These state that Management Committee meetings can be called at any time by the Chair, the President, or any two directors representing at least two different voting members (i.e. member school Boards) of the Consortium. In practice, the Management Committee meets on a bi-monthly basis. An agenda is set and meeting minutes are taken and ratified but are not signed.

The membership agreement contains a clause ensuring the confidentiality of information.

### **Board level arbitration clause**

Both the membership agreement and the corporate bylaws contain clauses related to dispute resolution. These state that any unresolved dispute will be referred to a mediator within 60 days of a dispute arising. Failing resolution, the dispute is to be referred to a single arbitrator either selected by the parties or selected by the court under the provisions of the Arbitration Act.

### **2.2.3 Accomplishments**

It is recognized that the Consortium now demonstrates the following best practices in addition to the best practices outlined in the original report:

#### **Definition of the Management Committee**

Roles and responsibilities for the Management Committee are clearly articulated in the Consortium's membership agreement and corporate bylaws. This ensures that there is no ambiguity in the function of the Management Committee. Consortium governance focuses on establishing and driving a continuous improvement process for the operation, contributing to the long-term success of the Consortium. It also allows for effective and efficient decision making as the Committee can refer to their defined roles and responsibilities when faced with issues. This is a key element in effective and efficient Consortium governance.

#### **Role of the Management Committee**

The Management Committee, which is charged with oversight responsibilities for the Consortium, has equal representation from each school Board in terms of membership. Equal representation promotes fairness and equal participation in decision making and ensures the rights of each Board are considered equally.

## **Meetings of the Management Committee**

Management Committee meetings are scheduled regularly and require both a formal agenda and minutes in a public forum, making the Consortium accountable and transparent to its stakeholders.

## **Dispute resolution**

A dispute resolution procedure is in place between the member school Boards. The policy is an effective mechanism to protect the rights of both Boards. It ensures that the decisions made represent the best interests of both Boards.

### **2.2.4 Opportunities for improvement**

#### **Sign Management Committee meeting minutes**

While it is recognized that Management Committee meeting minutes are taken and ratified, it is recommended that these minutes also be signed. Signed meeting minutes will serve to document and evidence approval of decisions made and will also provide official record of decisions made by the Management Committee.

## **2.3 Organizational structure**

An optimized organizational structure can promote effective communication and coordination which will enable operations to run more efficiently. The roles and responsibilities within the organization should be well defined. This will lead to operational efficiencies by ensuring tasks are not being duplicated and issues raised can be addressed effectively by Consortium management. Ideally, the organization is divided functionally (by department and/or area); all core business functions are identified; and there is an appropriate allocation of general management and operational responsibility.

### **2.3.1 Original recommendations**

#### *Entity Status*

*It is recommended that the Partner Boards explore the creation of the Consortium as a separate legal entity. Independence, in the form of a separate legal entity, is another important step in providing transparency and autonomy to the Consortium in decision making. Although it is recognized that the Consortium has only been established for a short period of time and introducing additional obligations may complicate operations, it is ultimately worthwhile to ensure that the organization is structured such that it can withstand changing political environments and potential disputes amongst the Partner*

*Boards that could cause the structure to destabilize. The formalization (through incorporation) of the Consortium would provide benefits from an organizational perspective, and in particular, allow staff to address existing issues related to funding, liability, personnel management and contracts.*

### **2.3.2 Incremental progress**

#### **Entity status**

The Consortium is currently structured as a separate legal entity. The letters patent, corporate membership agreement and corporate bylaws form the foundational documents of the Consortium. The Consortium exists as a not-for-profit corporation with the primary objective of providing student transportation services.

#### **Consortium formation and agreement**

The following section outlines the content of each of the Consortium's foundational documents.

##### *Letters Patent*

The Letters Patent, submitted to the Ontario Ministry of Government Services, establishes the Consortium's status as a non-profit separate legal entity. It describes the objectives of the organization and outlines specific provisions related to the Consortium's power to, among other things:

- Arrange with and receive support from government organizations;
- Receive, hold and dispose of real property;
- Hire, issue cheques, pay costs; and
- Co-operate, assist and make gifts or awards to other individuals, organizations, corporations and institutions.

##### *Membership agreement*

The membership agreement forms the basis of the Consortium's role as a provider of student transportation to its member school Boards. Noteworthy clauses within the membership agreement outline, among other things:

- The rationale underlying the creation of a student transportation Consortium and its roles and responsibilities;

- The membership of the Consortium – membership is to be limited to the five founding member school Boards;
- The structure, roles and responsibilities of the Management Committee;
- The employment status of Consortium staff;
- The cost sharing formula for member school Boards;
- The startup costs to be attributed to each member school Board;
- The process by which operator payments are to be transmitted to member school Boards. The document states that operators employed by the Consortium are to invoice each member school Board directly;
- The insurance requirements of the Consortium;
- The conditions and terms of withdrawal from the Consortium;
- The methodology for dispute resolution;
- The transportation policies to be used by the Consortium; and
- The confidentiality of school Board information.

### *Corporate bylaws*

The corporate bylaws provide additional detail with respect to the structure and operation of the Consortium with bylaw number 1 relating generally to the conduct of the affairs of the Consortium. The document presented to the E&E Review Team has not been approved but the Consortium is expecting ratification from the Board with no substantive changes. Noteworthy clauses within the corporate bylaws outline, among other things:

- The criteria and classes of membership within the Consortium;
- The conditions under which members of the Management Committee can be elected, removed, or vacated;
- Details related to meetings of the Management Committee, its roles, responsibilities and powers;
- The liabilities of members of the Consortium; and

- Additional details related to the creation of committees and subcommittees of the Management Committee.

### **Organization of entity**

The organizational structure of the Consortium is unchanged from the initial E&E Review. Job descriptions remain in place for all positions within the Consortium.

### **2.3.3 Accomplishments**

It is recognized that the Consortium now demonstrates the following best practices in addition to the best practices outlined in the original report:

### **2.3.4 Separate Legal Entity**

STWDSTS is incorporated as a not-for-profit corporation. This structure provides the Consortium with independence in terms of managing daily operations and provides contractual benefits. As a separate legal entity, the Consortium can enter into binding legal contracts for all services purchased, including transportation services from bus operators, and as such is limiting liability to the Consortium and in turn limiting liability to its member school Boards.

### **2.3.5 Agreement clauses**

The Consortium's founding documents – the letters patent, membership agreement and bylaws - contain sufficient detail on key provisions such as cost sharing, dispute resolutions, oversight, and role of the Consortium. This is important in that it clearly defines the relationship between the member school Boards in the delivery of safe, effective and efficient student transportation services.

## **2.4 Consortium Management**

Consortium Management focuses on the operational aspects of the organization. This includes ensuring accountability of staff, focusing on continual improvement through operational planning, and risk management by having appropriate contracts and agreements in place to clearly define business relationships.

### **2.4.1 Original recommendations**

#### *Operational Planning*

*It is recommended that the Consortium, with oversight from the Management Committee, develop an operational plan that clearly identifies procedures and steps that*

*the Consortium will follow to achieve both short term and long term goals. A sound operational plan will not only identify goals and objectives for the Consortium, it will also describe how these goals and objectives will be achieved. If a detailed plan is in place, the Consortium can measure its performance against tangible steps and stages of progress and reallocate resources to address areas of need and unanticipated events.*

### *Support Services*

*The Partner Boards are currently, and will continue to, provide support services to the Consortium. The cost of these services is being absorbed by each of the Boards as overhead. By not allocating a cost for these services to the Consortium as administrative costs the true cost of providing transportation services is being understated and costs are not being fully recovered. It is recommended that the Consortium, along with its Partner Boards, revisit the provision of support services to ensure it is equitable and that costs are fairly captured as an administrative and operational cost of providing student transportation. In particular, these expenses would include accounting, payroll administrative costs, IT support, and HR support.*

## **2.4.2 Incremental progress**

### **Long term and short term planning**

A formally approved and monitored operational planning document is in place.

The goal setting process begins in November/December of each year and is initiated by the General Manager in consultation with Consortium staff. The goals and objectives are then presented to the Management Committee for approval. The members of the Management Committee then present these objectives to their respective member school Boards.

The current goal setting document identifies the Consortium's long term and short term goals and identifies the status of each goal as being either 'on-going', 'in progress' or 'completed'. Long terms goals are presented with a year in which they are to be achieved. Discussions with Consortium management indicated that the General Manager assumes overall responsibility for the achievement of the Consortium's goals and objectives.

The Consortium's objectives for the current year include, among other things, the creation of harmonized transportation policies; the creation of a web interface for parents, students and bus operators; the assessment of liabilities associated with parent drivers; the competitive contracting of transportation services; and the development of a purchasing policy. Long term goals include, among other things, the development of a

succession plan; the improvement of walking distance policies to the provincial average; and the use of the accounting module within *BusPlanner*.

Given the Ministry's recent notice that transportation funding is to be reduced in line with declining enrolment, Consortia are expected to develop strategic plans to manage transportation costs.

Discussions with Consortium management indicated that the Consortium does not currently have a formal plan for the management of declining enrolment. However, the Consortium does re-evaluate every route in its system through its annual start-up process. Consortium management noted that the Consortium as a whole is experiencing marginal increases in enrolment on a year-over-year basis.

### **Purchase of Service Agreements/Support Services**

The Consortium purchases non-transportation services from four primary sources – the UGDSB; GEOREF; an IT services provider; and its landlord. The Consortium does not purchase any services from its other member school Boards.

The purchase of service agreement with the UGDSB is valid for one year commencing September, 2008 with automatic renewal, unless stated otherwise, for the following three years. The services to be provided are described in schedule A to the agreement, stating that the UGDSB will provide human resource, payroll, purchasing management, accounting; accounts payable; planning and some IT services to the Consortium. The agreement contains, among other things, a dispute resolution mechanism; a confidentiality clause; and additional clause related to severability and service disruptions. Compensation for these services is to be 80% of the General Manager's annual pay. Discussions with Consortium management indicated that this amount was determined based on the expected cost of hiring a new employee to undertake these roles.

The purchase of service agreement with its IT services provider outlines the terms under which the Consortium purchases certain IT services. Services to be provided include system security management; firewall and internet connectivity management; and workstation and helpdesk support. In addition, the agreement also outlines the terms under which additional services such as after-hours support and contract work will be provided. The purchase of service agreement does not include a confidentiality clause.

