



Committee Meeting Agenda

June 13, 2018 – 4:30 p.m. – 6:00 p.m.

6:00 p.m. – 6:30 p.m. Meeting Recess

6:30 p.m. – Meeting Resumes

1. Call to Order

2. Consideration of Agenda

2.1 Additions/Deletions to Agenda

2.2 Approval of Agenda

3. Appointments

4. Approval of Committee Notes

4.1 Amendment/Correction of Notes

4.2 Approval of Committee Notes – May 9, 2018
(Including Committee Notes from the former Closed May 9,
2018 Committee of the Whole Meeting)

5. Presentations

6. Reports from Senior Administration

6.1 Staffing Updates

6.1.1 Certificated

6.1.2 Non-certificated

6.2 Educational Services Agreement – Alexander First Nation

6.3 Educational Services Agreement – Language Immersion
Sturgeon Public School Division Transported Students

7. Reports from Trustees and Standing Committees

7.1 Chair's Report

7.1.1 Lease Agreement – Town of Gibbons – Gibbons
School

7.1.2 Lease Agreement – Town of Gibbons – Bon Accord
Community School

7.2 Trustees Report

7.3 Building & Maintenance

7.3.1 Camilla Replacement School: Scope of Demolition

7.4 Finance & Human Resources

7.5 Education Policy

7.6 Advocacy Committee

7.7 Transportation

7.8 ATA Update

7.9 CUPE Update

8. Reports from Special Committees/Task Groups

8.1 Alberta School Boards' Association Zone 2/3

8.2 Public School Boards' Association of Alberta

8.3 Teacher Board Advisory Committee (Policy Advisory – ATA)

8.4 Labour Management Committee (Policy Review – CUPE)

8.5 Community Services Advisory Board

9. New Business

9.1 Policy Tracker

9.2 Policy D/I/6 – Appeals

9.3 Administrative Practice – Educational Services 2 –
Conditions Governing Awards of Grade 12 Scholarships

9.4 Locally Developed Courses Approval – Psychology -
Abnormal 35 (3 credits)

9.5 Alberta School Trustee Codes of Conduct

9.6 Central Office Modernization

9.7 July/August Committee of the Whole and Board Meetings

9.8 Transportation Information

10. Question Period

11. Unfinished Business

12. Information Items

13. Pending List

14. Adjournment



Notes of the Meeting of The Committee of the Whole Held at Morinville on May 9, 2018

Roll Call

Present were Trustees: Mr. Terry Jewell (Chair); Mrs. Tasha Oatway-McLay (Vice Chair); Mr. Joe Dwyer; Mrs. Misty Featherley; Mrs. Liz Kohle; Mrs. Janine Pequin; Mr. Shane Sherwin; Dr. Michèle Dick (Superintendent); Mrs. Iva Paulik (Secretary Treasurer); Mrs. Ruth Kuik (Associate Superintendent, Education Services); Mrs. Nisha Patel (Executive Assistant, Secretary Treasurer)

Absent: Mr. Thomas Holmes (Associate Superintendent, Human Resources & Leadership Support)

Call to Order

The Chair called the meeting to order at 6:40 p.m.

Consideration of Agenda

2.1 Additions/Deletions to Agenda

2.2 Approval of Agenda

Moved by Mrs. Oatway-McLay that the agenda be approved.

CARRIED 7/0

Appointments

3.1 LOGOS and French Immersion Program Review, Mr. Mark Lockwood, Director of Curriculum & Instruction, Sturgeon Public School Division

Mr. Mark Lockwood, Director of Curriculum & Instruction,
Sturgeon Public School Division, provided an update on the

LOGOS and French Immersion Programs within Sturgeon Public School Division.

Approval of Committee Notes

4.1 Amendment/Correction of Notes

4.2 Approval of Committee Notes

Moved by Mrs. Featherley that the notes of April 11, 2018 be approved.

CARRIED 7/0

Presentations

Reports from Senior Administration

6.0 Senior Admin Report

Administration presented a written and verbal report on behalf of Senior Admin on the following:

- Sturgeon Night of Art and Music
- Staff Long Service Recognition
- Sod Turning Event – Four Winds Public School
- Field Trips

Reports from Trustees and Standing Committees

7.1 Chair's Report

Trustee Jewell reported that he attended:

- Gibbons School Council Meeting
- ASBA Zone 2/3 Meeting

- Budget Meeting
- Town of Gibbons Joint Use Meeting – Landing Trail and Gibbons School as well as Before and After School Care Program

7.2 Trustees' Reports

Trustee Featherley (Morinville Area)

Trustee Featherley reported that she attended:

- Morinville Public School Council Meeting

Trustee Kohle (Bon Accord/Legal Area)

Trustee Kohle reported that she attended:

- Bon Accord Community School Council Meeting
- Town of Bon Accord Joint Use Meeting

Trustee Oatway-McLay (Cardiff/Garrison Area)

Trustee Oatway-McLay reported that she attended:

- ASBA Budget Webinar
- ASBA Zone 2/3 Meeting
- ATA/HR Meeting
- Central Office Tour (Modernization)

Trustee Pequin (Redwater/Coronado Area)

Trustee Pequin reported that she attended:

- Redwater School Council Meeting
- Town of Redwater Joint Use Meeting

Trustee Sherwin (Sturgeon Valley/West St. Albert Area)

Trustee Sherwin reported that he attended:

- Sturgeon Composite High School Council Meeting
- Morinville Rotary Meeting

7.3 Building

A verbal reports were provided on the following:

- Sturgeon Composite High School Modernization:
 - Painting of exterior of school.
- Morinville School Update:
 - Sod Turning Event on June 12, 2018.
- Camilla Replacement School:
 - Meeting with Elder, Edna Arcand, of Alexander First Nation regarding design of school.
 - Playground funding.
 - Solar panel grant.
 - Camilla Replacement School Meeting regarding hardware is scheduled for Tuesday, May 15, 2018.
- Central Office Modernization:
 - Meeting with Architect, Steve Bushnell, on Wednesday, June 13, 2018.
- Project Coordinator Update

7.4 Finance & Human Resources

No report was provided.

