



**BRANT HALDIMAND NORFOLK
Catholic District School Board**

Agenda
Catholic Education Centre
322 Fairview Drive
Brantford, ON N3T 5M8

**Committee of the Whole
Tuesday, April 20, 2010 7:00 pm
Boardroom**

- 1. Call to Order**
 - 1.1 Opening Prayer – Joe McPherson, Chair of the Committee of the Whole
 - 1.2 Attendance

- 2. Routine Matters**
 - 2.1 Approval of the Agenda
 - 2.2 Declaration of Interest
 - 2.3 Approval of Minutes from the Committee of the Whole – March 23, 2010 Pages 3-7
 - 2.4 Business Arising from Minutes

- 3. Presentations and Delegations:**
 - 3.1 Student Jacob McGivern of St. Bernard of Clairvaux will present his speech that placed first in the junior public speaking contest in the Holy Trinity Catholic Family of Schools.
 - 3.2 The Board will honour Sr. Mary Walter, C.S.J., who is celebrating her 50th Anniversary as a Sister of St. Joseph and express gratitude for her dedication and involvement with our schools and parishes.

- 4. Committee and Staff Reports**
 - 4.1 Approved SEAC Minutes – March 10, 2010 Pages 8-9
Presenter: Dennis Blake, Trustee Representative on the SEAC
 - 4.2 Unapproved Regional School Council Meeting Minutes – March 1, 2010 Pages 10-11
Presenter: Bonnie McKinnon, Trustee Representative on the Regional Catholic School Council
 - 4.3 Unapproved Accommodations Committee Meeting Minutes – April 6, 2010 Pages 12-13
Presenter: Cliff Casey, Chair of Accommodations Committee
 - 4.4 Board Enrolment – March 2010 Pages 14-15
Presenter: Chris Roehrig, Superintendent of Education
 - 4.5 2010-11 Grants for Student Needs Page 16
Presenter: Wally Easton, Associate Director
 - 4.6 Financial Report – February 2010 Pages 17-21
Presenter: Wally Easton, Associate Director



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4.7 Early Learning Program Pages 22-24
Presenter: Trish Kings, Superintendent of Education

4.8 Bus Operator Contracts Pages 25-68
Presenter: Wally Easton, Associate Director

5. Information and Correspondence

6. Notices of Motion

7. Trustee Inquiries

8. Business In-camera

207. **(2) Closing of certain committee meetings.** A meeting of a committee of a board, including a committee of the whole board, may be closed to the public when the subject-matter under consideration involves,
- The security of the property of the board;
 - The disclosure of intimate, personal or financial information in respect of a member of the board or committee, an employee or prospective employee of the board or a pupil or his or her parent or guardian;
 - The acquisition or disposal of a school site;
 - Decisions in respect of negotiations with employees of the board; or
 - Litigation affecting the board.

9. Report on the In-camera Session

10. Future Meetings and Events Page 69

11. Moment of Silent Reflection

12. Adjournment

Next meeting: CW – Tuesday, May 18, 2010 at 7:00 pm – Boardroom



Committee of the Whole
Tuesday, March 23, 2010 7:00 pm
Boardroom

Present: Trustees:

Joe McPherson (Chair, Committee of the Whole), Dennis Blake, Cliff Casey, Dan Dignard, Bonnie McKinnon, June Szeman, Chris Radojewski (Student Trustee)

Senior Administration:

Cathy Horgan (Director of Education), Wally Easton (Associate Director, Corporate Services & Treasurer) Bill Chopp (Superintendent of Education)

Absent:

1. Call to Order

1.1 Opening Prayer

The meeting was opened with a prayer led by Joe McPherson, Chair of the Committee of the Whole.

2. Routine Matters

2.1 Approval of the Agenda

Moved by: Bonnie McKinnon

Seconded by: June Szeman

THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board approves the agenda for the March 23, 2010 meeting.

Carried

2.2 Declaration of Interest: Nil

2.3 Approval of Minutes from the Committee of the Whole from February 16, 2010.

Moved by: Bonnie McKinnon

Seconded by: June Szeman

THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board approves the minutes from the February 16, 2010 meeting.

Carried

2.4 Business Arising from Minutes: Nil



3. Presentations and Delegations:

Chair, Joe McPherson, welcomed Olivia Pomponio and Halle Sitarski and their families. Olivia, who placed first in the junior public speaking contest in the St. John's College Family of Schools competition, presented her speech on *Winning the Lottery*. Halle, who placed first in the Intermediate public speaking contest in the St. John's College of Schools competition, presented her speech on *Books*.

4. Discussion Items

4.1 Approved Special Education Advisory Committee Meeting Minutes of February 10, 2010

Trustee Dennis Blake, representative on the Special Education Advisory Committee, reviewed the minutes from the meeting of February 10, 2010.

Moved by: Bonnie McKinnon

Seconded by: June Szeman

THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board receives the minutes from the Special Education Advisory Committee meeting of February 10, 2010.

Carried

4.2 Unapproved Budget Committee Meeting Minutes of February 23, 2010

Dennis Blake, Chair of the Budget Committee, reviewed the minutes from the meeting of February 23, 2010. Trustee Blake requested that if Trustees have budget goals they want considered, to please submit them to him prior to the next Budget Committee meeting. Associate Director Wally Easton reviewed the budget process procedures, including public consultation methods and timelines.

Moved by: Dan Dignard

Seconded by: Cliff Casey

THAT the Budget Committee recommends the Committee of the Whole refer the unapproved minutes from the Budget Meeting of February 23, 2010 to the Brant Haldimand Norfolk Catholic District School Board for receipt.

THAT the Budget Committee recommends the Committee of the Whole refer the recommendation from the Budget Meeting of February 23, 2010 to the Brant Haldimand Norfolk Catholic District School Board for approval.

THAT the Budget Committee recommends the Committee of the Whole refer the Budget Planning Report to the Brant Haldimand Norfolk Catholic District School Board for approval of the budget procedures as outlined in the Budget Procedures Manual.

Carried



4.3 Unapproved Policy Committee Meeting Minutes of March 9, 2010

Bonnie McKinnon, Chair of the Policy Committee, reviewed the minutes from the meeting of March 9, 2010.

Moved by: Dan Dignard

Seconded by: Bonnie McKinnon

THAT the Policy Committee recommends that the Committee of the Whole refer the unapproved minutes from the Policy Committee Meeting of March 9, 2010 to the Brant Haldimand Norfolk Catholic District School Board for receipt.

Carried

4.4 2010-11 School Year Calendar

Superintendent of Education Bill Chopp reviewed highlights of the 2010-11 School Year Calendar report, including the designation of September 2, 2010 as a *System Faith Day* Professional Activity Day prior to Labour Day to meet the Ministry requirement of 194 school days in a school year. Trustees raised concern regarding the impact of Friday the 13th events in Port Dover (May 13, 2011) and requested that staff present possible solutions at the March 30 Board Meeting.

Moved by: Dan Dignard

Seconded by: June Szeman

THAT the Committee of the Whole refers the report to Senior Administration for review and defers approval of the 2010-11 School Year Calendars for Elementary and Secondary Schools until the March 30, 2010 Board Meeting.

Carried

4.5 Trustee Determination & Distribution – 2010 Elections

Associate Director Wally Easton reviewed the process used for trustee determination and distribution for the October 25, 2010 election as outlined in Regulation 412/00 of the *Education Act*. Concerns were expressed about the declining Catholic electoral population and suggestions made about how best to reach and help ensure that all Catholic voters are registered as Catholic school supporters. Trustees were in agreement that funds should be allocated in the budget to support this endeavour.

Moved by: Dan Dignard

Seconded by: June Szeman

THAT the Committee of the Whole recommends the Brant Haldimand Norfolk Catholic District School Board approve the following:

1. THAT, for purposes of the 2010 election, the number of trustees is determined to be six.
2. THAT, for purposes of the 2010 election, the Brant Haldimand Norfolk Catholic District School Board has not designated any low population areas within its jurisdiction.



3. THAT, for the purposes of the 2010 election, the Brant Haldimand Norfolk Catholic District School Board has determined the distribution of trustees to be two trustees for the City of Brantford, two trustees for the County of Norfolk, one trustee for the County of Brant and one trustee for the County of Haldimand.

Carried

4.6 Student Trustee Report – March 2010

Student Trustee Chris Radojewski reviewed the Student Trustee Report for March, 2010. He highlighted the 10th Annual Leadership Symposium, *Working Together and Going Forward*, scheduled for May 25, 2010 and updated the Board on events taking place at the secondary schools.

Moved by: Dan Dignard

Seconded by: June Szeman

THAT the Committee of the Whole refers the Student Trustee Report - March 2010 report to the Brant Haldimand Norfolk Catholic District School Board for receipt.

Carried

5. Information and Correspondence

Chair of the Board June Szeman reviewed acknowledgment letters received from outgoing Minister of Education Kathleen Wynne and incoming Minister Leona Dombrowsky. She also provided highlights from a letter received from Leona Dombrowsky regarding the 2010/11 Grants for Student Needs (GSN) and the Ministry's ongoing commitment to implementing the Early Learning Program and supporting the Provincial Discussion Table agreements, as well as a letter from the District School Board of Niagara regarding trustee remuneration.

Moved by: Dan Dignard

Seconded by: Dennis Blake

THAT the Committee of the Whole receives the information and correspondence since the last meeting.

Carried

6. Notices of Motion: Nil

7. Trustee Inquiries:

Trustee Dignard reiterated concerns regarding the decreasing number of Catholic school supporters and wanted confirmation that specific actions are being taken to address this. Director Horgan reviewed the mandate for the Catholicity Committee and explained that the Committee is adopting some of the strategies being developed at a provincial level. A Catholicity Committee report summarizing the specific local actions being taken will be presented at the May 18, 2010 Committee of the Whole meeting.

Trustee Blake inquired about the status of a meeting for Trustees to be updated on the Board's Transportation policy, as well as Transportation Consortia procedures. Associate Director Easton will follow up on this request.



8. Business In-Camera

Moved by: Dan Dignard
Seconded by: Dennis Blake

THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board moves to an in-camera session.

Carried

9. Report on the In-Camera Session

Moved by: Dan Dignard
Seconded by: Cliff Casey

THAT the Brant Haldimand Norfolk Catholic District School Board approves the business from the in-camera session.

Carried

10. Future Meetings

The list of upcoming meetings and events was reviewed by Trustees.

11. Moment of Silent Reflection

12. Adjournment

Moved by: Dan Dignard
Seconded by: Dennis Blake

THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board adjourns the meeting of March 23, 2010.

Carried

Next Meeting: Tuesday, April 20, 2010 - Boardroom



**BRANT HALDIMAND NORFOLK
Catholic District School Board**

SEAC Minutes

March 10, 2010
Catholic Education Centre
322 Fairview Drive
Brantford, ON N3T 5M8

**Special Education Advisory Committee Meeting
Wednesday, March 10, 2010 – 7:00pm
Location: Fatima Resource Centre, 344 Erie Avenue, Brantford**

1. Opening Prayer

Terre Slaght opened the meeting with a prayer.

2. Opening Remarks and Attendance– Cathy Pearson, Chair

Cathy Pearson welcomed guests and committee members to the meeting.

Present at the meeting were Dennis Blake, Cathy Daly, Colleen Demarest, Barb Mitchell, Cathy Pearson, Terre Slaght and Bill Chopp.

Absent from the meeting were Michelle Feeney, Lisa Stockmans, Paul Sanderson, Nancy Smith and Dianne Wdowczyk.

3. Approval of Minutes – February 10, 2010

A motion was made to approve the February 10, 2010 SEAC minutes by Cathy Daly and seconded by Dennis Blake.

Approved

4. Approval of Agenda

The agenda was approved with the agenda item 6.1.2. deferred to a later date. The agenda was approved on a motion moved by Colleen Demarest and seconded by Dennis Blake.

Approved

5. Presentation – Transition Classrooms

Special Education Resource Teachers (SERTs) Tara D'Agostino and Laurie Vanderlee made a presentation on the transition classrooms being run out of Notre Dame School, Brantford and St. Joseph's School, Simcoe. Tara and Laurie explained to the committee the rationale for the program and presented a video. A question and answer session followed the presentation. Dennis Blake requested some more detailed data on the program to help create awareness. Terre Slaght thanked the presenters for their time.

6. Reports

6.1. Principal of Program: Special Education – Terre Slaght

6.1.1. Reading Upgrade Report to the Board

The Board received funding from the Ministry of Education to help implement the "Learning for All" document. This funding was used to purchase the "Reading Upgrade" program to help with Grade 3 students who are in the "at risk" level for 8



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SEAC Minutes

March 10, 2010
Catholic Education Centre
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literacy. Dave Szuty, Program Consultant – Special Education, John Silvestri – SERT and Dan Pace – SERT have been overseeing this project. A slide presentation was made showing statistics of the program's success and a sample session of the program was demonstrated for the committee. After a question and answer session, it was requested that an update be presented later in the year to monitor the program's success. A demonstration of the program can be viewed at <http://www.learningupgrade.com/>.

6.1.2. SEAC Website Development

Dave Szuty walked the committee through the Board website and updated them on the status of the SEAC section. We will continue to develop and improve the SEAC subpage.

6.1.3. JK/SK Registration Update

There will be meetings held on April 7, 2010, April 8, 2010 and April 9, 2010 to review the JK/SK registrations for September 2010. A better idea of the number of students coming in will be available after that time.

6.2. Superintendent of Education - Bill Chopp

6.2.1. SERT Allocation Process

This item was deferred to a future meeting.