The Consortium has signed a standard lease with its landlord and a standard implementation contract with GEOREF systems. Portions of the contract with GEOREF are described in the *Routing and Technology* section.

## **Cost sharing**

A cost sharing mechanism is outlined in the membership agreement. It states that all operating costs related to the administration of the Consortium shall be allocated to each member Board as three percent of the total cost incurred by the Consortium due to the procurement of transportation services. Any overages in administration costs will be prorated using the proportion of eligible riders per member Board to the cumulative ridership of the Consortium. Ridership is to be determined as at October 31<sup>st</sup> of each year.

The membership agreement also outlines a start-up cost to be allocated to each member school Board. This is identified as a specific dollar amount for each member school Board.

## **Transportation service agreements**

The Consortium does not currently have separately signed transportation service agreements in place with its member school Boards. However, the Consortium does have a transportation service agreement in place with the Orangeville Christian School, to which it also provides transportation services. The Consortium has also provided the E&E Review Team with a draft, unsigned transportation service agreement that it intends to propose to its member Boards for the 2009-2010 school year.

The current membership agreement provides general information with respect to the services to be provided to member school Boards. It states that the Consortium exists to provide common administration for transportation services and to enter into contracts with transportation service providers. It also provides information on cost sharing mechanisms.

Service standards and expectations are partially referred to in a section of the membership agreement related to transportation policies. This section states that the Consortium is to administer the transportation policies and procedures set out by each member school Board. The Consortium is to implement these policies and procedures even if a policy requires different or additional services. In the event of such a difference, the added cost of policy compliance is to be flowed through to the member school Board responsible for the increased liability.

The draft transportation service agreement outlines the service level relationship between the Consortium and an individual member school Board. Noteworthy clauses within the draft transportation service agreement outline, among other things:

- The obligations of the member school Board. These obligations include the provision of student data; payment for rider safety and training program costs;

and the maintenance of at least \$2M in comprehensive general liability insurance.

- In addition to providing transportation services, the Consortium is to undertake operator payments.
- Transportation charges are to be calculated based on the ratio of member school Board ridership to total ridership on a bus-by-bus basis. Administrative charges are to be determined as a percentage of the total cost of procuring transportation services.
- Other aspects such as dispute resolution; termination; and confidentiality.

The draft transportation service agreement is silent with respect to the service levels expected to be provided by the Consortium. Consortium management has indicated that these will be discussed at an upcoming meeting of the Management Committee to be approved prior to signing.

The Consortium provides transportation services to the Orangeville Christian School and has a transportation service agreement in place with them. The current transportation service agreement has a 22 month term and will expire at the end of June, 2009. The agreement outlines, among other things, the services to be provided to the school by the Consortium; the liabilities and indemnities imposed on both parties; appropriate procedures related to accident, delay and inclement weather reporting and management; student eligibility; and compensation. The formula for sharing costs incurred as a result of transporting of students from Orangeville Christian School is included in a transportation service agreement signed between the Consortium and the school. The compensation clause in this document states that the school will pay the Consortium an administration fee equivalent to 6% of the total monthly invoice. The cost of transportation is determined by the proportion of school students to total ridership on a bus-by-bus basis. Additional charges for transfer runs are also included in the cost setting formula along with a maximum charge per student based on age.

### **Procurement policies**

The Consortium has recently approved a purchasing policy. The policy mandates the procurement processes to be used for purchases within specified dollar amounts. It states that all purchases over \$100,000 are to be procured through a formal, advertised request for tender or proposal.

The policy provides the General Manager, in consultation with the Management Committee, with the discretion to make purchases through alternative means and also contains provisions for emergency purchases. Other parts of the policy identify desired

supplier characteristics and a code of ethics; outline specific steps to be used during the RFP/tendering process; provide guidance with respect to conflicts of interest and dispute resolution; and identify the rights of Consortium management with respect to the purchase or disposal of surplus equipment.

## **Banking**

Banking services are currently provided to the Consortium by the UGDSB. The Consortium does not have its own separate bank account.

## **Insurance**

The Consortium has purchased insurance through the Ontario School Boards' Insurance Exchange (OSBIE). This insurance is valid for one year expiring on January 1, 2010 and includes coverage for general liabilities; property; errors and omissions; and crime.

## **Staff performance evaluation, training and management**

The membership agreement identifies that all Consortium staff are currently employed by the UGDSB and also states that it is the intention of the Consortium to eventually second staff from the UGDSB. As such, Consortium staff are members of the UGDSB's collective bargaining unit and the General Manager is a member of the UGDSB's administrative employees association.

Consortium staff are to be evaluated in line with, and using the criteria identified by, the UGDSB and its collective bargaining unit. The collective agreement with this bargaining unit identifies the general rights of workers with respect to performance evaluations, but does not identify specific timelines or criteria.

Discussions with Consortium management indicated that the UGDSB recently re-introduced a performance evaluation process that the Consortium will soon be undertaking.

The evaluation of the General Manager is the responsibility of the Management Committee. This evaluation will take place in line with, and using the criteria identified by, the UGDSB and its employee's association. Discussions with Consortium management indicated that the UGDSB is currently moving through the performance review cycle and that the General Manager had not yet been evaluated as these evaluations are conducted in alphabetical order.

The Consortium does not currently have a policy in place related to training; however, funds are committed to training and a regularly monitored. An annual training plan is currently available. This training plan is created by the General Manager in consultation

with Consortium staff, it is therefore considered to be in line with the Consortium's goals and objectives. Training that is to be received, or that has been received, by Consortium staff includes training on the use of bus planning software, conversational French, pupil transportation management and workshops run by the Ministry.

### **Key Performance Indicators (KPI's)**

The Consortium monitors its own performance by using metrics available through *BusPlanner*. Discussions with Consortium management indicated that the Consortium intends to follow-up on these metrics on a monthly basis. Metrics currently being tracked by the Consortium includes route times and distances; route performance; route combination surveys; student ride time and distance metrics; and route cost information. The Consortium does not currently have a documented KPI monitoring/follow-up procedure that outlines the processes being followed by the Consortium.

### **2.4.3 Accomplishments**

It is recognized that the Consortium now demonstrates the following best practices in addition to the best practices outlined in the original report:

#### **Long Term and Short Term Planning**

The strategic planning process is repeated on an annual basis and outlines the strategic initiatives of the Consortium for the upcoming year. This drives continuous improvement within the Consortium operations beyond "bussing" and gives the staff a broader view of the organization's contributions to stakeholders. It also contributes to a corporate culture of continuous self-assessment and improvement. The Consortium's planning process allows it to remain focused on goal-oriented initiatives aimed at improving service levels, operational procedures and accountability frameworks. It is, however, suggested that the long term and short term planning *process* be documented and sent to the Management Committee for approval.

#### **Staff Performance Evaluation, Training, and Management**

Staff performance evaluations are to be conducted on a regular basis. The metrics used for evaluations are supportive of the goals and objectives of the Consortium. Likewise staff training is provided on a regular basis and is tracked internally; training goals are aligned with overall Consortium strategy and objectives which is important to ensure alignment between efforts and goals.

## **Purchase of service agreement/Support Services**

There are purchase-of-services agreements in place between the Consortium and all of its service providers that outline the scope of the services to be provided and the manner in which the suppliers are to be compensated for these services. Clear contracts ensure required services are satisfactorily provided to the Consortium and decrease the chances of misunderstanding.

## **Key Performance Indicators**

The Consortium makes use of available data in both the course of the annual transportation planning process and as a tool for operational efficiency assessments. Formally monitoring a relevant portfolio of KPIs allows the Consortium to quantify its performance and generate realistic business improvement plans. It is nonetheless suggested that the monitoring *process* used by the Consortium to gauge its performance be more thoroughly documented.

## **Procurement policies**

The Consortium has clear procurement policies in place with purchasing thresholds associated with various procurement methods. The availability of these policies ensures standardization in the procurement methods of the Consortium.

## **Insurance**

The Consortium has obtained insurance coverage and coverage needs are periodically reviewed. In addition, each school board carries its own insurance. Insurance coverage is essential to ensure the Consortium and school Boards each are suitably protected from potential liabilities.

### **2.4.4 Opportunities for improvement**

#### **Develop a strategy for declining enrolment**

It is recognized that the Consortium is currently experiencing marginal increases in enrolment. However, school enrolment across rural Ontario has been in steady decline over the last decade. Given that the Consortium currently serves some rural areas, and given the Ministry's recent notice that transportation funding is to be reduced in line with declining enrolment, it is recommended that the Consortium incorporate a strategy for the management of transportation costs into its long term planning process.

Developing such a plan will provide the Consortium with a framework that will help it address not only the issue of funding, it will also signal a proactive approach to dealing

with issues before they arise – a key element of effective long-term Consortium management.

### **Execute transportation service agreements**

It is recognized that the Consortium currently has a draft transportation service agreement that it intends to propose to its member school Boards. This draft agreement, however, lacks specific clauses related to service level expectations. These expectations are partially referred to in the Consortium’s membership agreement and are to be discussed at an upcoming meeting of the Management Committee. It is recommended that the Consortium refine existing clauses in the membership agreement, include additional specifics related to service standards from its consultations with the Management Committee, and sign transportation service agreements with its member Boards.

### **Include a confidentiality clause in the purchase of service agreement for IT Services**

It is recommended that a confidentiality clause be included in the purchase of service agreement with its IT service provider given that the service provider has access to the Consortium’s computer systems.

## **2.5 Financial Management**

Sound financial management ensures the optimal use of public funds and also ensures the integrity and accuracy of financial information. This includes appropriate internal controls and a robust budgeting process that has a clearly defined planning and review calendar that promotes accountability and sound decision making.

Financial management policies capture roles and responsibilities, authorization levels, and reporting requirements to ensure that a proper internal financial control system is in place for the Consortium. These policies should also clearly define the financial processes of the Consortium in a way that ensures appropriate oversight without impinging on efficiency.