7.5 Education Policy

No report was provided.

7.6 Advocacy

No report was provided.

7.7 Transportation

No report was provided.

Reports from Special Committees/Task Groups

8.1 Alberta School Boards Association Zone 2/3

A verbal report was provided.

8.2 Public School Boards Association of Alberta

No report was provided.

8.3 Teacher Board Advisory Committee (ATA)

No report was provided.

8.4 Labour Management Committee (CUPE)

No report was provided.

8.5 Community Services Advisory Board

No report was provided.

New Business

9.1 Policy Tracker

The Policy Tracker was received as information.

9.2 Policy B/III/5 – Comments, Delegations and Presentations at Board Meetings and Board Regulation, Board 2 – Comments, Delegations and Presentations at Board Meetings

Moved by Mrs. Oatway-McLay that the Board of Trustees refer Policy B/III/5 – Comments, Delegations and Presentations at Board Meetings to the May 23, 2018 Board Meeting.

CARRIED 7/0

Moved by Mrs. Featherley that the Board of Trustees refer Board Regulation, Board 2 – Comments, Delegations and Presentations at Board Meetings to the May 23, 2018 Board Meeting.

CARRIED 7/0

9.3 Policy D/1/6 – Appeals

Moved by Mr. Jewell that the Board of Trustees refer Policy D/1/6 – Appeals to the June 13, 2018 Open Committee of the Whole Meeting.

CARRIED 7/0

9.4 Policy E/11/1 – Employee Expense Reimbursement

Moved by Mrs. Oatway-McLay that the Board of Trustees refer Policy E/11/1 – Employee Expense Reimbursement to the May 23, 2018 Board Meeting.

CARRIED 7/0

9.5 Policy E/IV/5 – Alcohol and Substances in the Workplace

Moved by Mr. Dwyer that the Board of Trustees refer Policy E/IV/5 – Alcohol and Substances in the Workplace to the Education Policy Committee.

CARRIED 7/0

9.6 Policy F/III/1 – Student Records Management

Moved by Mrs. Oatway-McLay that the Board of Trustees refer Policy F/III/1 – Student Records Management to the May 23, 2018 Board Meeting.

CARRIED 7/0

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

Moved by Mr. Jewell that the Board of Trustees refer the Sturgeon Public School Division DRAFT Three Year Education Plan 2018/19 2020/21 – Goals, Priorities and Strategies to the May 23, 2018 Board Meeting.

CARRIED 7/0

9.8 Locally Developed Courses Approval – Forensic Studies 25 & 35 (3 credits)

Moved by Mrs. Oatway-McLay that the Board of Trustees refer Locally Developed Courses Approval – Forensic Studies 25 & 35 (3 credits) to the May 23, 2018 Board Meeting.

CARRIED 7/0

9.9 Locally Developed Courses Approval – Military Studies 15 & 25 (3 credits)

Moved by Mrs. Oatway-McLay that the Board of Trustees refer Locally Developed Courses Approval – Military Studies 15 & 25 (3 credits) to the May 23, 2018 Board Meeting.

CARRIED 7/0

9.10 Locally Developed Courses Approval – Military Studies 25 & 35 (5 credits)

Moved by Mrs. Kohle that the Board of Trustees refer Locally Developed Courses Approval – Forensic Studies 25 & 35 (5 credits) to the May 23, 2018 Board Meeting.

CARRIED 7/0

9.11 Non-Resident Fee Schedule 2018 – 2019

Moved by Mrs. Kohle that the Board of Trustees refer the Non-Resident Fee Schedule 2018 – 2019 to the May 23, 2018 Board Meeting.

CARRIED 7/0

9.12 2018 – 2019 Budget Discussions

Moved by Mr. Jewell that the Board of Trustees refer 2018 – 2019 Budget Discussions to the Board Meeting on May 23, 2018.

Motion withdrawn by Mr. Jewell

Moved by Mr. Jewell that the Board of Trustees refer 2018 – 2019 Budget Discussions to the Budget Meeting on May 23, 2018.

CARRIED 7/0

Question Period

Unfinished Business

Information Items

Pending List

Adjournment

The meeting adjourned 8:36 p.m.

**Discussions on items are held at Committee of the Whole Meetings.
Decisions on items are made at Board Meetings.**



Committee of the Whole Memorandum

Date: June 13, 2018
To: Committee of the Whole
From: Senior Administration
Subject: Seniors' Report

MPS Affirmation

MPS has undertaken an exciting initiative by way of introducing a number of positive affirmations throughout the school.

Attached for Trustee information is an overview of the affirmations painted in significant locations throughout the school by MPS Staff. We congratulate them for their ongoing commitment to enhance the positive and welcoming environment at MPS.