6.2.2. Educational Assistant Allocations

The 2010-11 EA Allocation process package was distributed to the committee for review.

7. Community Agency Updates - SEAC Members - NIL

8. Business For Next Meeting - NIL

9. Adjournment

Members were thanked for their attendance and the meeting was adjourned.



**Regional Catholic School Council Meeting
Monday, March 1, 2010 – 7:00 p.m.
Catholic Education Centre – Boardroom**

1. Welcome

Bill Chopp, Superintendent of Education, welcomed everyone to the meeting and introduced Ken Spong, Chair of the Regional Catholic School Council Executive Committee.

2. Opening Prayer

The attendees participated in a prayer.

3. Approval of Minutes – November 3, 2009

A motion was made to approve the November 3, 2009 Regional School Council minutes by Liz Kolenko and seconded by Nancy McKinnon.

Approved

4. Introductions

4.1. Trustees

Ken Spong introduced June Szeman, Chair of the Board and Bonnie McKinnon, Trustee of the Board.

4.2. Executive Committee – Edith Heleniak, Nancy McKinnon

Ken Spong introduced Nancy McKinnon, Secretary of the Regional School Council Executive Committee and Edith Heleniak, Co-Chair of the Regional School Council Executive.

5. Introduction of Rod Peturson, Ministry of Education

Ken Spong

Ken Spong introduced Rod Peturson from the Ministry of Education, who made a presentation on the Early Learning Program – Full Day Kindergarten.

5.1. Presentation: Strategic Plan

Rod Peturson gave the audience some background on early learning studies and the development of the Early Learning Program. Details were given on how the program is to be rolled out over a five-year period and the options available to parents. Rod Peturson explained the proposed classroom dynamics, schedule and the suggested roles that the teacher and the Early Childhood Educator will have in the classrooms.

A question and answer session was held after the formal presentation was finished.



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Regional Catholic School Council Minutes

March 1, 2010

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Ken Spong thanked Rod Peturson for his time and for the information he shared with our group.

6. Introduction of Dr. Dina Dalia, Equity Officer

Ken Spong

Ken Spong introduced Dina Dalia, Equity Officer, who made a presentation on safe schools.

6.1. Presentation: Safe Schools

Dr. Dina Dalia, Equity Officer, explained the safe schools initiative. A video regarding safe schools was played. Information was given on the following:

- Bill 212 – Progressive Discipline and School Safety Act
- Bill 157 – Keeping our Kids Safe at School
- PPM 119 – Developing and Implementing Equity and Inclusive Education Policies in Ontario Schools
- Areas of focus with respect to a Board's equity and inclusive education policy
- Requirements for Boards

7. Adjournment

Ken Spong asked the group to submit suggestions for a Regional School Council Symposium. He thanked everyone for attending and called the meeting adjourned.



**Accommodations Committee
Tuesday, April 6, 2010 – 3:00 p.m.
Via Teleconference**

Present: Dennis Blake, Cliff Casey (Chair), Wally Easton, Joe McPherson, June Szeman

1. Opening Prayer

Cliff Casey opened the meeting with prayer.

2. Approval of the Agenda

Moved by: June Szeman

Seconded by: Dennis Blake

THAT the Accommodations Committee approves the Agenda of April 6, 2010.

Carried

3. Approval of the Minutes

Moved by: Dennis Blake

Seconded by: June Szeman

THAT the Accommodations Committee approves the Minutes of February 23, 2010.

Carried

4. Declaration of Conflict of Interest: Nil.

5. Business Arising from the Minutes: Nil.

6. Information Items:

Surplus Property

Wally Easton informed the Committee that a tender advertisement regarding the sale of the former Sacred Heart School, Paris property was placed in The Expositor and the Paris Star. Also, a Notice of Public Tender has been placed on the Board's website regarding this property. There are two dates for potential bidders to view the property and the tender closes on Thursday, April 22, 2010. The Board has received approval from the Ministry of Education to sell the property. Approval to complete the sale will be requested from the Board of Trustees when bids have been received.

Moved by: Dennis Blake

Seconded by: June Szeman

THAT the Accommodations Committee recommends the Committee of the Whole refer the Surplus Property report to the Brant Haldimand Norfolk Catholic District School Board for receipt.

Carried

Current Capital Projects

Wally Easton updated the Committee on the following major construction projects:

Southwest Brantford School – The construction contract has been awarded to Jasper Construction and a contract will be signed soon. The Contractor should be on site in early April 2010.



BRANT HALDIMAND NORFOLK Catholic District School Board

Minutes

Catholic Education Centre
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St. John's College Addition - The tender document for this project will be completed soon and it is anticipated that construction will begin in late June 2010. The addition will include a construction shop, five new science classrooms, upgraded food services classroom, upgraded computer technology labs, new special education classrooms and a new chapel.

Providence Resource Centre Demolition –The Board approved the demolition of the Providence Resource Centre (PRC) and the relocation of Information Technology (IT) Department staff to St. Mary School, effective June 30, 2010. Engineers were asked to review the necessary renovations at St. Mary School to accommodate the IT Department and preliminary estimates are well in excess of the amount allocated. It has also been determined that the room to house IT Department servers is not suitable. Therefore, it is necessary to delay the move of IT Department staff and the demolition of the PRC for one year.

Additions to St. Peter and St. Bernard of Clairvaux Schools – The Board requested approval from the Ministry of Education to build additions to St. Peter and St. Bernard of Clairvaux schools to accommodate the reduction in primary class size. The Ministry has rejected the Board's request; therefore, these projects will not be proceeding.

Moved by: Dennis Blake

Seconded by: Joe McPherson

THAT the Accommodations Committee recommends the Committee of the Whole refer the Current Capital Projects report to the Brant Haldimand Norfolk Catholic District School Board for receipt.

Carried

7. **Trustee Inquiries:** Nil.

8. **Move to In-Camera Session**

Moved by: Joe McPherson

Seconded by: Dennis Blake

THAT the Accommodations Committee moves to an In-Camera Session.

Carried

9. **Report on the In-Camera Session**

Moved by: Dennis Blake

Seconded by: Joe McPherson

THAT the Accommodations Committee approve the business of the In-Camera Session.

Carried

10. **Adjournment**

The meeting was adjourned at 3:37 p.m.

Next meeting will be determined at the Call of the Chair.

**REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC
DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE**

Prepared by: Chris N. Roehrig, Superintendent of Education
Presented to: Committee of the Whole
Submitted on: April 21, 2010
Submitted by: Cathy Horgan, Director of Education & Secretary

BOARD ENROLMENT – MARCH, 2010

Public Session

BACKGROUND INFORMATION:

In past years staff has reported enrolment to the Board monthly. This year we will report four times during the year at key dates. One of the key dates is October 31 as the Ministry of Education calculates grants based on the October and March 31 enrolments. The Average Daily Enrolment is used by the Ministry of Education for grant purposes.

DEVELOPMENTS:

Attached is the enrolment report indicating students attending our schools as of March 31, 2010. Projected enrolments and enrolments for the same month last year are also provided. The system Average Daily Enrolment on March 31, 2010 is slightly lower than the projected enrolment by approximately 22 students. The Average Daily Enrolment in the secondary panel is lower than the projected enrolment by 18 students.

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board receives the enrolment report for March 31, 2010.

**BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD
ENROLMENT AT MAR 31, 2010**

Appendix A

	Mar 31 2010 Actual FTE	Actual ADE 2009 2010	Ministry Projected Estimates ADE 2009-2010	Mar 31 2009
	Includes Spec Ed			
Blessed Sacrament	155.5	159.5	163.5	178.5
Christ the King	118.0	116.5	115.0	141.5
Holy Cross	138.5	137.8	137.0	173.5
Holy Family	154.0	155.3	156.5	179.0
Jean Vanier	313.0	316.5	320.0	
Notre Dame (Brantford)	328.0	322.0	316.0	346.5
Notre Dame (Caledonia)	397.0	397.5	398.0	416.0
Our Lady of Fatima (Closed)	0.0	0.0	0.0	181.5
Our Lady of Fatima (Courtland)	110.0	109.8	109.5	119.0
Our Lady of LaSalette	115.5	115.8	116.0	123.0
Our Lady of Providence	390.0	392.8	395.5	399.0
Resurrection	170.5	171.0	171.5	191.0
Sacred Heart (Langton)	237.5	237.8	238.0	230.5
Sacred Heart (Paris)	187.5	188.8	190.0	164.5
St. Anthony Daniel	108.0	108.5	109.0	112.5
St. Bernard	186.0	186.8	187.5	197.5
St. Bernard of Clairvaux	211.5	210.3	209.0	212.5
St Cecilia's	175.0	175.5	176.0	177.0
St. Frances Cabrini	222.5	223.0	223.5	228.0
St. Gabriel	561.0	557.3	553.5	533.0
St. Jean de Brebeuf (Closed)	0.0	0.0	0.0	167.5
St. Joseph	401.0	401.0	401.0	405.5
St. Leo	163.0	164.5	166.0	177.0
St Mary (Brantford)	120.0	118.5	117.0	123.0
St Mary (Hagersville)	147.5	145.0	142.5	148.0
St Michael's (Dunnville)	187.5	185.5	183.5	211.0
St Michael's (Walsh)	114.0	114.0	114.0	129.0
St Patrick (Brantford)	164.5	164.5	164.5	173.5
St Patrick (Caledonia)	163.0	165.5	168.0	175.0
St. Peter	151.5	149.0	146.5	148.0
St Pius	113.5	116.5	119.5	116.5
St. Stephen	161.0	161.3	161.5	166.0
St Theresa	165.0	166.3	167.5	155.0
	6,330.5	6,333.5	6,336.5	6,599.0
Assumption	1,509.50	1,539.5	1,547.9	1,474.0
Holy Trinity	1,074.25	1,094.0	1,097.8	1,142.3
St. John's	1,355.25	1,384.1	1,390.8	1,293.5
	3,939.00	4,017.63	4,036.5	3,909.8
	10,269.5	10,351.1	10,373.0	10,508.8

REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE

Prepared by: G. Wallace Easton, Associate Director, Corporate Services & Treasurer
Presented to: Committee of the Whole
Submitted on: April 20, 2010
Submitted by: Cathy Horgan, Director of Education & Secretary

2010-11 GRANTS FOR STUDENT NEEDS

Public Session

BACKGROUND INFORMATION:

On March 26, 2010, the Ministry of Education announced school board grants for the 2010-11 school year. The information was general and provided only a provincial overview. Further details are expected in April 2010.

DEVELOPMENTS:

Listed below are the major impacts of the new announcement:

- school operations benchmark to increase by 2%
- transportation increase of 2% less 1% Route Efficiency Amount
- Special Education - Behavioural Expertise Amount
 - Adjustments to Measures of Variability Amount
 - Increase Specialized Equipment Allocation (SEA)
- role Primary Class Size (PCS) grant into Foundation Grant
- Junior/Intermediate Class Size grant to reduce class size average to 24.8 pupils
- adjust Learning Opportunities Grant (LOG) based on 2006 census
- classroom computer grant reduced
- reinstate professional development grant at \$11 per elementary pupil and \$12 per secondary pupil
- reduce Board Administration Grant
- \$120 Million for capital
- \$50 Million for energy efficiency
- \$245 Million for Early Learning Program (ELP) capital
- School Effectiveness Framework (SEF) rolled into Grant for Student Needs (GSN)
- Ontario Focused Intervention Partnership (OFIP) rolled into GSN as part of LOG
- Specialist High Skills Major (SHSM) rolled into GSN as part of LOG

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board receives the 2010-11 Grants for Student Needs report.

**REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC
DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE**

Prepared by: G. Wallace Easton, Associate Director, Corporate Services & Treasurer
Presented to: Committee of the Whole
Submitted on: April 20, 2010
Submitted by: Cathy Horgan, Director of Education & Secretary

FINANCIAL REPORT – FEBRUARY 2010

Public Session

BACKGROUND INFORMATION:

Attached is the Board Expenditure Report for the period ended February 28, 2010.

DEVELOPMENTS:

Expenditures for the first half of this school year are on track with 51.9% of the total budget spent, just a slight variance from the expected half-year mark of 50%, however, some employee groups are ten-month employees which account for the difference. Salaries are being monitored closely each month and the total salary expenditure, to date, is approximately 51% of budget with current projection to year-end just slightly below budget.

During the transition to full Tangible Asset Reporting for Ministry purposes, furniture and equipment purchases of less than \$5,000 for a single item are being reported as *replacement equipment* as these items are funded from the Operations budget and will not be capitalized. Personalized equipment for special needs students is also included in this category as, individually, these are low dollar items and funding is received in the year to cover the majority of the cost.

It should also be noted that a number of maintenance contracts require payment of annual fees in the first part of the year, leaving these budget lines with little spending room for the rest of the year.

Capital Expenditure noted under School Renewal includes expenditures of approximately \$700,000 for the Energy Efficient School initiative for which there is a separate grant. Spending specifically for School Renewal to date amounts to \$220,000. Expenditures identified as New Pupil Places are both interest and principal payments of debenture debt made to date.

The Governance/Trustees department is 54.0% spent as annual trustee fees are paid in the first part of the year.

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board receives the Financial Report – February 2010.