### **2.5.1 Original recommendations**

#### *Accounting and Budget Management*

*Currently, there is no centralized accounting for the Consortium. The Consortium assists with the reconciliation of amounts owed between Boards based on ridership, however, is not overseeing the payments to Operators and invoices charged to Boards. By not centralizing the accounting and accounts payable process, the Consortium has*

*no control over one of the most important functions of providing a joint service. Additionally, the current process requires an excess of administrative tasks to be performed. One of the Ministry's main goals with the transportation reforms is to promote the Consortium method of delivery of service to reduce the administrative burden to Boards especially in areas not directly related to operations, such as financial management, that are vital components of providing transportation services. It is understood that one of the Consortium's goals in the near term is to centralize the accounting function for all Boards. It is recommended that the Consortium move ahead with such plans and ensure that it includes the following:*

- The Consortium should be responsible for receiving, processing and approving or paying (if it is a separate entity) all transportation costs. As a result, appropriate internal controls and policies will need to be put in place to ensure the safeguarding of assets; and*
- The Consortium should set up a chart of accounts which includes separate accounts for each type of service provided (in line with the Ministry survey categories at least) and which also splits out the accounts by Board. This way, when the invoice is received, the Consortium can verify the invoice details against what they have in the Bus Planner system and determine what the split between Boards is. The costs can be accurately captured and invoices to the Boards can be generated appropriately. A well-defined chart of accounts will also improve the budgeting and tracking process.*

*By centralizing this function, the Consortium will have greater control over the delivery of student transportation services. The Consortium will be able to more accurately keep track of the types of expenses by Board through the proper use of account codes. Additionally, the Consortium can verify invoices generated by Operators against their own data to ensure its accuracy.*

*Along with centralizing the accounting function, the Consortium should also have a robust budgeting process in place which considers the costs for all Partner Boards. The Consortium should be held accountable for all operations surrounding transportation including financial management. In order to implement accountability at the Consortium level, it is recommended that the Manager of Transportation prepare a detailed budget providing an expected cost by Board for each type of transportation and administrative cost. Once this budget has been approved by all Partner Boards, the Manager of Transportation should regularly monitor actual expenses and perform a review of significant variances between actual and budgeted amounts. The Manager of Transportation should present the results of this variance analysis, including explanations for overspending, to the Management Committee on a regular basis.*

## **2.5.2 Incremental progress**

### **Budget planning and monitoring**

The Consortium's membership agreement requires the General Manager to submit an annual budget to the Management Committee by March 31<sup>st</sup> of each year. The process by which the budget is created is not documented.

The budgeting process is initiated by the General Manager who creates the budget primarily to identify the expected administrative and transportation costs of the Consortium. This budget is sent to the Management Committee for approval and, once approved; sent to the UGDSB to be entered into the accounting software. Members of the Management Committee present the budget to their respective member school Boards with the assistance of the General Manager, if needed.

The UGDSB issues a report to the Consortium that tracks budget to actual variances on a bi-monthly basis. Management Committee meeting minutes indicate that these reports are presented to them. These reports do not include an analysis of transportation spending since these costs are flowed directly to member school Boards by bus operators. Discussions with Consortium management, however, indicated that future budget reports will include an analysis of transportation spending as the Consortium takes on responsibility for operator payments.

At year end, the budget and year end cost figures are presented to the Management Committee for review.

### **Accounting practices and management**

The Consortium purchases accounting and accounts payable services from the UGDSB. The purchase of service agreement details that these services include, among other things, the payment of invoices; the maintenance of petty cash; the maintenance of appropriate records; the recording of all necessary journal entries, the collection of eligible GST rebates; the provision of banking services; the collection of accounts receivable; and the preparation of all financial statements and invoices. As such, many of the accounting functions of the Consortium are managed by UGDSB with oversight provided by the General Manager.

As per the membership agreement, bus operators directly invoice member school Boards for transportation services provided. Discussions with Consortium management indicate that these invoices are sent to the Consortium, verified, and then sent to the respective member school Boards for payment.

Consortium management also indicated that bus operator payments associated with the new, competitively procured contract will be invoiced directly to the Consortium, who will in turn charge the member school Boards.

Invoices from taxi companies are sent to the Consortium for verification. The invoices contain the trip information including cost, mileage and the number of days operated. The Consortium then verifies the invoices and forwards them to the respective member school Boards for payment.

The Consortium does not have its own formal, documented set of accounting policies or procedures.

### **Audit**

Since the Consortium recently attained separate legal entity status it has not yet completed a full financial year. As such, auditing services have not yet been procured and the Consortium has not undergone an audit.

### **2.5.3 Accomplishments**

It is recognized that the Consortium now demonstrates the following best practices in addition to the best practices outlined in the original report:

#### **Internal controls**

The Consortium and its member school Boards have established appropriate internal controls for the accounting of revenues and expenses. The accounting function is performed by the UGDSB; however there is a first review and approval (including coding of accounts) at the Consortium level. The Consortium is not able to disburse funds therefore the second level of reviews occurs at the Board level prior to disbursements; this protects the Consortium and Boards against fraud and/or errors in accounting.

#### **Budgeting processes**

The Consortium has established a process, in conjunction with its member school Boards that allows budgets to be prepared on a timely basis. The budget monitoring process in place forces Consortium management to be accountable for expenditures through regular reporting to the Management Committee and ensures that the Consortium is responsible for its own financial management. From a succession planning perspective, however, it is suggested that the Consortium's budgeting process be documented and approved by the Management Committee.

## **2.5.4 Opportunities for improvement**

### **Budget variance analysis should include consideration of transportation expenditures**

Budget-to-actual variance analyses have thus far not included an analysis of transportation costs since these costs are borne directly by member school Board. In-line with a recently signed operator contract, it is recommended that future budget variance analyses include consideration of transportation costs. Since Consortium management has specialized expertise in student transportation, they are in a better position to analyse and evaluate variances, making the results of the budgeting and budget monitoring process more meaningful for member school Boards.

It is further recommended that, in-line with the new operator contract, the Consortium refine its current operator payment process to ensure that all operator payments are taken directly out of the Consortium's account with the UGDSB. This will help to ensure that all transportation related expenditures can be tracked to the one account, thus making it easier to hold the Consortium responsible for its financial performance.

### **Work with the Management Committee to determine audit requirements**

Given that the Consortium is responsible for its own finances as a separate legal entity, it is critical that Consortium management, governance and member school Boards have a fair and accurate view of the Consortium's financial performance. As such, it is recommended that the Consortium work with its Management Committee to determine if it is required to have its financial statements and processes audited.

## **2.6 Results of E&E follow-up review**

Consortium Management has been assessed as **High**. The Consortium has, to a substantial degree, successfully implemented the recommendations made in the original report and is currently in line with industry best practices with respect to Consortium Management.

Particularly noteworthy developments include the attainment of separate legal entity status, the development of an effective governance structure; effective staff evaluation and training procedures; effective long term and short term planning procedures and strong accounting and budgeting practices.

The primary areas of improvement include the execution of a formal transportation service agreement and the refinement of accounting and budgeting processes to align them with a new, recently executed bus operator contract. It is also suggested that the

Consortium document and formally approve a number of its internal processes in order to lay the foundation for efficient succession planning.

## **3 Policies and Practices**

### **3.1 Introduction**

Policies and practices examine and evaluate the established policies, operational procedures, and the documented daily practices that determine the standards of student transportation services. The analysis for this area focused on the following three key areas:

- General Transportation Policies & Practices;
- Special Needs and Specialized Programs; and
- Safety and Training Programs.

The observations, findings, and recommendations found in this section of the report are based on onsite interviews with the Superintendent of Business and Area Transportation Officers, and on an analysis of presented documents, extracted data, and information available on the Consortium's website. Best practices, as established by the E&E process, provided the source of comparison for each of these key areas. The results were used to develop an E&E assessment for each of the key components and to determine the overall effectiveness of the Consortium's Policies and Practices as shown below:

**Policies & Practices – Original E&E Rating: Moderate-High**

**Policies & Practices – New E&E Rating: High**

### **3.2 Transportation Policies & Practices**

Clear and concise policies, procedures, and enforceable practices are essential elements of an effective and efficient transportation operation. Policies establish the parameters that define and determine the level of service that ultimately will be provided by the Consortium. Equally important is the application of policies through well defined and documented procedures, operational practices and protocols all of which determine how services are actually delivered. Policy harmonization between the School Boards helps to ensure that service is delivered safely and equitably to each of the service-providing and service purchasing School Boards. This section will evaluate the established policies and practices and their impact on the effective and efficient operation of the Consortium.

### **3.2.1 Original recommendations**

#### *Communications*

*The Consortium has made a significant effort to make student route data available as widely as possible. However, the practice of posting student data in generally accessible space presents both privacy and safety concerns, and should be discontinued given the ready availability of the data through the web query tool. However, if the practice is to continue procedures should be implemented to assure that appropriate safeguards are established to protect student data and limit access to the lists.*

#### *Exceptional Circumstance Trips*

*The Consortium provides service to a significant number of students through its courtesy and hazard area transportation policies. Management of these exceptional circumstances requires particular vigilance to ensure that they do not adversely impact either the cost or availability of transportation to students who are eligible through established policy. In addition, the staff time required to incorporate these students on to existing bus runs may be better spent in developing and evaluating other alternative routing scenarios that may increase the overall effectiveness and efficiency of the routing scheme. Wellington-Dufferin should thoroughly evaluate the provision of these exceptional circumstance trips and determine if it is still necessary to continue to provide services to students who are otherwise ineligible for service.*

### **3.2.2 Incremental progress**

#### **Communications**

Student information is distributed using a secure login/password combination using *GeoQuery*, a web- based tool that allows parents, schools, and operators to obtain information on student assignments to stops and runs. STWDSTS' approach to distributing and securing data has fully addressed the concern related to the distribution and confidentiality of student data identified in the original report.

#### **Exceptional circumstance trips**

Observations indicate that courtesy and hazard-area transportation continues to be offered to students from all member boards. The administration of these offerings has been clearly defined through STWDSTS policies. Interviews also indicated that although some schools choose to manage courtesy transportation at the site, authorization for service is granted within policy and with oversight by the Consortium. A review of student data provided indicates that the total number of students to whom non-

conforming services are provided account for less than one percent of the total population of eligible students. Continued vigilance will be required to ensure that this program is managed effectively and does not have an adverse impact on the overall efficiency of the routing scheme. However, the data management and process management approach used to address these non-conforming students is fully consistent with the expectations of the recommendation made in the original report.

### **3.2.3 Accomplishments**

#### **Communication**

In recognition of the need to regularly review and refine the data and information available to all its customer groups, STWDSTS conducted a full redesign of its website to offer greater information on the provision of transportation services. Included are links to all policy documents, system delays, and student information (secured through a login and personal identification number combination).

Additionally, STWDSTS has invested in an autocal system as part of continued efforts at customer outreach. The system allows for notification of cancellations and delays and is expected to have greater applicability as implementation continues, particularly in the area of emergency notification. This investment has greatly improved both the effectiveness and efficiency of the distribution of time sensitive information to a number of parties including radio stations, principals, operators, and STWDSTS staff.