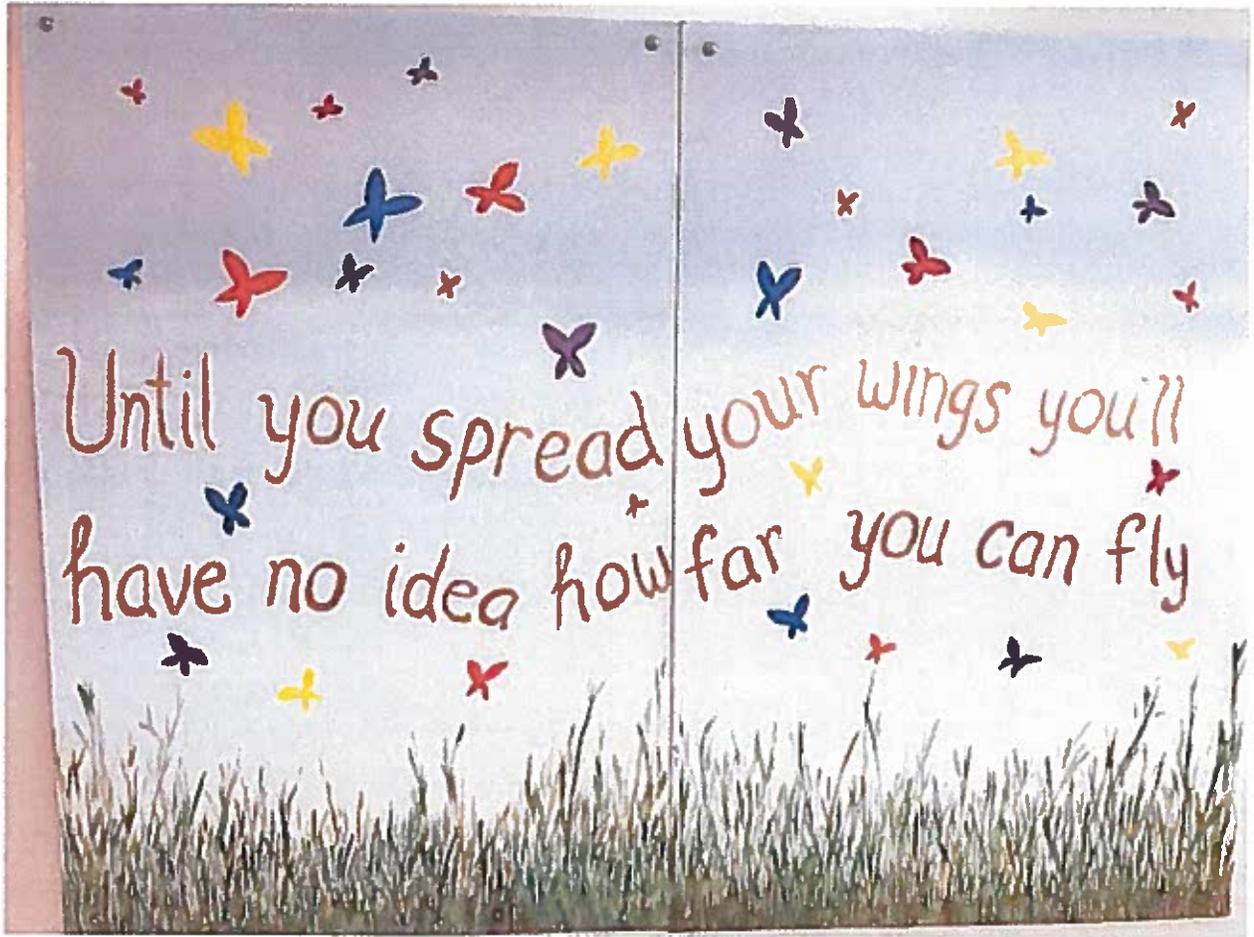
STEAM Games

Attached for Trustee information is the link for SPSD's 2nd Annual STEAM Games. This year's challenge was extremely successful and saw students from across the division working and competing together at SCHS. Congratulations to all those involved. Video link: <https://youtu.be/zLEwhkZWvZk>