BRANT HALDIMAND NORFOLK CDS BD
Monthly Board Report
FOR THE MONTH ENDING February 28, 2010

	Budget	Expenditures	% Spent
OPERATING			
INSTRUCTION			
SALARIES & WAGES	47,910,587	24,502,972	51.1
EMPLOYEE BENEFITS	5,643,788	2,495,273	44.2
STAFF DEVELOPMENT	106,394	58,620	55.1
SUPPLIES & SERVICES	1,586,908	846,857	53.4
REPLACEMENT F & E	219,135	189,575	86.5
RENTAL EXPENDITURE	430,000	7,902	1.8
FEES & CONTRACTUAL SERVICES	433,786	300,304	69.2
OTHER	0	165	0.0
CAPITAL EXPENDITURE	0	0	0.0
Total INSTRUCTION	56,330,597	28,401,668	50.4
SPECIAL EDUCATION			
SALARIES & WAGES	10,142,328	5,449,134	53.7
EMPLOYEE BENEFITS	1,863,517	893,114	47.9
STAFF DEVELOPMENT	38,550	15,155	39.3
SUPPLIES & SERVICES	264,619	60,641	22.9
REPLACEMENT F & E	192,500	167,323	86.9
RENTAL EXPENDITURE	0	0	0.0
FEES & CONTRACTUAL SERVICES	55,200	20,978	38.0
CAPITAL EXPENDITURE	0	0	0.0
Total SPECIAL EDUCATION	12,556,714	6,606,345	52.6
SCHOOL MANAGEMENT/SCHOOL SERVICES			
SALARIES & WAGES	6,738,947	3,525,534	52.3
EMPLOYEE BENEFITS	934,377	444,920	47.6
STAFF DEVELOPMENT	48,900	11,161	22.8
SUPPLIES & SERVICES	360,372	155,503	43.2
REPLACEMENT F & E	38,266	13,858	36.2
RENTAL EXPENDITURE	37,000	30,318	81.9
FEES & CONTRACTUAL SERVICES	152,500	23,988	15.7
CAPITAL EXPENDITURE	53,000	19,993	37.7
Total SCHOOL MANAGEMENT/SCHOOL SERVICES	8,363,362	4,225,276	50.5
STUDENT SUPPORT SERVICES-GENERAL			
SALARIES & WAGES	544,039	307,485	56.5
EMPLOYEE BENEFITS	75,596	37,414	49.5
STAFF DEVELOPMENT	1,500	1,241	82.7
SUPPLIES & SERVICES	2,400	1,119	46.6
RENTAL EXPENDITURE	0	0	0.0
Total STUDENT SUPPORT SERVICES-GENERAL	623,535	347,258	55.7
COMP & OTH TECH STUDENT SUPP SERV			
SALARIES & WAGES	829,687	418,584	50.5
EMPLOYEE BENEFITS	187,983	85,096	45.3
STAFF DEVELOPMENT	15,000	1,717	11.5
SUPPLIES & SERVICES	288,100	212,322	73.7
REPLACEMENT F & E	5,000	0	0.0
FEES & CONTRACTUAL SERVICES	48,672	2,152	4.4
CAPITAL EXPENDITURE	0	0	0.0
Total COMP & OTH TECH STUDENT SUPP SERV	1,374,442	719,872	52.4
LIBRARY SERVICES			
SALARIES & WAGES	810,732	443,978	54.8
EMPLOYEE BENEFITS	168,906	84,771	50.2
STAFF DEVELOPMENT	2,000	407	20.4
SUPPLIES & SERVICES	101,259	66,922	66.1
CAPITAL EXPENDITURE	0	0	0.0
Total LIBRARY SERVICES	1,082,897	596,079	55.0

BRANT HALDIMAND NORFOLK CDS BD
Monthly Board Report
FOR THE MONTH ENDING February 28, 2010

	Budget	Expenditures	% Spent
GUIDANCE SERVICES			
SALARIES & WAGES	922,357	437,221	47.4
EMPLOYEE BENEFITS	92,913	38,404	41.3
SUPPLIES & SERVICES	2,750	1,770	64.4
REPLACEMENT F & E	0	0	0.0
CAPITAL EXPENDITURE	0	0	0.0
Total GUIDANCE SERVICES	1,018,020	477,396	46.9
TEACHER SUPPORT SERVICES			
SALARIES & WAGES	1,154,234	517,025	44.8
EMPLOYEE BENEFITS	136,229	50,236	36.9
STAFF DEVELOPMENT	17,000	7,933	46.7
SUPPLIES & SERVICES	100,600	221,363	220.0
REPLACEMENT F & E	700	0	0.0
RENTAL EXPENDITURE	0	0	0.0
FEES & CONTRACTUAL SERVICES	13,850	33,422	241.3
OTHER	0	0	0.0
CAPITAL EXPENDITURE	0	0	0.0
Total TEACHER SUPPORT SERVICES	1,422,613	829,979	58.3
GOVERNANCE/TRUSTEES			
SALARIES & WAGES	64,700	32,347	50.0
EMPLOYEE BENEFITS	2,588	691	26.7
STAFF DEVELOPMENT	20,000	3,298	16.5
SUPPLIES & SERVICES	19,300	7,181	37.2
REPLACEMENT F & E	8,000	7,906	98.8
FEES & CONTRACTUAL SERVICES	0	0	0.0
OTHER	51,250	47,705	93.1
CAPITAL EXPENDITURE	0	0	0.0
Total GOVERNANCE/TRUSTEES	165,838	99,128	59.8
GENERAL ADMINISTRATION			
SALARIES & WAGES	1,194,416	601,654	50.4
EMPLOYEE BENEFITS	172,963	82,221	47.5
STAFF DEVELOPMENT	39,000	15,141	38.8
SUPPLIES & SERVICES	47,800	19,269	40.3
REPLACEMENT F & E	2,500	1,971	78.8
FEES & CONTRACTUAL SERVICES	155,200	146,604	94.5
OTHER	30,100	19,802	65.8
CAPITAL EXPENDITURE	0	0	0.0
Total GENERAL ADMINISTRATION	1,641,979	886,662	54.0
BUSINESS ADMINISTRATION			
SALARIES & WAGES	486,368	242,728	49.9
EMPLOYEE BENEFITS	109,808	50,255	45.8
STAFF DEVELOPMENT	7,000	623	8.9
SUPPLIES & SERVICES	60,500	17,880	29.6
REPLACEMENT F & E	25,000	6,437	25.8
RENTAL EXPENDITURE	0	0	0.0
FEES & CONTRACTUAL SERVICES	221,855	114,647	51.7
OTHER	0	1,063	0.0
CAPITAL EXPENDITURE	0	0	0.0
Total BUSINESS ADMINISTRATION	910,531	433,633	47.6
HUMAN RESOURCES ADMINISTRATION			
SALARIES & WAGES	380,197	193,742	51.0
EMPLOYEE BENEFITS	73,791	32,528	44.1
STAFF DEVELOPMENT	6,400	1,961	30.7
SUPPLIES & SERVICES	27,500	9,327	33.9
FEES & CONTRACTUAL SERVICES	144,900	15,542	10.7
Total HUMAN RESOURCES ADMINISTRATION	632,788	253,100	40.0

BRANT HALDIMAND NORFOLK CDS BD
Monthly Board Report
FOR THE MONTH ENDING February 28, 2010

	Budget	Expenditures	% Spent
INFORMATION TECHNOLOGY ADMINIS.			
SALARIES & WAGES	48,729	24,337	49.9
EMPLOYEE BENEFITS	9,575	4,081	42.6
REPLACEMENT F & E	6,800	498	7.3
RENTAL EXPENDITURE	0	0	0.0
FEES & CONTRACTUAL SERVICES	12,500	11,566	92.5
CAPITAL EXPENDITURE	0	0	0.0
Total INFORMATION TECHNOLOGY ADMINIS.	77,604	40,481	52.2
SCHOOL OPERATIONS			
SALARIES & WAGES	3,637,571	1,888,895	51.9
EMPLOYEE BENEFITS	910,155	425,558	46.8
STAFF DEVELOPMENT	2,000	0	0.0
SUPPLIES & SERVICES	2,149,196	1,030,380	47.9
REPLACEMENT F & E	47,000	3,625	7.7
RENTAL EXPENDITURE	201,113	101,913	50.7
FEES & CONTRACTUAL SERVICES	733,000	438,260	59.8
CAPITAL EXPENDITURE	0	0	0.0
Total SCHOOL OPERATIONS	7,680,035	3,888,631	50.6
SCHOOL MAINTENANCE			
SALARIES & WAGES	700,060	308,973	44.1
EMPLOYEE BENEFITS	144,429	63,277	43.8
STAFF DEVELOPMENT	2,500	566	22.6
SUPPLIES & SERVICES	588,292	266,091	45.2
REPLACEMENT F & E	11,000	10,843	98.6
INTEREST ON LONG TERM DEBT	96,786	48,760	50.4
RENTAL EXPENDITURE	2,200	2,577	117.2
FEES & CONTRACTUAL SERVICES	98,000	113,674	116.0
PRINCIPAL & SINKING FUND PAYMENTS	61,071	30,169	49.4
CAPITAL EXPENDITURE	71,000	47,184	66.5
Total SCHOOL MAINTENANCE	1,775,338	892,115	50.3
SCHOOL RENEWAL			
SALARIES & WAGES	0	0	0.0
INTEREST ON LONG TERM DEBT	0	0	0.0
PRINCIPAL & SINKING FUND PAYMENTS	0	0	0.0
CAPITAL EXPENDITURE	1,511,820	925,372	61.2
Total SCHOOL RENEWAL	1,511,820	925,372	61.2
NEW PUPIL PLACES			
INTEREST ON LONG TERM DEBT	2,306,928	1,139,756	49.4
FEES & CONTRACTUAL SERVICES	0	0	0.0
PRINCIPAL & SINKING FUND PAYMENTS	1,181,077	696,747	59.0
CAPITAL EXPENDITURE	0	0	0.0
Total NEW PUPIL PLACES	3,488,005	1,836,504	52.7
OP & MAINT/CAPITAL-NON INSTRUC			
SALARIES & WAGES	44,512	22,893	51.4
EMPLOYEE BENEFITS	11,474	5,687	49.6
STAFF DEVELOPMENT	0	0	0.0
SUPPLIES & SERVICES	101,627	51,814	51.0
REPLACEMENT F & E	2,000	0	0.0
INTEREST ON LONG TERM DEBT	50,698	25,541	50.4
RENTAL EXPENDITURE	50,000	14,509	29.0
FEES & CONTRACTUAL SERVICES	25,000	21,151	84.6
PRINCIPAL & SINKING FUND PAYMENTS	31,990	15,803	49.4
CAPITAL EXPENDITURE	0	0	0.0
Total OP & MAINT/CAPITAL-NON INSTRUC	317,301	157,398	49.6

BRANT HALDIMAND NORFOLK CDS BD
Monthly Board Report
FOR THE MONTH ENDING February 28, 2010

	Budget	Expenditures	% Spent
DIRECT CAPITAL & DEBT			
INTEREST ON LONG TERM DEBT	344,535	173,277	50.3
OTHER	146,395	0	0.0
PRINCIPAL & SINKING FUND PAYMENTS	171,037	84,508	49.4
CAPITAL EXPENDITURE	0	0	0.0
Total DIRECT CAPITAL & DEBT	661,967	257,785	38.9
TRANSPORTATION - GENERAL			
SALARIES & WAGES	105,588	32,351	30.6
EMPLOYEE BENEFITS	23,826	6,210	26.1
STAFF DEVELOPMENT	2,000	0	0.0
SUPPLIES & SERVICES	7,000	1,205	17.2
REPLACEMENT F & E	0	0	0.0
FEES & CONTRACTUAL SERVICES	40,750	64,587	158.5
Total TRANSPORTATION - GENERAL	179,164	104,353	58.2
TRANSPORTATION - HOME TO SCHOOL			
FEES & CONTRACTUAL SERVICES	5,400,000	3,619,439	67.0
Total TRANSPORTATION - HOME TO SCHOOL	5,400,000	3,619,439	67.0
TRANSPORTATION-SCHOOL TO SCHOOL			
FEES & CONTRACTUAL SERVICES	85,000	50,800	59.8
Total TRANSPORTATION-SCHOOL TO SCHOOL	85,000	50,800	59.8
TRANSPORTATION - BOARD, LODGING...			
FEES & CONTRACTUAL SERVICES	5,000	0	0.0
Total TRANSPORTATION - BOARD, LODGING...	5,000	0	0.0
TRANSPORTATION - BLIND & DEAF			
FEES & CONTRACTUAL SERVICES	0	0	0.0
Total TRANSPORTATION - BLIND & DEAF	0	0	0.0
CONTINUING EDUCATION			
SALARIES & WAGES	0	0	0.0
EMPLOYEE BENEFITS	0	0	0.0
STAFF DEVELOPMENT	0	0	0.0
SUPPLIES & SERVICES	0	0	0.0
FEES & CONTRACTUAL SERVICES	0	0	0.0
Total CONTINUING EDUCATION	0	0	0.0
OTHER NON-OPERATING			
OTHER	0	0	0.0
PROVISION FOR RESERVES	3,641,611	1,951,884	53.6
TRANSFERS FROM RESERVES	0	0	0.0
Total OTHER NON-OPERATING	3,641,611	1,951,884	53.6
GRAND TOTAL OPERATING	110,946,161	57,601,157	51.9

REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE

Prepared by: Trish Kings, Superintendent of Education
Presented to: Committee of the Whole
Submitted on: Tuesday, April 20, 2010
Submitted by: Cathy Horgan, Director of Education & Secretary

EARLY LEARNING PROGRAM

Public Session

BACKGROUND INFORMATION:

On March 4, 2010 the Ministry of Education provided information with respect to the planning steps for Year 2 Early Learning Program (ELP) Implementation.