### **3.3 Route planning**

#### **3.3.1 Original recommendations**

##### *Route Analysis and Review*

*Review of existing routes and schedules indicates an opportunity to realize efficiencies through structural changes to bell times. Given that Bus Planner is now fully implemented and integrated into the operation; staff should be trained on the use of the bell time optimization function that is available to evaluate the feasibility and service impact of operational changes. Given the routing strategies in place, significant disruptions to the current level of service may occur where radical changes to bell schedules are made. Therefore, any changes must be thoroughly analyzed prior to implementation to prevent significant service disruptions for limited to marginal cost reductions.*

### **3.3.2 Incremental progress**

#### **Route analysis and review**

STWDSTS conducted an optimization analysis for the Erin Area Schools. The goals of the optimization were to attempt to reduce the number of buses used, reduce the number of student transfers, and improve service. The optimization indicated that service improvements were possible, however, implementation of the proposed approach proved to be impractical due to the site characteristics of the area. Therefore, staff had to redesign this portion of the network and reincorporate transfers immediately following the school year opening. In addition, individual planners have been trained on use of the optimization and routing tools within the transportation management software to evaluate alternative routing options within their designated areas of responsibility.

Both the Erin Area study and these more targeted reviews were consistent with the expectations of the route analysis recommendation. Of particular note was the flexibility of STWDSTS staff in their ability to respond to an unworkable scenario to ensure that service was not significantly impacted as the result of the incompatibility of the optimization solution with actual operating requirements.

A review of existing run data indicates that seating capacity use continues to remain high (over 70 percent) as a result of the use of multiple efficiency tactics. In addition, average run times of slightly more than 40 minutes indicates that STWDSTS has continued its efforts to balance service and cost considerations in its route development strategy.

### **3.3.3 Opportunities for improvement**

#### **Continue system analysis to maximize service effectiveness**

STWDSTS has established a number of procedures to evaluate the effectiveness of the routing scheme using the reporting module of *BusPlanner*. The run time differences between the Boards will require continued analysis to ensure each partner is receiving equitable service

### **3.4 Safety policy**

Clear and concise safety policies, practices, procedures, and training are all essential to ensure safe student transportation. Given the Consortium's responsibility for managing services over a large geographical area with multiple operators, it is paramount that safety related initiatives are well defined and documented to ensure system wide compliance. Equally important is an understanding of the responsibilities for safety that

is shared by parents, students, bus drivers, and each community in the provision of safe transportation.

### **3.4.1 Original recommendations**

#### *Student Training*

*Continued emphasis should be placed on expanding training opportunities where available. By working with Operators to develop training programs, and having Drivers and students participate in those programs, the Consortium will ensure that safety continues to be the primary consideration for users, providers, and managers of the transportation system.*

#### *Student Identification*

*The use of identification tags for JK/SK students was identified as a good practice, however, it was noted that the inclusion of the child's name on the tag is a safety concern. As recommended by Child Find Canada, Boards and parents should, "avoid clothing and toys with a child's name on it. A child is less likely to fear someone that knows his/her name.*

### **3.4.2 Incremental progress**

#### **Student training**

STWDSTS has designated one staff member with the responsibility for the oversight of student training programs. Safety and training for students include the Bus Patroller program that includes the teaching of basic first aid and the use of a fire extinguisher to the school age bus patrollers along with evacuation procedures. The First Time Rider Program is provided to new students within each area. Student Training Programs are presented by the operators under the coordination of the Consortium. In addition to the above, drivers are required to have CPR and EpiPen training. Interviews indicated that additional training opportunities are evaluated and would be incorporated where appropriate. These efforts have addressed the recommendation presented in the original report.

#### **Student identification**

Interviews indicate that the practice of using identification tags for JK/SK students continues within the Consortium. This practice was discussed by the Consortium and the member boards and was determined not to jeopardize a student's safety as these students are always held in a 'protected area' and are either in the custody of a parent/guardian or are supervised by school staff. Use of the governance structure to

discuss and address concerns of policy in order to provide clear guidance to the Consortium regarding expectations is fully consistent with the expectation of the recommendation in the original report.

### **3.5 Results of E&E follow-up review**

STWDSTS has been rated as a **High** for policies and practices. Each of the original recommendations has been fully addressed in a manner consistent with best practice expectations of the E&E process. Of particular note has been the enhancement of the policy and procedure manual to address an increasing number of daily situations. Continued efforts have been made to design a routing scheme that promotes efficiency through high rates of capacity and asset use while also evaluating alternatives to enhance service levels. Continuing these efforts represents the most significant challenge for continued high performance service delivery.

## 4 Routing and Technology

### 4.1 Introduction

Routing and Technology encompasses the management, administration, and use of technology for the purpose of student transportation management. The following analysis stems from a review of the four key components of:

- Software and Technology Setup and Use;
- Digital Map and Student Database Management;
- System Reporting; and
- Regular and Special Needs Transportation Planning and Routing.

Each component has been analysed based on observations from fact (including interviews) together with an assessment of best practices leading to a set of recommendations. These results are then used to develop an E&E assessment for each component, which is then summarized to determine an E&E assessment of Routing and Technical efficiency as shown below:

**Routing & Technology – Original E&E Rating: Moderate-High**

**Routing & Technology – New E&E Rating:: High**

### 4.2 Software and technology use

#### 4.2.1 Original recommendations

##### *Training*

*Wellington-Dufferin is fortunate to have a highly responsive vendor in the local area that provides a high level of support. However, it is imperative that, given the system maintenance and management requirements associated with the Lead Technician position, Wellington-Dufferin regularly invest in the requisite technical training required to manage the system. Specific training will be required in the areas of maintenance of the geocode (e.g., map addressing, boundary areas, and revision/addition to established developments); database management; installation of upgrades to the routing software; and management and administration of the student data uploads from the respective Boards. Proficiency in all of these skills will ensure that the Consortium is fully self-sustaining in the event of reduced availability of vendor services.*

#### **4.2.2 Incremental progress**

##### **Training**

The Lead Technician has been provided the training necessary to fulfill the responsibilities for the administration of the system including adding of street segments, merging of nodes, correcting or expanding address ranges, marking roads as “no travel” and the editing of boundaries. Responsibilities also include the management and uploading of student data. Additional training is scheduled for this summer including Effective Data Analysis and Pupil Transportation Management. These efforts fully address the recommendation in the original report.

#### **4.2.3 Accomplishments**

##### **Training**

The Lead Technician has established a training regimen that focuses specifically on how STWDSTS uses the transportation management software. This approach has customized the approach to training staff on software functionality to more clearly reflect the expectations of STWDSTS. In addition, this tool kit provides a series of checklists designed to increase data accuracy and promote the long term integrity of map and student data. These resources serve as both an excellent reference tool and training packet.

#### **4.2.4 Expanded service offerings**

STWDSTS has recently made an effort to expand its service offerings to other local service providers. While no final arrangements had been made at the time of the review, this entrepreneurial effort recognizes that the unique skills of STWDSTS staff and the usefulness of the transportation management tools available to them could be used to increase the effectiveness of transportation service delivery to other unaffiliated local education providers. STWDSTS management is well aware that its primary mission is to service its member boards, but if STWDSTS is able to offer these services to additional outside agencies it is possible that additional administrative cost reductions may be available to the member boards.

## **4.3 Digital map and student database management**

### **4.3.1 Original recommendations**

#### *Coding Structure*

*The current coding array is highly detailed and specific. This allows for a detailed analysis of very specific aspects of service provision. Consideration should be given to whether continued expansion of this fine level of detail will result in categories that are so narrow as to be confusing to staff, or which could result in categories with limited numbers, or even individual, students within them. In combination with the recommendations regarding route analysis provided above, the Boards should reconsider the current provision of Board-directed transportation. After the service is rationalized, the Consortium should evaluate how best to reallocate or eliminate the resources currently being utilized to transport these students.*

### **4.3.2 Incremental progress**

#### **Coding structure**

STWDSTS has narrowed its use of travel codes based on recently added functionality to the transportation management software. The new functionality allows each planner to establish logical groups of students, schools, stops, or runs. This grouping functionality provides for an effective filter that facilitates analysis and the extraction of data. This functionality has been particularly beneficial in managing special needs transportation due to the shared responsibility for special needs route planning. The changes to the coding structure and the use of the grouping function have addressed the original recommendation.

### **4.3.3 Accomplishments Data management**

The Consortium has detailed a process for error checking subsequent to student data downloads that identifies mismatches in travel and eligibility coding. These routines are an excellent example of processes focused on ensuring continued data integrity.

### **4.3.4 Map Management**

Integration of orthophoto maps available in the area provides an excellent opportunity to improve map accuracy and understand the three-dimensional space around bus stops and routes. These additions to the system infrastructure allow the Consortium to see where the alignments of streets on the digital map do not conform to actual road characteristics. Additionally, this addition provides planners increased opportunities to

view each specific area of concern when determining bus stop placement, turnaround options, and travel paths.

#### **4.3.5 Opportunities for improvement**

##### **Use existing resources to enhance exception boundary management**

STWDSTS has done an excellent job of defining the boundaries of exception areas throughout its service area and in defining the criteria for establishing the exceptions. Current policy establishes a requirement to review hazards annually. There were no defined review records for several exception areas identified in the software. Additionally, the exception areas generally did not include the original rationale for the establishment of the exception area. Management of defined exception areas can be enhanced through use of existing functionality to document the rationale and the specific review dates for each area using the comments function of *BusPlanner*.

#### **4.4 Results of E&E follow-up review**

STWDSTS has been rated a **High** for the follow-up review. Significant efforts have been made to increase staff training on system use, redesigning the website as the primary communications mechanism, enhancing software functionality through the use of orthophoto images, and establishment of detailed error checking procedures to increase data accuracy. STWDSTS has established itself as a model consortium in the use of technology to enhance both management and analysis of routing schemes.

## 5 Contracts

### 5.1 Introduction

The Contracts section refers to the processes and practices by which the Consortium enters into and manages its transportation and other service contracts. The analysis stems from a review of the following three key components of Contracting Practices:

- Contract structure;
- Contract negotiations; and
- Contract management.

