

Privacy and Confidentiality of Student Information

It is the responsibility of all STEO school bus operators, their staff and drivers to protect and safeguard student information.

Please take the time to review your internal processes around the handling, storage and sharing of personal student information and ensure that when student information (e.g. route manifests, emergency medical forms) become outdated, that all personal student documentation is disposed of by shredding. Further, please ensure that student information that may be housed or shared on computers/electronic devices, is adequately protected and destroyed as appropriate.

We would ask that you reach out to your drivers regularly to remind them of the important role they play in protecting student data, including:

- not disclosing personal student information to others, except as may be required in an emergency
- keeping student information (e.g. route manifests, emergency medical forms) in a secure location at the driver's station on the vehicle when transporting students
- removing student information from the vehicle for safe storage when the vehicle is left unattended
- appropriately destroying (e.g. shredding) outdated student data
- informing your employer immediately, if a breach (e.g. loss of information) has occurred

If a staff member informs you of an information breach, please inform STEO right away so that we may support you in containing/communicating the breach. Any contractor who knows or suspects that privacy/confidentiality has been breached by themselves or another person is responsible to report the breach to STEO immediately.

As outlined in the STEO Standards of Performance Document:

Ensure that you have read, completed and signed the "Agreement for the Use and Non-Disclosure of Personal and Confidential Information" (attached). The completed form must be returned to STEO annually.

Ensure that each year your drivers have read, completed and signed the "Agreement for the Use and Non-Disclosure of Personal and Confidential Information". This completed form is to be filed in the Employee's file at your office.

From the 'Services Agreement' (between STEO and each bus company)

While recognizing STEO's duty to provide student and other confidential information to the Operator in a timely fashion, in accordance with the Municipal Freedom of Information and Protection of Privacy Act, all personal information contained in all school listings provided by STEO and STEO's Member School Boards' schools to the Operator remains the property of STEO/Member School Boards and shall not be divulged by the Operator to any person(s) or other organization(s) without obtaining prior written consent from STEO.

We thank you for your diligence in keeping student information secure at all times!



Bus Operator Annual Agreement for the Use and Non-Disclosure of Personal and Confidential Information

STEO, the Catholic District School Board of Eastern Ontario and the Upper Canada District School Board (hereinafter the Boards) are governed by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, C.56. The Act provides a balance between access to information and the protection of the individual's privacy. In addition to MFIPPA, the Boards also have obligations under the Education Act and other pieces of legislation including Personal Health Information Protection Act (PHIPA) and Personal Information Protection and Electronic Documents Act (PIPEDA), with regards to the collection, use and disclosure of personal information.

To support the accountable collection, use, retention and disclosure of personal information, we require that you read in full and sign this "Agreement for the Use and Non-Disclosure of Personal and Confidential Information" form. If there any items that require clarification, please reach out to STEO prior to signing.

Pursuant to the Municipal Freedom of Information and Protection of Privacy Act RSO 1990, C.M.56 and other legislation named herein, I/we the undersigned

(Individual's Name or Company Name (hereinafter the Operator)

agree to ensure that the Company Officials and/or Employees will not use the Boards' student information including **student name, class/grade, photo/video image, medical notes, 911 address and mailing address or <u>any</u> <u>other identifying information</u> for any purposes other than those directly related to the transportation of students. The specific use of this information shall be for route planning and a student's health and safety in an emergency. The Operator agrees that it will ensure use and disclosure of the personal information identified for the purpose specified above and will otherwise comply with all applicable privacy legislation. If the relationship between STEO and the Operator should end for any reason, or at the expiry of the service agreement between STEO and Operator, the Operator will return or destroy all student personal information in its custody by shredding as soon as is reasonably possible.**

Company Official (PRINT):	
Title:	
Name of Company:	
Full address:	
Telephone Number:	Fax Number:
Signature of Company Official:	
Dated at	on theday of, 20
STEO Use Only	
Signature:	Title: <u>STEO GM/CAO</u>

Note: Return this completed form to STEO's Executive Assistant