The steps include:

- A. Planning Timelines
- B. Planning Parameters
- C. School Site Selection
- D. Identification of Capital Needs
- E. Support and Information Resources

A. Planning Timelines

A planning template, Early Learning Program – Year 2 School Selection, has been provided to each Board with the expected date of completion no later than April 16, 2010.

Ministry staff will review Boards' submissions in consultation with the Ministry of Children and Youth Services and will ensure the recommended sites meet the planning guidelines and parameters.

Final approval of the proposed sites for Year 2 will be done by the Ministry and announced by May 21, 2010.

B. Planning Parameters

Boards are required to plan in consultation with their coterminous Boards, local Best Start Networks, Consolidated Municipal Service Managers and District Social Services Administration Boards during the site selection process. They must also provide sites covering at least double their Year 2 pupil space allocation and offer extended day programs to four-and five-year olds in the ELP during the school year, as well as consider offering the extended day for older children and perhaps include PD days, holidays and the summer.

C. School Site Selection

Year 2 ELP schools must have all JK/SK classes comply with the new ELP model and remain open over the next five years. In prioritizing schools Boards are expected to meet the following requirements:

1. Geographic Distribution
2. Availability of Space
 - (i) available and appropriate classroom space
 - (ii) select schools that require retrofits
 - (iii) schools requiring additions to be considered as a last option for year 2

D. Identification of Capital Needs

Boards are required to identify within the planning template, their proposed Year 2 ELP schools with capital needs, the number of classrooms that need to be retrofitted or built at the school to meet the ELP allocation and the rationale and scope of each capital project.

E. Support and Information Resources

Education Officers are available to provide information related to:

- ELP Implementation
- ELP Policy and Program
- Funding
- Financial Analysis and Accountability
- Capital Policy

DEVELOPMENTS:

As required by the Ministry of Education, consultation has taken place with our coterminous Boards, representatives from the Best Start Networks, the Consolidated Municipal Service Managers and the Ministry of Children and Youth Services. In selecting Year 2 schools, the Ministry requirements were adhered to where possible, along with other considerations, such as:

- Community needs;
- Impact on existing child care and early year programs;
- Early Development Instrument (EDI) reports; and
- Student Achievement

The Ministry of Education provided the Brant Haldimand Norfolk Catholic District School Board with four (4) classes for 2011-2012. The three proposed sites that were initially identified were maintained, with one addition to the list.

St. Patrick's, Caledonia (1 Class)
Christ the King, Brantford (1 Class)
St. Stephen's, Cayuga (1 Class)
St. Theresa, Brant County (1 Class)

Two other schools were identified to meet Ministry requirements.

St. Joseph's, Simcoe (3 Classes)
St. Patrick, Brantford (1 Class)

A spirit of cooperation and support was evident at the meetings with our community partners as we move forward for the implementation of the Year 1 schools and submit our potential sites for Year 2.

Attached: Early Learning Program Year 2 School Selection

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the Early Learning Program Year 2 school selection.

ELP Year 2 School Selection

Rank	School	Location	2010-11 JK/SK Enrolment	# Classes for 2011-12	Room Available	Class Size Average
1	St. Patrick's	Caledonia	28	1	Y	28.0
2	Christ the King	Brantford	23	1	Y	23.0
3	St. Stephen's	Cayuga	26	1	Y	26.0
4	St. Theresa	Brantford	28	1	Y	28.0
5	St. Joseph	Simcoe	79	3	N	26.3
6	St. Patrick's	Brantford	20	1	Y	20.0
			<hr/> <hr/>	<hr/> <hr/>		<hr/> <hr/>
			204	8		25.5

REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE

Prepared by: G. Wallace Easton, Associate Director, Corporate Services & Treasurer
Presented to: Committee of the Whole
Submitted on: April 20, 2010
Submitted by: Cathy Horgan, Director of Education & Secretary

BUS OPERATORS' CONTRACTS

Public Session

BACKGROUND INFORMATION:

As trustees are aware, the Board is a partner in the Student Transportation Services of Brant Haldimand Norfolk (STSBHN), a consortia formed by the Brant Haldimand Norfolk Catholic District School Board, the Grand Erie District School Board and Conseil scolaire de district catholique Centre-Sud to provide student transportation services. Contracts with transportation providers are negotiated by STSBHN on behalf of the member boards; however, each member board may require approval by their Board of Trustees prior to ratification.

DEVELOPMENTS:

The operators' contract for the 2009-10 year is the first time a common contract has been developed for all operators. The Ministry of Education, through its Efficiency and Effectiveness Branch, has developed a standard bus operator contract which includes a number of factors not in previous contracts. In addition, not all operators were paid on the same basis in prior years. In an attempt to standardize the contract and the contract rates, STSBHN staff have met several times with the contractors.

The discussions also included financial impacts of the current Ministry funding. For 2009-10, the Ministry provided a 2% increase for transportation, but reduced that increase by 1% in anticipation that school boards could find efficiencies; therefore, the net increase in transportation grants is 1% over the previous year. The Ministry also included a calculation in the funding formula to provide assistance for fuel escalation, which was new in 2009-10.

The Bus Operator's Agreement is attached for your information. The term of the contract is September 2009 to August 2012. Included in the contract for this year are several new provisions, including vehicle age (Article 7.3) and a dispute resolution mechanism (Article 14.0). The new fuel escalation calculation is described in Schedule F and reflects the Ministry's fuel escalation grant. By including this provision in the contract, the effect of any fuel fluctuations should be minimal. Specific information on Schedule C (Assigned Routes) has not been included in the attached as this is unique to each operator. Also, specific information regarding Schedule G (Rates) has not been included as this is competitive information. The rates have been provided to trustees under separate cover.

The rates for each operator have been slightly different in the past. An attempt has been made to harmonize rates among the operators, however, to do so in one year would result in some operator's rates being reduced, thereby, prejudicing those operators. A rate schedule has been developed to meet the funding restrictions and will assist in

harmonizing the rates over the term of the contract. Rates have not been established for the years 2010-11 and 2011-12 as they are contingent upon Ministry grants for those years. After the grants have been announced, staff will meet with the operators to review funding and to establish appropriate rate schedules.

The overall increase for 2009-10 is 1.37%. Although the Ministry grant increased by only 1%, savings on fuel escalation have been realized as previously discussed. Therefore, the net transportation cost will be within the budget established by the Board. The overall increase in the bus operators' costs for 2009-10 is \$238,000.

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the Bus Operator's Agreement for the years September 1, 2009 to August 31, 2012 for all bus operators of the Student Transportation Services of Brant Haldimand Norfolk (STSBHN).

Student Transportation Services of Brant Haldimand Norfolk



Bus Operator's Agreement

2009-2012 SCHOOL YEARS

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1.0 Preamble

THIS AGREEMENT is made as of this _1st day of September, 2009

BETWEEN

The Student Transportation Services of Brant Haldimand Norfolk (STSBHN) (hereinafter called the "Consortium"),

AND

NAME OF BUS COMPANY (Hereinafter called the "Operator"),

WHEREAS the Consortium has been formed to administer transportation services for Grand Erie District School Board, Brant Haldimand Norfolk Catholic District School Board, and Le Conseil Scolaire de District Catholiques Centre-sud, hereinafter called collectively the "Member School Boards"

AND WHEREAS the Consortium requires the provision of certain transportation services for the students on the routes established by the Consortium and described in the schedule(s) attached hereto and forming part of this Agreement;

AND WHEREAS the Operator is willing to provide to the Consortium safe, secure and reliable student transportation as possible under the terms, conditions and guidelines of this contract,

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants, agreements and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1.1 AGREEMENT PRECEDENCE

In the event of a conflict between the Consortium and Operator with any of the terms of this Agreement, the document order of precedence shall be as follows:

1. Any amendments to this Agreement issued and authorized in accordance with Article 13.1 Amendments to the agreement of this Agreement
2. This Agreement and all of its attachments and schedules.

1.2 ARTICLE HEADINGS

The division of this Agreement into Articles, Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Article and Section headings in this Agreement are not intended to be full or accurate descriptions of the text to which they refer.

1.3 DEFINITIONS – IN ADDITION TO THE TERMS OTHERWISE DEFINED IN THIS AGREEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SET OUT BELOW

Term	Definition
Total Daily Rate	Total Daily Rate = Fixed Base Rate plus Variable Rates per day, per route, by class of equipment.
Variable Rate	A rate agreed by the Consortium and the Operator which shall be used to charge costs which are in excess of the Base Rate for time, kilometres, fuel, monitor rates.
Fixed Base Rate	<p>The Fixed Base Rate for each vehicle is the agreed cost to operate the vehicle for one day. The Base Rate will include</p> <ul style="list-style-type: none"> • The Bus Cost, i.e. the cost of the vehicle less disposal value amortized over the agreed lifespan of the vehicle • Peripherals – Amortized cost of additional equipment on each bus beyond the standard vehicle • Licensing – license costs including drive clean, 2 way radio • Training - driver education to meet board and Ministry requirements • Spare Drivers – Cost for on call drivers to cover driver shortages • Insurance • Maintenance – Regular vehicle maintenance • Parking and Facilities – vehicle storage and office space • General Administration – the other costs of operating a business, including profit • Driver Wages – the cost to provide a driver for one day for the subject vehicle • Fuel – the cost of fuel, subject to adjustments as set out in Schedule “F” <p>The Fixed Base Rate is established at the time of contract signing and is accepted and will remain fixed for the duration of the Agreement, save and except for approved adjustments which are directed by Consortium,</p>

Student Transportation Services Brant Haldimand-Norfolk
Operator Agreement 2009-2010

Term	Definition
	Governmental or other Regulatory change.
Board Labour Dispute Rate	The rate at which the Consortium will pay the Operator for the periods described in Article 19.4 Due to Member Board Labour Disputes of this Agreement.
Inclement Weather Rate	<p>The rate which the Consortium will pay the Operator for the periods described in Article 19.1.</p> <p>19.0 Suspension of services by the Consortium</p> <p>19.1 during Inclement weather of this Agreement.</p>
Operator	The organization or individual supplying the services which are the subject of this Agreement. The Operator includes the staff of the Operator, the drivers, the equipment and all services provided by the Operator to perform the services under this Agreement.
Operator Labour Dispute Rate	The rate at which the Consortium will pay the Operator for periods described in Article 19.3 Due to Operator Labour Disputes of this Agreement
Consortium Labour Dispute Rate	The rate at which the Consortium will pay the Operator for the periods described in Article 19.4 Due to Member Board Labour Disputes of this Agreement.
Route and Run	<p>Run: the roads traveled and stop locations for individual schools. A route may contain more than 1 run and may differ from AM to PM.</p> <p>Route: the time and distance from the first student pick-up through to the last school and return by the most direct roads to the first pick-up for each AM and PM route. A route may contain more than 1 run and may differ from AM to PM.</p> <p>Where significant differences between an AM and PM Route exists, compensation may be agreed between the Operator and Consortium.</p>
Route Doubling	The practice, generally not approved in the Agreement, of using a single bus to service multiple routes which were intended to be serviced by multiple buses.

2.0 SERVICES

2.1 CONSORTIUM SHALL DETERMINE AND COMMUNICATE ROUTES AND SCHEDULES

The Consortium shall determine and designate route design, locations and times for pick up and discharge of students, destinations, student loads, student stop lists, student information and any other information required by the Operator to perform the duties of this Agreement. Changes in route design and/or locations for picking up and discharging students shall be determined and communicated by the Consortium to all necessary parties. The Consortium will provide routes and schedules not less than 15 days before the start of the school year.

The Operator shall, during the term of this Agreement, provide transportation services in accordance with route documentation provided by the Consortium, which shall specify:

- a. The route(s) for which the service is to be provided; and
- b. The size of vehicle to be used on each route.

The Consortium will notify the Operator of any changes in routes as required, from year to year.

2.2 COMPLIANCE WITH ACTS, REGULATIONS AND POLICIES

At all times that the Operator is providing service under the Agreement, the Operator shall comply with all applicable laws, including the list of Acts and Regulations set out in "Schedule D". The list is not exhaustive and items may be added or deleted at any time.

Attached to and forming part of the Agreement, the Operator will comply with all aspects of Consortium Pupil Transportation Policy and its Member School Boards' printed Policies and Procedures relating to pupil transportation

Any changes, additions, or deletions to Consortium's and its Member School Boards' printed Policies and Procedures for Pupil Transportation during the term of this Agreement must be provided to the Operator, with reasonable notice, in accordance with Article 12 of this Agreement.

2.3 OPERATING DAYS IN 2009-2010

The anticipated number of school days on which students may require transportation will be 188 instructional days per school year in each year as per Ministry approved school calendar. Non-congruent operating days, including summer school, are deemed to be compensated at the Total Daily Rate as applicable.

2.4 OPERATOR COMPLIANCE WITH THE ROUTES AND SCHEDULES

The Operator shall strictly comply with the route schedule supplied by the Consortium. No significant changes beyond the normal course of business in route schedules shall be made without written authorization from the Consortium's transportation office.

Any reduction in number of routes serviced shall be deemed to be a change pursuant to Article 18.2 of this Agreement and the notice provisions of Article 12 shall apply to any such change.

2.5 REQUESTS FOR TRANSPORTATION CHANGES

All requests for transportation and changes in transportation shall be processed through the Consortium's transportation office with the understanding that no student may be transported unless previously authorized by the Consortium, with the following exception;

- a. A driver may transport his/her own children provided seating is available on the vehicle and the Consortium has been made aware of the additional rider. In this event the Operator shall indemnify the Consortium and its Member School Boards from all claims, actions and liabilities connected with or arising from the transportation of such children.

