

Board Meeting Agenda June 27, 2018 – 4:30 p.m.

1. Call to Order

- 2. Approval of Agenda
 - 2.1 Additions/Deletions to Agenda
 - 2.2 Approval of Agenda
- 3. Appointments
- 4. Reading and Approving of Minutes
 - 4.1 Amendment/Correction of Minutes
 - 4.2 Approval of the Minutes of the Regular Meeting of May 23, 2018
- 5. Presentations
 - 5.1 Rotary Ottawa Trip, Mr. Graeme Gibson
- 6. Reports from Senior Administration

7. Reports from Trustees and Standing Committees

- 7.1 Chair's Report
- 7.2 Trustees' Reports
- 7.3 Building
 - 7.3.1 Sturgeon Composite High School exterior painting Option 1
- 7.4 Finance & Human Resources
- 7.5 Education Policy
- 7.6 Advocacy
- 7.7 Transportation

8. Reports from Special Committees

- 8.1 Alberta School Boards Association Representative
- 8.2 Public School Boards Association of Alberta Representative

9. New Business

- 9.1 Policy D/I/6 Appeals
- 9.2 Policy D/III/1 Equity, Diversity, Inclusion and Human Rights & Associated Administrative Practices

- 9.3 Locally Developed Courses Approval Psychology Abnormal 35 (3 credits)
- 9.4 2018 2021 Educational Services Agreement Alexander First Nation
- 9.5 2018 2019 Educational Services Agreement, Elk Island Public Schools Language Immersion Sturgeon Public School Division Transported Students
- 9.6 2018 2019 Educational Services Agreement, Greater St. Alberta Catholic Schools – Language Immersion Sturgeon Public School Division Transported Students
- 9.7 2018 2019 Educational Services Agreement, St. Albert Public Schools Language Immersion Sturgeon Public School Division Transported Students
- 9.8 2018 2023 Lease Agreement Town of Gibbons Bon Accord Community School
- 9.9 2018 2023 Lease Agreement Town of Gibbons Gibbons School
- 9.10 Joint Use Agreement Sturgeon School Division No. 24 Town of Gibbons Amendment
- 9.11 Rivière Qui Barre Agricultural Society Demolition Scope
- 9.12 Central Office Modernization
- 9.13 July/August Committee of the Whole and July Board Meetings
- 9.14 August Board Meeting and Organizational Meeting

- 9.15 Monthly Financial Report
- 9.16 Annual Report Re: Off-Campus Education
- 10. Unfinished Business
- 11. Notices of Motion
- 12. Information
 - 12.1 City of Edmonton Annexation (66 Street)
- 13. Comment & Question Period
 - 13.1 ATA; CUPE
 - 13.2 Community Members
 - 13.3 Media
- 14. Requests for Information
- 15. Adjournment



Minutes of the Meeting of The Board of Trustees of Sturgeon Public School Division No. 24 Held at Morinville on May 23, 2018

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Minutes of the Meeting of The Board of Trustees of Sturgeon Public School Division No. 24 Held at Morinville on May 23, 2018

Roll Call

Present were Trustees: Mr. Joe Dwyer; Mrs. Misty Featherley; Mr. Terry Jewell; Mrs. Liz Kohle; Mrs. Oatway-McLay; Mrs. Pequin; Mr. Shane Sherwin; Dr. Michèle Dick (Superintendent); Mrs. Ruth Kuik (Associate Superintendent, Education Services); Mr. Thomas Holmes (Associate Superintendent, Human Resources & Leadership Support); Mrs. Cam-Van Mackie (Assistant Secretary Treasurer); Mrs. Nisha Patel (Executive Assistant, Secretary Treasurer)

Absent: Mrs. Iva Paulik (Secretary Treasurer)

Call to Order

The Chair called the meeting to order at 4:45 p.m.

Approval of Agenda

#054/2018 – Moved by Mrs. Featherley that the agenda be approved.

CARRIED 7/0

Appointments

Approval of Minutes

#055/2018 – Moved by Mrs. Oatway-McLay that the minutes of the Regular Meeting of April 25, 2018 be approved.

CARRIED 7/0

Presentations

3 Year Education Plan, Mrs. Ruth Kuik, Associate Superintendent, Education Services, Sturgeon Public School Division provided a verbal and written report with respect to the Draft 3 Year Education Plan 2018/19 – 2020/21 – Goals, Priorities and Strategies.

The meeting moved to 'New Business – Item 9.5 – Sturgeon Public School Division DRAFT Three Year Education Plan 2018/19 – 2020/21 – Goals, Priorities and Strategies'

May 23, 2018

<u>Sturgeon Public School Division DRAFT Three Year Education Plan 2018/19 – 2020/21 – Goals, Priorities and Strategies</u>

#056/2018 – Moved by Mrs. Oatway-McLay that the Board of Trustees approve the Sturgeon Public School Division DRAFT Three Year Education Plan 2018/19 – 2020/21 – Goals, Priorities and Strategies.

CARRIED 7/0

The meeting recessed at 5:38 p.m.

The meeting resumed at 5:44 p.m.

Reports from Senior Administration

A verbal and written report was provided on behalf of Senior Administration.

Reports from Trustees and Standing Committees

Chair's Report

A verbal report was provided.

Trustees' Reports

Verbal reports were provided.

The meeting recessed for dinner at 6:08 p.m.

The meeting resumed at 6:38 p.m.

Building

A verbal report was provided.

Finance & Human Resources

A verbal report was provided.

Education Policy

No report was provided.

<u>Advocacy</u>

No report was provided.

<u>Transportation</u>

No report was provided.

Reports from Special Committees

Alberta School Boards Association Representative

A verbal report was provided.

May 23, 2018

Public School Boards Association of Alberta Representative

A verbal report was provided.

New Business

Policy B/III/5 - Comments, Delegations and Presentations at Board Meetings and Board Regulation, Board 2 - Comments, Delegations and Presentations at Board Meetings #057/2018 - Moved by Mrs. Oatway-McLay that the Board of Trustees approve Policy B/III/5 - Comments, Delegations and Presentations at Board Meetings.

CARRIED 7/0

#058/2018 – Moved by Mrs. Kohle that the Board of Trustees approve Board Regulation, Board 2 – Comments, Delegations and Presentations at Board Meetings.

CARRIED 7/0

Policy E/II/1 - Employee Expense Reimbursement

#059/2018 – Moved by Mrs. Featherley that the Board of Trustees approve Policy E/II/1 – Employee Expense Reimbursement.

CARRIED 7/0

Policy F/III/1 - Student Records Management

#060/2018 – Moved by Mrs. Kohle that the Board of Trustees approve Policy F/III/1 – Student Records Management.

CARRIED 7/0

<u>Board Regulation, Administration 1 – Security of Personal and Division</u> <u>Information</u>

#061/2018 – Moved by Mrs. Pequin that the Board of Trustees rescind Board Regulation, Administration 1 – Security of Personal and Division Information.

CARRIED 7/0

Locally Developed Courses Approval – Forensic Studies 25 & 35 (3 credits) #062/2018 – Moved by Mrs.Oatway-McLay that the Board of Trustees approve the Locally Developed Course – Forensic Studies 25 & 35 (3 credits).

CARRIED 7/0

<u>Locally Developed Courses Approval – Military Studies 15 & 25 (3 credits)</u>
#063/2018 – Moved by Mrs. Pequin that the Board of Trustees approve the Locally Developed Course – Military Studies 15 & 25 (3 credits).

CARRIED 7/0

May 23, 2018

Locally Developed Courses Approval – Military Studies 15 & 25 (5 credits)

#064/2018 – Moved by Mrs. Oatway-McLay that the Board of Trustees approve the Locally Developed Course – Military Studies 15 & 25 (5 credits).

CARRIED 7/0

Lease Agreement - SIGIS Child Care Society

#065/2018 – Moved by Mrs. Oatway-McLay that the Board of Trustees approve the Lease Agreement with SIGIS Child Care Society for children centre at Sturgeon Heights School for the 2018 – 2019 school year.

CARRIED 7/0

Non-Resident Fee Schedule 2018 - 2019

#066/2018 – Moved by Mr. Dwyer that the Board of Trustees approve the Non-Resident Fee Schedule for the 2018 – 2019 school year.

CARRIED 7/0

2018 - 2019 Preliminary Budget

#067/2018 – Moved by Mr. Jewell that the Board of Trustees approve the following amendments to the 2018 – 2019 Preliminary Budget:

- Page 17 Alberta Infrastructure Managed Projects Division incurred expenses \$75,000 to be increased to \$125,000
- 2. Page 19 Plant Operations and Maintenance Expenditures Budget to be decreased by \$50,000 (not to affect school based custodial and caretaking staff)
- 3. Page 20 Transportation Expenditure Budget to be decreased by \$50,000
- 4. Deficit to be taken out of reserves

CARRIED 7/0

#068/2018 – Moved by Mr. Jewell that the Board of Trustees approve the 2018 – 2019 Budget.

CARRIED 7/0

#069/2018 – Moved by Mr. Jewell that the Board of Trustees approve the Sturgeon Public School Division Budget Report for the year ending August 31, 2019.

CARRIED 7/0

Monthly Financial Report

The Board of Trustees received the verbal and written 8 Months Financial Report for 2017 – 2018 as of April 30, 2018 as information.

Unfinished Business

Notices of Motion

There were no Notices of Motion.

#070/2018 - 7:16 p.m. - Moved by Mr. Jewell that the Board go in camera.

CARRIED 7/0

#071/2018 - 7:21 p.m. - Moved by Mr. Jewell that the Board go out of camera.

CARRIED 7/0

Information

There were no Information items.

Comment & Question Period

ATA; CUPE

No report was provided.

Community Members

Media

No report was provided.

Requests for Information

There were no requests for information.

Close of Meeting

The Chair adjourned the meeting at 7:22 p.m.

	Chair	
Date	Secretary-Treasurer	



Board Memorandum

Date:

June 27, 2018

To:

Public Board

From:

Senior Administration

Subject:

Seniors Report

Year-End

SY 2017-2018 is quickly coming to a close and planning for SY 2018-2019 is well in place. Staffing is essentially complete although our Finance and HR Departments will be monitoring student registrations very closely throughout the month of September and adjusting allocations as required.

Enrolment projections remain stable which places the division in an excellent position especially given the declining population in many rural jurisdictions throughout Alberta.

Construction of the new Four Winds School in the Town of Morinville has started and the projected completion date continues to be November 30, 2019. Alberta Infrastructure is managing this project and is in regular contact with both Aman Construction and the school division.

Design and development of the replacement school destined for Camilla is progressing very well and the completion of drawings is expected to occur, on schedule, this summer.

In addition, the final phases of the exterior refurbishment associated with the modernization of Sturgeon Composite High School is expected to be complete by the end of July 2018. The Board has directed funding towards repainting the front and west exterior walls and this work, too, will be completed during the summer months as will a number of other scheduled infrastructure maintenance and renewal projects. Although very costly, this is critical work which helps to keep our aging buildings in ongoing excellent shape.

Finally, Mrs. Mary Lynne Campbell begins in her role as Superintendent commencing on July 30, 2018.



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Committee of the Whole

Subject:

Sturgeon Composite High School Exterior Painting – Option 1

Background

At the June 13, 2018 Committee of the Whole meeting, the Board of Trustees referred the Sturgeon Composite High School Exterior Painting – Option 1 to the June Board meeting.

Attached you will find the Sturgeon Composite High School plans for exterior painting.

Recommendation

That the Board of Trustees approve the Sturgeon Composite High School plans for exterior painting – Option 1 in the amount of \$59,350.00 + GST.



WALL PAINT COLOUR 2 WALL PAINT COLOUR 3 WALL PAINT COLOUR 4 VIEW 1



VIEW 2



VIEW 3



VIEW 4

DULUX



WALL PAINT COLOUR 1 Victorian Red 98RR 12/480 Order #A0271



WALL PAINT COLOUR 2 Light Chocolat 90YR 12/480 Order #A0271



WALL PAINT COLOUR 3 Granite Grey 00NN 37/000 Order #A2005



WALL PAINT COLOUR 4 Historic Tan 30YY 50/176 Order #A0768



WALL PAINT COLOUR 5
Dark Secret
00NN 05/000
Order #A2016



WALL PAINT COLOUR BOARD

STURGEON COMPOSITE HIGH SCHOOL MODERNIZATION

STURGEON COUNTY, ALBERTA



Public Board Memorandum

Date:

June 27, 2018

To:

Public Board

From:

Michele Dick, Superintendent of Schools

Subject:

Policy D/I/6 Appeals, Board Regulation Administration 2 –

Appeals, Administrative Practice Administration 19 – Appeals

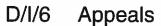
and Administration 19 - Appeals Index 1

Background:

At the June 13, 2018 Committee of the Whole meeting Trustees forwarded Policy D/I/6 Appeals and associated Board Regulation Administration 2 – Appeals to this evening's Public Board meeting. The associated Administrative Practice Administration 19 – Appeals is also attached for ease of reference.

Recommendation:

That Trustees approve Policy D/I/6 Appeals and the associated Board Regulation Administration 2 – Appeals.



D/I/6



EFFECTIVE: December 24, 2010

REVISED:

REVIEW:

1.0 **POLICY**

The Board of Trustees expects staff members to resolve issues with stakeholders in a proactive, respectful and timely manner. The Board recognizes, however, that a resolution acceptable to both parties cannot always be achieved. Further, the Board respects the right of stakeholders to appeal decisions of the administration to the Board. Therefore, upon request, the Board will hear appeals when a decision of an employee significantly affects the education of a student. In addition, the Board reserves the right to hear or not to hear appeals on other matters.

References:

Admin Practice(s):

Administration 19--Appeals

Administration 19—Appeals Index 1

Board Regulation:

Administration 2—Appeals School Act: Section: 123 & 124 Appeals to the Board

BOARD REGULATION

ADMINISTRATION 2

ADMINISTRATION 2 – Appeal

Date: December 20, 2010

Revised:

Responsible Administrator: Superintendent

1.0 Board Regulation, Administration 2-Appeals shall be administered in compliance with Policy D/I/3 and Administrative Practice 19—Appeals.

2.0 **PROCESS**

- 2.1 Stakeholders are expected to take their concerns through appropriate levels of consultation prior to making an appeal to the board. Therefore, in cases where a stakeholder does not accept a decision made by district staff and wishes to take the matter further, the individual would direct the concern to the administrator of the school or to the appropriate department manager/supervisor.
 - If further action is desired, the next step would be to the Superintendent of Schools and subsequently an appeal in writing to the Board of Trustees.
- 2.2 The Board will decide at its next meeting after receiving the request whether or not to hear the appeal.
- 2.3 If the board decides not to hear the appeal, the board will inform the stakeholder in writing of the reason(s) for the decision.
- 2.4 If the board decides to hear the appeal, the Superintendent will inform the stakeholder, in writing, of the proposed date and location for the appeal hearing. A copy of the Appeal Policy and Board Regulation will be provided at the same time.
- 2.5 The board shall address the appeal in one of two ways, by:
 - 2.5.1 The board as a Committee of the Whole
 - 2.5.2 A sub-committee of the board
- 2.6 The appeal hearing will be conducted in accordance with a pre-set agenda (Appendix 1)
- 2.7 The stakeholder making the appeal may be represented by an advocate or legal counsel, at the individual's own initiative and expense. The administration may also use an advocate or legal counsel.

References:

Board Policy(s):

Policy D/I/6 Appeals

Admin Practice(s): Administration 19 Appeals

Administration 19 Appeals Appendix 1

School Act, Section 123 & 124 Appeals to the Board

BOARD REGULATION

ADMINISTRATION 2

ADMINISTRATION 2 – Appeal

Date: December 20, 2010	Revised:	Responsible Administrator: Superintendent

2.8 The board will inform both parties of the result of the appeal, in writing, within three days of the appeal hearing. If the board upholds the administration's decision, then in the same letter, the individual will be informed of the right of appeal to the Minister under section 124 of the School Act (where applicable).

References:

Board Policy(s):

Policy D/I/6 Appeals

Admin Practice(s): Administration 19 Appeals

Administration 19 Appeals Appendix 1

School Act, Section 123 & 124 Appeals to the Board



Special Board Meeting Agenda Appeal Hearing Month 00, 0000 at 00:00 am/pm Location

- 1. Call to Order
- 2. Call for any Conflict of Interest Disclosures
- 3. Agenda Consideration and Approval
- 4. Motion to Go-in-Camera
- 5. Introduction by Superintendent
- 6. Outline of Procedure Chair
- 7. Superintendent's and/or Representative's Presentation
- 8. Trustee Questions of Superintendent and/or Representative
- 9. Applicant's and/or Representative's Presentation
- 10. Trustee Questions of Applicant and/or Representative
- 11. Recess if Desire
- 12. Superintendent's and/or Representative's Rebuttal
- 13. Applicant's and/or Representative's Rebuttal
- 14. Opportunity for Questions by Trustees
- 15. Deliberations by the Board in Closed Session
- 16. Call all Parties back to Meeting
- 17. Motion to Go-Out-of-Camera
- 18. Board Decision by Motion and Vote
- 19. Adjournment



D/I/6



EFFECTIVE: December 24, 2010

REVISED: Jan. 26, 2011

REVIEW: 2017-2018

1.0 POLICY

The Board of Trustees expects staff members to resolve issues with stakeholders in a proactive, respectful and timely manner. The Board recognizes, however, that a resolution acceptable to both parties cannot always be achieved. Further, the Board respects the right of stakeholders to appeal decisions of the administration to the Board. Therefore, upon request, the Board will hear appeals when a decision of an employee significantly affects the education of a student. In addition, the Board reserves the right to hear or not to hear appeals on other matters.

References: Admin Practice(s): Administration 19--Appeals

Administration 19—Appeals Index 1

Board Regulation: Administration 2—Appeals School Act: Section: 123 Appeals to the Board

BOARD REGULATION

ADMINISTRATION 2



ADMINISTRATION 2 – Appeal

Date: December 20, 2010 Responsible Administrator: Superintendent

1.0 Board Regulation, Administration 2—Appeals shall be administered in compliance with Policy D/I/3 and Administrative Practice 19—Appeals.

2.0 **PROCESS**

- 2.1 Stakeholders are expected to take their concerns through appropriate levels of consultation prior to making an appeal to the board. Therefore, in cases where a stakeholder does not accept a decision made by district staff and wishes to take the matter further, he/she would direct the concern to the administrator of the school or to the appropriate department manager/supervisor. If further action is desired, the next step would be the Superintendent of Schools and subsequently an appeal in writing to the Board of Trustees.
- 2.2 The Board will decide at its next meeting after receiving the request whether or not to hear the appeal.
- 2.3 If the board decides not to hear the appeal, the board will inform the stakeholder in writing of the reason(s) for the decision.
- 2.4 If the board decides to hear the appeal, the Superintendent will inform the stakeholder, in writing, of the proposed date and location for the appeal hearing. A copy of the Appeal Policy and Board Regulation will be provided at the same time.
- 2.5 The board shall address the appeal in one of two ways, by:
 - The board as a Committee of the Whole
 - 2.5.2 A sub-committee of the board
- 2.6 The appeal hearing will be conducted in accordance with a pre-set agenda (Appendix 1)
- 2.7 The stakeholder making the appeal may be represented by an advocate or legal counsel, at his or her own initiative and expense. The administration may also use an advocate or legal counsel.