Each component has been analyzed based on observations from information provided by the Consortium, including interviews with Consortium management and select operators. The analysis included an assessment of areas requiring improvement that were informed by a set of known best practices identified during previous E&E Reviews. These results are then used to develop an E&E assessment for each component. The E&E assessment of contracting practices for the Consortium is as follows:

**Contracts – Original E&E rating: Moderate: Low**

**Contracts – New E&E Rating: Moderate: High**

### 5.2 Contract Structure

An effective contract<sup>2</sup> establishes a clear point of reference that defines the roles, requirements, and expectations of each party involved and details the compensation for providing the designated service. Effective contracts also provide penalties for failure to meet established service parameters and may provide incentives for exceeding service requirements. Contract analysis includes a review of the clauses contained in the contract to ensure that the terms are clearly articulated, and a review of the fee structure is conducted to enable comparison of its components to best practice.

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<sup>2</sup> The word Contract in this context refers to detailed documents outlining the scope of services, rates and expected service levels. The phrases Purchase of Service agreement, statement of understanding, or memorandum of agreement is used in this report to describe a less detailed document that only outlines the services to be provided and the rates at which they are to be provided.

### **5.2.1 Original recommendations**

#### *Sign standardized contracts between the operator and the Consortium*

*Consistent with the recommendation for establishment of the Consortium as a legal entity, it is recommended that contracts be held between Operators and the Consortium (being the body representing all Partner Boards and Service Purchasing Boards). This cannot occur until the Consortium has the legal authority to sign contracts, which will require it to be a legal entity.*

#### *Alter the inclement weather compensation formula*

*The Consortium should review its current contract structure of providing a 20% overhead and profit component to the Operators. The current contract rate structure of including a fixed margin for overhead and profit may provide Operators with an incentive to negotiate higher costs in order to profit from the base rates negotiated. Additionally, the 20% profit component is being paid on the cost of fuel, therefore when fuel costs rise, the Operators may be compensated twice as the 20% is added on top of the additional funds received for the rise in fuel costs. If a competitive negotiation process is implemented, the contract rates would be reflective of market prices.*

*Additionally, the current provision for inclement weather should be reviewed. While incorporating some protection for Operators is reasonable, particularly in capital intensive business like school bus operations, it is unreasonable to expect payment for variable expenses on days when services are not rendered. Therefore, consideration should be given to eliminating the variable component of the rate when services are cancelled due to inclement weather.*

#### *Paid Parent Drivers*

*Wellington-Dufferin has chosen to pay a limited number of parents a per diem rate to drive their children to school as it was found to be more effective than other means of transportation. Although the Consortium does require parents to demonstrate proof of insurance (see Section 6.4.1), there are no contracts in place with parents who are providing this transportation. It is recommended that Wellington- Dufferin seek legal advice in order to determine if there are any risks associated with this process, and whether formal contracts are required.*

### **5.2.2 Incremental progress**

The Consortium was part of the competitive procurement pilot program initiated by the Ministry and, as such, has competitively procured 25% of its routes. Consultations with Consortium management indicate that it plans to use competitive procurement on an

ongoing basis pending Ministry directives. The Consortium therefore has two contracts in place with its bus operators: one standard historical contract, developed through negotiations, that currently pertains to 75% of its routes (the negotiated contract); and another standard contract, developed through a competitive procurement process, that currently pertains to 25% of its routes (the RFP contract). The following section outlines the structure of both contracts.

### **Bus operator contract clauses**

The negotiated contract is similar to the contract reviewed and commented upon during initial E&E Review. It is signed between the individual bus operator and member school Board and expires in August of 2009. This contract includes an automatic renewal clause which has been invoked for the 2009-2010 school year. The Consortium's standard practice has been to negotiate this contract on an annual basis; however, discussions with Consortium management indicate that this contract will be phased out and replaced with the RFP contract upon expiration in August 2010.

#### *The negotiated contract*

Noteworthy clauses within the negotiated contract outline, among other things:

- The school Board's requirements with respect to vehicles used. These requirements state that, among other things, the bus must be in compliance with all applicable regulations; that every bus must be equipped with a two way radio; and that the maximum permissible age of any vehicle in service is 12 years.
- The school Board's requirements with respect to drivers. These requirements state that, among other things, the driver must be properly licensed to drive and must participate in a minimum of four hours of safety instruction per year.
- The school Board's information requirements. Information to be provided to Consortium includes bus operator information such as its Workplace Safety and Insurance Board number and bus information such as the date of manufacture, license number and size.
- No bus operator is to provide service for more than 35% of the total buses operating for the school Board
- Compensation formulas, including formulas for exceptional events such as inclement weather.
- Other noteworthy clauses requiring bus operators to:

- Comply with all Board policies that relate to student transportation;
- Co-operate with any survey of service conducted by the school Board;
- Maintain the confidentiality of Board information;
- Maintain at least \$8M in insurance coverage;
- Maintain proof that drivers have had a tuberculin test; and
- Provide driver training programs to ensure that drivers are capable of operating their vehicle.

Clauses absent from the negotiated contract include a dispute resolution clause and a clause mandating first aid/CPR/EpiPen training. Consortium management indicated that it provides first aid/CPR/EpiPen training to all new bus drivers within three months of hire.

#### *The RFP contract*

The RFP contract was developed as part of the competitive procurement pilot program and applies to 25% of the Consortium's routes. It is signed between the bus operators and the Consortium and is valid for a five year period ending June 2014 with an option to renew the contract for an additional three years. Noteworthy clauses within the RFP contract outline, among other things:

- The rights of the Consortium. These include the right to reduce, reorganize or eliminate any or all of the routes awarded to the bus operator, the right to terminate the contract, the right to demand specified types of information; and the right to request the termination of a non-compliant driver.
- Requirements of the bus operator with respect to service levels. The contract details expectations related to, among other things, pick up and drop off locations; response times to requests for information; communication of delays; communication with parents; and safety standards.
- Requirements of the bus operator with respect to information. The bus operator must provide a bus route data sheet that outlines, among other things, the drivers name, licence number, vehicle size, manufacturer, licence number and odometer reading. Other information, such as proof of financial ability and Workers Safety and Insurance Board insurance is also required.
- Requirements of the bus operator with respect to driver and student safety training. Bus operators are required to provide safety orientation for all drivers at

least once every year. This training is to include First Aid, CPR and EpiPen training. The cost of providing these programs is included as part of the payment. Bus operators are also required, upon request, to offer additional safety programs for students such the School Bus Safety Patroller program. The cost of providing these student safety programs are to be negotiated.

- Requirements of the bus operator with respect to vehicles in use. The RFP contract states that no bus is to be over 12 year of age (8 years for minivans) and also imposes an average fleet age requirement by class of vehicle. Each vehicle is required to have a two-way radio.
- Details regarding appropriate driver characteristics and actions.
- Other noteworthy clauses that require the bus operators to:
  - Comply with all applicable laws;
  - Maintain accurate records and accounts; and
  - Maintain adequate insurance coverage. Bus operators are required to maintain \$10M in general liability insurance and must also maintain requisite levels of insurance per vehicle based on size.
- Compensation formulas, including formulas for exceptional events such as inclement weather and labour disputes.
- A dispute settlement mechanism. A mediator is to be appointed by both parties in the event of a dispute. Following non-binding mediation, the dispute will be escalated to binding arbitration.

## **Bus operator compensation**

### *The negotiated contract*

The negotiated contract outlines a component based compensation formula that attributes a value to be paid for each cost incurred by the bus operator. These various components are, in turn, grouped into Basic rate, Variable rate, and Wages and Benefits rate.

The Basic Rate is comprised of compensation for, among other things, the cost of two way radios, the cost of installing crossing-arms and video monitors; reimbursement for MTO licensing fees and Drive Clean certification; bus washing; insurance and training.

The Variable rate is based on, among other things, kilometres travelled, fuel cost; financing rates; and accelerated depreciation.

The Wages and Benefits rate is comprised of a base wage rate plus a benefits component and a component for additional driving time.

Each subcomponent is then summed up and the Variable and Base rates are multiplied by 20% profit factor. The sum of the Base rate plus 20%, Variable rate plus 20% plus \$0.01, and the Wages and Benefits rate then gets to the total amount to be paid. This is then paid off by the school Board on a bi- weekly basis.

The treatment of inclement weather is addressed in the negotiated contract. It states that if the interruption is due to reasons within the purview of the Board, the bus operator will be provided with their Base rate plus 50% of the variable allowance. There is to be no compensation if the service interruption is due to reasons within the purview of the bus operator.

#### *The RFP contract*

The RFP contract uses a different formula to compensate bus operators. The formula involves the calculation of a Base rate which is to be the sum of costs associated with the operation of a bus for a single day. Cost elements included are, among other things, the cost of the bus; additional equipment; licensing; driver training; spare drivers; insurance; maintenance; parking; administration, wages and fuel. The cost of fuel is further adjusted using fuel cost information made available from the Ministry of Energy and Infrastructure. The bus operators then bid on the routes by calculating their Base rate and a Time rate adjustment for routes that are above the average time per route described in the RFP.

The RFP contract also includes provisions for exceptional events such as inclement weather and labour disputes. Payment for inclement weather days is to be 80% of the Base rate. Cancellations of service caused by bus operator labour disputes will result in the cancellation of payments for the affected routes. A portion of the Base rate will be paid out in the event of a Consortium/school Board labour dispute with the percentage of the Base rate declining the longer the labour dispute continues.

#### **Bus operator contract compliance**

The information to be tracked by the Consortium can be broken into three broad categories: bus operator information such as WSIB insurance coverage and proof of financial ability; vehicle and driver information such as vehicle age and mechanical fitness, driver licenses and criminal record checks; and safety training information.

#### *Bus operator information*

Bus operator information is collected from the operator on the first school day of each year as required by the negotiated contract. This information was also required to be submitted as part of the operator's submission in response to the RFP issued by the Consortium.

#### *Vehicle and driver information*

Vehicle and driver information are collected by the Consortium through the use of bus information sheets. This sheet is filled out by the bus operator for each route to which the operator has been assigned.

Included on this sheet is information related to vehicle size, age, year of manufacture, license number and driver assignment. Bus, driver and route information are tracked through the Consortium's *BusPlanner* software.

#### *Safety training information*

While current contracts require bus operators to provide safety training to bus drivers, in practice, the Consortium provides this training in-house to new drivers. The Consortium provides one safety training workshop to all drivers and this workshop includes first aid, CPR and EpiPen training. Discussions with Consortium management, however, indicated that the Consortium provides funding to bus operators for ongoing safety training but that no follow-up is done to ensure that drivers remain certified on an ongoing basis.