2.6 CONSORTIUM MAY REQUIRE VEHICLES TO SERVICE MORE THAN ONE ROUTE

Any of the Operator's vehicles may be required to provide transportation services on more than one route or to serve more than one school if deemed necessary by the Consortium to facilitate orderly and timely delivery of service.

2.7 USE OF REPLACEMENT DRIVERS – ONE ROUTE AND ROUTE DOUBLING

Each route will be served by the same driver each day. For temporary changes, where illness or other reasons require a temporary change in drivers no notice is required by the Consortium. The Operator is required to document, and the Consortium may request, the driver assignment for any given school day during the current year.

For greater certainty, the Operator shall not, without prior notification to the Consortium and without specific prior acceptance of such notice, use Route Doubling. Where Route Doubling is authorized or discovered, adjustments to the amount paid or payable shall be made to reflect the usage of fewer vehicles to provide the required service.

2.8 PICKUP AND DISCHARGE LOCATIONS AND TIMING

Operator's vehicles shall stop on time and at locations designated for the picking up and discharging of students identified on the route copy as determined by the Consortium and its policy.

2.9 OBLIGATION TO PERFORM TRIAL RUNS PRIOR TO THE START OF EACH SCHOOL YEAR

The Operator will ensure that all drivers are familiar with their routes preceding the commencement of the first school day, including performing trial runs as needed. Specialized transportation runs will be governed by the Consortium policies and procedures. When the Consortium requests that trial runs be performed, before or during the year, the Operator will be compensated as per applicable vehicle total daily rate.

3.0 OPERATOR

3.1 INDEPENDENT CONTRACTOR

For the purposes of this Agreement, the Operator shall be deemed in all respects to be an independent contractor, and in no event shall it be deemed to be an employee or agent of the Consortium or its Member School Boards.

3.2 OPERATOR DEEMED TO BE IN THE BUSINESS OF CARRYING PASSENGERS FOR COMPENSATION

The Operator shall be deemed to be in the business of carrying passengers for compensation, notwithstanding payment or lack of payment under the terms of this Agreement.

3.3 OPERATOR REPRESENTATIONS AND WARRANTIES

The Operator represents and warrants to the Consortium that:

- a. No person, firm or corporation, other than the Operator, operating in accordance with all of the terms and conditions of this Agreement and with the written approval and consent of the Consortium, has any interest in this Agreement;
- b. No member, officer or employee of the Consortium or its Member School Boards, except those that are expressly declared as interested and approved in writing by the Consortium, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder (except via ownership through mutual funds or similar publicly traded instruments), broker, surety or otherwise, in the performance of the said contract, the supply of services, work or business in connection with the said contract, or in any portion of the profits thereof, or in any of the moneys to be derived therefrom.

3.4 No ASSIGNMENT OR SUB-CONTRACTING WITHOUT CONSENT

The Operator shall not assign this Agreement without the prior consent in writing of the Consortium, which consent may be arbitrarily withheld. If the Operator is a corporation, the Operator agrees that the persons owning a majority of the outstanding voting shares of the Operator, or holding directly or indirectly voting control of the Operator at the time of entering into this Agreement, shall not, without the prior written consent of the consortium: sell, assign or otherwise

dispose of the majority of voting shares of the Operator, whether through one of through a series of transactions; or cease to hold, directly or indirectly, voting control of the Operator. Failure to obtain the Consortium's consent in writing to assign this Agreement to a new owner, will render the Agreement null and void at the Consortium's sole discretion if the change(s) in ownership is/are unacceptable to the Consortium.

3.5 INDEMNIFICATION BY THE OPERATOR

For the consideration stated below, the Operator, for itself, its heirs, executors, administrators, and its authorized successors and assigns shall indemnify and hold harmless the Consortium and its Member School Boards, their successors and assigns, from any and all manner of damage or injury, claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise, arising out of or incurred by reason of the transportation services provided by the Operator under this Agreement and, in particular and without limiting the generality of the foregoing, arising out of the breach by the Operator or by those for whom the Operator is at law responsible, of any of their respective obligations under this Agreement. The Operator acknowledges that its liability hereunder shall continue notwithstanding the fact that the transportation services may be provided through the operation of a motor vehicle on a private road or other private property rather than on a public highway or in a location other than the route or routes specified in the route schedule as provided by the Consortium. In addition, the Operator shall indemnify and hold harmless the Consortium and its Member School Boards including Directors, officers and employees against any claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise arising out of the awarding of this contract to the Operator.

3.6 EVIDENCE OF FINANCIAL ABILITY

The Operator shall, if requested by the Consortium during the term of this Agreement and at 30 days written notice, provide such evidence as is reasonably acceptable to the Consortium of its financial ability to satisfactorily carry out this Agreement for the duration of the term hereof.

Evidence that is reasonably acceptable includes one or more of:

- a. Audited, or if not available, unaudited, financial statements, prepared or submitted by an individual, individuals or company with a Licensed Public Accountant designation, for the most recently ended fiscal year and for the two years preceding, and/or
- b. Cash flow analysis for the current year including the operation of this Agreement, prepared or submitted by a Licensed Public Accountant; and/or

- c. Reference letters, from Canadian Financial Institutions providing banking or credit facilities to the Operator, indicating the current sound financial status of the Operator

This information shall only be requested and viewed by the Manager of Transportation and/ or members of the Administrative and Governance Committee.

3.7 INADMISSIBILITY OF CHARTER RUNS

The Operator covenants that during the term of this Agreement it shall not permit charter runs or other fares to prejudice the operation of any regular route that it is receiving payment from the Consortium unless mutually agreed and co-coordinated through the Consortium.

4.0 DRIVER AND VEHICLE QUALIFICATIONS

4.1 COMMERCIAL VEHICLE OPERATOR REGISTRATION

The Operator, upon request, shall submit to the Consortium a Commercial Vehicle Operator's Registration Search for drivers and vehicles by 15th August, 2009 or prior to the Contract Start Date. In addition the Consortium may request, review and discuss with the Operator accidents and incidents on the Operators CVOR as it relates to this Agreement.

4.2 DRIVER LICENSE ABSTRACT

The Operator shall annually conduct a Driver's License Abstract for all drivers. The Consortium upon request may audit or review any and all drivers' abstracts in relation to this Agreement.

4.3 Consent to Disclose

Notwithstanding that the Operator is an independent contractor, the Ministry of Transportation regulates driver licensing and criminal searches in relation to class B and E licenses required for student transportation. The Operator understands and agrees that the Consortium has a responsibility to ensure student safety, and the Operator therefore agrees that it shall provide annually to the Consortium, on the approved form, a duly executed Consent to Disclosure for each driver which the Operator will use to provide services pursuant this Agreement. The Operator further acknowledges that the Consortium, upon request, may audit or review any and all Consents to Disclosure in relation to this Agreement.

The Operator further agrees that drivers and monitors whom do not hold and maintain a valid class B or E drivers licenses will be required to obtain a criminal search and vulnerable sector screening prior to any employment that may have contact with students and annually sign a Consent to Disclosure. The Operator further acknowledges that the Consortium, upon request, may audit or review any and all drivers and monitors in relation to this Agreement.

The Operator agrees that, in the event that:

- a. any driver fails to provide the Consent to Disclosure; OR
- b. the criminal record or results from a Criminal or Vulnerable Sector Screening of any driver is contrary to the Consortium's policy ; OR
- c. the criminal record or results from a Criminal or Vulnerable Sector Screening of any driver discloses any offences or results which, in the absolute discretion of the Consortium, causes concern to the Consortium as to the safety and well being of the student(s) transported in a vehicle operated by the relevant driver;

then the Operator shall not permit any such driver to provide any of the services identified in this Agreement.

5.0 INSURANCE

5.1 EVIDENCE OF INSURANCE

The Operator shall provide to the Consortium

- a. Not less than fifteen (15) days before the Contract Start Date; or
- b. at any other time during this Agreement within 15 days upon request; or
- c. upon renewal or change in insurer;

evidence in the form of a certified copy of an insurance policy, issued by the underwriting company licensed to do business in the Province of Ontario or the Dominion of Canada and having a secure A.M.Best rating of B+ or greater or the equivalent, providing at least the minimum insurance coverage outlined in this article.

5.2 INSURANCE COVERAGE

The Operator shall maintain, in respect of each motor vehicle used for transporting students, automobile insurance with an insurance company licensed to do business in the Province of Ontario or Dominion of Canada and having a secure A.M.Best rating of B+ or greater, or equivalent, insuring the Operator for public liability, passenger hazard and property damage, all inclusive, with coverage per incident as follows:

- a. \$ 2,000,000.00 for a vehicle with a seating capacity of not more than 7 persons,
and
- b. \$ 5,000,000.00 for a vehicle with a seating capacity of 8-12 persons, and
- c. \$ 8,000,000.00 for a vehicle with a seating capacity of 13 or more persons;

provided that should the amount of such insurance coverage as prescribed under The Public Vehicle Act or under any other relevant Act be greater than that set out in (a) , (b) or (c) above, the amount prescribed by such Act shall be maintained by the Operator.

- d. in addition to autobus liability coverage, the Operator shall provide comprehensive general liability insurance in an amount of not less than \$5,000,000.00, inclusive, and such policy shall name the Consortium and its Member School Boards as Additional Insured.

- e. Changes to insurance coverage required by legislative or regulatory change occurring during the term of this Agreement that affect cost elements of provision of services under this Agreement will be subject to negotiated changes between the Operator and the Consortium.

5.3 NO CANCELLATION WITHOUT NOTICE TO THE CONSORTIUM

The certified copies of all policies of insurance delivered to the Consortium pursuant to this Article shall contain a provision to the effect that such policy will not be materially altered or cancelled by the insurer without at least thirty (30) days written notice to the Consortium. Proof of insurance must be provided in each year within the term of the Contract.

5.4 WORKPLACE SAFETY AND INSURANCE BOARD INSURANCE

The Operator shall provide for Workplace Safety and Insurance Board of Ontario insurance for all persons employed in connection with this Agreement as may be required by the Workplace Safety and Insurance Act. Upon written request of the Consortium, the Operator shall furnish proof of coverage under the Workplace Safety and Insurance Act and a clearance certificate indicating that the Operator is in good standing and that all premium payments are current.

6.0 ROUTING

6.1 TOTAL DAILY RATE ON A PER ROUTE, PER DAY BASIS

The Total Daily Rate paid per route to the Operator for transportation services shall be established prior to the end of September of each school year according to a reconciliation process between the Consortium routing software and the Operator route statistic report. Any variance will require a review and compensation regardless of time of year. The Total Daily Rate shall include the Fixed Base Rate and Variable Rates for kilometres, time, fuel, and monitors. All applicable taxes are extra.

The Total Daily rate is established:

- a. for regular home-to-school students, on a per route, per day basis,
- b. for each type and class of service as specified by the Consortium.

For greater certainty, the Operator acknowledges that the Total Daily Rate is based on a base and variable rate per route times the yearly number of instructional days/ten months, and that a decrease in the number of vehicles used by the Operator to provide such transportation

services (whether such decrease has resulted from a consolidation of routes by the Consortium under Article 18.2 hereof or from the application or use by the Operator of the same vehicle to service more than one route) shall entitle the Consortium, acting reasonably, to decrease proportionately the amount payable to the Operator.

Notwithstanding the foregoing, in the event that the decrease in the number of vehicles provided by the Operator in connection with transportation services on a particular date or dates is, acting reasonably in the circumstances:

- (i) the result of an emergency or other event beyond the reasonable control of the Operator; and;
- (ii) did not result in a material reduction in the services provided by the Operator on the route or routes affected; and
- (iii) was of a strictly temporary nature;

then, the Consortium may, either waive entirely the proportionate decrease in the unit price payable to the Operator which should otherwise be applicable under this Article or compensate the Operator for its direct, out-of-pocket costs only in respect of the routes or vehicles affected.

6.2 Fixed Base Rate

The Fixed Base Rate will vary based on size of the vehicle and/or required features of the vehicle and is generally referred to the fixed costs an Operator bears regardless of distance or time as defined in Article 1.3. In the event that the Consortium modifies vehicle size on a route, and the Operator does not have the appropriate size vehicle in the fleet, the Consortium will bill at the lower rate as if the other vehicle was available subject to notice as per Article 18.

6.3 Variable Rate

The Variable rate will vary based on the size of the vehicle and/or required features of the vehicle and is generally referred to the costs an Operator bears as a direct function of time and distance. In addition, the Consortium acknowledges that a significant cost to the Operator is fuel and has established a fuel fluctuator mechanism for this direct cost as defined further in Schedule F.

6.4 Monitor Rate

The Operator may be required to provide additional driver support on a route to ensure student safety through a route monitor. The operator will invoice on an hourly basis for a minimum of 3 hours per day as per Schedule G.

7.0 VEHICLES

7.1 LICENSING AND EQUIPMENT

All vehicles used for transporting students must be properly licensed and equipped according to applicable federal, provincial and municipal laws and regulations.

7.2 PASSENGER LOADING

At no time will the number of students in any vehicle exceed the manufacturer's passenger loading specifications or any applicable government licensing regulations. Any loading in excess of the Consortiums' guidelines will be reported and documented for a revised routing solution.