References:

Board Policy(s):

Policy D/I/6 Appeals

Admin Practice(s): Administration 19 Appeals

Administration 19 Appeals Appendix 1

School Act, Section 123 Appeals to the Board

ADMINISTRATION 2 – Appeal

Date: December 20, 2010

Responsible Administrator: Superintendent

2.8 The board will inform both parties of the result of the appeal, in writing, within three days of the appeal hearing. If the board upholds the administration's decision, then in the same letter, the individual will be informed of the right of appeal to the Minister under section 124 of the School Act (where applicable).

References:

Board Policy(s):

Policy D/I/6 Appeals

Admin Practice(s): Administration 19 Appeals

Administration 19 Appeals Appendix 1

School Act, Section 123 Appeals to the Board



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Ruth Kuik, Associate Superintendent, Education Services

Subject:

Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights &

Updated Administrative Practices

Background

Attached for Trustee review is Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights. Suggested revisions are provided for Trustee consideration.

Based on advice provided by Alberta Education, Administrative Practices Education Services 23 – Equity, Diversity, Inclusion and Human Rights and Student Services 8 – Student Conduct have been updated. Administrative Practices with suggested revision are attached for Trustee information.

Recommendation

That the Board of Trustees approve Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights and receive as information amended Administrative Practices - Education Services 23 - Equity, Diversity, Inclusion and Human Rights and Student Services 8 - Student Conduct.



D/III/1 – Equity, Diversity, Inclusion and Human Rights

D/III/1

EFFECTIVE: March 23, 2016 Affirmed: March 28, 2018 REVIEW: 2021-2022

1.0 POLICY

1.1 The Board believes in the importance of, and is committed to, establishing and maintaining a welcoming, caring, respectful and safe working and learning environment that respects diversity and fosters a sense of belonging.

- 1.2 The Board believes that each student and staff member has the right to learn and work in an environment that respects: equity, diversity, inclusion, and human rights.
- 1.3 The Board believes all members of the school community share in the responsibility to recognize and respect: equity, diversity, inclusion and human rights.

Definitions:

For the purposes of this policy equity, diversity, and inclusion are defined as:

Equity: A condition or state of fair, inclusive, and

A condition or state of fair, inclusive, and respectful treatment of all people. Equity means treating people in ways that take individual differences into consideration.

Diversity:

The presence of a wide range of human qualities and attributes within a group, organization, or society. The dimensions of diversity include, but are not limited to, ancestry, culture, ethnicity, gender, gender identity, language, physical and intellectual ability, race, religion, sexual orientation, and socio-economic status.

Inclusion:

is based on the principles of acceptance and welcoming of all students. Students see themselves reflected in their studies, their physical surroundings, and the broader environment, in which all individuals are honoured and diversity is respected.

References: Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression

Policy E/I/4 - Harassment Policy Policy F/IV/4 - Student Conduct

Admin Practice ES23 - Equity, Diversity, Inclusion and Human Rights

The School Act: Section 4

Bill 10: An Act to Amend the Alberta Bill of Rights to Protect our Children

Bill 24: An Act to Support Gay Straight Alliances

Vision, Mission and Values Statement Canadian Charter of Rights and Freedoms

Alberta Human Rights Act

EDUCATION SERVICES 23



EDUCATION SERVICES 23 – Equity, Diversity, Inclusion and Human Rights

Date: March 23, 2016 Revised Date: March 5 June 8, 2018 Responsible Administrator:

Associate Superintendent Education Services

1.0 RATIONALE

The Board believes in the importance of, and is committed to, establishing and maintaining a welcoming, caring, respectful and safe working and learning environment for all students and employees.

The Board believes that each student and staff member has the right to learn and work in an environment that respects diversity and promotes equity, inclusion and human rights.

The Board believes that all members of a school community share the responsibility to foster respect for diversity and promote equity, inclusion and human rights.

2.0 PROCESS

The Superintendent or designate will be responsible for maintaining this Administrative Practice and its operation.

3.0 GUIDELINES

3.1 Definitions:

<u>Bullying</u>: repeated and hostile or demeaning behaviour by an individual in the school community where the behaviour is intended to cause harm, fear or distress to one or more individuals in the school community, including psychological harm or harm to an individual's reputation.

<u>Discrimination</u>: negative differential treatment of a person or group on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry,

References: Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights

Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression

Policy E/I/4 - Harassment Policy Policy F/IV/4 - Student Conduct

Admin Practice: SS 8 - Student Conduct

The School Act: Section 4

Bill 10: An Act to Amend the Alberta Bill of Rights to Protect our Children

Bill 24: An Act to Support Gay Straight Alliances

Vision, Mission and Values Statement Canadian Charter of Rights and Freedoms

Alberta Human Rights Act



EDUCATION SERVICES 23 – Equity, Diversity, Inclusion and Human Rights

Date: March 23, 2016 Revised Date: March 5June 8, 2018 Responsible Administrator:

Associate Superintendent Education Services

place of origin, marital status, source of income, family status, sexual orientation, gender identity or gender expression.

<u>Inclusion</u>: is based on the principles of acceptance and welcoming of all students. Students see themselves reflected in their studies, their physical surroundings, and the broader environment, in which all individuals are honoured and diversity is respected.

<u>Intimidation</u>: intentional behaviour which knowingly or should be reasonably known to cause fear of injury or harm.

School Community: students enrolled in the school and their parents/guardians; children enrolled in an Early Childhood Services program at the school and their parents/guardians; the school staff; and other persons who have an interest in the school.

3.2 Principals shall:

- 3.2.1 ensure all staff members share responsibility for proactively creating and maintaining welcoming, caring, respectful, safe and inclusive learning environments that acknowledge and promote understanding, respect and the recognition of the diversity, equity, inclusion and human rights of all students and families within the school community;
- 3.2.2 ensure all members of the school community are aware of the expectation to model respectful conduct, inclusive behaviour and an understanding and appreciation for diversity, equity and human rights;
- 3.2.3 provide equity of opportunity, and access to programs, services, and resources to support all students in realizing their full potential;

References: Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights

Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression

Policy E/I/4 - Harassment Policy Policy F/IV/4 - Student Conduct

Admin Practice: SS 8 - Student Conduct

The School Act: Section 4

Bill 10: An Act to Amend the Alberta Bill of Rights to Protect our Children

Bill 24: An Act to Support Gay Straight Alliances

Vision, Mission and Values Statement Canadian Charter of Rights and Freedoms

Alberta Human Rights Act



EDUCATION SERVICES 23 – Equity, Diversity, Inclusion and Human Rights

Date: March 23, 2016 Revised Date: March 5June 8, 2018 Responsible Administrator:

Associate Superintendent Education Services

- 3.2.4 immediately grant permission for the establishment of a student organization or the holding of an activity at the school;
- 3.2.5 within a reasonable time from the date the principal receives the request, designate a staff member to serve as a staff liaison;
- 3.2.6 inform students of their right to name a student organization a select a respectful and inclusive name for the organization or activity, including the name Gay Straight Alliance! or Queer Straight Alliance, after consulting with the principal;
- 3.2.7 be responsible for ensuring that any notification of a student organization or activity is limited to the fact of the establishment of the organization or holding of the activity;
- 3.2.8 immediately inform the Associate Superintendent of Education Services if no staff member is available to serve as a staff liaison;
 - 3.2.8.1 The Superintendent shall communicate with the Minister should a staff member not be available to serve as a staff liaison.
- 3.2. 9 receive, investigate, report on and respond to inappropriate behaviour and actions, such as discrimination, intimidation or bullying, whether they occur in person or in digital form, on or off school property;
- 3.2.10 create a clear reporting and investigative process and a safe environment for students, parents/guardians, staff and members of the school community to bring concerns forward in a timely manner;

References: Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights

Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression

Policy E/I/4 - Harassment Policy Policy F/IV/4 - Student Conduct

Admin Practice: SS 8 - Student Conduct

The School Act: Section 4

Bill 10: An Act to Amend the Alberta Bill of Rights to Protect our Children

Bill 24: An Act to Support Gay Straight Alliances

Vision, Mission and Values Statement Canadian Charter of Rights and Freedoms

Alberta Human Rights Act



EDUCATION SERVICES 23 – Equity, Diversity, Inclusion and Human Rights

Date: March 23, 2016 Revised Date: March 5June 8, 2018 Responsible Administrator:

Associate Superintendent Education Services

- 3.2.11 provide information about these processes, including, if appropriate, supports and strategies to resolve complaints;
- 3.2.12 establish and maintain a written student code of conduct;
- 3.2.13 hold everyone under their authority accountable for their behaviour and actions such as discrimination, intimidation or bullying; and work with staff, students and families to provide supports and resolve issues and concerns in a timely fashion.

3.3 Teachers shall:

- 3.3.1 help all students work to their full potential and develop their sense of self-worth;
- assist students to be empathetic leaders in their classroom, school and community by building positive social, leadership and resiliency skills;
- 3.3.3 maintain standards of behaviour for all students to contribute to a positive school climate;
- 3.3.4 communicate regularly and meaningfully with parents/guardians and report incidents of discrimination, intimidation and bullying, to administration and assist administration when conducting an investigation into such incidents.
- 3.4 Students and families play an important role in creating and maintaining welcoming, caring, respectful, safe and inclusive learning environments.

References: Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights

Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression

Policy E/I/4 - Harassment Policy Policy F/IV/4 - Student Conduct

Admin Practice: SS 8 - Student Conduct

The School Act: Section 4

Bill 10: An Act to Amend the Alberta Bill of Rights to Protect our Children

Bill 24: An Act to Support Gay Straight Alliances

Vision, Mission and Values Statement Canadian Charter of Rights and Freedoms

Alberta Human Rights Act

EDUCATION SERVICES 23

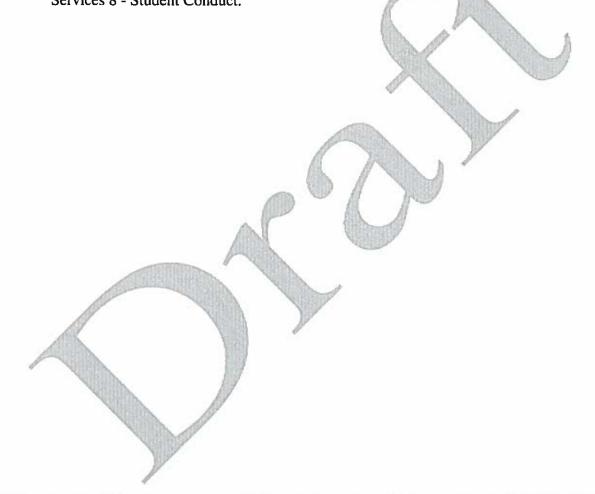


EDUCATION SERVICES 23 – Equity, Diversity, Inclusion and Human Rights

Date: March 23, 2016 Revised Date: March 5 June 8, 2018 Responsible Administrator:

Associate Superintendent Education Services

3.5 Students, parents and guardians have the responsibility to meet the expectations as outlined in Policy F/IV/7 - Student Conduct and Administrative Practice Student Services 8 - Student Conduct.



References: Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights

Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression

Policy E/I/4 - Harassment Policy Policy F/IV/4 - Student Conduct

Admin Practice: SS 8 - Student Conduct

The School Act: Section 4

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STUDENT SERVICES 8 - Student Conduct

Date: Jan. 12, 2010 Revised: March 5, 2018 June 13, 2018

Responsible Administrator:

Associate Superintendent Education Services

1.0 RATIONALE

The Board recognizes its responsibility to maintain a welcoming, caring, respectful and safe learning and working environment in the schools.

2.0 PROCESS

The Associate Superintendent, Education Services shall be responsible for administering this Administrative Practice.

3.0 GUIDELINES

- 3.1 Principals shall develop a written School Code of Student Conduct consistent with Board Policies F/IV/4 Student Conduct and F/IV/2 Illicit, Prohibited and Restricted Substances and in consultation with students, parents/guardians, the school council and staff.
- 3.2 Principals shall make copies of the School Code of Student Conduct available to students, parents/guardians and staff, on the school's website and in print if requested.
- 3.3 Schools shall review the School Code of Student Conduct with students at regular intervals.
- 3.4 A school code of student conduct shall include:
 - 3.4.1 expectations for student behavior;
 - 3.4.2 a range of specific corrective measures that will be taken when students are found responsible for unacceptable behaviour;
 - 3.4.3 provisions regarding safety and security offenses;
 - 3.4.4 any other matter which the principal deems necessary.

References:

Policy: B/l/3 - Committees of the Board (B/l/3b Discipline Committee)

Policy F/IV/2 –Illicit, Prohibited and Restricted Substances Policy F/IV/3 – Student Suspensions and Expulsions

Policy F/IV/4 - Student Conduct

Board Regulation: Education 2 – Student Suspensions and Expulsions

School Act: Sections 12, 18, 20, 24, 25

Bill 24: An Act to Support Gay Straight Alliances Freedom of Information and Protection of Privacy Act

Alberta Human Rights Act



STUDENT SERVICES 8 - Student Conduct

Date: Jan. 12, 2010 Revised: March-5, 2018 June 13, 2018 Responsible Administrator:

Associate Superintendent Education Services

- 3.5 Students will be held responsible and accountable to Sturgeon Public School Division and its agents for their-unacceptable behaviour and conduct whether or not it occurs within the school building, during the school day or by electronic means.
 - 3.5.1 Beyond school hours students will be held responsible for unacceptable behaviour if that behaviour has a connection back to the school and has a demonstrated detrimental impact on the welfare of other students or staff.
 - 3.5.1 during involvement in school sponsored or related activities:
 - 3.5.2—on-school board property;
 - 3.5.3 during-any-recess-or-lunch-periods;
 - 3.5.4 on division leased, sanctioned or owned vehicles used for the transportation of students to and from school and school activities:
 - 3.5.5 beyond the hours of sohool operation if that behaviour or conduct has a connection back to the school and a demonstrated detrimental impact on the welfare of individual students.
- 3.6 Students and their parents/guardians, when applicable, are accountable for:
 - 3.6.1 school attendance and punctuality;
 - 3.6.2 student work habits including completion of assignments and homework;
 - 3.6.3 proper use of textbooks, equipment, and property of theirs, others and the school;
 - 3.6.4 treating others with dignity and respect;
 - 3.6.5 full cooperation with school authority and personnel authorized to provide educational programs and other services throughout the school day and during all

References:

Policy: B/l/3 - Committees of the Board (B/l/3b Discipline Committee)

Policy F/IV/2 –Illicit, Prohibited and Restricted Substances Policy F/IV/3 – Student Suspensions and Expulsions

Policy F/IV/4 - Student Conduct

Board Regulation: Education 2 – Student Suspensions and Expulsions

School Act: Sections 12, 18, 20, 24, 25

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Alberta Human Rights Act



STUDENT SERVICES 8 – Student Conduct

Date: Jan. 12, 2010 Revised: March 5, 2018 June 13, 2018 Responsible Administrator: Associate Superintendent Education Services

> school sponsored activities and beyond the hours of school operation if that behavior or conduct has a connection back to the school and a demonstrated detrimental impact on the welfare of individual students.

- 3.7 Consequences including intervention, suspension and/or recommendation for expulsion. from school or bus, depending on individual circumstances, may be imposed when a student fails to meet the expectations for student conduct articulated in the School Code of Conduct and/or School Act (Suspensions 24: 1(a) or (b). Some examples of unacceptable behaviours include but are not limited to:
 - conduct which verbally, physically or emotionally threatens the safety of students or staff:
 - 3.7.2 conduct which demonstrates disrespect for ethnic, racial, religious and sexual diversity
 - possession of a weapon, or anything used, or intended for use in causing injury to any person, or for the purposes of threatening or intimidating any person;
 - 3.7.4 assault:
 - 3.7.5 possession, distribution and/or use of illicit, prohibited or restricted substances in school or on school property;
 - 3.7.6 willful damage to school or other's property;
 - 3.7.7 discrimination or harassment;
 - 3.7.8 participating in or contributing to cyber bullying;
 - 3.7.9 participating in, or contributing to froshing or hazing activities;
 - 3.7.10 extortion;

Policy: B/I/3 - Committees of the Board (B/I/3b Discipline Committee) References:

> Policy F/IV/2 -Illicit, Prohibited and Restricted Substances Policy F/IV/3 - Student Suspensions and Expulsions

Policy F/IV/4 - Student Conduct

Board Regulation: Education 2 - Student Suspensions and Expulsions

School Act: Sections 12, 18, 20, 24, 25

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STUDENT SERVICES 8 – Student Conduct

Date: Jan. 12, 2010 Revised: March 5, 2018 June 13, 2018 Responsible Administrator:

Associate Superintendent Education Services

- 3.7.11 disruptive behaviour, willful disobedience or defiance of authority;
- 3.7.12 interference with the orderly conduct of classes and school activities;
- 3.7.13 tampering with items such as fire alarms, or safety equipment;
- 3.7.14 criminal activity;
- 3.7.15 bystander encouragement or involvement in instigating or escalating aggressive behaviour (e.g. taunting, fighting).
- 3.8 When disciplining a student, a teacher or principal will consider:
 - 3.8.1 whether the student has failed to comply with the School Act, Division Code of Conduct or with the School Code of Student Conduct;
 - 3.8.2 the effect of the student's behaviour upon other students, the staff, the school and the community;
 - 3.8.3 the nature of the action or incident that calls for disciplinary measures;
 - 3.8.4 informing and/or consulting with the student's parents/guardians when it is warranted;
 - 3.8.5 the student's previous conduct;
 - 3.8.6 the student's unique circumstances (age, maturity, extenuating circumstances);
 - 3.8.7 the impact of proposed action on the student's future behaviour;
 - 3.8.8 any other information the teacher or principal considers appropriate or relevant;
 - 3.8.9 whether the student's conduct is injurious to the physical or mental well being of others in the school.

References:

Policy: B/I/3 - Committees of the Board (B/I/3b Discipline Committee)

Policy F/IV/2 -Illicit, Prohibited and Restricted Substances

Policy F/IV/3 – Student Suspensions and Expulsions

Policy F/IV/4 - Student Conduct

Board Regulation: Education 2 – Student Suspensions and Expulsions

School Act: Sections 12, 18, 20, 24, 25

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STUDENT SERVICES 8 - Student Conduct

Date: Jan. 12, 2010 Revised: March-5, 2018 June 13, 2018 Responsible Administrator:

Associate Superintendent Education Services

- 3.9 Dependent on the resources that are available, the principal shall arrange for support, if needed, for students who may be impacted by inappropriate behaviour, as well as for students who engage in inappropriate behaviour.
- 3.10 Each teacher or principal will ensure that appropriate documentation procedures are employed to record disciplinary actions.
- 3.11 As per Section 20 (f) of the School Act, the principal or designate has the responsibility for and the authority to establish and maintain appropriate procedures conducive to an acceptable standard of student discipline.



References: Policy: B/I/3 – Committees of the Board (B/I/3b Discipline Committee)

Policy F/IV/2 –Illicit, Prohibited and Restricted Substances Policy F/IV/3 – Student Suspensions and Expulsions

Policy F/IV/4 - Student Conduct

Board Regulation: Education 2 - Student Suspensions and Expulsions

School Act: Sections 12, 18, 20, 24, 25

Bill 24: An Act to Support Gay Straight Alliances Freedom of Information and Protection of Privacy Act

Alberta Human Rights Act



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Committee of the Whole

Subject:

Locally Developed Courses Approval -

Psychology – Abnormal 35 (3 credits) acquired from

Pembina Hills Regional Division No. 7

Background

At the June 13, 2018 Committee of the Whole meeting Trustees reviewed the locally developed course Psychology – Abnormal 35 (3 credits) acquired from Pembina Hills Regional Division No. 7 and forwarded it to this evening's Public Board meeting. Through Alberta Education's Locally Developed Courses Online Management System, Sturgeon School Division No. 24 has received both originating Board and Alberta Education pre-approval for teaching the above noted courses. The next step in this process is to receive Board Approval for this authorization.