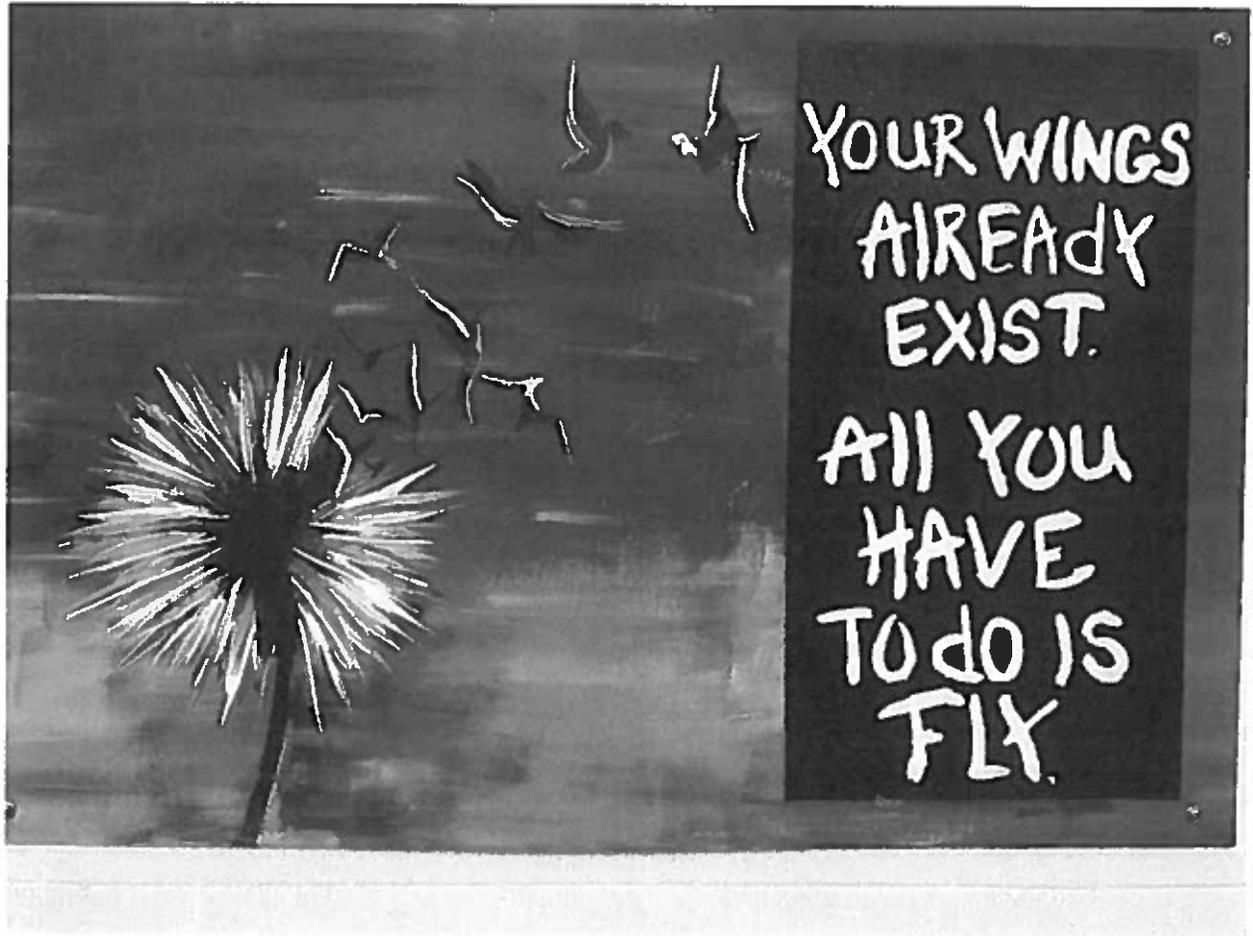


Kindness is Free
Sprinkle
that Stuff
Everywhere



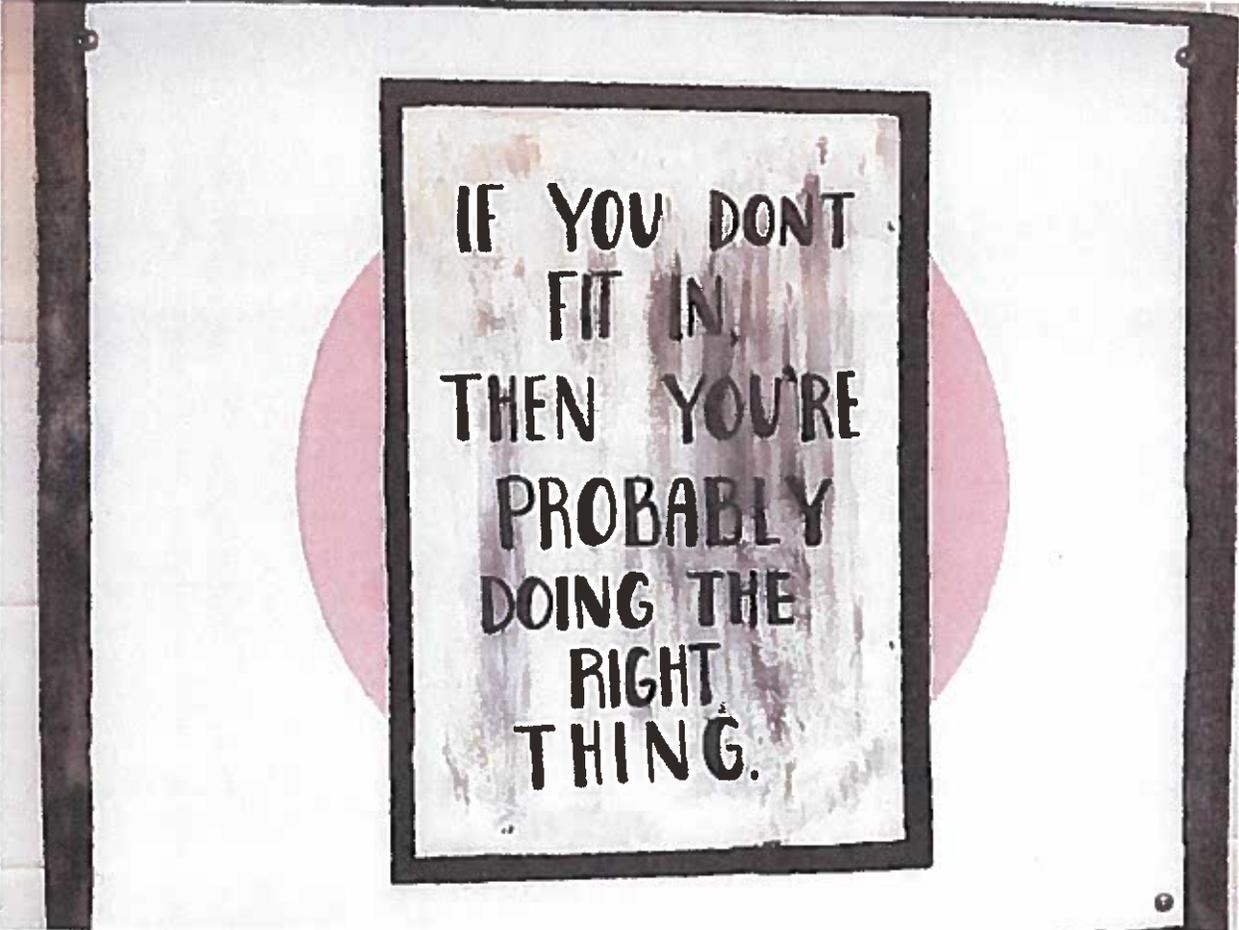


Until you spread your wings you'll
have no idea how far you can fly



YOUR WINGS
ALREADY
EXIST.

ALL YOU
HAVE
TO DO IS
FLY.



IF YOU DONT
FIT IN,
THEN YOU'RE
PROBABLY
DOING THE
RIGHT
THING.

Do not judge
my story by
the chapter
you walked
in on.
- Unknown



in a
World
where you can
be anything
be
Kind



The kids who need
THE MOST LOVE
will ask for it in
the most
unloving
of ways

You
might be the
first smile
your students see in the morning,
or the
first hug
they've had since Friday



Love
is the
**MOST IMPORTANT
JOB OF ALL**

You Are



Somebody's

Reason to

Smile



CHARACTER

is doing the right
thing when no one
is looking



We're all
in this
together

A hand-drawn poster on a white background. The background features a large, colorful watercolor wash in shades of blue, red, yellow, and green. The text is written in a black, outlined, hand-drawn font. The quote reads: "People are like glowsticks. Sometimes they have to break before they SHINE." The word "SHINE" is written in a larger, bolder font and is underlined with two parallel lines.