7.3 VEHICLE AGE

Vehicle age will be based on the vehicle ownership information. Vehicles used in the provision of regular transportation services shall conform to the following maximum and average age specifications as at September 1, 2009:

- | | |
|---------------------------------|------------------------------------------------------|
| a. 25 - 72 Passenger vehicles | Maximum Age 16 years, Average age in class 8.5 years |
| b. 16 - 24 Passenger vehicles | Maximum Age 14 years, Average age in class 7.5 years |
| c. Minivans and Cars | Maximum Age 9 years, Average age in class 5 years |
| d. Wheelchair equipped vehicles | Maximum Age 14 Years, Average age in class 8 years |

Where there are less than 10 vehicles in a specified class, the average age requirement may be waived at the discretion of the Consortium.

The Consortium may allow for the provision of older vehicles that otherwise comply with the requirements of this Agreement upon receipt of written notification from the Operator of vehicles and written approval from the Consortium.

- a. The Operator shall make available with the Consortium's transportation office a rolling stock report stating the make, model, vehicle license, fleet unit number, seating capacity and year of the vehicle serving the route.
- b. The Operator will provide for spare fleet ratio of 10% in order to provide for regular scheduled maintenance and assistance in the event of breakdowns or delays. Spare fleet details will be recorded on the rolling stock report.

7.4 NON-SCHOOL BUS VEHICLE CHARACTERISTICS

- a) Where mini-vans are used, the passenger doors shall be equipped with child-proof locks.
- b) Children 12 years of age or younger will not ride in the front seat in any vehicle equipped with front seat bag safety devices.

7.5 HARNESSSES, CAR SEATS AND BOOSTER SEATS

The Consortium will supply harnesses, car, and booster seats to the Operator as required. The Operator will return such equipment upon request or be invoiced the value of replacement equipment.

7.6 VEHICLE COMMUNICATIONS

The Operator shall ensure that each vehicle is equipped with a two-way radio or comparable device and that contact with the Operator's main dispatcher will be maintained during the scheduled bus routes. The Operator shall ensure a Dispatcher is available with appropriate support during peak times or times of inclement weather.

7.7 MINISTRY OF TRANSPORT ANNUAL INSPECTION CERTIFICATE

The Operator shall not operate any vehicle, when applicable, for the transportation of students which the Operator knows, or ought to reasonably know, is unsafe, or which does not qualify for a Ministry of Transportation Annual Inspection Certificate.

The Consortium may request, and the Operator must provide, copies of Ministry of Transportation Annual Inspection Certificates.

7.8 MAINTAINING LOG BOOKS, DAILY LOGS AND CONSORTIUM RIGHT TO INSPECT

School Purpose Vehicle Drivers' Daily Log Books', as required by the Ministry of Transportation regulations, shall be used regularly in the provision of transportation services. Such log books shall be subject to inspection by the Consortium on request. The Operator and its drivers shall comply with the Hours of Service legislation as required by the Ministry of Transportation. Daily log sheets shall be kept on file and shall be subject to inspection by the Consortium on request.

7.9 CONSORTIUM RIGHTS TO REQUIRE MECHANICAL FITNESS REPORTS

The Consortium reserves the right to cause a mechanical fitness report to be prepared by an independent mechanic chosen by the Consortium at any time and with respect to any vehicle being used on routes governed by this Agreement.

If in this event the vehicle is found to be satisfactory, the Consortium will pay the cost of the inspection.

If the vehicle is found to be unsafe, the Operator will be responsible for the cost of the inspection and shall provide another approved vehicle of the required seating capacity in good mechanical condition until repairs are made to the vehicle inspected and a satisfactory inspection returned, the cost of the secondary inspection to be borne by the Operator.

7.10 DISPLAY OF ROUTE NUMBERS

All vehicles used to transport students shall display signs indicating the route number(s), as provided by the Consortium. Signs will be placed in such a location as to be visible through the front windshield as well as along the passenger's side, while remaining in compliance with MTO and other regulations.

7.11 VEHICLE CLEANLINESS

The interior and exterior of the vehicles must be maintained to provide a clean appearance. The interior of the vehicles must be cleaned on a regular basis to maintain a sanitary condition.

8.0 DRIVERS

8.1 DRIVER'S LICENSING REQUIREMENTS

Each driver shall have and maintain in good standing at all times, a valid driver's license for the class of equipment driven as required by the Public Vehicles Act, the Highway Traffic Act (Ontario) and the regulations thereunder.

8.2 Driver Training & Driver Training Manual

Upon Consortium request, the Operator will make available for review their driver training manuals.

Upon Consortium request, training records will be made available at the Operator's place of business for review.

8.3 OPERATOR AND DRIVER ACTIONS IN EVENT OF ACCIDENTS

In addition to requiring drivers to fulfill their obligations under the Highway Traffic Act and all Regulations thereunder, in the event of an accident or emergency, the Operator shall comply with Emergency and Accident Procedures set out by the Consortium.

8.4 HIRING OF BILINGUAL DRIVERS

The Operator shall hire qualified drivers for all routes. Where available and reasonable, bilingual drivers should be assigned to a French First Language Board route as a priority and as a secondary option for a French Immersion route.

8.5 DRIVER CHARACTERISTICS

Drivers shall be of good character, clean, and appropriately dressed and shall be experienced or trained in transporting passengers, and in particular, children, some of whom have special needs.

8.6 CONSORTIUM RIGHTS IN EVENT OF DRIVER'S BREACH OF CONTRACT CONDITIONS.

Breach of any of the provisions by a driver shall entitle the Consortium, when acting reasonably, to notify the Operator that the driver in question immediately be removed from providing any services that are the subject of this Agreement either on a temporary or permanent basis. Notwithstanding the above, the Consortium recognizes the employee is that of the Operator, who may elect to find alternate work for the employee within the organization that would not include providing route service covered under this Agreement.

8.7 DRIVERS TO BE AWARE OF AND FOLLOW THE CONDITIONS OF THIS AGREEMENT

It is the responsibility of the Operator to ensure that all of its drivers, that transport students of the Consortium, are aware of and follow the relevant appropriate conditions of the Agreement. The Operator will ensure that all affected employees sign off on a form, developed with the Consortium's assistance, indicating their understanding of the driver responsibilities set out in this Agreement.

9.0 ADMINISTRATION

9.1 OPERATOR'S CONTACT PERSON

The Operator will name one key person as a designated contact person. The said person shall be sufficiently conversant with the operation of the routes governed by this Agreement to assist the Consortium in any adjustment of routes and pick-ups to ensure an optimum transportation service. The person in question shall act as a liaison between the Operator and the Consortium.

The contact person or designate is to assume duties each day at a time no later than the time at which the first student on any route is to be picked up and is to remain on duty in the afternoon until such time as the last student has arrived at his/her destination and post trip child inspection completed.

9.2 NOTIFICATION OF DELAYS

The Operator shall inform the Consortium immediately in the event of vehicle breakdown or delay which will cause the students to arrive at their respective schools or homes at a time more than ten (10) minutes later than the usually scheduled time. Daily submissions will be made by the Operator, no later than day's end, on the approved Consortium tracking spreadsheet or via other approved tracking means.

9.3 COMMUNICATIONS WITH CONSORTIUM

The Operator will maintain reasonable communications tools (telephone, internet, fax) to send and receive transportation information to and from the Consortium. The Operator will have a mobile phone as a means of communicating with the Consortium in emergency circumstances. The Operator will have a computer to access the web portal for transportation information from the Consortium.

9.4 SERVICE SURVEYS

The Operator shall give full cooperation to the Consortium in any survey of transportation service that the Consortium deems necessary and will return the forms in the time frame specified.

10.0 CONSIDERATION AND ACCOUNTING

10.1 BASIS FOR PAYMENTS

Invoices are to be created in accordance with Consortium procedures or on another basis as mutually agreed upon by both parties.

10.2 PAYMENT CALCULATION

The payment calculation shall include all base and variable rates, Reductions for Inclement Weather, and Labour Disturbances and any other agreed adjustments.

10.3 PAYMENT TERMS

Complete and substantiated invoices shall be submitted within 60 days of the service received by the Consortium and shall be paid within 30 days. In order to ensure timely and secure deposits are received, the Operator will provide a bank account number for which invoices will be paid via Electronic Funds Transfer. Bank account information must be received by the Consortium prior to the end of September each year.

10.4 TOTAL DAILY RATE = BASE PLUS VARIABLE COSTS

Costs for each class of vehicle are set out in Schedule G – Rate Schedule

10.5 OTHER ADJUSTMENTS

If other considerations are to be made to the amounts claimed, such adjustments must be supported by agreements, in writing, between the Consortium and the Operator.

11.0 DEFAULT

1. In the event of any default by the Operator, the Consortium may, without terminating this Agreement under the provisions of Article 18.1 hereof, provide alternate transportation for the students affected by such default and charge any incremental additional cost of such alternate transportation to the Operator at the current daily rate specified in the current agreement between the Consortium and Operator chosen to

provide the alternate transportation and/or deduct such costs from monies then owing or in the future to be owing to the Operator by the Consortium.

2. Notwithstanding the foregoing, the Consortium may at its option, by written notice given in accordance with the terms of Article 18.1 hereof terminate this Agreement or require the Operator to remedy the default in respect of which such notice has been given within thirty (30) days, failing which this Agreement will be deemed to be terminated.

3. Without restricting the generality of the foregoing, for the purposes of this Article and Article 18.1, "default" shall be deemed to include an interruption in transportation service under the control of the Operator save and except acts of God and civic disorders.

12.0 NOTICES

12.1 TIMING AND DELIVERY OF NOTICES

Where notifications, permissions, or authorizations are sought or given by either the Consortium or the Operator in the normal course of business, these may be sent subject to the timing restraints associated with such notification, permission, or authorization in any or all of the following ways:

(a) by prepaid registered post mailed at a post office in the Province of Ontario. Such notice shall be deemed to have been received on the third (3rd) business day following the day of mailing;

(b) written notice shall also be deemed to have been given to the Consortium, if and when the same is delivered to the Manager of the Consortium at the address specified below, and to the Operator Executive, at the address specified below. Such notice, if delivered, shall be deemed to have been given and received at the time of such delivery; or

(c) written notice shall also be deemed to have been given where the sender sends such notification by email and receives acknowledgement of the email from the recipient. Such notice shall be deemed to have been given and received at the time of receipt of the acknowledgement. It is the responsibility of the sender to secure an acknowledgement before assuming safe and timely delivery.

For clarification, a material change in the Operator's business or performance related issues, mail and email notice method is applicable for Articles 3.6, 10, 18.2 and must be sent to senior management as outlined below.

For the purposes of these notices, the following addresses apply:

For the Consortium:

Manager of Transportation : Philip Kuckyt

Address for mail or hand delivery: 349 Erie Avenue, Brantford, ON, N3T 5V3

Address for email delivery: philip.kuckyt@granderie.ca

For the Operator:

Operator Executive: _____

Address for mail or delivery: _____

Address for email delivery: _____

13.0 GENERAL

13.1 AMENDMENTS TO THE AGREEMENT

Any of the terms of this Agreement may only be amended in writing by the mutual consent of the Consortium and the Operator.

13.2 ADMINISTRATION PROVISIONS FOR THE CONSORTIUM

Except where otherwise expressly provided above, for the purposes of administering the provisions of this Agreement, the "Consortium" shall be deemed to include the Consortium's duly authorized officers and employees.

13.3 SUCCESSORS AND PERMITTED ASSIGNS

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

13.4 CONFIDENTIALITY OF ALL INFORMATION

Recognizing the Consortium's duty to provide Student and other Confidential Information to the Operator in a timely fashion for the provision of safe transportation, in accordance with the Municipal Freedom of Information and Protection of Privacy Act, all personal information provided by the Consortium and the Consortium's Member School Boards' schools to the Operator remains the property of the Consortium/school and cannot be divulged to any person, persons or other organizations without obtaining prior written consent from the Consortium.

In like manner, all personal information collected about Operators, its members, and its employees remains the property of the respective organizations or individuals and cannot be divulged to any person, persons, or other organizations without obtaining prior consent from the respective organizations or individuals, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

13.5 OPERATORS RIGHT TO PROVIDE SERVICES TO OTHER BOARDS AND CONSORTIUMS

Notwithstanding anything else to the contrary contained herein, the Operator shall be permitted to provide transportation services to any other school board (Additional Board) or Consortium provided that provision of the transportation services to any or all of the Additional Boards or consortiums does not otherwise impair or detrimentally affect the provision of transportation services under this Agreement.

The Operator agrees that, upon the request of the Consortium and subject to such additional Board's or consortium's consent, it shall provide to the Consortium a copy of any agreement for the provision of transportation services that it may have with any or all of the Additional Boards or Consortium pursuant to which the Operator purports to use the same vehicles at the same times to provide transportation services to both the Consortium and any or all of the Additional Boards or consortiums. When such arrangements are permitted, changes to the Base Rate will be negotiated between the Operator and the Consortium.

The Operator shall not otherwise provide transportation services utilizing the same vehicles at the same times as it may use to provide transportation services under this Agreement.

14.0 DISPUTE RESOLUTION

AMICABLE RESOLUTION

Claims or controversies (other than those which may impact health and safety) arising out of or in any way connected with this Agreement, and all matters of dispute relating to the rights and obligations of the Parties to this Agreement, shall at first attempt be amicably resolved with the Manager of Transportation; failing that, then to the Administration Committee of the Consortium.