The course description for the above noted Locally Developed Course is attached for Trustee information.

Recommendation

That the Board of Trustees approve the locally developed course Psychology – Abnormal 35 (3 credits) acquired from Pembina Hills Regional Division No. 7 to be authorized as a course of study within Sturgeon School Division No. 24 from September 1, 2018 to August 31, 2020.

LOCALLY DEVELOPED COURSE OUTLINE

Psychology – Abnormal 35-3

Submitted By:

Sturgeon School Division No. 24

Submitted On:

May 4, 2018

Course Basic Information

 Outline
 Hours
 Start Date
 End Date
 Development Type
 Proposal Type
 Grades

 35-3
 62.50
 09/01/2018
 08/31/2022
 Acquired
 Authorization
 G12

Acknowledgement

Sturgeon School Division No. 24 extends their thanks to Pembina Hills Regional Division No. 7 for their permission to acquire the above noted course outline. Copyright privileges will be honored.

Course Description

Psychology - Abnormal 35 provides students with an overview of normal and abnormal behaviour within the conditions that affect individuals in our society. Students learn about perspectives of abnormality, causal factors, types of disorders, as well as assessment methods, prevention, and treatment.

Sensitive & Controversial Issues

Several mental illnesses result from abuse and trauma. Other mental illnesses result in behaviours that fall far outside the realm of what society considers ordinary or acceptable. Information presented in this course is meant solely for educational purposes and should be presented in a non-offensive manner. Validation and acceptance of those who are experiencing mental health issues is one of the main reasons this course was created. Psychology - Abnormal 35 should not trigger or exacerbate any mental health issues. Should an issue arise, teachers are recommended to share their concerns with appropriate provincial mental-health support services.

Course Prerequisites

Personal Psychology 20 or General Psychology 20

Sequence Introduction (formerly: Philosophy)

The social sciences are an important component of a well-rounded education that enables students to broaden their knowledge, acquire transferable skills, and develop the values and attitudes advantageous to living in a global society. Students with social science literacy skills will gain an increased understanding of human interaction and, by studying Psychology - Abnormal 35 specifically, can demonstrate empathy and compassion for those experiencing mental illness. This course highlights the facts that mental illness is not a character defect and that mental illness can affect anyone of any culture, age, or gender identity. The Psychology - Abnormal 35 curriculum encourages thinking and exploration in the areas of self-understanding, diversity, and one's relations with others; students reflect on who they are and who they may become.

Student Need (formerly: Rationale)

Psychology is one of the many fields of study that provides a frame of reference for students to understand themselves, others, and social relationships. Addressing issues in psychology assists students in understanding, interpreting, and participating in society with increasing insight and skill. Students will benefit from developing skills that help them become engaged thinkers as they explore why people act in certain ways under given circumstances. Students, as ethical citizens who strive to improve the human condition, will learn to better understand human behaviour, the relationship between human behaviour and problems and issues in society, as well as think critically about solutions that may improve and maintain the mental health of Albertans.

Learning Outcomes (formerly: Specific Outcomes)

1. Students will analyze the historical emergence of abnormal psychology as a concept and as an area of clinical practice 1.1 evaluate how abnormal behaviour was viewed and treated in the past 1.2 analyze the contributions of various historical figures to our current understanding of mental illness and treatment 1.3 demonstrate an understanding of the North American classification system for mental disorders (DSM) 1.4 assess the relevance of clinical interviews and testing 2 Students will conclude that assessing behaviour as normal or abnormal can be complex and depends on the interpretation and interaction of many factors 2.1 differentiate among the major perspectives of psychologists 2.2 compare and contrast several standpoints regarding the definition of abnormal 2.3 apply the course definition of abnormal behaviour to real-life situations 2.4 analyze issues in the assessment and diagnosis of mental disorders 3 Students will explore that attitudes, values, focus/attention, and prior experiences affect perception 3.1 assess how stereotypes influence perception and analyze the consequences of (benefits of limitations) making judgments based on stereotypes 3.2 evaluate the effects of stereotyping and labelling on mental health 3.3 critique the current stereotypes of mental illness X		
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mental health	analyze the consequences of (benefits of limitations) making	х
3.3 critique the current stereotypes of mental illness X	· · · · · ·	х
	3.3 critique the current stereotypes of mental illness	х

4 Students will examine the complex nature of mental illness and evaluate several theories regarding the causes of	35-3
3.6 analyze the enduring attitudes of critical thinkers and develop a willingness to change an opinion in light of new information	Х
3.5 compare common mistakes in logic including the influence of bias and prejudice on logic	X
3.4 describe the consequences associated with a self-fulfilling prophecy	Х

4 Students will examine the complex nature of mental illness and evaluate several theories regarding the causes of abnormal behaviour	35-3
4.1 describe and defend how predisposition, biological factors, and the brain interact to cause abnormal behavior	х
4.2 assess the influence of environment on the behaviour of genetically identical siblings separated at birth and/or raised together while being treated differently	х
4.3 defend how psychosocial factors affect behavior	X
4.4 differentiate among the ways different cultures view abnormality	х
4.5 assess and describe how sociocultural factors affect mental health	х
4.6 justify the benefits of examining multiple perspectives when assessing information	х
4.7 articulate an informed position on the relative influence of genetics and the environment on human behaviour	х

5 Students will investigate relationships among deprivation, various central nervous system impairments, and abnormal behaviour patterns	35-3
5.1 investigate the effects of physical deprivation on mental health and development including hospitalization syndrome in infants/orphans	x
5.2 analyze the importance of nutrition on mental health	х
5.3 assess the role of sleep in mental health and evaluate their sleep hygiene	x

5.4 determine the genetic syndrome a person has from evaluating his or her karyotype	X
5.5 analyze the effect of constitutional liabilities on behavior	X
5.6 apply the Johari window and apply it to different scenarios	x
5.7 critique the health implications of bullying	x

6 Students will understand the complex the nature and symptomology of various disorders including those that involve some violation of legal and/or social standards including alcohol and drug abuse patterns, impulse control, and violence	35-3
6.1 o identify and describe the general symptoms of clinical disorders cognitive disorders intellectual developmental disorder personality disorders	х
6.2 o compare and contrast the possible causes of clinical disorders cognitive disorders intellectual developmental disorder personality disorders	х
6.3 summarize the possible causes of Tourette syndrome, autism, and attention deficit hyperactivity disorder	х
6.4 outline how dissociative disorders develop	x
6.5 investigate the multifaceted sensory nature of synesthesia	х
6.6 compare and contrast disorders that develop in childhood, adolescence, and adulthood	X
6.7 assess the interaction of mind-altering substances to changes in behaviour	х

7 Students will appreciate how confounding factors affect information analysis and correlation	35-3
7.1 differentiate between correlation and causation	X
7.2 interpret statistical data to determine if relationship is positive or negative (inverse or direct)	x
7.3 identify confounding factors in statistical relationships	x
7.4 describe the concept of perceptual blindness as it relates to focus and the interpretation of information/data	х

7.5 analyze the different types of reflability and validity		
		- 4
8 Students will understand that treatment options for mental health issues are varied and should be carefully tailored to the specific illness and person	35-3	
8.1 conclude that one medication that works on one subgroup of individuals may not work on another subgroup	x	

mental health issues are varied and should be carefully tailored to the specific illness and person	
8.1 conclude that one medication that works on one subgroup of individuals may not work on another subgroup	x
8.2 identify potential side-effects of medications on the brain and behavior	X
8.3 compare and contrast the various treatment methods	x

9 Students will evaluate the prevalence of mental illness in Alberta as well as assess economic, legal, and ethical considerations associated with mental illness	35-3
9.1 investigate the prevalence of various mental illnesses in Alberta	Х
9.2 analyze the consequences of untreated mental illness in Alberta	х
9.3 critique Alberta's sterilization history	X

Facilities or Equipment

Facility

No unique facilities are required for this course.

Equipment

No unique equipment is required for this course.



Board Memorandum

Date:

June 27, 2018

To:

Public Board

From:

Michele Dick, Superintendent of Schools

Subject:

2018-2019 Educational Services Agreement – Alexander First

Nation

Background:

Attached for Trustee review is a copy of the proposed Educational Services Agreement between Sturgeon Public School Division and the Alexander Education Authority, which Trustees directed to this evening's meeting after discussion at the June 13th Committee of the Whole meeting.

Recommendation:

That Trustees approve the attached Educational Services Agreement between Sturgeon Public School Division and the Alexander Education Authority.

DATED	this	day of	, A.D. 20

BETWEEN:

ALEXANDER FIRST NATION

(hereinafter called "the Board")

OF THE FIRST PART

- and

THE BOARD OF TRUSTEES OF THE STURGEON SCHOOL DIVISION NO. 24

in the Province of Alberta

(hereinafter called "the Division")

OF THE SECOND PART

EDUCATION SERVICES AGREEMENT

EDUCATION SERVICES AGREEMENT

DATED this	day of	, A.D. 20
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BETWEEN:

ALEXANDER FIRST NATION

(hereinafter called "the Board")

OF THE FIRST PART

and -

STURGEON SCHOOL DIVISION NO. 24

(hereinafter called "the Division")

OF THE SECOND PART

WHEREAS: the Chief and Council are the duly elected representatives to govern for and on behalf of the Elders, Peoples, and Children of the Alexander First Nation, also known as the Board; and

WHEREAS: the Chief and Council hold the right to make decisions respecting education by the political and legal structures empowered to them by the Elders, Peoples, and Children of the Alexander First Nation; and

WHEREAS: the Chief and Council of the Alexander First Nation acknowledge the ongoing political discussions between the governments of Canada and Alberta relative to enhancing First Nation Education programs and services in a manner that is respectful of the spirit and intent of Treaty No. 6; and

WHEREAS: the Chief and Council agree to enter into an Education Services bilateral agreement with the Sturgeon School Division to provide education program and services for students from the Alexander First Nation; and

WHEREAS: the Chief and Council acknowledge that this Education Services Agreement may be reviewed by the parties if, and when, political discussions on First Nations Education with the governments of Canada and Alberta achieve positive results for the benefit of the Alexander student.

AND WHEREAS the Board has requested the Division to provide education programs for students from Alexander First Nation;

AND WHEREAS the Division has agreed to provide education programs for students from Alexander First Nation and to accept the enrolment of students approved by the Division and the Boards at Camilla School, and at Sturgeon Composite High School, if programs and necessary resources already exist;

AND WHEREAS the Division has also agreed to provide education programs for students from Alexander First Nation at other schools within the Division only if programs and necessary resources already exist and only with the approval of the Division and the Board;

NOW THIS AGREEMENT WITNESSETH that the parties agree each with the other as follows:

1.0 EDUCATION SERVICES

- 1.1 The Division agrees to provide to students from Alexander First Nation, the same quality of educational opportunity and instruction including access to counseling and other support services as it provides to other students enrolled in the Division.
 - 1.1.1 In addition, the parties by separate agreement may implement additional programs for students from Alexander First Nation.
- 1.2 In the case of students from Alexander First Nation requiring special education program services, the Division reserves the right to determine if and where it can provide such services in accordance with the Division's policy or alternatively advise the Board that such services cannot be provided in which case the student may not be enrolled in a Division school.
 - 1.2.1 Prior to the placement of any special needs student from Alexander First Nation, the Division's Director, Learning Support will meet with the Board's Director of Education to review the proposed placement and to determine the costs that the Division shall recover from the Board.

- 1.2.2 Any such placement shall be subject to annual review no later than May 31st of the current school year.
- 1.3 Students from Alexander First Nation will be eligible to receive services from the Morinville Learning Centre with the approval of the Board's Director of Education and the Division's Director, Learning Support.

2.0 CLASSROOM ACCOMMODATION

- 2.1 The Division agrees to provide classroom accommodation.
 - 2.1.1 enrolment spaces will be determined as per Schedule 1 attached to and forming part of this agreement.
 - 2.1.2 Schedule 1 shall be subject to annual review no later than May 31st of the current school year.
- 2.2 The Division agrees that the Board will not be responsible for any of the capital costs of providing for or upgrading classroom accommodation.

3.0 ENROLMENT INFORMATION

- 3.1 The Board agrees to provide the Division on or before the 1st day of May in each school year with a list of students (including students with special needs) from Alexander First Nation requesting to attend schools of the Division in the following school year, subject to Division review and approval.
 - 3.1.1 The Board agrees to confirm with the Division by the 15th of September, the actual number of students.
- 3.2 The Division agrees to provide the Board with a listing of all their students enrolled in the Division's schools at September 30th of each school year:
 - 3.2.1 This information will be provided to the Board by the 21st of October of each school year.
- 3.3 Grade 1 9 students who do not maintain a minimum 80% attendance record may be withdrawn from Sturgeon School Division Schools at the end of the school year.

3.4 Grade 10 – 12 students who do not maintain a minimum 80% attendance record shall be withdrawn from Sturgeon School Division Schools at the end of the current semester.

4.0 ACCOUNTABILITY AND REPORTING ARRANGEMENTS

- 4.1 The Division agrees to provide Alexander First Nation with a consolidated report per school, by November 30th of each school year, of the students **covered under this Agreement** attending Camilla and Sturgeon Composite High School. It will entail the following information:
 - 4.1.1 The average retention rate and attendance rate per school for students covered under this Agreement;
 - 4.1.2 Overall average percentage of students covered under this Agreement, by school, in Grade 6 & 9, who have achieved acceptable standard on the Language Arts and Math Provincial Achievement Test;
 - 4.1.3 Overall average percentage of students covered under this Agreement, by school, in Grade 6 & 9 who have achieved standard of excellence in Provincial Achievement Test;
 - 4.1.4 Overall average percentage of students covered under this Agreement, by school, who achieved the acceptable standard on Diploma examinations;
 - 4.1.5 Graduation rate of students attending SCHS;
 - 4.1.6 A consolidated special education programming report, per school, for students covered under this Agreement. This report will include information regarding the number of students receiving any special education programming and/or additional educational supports and a general comment outlining the associated programming and/or support details. Specific student information that could identify the individual will not be included but general comments and general strategies to improve results regarding STUDENT A, STUDENT B etc. will be provided in those cases where additional supports are required.

5.0 BASIC EDUCATION FEE AND PAYMENT ARRANGEMENTS

- 5.1 The Board agrees to pay to the Division an education fee of \$XXXXX/year for each of its students enrolled in the Division's schools.
- In addition the Board agrees to pay the Division the cost of special education program services provided to its students as per clause 1.2.1.

6.0 LEARNING RESOURCE MATERIALS

6.1 The Division agrees to provide requisite learning resource materials to students from Alexander First Nation and the Board agrees to reimburse the Division Instructional Material Fees and mandatory curriculum related school fees established according to Division policy and practice.

7.0 TRANSPORTATION

7.1 The Board accepts responsibility for providing transportation for its students, at no cost to the Division, to and from schools operated by the Division.

8.0 BAND/DIVISION LIAISON

- 8.1 The Board agrees to the establishment of a committee comprising the Chairman of the Alexander School Board or designate, the Director of Education and one other representative from the Board, the Chairman of the Board of Trustees or designate, and the Superintendent and Secretary-Treasurer from the Division, or designates.
 - 8.1.1 This committee will meet to review any issues or mutual concerns arising from this agreement and to develop any recommendations to be taken to the Board and to the Division for consideration by May 1st of each school year.
- 8.2 Alexander First Nation Education representatives and the Director, Learning Support of Sturgeon School Division shall meet with school administration twice yearly to review status and progress of Alexander First Nation Students.
- 8.3 The Division agrees to provide available meeting space in its schools for use by a worker employed by Alexander First Nation.

- 8.4 The Alexander First Nation Education Representative would assist and work with school staff on issues and opportunities affecting students from Alexander First Nation including but not limited to:
 - 8.4.1 Personal and career development
 - 8.4.2 Board and Division policy
 - 8.4.3 Cultural activities
 - 8.4.4 Language Studies
 - 8.4.5 Participation by Alexander School in Sturgeon sporting activities and leagues
 - 8.4.6 Providing people and other resources to contribute to programs in schools

9.0 GENERAL PROVISION

9.1 Nothing in this agreement shall confer upon the Board any right of formal classroom visitation, supervision over the curriculum administration, teaching personnel, the methods and materials of instructional management generally of the Division's schools; however the Board or any person authorized by the Board shall have the right to visit from time to time those schools where students from Alexander First Nation are enrolled provided such a visit is made with the knowledge and agreement of the Division as represented by its Superintendent of Schools or designate.

10.0 TERM OF THE AGREEMENT

- 10.1 This agreement shall come into force on the 1st day of July 2018 terminating on the 30th day of June 2021 and shall replace all previous agreements for education services for students from Alexander First Nation.
- 10.2 This agreement may be terminated by either party by giving written notice by January 31st of any year and the effective date of such termination shall be June 30th of that year unless otherwise provided for by mutual agreement.

11.0 AMENDMENTS

11.1 This agreement may be amended from time to time as agreed upon by the parties.

12.0 NOTIFICATION

12.1 The parties to this agreement agree that any notification required by this agreement shall be in writing and shall be sent to

the Board

Director of Education Alexander First Nation Box 3449 Morinville, AB T8R 1S3

the Division

Secretary-Treasurer Sturgeon School Division No. 24 9820 - 104 Street Morinville, AB T8R 1L8

or to such other persons as shall be designated by either party in writing.

IN WITNESSETH THEREFORE this agreement is executed on behalf of the Board and the Division on the _____ day of _____ 20__.

Sturgeon School	Division No. 24
Chairman	Secretary Treasurer

Alexander Fir	st Nation
Chairman	Chief

SCHEDULE 1

CLASSROOM ACCOMMODATION

This Schedule is attached to and forms part of the agreement dated the _____day of _____ 20__ between the Alexander First Nation and the Sturgeon School Division No. 24.

- 1. The Division agrees to provide classroom accommodation subject to the availability of programs and resources and as approved by the Board and by the Division, as hereunder
 - 1.1 at Camilla School for up to fifty (50) student spaces with no more than the Division average of students requiring mild/moderate supports,
 - 1.2 at Sturgeon Composite High School for up to fifteen (15) student spaces with no more than the Division average of students requiring mild/moderate supports,
 - 1.3 at the Morinville Learning Centre, only with prior approval of the Board.
 - 1.4 Students deemed as "Severe" will be served under an individual Tuition Agreement.

Schedule 1

SCHEDULE 2

EDUCATION FEE AND PAYMENT ARRANGEMENTS

This Sched	ule is a	attached to	o and	d forms part	t of th	e agreer	nent	date	d the	day of
	20	between	the	Alexander	First	Nation	and	the	Sturgeon	School
Division No	o. 24.								•	

- 1. The Board shall pay to the Division:
 - 1.1 an education fee for each student at a rate of \$XXXXX/year.
 - 1.1.1 If a high school student has registered for the first semester and does not register for the second semester, the education fee for the second semester will be waived.
 - 1.1.2 If a high school student has registered for either the first or the second semester and withdraws before the end of the semester, the education fee will not be refunded for the remainder of the semester that the student was registered in.
- 2. The Division agrees to advise the Board no later than May 1st of each school year, of the amount of the education fees for the subsequent school year.
- 3. The education fee the Board will pay to the Division shall be determined by multiplying the enrolment count as at September 30th of each school year by the education fee as outlined in clause 4.1 of this agreement.
- 4. Payment of the education fees shall be made in ten (10) equal monthly installments no later than the last day of each month of the school year, being September to June inclusive. Each monthly payment shall represent 1/10th of the annual amount owing by the Board for that school year. The Board agrees to ensure that all payments due and owing to the Division shall be kept current.
- 5. Any education fees that remain outstanding at the last day of each month shall be subject to a monthly interest charge based on the Division's banker's prime rate plus 2.00%.