People are like
glowsticks. Sometimes
they have to break
before they **SHINE.**



Committee of the Whole Memorandum

Date: June 13, 2018
To: Committee of the Whole
From: Ruth Kuik, Associate Superintendent, Education Services
Subject: Fieldtrip Report

Field Trips

Board Policy F/II/2, "Field Trips" and Administrative Practice Administration 5, "Field Trip Operational Procedures" require that "the principal must have the approval of the Superintendent for field trips that are overnight or exceed two (2) school days and/or are outside of the Province of Alberta". The Administrative Practice further stipulates that "the Board shall be provided, as information, all field trips that are overnight and/or out-of-province".

Overnight:

Sturgeon Composite High School

June 7 – 9, 2018	Senior Girls and Boys Rugby Teams travel to Calgary for ASAA Rugby Provincial Championships.
March 25 – 31, 2019	"Approval in Principle" for 30 Instrumental, Choral and Guitar students to travel to Portland/Seattle to experience workshops, live concerts and interaction with world class artists.



Committee of the Whole Memorandum

Date: June 13, 2018

To: Committee of the Whole

From: Thomas Holmes, Associate Superintendent, Human Resources & Leadership Support

Subject: Certificated Staff – Staffing Update

A staffing update for Certificated staff is attached.

COW June 13, 2018

From: Thomas Holmes - Associate Superintendent
Subject: Report - Certificated Staffing Update - as of June 6, 2018

RETIREMENTS	POSITION	FTE
	ATA	1.000
RETURN FROM LOA	POSITION	FTE
	ATA	2.000
LOA (Temporary)	POSITION	FTE
CONTRACT EXTENSIONS	POSITION	FTE
NEW HIRES	POSITION	FTE
	ATA	1.000
FTE ADJUSTMENT	POSITION	FTE
OPEN COMPETITIONS	POSITION	FTE
APPOINTMENTS	POSITION	FTE
TERMINATED/RESIGNED	POSITION	FTE
	ATA	1.000



Committee of the Whole Memorandum

Date: June 13, 2018

To: Committee of the Whole

From: Thomas Holmes, Associate Superintendent, Human Resources & Leadership Support

Subject: Non-Certificated Staff – Staffing Update

A staffing update for Non-Certificated staff is attached.

COW June 13, 2018

From: Thomas Holmes - Associate Superintendent

Subject: Report - Non-Certificated Staffing Update - as of June 6, 2018

RETIREMENTS	POSITION	FTE
RETURN FROM LOA	POSITION	FTE
	GEC	1.000
LOA (Temporary)	POSITION	FTE
	CUPE	1.000
	GEC	0.875
CONTRACT EXTENSIONS	POSITION	FTE
	GEC	1.000
NEW HIRES	POSITION	FTE
	CUPE	2.5135
	GEC	1.000
FTE ADJUSTMENT	POSITION	FTE
	CUPE	0.9474
OPEN COMPETITIONS	POSITION	FTE
APPOINTMENTS	POSITION	FTE
TERMINATED/RESIGNED	POSITION	FTE
	CUPE	4.7215
	GEC	5.200



Committee of the Whole Memorandum

Date: June 13, 2018
To: Committee of the Whole
From: Michele Dick, Superintendent of Schools
Subject: Alexander First Nations Educational Services Agreement

Background:

Attached for Trustee review is a copy of the 2018-2019 Education Services Agreement between SPSD and Alexander Education Authority. A copy of this document has also been provided to the Alexander Director of Education and the Chief and Council for their review and approval.

The Sturgeon Superintendent and Alexander Director of Education have met on several occasions throughout the year to discuss various clauses in the agreement and at this evening's meeting the Superintendent will highlight various changes that are being recommended and which are supported by administration (Ref: Clause 4.1).

Recommendation:

That the Committee of the Whole review the 2018-2019 Education Services Agreement between SPSD and Alexander Education Authority and advise Senior Administration accordingly.

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__

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.
- 5.2 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
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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 First 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 2

EDUCATION FEE AND PAYMENT ARRANGEMENTS

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 Board shall pay to the Division:
 - 1.1 an education fee for each student at a rate of \$XXXXXX/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%.



Committee of the Whole Memorandum

Date: June 13, 2018
To: Committee of the Whole
From: Iva Paulik, Secretary Treasurer
Subject: Educational Services Agreement – Language Immersion – Sturgeon Public School Division Transported Students

As per the 2018 – 2019 Alberta Education Funding Manual, Section 1.20, Rural Transportation Funding, Allocation Formula:

“Allocation Criteria

2. Rural Transportation Funding:

- a) Funding shall be based on the eligible **distance** from the student’s residence to the nearest school in the attendance area or transportation service area in which the student resides.

If the student is directed by the **board** to attend another **school** for any of the following program considerations and the **school board at its discretion transports the student** to that school, transportation support shall be paid based on the **distance** from the student’s residence to the school to which the student was directed. The following is a list of program considerations:

- i. **Alternative French language programs** (including French immersion and bilingual programs) and **other language immersion programs;**

If a **board** directs a **funded student** to a **school** outside their jurisdiction for any of the program considerations above then an **educational service agreement** is required.”

Due to this criteria, Sturgeon Public School Division is required to enter into an education agreement.

COMMITTEE 6.3

Since the 2012 – 2013 school year, we have entered into an education agreement (parent provided) with the following school jurisdictions:

- Elk Island Public Schools
- Greater St. Albert Catholic Schools
- St. Albert Public Schools

Attached you will find draft Education Agreements for the 2018 – 2019 school year.

Recommendation:

That the Committee of the Whole review the draft Education Agreements and advise Senior Administration accordingly.