14.1 Mediation

Claims or controversies (other than those which may impact health and safety) arising out of or in any way connected with this Agreement, and all matters of dispute relating to the rights and obligations of the Parties to this Agreement, which cannot be amicably resolved, shall first be referred to an appropriate person or firm for non-binding mediation. Any Party may at any time give written notice to the other of its desire to submit such a dispute to non-binding mediation, stating with reasonable particularity

the subject matter of such dispute and indicating its desire for the Parties to jointly appoint a mediator. Within ten (10) days after receipt of such notice, the Parties shall appoint a single mediator with appropriate experience to mediate and assist in the consensual resolution of such dispute. If the Parties fail to appoint a mediator within such ten (10) day period, either Party may then give a notice for the arbitration of such a dispute under the terms of Section 14.2 hereof. The mediator so appointed shall promptly arrange to hold a hearing or meetings to enable each of the Parties to make submissions and to mediate the dispute. The mediation shall be conducted in Ontario, in English or French and in accordance with procedures agreed to by the Parties and the mediator. If such procedures cannot or have not been settled by agreement within a reasonable time, ("reasonable time" being determined by the mediator) the procedures shall be those specified by the mediator. The costs of the mediation shall be borne equally by the Parties making submissions. None of the Parties shall make a request for arbitration until sixty (60) days following the termination of the mediation process, or within sixty (60) days of a mediator determining acting reasonably, that a mediated settlement cannot be reached.

14.2 Arbitration

Subject to Section 14.1, and with the exception of disputes which in the sole opinion of the Consortium impact health and safety, any failure of the Parties hereto to reach agreement with respect to matters provided for in this Agreement and/or relating to the rights and obligations of the Parties to this Agreement, shall be referred to and finally settled by private and confidential binding arbitration held in English or in French, in Ontario.

14.3 Appointment of Arbitrator

Either Party may at any time give written notice to the other of its desire to submit to arbitration a dispute arising out of or connected with this Agreement, stating with reasonable particularity the subject matter of such dispute and indicating its desire for the Parties to jointly appoint an arbitrator. Within ten (10) business days after receipt of such notice, the Parties shall appoint a single arbitrator with appropriate experience to arbitrate such dispute. If the Parties fail to appoint an arbitrator within a ten (10) business day period, either Party may apply to a Judge of the Ontario Superior Court of Justice to appoint an arbitrator to arbitrate such dispute. The arbitrator so appointed shall forthwith proceed to arbitrate the dispute.

14.4 Costs and Bar on Appeal

The costs of the arbitration shall be paid as determined by the arbitrator. Despite anything to the contrary contained in the Arbitrations Act (Ontario), the award of the arbitrator shall be final and binding upon the Parties and all persons claiming through or under them, and shall not be open to appeal.

14.5 Enforcement

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and execution or other legal process may issue thereon. The Parties hereto and all persons claiming through or under them hereby attorn to the jurisdiction of the arbitrator and to the jurisdiction of any court in which the judgment may be entered.

15.0 OCCUPATIONAL HEALTH AND SAFETY ACT

15.1 DISPUTE RESOLUTION

Both the Operator and Consortium agree to work in accordance with the Occupational Health and Safety Act. Where either the Operator or Consortium fails to comply with the said Act, either party may issue a rectification notice to the Offending Party setting out the manner and time-frame for rectification. Immediately upon receipt of that notice, the Offending Party shall either:

- (a) comply with that rectification notice; or
- (b) provide a rectification plan satisfactory to the other party.

If the Offending Party fails to either comply with that rectification notice or to provide a satisfactory rectification plan,

- i. where the other party is the Consortium, the Consortium may immediately terminate this Agreement; and
- ii. where the other party is the Operator, the Operator may, without penalty to itself, immediately cease to supply such services or to perform such actions that continue to put the health and safety of the person at risk.
- iii. Where the Operator has been given a prior rectification notice, the same subsequent type of non-compliance by the Operator will allow the Consortium to immediately terminate this Agreement.

15.2 Replacement Workers

The Operator shall immediately notify the Consortium of any Work Refusals for which a replacement worker cannot be immediately found. The Consortium will not incur costs

for the routes not performed as a result of the work refusal. If the Work Refusal continues, the Consortium then reserves the right, at its sole discretion, to have the work filled via an alternate service provider.

16.0 RIGHT TO AUDIT

With reasonable written notice, and with respect to matters related to this Agreement, the Consortium shall have the right, at its own expense, and without limitation,

- a) to request documents for audit and review; and
- b) to visit the premises of the Operator; and
- c) to hire an independent auditor; and
- d) to inspect any and all aspects of the Operator's business premises, equipment, services, and business practices to determine and confirm compliance with all Articles of this Agreement.

17.0 STANDARDS OF PERFORMANCE

17.1 CONFORMANCE TO STANDARDS OF PERFORMANCE

The performance of this Agreement shall be effected in accordance with the terms of this Agreement and specifically, the Operator shall provide services which shall, at a minimum, meet the guidelines and procedures that are included in Schedule E.

17.2 PERFORMANCE FAILURE

Failure to meet or exceed performance guidelines shall be addressed as follows:

1. Upon receipt of a written Report of Failure, the Operator shall, within 15 days of the receipt of such Report, produce a written response that explains how the failure will be addressed, including a target date to remedy the defect; and
2. In the event of persistent and/or un-remedied subsequent failures against the same Performance Guidelines, the Consortium, may request an additional remedy, or may forthwith terminate this Agreement.

18.0 TERM

This Agreement shall commence on the Contract Starting Date and shall be for a term of three (3) consecutive school or contract years of ten (10) months per year, terminating on the Contract Ending Date, August 31, 2012. All terms, provisions and conditions of this Agreement shall continue in force for the duration of the Agreement. Schedule G-Rates, will be discussed on an annual basis prior to the beginning of the school year for both year two and year three of the Agreement.

It is understood and agreed that, in the Consortiums sole discretion, this Agreement may be extended for additional school years subject to rate adjustments and that all

terms and provisions of the present Agreement shall continue in full force and effect until such time as it is superseded by a new Agreement provided such notice is given by June 1, 2012.

The extension years are at the option of the Consortium, subject to the concurrence of the Operator. The Operator or the Consortium may suggest, and the Operator or the Consortium may accept or decline, new rates for each extension year. If either the Consortium or the Operator declines the extension, then this Agreement ends at its previously established time. Written notice of either the Operator or Consortium's intention not to renew this Agreement shall be no later than March 1st of the last year of the Agreement and March 1st of the first year of renewal of this Agreement, if applicable.

The rates to be used for the extension years may be varied and shall be negotiated between the Consortium and the Operator at the time of offering the extension. The Operator may accept or decline the offer to extend at these rates. If declined, the Consortium may negotiate with another Operator.

18.1 TERMINATION AT ANY TIME BY THE CONSORTIUM

This Agreement may be terminated at any time as follows:

- a. by agreement in writing of the Consortium and the Operator; OR
- b. by the Consortium, on thirty (30) days' notice in writing,
 - i. With the Consortium acting reasonably, and where the Operator has failed to fulfill all or part of the terms of this Agreement; OR
 - ii. Where, in the opinion of the Consortium, the Operator, or any of its servants, employees or agents, habitually fail to operate, any of its vehicles in accordance with the requirements of the Public Vehicles Act and the Regulations thereunder, the Highway Traffic Act (Ontario) and the Regulations thereunder, and/or any other Acts and Regulations applicable to the provision of public or private transportation for school students, including Commercial Vehicle Operator's Registration (CVOR) under regulations of the Ministry of Transportation and Communications and including any regulations or policies of the Consortium and its Member School Boards which govern the transportation of their students.

18.2 CANCELLATION OR ALTERATION OF ROUTES BY THE CONSORTIUM WITH NOTICE

- (i) During the planning period for the next school year as defined as June 1 – August 15, it is agreed that the Consortium may cancel routes or runs without notice whereby the Consortium deems the service unnecessary.

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(ii) Where material changes which may substantially alter, modify, or cancel a route or run, the Consortium will provide fifteen (15) days written notice to the Operator when the Operator is providing or has provided transportation services. Minor modifications adjusting routing, including but not limited to adding a stop or student, will not be subject to the aforementioned clause.

a) In the event of either or both of (i) and/or (ii) the Consortium shall not be liable to the Operator for any claims, suits, costs, expenses, or damages whether direct or indirect, compensatory, or otherwise incurred by the Operator as a result of such alteration, modification, reorganization or consolidation including, without limiting the generality of the foregoing, lost profits.

Without limiting the rights of the Consortium under this Article, the Consortium may, in particular, alter the scheduling for a route or routes.

(b) Without in any way limiting the generality of Article 18.2(a), the Operator acknowledges and agrees that, over the term of this Agreement, the Consortium is engaged in a process which may result in the reduction of the number of buses and/or runs or routes required by the Consortium to transport pupils to and from the schools of the Consortium's Member School Boards. The Operator further acknowledges and agrees that the Consortium may, acting reasonably in the Consortium's sole and unfettered discretion, reorganize, reduce, alter or eliminate any or all of the runs or routes awarded to the Operator under this Agreement.

(c) Without in any way limiting the generality of Article 18.2(a), the Operator agrees that the Consortium may exercise the rights of the Consortium as referred to in Article 18.2(b) of this Agreement without terminating this Agreement and, in any such event, the Consortium shall not be liable to the Operator for any claims, suits, costs, expenses or damages, whether direct or indirect whatsoever compensatory or otherwise, including loss of profit, incurred by the Operator.

(d) Where the Consortium exercises its rights pursuant to Article 18.2(b) and requests the Operator to serve a route or routes not specified by this Agreement, the Consortium agrees to pay, and if the Operator agrees to accept, for each day on which transportation is provided an amount per day equal to the amount provided in "Schedule G- Rates" for the appropriate size vehicle.

19.0 SUSPENSION OF SERVICES BY THE CONSORTIUM

19.1 DURING INCLEMENT WEATHER

The Operator acknowledges that in the event that the Consortium notifies the Operator that transportation services will not be required until further notice owing to circumstances beyond the control of the Consortium due to inclement weather, the Consortium shall be liable to pay to the Operator an amount equal to the Inclement Weather Rate of this Agreement. For the purposes of this Agreement, the Inclement Weather Rate will be equal to one hundred (100) percent of the total daily rate for the first two (2) days of inclement weather. All other inclement weather days will result in the Operator being compensated seventy percent (70%) of the total daily rate for routes affected by the cancellation(s).

Such payment shall constitute the Consortium's only obligation in such event. In respect of suspension for inclement weather the Consortium will notify the Operator of the suspension of service by 06:30 on the day of such cancellation.

19.2 DUE TO FACILITIES ISSUES

The Operator acknowledges that in the event that the Consortium notifies the Operator that transportation services will not be required until further notice owing to circumstances beyond the control of the Consortium, the Consortium shall be liable to pay to the Operator an amount equal to the Inclement Weather Rate of the contract for a period being the lesser of the period during which transportation services are not required by the Consortium or fifteen (15) days next following the delivery of such notice.

Such payment shall constitute the Consortium's only obligation in such event and following the expiration of the period referred to herein the Operator shall not be entitled to any further payment from the Consortium until such time as it receives notice that the transportation services are required by the Consortium and the Operator hereby releases the Consortium of and from any and all manner of action, causes of action, claims and demands whatsoever whether direct or indirect, whatsoever in excess of the amount required to be paid to the Operator by the Consortium under the terms of this sub Article.

19.3 DUE TO OPERATOR LABOUR DISPUTES

The Operator hereby acknowledges that in the event that the Operator notifies the Consortium that transportation services will not be available until further notice as a result of Operator Labour Disputes, the Consortium shall not be liable for any fees relating to such unavailable services.

The Consortium reserves the right to make alternate arrangements with a different supplier effective the first day the Operator is unable to provide service and it will be awarded to an alternate supplier at the Consortium's sole discretion.

At the end of a 15 day period, in the event the Operator Labour Dispute has not concluded, the Consortium may cancel this agreement and may seek alternate arrangements for transportation services.

19.4 DUE TO MEMBER BOARD LABOUR DISPUTES

The Operator hereby acknowledges that in the event that the Consortium notifies the Operator that transportation services will not be required until further notice owing to circumstances beyond the control of the Consortium, including without limiting the generality of the foregoing Member Board Labour Disputes, the Consortium shall be liable to pay to the Operator an amount equal to the Inclement Weather Rate for a period being the lesser of the period during which transportation services are not required by the Consortium or thirty (30) days next following the delivery of such notice.

If at the end of the 30 day period, Ministry Funding is discontinued or reduced the Consortium may at its sole discretion,

1. Cancel this Agreement and, at the end of the Member Board Labour Dispute, seek alternate arrangements for transportation services, or
2. May reduce the Member Board Labour Dispute Rate in proportion to the reduction in Ministry's Funding for Student transportation. The Operator may accept this reduction, retaining critical staff and continue the Agreement, or, may terminate this Agreement without penalty.

20.0 SURVIVAL

All representations, covenants, warranties, indemnities and limitations of liability set out in this Agreement shall survive the termination or expiry of this Agreement.

21.0 NON-WAIVER

No waiver of any breach(es) of this Agreement shall operate as a waiver of any similar subsequent breach(es) of any other provisions of this Agreement. No provision of this Agreement shall be deemed to be waived and no break excused, unless such waiver or the consent excusing the break is in writing and signed by the party that is purported to have given such waiver or consent. No delay or omission on the part of either party to this Agreement to avail itself of any right it may have under this Agreement shall operate as a waiver of such right. No waiver or failure to enforce any of the provisions of this Agreement shall in any way affect the validity of this Agreement or any part thereof.

22.0 RIGHTS CUMULATIVE

The rights and remedies of the parties to this Agreement are cumulative and are in addition to and not in substitution for any rights and remedies provided by law.

23.0 TIME OF ESSENCE

Time shall be deemed to be of the essence in the performance of the obligations under this Agreement.