Additional student safety training programs such as first rider, student safety patrol and bus evacuation training are to be provided by the bus operators. This is mandated in the RFP contract but is absent from the negotiated contract. Discussions with Consortium management indicate that these training programs are usually provided by a bus operators association with sponsorship from the Consortium. Certain student safety training programs such as Buster the Bus are provided by individual schools.

#### *Compliance monitoring process*

Discussions with Consortium management indicated that the Consortium has recently hired an independent contractor to conduct bus operator evaluations on an ongoing basis. Part of the contractor's role will be to ensure that operators are maintaining a list of drivers with valid first aid and CPR training; ensuring that EpiPen training is being provided; and ensuring that the operators are maintaining valid MTO inspection reports. The Consortium intends to follow-up on the results of the evaluations with the operators. The independent contractor assumed his duties in June, 2009.

## **Taxi contracts**

The Consortium has an executed statement of understanding between itself and the taxi operators. They also have a more comprehensive contract, in draft form, which the Consortium intends to propose for the 2009-2010 school year. The following section describes both documents.

### *Statement of understanding*

The existing statement of understanding is valid for a 10 month period from September 2008 to June, 2009. Noteworthy clauses in the statement of understanding include:

- Desired vehicle and driver characteristics. Taxis in use are not to be older than 96 months (8 years). Drivers are required to display their license information.
- Requirements for the taxi operator to:
  - Comply with legal requirements. In particular, the taxi operator is required to submit proof that vehicles in use are authorised and approved by the MTO. Copies of taxi licenses are also to be submitted to the Consortium;
  - Maintain at least \$1M in insurance coverage;
  - Inform the Consortium in the event of an accident involving a taxi with a student onboard;
  - Maintain the confidentiality of student information; and
  - Maintain expected service levels related to wait times and student service.

The statement of understanding also states that it is the parent's responsibility to notify the taxi operator if a taxi is not required. Discussions with Consortium management indicate that there is no process currently in place to follow-up on these cancellations.

The statement of understanding is silent with respect to safety training, termination clauses and dispute resolution mechanisms. The Consortium has signed release-forms from taxi operators allowing them to conduct criminal record checks. Consortium management indicated that such checks are also required as part of the taxi licensing process. Consortium management also indicated that fees were not outlined in the statement of understanding as these charges are regulated by the municipality.

### *Draft taxi operator contract for 2009-10 school year*

Noteworthy clauses in the proposed taxi operator contract outline, among other things:

- The rights of the Consortium. This includes the right to terminate, reorganize, alter or modify routes.
- The services to be provided by the taxi operator.
- Requirements imposed on the taxi operator. This includes the maintenance of appropriate insurance; legal compliance; compliance with instructions issued by the Consortium; preferred driver characteristics; and compliance with service levels outlined in the agreement.
- The information required from the taxi operators. This includes information on:
  - Programs offered by the taxi operator related to the safety of students using taxis. The contract states that an appropriate driver safety training program is to include basic first aid and EpiPen training, but it does not mandate that such training is to be provided to drivers.
  - Financial ability; and
  - Driver's license abstract and CVOR search.
- Other noteworthy clauses that:
  - Outline the liabilities undertaken by the taxi operator and the Consortium;
  - State that no vehicle used shall be more than 8 years old; and
  - Outline the procedure by which the Consortium is to be invoiced.

The proposed contract is silent with respect to dispute resolution processes.

### **Parent drivers**

A contract is currently in place between the Consortium and parent drivers that outlines the minimum amount of automotive liability insurance to be maintained; compliance requirements with respect to Consortium policies and government regulation; and the formula to be used to calculate the value of compensation. The Consortium collects the parent's driver's license and insurance certificate, and also requires that the parent sign a release form for a record search.

Parent drivers are reimbursed for mileage by the Consortium if transporting students based on specific eligibility criteria. Eligibility is determined in consultation with the relevant school Board's special education department and is judged on a case-by-case basis. Consortium management indicated that parent drivers are usually utilized due to a specific geographic, physical, behavioural or psychological need.

### **Transit passes**

The Consortium currently provides transit passes to a number of its students. These transit passes are purchased from the relevant municipal body at a discount. There is currently no contract that outlines this arrangement with the municipality.

### **5.2.3 Accomplishments**

It is recognized that the Consortium now demonstrates the following best practices in addition to the best practices outlined in the original report:

#### **Standard contracts**

The Consortium has standard contracts in place for with all operators, thus ensuring that the contractual relationship between transportation service providers and the Consortium is defined and enforceable.

#### **RFP Contract clauses**

The RFP contract details appropriate legal, safety and other non-monetary terms. This ensures the contractual relationship between transportation service providers and the Consortium is defined and enforceable. The contract contains appropriate wording to automatically extend the contract into following years based on the terms and conditions from the previous years. This ensures that a contract is in place at the start of the school year.

#### **Parent drivers**

Contracts are signed with parent drivers to comply with Board policies and regulations. The formalization of this type of arrangement through contracts and stipulated compliance requirements helps to limit the liability to the Consortium. Parent driver contracts meet a similar burden in terms of appropriate contract clauses as bus operators.

#### **Contract monitoring**

The Consortium, through a third party contractor, performs periodic checks of bus operators and drivers to ensure they are in compliance with safety and legal

requirements. Contract compliance monitoring is a key component of contract management as it helps to determine whether the operators and drivers are complying with stated contract clauses and ultimately if they are providing safe and reliable service.

#### **5.2.4 Opportunities for improvement**

##### **Include additional clauses in the negotiated contract**

It is recognized that the Consortium intends to move all bus operator contracts to the RFP contract and that the RFP contract includes all appropriate clauses. However, it is nonetheless critical that the negotiated contract be amended to include additional clauses since it applies to the majority of the Consortium's routes and will still be in-force for the upcoming school year. Specifically, the negotiated contract should be amended to:

- Mandate safety/First-aid/CPR/EpiPen training; and
- Include a clause with respect to dispute resolution.

##### **Roll-out the RFP contract**

The Consortium should continue with its intention to restructure the terms and conditions of the negotiated contract to reflect those of the RFP contract. This is of particular relevance with respect to the clauses noted above and the compensation formula.

The intent of a component based compensation formula is to compensate operators for each cost item they incur, thus moving the risk of cost escalation to the Consortium. A mark-up may then be applied to particular line items in order to offer the operator a satisfactory rate of return. The Consortium's current negotiated contract is largely unchanged from the contract provided during the original E&E Review. As such, it continues to include a 20% mark-up on cost items such as fuel cost, to which such mark-ups are traditionally not applied. In addition, the inclement weather compensation formula continues to provide compensation for variable costs that are not incurred by operators during inclement weather days. It is recommended that Consortium management make particular efforts to alter the compensation formula in the negotiated contract to better reflect the formula stated in the RFP contract.

## **Sign and execute the draft taxi contract**

The Consortium should continue with its intention to sign the proposed taxi contract for the following school year. However, some of the clauses in the taxi contract should be refined to be in line with best practices seen in other contracts used by the Consortium:

- The contract should mandate, not suggest, First Aid/CPR/EpiPen training; and
- An additional clause with respect to dispute resolution should be included.

## **Document the relationship between municipal transit authorities and the Consortium**

The Consortium should sign either a contract or a statement of understanding with the municipal authorities outlining the service level relationship with respect to the provision of transit passes. This is particularly relevant since the Consortium receives a discount on the standard fare for these passes.

### **5.3 Contract Negotiations**

Contract negotiations are intended to provide an avenue by which the Consortium, as a purchaser of services, can ultimately obtain the best value for money. The goal of the Consortium is to obtain high quality service at fair market prices.

#### **5.3.1 Original recommendations**

##### *Negotiation Process*

*It is recommended that, in order to ensure that market prices are being paid to Operators, a competitive contracting process be used for awarding contracts. The current process of negotiation with the Bus Operators Association does not allow for an establishment of market based rates and limits flexibility in the definition of detailed service standards. By moving towards a competitive process (either through tendering or an RFP), Wellington-Dufferin could define its service level and expectations and the local Operators could bid on the contracts based on their ability to provide the desired level of service. It is recognized that this does not necessarily mean that the cost will decrease, in fact, the cost may increase depending on the specifications within the contract. The advantage however is that the Consortium can be sure they are getting the best value for money and Operators can ensure they are receiving fair pay for the quality of service they provide. Additionally, it is also recommended that the Consortium retain their current restriction on Operator services by limiting total business held by any one Operator. This limitation will ensure that Wellington-Dufferin minimizes its sole source exposure to any one Operator.*

*Retaining this provision will require some flexibility be built into the process in the event of acquisitions and industry consolidation.*

### **5.3.2 Incremental progress**

#### **Bus operator contract negotiation process**

The Consortium has used two processes to procure bus operator services reflecting the two different contracts the Consortium currently has in place.

##### *Negotiated contract*

The negotiated contract used to be negotiated between the Consortium, on behalf of its member school Boards, and a bus operators association who negotiated on behalf of all contracted bus operators. The Consortium's standard practice had been to negotiate the contract on an annual basis. However, based on consultations with the Ministry, the Consortium has decided to negotiate the following year's contract on an operator-by-operator basis. The negotiated contract's automatic renewal clause has been invoked for the following year and, as such, bus operator negotiations for the 2009-2010 school year are currently complete. Discussions with Consortium management indicated that the Consortium plans to move towards the competitive procurement of all of its bus routes and is therefore planning on letting its current negotiated contract expire at the end of its term in 2010.

##### *RFP contract*

The Consortium participated in the Ministry's competitive procurement pilot program and tendered 25% of its bus routes through that process. The RFP procurement process has now concluded and four operators were selected. The tendered contract is to last for five years (2009-2014) with the option to renew the contract for an additional three years. Both Consortium management and members of the Management Committee noted that the Consortium has realized significant cost savings as a result of participating the Ministry's competitive procurement pilot program.

#### **Special needs transportation**

A portion of the Consortium's special needs transportation requirements were procured through the RFP process. Charges related to special needs transportation vary by the size and age of the vehicle contracted, and the size of the area being serviced.