Schedule 2 Page 1



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Iva Paulik, Secretary Treasurer

Subject:

2018 – 2019 Educational Services Agreement – Language Immersion –

Sturgeon Public School Division Transported Students

Elk Island Public Schools

Background

At the June 13, 2018 Committee of the Whole meeting, the Board of Trustees referred the Educational Services Agreement – Language Immersion – Sturgeon Public School Division Transported Students to the June Board meeting.

Attached you will find a draft Educational Services Agreement for the 2018 - 2019 school year for Elk Island Public Schools.

Recommendation

That the Board of Trustees approve the Educational Services Agreement – Language Immersion – Sturgeon Public School Division Transported Students with Elk Island Public Schools for the 2018 – 2019 school year.

Language Immersion Education Agreement

Sturgeon School Division No. 24 agrees to enter into this Education Agreement with Elk Island Public Schools for the 2018 – 2019 school year.

This agreement is based on the following provisions:

- 1. The Board of Trustees of Sturgeon School Division No. 24 directs our students, listed herein on Schedule A, to the French Immersion program in Elk Island Public Schools.
- 2. Sturgeon School Division No. 24 will submit and be the recipient of the Alberta Education Transportation funds. Elk Island Public Schools will register and be the recipient of the Alberta Education Instructional funds.

Signed:					
Sturgeon	School Division	No. 24			
Per:	Board Chair	A	G =	Secretary-Treasure	r
Date:		7	7		
Elk Island	d Public Schools				
Per:			_	<u>.</u>	
Date:					

SCHEDULE A 2018-2019 School Year

The following s School Division	tudents are t No. 24 agree	ransported by parent is to provide the pare	is to their resp int with transp	The following students are transported by parents to their respective schools. Sturgeon School Division No. 24 agrees to provide the parent with transportation funding based on
NAME	GRADE	GRADE ADDRESS	SCHOOL	JURISDICTION
Student 'A'	6	Sturgeon County	Ardrossan	Ardrossan Elk Island Public Schools
Student 'B'	11	Sturgeon County	Ardrossan	Ardrossan Elk Island Public Schools
Student 'C'	œ	Sturgeon County	Ardrossan	Ardrossan Elk Island Public Schools
Student 'D'	10	Sturgeon County	Ardrossan	Ardrossan Elk Island Public Schools
Student 'E'	9	Sturgeon County	Ecole Park	Ecole Park Elk Island Public Schools
Student 'F'	5	Sturgeon County	Ecole Park	Ecole Park Elk Island Public Schools
Student 'G'	4	Sturgeon County	Ecole Park	Ecole Park Elk Island Public Schools
Student 'H'	4	Sturgeon County	Ecole Park	Ecole Park Elk Island Public Schools

Print date May 23, 2018



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Iva Paulik, Secretary Treasurer

Subject:

2018 – 2019 Educational Services Agreement – Language Immersion –

Sturgeon Public School Division Transported Students

Greater St. Albert Catholic Schools

Background

At the June 13, 2018 Committee of the Whole meeting, the Board of Trustees referred the Educational Services Agreement – Language Immersion – Sturgeon Public School Division Transported Students to the June Board meeting.

Attached you will find a draft Educational Services Agreement for the 2018 – 2019 school year for Greater St. Albert Catholic Schools.

Recommendation

That the Board of Trustees approve the Educational Services Agreement – Language Immersion – Sturgeon Public School Division Transported Students with Greater St. Albert Catholic Schools for the 2018 – 2019 school year.

Language Immersion Education Agreement

Sturgeon School Division No. 24 agrees to enter into this Education Agreement with Greater St. Albert Catholic Schools for the 2018 – 2019 school year.

This agreement is based on the following provisions:

- 1. The Board of Trustees of Sturgeon School Division No. 24 directs our students, listed herein on Schedule A, to the French Immersion program in Greater St. Albert Catholic Schools.
- 2. Sturgeon School Division No. 24 will submit and be the recipient of the Alberta Education Transportation funds. Greater St. Albert Catholic Schools will register and be the recipient of the Alberta Education Instructional funds.

Signed	d:	
Sturge	eon School Division No. 24	
Per:	Board Chair	Secretary-Treasurer
Date:		
Greate	er St. Albert Catholic Schools	
Per:		
		-
Date:		

SCHEDULE A

2018-2019 School Year

Division No. 24 agrees to provide the parent with transportation funding based on Alberta Education The following students are transported by parents to their respective schools. Sturgeon School grant rates.

NAME	GRADE	GRADE ADDRESS	СНООГ	JURISDICTION
Student 'A'	12	Sturgeon County	Sturgeon County Ecole St.Marguerite	Greater St. Albert
Student 'B'	6	Sturgeon County	Sturgeon County Georges H Primeau	Greater St. Albert
Student 'C'	7	Sturgeon County	Sturgeon County Georges H Primeau	Greater St. Albert
Student 'D'	7	Sturgeon County	Sturgeon County Georges H Primeau	Greater St. Albert
Student 'E'	11	Sturgeon County	Sturgeon County Morinville Comp High School Greater St. Albert	Greater St. Albert
Student 'F'	11	Sturgeon County	Sturgeon County Morinville Comp High School Greater St. Albert	Greater St. Albert
Student 'G'	4	Sturgeon County	Sturgeon County Notre Dame School	Greater St. Albert

Print date May 23, 2018



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Iva Paulik, Secretary Treasurer

Subject:

2018 – 2019 Educational Services Agreement – Language Immersion –

Sturgeon Public School Division Transported Students

St. Albert Public Schools

Background

At the June 13, 2018 Committee of the Whole meeting, the Board of Trustees referred the Educational Services Agreement – Language Immersion – Sturgeon Public School Division Transported Students to the June Board meeting.

Attached you will find a draft Educational Services Agreement for the 2018 – 2019 school year for St. Albert Public Schools.

Recommendation

That the Board of Trustees approve the Educational Services Agreement – Language Immersion – Sturgeon Public School Division Transported Students with St. Albert Public Schools for the 2018 – 2019 school year.

Language Immersion Education Agreement

Sturgeon School Division No. 24 agrees to enter into this Education Agreement with St. Albert Public Schools for the 2018 – 2019 school year.

This agreement is based on the following provisions:

- 1. The Board of Trustees of Sturgeon School Division No. 24 directs our students, listed herein on Schedule A, to the French Immersion program in St. Albert Public Schools.
- 2. Sturgeon School Division No. 24 will submit and be the recipient of the Alberta Education Transportation funds. St. Albert Public Schools will register and be the recipient of the Alberta Education Instructional funds.

Signed:	
Sturgeon School Division No. 24	
Per: Board Chair	Secretary-Treasurer
Date:	59.
St. Albert Public Schools	
Per:	
Date:	

SCHEDULE A

School Division No. 24 agrees to provide the parent with transportation funding based on **2018-2019 School Year** The following students are transported by parents to their respective schools. Sturgeon Alberta Education grant rates.

Student 'A' Student 'B' Student 'C' Student 'D' Student 'E' Student 'F'	2 1 4			
Student 'B' Student 'C' Student 'D' Student 'E' Student 'F'	1 4	Sturgeon County	Leo Nickerson	St. Albert Public Schools
Student 'C' Student 'D' Student 'E' Student 'F'	4	Sturgeon County	Leo Nickerson	St. Albert Public Schools
Student 'D' Student 'E' Student 'F'		Sturgeon County	Leo Nickerson	St. Albert Public Schools
Student 'E' Student 'F'	4	Sturgeon County	Lois E Hole	St. Albert Public Schools
Student 'F'	2	Sturgeon County	Lois E Hole	St. Albert Public Schools
	7	Sturgeon County	Lois E Hole	St. Albert Public Schools
Student 'G'	72	Sturgeon County	Lois E Hole	St. Albert Public Schools
Student 'H'	1	Sturgeon County	Lois E Hole	St. Albert Public Schools
Student 'I'	4	Sturgeon County	Muriel Martin	St. Albert Public Schools
Student 'J'	2	Sturgeon County	Muriel Martin	St. Albert Public Schools
Student 'K'	7	Sturgeon County	Muriel Martin	St. Albert Public Schools
Student 'L'	7	Morinville	Muriel Martin	St. Albert Public Schools
Student 'M'	m	Morinville	Muriel Martin	St. Albert Public Schools
Student 'N'	11	Morinville	Paul Kane	St. Albert Public Schools
Student 'O'	10	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'P'	11	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'Q'	10	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'R'	11	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'S'	11	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'T'	10	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'U'	12	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'V'	11	Morinville	Paul Kane	St. Albert Public Schools
Student 'W'	12	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'X'	12	Sturgeon County	Paul Kane	St. Albert Public Schools
Student 'Y'	11	Lancaster Park	Paul Kane	St. Albert Public Schools

Sir George Simpson St. Albert Public Schools Sir George Simpson St. Albert Public Schools Lancaster Park Morinville 6 6 Student 'Z' Student 'A2'

Print Date May 23, 2018



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Committee of the Whole

Subject:

Lease Agreement - Town of Gibbons - Bon Accord Community School

Background

Attached is a draft lease agreement with the Town of Gibbons for an out of school care program at Bon Accord Community School for the 2018 – 2023 school year. This lease agreement was reviewed at the June 13, 2018 meeting of the Committee of the Whole.

Recommendation

That the Board of Trustees approve the Lease Agreement with the Town of Gibbons for an out of school care program at Bon Accord Community School for the 2018 – 2023 school years.

Between:

The Board of Trustees of Sturgeon School Division No. 24

and

The Town of Gibbons

Bon Accord Community School

LEASE AGREEMENT

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This Lease made the	day of	, 2016.
BETWEEN:		
	The Board of Trustees of	

Sturgeon School Division No. 24 (the "Landlord").

and

The Town of Gibbons

(the "Tenant")

In consideration of the mutual covenants herein contained, the parties agree as follows:

Summary of Certain Basic Lease Provisions

The following is a summary of certain basic Lease provisions, which are a part of, and are in certain instances referred to in subsequent provisions of this Lease. In the event of any conflict between the contents of this section and the remaining provisions of this Lease, the said remaining provisions shall govern.

a. Address of Landlord:

Sturgeon School Division No. 24

9820 – 104 Street Morinville, Alberta

T8R 1L8

b. Address of Tenant:

Town of Gibbons

Box 68

Gibbons, AB T0A 1N0

c. Building:

Room 202, Bon Accord Community School

d. Rent:

The sum of \$2400.00 for school year 2018 – 2019 The sum of \$2400.00 for school year 2019 – 2020 The sum of \$3700.00 for school year 2020 – 2021 The sum of \$5100.00 for school year 2021 – 2022 The sum of \$6600.00 for school year 2022 – 2023

e. Term:

5 school years, the commencement date of this Lease is the 1st day of September 2018 to be fully completed and ended

on the 30th day of June 2023.

f. Floor area of Premises:

675 square feet

g. Permitted Use of Premises:

Out of School Care Program

Lease

1.0 Lease, Premises, Term, Rent, and Additional Rent

1.1 Lease and the Premises

The Landlord leases to the Tenant a portion of a building known as the Bon Accord Community School, 4715 – 57 Street, Bon Accord, Alberta (herein called the "Building"), Room 202, containing 675 square feet (herein called "the premises"). The Landlord agrees that the Tenant may have access to Room 202, times of such access to be determined solely by the Landlord.

1.2 Term and Early Termination

The term of the Lease is 5 school years commencing on the 1st day of September 2018 and ending on the 30th day of June 2023.

In the event that the leased space is required by the Landlord, the lease can be terminated on April 30th of any school year with notice to the Tenant. The determination of what space is required rests solely with the Landlord.

In the event that the leased space is not required by the Tenant, the lease can be terminated on April 30th with notice to the Landlord.

1.3 Rent

The Tenant will pay to the Landlord at Sturgeon School Division No. 24, 9820 – 104 Street, Morinville, Alberta, or such other place the Landlord designates, without deduction or set-off, rent as follows:

1.3.1 The sum of \$2400.00 for school year 2018 – 2019
The sum of \$2400.00 for school year 2019 – 2020
The sum of \$3700.00 for school year 2020 – 2021
The sum of \$5100.00 for school year 2021 – 2022
The sum of \$6600.00 for school year 2022 – 2023

The annual rent shall be paid in 1 annual installment on the 1st day of September 2018. The Tenant shall pay interest on all arrears of rent and other sums payable under this Lease at the rate of Royal Bank of Canada Prime + 3% per annum computed from the date of default until payment is made.

Lease: Sturgeon School Division No. 24 and Page 3 of 11
Town of Gibbons

1.4 Taxes

1.4.1 The Tenant acknowledges that the Premises may not be exempt from assessment pursuant to the Municipal Taxation Act of Alberta. Subject to subparagraph 1.4.2, in the event realty taxes and assessments are levied, rated, charged, or assessed solely against the Premises, directly or indirectly as a result of the use, trade carried on or occupation of the Premises, the Tenant shall pay all such levies, rates, charges, or assessments upon their due date and shall provide evidence of such payment satisfactory to the Landlord.

1.4.2 In the event of the entire Building, or any portion thereof, for any reason whatsoever, should become subject to assessment, the Landlord, at its sole option, may terminate this Agreement.

1.5 <u>Liabilities</u>

The landlord shall pay when due all rates and charges for light, power, heat, garbage collection or disposal, water, sewer, gas, or other utilities (excluding telephone) used in connection with the Premises.

1.6 Business Tax Levies

The Tenant will pay when due any business tax, income tax, license, or any other tax rate, charge, duty, fee, or assessment whether imposed by any municipality, legislative, or other authority which may be rated, levied, or assessed in connection with the activity or activities carried on within the Premises and will provide to the Landlord when requested receipts evidencing payment in full.

2.0 Repair

2.1 Repair by Tenant

2.1.1 The Tenant shall (subject to subparagraph 2.1.2) throughout the term, at its sole cost and expense and with due diligence and dispatch, keep and maintain in good order, condition, and repair, making all needed repairs and replacements (including damage caused by vandalism) as determined by the Landlord, acting reasonably, the whole of the Premises and every part thereof whether furnished or installed by the Landlord or Tenant.

Lease: Sturgeon School Division No. 24 and Town of Gibbons

2.1.2 All repairs and replacements which are the responsibility of the Tenant under this Lease shall be performed by the Landlord, at the Tenant's sole cost and expense. Upon completion, the Tenant shall pay to the Landlord on demand, as additional rent, the Landlord's costs and expenses in connection with the work.

2.2 <u>Landlord Repair</u>

The Landlord will keep in good and substantial state of repair the foundations, roofs, exterior walls, (excluding glass), structural subfloors, bearing walls, columns, beams, and other structural elements of the Building and the Premises, and the systems provided for bringing utilities to the Premises and other parts of the Building, unless such repairs are due to any act, omission, neglect, or default of the Tenant or those for whom the Tenant is in law responsible.

2.3 Entry to Inspect

The Landlord or anyone designated by it shall be entitled at all reasonable times to:

- 2.3.1 Enter and examine the state of maintenance, repair and condition of the Premises;
- 2.3.2 Make repairs or perform any other obligation which the Tenant is required to make pursuant to the terms of this Lease;
- 2.3.3 Make any repairs which the Landlord, in its sole opinion, considers necessary or advisable, whether or not the obligation of the Tenant or the Landlord under this Lease.

The Tenant shall not impede or interfere with such entry or the exercise of any of the Landlord's rights hereunder. The Landlord shall not unreasonably interfere with the Tenant's business operations in the Premises. The Landlord will not be liable for damage to the property of the Tenant or of others located on the premises as a result of an entry unless caused by the negligence of the Landlord or those for whom the Landlord is responsible in law.

2.4 <u>Destruction of Premises</u>

2.4.1 In the event of the Total Destruction or Partial Destruction of the Premises by any cause, then this Lease shall terminate from the date when such destruction occurs. The Tenant shall immediately surrender the Premises

Lease: Sturgeon School Division No. 24 and Page 5 of 11

Town of Gibbons

and all its interest therein to the Landlord. "Total Destruction" shall mean such damage to the Premises whereby they are not fit for use by the Tenant for the Tenant's activities and which cannot reasonably be repaired or rebuilt within 90 days after the occurrence of the damage.

2.4.2 A certificate of an architect appointed by the Landlord certifying that Total Destruction or Partial Destruction has occurred shall be binding and conclusive upon both the Landlord and Tenant.

3.0 Use of Premises

3.1 <u>Use</u>

The Premises will not be used for any purpose other than the purpose of conducting the business of Out of School Care Program and the Tenant will not commit or permit:

- 3.1.1 Any waste upon or damage to the Premises;
- 3.1.2 A nuisance or other thing that might disturb the quiet enjoyment of any other tenants in the building or which unreasonably disturbs or interferes with or annoys any person; or
- 3.1.3 Any act or practice which may damage the Building;

and the Tenant shall not:

- 3.1.4 Permit or allow any odours, vapours, steam, water, vibrations, noises, or other undesirable effects to emanate from the Premises or any equipment or installation therein which, in the Landlord's opinion, are objectionable or cause any interference with the safety, comfort, or convenience of the Landlord or any occupants of the Building;
- 3.1.5 Permit the Premises to be used in any manner so as to constitute a hazard; or whether or not any of the foregoing nuisances or acts or conduct arises out of the use of the Premises for a purpose permitted by this Lease. If the Tenant is in default of any of the foregoing, the Tenant shall forthwith take such steps as are necessary to cure any such default.

Town of Gibbons

3.2 Alcohol – Tobacco

The Tenant shall not permit the sale, use, distribution, consumption, or presence of alcoholic beverages on the Premises. In addition the Tenant shall not permit or allow smoking on the Premises. The Tenant shall comply with all smoking bans imposed throughout the Building by the Landlord.

3.3 Compliance with Laws

The Tenant covenants that it shall, at its sole cost and expense, comply with and observe the requirements of all statues, by-laws, ordinances, regulations, and orders at any time enforced during the term of this lease which are applicable to the Tenant or the condition, maintenance, use, occupation, alterations, additions, changes, substitutions, repairs, or replacements of or to the Premises, and any equipment, machinery, or other facilities in, on or used in connection with the Premises or any part thereof including without limitation any regulation, order or requirement of the Canadian Fire Underwriters Association or any successor body having similar functions and of any liability or fire insurance company by which the Landlord or the Tenant may be insured at any time during the term, whether or not such a statute, by-law, law, ordinance, regulation, order, or requirement be of a kind now existing or within the contemplation of the Landlord or the Tenant.

Zoning Zoning

The Tenant represents and warrants that the Premises and their use complies with all the zoning requirements of any governmental authority having jurisdiction. The Tenant shall apply and be responsible for any permits or consents that may be required and if such permits or consents cannot be obtained then this Lease shall be null and void. Evidence of such permits or consents shall be made available to the Landlord when requested. The Landlord makes no representation or warranty that such permits or consents will be granted or available to the Tenant.