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 Secretary-Treasurer

Date: _____

Elk Island Public Schools

Per: _____

Date: _____

SCHEDULE A
2018-2019 School Year

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	ADDRESS	SCHOOL	JURISDICTION
Student 'A'	9	Sturgeon County	Ardrossan	Elk Island Public Schools
Student 'B'	11	Sturgeon County	Ardrossan	Elk Island Public Schools
Student 'C'	8	Sturgeon County	Ardrossan	Elk Island Public Schools
Student 'D'	10	Sturgeon County	Ardrossan	Elk Island Public Schools
Student 'E'	6	Sturgeon County	Ecole Park	Elk Island Public Schools
Student 'F'	5	Sturgeon County	Ecole Park	Elk Island Public Schools
Student 'G'	4	Sturgeon County	Ecole Park	Elk Island Public Schools
Student 'H'	4	Sturgeon County	Ecole Park	Elk Island Public Schools

Print date May 23, 2018

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:

Sturgeon School Division No. 24

Per: _____
Board Chair Secretary-Treasurer

Date: _____

Greater St. Albert Catholic Schools

Per: _____

Date: _____

SCHEDULE A

2018-2019 School Year

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 Alberta Education grant rates.

NAME	GRADE	ADDRESS	SCHOOL	JURISDICTION
Student 'A'	12	Sturgeon County	Ecole St.Marguerite	Greater St. Albert
Student 'B'	9	Sturgeon County	Georges H Primeau	Greater St. Albert
Student 'C'	7	Sturgeon County	Georges H Primeau	Greater St. Albert
Student 'D'	7	Sturgeon County	Georges H Primeau	Greater St. Albert
Student 'E'	11	Sturgeon County	Morinville Comp High School	Greater St. Albert
Student 'F'	11	Sturgeon County	Morinville Comp High School	Greater St. Albert
Student 'G'	4	Sturgeon County	Notre Dame School	Greater St. Albert

Print date May 23, 2018

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: _____

St. Albert Public Schools

Per: _____

Date: _____

SCHEDULE A

2018-2019 School Year

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 Alberta Education grant rates.

NAME	GRADE	ADDRESS	SCHOOL	JURISDICTION
Student 'A'	5	Sturgeon County	Leo Nickerson	St. Albert Public Schools
Student 'B'	1	Sturgeon County	Leo Nickerson	St. Albert Public Schools
Student 'C'	4	Sturgeon County	Leo Nickerson	St. Albert Public Schools
Student 'D'	4	Sturgeon County	Lois E Hole	St. Albert Public Schools
Student 'E'	2	Sturgeon County	Lois E Hole	St. Albert Public Schools
Student 'F'	7	Sturgeon County	Lois E Hole	St. Albert Public Schools
Student 'G'	5	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'	5	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'	3	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

Student 'Z' 9 Lancaster Park Sir George Simpson St. Albert Public Schools
Student 'A2' 9 Morinville Sir George Simpson St. Albert Public Schools

Print Date May 23, 2018



Committee of the Whole Memorandum

Date: June 13, 2018
To: Committee of the Whole
From: Iva Paulik, Secretary Treasurer
Subject: Lease Agreement: Town of Gibbons – Gibbons School

Background:

A Lease Agreement between the Board of Trustees and the Town of Gibbons for an out of school care program at Gibbons School has been approved annually since the 2011-2012 school year.

It is the intention of the Town of Gibbons and Gibbons School Administration to continue providing out of school care in Gibbons School. The current lease expired June 30, 2017.

Attached is a draft Lease Agreement with the Town of Gibbons with respect to Room 107 at Gibbons School, for an Out of School Care Program for the 2018 – 2019 school year.

Recommendation:

That the Committee of the Whole review the draft Lease Agreement with the Town of Gibbons for an Out of School Care Program at Gibbons School for the 2018 – 2019 school year and advise Senior Administration accordingly.

COMMITTEE 7.1.1

Between:

**The Board of Trustees of
Sturgeon School Division No. 24**

and

The Town of Gibbons

Gibbons School

LEASE AGREEMENT

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This Lease Agreement 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 007, Gibbons School
- d. Rent: The sum of \$7300.00 for the term.
- e. Term: 1 year, 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 2019.
- f. Floor area of Premises: 900 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 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 1 school year commencing on the 1st day of September 2018 and ending on the 30th day of June 2019.

In the event that the leased space is required by the Landlord for instructional purposes, the lease can be terminated with sixty days’ notice to the Tenant. The determination of what space is required for instructional purposes rests solely with the Landlord.

In the event that the leased space is not required by the Tenant, the lease can be terminated with sixty days’ 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 \$7300.00 for the term;

The annual rent shall be paid in 10 equal monthly installments of \$730.00 commencing the 1st day of September 2018. The Tenant shall furnish to the Landlord at the beginning of each year of the term a series of postdated cheques for each of the monthly installments of rent falling due within such year. The Tenant shall pay interest on all arrears of rent and other sums payable under this Lease at the rate of 18% per annum computed from the date of default until payment is made.

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 Liabilities

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.

- 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 Landlord Repair

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

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 Use

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.

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 statutes, 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

- 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

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.

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.

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.

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.

Sturgeon School Division No. 24

Per: _____
Board Chair

Secretary-Treasurer

Town of Gibbons

Per: _____
Signature

Name and Position



Committee of the Whole Memorandum

Date: June 13, 2018
To: Committee of the Whole
From: Iva Paulik, Secretary Treasurer
Subject: Lease Agreement: Town of Gibbons – Bon Accord Community School

Background:

A Lease Agreement between the Board of Trustees and the Town of Gibbons for an out of school care program at Bon Accord Community School has been approved annually since the 2011-2012 school year.

It is the intention of the Town of Gibbons and Bon Accord Community School Administration to continue providing out of school care in Bon Accord Community School. The current lease expired June 30, 2017.