24.0 ASSIGNMENT BY THE CONSORTIUM

The Consortium and the Operator acknowledge and agree that this Agreement may be assigned by the Consortium to a Not-for-Profit Corporation to be incorporated for the purpose of providing student transportation services on behalf of each of the Grand Erie District School Board, Brant Haldimand Norfolk Catholic District School Board and the Conseil Scolaire de District Catholique Centre-sud, and upon such assignment and assumption of this Agreement by such corporation and notice thereof being given to the Operator, then the Consortium shall be relieved of any further liability hereunder.

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IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR
RESPECTIVE DULY AUTHORIZED OFFICERS IN THAT REGARD, AS OF THE DATE FIRST ABOVE WRITTEN.

STSBHN]

[Services Provider Name]

Per:

Per:

.....
Name: Mr. Jamie Gunn
Title: Superintendent of Business and
Treasurer - GEDSB
Date: _____

.....
Name:
Title:
Date: _____

.....
Name: Mr. Wally Easton
Title: Associate Director – Services and
Treasurer - BHNCDSB
Date: _____

.....
Name:
Title:
Date: _____

.....
Name: Mr. Bobby Somaroo
Title: Chief Business Officer - CSDCCS
Date: _____

*We have the authority to bind the
Operator*

We have the authority to bind the Consortium

Schedule A – First Aid Training

(a) BASIC FIRST AID

The following is a sample course outline for basic first aid and is provided to offer a guideline for course content.

Basic First Aid - Sample course outline

- 1) Outline of: What is First Aid
 - a) The Law and First Aid
 - b) Protecting Yourself
- 2) Scene Assessment For Emergencies (SAFE)
 - a) Environment, Primary Assessment, Secondary Assessment
 - b) Continuing Care (until medical help arrives)
- 3) How breathing works
- 4) Causes of Respiratory Emergencies
 - a) Airway obstructions, mechanical problems, suffocation
- 5) Choking - Signs & symptoms
- 6) First Aid for Choking
 - a) Conscious & unconscious adults and children
- 7) Artificial Respiration & Methods
 - a) Assisted breathing, hyper-ventilation
- 8) Cardiovascular Emergencies
 - a) Heart attacks, strokes
- 9) CPR for adults and children
- 10) Severe bleeding
- 11) Shock
- 12) Fainting
- 13) The nervous system
- 14) Head and Spinal Injuries

SCHEDULE B – SAFETY

(b) SAFETY

The Operator must provide safety orientation for all drivers, permanent or temporary. Upon request from the Consortium, the Operator will provide date(s) and agenda for any such orientation or drills and the Consortium shall have the option to attend such orientation or drills. The Operator is required to keep accurate records of all employees training and make them available to the Consortium if requested.

The program should contain the following:

(c) INITIAL TRAINING

1. Awareness of Sensitivity for Special Needs Students
2. Awareness of Racial and Ethno cultural Issues (Human Rights)
3. First Aid, Epipen or similar generic devices and CPR
4. Bus Evacuation, Accident Procedures, Fire Extinguisher
5. Student Management, Maintaining and Reporting Bus Discipline
6. Conflict Management
7. Lost Child, Late Bus, Late Parent and Ride Refusals Procedures
8. Authorized Stops
9. Defensive Driving
10. Management of Bullying

(d) ANNUAL REFRESH

- Student Management, Bus Discipline
- Human Rights and Racial Ethno cultural Issues
- Bus Evacuation, Accident Procedures
- Epipen or similar generic devices
- Customer Service training– as per the Ontario Disabilities Act
- Reporting requirements – as per Bill 157
- Lost Child, Late Bus, Late Parent, Ride Refusal,
- Authorized Stops, etc.

(e) EVERY THREE YEARS

1. Defensive Driving training
2. First Aid training

Section 1.02 SCHEDULE C - ROUTES

As of Sept 1, 2009, the Operator is under contract for the following routes and vehicle class:

VEHICLES ASSIGNED TO THE OPERATOR, AS OF SEPTEMBER 1 2009, WILL BE PLACED IN THIS AREA.

Schedule D – Applicable Acts, Statutes and Regulations

D.1 ACTS THAT REGULATE THE OPERATIONS AND BUSINESS AFFAIRS OF ONTARIO'S SCHOOL BUS COMPANIES

D.2 PROVINCIAL STATUTES

Apprenticeship & Certification Act (acquisition of skills for bus technicians through workplace-based apprenticeship programs)

Accessibility for Ontarians With Disabilities Act (accessible buses and services for passengers with disabilities) Business Corporations Act

Compulsory Automobile Insurance Act (insurance requirements for operating vehicles on highways of Ontario Dangerous Goods Transportation Act

Employment Standards Act (recruitment, employee benefits, working conditions, remuneration, overtime, vacation, etc.)

Employers Health Tax Act

Environmental Protection Act (diesel engine smoke opacity limits, DriveClean annual emission testing, handling/disposal of used engine oil, tires, batteries, etc.)

Freedom of Information & Protection of Privacy Act (employee records, reference checks, etc.)

Fuel Tax Act (registration for charter trips beyond Ontario borders, IFTA-International Fuel Tax Agreement, mileage reporting and tax remittance for inter-jurisdictional buses)

Highway Traffic Act (driver & vehicle licensing, Commercial Vehicle Operator Registration-CVOR, vehicle maintenance standards, equipment requirements, safety inspections, rules of the road, vehicle inspection station licensing, etc.)

Human Rights Code

Income Tax Act

Labour Relations Act

Licence Appeal Tribunal (suspension or revocations of a bus company's CVOR, vehicle inspection station licence, etc.)

Liquor License Act (driver's responsibility to ensure passengers don't consume alcohol on charter bus trips)

Occupations Health & Safety Act (employee Health & Safety training, WHMIS training, employee return-to-work protocols, "Work Well" program and audits, workplace safety reps & committees, accident response and employer reporting responsibilities, etc.)

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Ontario Highway Transport Board Act (procedures governing licensing of for-hire passenger carriers)

Public Vehicles Act (licensing for-hire passenger carriers, bus driver and vehicle equipment requirements, passenger liability insurance, operating authority, etc.)

Tobacco Control Act / Smoke Free Ontario Act (regulates smoking in the workplace and on buses)
Trades Qualification & Apprenticeship Act

Travel Industry Act (regulates charter bus companies that provide packaged travel or tour services in addition to transportation services)

Waste Management Act

Workplace Safety & Insurance Act

D.3 FEDERAL STATUTES

Canadian Pension Plan

Canada Labour Code (affecting federally regulated school bus companies that operate beyond Ontario borders) Environmental Protection Act

Criminal Code

Employment Equity Act

Employment Insurance Act

Holidays Act (statutory holidays)

Income Tax Act

Motor Vehicle Safety Act & Canadian Motor Vehicle Safety Standards (importing used school buses from out of country, seat belts, equipment standards for new vehicles, etc.)

Motor Vehicle Transport Act (affecting federally regulated school bus companies that operate beyond Ontario borders)

Personal Information Protection and Privacy & Electronics Documents Act

Quarantine Act (affects buses that are returning to Ontario from the USA transporting a passenger that might have a communicable disease or a passenger has died while on board a bus)

Transportation of Dangerous Goods

Schedule E – Standards of Performance

The Consortium will perform a periodic random audit of an Operators performance accompanied by a fault report. When there is correspondence from parents, teachers or any member of the public the Consortium may forward and follow up on the issue with the Operator. The Consortium will be looking at the following;

Safety
1.Communication devices are available and functional.
2.Safety issues are reported and documented in a timely manner.
3.Medical or special considerations for students are made available to drivers.
Operational Management
4.Overall vehicle condition is in good working order
5.Inspections done by MTO.
6.Pre-trip inspections are done daily by the driver/operator
7.The operation is presented in a professional and organized manner
8.Systems are in place to receive current Consortium generated information
Communication
9.Operator will ensure the most recent route and stop locations are followed
10. Direct communication indicating route delays or cancellations will be made to the school, the consortium, radio stations, and the website, as applicable.
11. A communication device will be used to maintain contact between the base of operations (dispatch) and drivers during route times.
12. Communicating while the bus is in motion will be kept to a minimum and only when absolutely necessary

Training

- 13. Driver performance is monitored and retraining is provided for drivers with safety/accident records
- 14. Driver training records are to be kept, including proof of successful completion
- 15. Training systems are in place for basic student behaviour and a process for training new and spare drivers is available
- 16. Consent to disclose for drivers & employees that may be in contact with student are maintained
- 17. Student management is handled in a safe and professional manner

Document Control

- 18. All pertinent contact information is kept up to date
- 19. Driver performance is tracked
- 20. Accident forms/incident forms are filled out completely and accurately, and adhere to School Board, STS and internal policies.
- 21. Employee files are kept in a secure area.
- 22. Student data is kept secure and in accordance with Privacy policies of the School Board, STS and, internal policies.

Schedule F –FUEL FLUCTUATOR

The Operator shall be compensated for fluctuations in fuel prices above/below the base price for each route as follows:

The base price fuel shall be: diesel \$0.918/litre. There will be a fuel collar where there is no adjustment for the fuel price fluctuation between the prices of \$0.890/l and \$0.945/l net of GST. Adjustments will only cover for the portion of the fuel price (PD) fluctuation below \$0.890/l or above \$0.945/l net of GST.

The fuel is determined to be 12% of the total daily rate for this contract.

TDR= Total daily rate

F= Fuel represents 12% of the TDR

D = number of contract days in the month is 18.8

BD = base price of diesel fuel \$0.918/l

PD = average price of diesel fuel for the month from the Ontario Ministry of Energy – Southern Ontario

FC= Fuel collar

If(PD is outside of collar) then $((PD - GST \pm 3\%) - BD) \times F \times D$, no adjustment within 3%

	Definition	Example
1	Posted price including GST	\$0.81/l
2	Price net of GST (1)/1.05	\$0.778/l
3	Base price of fuel (\$0.918/l)	\$0.918/l
4	Price change= (2)-(3)	-\$0.14
5	Is it outside of collar (\$0.890 to \$0.945), if yes proceed to 6, if not no adjustment	yes
6	% change (4)/(3)	-15.25%
7	Eligible adjustment = (6) +/- 3%	-12.25%
8	Net monthly adjustment + or (-)= TDRX12%X(7)X D	\$200X12%X(12.25%)X18.8=(\$55.27)

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Schedule G Rates

The route distance shall be determined as the sum of:

The distance, including transfers, from points of first pick-up to the last school and back to points of first pickup via the shortest routes in the AM, plus the distances from the first school to the points of last drop and back to the first school via the shortest routes in the PM.

Table 1 - Base Rates	
Vehicle Size	2009-2010

48 - 72		\$X
11 - 19 (Mini Bus)		\$X
6 - 7 (Mini Van)		\$X
Wheelchair Bus		\$X

Table 2 - Variable Kilometre Rates	
Kilometres Included In Base Rate	2009-2010

0		\$X/km
55		\$X/km
55		\$X/km
0		\$X/km

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Table 3 - Additional Work	
Type	2009 - 2010

Brant County - Noon Runs, Enrichment, Industrial Arts, Family Studies, Apps Mill		\$X
Norfolk County		Zones A - E
Driver Overtime Rate - Over 90 Minutes AM or PM		\$X per hour - into 15 minute increments
Bus Aide Rate / Hr - Time defined as in route description		\$X per hour - 3 hour minimum

Student Safety Programs (First Ride, Best Start, Bus Evacuation, Patroller Training) are additional costs and invoiced separately based on funding.

Brant Haldimand Norfolk Catholic District School Board

2009-10

Trustee Meetings and Events

April 27, 2010	3:00 pm	Policy Committee - ByLaws
April 27, 2010	7:00 pm	Board Meeting
April 28-30		Board Art Show (<i>*see details below</i>)
April 28, 2010	1:30 pm	Catholicity Committee
April 29-May 1		OCSTA AGM – Thunder Bay
May 2-7, 2010		Catholic Education Week
May 4, 2010	5:30 pm 6:30 pm	Celebration of the Arts (art viewing) – Sanderson Centre Celebration of the Arts (performances)
May 11, 2010	3:00 pm	Policy Committee
May 11, 2010	7:00 pm	Jean Vanier Blessing
May 12, 2010	7:00 pm	SEAC
May 13, 2010	1:30 pm	Faith Advisory Committee
May 18, 2010	3:30 pm	Budget Committee
May 18, 2010	7:00 pm	Committee of the Whole
May 24, 2010		Victoria Day
May 25, 2010	1:00 pm	Student Transportation Services BHN
May 25, 2010	5:45 pm	Website/Social Networking Inservice
May 25, 2010	7:00 pm	Board Meeting
May 26, 2010	2:00 pm	Sod Turning Ceremony @ Southwest Brant School
June 3-5, 2010		CCSTA AGM - Ottawa
June 8, 2010	3:00 pm	Policy Committee
June 8, 2010	3:00 pm	Budget Committee
June 9, 2010	1:30 pm	Catholicity Committee
June 9, 2010	7:00 pm	SEAC
June 15, 2010	7:00 pm	Committee of the Whole
June 22, 2010	7:00 pm	Board Meeting
June 29, 2010		Last Day of Classes
June 29, 2010	7:00 pm	ACS Graduation
June 29, 2010	7:00 pm	Holy Trinity Graduation
June 29, 2010	7:00 pm	St. John's College Graduation – Sanderson Centre
June 30, 2010		PA Day

* **Board Art Show:** Student Art on display at -
Glenhyrst Gallery, Brantford
Old Town Hall, Waterford
Haldimand Museum, Cayuga

10:30 am – 3 pm daily (school visits)
6:00 pm – 8:00 pm (public viewing)