4.0 Insurance and Indemnification

4.1 **Tenant Insurance**

The Tenant will take out and keep in force throughout the term:

4.1.1 All risks, direct damage insurance upon its fixtures and improvements and all parts of the Premises (including glass) which the Tenant is obligated to keep in repair under Section 2.0 to the full replacement value thereof; and

4.1.2 Comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations of the Tenant and other persons conducting business on or from the Premises, indemnifying and protecting the Landlord and the Tenant to a limit of \$2,000,000 inclusive.

Each insurance policy will name the Landlord as an additional named insured or contain a waiver of the right of subrogation against the Landlord and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord 15 days prior written notice. The Tenant will deliver the Landlord copies or certificates of the policies upon execution of the Agreement. If the Tenant fails to take out or keep in force any policy of insurance required, the Landlord may do so and pay the premium and the Tenant will pay to the Landlord the amount so paid as additional rent on the 1st day of the month following the payment by the Landlord.

4.2 <u>Increase or Cancellation of Insurance</u>

The Tenant agrees that it will not keep or use in the Premises any article which may be prohibited by insurance policies in force from time to time covering the Premises or the Building. In the event the Tenant's occupancy or, conduct of business in the Premises, whether or not the Landlord has consented to the same, or any acts or omissions of the Tenant causes any increase in premiums for the insurance carried by the Landlord with respect to the Building, the Tenant shall pay any such increase in premiums as additional rent. If any insurance policy on the Building is to be cancelled or coverage thereunder reduced by reason of the use and occupation of the Premises by the Tenant and the Tenant fails to remedy the conditions giving rise to cancellation or reduction of coverage within 48 hours after notice by the Landlord, the Landlord may at its option terminate this Lease.

4.3 <u>Indemnification of Landlord</u>

Notwithstanding any other terms, covenants, and conditions contained in this Lease and except to the extent that the loss of life, personal injury, or damage to property referred to in this paragraph is cause by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law, the Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Premises or the occupancy or the use of the Premises or occasioned totally or in part by an

Town of Gibbons

act or omission of the Tenant, its employees, agents, customers, invitees, or anyone permitted by the Tenant to be on the Premises. If the Landlord shall, without fault on its part be made a party to any litigation commenced by or against the Tenant, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all the costs, expenses, and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses, and legal fees (on a solicitor and client basis) that may be incurred or paid by the Landlord enforcing this Lease.

4.4 Loss and Damage

Unless caused by the negligence of the Landlord or those for whose negligence the Landlord is responsible in law, the Landlord is not liable for the death of, or injury to the Tenant or others on the Premises or for the loss of or damage to property of the Tenant by theft or otherwise. Without limiting the generality of the foregoing, the Landlord is not liable for death, injury, loss, or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Premises or the Building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place or by dampness or by other cause of any kind or caused by other tenants or occupants or other persons on the Premises or in any other part of the Building or resulting from construction, alteration or repair.

4.5 Landlord's Insurance

The Landlord will inure and keep enforced throughout the term all risks direct damage insurance on the Building, excluding improvements upon which the Tenant is obliged to take out insurance, and in amounts such as would be carried by a prudent owner.

5.0 Use of Common Areas

5.1 Common Areas - Non-Exclusive Use

The Tenant, its employees, customers, or other invitees, in common with others, shall have the use of all common areas, hallways, stairways, and sidewalks adjoining to or required in order to obtain access to the Premises, subject to the control and management of the Landlord. The Landlord may alter the location of the components of the common area of the Building and construct additions to or extend any part, provided the Landlord will not disturb the operation of the Tenant's activities any more than is reasonably necessary in the circumstances.

Lease: Sturgeon School Division No. 24 and Town of Gibbons

6.0 Alterations and Signs

6.1 Alterations and Changes by Tenant

The Tenant shall make no alterations to the Premises.

6.2 Condition of Premises

The Tenant, having examined the Premises accepts the same in their present condition. The Landlord makes no representation and shall not be liable for any latent defects nor for any change of conditions affecting the Premises.

6.3 Tenant's Signs

The Tenant will not place or permit any sign, awning, or advertising matter anywhere without first obtaining the Landlord's consent.

7.0 Default of Tenant

7.1 Landlord's Performance of Tenant's Obligations

If the Tenant fails to perform an obligation under this Lease the Landlord may perform (but shall not be obliged to) the obligation. All expenses incurred by or on behalf of the Landlord under this Section will be payable as additional rent by the Tenant upon receipt of an invoice from the Landlord. The Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord unless caused by the negligence of the Landlord or those for whose negligence the Landlord is responsible in law.

8.0 Overholding

8.1 No Tacit Renewal

If the Tenant remains in possession of the Premises after the end of the term of this Lease, the Tenant will be considered to be occupying the Premises as a Tenant from month to month upon the terms and conditions set forth in this Lease including rental.

Lease: Sturgeon School Division No. 24 and

Page 10 of 11 Town of Gibbons

9.0 Landlord's Covenant

9.1 **Quiet Possession**

Subject to the provisions of this Lease the Landlord covenants with the Tenant for quiet enjoyment.

10.0 Expropriation

10.1 Cancellation

- 11.1.1 If all or part of the Building in which the Premises are located is expropriated the landlord may cancel this Lease.
- 11.1.2 Cancellation by the Landlord shall be upon 30 days' notice in writing.
- 11.1.3 Upon notice being given by the Landlord this Lease is cancelled from the date the expropriating authority takes possession. The tenant shall then surrender all interest in the Premises to the Landlord.

11.0 Miscellaneous

11.1 **Notice**

Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if delivered in person to the Landlord or the Tenant, or mailed by registered mail addressed:

11.1.1 If to the Landlord as follows: Sturgeon School Division No. 24

9820 – 104 Street

Morinville, AB T8R 1L8

11.1.2 If to the Tenant as follows: Town of Gibbons

PO Box 68

Gibbons, AB T0A 1N0

A notice mailed as aforesaid will be considered to have been given to the party to which it is address on the third business day following the date of mailing. Either party may give notice of change of address by notice in writing to the other. In the event of a disruption or threatened disruption in the Canadian postal system, all notices shall be delivered and shall not be mailed.

Lease: Sturgeon School Division No. 24 and Town of Gibbons

Page 11 of 11

11.2 Amendments

This lease can be changed only by a document signed by the Landlord and Tenant.

11.3 Registration

The Tenant will not register this Lease.

Sturgeon School Division No. 24

11.4 Successors and Assigns

This lease binds and benefits the parties and their respective heirs, executives, administrators, successors, and assigns.

11.5 Acceptance

The Tenant does hereby accept this Lease of the Premises to be held by it as a Tenant subject to the conditions, restrictions and covenants contained herein.

11.6 Rules and Regulations

The Tenant shall observe and perform all rules and regulations, if any attached as Schedule "A". If no rules and regulations are in existence at the date of this Lease, the Landlord shall have the right to declare and from time to time amend or add further rules and regulations relating to the Premises. No rule, regulation or modification will contradict a provision of this Lease. Any amendment, variation, or addition to the rules and regulations shall be binding upon the Tenant when the Landlord mails a copy to the Tenant, in accordance with the provision in clause 11.1.

The PARTIES HERETO have executed this Lease Agreement as of the day and year first written above.

Per:		
	Board Chair	Secretary-Treasurer
Town o	f Gibbons	
Per:		
	Signature	Name and Position



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Committee of the Whole

Subject:

2018 – 2023 Lease Agreement – Town of Gibbons – Gibbons School

Background

Attached is a draft lease agreement with the Town of Gibbons for an out of school care program at Gibbons School for the 2018 – 2023 school years. This lease agreement was reviewed at the June 13, 2018 meeting of the Committee of the Whole.

Recommendation

That the Board of Trustees approve the Lease Agreement with the Town of Gibbons for an out of school care program at Gibbons School for the 2018 – 2023 school years.

Between:

The Board of Trustees of Sturgeon School Division No. 24

and

The Town of Gibbons

Gibbons School

LEASE AGREEMENT

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	A17.00	NAME OF TAXABLE PARTY O	

This	s Lease Agreement made the	day of	, 2016.
BET		ne Board of Trustees of eon School Division No. 24 (the "Landlord").	
		and	
In		The Town of Gibbons (the "Tenant") covenants herein contained, the p	parties agree as follows:
	Summary of (<u>Certain Basic Lease Pro</u>	<u>visions</u>
are any	in certain instances referred to	ertain basic Lease provisions, who in subsequent provisions of this of this section and the remaining ons shall govern.	s Lease. In the event of
a.	Address of Landlord:	Sturgeon School Division No. 24 9820 – 104 Street Morinville, Alberta T8R 1L8	
b.	Address of Tenant:	Town of Gibbons Box 68 Gibbons, AB TOA 1NO	
c.	Building:	Room 007, Gibbons School	
d.	Rent:	The sum of \$3000.00 for school y The sum of \$3000.00 for school y The sum of \$4600.00 for school y The sum of \$6400.00 for school y The sum of \$8200.00 for school y	rear 2019 – 2020 rear 2020 – 2021 rear 2021 – 2022
e.	Term:	5 school years, the commencement 1st day of September 2018 to be furnished on the 30th day of June 2023.	
f.	Floor area of Premises:	900 square feet	

Out of School Care Program

Permitted Use of Premises:

g.

Town of Gibbons

Lease

1.0 Lease, Premises, Term, Rent, and Additional Rent

1.1 Lease and the Premises

The Landlord leases to the Tenant a portion of a building known as the Gibbons School, 4908 – 51 Avenue, Gibbons, Alberta (herein called the "Building"), Room 007, containing 900 square feet (herein called "the premises"). The Landlord agrees that the Tenant may have access to Room 006, times of such access to be determined solely by the Landlord.

1.2 Term and Early Termination

The term of the Lease is 5 school years commencing on the 1st day of September 2018 and ending on the 30th day of June 2023.

In the event that the leased space is required by the Landlord, the lease can be terminated on April 30th of any school year with notice to the Tenant. The determination of what space is required rests solely with the Landlord.

In the event that the leased space is not required by the Tenant, the lease can be terminated on April 30th with notice to the Landlord.

1.3 <u>Rent</u>

The Tenant will pay to the Landlord at Sturgeon School Division No. 24, 9820 – 104 Street, Morinville, Alberta, or such other place the Landlord designates, without deduction or set-off, rent as follows:

1.3.1 The sum of \$3000.00 for school year 2018 – 2019

The sum of \$3000.00 for school year 2019 – 2020

The sum of \$4600.00 for school year 2020 – 2021

The sum of \$6400.00 for school year 2021 - 2022

The sum of \$8200.00 for school year 2022 - 2023

The annual rent shall be paid in 1 annual installment on the 1st day of September of each year. The Tenant shall pay interest on all arrears of rent and other sums payable under this Lease at the rate of Royal Bank of Canada Prime + 3% per annum computed from the date of default until payment is made.

Lease: Sturgeon School Division No. 24 and Page 3 of 11
Town of Gibbons

1.4 Taxes

1.4.1 The Tenant acknowledges that the Premises may not be exempt from assessment pursuant to the Municipal Taxation Act of Alberta. Subject to subparagraph 1.4.2, in the event realty taxes and assessments are levied, rated, charged, or assessed solely against the Premises, directly or indirectly as a result of the use, trade carried on or occupation of the Premises, the Tenant shall pay all such levies, rates, charges, or assessments upon their due date and shall provide evidence of such payment satisfactory to the Landlord.

1.4.2 In the event of the entire Building, or any portion thereof, for any reason whatsoever, should become subject to assessment, the Landlord, at its sole option, may terminate this Agreement.

1.5 <u>Liabilities</u>

The landlord shall pay when due all rates and charges for light, power, heat, garbage collection or disposal, water, sewer, gas, or other utilities (excluding telephone) used in connection with the Premises.

1.6 Business Tax Levies

The Tenant will pay when due any business tax, income tax, license, or any other tax rate, charge, duty, fee, or assessment whether imposed by any municipality, legislative, or other authority which may be rated, levied, or assessed in connection with the activity or activities carried on within the Premises and will provide to the Landlord when requested receipts evidencing payment in full.

2.0 Repair

2.1 Repair by Tenant

2.1.1 The Tenant shall (subject to subparagraph 2.1.2) throughout the term, at its sole cost and expense and with due diligence and dispatch, keep and maintain in good order, condition, and repair, making all needed repairs and replacements (including damage caused by vandalism) as determined by the Landlord, acting reasonably, the whole of the Premises and every part thereof whether furnished or installed by the Landlord or Tenant.

Town of Gibbons

2.1.2 All repairs and replacements which are the responsibility of the Tenant under this Lease shall be performed by the Landlord, at the Tenant's sole cost and expense. Upon completion, the Tenant shall pay to the Landlord on demand, as additional rent, the Landlord's costs and expenses in connection with the work.

2.2 <u>Landlord Repair</u>

The Landlord will keep in good and substantial state of repair the foundations, roofs, exterior walls, (excluding glass), structural subfloors, bearing walls, columns, beams, and other structural elements of the Building and the Premises, and the systems provided for bringing utilities to the Premises and other parts of the Building, unless such repairs are due to any act, omission, neglect, or default of the Tenant or those for whom the Tenant is in law responsible.

2.3 Entry to Inspect

The Landlord or anyone designated by it shall be entitled at all reasonable times to:

- 2.3.1 Enter and examine the state of maintenance, repair and condition of the Premises;
- 2.3.2 Make repairs or perform any other obligation which the Tenant is required to make pursuant to the terms of this Lease;
- 2.3.3 Make any repairs which the Landlord, in its sole opinion, considers necessary or advisable, whether or not the obligation of the Tenant or the Landlord under this Lease.

The Tenant shall not impede or interfere with such entry or the exercise of any of the Landlord's rights hereunder. The Landlord shall not unreasonably interfere with the Tenant's business operations in the Premises. The Landlord will not be liable for damage to the property of the Tenant or of others located on the premises as a result of an entry unless caused by the negligence of the Landlord or those for whom the Landlord is responsible in law.

2.4 Destruction of Premises

2.4.1 In the event of the Total Destruction or Partial Destruction of the Premises by any cause, then this Lease shall terminate from the date when such destruction occurs. The Tenant shall immediately surrender the Premises

Lease: Sturgeon School Division No. 24 and Town of Gibbons

and all its interest therein to the Landlord. "Total Destruction" shall mean such damage to the Premises whereby they are not fit for use by the Tenant for the Tenant's activities and which cannot reasonably be repaired or rebuilt within 90 days after the occurrence of the damage.

2.4.2 A certificate of an architect appointed by the Landlord certifying that Total Destruction or Partial Destruction has occurred shall be binding and conclusive upon both the Landlord and Tenant.

3.0 Use of Premises

3.1 <u>Use</u>

The Premises will not be used for any purpose other than the purpose of conducting the business of Out of School Care Program and the Tenant will not commit or permit:

- 3.1.1 Any waste upon or damage to the Premises;
- 3.1.2 A nuisance or other thing that might disturb the quiet enjoyment of any other tenants in the building or which unreasonably disturbs or interferes with or annoys any person; or
- 3.1.3 Any act or practice which may damage the Building;

and the Tenant shall not:

- 3.1.4 Permit or allow any odours, vapours, steam, water, vibrations, noises, or other undesirable effects to emanate from the Premises or any equipment or installation therein which, in the Landlord's opinion, are objectionable or cause any interference with the safety, comfort, or convenience of the Landlord or any occupants of the Building;
- 3.1.5 Permit the Premises to be used in any manner so as to constitute a hazard; or whether or not any of the foregoing nuisances or acts or conduct arises out of the use of the Premises for a purpose permitted by this Lease. If the Tenant is in default of any of the foregoing, the Tenant shall forthwith take such steps as are necessary to cure any such default.

Lease: Sturgeon School Division No. 24 and Town of Gibbons

3.2 Alcohol – Tobacco

The Tenant shall not permit the sale, use, distribution, consumption, or presence of alcoholic beverages on the Premises. In addition the Tenant shall not permit or allow smoking on the Premises. The Tenant shall comply with all smoking bans imposed throughout the Building by the Landlord.

3.3 Compliance with Laws

The Tenant covenants that it shall, at its sole cost and expense, comply with and observe the requirements of all statues, by-laws, ordinances, regulations, and orders at any time enforced during the term of this lease which are applicable to the Tenant or the condition, maintenance, use, occupation, alterations, additions, changes, substitutions, repairs, or replacements of or to the Premises, and any equipment, machinery, or other facilities in, on or used in connection with the Premises or any part thereof including without limitation any regulation, order or requirement of the Canadian Fire Underwriters Association or any successor body having similar functions and of any liability or fire insurance company by which the Landlord or the Tenant may be insured at any time during the term, whether or not such a statute, by-law, law, ordinance, regulation, order, or requirement be of a kind now existing or within the contemplation of the Landlord or the Tenant.

3.4 Zoning

The Tenant represents and warrants that the Premises and their use complies with all the zoning requirements of any governmental authority having jurisdiction. The Tenant shall apply and be responsible for any permits or consents that may be required and if such permits or consents cannot be obtained then this Lease shall be null and void. Evidence of such permits or consents shall be made available to the Landlord when requested. The Landlord makes no representation or warranty that such permits or consents will be granted or available to the Tenant.

4.0 Insurance and Indemnification

4.1 Tenant Insurance

The Tenant will take out and keep in force throughout the term:

4.1.1 All risks, direct damage insurance upon its fixtures and improvements and all parts of the Premises (including glass) which the Tenant is obligated to keep in repair under Section 2.0 to the full replacement value thereof; and

Lease: Sturgeon School Division No. 24 and Town of Gibbons

4.1.2 Comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations of the Tenant and other persons conducting business on or from the Premises, indemnifying and protecting the Landlord and the Tenant to a limit of \$2,000,000 inclusive.

Each insurance policy will name the Landlord as an additional named insured or contain a waiver of the right of subrogation against the Landlord and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord 15 days prior written notice. The Tenant will deliver the Landlord copies or certificates of the policies upon execution of the Agreement. If the Tenant fails to take out or keep in force any policy of insurance required, the Landlord may do so and pay the premium and the Tenant will pay to the Landlord the amount so paid as additional rent on the 1st day of the month following the payment by the Landlord.

4.2 Increase or Cancellation of Insurance

The Tenant agrees that it will not keep or use in the Premises any article which may be prohibited by insurance policies in force from time to time covering the Premises or the Building. In the event the Tenant's occupancy or, conduct of business in the Premises, whether or not the Landlord has consented to the same, or any acts or omissions of the Tenant causes any increase in premiums for the insurance carried by the Landlord with respect to the Building, the Tenant shall pay any such increase in premiums as additional rent. If any insurance policy on the Building is to be cancelled or coverage thereunder reduced by reason of the use and occupation of the Premises by the Tenant and the Tenant fails to remedy the conditions giving rise to cancellation or reduction of coverage within 48 hours after notice by the Landlord, the Landlord may at its option terminate this Lease.

4.3 Indemnification of Landlord

Notwithstanding any other terms, covenants, and conditions contained in this Lease and except to the extent that the loss of life, personal injury, or damage to property referred to in this paragraph is cause by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law, the Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Premises or the occupancy or the use of the Premises or occasioned totally or in part by an act or omission of the Tenant, its employees, agents, customers, invitees, or anyone

Town of Gibbons

permitted by the Tenant to be on the Premises. If the Landlord shall, without fault on its part be made a party to any litigation commenced by or against the Tenant, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all the costs, expenses, and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses, and legal fees (on a solicitor and client basis) that may be incurred or paid by the Landlord enforcing this Lease.