## **Taxi contract negotiation process**

### **5.3.3 Accomplishments**

It is recognized that the Consortium now demonstrates the following best practices in addition to the best practices outlined in the original report:

### **5.3.4 Competitive procurement**

The Consortium has revised its bus operator contracting practice to include a competitive procurement process that has resulted in competitive rates. Competitive procurement processes are recognized as the best means to ensure market rate pricing as they allow the purchaser to obtain the best value for money given a defined set of service expectations. The use of a competitive procurement process introduces the business opportunity to a competitive market. Based on the operator's submission, the Consortium is able to identify the most qualified transportation service operators that offer the best prices for the level of services provided. This is a notable achievement as it is a fundamental step in ensuring that bus operator services are contracted at competitive market rates.

## **5.4 Contract Management**

Contracting practices do not end after a contract is signed. Ongoing monitoring of compliance and performance of contracted service is an important and valuable practice to enhance service levels and ensure that contractors are providing the level of service that was previously agreed upon. Monitoring should be performed proactively and on a regular and ongoing basis in order to be effective.

### **5.4.1 Original recommendations**

*Conduct ongoing monitoring of operator performance*

*It is recommended that the Consortium establish a rigorous program of contract monitoring and enforcement. The key elements to this plan should be:*

- *Operators should be required to demonstrate that they have provided their Drivers appropriate safety and first aid training prior to the start of the school year. Operators can provide copies of certifications or proof of training for each Driver to the Consortium with regular updates as additional training is received;*
- *Consortium staff should take a proactive approach and perform random audits to ensure:*

- *Routes are being followed appropriately;*
- *Buses being operated meet safety requirements as stated in contracts; and*
- *Only assigned students utilize bus services.*
- *Records of these random audits and monitoring activities should be maintained by the Consortium as evidence that monitoring does occur.*

#### **5.4.2 Incremental progress**

##### **Monitoring**

A route auditing procedure is currently in place at the Consortium. However, this process is not random as operators are informed of the route audit prior to its initiation.

Each of the Consortium's area technicians are required to conduct one route audit per week. Items to be considered during the route audit include, among other things:

- Driver compliance with licensing and safety policies and protocols;
- Basic driving skills;
- Loading/unloading of students;
- Student control;
- Equipment availability; and
- Compliance with routing related policies and practices.

Discussions with Consortium management also indicated that some Consortium staff are trained by the operators as to what they should look for during a driver audit.

#### **5.4.3 Opportunities for improvement**

##### **Modify the route auditing process**

It is recognized that the Consortium's route auditing process imposes sufficient documentation and information requirements. However, in order to increase the effectiveness of the route auditing process, it is recommended that the Consortium move towards making route audits random – i.e. route audits should be conducted without informing the bus operator in advance. Making the process random will allow

Consortium staff to gain a clearer view of the service standards maintained by operators on a typical, day- by-day basis. This will improve the Consortiums ability to identify the difference between expectations and reality.

In addition, the Consortium should consider the impact of having staff trained by operators. While it is recognized that this arises from the congenial relationship between the operators and the Consortium, such training also risks biasing the expectations of Consortium staff so as to reduce the level of service expected by Consortium staff.

## **5.5 Results of E&E follow-up review**

The process by which the Consortium negotiates, structures, and manages its contracts for transportation services has been assessed as **Moderate-high**. Particularly positive elements include the execution of a thorough operator contract (the RFP contract); the initiation of a competitive procurement process with bus operators; and sufficient contract compliance management processes.

The primary areas for improvement include the addition of a mandatory first aid/CPR/EpiPen training clause in operator contracts, the documentation of the Consortium's relationship with the municipal transit authorities; the signing of a formal contract with taxi operators; and further refinements to the Consortium's route auditing process. In particular, the Consortium should continue to make efforts to move all bus operator contracts to the recently signed RFP contract.

## 6 Funding Adjustment

The Ministry has asked the E&E Review Team to apply their Funding Adjustment Formula to each Board that was subject to an E&E Review. Note that where Boards are incurring transportation expenses in multiple Consortium sites, the Board's adjustment will be prorated for the portion attributed to the Consortium under review. For example, if 90% of Board A's expenditures are attributed to Consortium A, and 10% of expenditures are attributed to Consortium B, the funding adjustment resulting from Consortium A's review will be applied to 90% of Board A's deficit or surplus position.

The Ministry's funding formula is as follows:

**Table 2: Funding Adjustment Formula**

Overall Rating	Effect on deficit Boards <sup>3</sup>	Effect on surplus Boards <sup>3</sup>
High	Reduce the gap by 100% (i.e. eliminate the gap)	No in-year funding impact; out-year changes are to be determined
Moderate-High	Reduce the gap by 90%	Same as above
Moderate	Reduce the gap by 60%	Same as above
Moderate-Low	Reduce the gap by 30%	Same as above
Low	Reduce the gap by 0%	Same as above

Based on the Ministry's funding formula, in conjunction with our E&E assessment of the Consortium, it is anticipated that the following funding adjustments will be made for each Board:

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<sup>3</sup> This refers to Boards that have a deficit/surplus on student transportation

### Conseil scolaire du district catholique Centre-Sud

Item	Values
2007-08 Transportation Surplus (Deficit)	(\$1,228,815)
% of Surplus (Deficit) attributed to the Consortium (rounded)	2.19%
Revised amount to be assessed under the Consortium	(\$26,943)
E&E Rating	High
Funding Adjustment based on Ministry's Funding Adjustment Formula	100%
Total Funding adjustment	\$26,943

### Conseil scolaire de district du Centre Sud-Ouest

Item	Values
2007-08 Transportation Surplus (Deficit)	(\$489,907)
% of Surplus (Deficit) attributed to the Consortium (rounded)	1.94%
Revised amount to be assessed under the Consortium	(\$9,480)
E&E Rating	High
Funding Adjustment based on Ministry's Funding Adjustment Formula	100%
Total Funding adjustment	\$9,480

### Dufferin-Peel Catholic District School Board

Item	Values
2007-08 Transportation Surplus (Deficit)	(\$57,308)
% of Surplus (Deficit) attributed to the Consortium (rounded)	10.00%
Revised amount to be assessed under the Consortium	(\$5,731)
E&E Rating	High
Funding Adjustment based on Ministry's Funding Adjustment Formula	100%
Total Funding adjustment	\$5,731

## Upper Grand District School Board

Item	Values
2007-08 Transportation Surplus (Deficit)	(\$919,672)
% of Surplus (Deficit) attributed to the Consortium (rounded)	100.00%
Revised amount to be assessed under the Consortium	(\$919,672)
E&E Rating	High
Funding Adjustment based on Ministry's Funding Adjustment Formula	100%
Total Funding adjustment	\$919,672

## Wellington Catholic District School Board

Item	Values
2007-08 Transportation Surplus (Deficit)	\$121,700
% of Surplus (Deficit) attributed to the Consortium (rounded)	100.00%
Revised amount to be assessed under the Consortium	\$121,700
E&E Rating	High
Funding Adjustment based on Ministry's Funding Adjustment Formula	No adjustment
Total Funding adjustment	\$Nil

(Numbers will be finalized when regulatory approval has been obtained.)

## 7 Appendix 1: Glossary of Terms

<b>Terms</b>	<b>Definitions</b>
Act	Education Act
Assessment Guide	The guide prepared by the E&E Review Team and the Ministry of Education which will be used as the basis for determining the overall effectiveness and efficiency of each Consortium
Common Practice	Refers to a set of planning parameters that have been reported by Ontario school boards as the most commonly adopted planning policies and practices. These are used as references in the assessment of the relative level of service and efficiency.
Consortium, the; or STWDSTS	Service de Transport de Wellington-Dufferin Student Transportation Services Consortium
CSDCCS	Conseil scolaire du district catholique Centre-Sud
CSDCSO	Conseil scolaire de district du Centre Sud-Ouest
Deloitte	Deloitte & Touche LLP (Canada)
Driver	Refers to bus Drivers, see also operators
DPCDSB	Dufferin-Peel Catholic District School Board
E&E	Effectiveness and Efficiency
E&E Review Team	As defined in Section
E&E Reviews	As defined in Section
Effective	Having an intended or expected effect; the ability to deliver intended service
Efficient	Performing or functioning in the best possible manner with the least waste of time and effort; the ability to achieve cost savings without compromising safety
Evaluation Framework	The document, titled “Evaluation Framework for the Service de Transport de Wellington-Dufferin Student Transportation Services Consortium” which supports the E&E Review Team’s Assessment; this document is not a public document

<b>Terms</b>	<b>Definitions</b>
Funding Adjustment Formula	As described in Section 1.3
HR	Human Resources
IT	Information Technology
JK/SK	Junior Kindergarten/Senior Kindergarten
KPI	Key Performance Indicators
Management Consultants	As defined in Section 1.2
Memo	Memorandum 2006: SB13, dated July 11 issued by the Ministry
Ministry	The Ministry of Education of Ontario
MPS	Management Partnership Services Inc., the routing consultant, as defined in Section 1.2 and 1.3
MTO	The Ministry of Transportation of Ontario
operators	Refers to companies that operate school buses, boats or taxis and the individuals who run those companies. In some instances, an operator may also be a Driver.
Overall Rating	As Defined in Section 1.3 of the Evaluation Framework
Partner Boards, member Boards or Boards	The school boards that have participated as full partners or members in the Consortium
Rating	The E&E Assessment score on a scale of High to Low, see Section 1.3
Report	The report prepared by the E&E Review Team for each Consortium that has undergone an E&E Review (i.e. this document)
Separate Legal Entity	Incorporation
UGDSB	Upper Grand District School Board
WCDSB	Wellington Catholic District School Board

## 8 Appendix 2: Financial Review – by School Board

### Conseil scolaire du district catholique Centre-Sud

Item	2004/2005	2005/2006	2006/2007	2007/2008	2008/09
Allocation <sup>4</sup>	\$12,630,012	\$13,724,837	\$13,794,390	\$15,420,758	\$16,261,779
Expenditure <sup>5</sup>	\$13,724,837	\$14,857,246	\$14,802,372	\$16,648,767	\$17,603,254
Transportation Surplus (Deficit)	(\$1,094,825)	(\$1,492,966)	(\$1,007,982)	(\$1,228,009)	(\$1,341,475)
Total Expenditures paid to the Consortium	N/A	\$366,973	N/A	\$364,608	\$880,163
As % of total Expenditures of Board	N/A	2.47%	N/A	2.19%	5.00%