Attached is a draft Lease Agreement with the Town of Gibbons with respect to Room 202 at Bon Accord Community School, for an Out of School Care Program for the 2018 – 2019 school year.

Recommendation:

That the Committee of the Whole review the draft Lease Agreement with the Town of Gibbons for an Out of School Care Program at Bon Accord Community School for the 2018 – 2019 school year and advise Senior Administration accordingly.

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 \$5871.00 for the term.
- e. Term: 1 year, 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 2019.
- 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 1 school year commencing on the 1st day of September 2018 and ending on the 30th day of June 2019.

In the event that the leased space is required by the Landlord for instructional purposes, the lease can be terminated with sixty days’ notice to the Tenant. The determination of what space is required for instructional purposes rests solely with the Landlord.

In the event that the leased space is not required by the Tenant, the lease can be terminated with sixty days’ 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 \$5871.00 for the term;

The annual rent shall be paid in 10 equal monthly installments of 587.10 commencing the 1st day of September 2018. The Tenant shall furnish to the Landlord at the beginning of each year of the term a series of postdated cheques for each of the monthly installments of rent falling due within such year. The Tenant shall pay interest on all arrears of rent and other sums payable under this Lease at the rate of 18% per annum computed from the date of default until payment is made.

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 Liabilities

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.

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 Landlord Repair

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

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 Use

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.

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 statutes, 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

- 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 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 insure 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.

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.

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.

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.

Sturgeon School Division No. 24

Per: _____
Board Chair

Secretary-Treasurer

Town of Gibbons

Per: _____
Signature

Name and Position



Committee of the Whole Memorandum

Date: June 13, 2018
To: Committee of the Whole
From: Michèle Dick, Superintendent
Subject: Policy Tracker

Background:

Attached for Trustee information is the 2017 – 2018 SY Policy Tracker.



POLICY TRACKER (School Year 2017-2018)

Policy Number	Policy	Board Direction to Proceed (COW)	Committee Review	Policy Advisory Committee (PAC) Review	Final Draft Review	Recommendation to Approve
August-17						
			<ul style="list-style-type: none"> o COW o Education o Bldg o HR o Transportation o O & M 		Committee of the Whole	Public Board
September-17						
I/1	Student Transportation Services	2017-Sept-13	Ref. from Aug. 23/17 PB			Approved 2017-Sept-27
October-17						
November-17						
D/II/11	Agencies Interviewing Students at School	2017-Nov-8				Rescinded 2017-Nov-22
E/IV/2	Trustee Renumeration and Expense Reimbursement	2017-Nov-8 2018-Aug-22 2018-Nov-28	Forwarded to Brd Retreat Jan 2018			Approved 2017-Nov-22
F/II/05	Healthy School Communities	2017-Nov-8				Approved 2017-Nov-23
G/II/05	Child Abuse and Neglect Prevention	2017-Nov-8				Approved 2017-Nov-23
December-17						
January-18						
B/III/4	Communications	2018-Jan-17				Approved 2018-Jan-31
B/IV/2	Board-Staff Communication	2018-Jan-17				Approved 2018-Jan-31
B/IV/3	Media and Public Relations	2018-Jan-17				Rescinded 2018-Jan-31



POLICY TRACKER (School Year 2017-2018)

Policy Number	Policy	Board Direction to Proceed (COW)	Committee Review		Policy Advisory Committee (PAC) Review	Final Draft Review		Recommendation to Approve
			COW	Education		Bldg	HR	
January-18 cont'd								
D/II/02	School Operation in Emergency	2018-Jan-17	Ref. from Mar 22/17 PB					
D/II/08	School Buildings Alternative Utilization or Closure	2018-Jan-17	Ref. from Mar 22/17 PB					Approved 2018-Jan-31
D/II/09	School Inlement Weather Policy	2018-Jan-17	Ref. from Mar 22/17 PB					Rescinded 2018-Jan-31
F/II/02	Challenge of Learning Resources	2018-Jan-17	Ed Policy 2017-Sept.					Approved 2018-Jan-31
F/II/13	Controversial Issues in Education	2018-Jan-17						Approved 2018-Jan-31
G/II/08	Crisis and Critical Incidents	2018-Jan-17						Approved 2018-Jan-31
I/03	Inlement Weather	2018-Jan-17	Ref. from Mar 22/17 PB					Approved 2018-Jan-31
I/49 E/IV/3	Cell Phone Use	2018-Jan-17	Apr 11/18 - CoW(FI only)					Approved 2018-Jan-31 2018-Feb-28
February-18								
E/IV/4	Employee Absences	2018-Feb-14						Approved 2018-Feb-28
F/II/4	Copyright	2018-Feb-14						Approved 2018-Feb-28
F/IV/1	School Attendance Policy	2018-Feb-14						Approved 2018-Feb-28
March-18								
D/II/11	Public Interest Disclosure (Whistleblower)	2018-Mar-14						Approved 2018-Mar-28
D/III/1	Equity, Diversity Inclusion and Human Rights	2018-Mar-14						Approved 2018-Mar-28
D/III/2	Sexual Orientation, Gender Identity and Gender Expression	2018-Mar-14						Approved 2018-Mar-28
F/IV/4	Student Conduct	2018-Mar-14						Approved 2018-Mar-28



POLICY TRACKER (School Year 2017-2018)