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Unless caused by the negligence of the Landlord or those for whose negligence the Landlord is responsible in law, the Landlord is not liable for the death of, or injury to the Tenant or others on the Premises or for the loss of or damage to property of the Tenant by theft or otherwise. Without limiting the generality of the foregoing, the Landlord is not liable for death, injury, loss, or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Premises or the Building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place or by dampness or by other cause of any kind or caused by other tenants or occupants or other persons on the Premises or in any other part of the Building or resulting from construction, alteration or repair.

4.5 Landlord's Insurance

The Landlord will inure and keep enforced throughout the term all risks direct damage insurance on the Building, excluding improvements upon which the Tenant is obliged to take out insurance, and in amounts such as would be carried by a prudent owner.

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5.1 <u>Common Areas – Non-Exclusive Use</u>

The Tenant, its employees, customers, or other invitees, in common with others, shall have the use of all common areas, hallways, stairways, and sidewalks adjoining to or required in order to obtain access to the Premises, subject to the control and management of the Landlord. The Landlord may alter the location of the components of the common area of the Building and construct additions to or extend any part, provided the Landlord will not disturb the operation of the Tenant's activities any more than is reasonably necessary in the circumstances.

Lease: Sturgeon School Division No. 24 and Town of Gibbons

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6.1 Alterations and Changes by Tenant

The Tenant shall make no alterations to the Premises.

6.2 Condition of Premises

The Tenant, having examined the Premises accepts the same in their present condition. The Landlord makes no representation and shall not be liable for any latent defects nor for any change of conditions affecting the Premises.

6.3 Tenant's Signs

The Tenant will not place or permit any sign, awning, or advertising matter anywhere without first obtaining the Landlord's consent.

7.0 Default of Tenant

7.1 Landlord's Performance of Tenant's Obligations

If the Tenant fails to perform an obligation under this Lease the Landlord may perform (but shall not be obliged to) the obligation. All expenses incurred by or on behalf of the Landlord under this Section will be payable as additional rent by the Tenant upon receipt of an invoice from the Landlord. The Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord unless caused by the negligence of the Landlord or those for whose negligence the Landlord is responsible in law.

8.0 Overholding

8.1 No Tacit Renewal

If the Tenant remains in possession of the Premises after the end of the term of this Lease, the Tenant will be considered to be occupying the Premises as a Tenant from month to month upon the terms and conditions set forth in this Lease including rental.

Lease: Sturgeon School Division No. 24 and

Page 10 of 11 Town of Gibbons

9.0 Landlord's Covenant

9.1 **Quiet Possession**

Subject to the provisions of this Lease the Landlord covenants with the Tenant for quiet enjoyment.

10.0 Expropriation

10.1 Cancellation

- 11.1.1 If all or part of the Building in which the Premises are located is expropriated the landlord may cancel this Lease.
- 11.1.2 Cancellation by the Landlord shall be upon 30 days' notice in writing.
- 11.1.3 Upon notice being given by the Landlord this Lease is cancelled from the date the expropriating authority takes possession. The tenant shall then surrender all interest in the Premises to the Landlord.

11.0 Miscellaneous

11.1 **Notice**

Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if delivered in person to the Landlord or the Tenant, or mailed by registered mail addressed:

11.1.1 if to the Landlord as follows: Sturgeon School Division No. 24

9820 – 104 Street

Morinville, AB T8R 1L8

11.1.2 if to the Tenant as follows: Town of Gibbons

PO Box 68

Gibbons, AB T0A 1N0

A notice mailed as aforesaid will be considered to have been given to the party to which it is address on the third business day following the date of mailing. Either party may give notice of change of address by notice in writing to the other. In the event of a disruption or threatened disruption in the Canadian postal system, all notices shall be delivered and shall not be mailed.

11.2 Amendments

This lease can be changed only by a document signed by the Landlord and Tenant.

11.3 Registration

The Tenant will not register this Lease.

Sturgeon School Division No. 24

11.4 Successors and Assigns

This lease binds and benefits the parties and their respective heirs, executives, administrators, successors, and assigns.

11.5 Acceptance

The Tenant does hereby accept this Lease of the Premises to be held by it as a Tenant subject to the conditions, restrictions and covenants contained herein.

11.6 Rules and Regulations

The Tenant shall observe and perform all rules and regulations, if any attached as Schedule "A". If no rules and regulations are in existence at the date of this Lease, the Landlord shall have the right to declare and from time to time amend or add further rules and regulations relating to the Premises. No rule, regulation or modification will contradict a provision of this Lease. Any amendment, variation, or addition to the rules and regulations shall be binding upon the Tenant when the Landlord mails a copy to the Tenant, in accordance with the provision in clause 11.1.

The PARTIES HERETO have executed this Lease Agreement as of the day and year first written above.

Per: Board Chair Secretary-Treasurer Town of Gibbons Per: Signature Name and Position



Board Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Building Committee

Subject:

Joint Use Agreement - Sturgeon School Division No. 24 - Town of

Gibbons – Amendment

Background

Attached is a draft amended joint use agreement lease agreement with the Town of Gibbons – Gibbons School. This amended joint use agreement was reviewed by the Joint Use Committee for Gibbons School.

Recommendation

That the Board of Trustees approve the Joint Use Agreement – Sturgeon School Division No. 24 – Town of Gibbons – Gibbons School – Amendment.

Joint Use Agreement - Gibbons

	THIS AGREEMENT made	in duplicate this	_day of	_, 2018
BETWEE	N			

STURGEON SCHOOL DIVISION NO. 24 (hereinafter called "the Division")

OF THE FIRST PART

and

TOWN OF GIBBONS (hereinafter called "the Town")

OF THE SECOND PART

WHEREAS, given that community based use of facilities and equipment is important to us, the Town of Gibbons, and Sturgeon School Division No. 24, we will strive to make school and community facilities and equipment, as herein specified, available to users;

AND WHEREAS given that community based use of facilities and equipment is important to us, we the Town of Gibbons, and Sturgeon School Division No. 24, strive to have a joint use program administered in as simple, effective and efficient manner as possible;

AND WHEREAS given that community based use of facilities and equipment is Important to us, we the Town of Gibbons and Sturgeon School Division No. 24, will establish a realistic budget for joint use.

AND WHEREAS It is both economical and functional for the parties to cooperate through the joint use of facilities to carry out their respective responsibilities;

AND WHEREAS the Division and the Town wish to enter into an agreement in connection with the cost, upkeep and use of the facilities.

NOW THEREFORE this Agreement Witnesseth that the parties hereto covenant and agree to share in the use of facilities as follows:

SECTION I - DEFINITIONS

In this Agreement:

- 1.1 "Facilities" means consisting of gymnasium, shower, locker room, school kitchen, and a class-room, adjoining corridors vestibules, parking lot and school grounds shall exclude any equipment owned by the parties and situated on the premises unless expressly agreed to by the parties.
- 1.2 "Joint Use" means the reciprocal use of all facilities that are owned by the Town or Division as described in Clause 1.1 and 1.2.
- 1.3 "Town" usage means each and every time the Town books out the facility.

SECTION II - JOINT USE COMMITTEE

- 2.1 The Division and the Town agree to appoint a Joint Use Committee (hereinafter called "the Committee") whose membership shall consist of the following:
 - 2.1.1 Two (2) members appointed by the Division
 - Principal of Gibbons School or designate
 - Sturgeon School Division No. 24 Trustee representing the Gibbons School ward
 - 2.1.2 Two (2) members appointed by the Town
- 2.2 The Committee shall make decisions by majority vote and otherwise shall be governed by this Agreement and Its own procedure.
- 2.3 The meeting place and Chair of the Committee shall alternate.

SECTION III - DUTIES AND POWER OF THE COMMITTEE

- 3.1 The Committee shall have the following duties and powers:
 - 3.1.1 To oversee the use of the facilities on an equitable basis for all residents within the jurisdiction of either of the parties to this Agreement.
 - 3.1.2 To make and enforce rules and regulations regarding use of the facilities, equipment, facility booking, use of alcohol, and scheduling.

SECTION IV - USE OF FACILITIES

4.1 Facility and Hours of Use:

The facilities shall be available and used exclusively for school purposes during the normal school hours of 8:00 am to 6:00 pm on operational school days, and shall be available for the Town and Community beyond the school hours with the school events taking precedent over community use of the facilities.

- 4.2 The Principal of each school shall appoint a facilitator to receive information from the Town and will advise the Town the name of said person.
- 4.3 Both parties may use and share the facilities and equipment in the facilities subject to such conditions as the Joint Use Committee shall decide. For the term of the lease, the Town of Gibbons agrees to pay the sum of \$2012.50 per annum.
- 4.4 The use of alcoholic beverages in the facilities is permitted subject to control of the Committee, and provided that all regulations of the Alberta Liquor Control Division are met.
- 4.5 All Town and Division facilities are deemed smoke-free, year round.
- In the event of an unresolved dispute of any nature between a user group and a facilitator town or division staff, the Joint Use Committee shall be considered as the body for dispute resolution and their decision shall be binding.

SECTION V - MAINTENANCE AND REPAIRS

- 5.1 The Division shall be responsible for:
 - 5.1.1 Cleaning the facilities at the end of hours when the facilities are used exclusively for school purposes.
 - 5.1.2 Supervision of the facilities during the hours when the facilities are used exclusively for school purposes.
 - 5.1.3 Maintaining the facilities described in Clause 1.1 and the Master Lock system in a good state of repair.
 - 5.1.4 Repairing any damage occurring to the facilities when they are used exclusively for Division purposes.

- 5.2 The Town shall be responsible for:
 - 5.2.1 Cleaning the facilities at the end of hours when the facilities are used exclusively for town purposes.
 - 5.2.2 Supervision of the facilities during the hours when the facilities are used exclusively for town purposes.
 - 5.2.3 Maintaining the facilities described in Clause 1.2 in a good state of repair.
 - 5.2.4 Repairing any damage occurring to the facilities when they are used extensively for town purposes.
- 5.3 The parties hereto agree to negotiate the following costs:
 - 5.3.1 Periodic maintenance and replacement of the gymnasium floor in the facilities. For the term of the lease, the Town of Gibbons agrees to pay for the periodic replacement sum of \$1500.00 per annum.
 - 5.3.2 Light and heat in the facilities. For the term of the lease, the Town of Gibbons agrees to pay the sum of \$1500.00 per annum.
 - 5.3.3 Provision and maintenance of jointly used equipment as agreed to under Clause 5.2 herein. For the term of the lease, the Town of Gibbons agrees to pay the sum of \$1500.00 per annum.

SECTION VI - INSURANCE

- 6.1 The Division shall maintain fire, extended coverage and vandalism Insurance upon the sold school and any monies recovered shall be used to restore the school including the joint facilities.
- 6.2 If the Town procures any Insurance on its' property, or the property of others which is the responsibility of the Town, such insurance will be so arranged that the town's insurers will have no right of recovery from the Division.
- 6.3 The Division's public liability will Include the Town as an additional named insured with respect to the Town's activities at the joint facilities.

SECTION VII - INDEMNITY

- 7.1 The Division agrees at all times to Indemnify the Town and save it harmless from all manners of actions, causes of action, suit, claim, demand and costs whatsoever arising from any actions of students, servants, employees or agents of the Division done in pursuance of this Agreement during the time that this Agreement shall be in force.
- 7.2 The Town agrees at all times to Indemnify the Division and save It harmless from all manners of actions, causes of action, suit, claim, demand and costs whatsoever arising from any actions of Its servants, employees, agents, invitees, licensees of the Town done in pursuance of this Agreement during the time that this Agreement shall be in force.

SECTION VIII - TERMINATION AND AMENDMENT

- 8.1 The Joint Use Agreement shall be in effect from the day and year first above written for a period of five (5)thirty (30) years, and then may be terminated by either party giving the other party one years (1) notice in writing.
- 8.2 The Joint Use Agreement may be amended from time to time with the mutual consent of both parties.

SECTION IX - ASSIGNABILITY

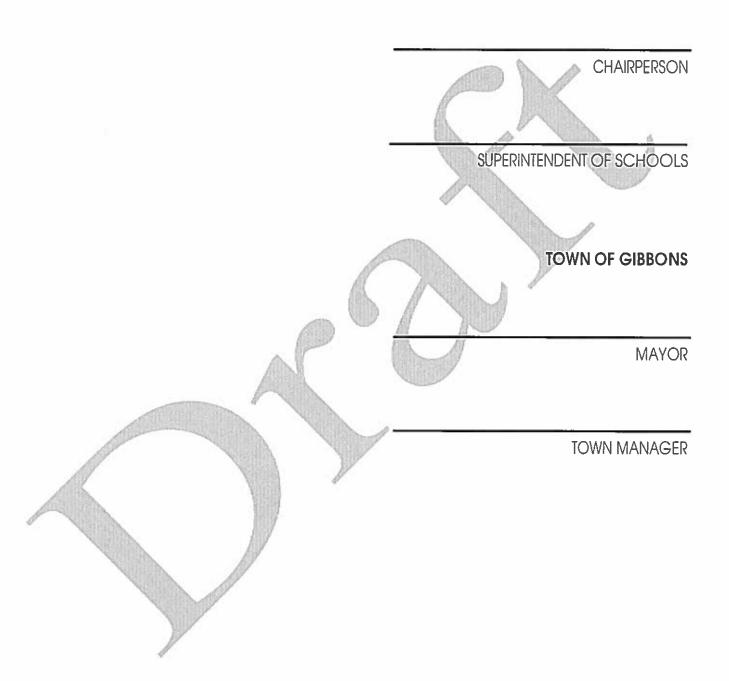
- 9.1 The parties acknowledge and agree not to assign or transfer any of the rights acquired as a result of this Joint Use Agreement except by mutual consent.
- 9.2 This Agreement shall be binding upon the parties' successors and assigns.

SECTION X - NOTICES

- 10.1 Any notice to be served pursuant to this Agreement shall be delivered or sent by registered mall, postage prepaid to the Secretary Treasurer, Sturgeon School Division No. 24, MorinvIIIe, Alberta and to the Town Administrator, Town of Gibbons, Gibbons, Alberta; any notice by registered mall be deemed to be served on the fourth (4th) day after malling as aforesaid at a post office in the Province of Alberta.
- 10.2 This Agreement supersedes all previous joint use agreements between the parties.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals in that behalf on the day and year first above written.

STURGEON SCHOOL DIVISION NO. 24





Board Memorandum

Date: June 27, 2018

To: Board of Trustees

From: Ruth Kuik, Associate Superintendent, Education Services

Subject: Rivière Qui Barre Agricultural Society – Demolition Scope

Background

On June 14th, 2018 Trustees Jewell and Dwyer met with representatives of the Rivière Qui Barre Agricultural Society to review the status of the request to retain the gym and four classrooms of the present Camilla School structure. If approved, this portion of the existing school would not be included within the scope of the demolition tender. At this meeting it was confirmed the Board would need to provide direction to administration on the scope of the demolition no later than July 15, 2018. Additionally, administration advised all parties present that if the retained structure was to be demolished at a later date, then the cost is estimated at \$300,000. This information was provided by Workun Garrick.

During the meeting it was noted that a delay in advising Alberta Infrastructure and Workun Garrick of the extent of the demolition of the existing Camilla School would have a negative impact on the timeline for the tendering of the Camilla School New Build, which would then result in a delay in the project.

Recommendation

That the Board of Trustees review the Rivière Qui Barre Agricultural Society – Demolition Scope and advise Senior Administration accordingly.



Memorandum

Date:

June 27, 2018

To:

Board of Trustees

From:

Thomas Holmes, Associate Superintendent of Human Resources and

Leadership Support

Subject:

CO Modernization Design

Background:

On June 13, 2018, Committee of the Whole requested Senior Administration bring forward a recommendation regarding the CO Modernization Design to the Public Board Meeting for consideration.

Information:

- Committee of the Whole discussed some concerns and proposed solutions regarding the submitted design for the CO Modernization.
- Administration brought forward a design, which includes a new HR office, transportation office and 2 workstations in the new addition.
- In the document "Central Office Compound Draft Strategic Facilities Plan" dated December 2015, the accommodation of growth in Central Office particularly in Early Childhood and Finance was identified as a concern. In addition, the limitation on meeting space to accommodate the various division meetings was included in this report. The strategic plan outlined projected office needs. For easy reference and comparison, we have tabled current design, projected needs and proposed design office needs together.

Memo: CO Modernization Design June 27, 2018 Page 2 of 11

Current Space at	Projected Facility	Proposed in
Central Office	Needs (as identified in	Modernization Design
	the Facilities Plan)	
Meeting Rooms:	Meeting Rooms:	Meeting Rooms:
1 Board Room	1 Board Room	1 Board Room
1 Large Meeting	1 Large Meeting	1 Large Meeting
Room	Room	Room
	1 Mid-Sized	3 Mid-Sized Meeting
	Meeting Room	Rooms
	1 ECS Mid-Sized	1 Small Meeting
	Meeting Room	Room
	1 Meeting Room for	
	Transportation	
	1 Small Meeting	
	Room	
	1 ECS Small	
	Meeting Room	
Reception:	Reception:	Reception:
• 1 Reception	Reception	Reception
• 1 Workstation	I Workstation	1 Waiting room
1 Waiting room	I Waiting room	_
Superintendent's Office:	Superintendent's Office:	Superintendent's Office:
1 Main Office	I Main Office	1 Main Office
1 Workstation	I Workstation	I Workstation
Finance:	Finance:	Finance:
1 Main Office	1 Main Office	I Main Office
1 Mid-Sized Office	6 Mid-Sized Offices	1 Mid-Sized Office
1 Small Office		1 Mid-Sized Office
1 Large Office with		with 2 Workstations
2 Workstations		4 Workstations
1 Mid-Sized Office		
with 2 Workstations		
Education Services:	Education Services:	Education Services:
1 Main Office	1 Main Office	1 Main Office
3 Large Offices	2 Mid-Sized Offices	6 Mid-Sized Offices
2 Mid-Sized Offices	1 Curriculum Main	5 Workstations
1 Mid-Sized Office	Office	2 Open areas for
with 2 Workstations	1 Curriculum Office	shared collaboration
1 Mid-Sized Office	(Technology)	space and/or shared
with 3 Workstations	1 Learning Support	workstations
1 Small Office with	Main Office	
2 Workstations	1 Learning Support	
2 Workstations	Mid-Sized Office	

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2 Group Meeting Rooms with shared workstations	 1 ECS Main Office 3 ECS Mid-Sized Offices 3 ECS Smaller Offices 	
Human Resources: • 1 Main Office • 1 Mid-Sized Office • 2 Small Offices	Human Resources 1 Main Office 1 Mid-Sized Office Workstation	Human Resources 1 Main Office 1 Mid-Sized Office Workstations
Transportation: 2 Mid-Sized Offices 1 Meeting Space IT Department: 1 Main Office 6 Workstations Storage Area	Transportation: 1 Mid-Sized Offices 1 Small Office IT Department: 1 Main Office 7 Workstations Storage Area	Transportation: 1 Mid-Sized Office 2 Workstations IT Department: 1 Main Office 6 Workstations Storage Area
Storage: Large storage area Staffroom: Accommodates up to 15 staff comfortably at a time.	Storage Area Storage: Large storage area Staffroom: • Accommodate approximately 50 staff.	Storage: Medium storage area Staffroom: Accommodates up to 15 staff comfortably at a time.

