



**NIPISSING-PARRY SOUND
STUDENT TRANSPORTATION SERVICES**

<p>Section Administration - Public</p>	<p>Revised 2022-06-08</p>
<p>AP-002 Confidentiality of Information</p>	
<p>General Statement</p>	<p>In accordance with the <i>Municipal Freedom of Information and Protection of Privacy Act</i> (the Act), the Nipissing-Parry Sound Student Transportation Services (NPSSTS) is to fulfill its obligation with regard to the protection of, and access to, personal information pertaining to its students, subject to the powers of the courts to compel the production of such documents.</p> <p>Personal information may only be obtained as authorized in the Act and used for the specific purposes for which it is gathered. The management and safekeeping of such information is the responsibility of each designated person.</p> <p>The NPSSTS collects data from its Member School Boards in order to ensure they have the correct geographical and medical data required to transport your child safely to and from school.</p> <p>This information is shared with school bus operators and then with individual drivers so they have the information they need on the bus. Geographical data is collected in order for us to set up bus stops and runs to get your child to and from school. Contact information is important so that we can get in touch with you in the event that an issue arises on the bus or if we have important information to share with you.</p> <p>Medical/personal data is provided so that the drivers understand who is on their bus as a means to react to medical emergencies better or simply to be able to communicate with your child in way that best works with their special needs.</p> <p>Some school buses may be equipped with Global Positioning Systems (GPS), Radio Frequency Identification (RFID), and camera systems. These systems are intended to improve the level of service.</p>



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	<p>RFID may be used to assist in contact tracing and ensuring that students board and de-board the correct buses at the correct stops.</p> <p>Cameras can be used in a variety of ways including capturing <i>Highway Traffic Act</i> infractions related to the unlawful passing of school buses, 360 degree coverage to ensure students are out of the danger zones before the vehicle is engaged, and monitoring behaviour and student / driver interaction on the bus and at the bus stop.</p> <p>This data is collected and stored for 30 days at which time it is overwritten if not used. If required for any authorized uses, then the data will be kept for one year. The information is stored on a password protected device or cloud setting within a secured firewall environment.</p>
<p>Definitions</p>	<p>For the purposes of this Guideline,</p> <ol style="list-style-type: none"> 1. Personal information includes but is not limited to: <ul style="list-style-type: none"> • An individual’s name where it appears with other personal information relating to the individual; • Address and telephone number of the individual; • Race, colour, religion, age, gender, sexual orientation or marital or family status of the individual; • Video images of an individual (e.g., pedestrians and students); • Medical information; • Any identifying number or symbol assigned to the individual (e.g., a licence plate). 2. A privacy breach occurs when personal information is collected, retained, used or disclosed in ways that are not in accordance with the provision of the Act. Amongst the most common breaches of personal privacy is the unauthorized disclosure of personal information , such as:



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	<ul style="list-style-type: none"> • Sending communications to the wrong recipient due to human error; • Improper securing of records; • Improper records destruction procedures; • Loss or theft of unsecured assets, such as laptop computers, digital cameras, or portable storage devices (USB sticks).
<p>Statement of Responsibility</p>	<p>Authorized staff who have access to this information for provision of student transportation and any related administrative process must protect confidentiality.</p> <p>This includes all NPSSTS Staff, contracted transportation providers and their personnel.</p>
<p>Procedures in the event of a possible breach of this Guideline</p>	<p>Any person who becomes aware of a breach of confidentiality as it relates to these procedures shall immediately report the incident to their supervisor. Supervisors shall advise their manager immediately.</p> <p>In the case of a contracted transportation provider, the manager shall:</p> <ul style="list-style-type: none"> • Immediately take measures to prevent any further breach from occurring; and • Notify the Executive Director of the NPSSTS immediately. <p>In the case of the NPSSTS, the manager shall:</p> <ul style="list-style-type: none"> • Immediately take measures to prevent any further breach from occurring; and • Notify the Executive Director of the NPSSTS immediately. <p>The Executive Director shall:</p> <ul style="list-style-type: none"> • ensure that the affected Member Board(s) are advised of the breach; • ensure that an inquiry is conducted into the circumstances surrounding the breach;



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	<ul style="list-style-type: none"> • Make recommendations and take measures to ensure that similar breaches do not occur in the future; • Take any other measures necessary as the circumstances dictate.
<p>Audit and Improvement</p>	<p>Agreements with transportation providers stipulate that:</p> <p>It is recognized that the Member School Boards' duty to provide student and other confidential information to the Consortium and through them to the Operator in a timely fashion, in accordance with the <i>Municipal Freedom of Information and Protection of Privacy Act</i>. Therefore, all personal information contained in all school listings provided by the Consortium and the Consortium's Member School Boards to the Operator remains the property of the entity who provided it and cannot be divulged to any person(s) or other organization(s) without obtaining prior written consent from that entity.</p> <p>These agreements further state that:</p> <p>With reasonable prior written notice, and with respect to matters related to the Agreement, the Consortium shall have the right, at its own expense and without limitation:</p> <ol style="list-style-type: none"> a) To request documents for audit and review; b) To visit the premises of the Operator; and c) To inspect any and all aspects of the Operator's business premises, equipment, services and business practices to determine and to confirm compliance with the Agreement. <p>Therefore, the Operations Manager of the NPSSTS shall:</p> <ul style="list-style-type: none"> • Include the provisions of these Guidelines in the annual operator audits; • Report the status of the situation found at audit; • Make recommendations for improvements as required; and • Ensure that any recommendations are implemented in a timely fashion.