### Conseil scolaire de district du Centre Sud-Ouest

Item	2004/2005	2005/2006	2006/2007	2007/2008	2008/09
Allocation <sup>4</sup>	\$8,304,419	\$8,498,243	\$8,596,404	\$9,717,815	\$10,302,812
Expenditure <sup>5</sup>	\$8,675,037	\$9,003,618	\$9,226,665	\$10,206,730	\$10,404,715
Transportation Surplus (Deficit)	(\$370,618)	(\$505,375)	(\$630,261)	(\$488,915)	(\$101,903)
Total Expenditures paid to the Consortium	N/A	\$170,448	N/A	\$197,502	N/A
As % of total Expenditures of Board	N/A	1.89%	N/A	1.94%	N/A

<sup>4</sup> Allocation based on Ministry data – includes all grant allocations for transportation (Section 9 00008C, Section 13 00006C, Section 13 00012C)

<sup>5</sup> Expenditure based on Ministry data – taken from Data Form D: 730C (Adjusted expenditures for compliance) – 212C (Other Revenues) + 798C (Capital expenditures funded from operating)

## Dufferin-Peel Catholic District School Board

Item	2004/2005	2005/2006	2006/2007	2007/2008	2008/09
Allocation <sup>4</sup>	\$15,536,409	\$16,459,877	\$18,762,887	\$20,402,729	\$21,259,421
Expenditure <sup>5</sup>	\$20,135,917	\$21,303,755	\$20,899,082	\$20,460,037	\$21,213,189
Transportation Surplus (Deficit)	(\$4,599,508)	(\$4,843,878)	(\$2,136,195)	(\$57,308)	\$46,232
Total Expenditures paid to the Consortium	N/A	\$1,250,000	N/A	\$2,046,003	N/A
As % of total Expenditures of Board	N/A	6%	N/A	10%	N/A

## Upper Grand District School Board

Item	2004/2005	2005/2006	2006/2007	2007/2008	2008/09
Allocation <sup>4</sup>	\$10,457,881	\$10,993,812	\$12,949,657	\$13,258,402	\$13,721,230
Expenditure <sup>5</sup>	\$12,806,551	\$13,500,378	\$13,912,123	\$14,178,074	\$14,956,894
Transportation Surplus (Deficit)	(\$2,348,670)	(\$2,506,566)	(\$962,466)	(\$919,672)	(\$1,235,664)
Total Expenditures paid to the Consortium	\$12,806,551	\$13,500,378	\$13,912,123	\$14,178,074	\$14,956,894
As % of total Expenditures of Board	100%	100%	100%	100%	100%

## Wellington Catholic District School Board

Item	2004/2005	2005/2006	2006/2007	2007/2008	2008/09
Allocation <sup>4</sup>	\$3,393,592	\$3,550,319	\$3,664,478	\$3,741,432	\$3,868,640
Expenditure <sup>5</sup>	\$3,466,467	\$3,547,836	\$3,814,711	\$3,619,732	\$4,070,000
Transportation Surplus (Deficit)	(\$72,875)	\$2,483	(\$150,233)	\$121,700	(\$201,360)
Total Expenditures paid to the Consortium	\$3,466,467	\$3,547,836	\$3,814,711	\$3,619,732	\$4,070,000
As % of total Expenditures of Board	100%	100%	100%	100%	100%

## 9 Appendix 3: Document List

1. Annual Transportation Planning Checklist
2. Article - Add arts to schools NDP panel urges - May 6
3. Article - Boards balance budgets -- at a cost - June 28 08
4. Article - Funding variances between boards - Upper Grand - May 5 09.doc
5. Article - Get Students Walking -Aug 26 2008
6. Article - Keep Neighborhood Schools- Oct 4
7. Article - Kindergarten Busing Program Registration - Aug 6 08
8. Article - Ministry RFP Process
9. Article - School board and township to supply more busing - June 27 08
10. Article - Stranded student walks home alone December 19 2008
11. Article - Students get on green bus - May 17 2008
12. Article - Transportation shortfall ongoing issue; Trustees notebook May 29 2007
13. Article - Trees Offset Students' Bus Trips - May 17 2008.doc
14. Article - Trustee says funding to blame-26th Sept
15. Article - Whys your kid's bus late? The answer is online
16. Agreement for Transportation - RFP 2009-10
17. Arrow Road Lease Agreement
18. Bus Company Evaluation Cover Sheet
19. Bus Company Evaluation Forms
20. Bus operator delay report
21. Completed route evaluation
22. Consortium agreement 2008
23. Computer Maintenance Contract 2008-09

24. Contract extension letter
25. CSD Centre Sud-Ouest 07-08 Survey Profile
26. CSDC Centre-Sud 07-08 Survey Profile
27. CSDCCS 3rd quarter invoice
28. CSDCSO 3rd quarter invoice
29. Coding - Medical Students
30. Dufferin Peel CDSB 07 -08 Survey Profile
31. DPCDSB 3rd quarter invoice
32. EE follow-up Checklist Wellington Dufferin
33. Financial Info and Survey Snapshot
34. Final Transportation RFP Scoring Sheets
35. Form - TF002 - life-threatening and management plan
36. Form - TF003 - operator contract submission form
37. Form - TF004 - survey of service form
38. Form - TF005 - alternate transportation request form
39. Form - TF006 - request for courtesy transportation
40. Form - TF007 - bus delay and route deviation form
41. Form - TF010 - accident report form
42. Form - TF011- request for medical transportation form
43. Form - TF012- request for specialized transportation form
44. Form - TF013 - parent driver invoice form
45. Form - TF015 - out of area request form
46. Form - TF019 - request for booster or car seat
47. Form - TF020 - customer contact form
48. Form - TF021- request for bell time change memo

49. Form - TF023 - taxi search release form
50. Form - TF026 - school purpose vehicle information form
51. Form - TF033 - request for stop location review
52. Form - TF035 - route evaluation form
53. GEOREF agreement 2008-09
54. Letters of patent
55. Membership agreement 2009
56. Minutes - TMCmtg01-16-09agda.doc
57. Minutes - TMCmtg01-16-09min.doc
58. Minutes - TMCmtg03-20-09agda.doc
59. Minutes - TMCmtg03-20-09min.doc
60. Minutes - TMCmtg05-19-09agda.doc
61. Minutes - TMCmtg05-19-09min.doc
62. Minutes - TMCmtg08-18-08agda.doc
63. Minutes - TMCmtg09-11-08agda.doc
64. Minutes - TMCmtg09-11-08min.doc
65. Minutes - TMCmtg10-01-08agda.doc
66. Minutes - TMCmtg11-14-08agda.doc
67. Minutes - TMCmtg11-14-08min
68. Next Year Database
69. OSBIE Insurance Policy
70. Orangeville Christian School agreement 2008-09
71. Operator Agreement 08-09
72. Operator Agreement 09-10
73. Organization flow chart 2008

74. Optimization Final Report
75. Parent driver agreement - 2008-09
76. Position responsibilities
77. Policy - 001 - administrative detail.doc
78. Policy - 002 - transportation eligibility.doc
79. Policy - 003 - new transportation request
80. Policy - 004 - responsibility of student
81. Policy - 005 - responsibility of parents and guardians
82. Policy - 006 - responsibility of principal
83. Policy - 007 - responsibilities of operators and drivers
84. Policy - 008 - responsibilities of STWDSTS
85. Policy - 009 - walking distances to the bus stop
86. Policy - 010 - public transit
87. Policy - 011 - transportation of co-op students
88. Policy - 012 - out-of-area students
89. Policy - 013 - duration of bus trip
90. Policy - 014 - second address
91. Policy - 015 - accompaniment at bus stop
92. Policy - 016 - pick-up and drop-off locations
93. Policy - 017 - courtesy transportation
94. Policy - 018 - joint custody
95. Policy - 019 - child booster seats, car seats
96. Policy - 020 - special and medical transportation
97. Policy - 021 - EPIPEN emergency procedures
98. Policy - 022 - emergency procedures - first aid – CPR

99. Policy - 023 - accident or incident procedures
100. Policy - 024 - inclement weather bus cancellation
101. Policy - 026 - progressive discipline
102. Policy - 027 - bell time changes
103. Policy - 028 - process for appealing decisions
104. Policy - 029 - temporary transportation requests
105. Policy - 030 - lost child
106. Policy - 031 - hazard transportation eligibility
107. Policy - 032 - service parameters
108. Policy - 033 - student code of conduct
109. Policy - 034 - transportation for child care
110. Policy - 035 - transportation of equipment
111. Policy - 036 - transportation for field trips
112. Policy - 037 - video cameras on school buses
113. Policy - 038 - responsibilities of taxi operators and drivers
114. Policy - 039 - responsibilities parent drivers
115. Policy - 040 - transporting students with service dogs
116. Policy - 041 - other contractual agreement
117. Policy - 042 - Life-Threatening and Prevention Plan
118. Policy - 043 - purchasing policy
119. Policy - STWDSTS pandemic plan
120. Purchase of Service Agreement 2009-10
121. RAA 2009-10 contract
122. RAA 2008-09 contract
123. Sample bus route evaluation

124. Staff Training Plan
125. Staff Training Summary
126. Staff Training Summary
127. Special Needs Coding
128. Student Import Checklist
129. Student Update Comparison
130. STWDSTS RFP 2-10-09 Final
131. STWDSTS 2008-09 budget year to date
132. STWDSTS - monthly report card
133. STWDSTS bylaws 2009
134. SUMMARY 3rd quarter
135. Support Services Agreement 2008
136. TA007 - Office Clerical Technical Agreement 2007-08
137. TA008 - Administrative Employee Agreement 2007-08
138. Taxi Service Agreement 2009-10
139. Taxi Statement of Understanding 08-09
140. TF008 - code of conduct
141. TF009 - courtesy letter
142. TF014 - transportation guide for parents
143. TF016 - code of conduct for posting on bus
144. TF017 - report of pupil misconduct
145. TF018 - taxi contract submission form 08
146. TF022E - transportation newsletter insert2009
147. TF024 - school purpose search release form
148. TF025 - parent insurance memo 08

149. TF027 - expect level of service school purpose
150. TF028 - expected level of taxi service
151. TF029 - Operator Startup Memo 08
152. TF030 - service dog letter to parents
153. TF031 - September transportation information for schools
154. TF032 - transportation pin letter
155. TF034 - camera in bus letter
156. TF036 - instructions to route evaluator
157. TF037 - route evaluation report to operator
158. Transportation RFP Mandatory Requirements evaluation
159. Training certificates
160. UGDSB 3rd quarter invoice
161. Upper Grand DSB 0708 Survey Profile
162. WCDSB 3rd quarter invoice
163. Wellington Dufferin Survey Profile

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