- On pages 10 and 11, the facilities plan states "space would be planned to meet the exact specifications (present and future needs) of the division".
- The new Central Office Modernization Design brought forward by Administration reconfigures a large number of office spaces identified in the 2015 facilities plan into workstations. In fact, we require some additional workstations in the core of central office for some key reasons:
 - o Loss of storage space: we are moving from a large centralized storage using the warehouse to a mid-sized storage space in the new addition. This loss requires us to recoup the current HR Advisor Office for storage in the core of the building in areas not optimal for staff who spend the majority of their time at Central Office (i.e. Current HR Advisor Office).

June 27, 2018 Page 4 of 11

o We are proposing an additional workstation resulting from the removal of the office behind the Coronado Room (this expands the meeting space here to accommodate our full admin team and other groups).

- We are proposing an additional workstation resulting from the transition of a Finance Office into a workstation and the converting of this office into a small meeting room to facilitate collaboration among staff in the core of Central Office and to allow for confidential HR and Finance meetings with staff. Lastly, the removal of this office allows us to consistently follow our guidelines around who gets a discrete office versus a workstation.
 - Principles used to determine discrete office spaces for central office staff include the following:
 - Blended environment: Senior Administration must address two
 philosophies with respect to workspaces and apply principles
 consistently. The evolution of modern office spaces includes the
 move to less discrete offices and more workstations and
 collaboration spaces. The project budget also requires us to
 incorporate the traditional organization of discrete offices
 because we are not modernizing the entire office.
 - Time in the office: Staff who predominantly work at other sites were not considered for a discrete office nor a dedicated workstation.
 - Level of responsibility: Staff with significant leadership and supervisory responsibilities were identified as requiring discrete office spaces. A note about confidentiality: All staff in central office manage confidential information. Staff with more senior level leadership and supervisory responsibilities were identified as requiring discrete office space.
 - Human Resources conducted 10 formal consultations and many more follow-up meetings regarding the design plans. A large ratio of time in these discussions was used to address offices and workstations.
 - The following levels have been used in planning workspaces for central office staff:

June 27, 2018 Page 5 of 11

- LEVEL 1 Discrete office space with small room for meeting area – Senior Administration
- LEVEL 2 Discrete office space Directors, some Coordinators,
 Managers
- LEVEL 3 Dedicated workstation Administrative Assistants, Advisors, Payroll, some Coordinators
- LEVEL 4 Group workstation access with personal storage – SLPs, OTs, ILT team, behaviour consultants, psychologists, support team
- There is an architectural report dated December 21, 2016, from ONPA Architects, which plans a revamping of all offices in the core of the building. It effectively provides an additional office space by moving three walls. This option was not brought forward in the design plans because the core of Central Office was planned to have only paint, carpet and the repair of mechanical systems. There are some additional reasons why we did not propose building smaller offices in the west core of the building:
 - o There are some aspects of the modernization which leave us with less space (i.e. storage for example) and it was determined that less office space for staff who spend the majority of their time in the office actually provided us less room in comparison to pre-renovation conditions of Central Office.
 - Office of the Superintendent and Deputy Superintendent (currently occupied by the Associate Superintendent are the same size. Sturgeon may choose to appoint a Deputy Superintendent in the future. It is recommended we maintain these offices in their current condition.
 - Office of the Associate Superintendent of Education Services,
 Associate Superintendent of Human Resources and the Human
 Resources Manager are all positions requiring many meetings of a
 highly confidential nature. Reducing office size prevent sufficient room
 to meet confidentially.
 - The Associate Superintendents of Human Resources and Education Services specifically conduct a large number of investigations.
 Providing these positions with sufficient meeting room is critical to

June 27, 2018 Page 6 of 11

maintaining confidentiality especially for meetings and interviews not appropriate for general meeting rooms.

- In March of 2017, Mrs. Ruth Kuik provided an update regarding the priority areas to be considered for the modernization:
 - Technology Department has a safe and useful working area
 - o Improve meeting room space
 - o Improvement of the existing building
 - o Accessibility
 - o Updating Boardroom technology
 - o Workspace needs particularly on the second floor in ECE
- At this time, Key Messages were developed for Trustees and included:
 - Age and a brief history of Central Office
 - o Number of employees working out of Central Office
 - o The requirement to ensure staff have a place to work i.e. Growing ECE as a direct result of increased service
 - o No land purchase being required
 - o Accessibility
 - o A sound business plan to invest because the government does not fund administration buildings
- In October of 2017, Human Resources shared the following key messages of the modernization with the Board of Trustees:
 - o In relation to budget:
 - We will not exceed the project budget of \$3,128,702.66.
 - o In relation to communication:
 - HR will send out weekly updates to all CO staff during the building phases of the modernization.
 - HR will provide weekly updates to Senior Admin and bi-weekly updates to the Board of Trustees.
 - HR will provide reasonable notice to staff, when possible, of potential disruptions during the workday.
 - Change orders and design elements require approval of the Superintendent through the Associate Superintendent of Human Resources.
 - o In relation to project timelines:
 - The project is an 18 to 24-month project.

June 27, 2018 Page **7** of **11**

> Project will be phased carefully to minimize disruptions to staff working environment, however, there will be disruptions during the building phases of the project

- o In relation to project priorities:
 - To move IT into a clean, safe and productive work environment;
 - ensure all areas of Central Office are accessible for staff and visitors with mobility challenges;
 - improve the use of interior space to enhance productivity and
 - increase availability of secure storage areas.
- In April of 2018, the Building Committee asked Senior Administration to bring forward additional information regarding the allocation of office space.
 - O A number of staff using the second-floor space in Education Services: Early Childhood Team is 54 staff, Grade School Team is 12.
 - o Principles used to determine discrete office spaces for central office staff include the following:
 - Blended environment: Senior Administration must address two philosophies with respect to workspaces and apply principles consistently. The evolution of modern office spaces includes the move to less discrete offices and more workstations and collaboration spaces. The project budget also requires us to incorporate the traditional organization of discrete offices because we are not modernizing the entire office.
 - Time in the office: Staff who predominantly work at other sites were not considered for a discrete office nor a dedicated workstation.
 - Level of responsibility: Staff with significant leadership and supervisory responsibilities were identified as requiring discrete office spaces. *A note about confidentiality: All staff in central office manage confidential information. Staff with more senior level leadership and supervisory responsibilities were identified as requiring discrete office space resulting from the frequency of confidential conversations that are required.
 - o Human Resources conducted 10 formal consultations and many more follow-up meetings regarding the design plans. A large ratio of time in these discussions was used to address offices and workstations.
- It is important to note that Administration is not bringing forward a design plan to accommodate the entire ECS team on the second floor. We have offices and dedicated workstations for the small core team who spend the

June 27, 2018 Page 8 of 11

majority of their workday at Central Office. Lastly, we have a plan to accommodate a percentage of the ECS team in shared/flexible workstations on any given day they require consultation, collaboration and report writing time.

- The Central Office Modernization Proposal dated February 22, 2017, communicated issues and concerns concerning the ongoing deterioration of Central Office including the building envelope and heating/air conditioning. Also included were inadequate washroom facilities, lack of workspace for staff particularly on the second floor and the lack of meeting spaces in the building.
- In summary, the Strategic Facilities plan of 2015, key messages developed for the Board of Trustees and the recent Modernization Design have outlined similar challenges including, among other important issues, the need for sufficient office space.

1) Recommendation 1

- The draft design includes an HR office on the southwest side of the addition. This decision allows us to remove the west/east wall for this office and provide sufficient room and natural light access to 5 workstations to be used by HR and Finance.
 - o Without this new office, we would have to reduce workstations to 2 from 5 leaving insufficient room for our staff. The alternative is to lose the meeting room on the east side of the core office area and create a workstation but this still leaves us 2 workstations short.
- The draft design includes a transportation office and 2 workstations on the east side of the addition near the foyer.
 - This decision was made to remove transportation from the second floor reserving it solely for Education Services.
 - o This creates more efficient workflow and sufficient space for 54 staff in Early Childhood and 12 staff in Grade School. Our design plans for only a portion of our staff working out of Central Office at any given time.
 - Moving transportation close to the foyer also minimizes disruption from shortwave radio noise and the number of guests (parents/contractors) coming to meet with transportation.

Memo: CO Modernization Design

June 27, 2018 Page 9 of 11

• It is not recommended we create 3 offices from 2 offices on the west side of the building. 14 feet is required to comfortably fit 2 workstations into this space. Without touching the Superintendent's Office, we would be left with 3 offices that leave little room for a meeting space. The Associate Superintendent offices require sufficient meeting room for meeting with parents and/or staff.

• The recommendations above were developed through numerous meetings between Senior Administration and Central Office staff. Human Resources has well over 40 hours of direct consultation time on this modernization project. We invested considerable time into the consultative process to ensure the design plans, and ultimately, the final project would best meet the needs of our team within the established budget.

2) Recommendation 2

- Administration believes strongly that Recommendation 1 provides the best value for our money and affords us the opportunity to maintain the level of space we currently have with as few tradeoffs as possible.
- Recommendation 2 includes the design from Recommendation 1, but through a graduated process as the modernization project develops.
 Trustees may consider supporting Recommendation 1 but with delays to the development of the Transportation and Human Resources offices in the new addition until after the modernization has been completed. It would be at this time that Senior Administration would bring to the Board of Trustees the costs associated with developing these spaces.

3) Recommendation 3

- Administration recommends finishing of the Transportation office and workstations in the new addition and then moving Transportation upon conclusion of the modernization project with support from the Board of Trustees.
- Administration would then move the HR and Finance Advisors back to their previous offices. This would result in the need to create 3 workstations where the current payroll office is. We lose some storage

Memo: CO Modernization Design

June 27, 2018 Page **10** of **11**

space and the workstations do not have natural light, however, we avoid an HR office in the new addition.

4) Recommendation 4

- Administration recommends completing the finishing of the Transportation office and workstations in the new addition and then moving Transportation upon conclusion of the modernization project with support from the Board of Trustees.
- Recommendation 4 includes moving forward with a design to convert the
 offices of the HR Manager and Associate Superintendent of Education
 Services into 3 smaller offices. These 3 smaller offices would be occupied
 by the Associate Superintendent of Education Services, Associate
 Superintendent of Human Resources and the Manager of Human
 Resources. This results in smaller offices than recommended for the duties
 and responsibilities of the positions, however, we avoid an HR office in the
 new addition.

Please note: Each of the recommendations still provides us with sufficient room to move MLC into the remaining area if the Board determines this the appropriate decision in the future

- Current Morinville Learning Centre space is 2,300 sq ft.
- Current vacant space in the new addition is 2,400 sq ft.
- It is the opinion of Senior Administration that this space is more than sufficient to provide a high quality-learning environment from MLC.
 - Traffic: By looking at student traffic data over the past 12 months,
 MLC typically sees a high of 12 students and a maximum of 18 during the week all at one time.
 - MLC has currently had students earn 134 credits with a potential of 311 credits based on current course registrations.
- Current Sturgeon Learning Centre is 3,000 sq ft.
 - o Traffic: By looking at student traffic data over the past 12 months, SLC typically sees a typical high of around 18 students and a maximum high of 24 students all at one time.
 - SLC also supports Oak Hill students when needed based on proximity.

Memo: CO Modernization Design

June 27, 2018 Page 11 of 11

> SLC has currently had students earn 355 credits with a potential of 623 credits based on current course registrations.



Date:

June 27, 2018

To:

Board of Trustees

From:

Committee of the Whole

Subject:

July/August Committee of the Whole & July Board Meeting

Background

At the June 13, 2018 Committee of the Whole meeting, the Board of Trustees made the following motions regarding July/August Committee of the Whole & July Board Meeting:

"Moved by Mr. Jewell that the following recommendation be referred to the June 27, 2018 Board Meeting for approval:

That the July and August Committee of the Whole meeting be cancelled, and the July Board meeting be cancelled.

CARRIED 6/0"

Recommendation

That the Board of Trustees approve that the July and August Committee of the Whole meeting be cancelled, and the July Board meeting be cancelled.



Date:

June 27, 2018

To:

Board of Trustees

From:

Committee of the Whole

Subject:

Organizational Meeting and August Board Meeting

Background

At the June 13, 2018 Committee of the Whole meeting, the Board of Trustees made the following motions regarding the Organizational Meeting and August Board Meeting:

"Moved by Mrs. Featherley that the following recommendation be referred to the June 27, 2018 Board Meeting for approval:

That the Organizational Meeting and August Board Meeting be scheduled for August 29, 2018 from August 22, 2018.

CARRIED 6/0"

Recommendation

That the Board of Trustees approve that the Organizational Meeting and August Board Meeting be scheduled for August 29, 2018 from August 22, 2018.



Date:

June 27, 2018

To:

Board of Trustees

From:

Iva Paulik, Secretary Treasurer

Subject:

Monthly Financial Report

Background

Attached you will find the 9 Months Financial Report for 2017 – 2018 as of May 31, 2018.

Recommendation

That the Board of Trustees receive as information the 9 Months Financial Report for 2017 - 2018 as of May 31, 2018.

Sturgeon School Division No. 24		Budget	get	Actuals	Variance	Forecast	Variance
Results as of May	, 31, 2018	Spring Budget 2017-2018	Fall Update 2017-2018	May 31, 2018	% of Fall Budget	2017-2018	% of Forecast
REVENUES							
Alberta Education		65,482,777	66,302,286	49,426,784	74.55%	(1) 66,364,867	100.09%
Other - Government of Alberta		908,280	852,545	624,002	73.19%	852,545	100.00%
Federal Government		290,000	290,000	286,803	98.90%	(2) 315,803	108.90%
Other - Alberta School Jurisdiction		21,677	21,677	71,677	100.00%	(3) 21,677	100.00%
Fees		1,316,271	1,299,531	1,162,131	89.43%	1,225,000	94.26%
Other - Sales and Services		345,552	347,687	285,673	82.16%	328,000	94.34%
Investment Income		68,000	105,000	109,672	104.45%	(5) 145,000	138.10%
Gifts and Donations		101,000	120,000	387,512	322.93%	(9) 388,000	323.33%
Rental of Facilities		35,677	38,577	32,766	84.94%	(7) 38,577	100.00%
Fundraising		87,200	76,000	115,488	151.96%	(8) 121,000	159.21%
Amortization of Capital Contributions		1,644,306	1,567,406	1,175,555	75.00%	1,567,406	100.00%
Other Revenues		-	214,666	227,516	105.99%	(9) 254,670	118.64%
Total Revenues	-	70,300,740	71,285,375	53,855,579	75.60%	71,622,545	100.54%
EXPENDITURES							
Instruction		53,454,484	54,360,953	41,715,579	76.74% [1	(10) 54,964,953	101.11%
Plant Operations and Maintenance		8,243,405	8,184,748	5,165,492	63.11% (1	(11) 8,044,748	98.29%
Transportation		5,494,853	5,595,044	5,097,096	91.10%	(12) 5,675,044	101.43%
Board Governance and Administration		2,681,099	2,689,484	1,867,081	69.42%	(13) 2,595,484	%05'96
External Services		426,899	549,226	411,331	74.89%	549,226	100.00%
Total Expenditures	ıres	70,300,740	71,379,455	54,256,579	76.01%	71,829,455	100.63%
					TARGET %		
2017-2018 Surplus/(Deficit)		•	(144,080)	(401,000)	75.00%	(206,911)	(206,911) Projected Surplus/(Deficit)

Less: Revenues Collected Upfront from SGF (Donations, Fundraising) - assumed to be spent/deferred Less: Revenues Collected Upfront from AB Ed Revenues Add: Transportation (adjustment to contractor expenses paid over 10 months)

Adjusted 2017-2018 Surplus/(Deficit)

(356,677) (172,296) 740,312

(189,661)

Preliminary Revenues and Expenses for 9 months.
 Expense Accruals: utilities, phones, subs and casuals, etc.

Assumptions:

- באליפוואפ הרכי חמוא. מנוווניפא (אווסוופא, אחמא מווס במאמוא, פוכי
- SGF fee surpluses are to be spent by the end of the fiscal year.
- During the course of the year, all expenditures are expensed. Expenses will be assessed at year-end and if they are capital in nature

(over \$5K per unit), they will be capitalized. This will consequently increase the actual and projected operating surplus and reduce reserves.

Variance Explanations

Revenues:

- (1) Alberta Education: actual revenue shown is lower than budget due to deferral of revenues to match with expenses (IMR, PUF, CIF and Nutrition funding).
 - ⁽²⁾ Federal Government: Alexander tuition fees' invoicing is over 10 months plus additional grant amount of \$25,000 received recently.
 - (3) Other Alberta School Jurisdiction: payment received upfront as one lump sum.
- (4) Fees: most collections of fees occurred in September/October and proration of budget is over 12 months.
 - (5) Investment income: chequing interest income is higher than anticipated.
- ¹⁶ Gifts & Donations: Lillian Schick school playground included in revenues as the playground is anticipated to be built this year,
 - NWR donations for outdoor ed offsite classroom for Redwater school, gazebo at Namao school,
- and Crest donation for new science lab at Sturgeon Composite High School (7) Rental of Facilities: tower rentals are collected upfront.
 - (8) Fundraising: more fundraising revenue than anticipated.
- ^[9] Other Revenues: ALARIE insurance refund and WCB funding distribution credit received.

Expenditure

- (10) Instruction: mainly due to overspending in modernization expenses at SCHS (coming from SCHS operating reserves).
 - Classroom Improvement Fund (CIF) spending is at 78% and is anticipated to be spent by end of fiscal year.
- Nutrition program spending is at 57%. Unspent funding can be carried forward and utilized in 18-19 fiscal year.
 - (11) Plant Operations & Maintenance: when IMR is excluded, O&M variance is at 75%.
- (12) Transportation: variance of 91% mainly due to bus contractors' budget being prorated over 12 months and actual costs paid over 10 months.
 - If actual costs paid over 12 months, the variance would be 76%. It is over budget due to higher than budgeted diesel prices.
- 133] Board & Governance: savings mainly due to underspending in Business & Finance in supplies, professional & contractual services and travel & subsistence at this time.



Date:

June 27, 2018

To:

Board of Trustees

From:

Ruth Kuik, Associate Superintendent, Education Services

Subject:

Annual Report re: Off-Campus Education

Background

In accordance with Policy F/I/11, the attached information has been submitted related to the Off-Campus Education programs offered in the Division's high schools in 2017-2018.

Recommendation

That the Board of Trustees receive as information this report with respect to Off-Campus Education programs offered in the Division's high schools in 2017-2018.



Redwater School OFF-CAMPUS EDUCATION 2017 - 2018

The Off-campus Education program at Redwater School consists of: the Work Experience Program both on and off campus, the Registered Apprenticeship Program (RAP) for students interested in trades, the Health Internship Program (HIP) for students interested in a health care career and the Green Certificate Program for those students with interest in training for an agricultural occupation.

This year one student completed their Childhood Early Learning.

25 students are currently earning work experience credits at the following locations:

Achti's Restaurant

Altaland Equipment

Sales

Burger Baron

Crimson Creek Café Dodge (Redwater)

DRIFT

Duperron Enterprises

Finnegan Farms

Fortis Alberta

Home Hardware

IGA

KimberAna House

Little Steps Day Care

Planmondon Whitesands

Prarie Concrete

Pyramid Corporation

Redwater Golf Course

Redwater School

RKS Oilfield

Subway

Shane's Pharmacy

The Review - Redwater

Town of Redwater

One student will receive 30 credits in RAP for Power Lineman. Five students are currently actively planning for a 2018-19 RAP placement. (This involves participation in work experience, aligning 30 level courses to be taken in Grade 11 or Distance Learning and completing applications.) Of note, a student has an interview with Dow.

Finally, one student has completed and earned credits in the Green Certificate Program in Cattle (earning 16/16 credits this year). We have two students interested in pursuing a Green Certificate.

Off Campus Education Programs 2017-18 - Sturgeon Composite High School and Learning Centres

The Off-campus Education program consists of the Work Experience Program, both on and off campus. This includes the Registered Apprenticeship Program (RAP), the Emergency Protective Services Firefighting Program, the Alberta Agriculture Green Certificate Program, and the St. Albert RCMP Youth Academy. These programs offer students opportunities to explore career goals while obtaining high school credits.

In the 2017/18 year, students enrolled in approximately 170 off-campus courses at Sturgeon Composite High School and 17 courses at Learning Centres. Overall, Sturgeon Composite High School students will earn approximately 1250 credits through off-campus/work experience programs including the summer programs. Learning Centre students will earn an additional 170 Work Experience/RAP credits. Our list of supportive employers includes many businesses throughout St. Albert, Redwater, Morinville, Fort Saskatchewan, Bon Accord, Gibbons, and Edmonton.

Throughout the regular school year approximately 30 students were involved in apprenticeship training in trades such as Welder, Sheet Metal Technician, Instrumentation Technician, Electrician, Mechanic, Millwright, Heavy Equipment Technician, Cook and others. These students worked at local companies including Pyramid Corporation, Agriterra, Sturgeon Rewind, as well as The Lawnmower Hospital and Stahl-Peterbilt. RAP students are encouraged to begin RAP programs closer to their graduation year and may extend the program into the summer and, if necessary, the semester after their high school graduation in a "RAP Extended" program. There will be approximately 20 students involved in RAP programs over the summer months.

Many other students were employed in a variety of off-campus work environments at local businesses including Sobey's, Tim Hortons, McDonalds, Boston Pizza, the City of St. Albert, Prairie Gardens and Jurassic Forest and earned work experience credits to gain employment skills and meet diploma and certificate requirements. Sturgeon students continue to take part and earn credits in our community summer volunteer programs including Fostering Leadership in Youth (FLY) program in Gibbons and Sturgeon County's Job Experience Training (JET) program. Twenty students worked on-site with teachers in classes such as Welding, Phys. Ed., Music, Cooking, Construction and the Crest project.

This year, Sturgeon County Fire Fighters has seven SCHS students involved in training and volunteering within the community, learning and working towards International Professional Firefighting accredited 1001 courses, Level One and Level Two. As well, we were pleased to have six students take part in the St. Albert RCMP Youth Academy over Spring Break. The 2018 Academy will be the final year that the St. Albert RCMP Youth Academy will be hosted within our community.

We are beginning to see more interest and enrolment in the Alberta Agriculture's Green Certificate Program. Alberta Education began funding this program in September 2018, which has reduced the financial barrier. This year we have three students enrolled in the Equine program; one has already began testing, while others will begin testing early next year.

We continue to encourage both students and employers to explore off-campus programs. We offer a coordinated program integrating our Hairstyling, Welding, Cooking, Mechanics and Construction programs with our off-site RAP programs. Work Experience and RAP presentations are offered during classes and parent information sessions.

2017/18	SCHS Course Enrolment	Learning Centres Course Enrolment	SCHS TOTAL CREDITS	MLC / SLC TOTAL CREDITS	SCHS/SLC/MLC TOTAL CREDITS
Term 1	76 (13 RAP)	4 (1 RAP)	345	52	397
Term 2 (Proj.)	84 (11 RAP)	12 (3 RAP)	555	75	630
Term3/4 (Proj.)	40 (18 RAP)	10 (2 RAP)	350	50	400
Yearly Total - (Proj.)			1250	177	1427

^{**} All numbers are approximate



THE CITY OF EDMONTON

OFFICE OF THE CITY MANAGER

3RD FLOOR, CITY HALL 1 SIR WINSTON CHURCHILL SOUARE EDMONTON, ALBERTA, CANADA T5J 2R7 PHONE: (780) 498-8222 FAX: (780) 496-8220

September 23, 2014

Reference No. DR-1060

Peter Tarnawsky Chief Administrative Officer Sturgeon County 9613-100 Street Morinville, AB T8R 1L9

Dear Mr. Tarnawsky,

RE: Formal Notice of the City of Edmonton Annexation Application

On September 23, 2014, Edmonton City Council authorized the City of Edmonton's (the "City") Administration to proceed with a notice of annexation.

The purpose of this letter is to fulfil the requirements of Section 116 of the *Municipal Government Act* ("MGA") and to initiate an annexation application for the areas on the attached map. By copy of this letter, all affected authorities as required by Section 116 of the MGA have been notified.

NOTIFICATION

This notification is being sent to you as the municipal authorities from which the land is to be annexed, to the Municipal Government Board, the Capital Region Board and all relevant local authorities as defined in Section 1(1)(m) of the MGA.

DESCRIPTION OF LANDS TO BE ANNEXED

Appendix 1 contains a map and a description of the lands that are the subject of this proposed annexation. The City of Edmonton seeks to annex those lands identified in red.

REASONS FOR THE PROPOSED ANNEXATION

Appendix 2 contains a summary of the reasons for the proposed annexation. A complete justification for the annexation will be provided as part of the report required under sections 118 and 119 of the MGA.

PROPOSALS FOR CONSULTING WITH THE PUBLIC AND LANDOWNERS

Appendix 3 contains the proposed public consultation program.

AUTHORIZATION

Appendix 4 includes a copy of the City Council decision with respect to this notice, which authorizes the City's Administration to proceed with the notice of annexation. Appendix 5 includes a copy of the motion from Sturgeon County's Municipal Council where Sturgeon

County authorized their administration to initiate the process of a municipal boundary adjustment with the City of Edmonton with respect to the lands that are the subject to this Notice of Annexation.

NEGOTIATION / MEDIATION COMMITTEE

In order to address the requirements of Section 117 of the MGA, members of a negotiation / mediation committee (political and administrative) will be appointed by City Council.

ADDITIONAL NOTICE TO THE MUNICIPAL GOVERNMENT BOARD

Appendix 6 contains an expanded list of authorities that may be affected by the proposed annexation. These additional authorities have not been copied on this letter but are listed as required by Section 6.1 of the Municipal Government Board's Annexation Procedure Rules (effective January 1, 2013).

Should you have any further questions with respect to the proposed annexation, please contact Peter Ohm by telephone at 780-496-6215 or by email at peter.ohm@edmonton.ca.

Yours truly,

S.C. Farbrother, MCIP, RPP, MA

City Manager

SF/KLD

Enclosures

c: Ken Lesniak, Chairman/Executive Officer, Municipal Government Board
Doug Lagore, Chief Executive Officer, Capital Region Board
Deputy Minister Barry Day, Alberta Infrastructure
Deputy Minister Andre Corbould, Alberta Transportation
Laura Tomko, Properties Officer, CFB/ASU Edmonton, National Defence

DESCRIPTION OF LANDS TO BE ANNEXED

The lands proposed for annexation to the City of Edmonton are described on the attached map forming part of Appendix 1, including all titles and road plans that lie within listed Sections unless otherwise stated, and are described as follows:

LANDS WITHIN STURGEON COUNTY

PLAN 1121688, AREA "A"

CONTAINING 15.70 HECTARES (38.80 ACRES)

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

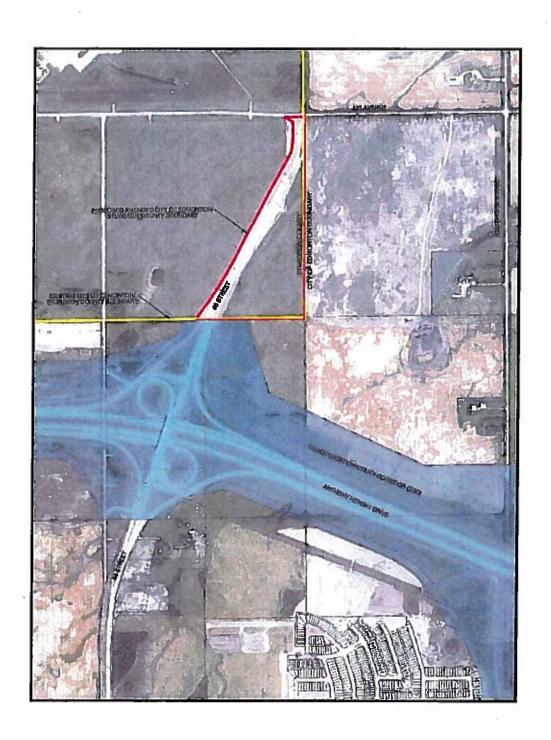
A) PLAN 1322333 RIGHT OF WAY 3.83 9.46

EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 11.87

HECTARES (29.33 ACRES) MORE OR LESS

PLAN 1322333, AREA "C"
CONTAINING 3.83 HECTARES (9.46 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 3.83
HECTARES (9.46 ACRES) MORE OR LESS

PLAN 1123582, AREA "B"
CONTAINING 0.432 HECTARES (1.07 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.432
HECTARES (1.07 ACRES) MORE OR LESS



ANNEXATION JUSTIFICATION

The *Municipal Government Act* in Section 116 (2) (b) requires, as part of a written notice of a proposed annexation, that the notice "set out the reasons for the proposed annexation". The following is an **overview** of the context and major reasons why the City of Edmonton is pursuing annexation of the lands identified on the map of proposed annexation areas. Further and more detailed annexation justification will be provided as part of the report to be prepared describing the results of the annexation negotiation / mediation, and public consultation processes.

The annexation justification is based on the following rationale:

At the current time, 66 Street NW between Anthony Henday Drive and 195 Avenue NW is constructed on land owned by the Province within Sturgeon County. The remainder of 66 Street NW is owned and maintained by the City of Edmonton as it is within the City of Edmonton's current municipal boundary. The purpose of this request is to proceed with a boundary adjustment to relocate the City of Edmonton / Sturgeon County boundary such that 66 Street NW and its right of way are wholly included within the City of Edmonton. The intent is that the City of Edmonton would then assume the operation and maintenance of the 66 Street NW arterial roadway in perpetuity. 66 Street NW will serve current and future development in the Edmonton Energy and Technology Park.

In addition to the 66 Street NW roadway itself, the boundary adjustment would include an undeveloped triangle shaped parcel located east of the constructed 66 Street NW and north and west of the existing City/County boundary.

The triangular shaped parcel is deemed to be undevelopable due to development restrictions imposed by the Department of National Defence, which limits the height of any structure to less than 1.8 m in this location. The intent is that this parcel will remain undeveloped except for the construction of a section of eastwest collector roadway to service the industrial land east of the existing City/County boundary. The collector roadway would intersect with 66 Street NW approximately 400 metres north of Anthony Henday Drive and 200 metres south of 195 Avenue NW. This intersection spacing would allow for the development of an all-directional intersection along 66 Street NW, with potential access to lands to the east as well as to the lands in the County to the west, if desired.

On July 8, 2014, the Municipal Council for Sturgeon County authorized their Administration to initiate the process of a municipal boundary adjustment with the

City regarding the lands which the City seeks to annex. A copy of the authorization is included in Appendix 5.

Conclusion

This **overview** forms the initial justification for the proposed annexation boundary to facilitate negotiations and mediation with Sturgeon County, and for public consultation. Further and more detailed annexation justification will occur as part of the annexation negotiations and public consultation processes, providing the basis for the City of Edmonton's annexation application to the Municipal Government Board.

PROPOSED PUBLIC CONSULTATION PROGRAM

Section 116 (2) (c) (i) and (ii) requires that the notice for an annexation must include proposals for consulting with the public and meeting with the owners of the land to be annexed and keeping them informed about the progress of the negotiations. The City of Edmonton will undertake a consultation process to inform, update, and allow stakeholders and residents the opportunity to express their opinions regarding the proposed annexation of the subject lands.

The following public consultation program is proposed in order to meet this requirement of the *Municipal Government Act*.

1. Website

The City of Edmonton will have a website to provide the general public with easy access to information. The website will utilize a Frequently Asked Questions format and includes a mechanism for contacting staff representatives from the City of Edmonton or Sturgeon County. Links to each municipality's website will be included.

2. Mailing Lists

The lands that are proposed to be acquired by the City of Edmonton are owned by one land owner, Alberta Infrastructure.

The City of Edmonton and Sturgeon County will be working directly with Alberta Infrastructure to keep them informed and address any questions or concerns.

A second mailing list includes land owners within a specified distance from the annexation areas. A third mailing list has been established for members of the public and other parties who have expressed an interest in the annexation.

3. Open Houses

A Joint Open House session is planned and would be hosted by representatives from the City of Edmonton and Sturgeon County. This Open House will allow members of the public to learn about the proposed boundary adjustment and provide feedback.

4. Newsletter Mail Outs

Direct and electronic mail outs are envisioned to individuals on the mailing lists during the public consultation processes. These joint mail outs are intended to assist in sharing of information related to the boundary adjustment, informing interesting parties of public engagement opportunities, establishing contact with other affected stakeholders and providing an opportunity for feedback.

Newspaper Advertisements

All open houses will be advertised in the Edmonton Journal and a newspaper within Sturgeon County. Advertisements will also be posted on the City of Edmonton's annexation website.

Summary of the Public Consultation Program

A summary will be included in the report to the Municipal Government Board as required in Sections 118 and 119 of the *Municipal Government Act*.

AUTHORIZATION BY CITY OF EDMONTON

On September 23, 2014, City Council passed the following Motions:

- 1. That Attachment 1 to the September 23, 2014, Sustainable Development verbal report be added to the September 23, 2014, City Council meeting agenda.
- 2. That annexation of the land identified in Appendix 1 of Attachment 1 to the September 23, 2014, Sustainable Development verbal report be initiated and that written notice of the proposed annexation be given pursuant to section 116 of the Municipal Government Act.
- 3. That the September 23, 2014, Sustainable Development verbal report and presentation remain in private pursuant to sections 21, 24 and 25 of the Freedom of Information and Protection of Privacy Act, and that Attachment 1 to the September 23, 2014, Sustainable Development verbal report be made public.

AUTHORIZATION BY STURGEON COUNTY



9613 - 100 Street

Morinville, AB T&R 1L9

County Centre 780-939-4321

Toll Free 1-866-939-9303

Fax 780-939-3003

www.sturgeoncounty.ca

July 15, 2014

City of Edmonton
Office of the City Manager
3rd Floor, City Hail
1 Sir Winston Churchill Square
T5J 2R7

Dear Mr. Simon Farbrother - City Manager,

Re: Request to Initiate Municipal Boundary Adjustment Process – 66 Street

This letter is to inform you that on July 8 2014, Sturgeon County Council considered the City of Edmonton's request regarding boundary adjustments, as outlined within the letter dated June 26, 2014. Based upon this discussion, the Council carried the following motion unanimously:

That County Council authorizes Administration to initiate the process of a municipal boundary adjustment to incorporate land (approximately +/- 40 acres) in the vicinity of 66 Street north of Anthony Henday Drive into northeast Edmonton, in the location as presently in Attachment 1 (66th Street Map).

Please contact Collin Steffes, Associate General Manager – Planning and Economic Development at 780-939-4321, to initiate the application.

Best regards,

For Peter Tarnawsky

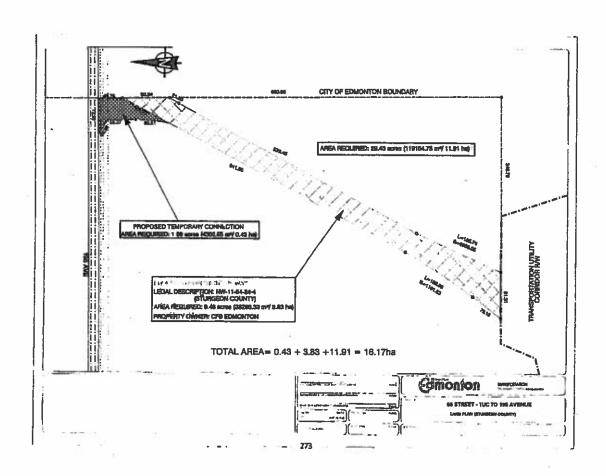
County Commissioner/CAO

PT/kp

Attachment: 66th Street Map

c. Mayor Tom Flynn, Sturgeon County Brian Hartman, Sturgeon County Leslie Chivers, Sturgeon County Clayton Kittlitz, Sturgeon County Ian Mackay, Sturgeon County Collin Steffes, Sturgeon County

Tim Brockelsby, City of Edmonton Gilbert Davis, City of Edmonton Gord Jackson, City of Edmonton Scott Mackie, City of Edmonton Peter Ohm, City of Edmonton Kristine Whalen, City of Edmonton



MINUTES OF THE REGULAR COUNCIL MEETING HELD ON JULY 8 PAGE 1

MINUTES OF THE REGULAR COUNCIL MEETING

JULY 8, 2014

STURGEON COUNTY, MORINVILLE, ALBERTA

A	CALL TO ORDER AND OTHER RELATED BUSINESS		
MEMBERS PRESENT:	Tam Flynn	∀ ayar	
	Ferd Caron	Div slop 1	
	Susan Evans	Div sion 2	
	Wayne Bokenfohr	Div sion 3	
	Karen Shaw	Division 6	
MEMBERS ABSENT:	Jerry Kaup	Division 4	
	Patrick Tighe	Div sion 5	
STAFF:	Peter Tarnawsky	County Commissioner (CAO)	
	lan McKay	General Manager, Integrated Growth	
	John Maysky	General Manager, Municipal Services	
	Rick Wojtkiw	General Manager, Corporate Support	
	Sheila Macaulay	Senior Communications Officer, Corporate Communications	
	Nanette Best	Legis ative Officer	

F.11

REQUEST FOR DECISION
REQUEST BY CITY OF
EDMONTON TO INITIATE
MUNICIPAL BOUNDARY
ADJUSTMENT PROCESS -66'' STREET SOUTH ACCESS
INTO EDMONTON ENERGY
AND TECHNOLOGY PARK

A Request for Decision pertaining to a Request by the City of Edmonton to initiate Municipal Boundary Adjustment Process – 66th Street South Access into Edmonton Energy and Technology Park was reviewed by Collin Steffes, Associate General Manager, Integrated Growth.

... continued

245/14

F. Caron MCVED:

That County Council authorizes Administration to initiate the process of a municipal boundary adjustment to incorporate land (approximately ± 40 acres) in the vicinity of 66 Street north of Anthony Henday Drive into northeast Edmonton, in the location as presented in Attachment 1 (66° Street Mac)

CARR ED UNANIMOUSLY .

ADDITIONAL NOTICE TO THE MUNICIPAL GOVERNMENT BOARD

Section 6.1 of the Municipal Government Board's Annexation Procedure Rules (effective January 1, 2013) requires that written notice to the Municipal Government Board under section 116(1)(b) of the *Municipal Government Act* must be accompanied by a list of the authorities that the City of Edmonton believes may be affected by the proposed annexation. The following list of authorities is provided in order to meet this requirement.

List of affected authorities that notice has been provided to by copy of this letter, as required by the *Municipal Government Act*:

- Municipal Government Board
- Capital Region Board
- Sturgeon County

List of authorities that may be affected, as required by the Municipal Government Board's Annexation Procedure Rules:

- Alberta Transportation
- Alberta Infrastructure
- AltaGas Utilities Inc.
- ATCO Electric
- ATCO Gas
- Department of National Defence
- Direct Energy Regulated Services
- ENMAX Energy Corporation
- EPCOR Distribution and Transmission Inc.
- EPCOR Energy Inc.
- Fortis Alberta Inc.
- TransAlta Utilities Corporation