Policy Number	Policy	Board Direction to Proceed (COW)	Committee Review	Policy Advisory Committee (PAC) Review	Final Draft Review	Recommendation to Approve
April-18						
F/II/8	French Language Programs and Languages Other than French or English	2018-Apr-11				Approved 2018-Apr-25
F/II/11	Off-Campus Education	2018-Apr-11				Approved 2018-Apr-25
I/I	Student Transportation Fees and Board Regulation Transportation 2 Student Transportation Fees	2018-Apr-11				Approved 2018-Apr-25
May-18						
B/III/5	Comments, Delegations and Presentations at Board Meetings	2018-May-9				Approved 2018-May-23
D/II/6	Appeals	2018-May-9 2018-June-13				
E/II/1	Employee Expense Reimbursement	2018-May-9				Approved 2018-May-23
E/IV/5	Alcohol and Substances in the Workplace	2018-May-9 2018-Oct-10	Next Ed. Policy Committee Mtg			
F/III/1	Student Records Management	2018-May-9				Approved 2018-May-23
June-17						



Committee of the Whole Memorandum

Date: June 13, 2018

To: Committee of the Whole

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 May 9, 2018 Committee of the Whole meeting Trustees forwarded Policy D/I/6 Appeals to this evening's Committee of the Whole meeting. Associated Board Regulation Administration 2 – Appeals, and associated Administrative Practice Administration 19 – Appeals are also attached for ease of reference.

Recommendation:

That the Committee of the Whole review Policy D/I/6 Appeals and advise Senior Administration accordingly.



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, ~~he/she~~ **the individual** would direct the concern to the administrator of the school or to the appropriate department manager/supervisor.

2.1.1 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 ~~his or her~~ **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

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/1/6 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**
- ~~1.2.~~ Call for any Conflict of Interest Disclosures**
- ~~2.3.~~ Agenda Consideration and Approval**
- ~~3.4.~~ Motion to Go-in-Camera**
- ~~4.5.~~ Introduction by Superintendent**
- ~~5.6.~~ Outline of Procedure - Chair**
- ~~6.7.~~ Superintendent's and/or Representative's Presentation**
- ~~7.8.~~ Trustee Questions of Superintendent and/or Representative**
- ~~8.9.~~ Applicant's and/or Representative's Presentation**
- ~~9.10.~~ Trustee Questions of Applicant and/or Representative**
- ~~10.11.~~ Recess if Desire**
- ~~11.12.~~ Superintendent's and/or Representative's Rebuttal**
- ~~12.13.~~ Applicant's and/or Representative's Rebuttal**
- ~~13.14.~~ Opportunity for Questions by Trustees**
- ~~14.15.~~ Deliberations by the Board in Closed Session**
- ~~15.16.~~ Call all Parties back to Meeting**
- ~~16.17.~~ Motion to Go-Out-of-Camera**
- ~~17.18.~~ Board Decision by Motion and Vote**
- ~~18.19.~~ Adjournment**



Committee of the Whole Memorandum

Date: June 13, 2018

To: Committee of the Whole

From: Ruth Kuik, Associate Superintendent, Education Services

Subject: Administrative Practice: Educational Services 2 –
Conditions Governing Awards of Grade 12 Scholarships

Background:

Attached for Trustee information is Draft Administrative Practice: Educational Services 2 – Conditions Governing Awards of Grade 12 Scholarships with suggested revisions.

As Sturgeon Public School Division has entered into Dual Credit Contracts with post-secondary institutions, these courses are now included in the eligible programs used in calculation of scholarships. This change is supported by the Superintendent, and is provided to the Board for information.

Recommendation:

That the Committee of the Whole accept as information amended Administrative Practice Educational Services 2 – Conditions Governing Awards of Grade 12 Scholarships.

COMMITTEE 9.3



EDUCATIONAL SERVICES 2 – Conditions Governing Awards of Grade 12 Scholarships

Date: May 1, 2006 Revised: ~~April 3, 2017~~ May 4, 2018

Responsible Administrator: Associate Superintendent, Education Services

1.0 RATIONALE

Students of Sturgeon School Division are eligible for a \$1,000.00 scholarship from the Division upon completion of their scholarship year.

2.0 PROCESS

The Associate Superintendent, Education Services will be responsible for maintaining this administrative practice and for identifying the students who qualify for this scholarship.

3.0 GUIDELINES

A scholarship of \$1,000.00 will be awarded to all grade 12 students who meet the following guidelines:

- 3.1 Have attended a Sturgeon school in the school year for which the scholarship is awarded;
- 3.2 Have earned at least 30 credits in Grade 12 level courses at a high school in the Division;
- 3.3 Qualify for a High School Diploma;
- 3.4 Have an average of 80% based on the student's highest marks at the Grade 12 level in 25 credits;

Five of these credits must be English.

Five (5) one-credit CTS courses at the 3000 series can be combined and used as an option, with the average marks of the five (5) CTS courses constituting one of the other subjects at the grade 12 level.

A maximum of 5 credits in any of the following programs may be used:
Dual Credit, RAP, Work Experience and Special Projects.

Green Certificate credits are excluded.

References: *Board Policy: F/III/3 – Awards Policy*



EDUCATIONAL SERVICES 2 – Conditions Governing Awards of Grade 12 Scholarships

Date: May 1, 2006 Revised: ~~April 3, 2017~~ May 4, 2018

Responsible Administrator: Associate Superintendent, Education Services

Alberta Distance Learning Center (ADLC) courses administered at a high school in the Division may be considered as part of the credits referenced in 3.2.

Results of Diploma Appeal Examinations will be accepted with the onus being on the students to notify the school of the results of the appeal prior to September 1st of the scholarship year.

The mark used for determining eligibility is the final mark awarded to the student on the Alberta Education Results Statement.

- 3.5 Enroll in a full-time program of studies at a university or post-secondary educational institution, or enroll in an apprenticeship program, within fifteen (15) months after high school graduation.
- 3.6 Obtain between September 15-30 for the Fall Term or January 15–31 for the Winter Term, confirmation of enrollment at a university or other post-secondary institution, or enrolment in an apprenticeship program. The confirmation of enrollment is to be submitted to the Executive Assistant to the Associate Superintendent, Education Services by October 15th or February 15th, appropriate to the registered term. Such confirmation shall be required prior to the issuance of a student's scholarship cheque.
- 3.7 Apply for the scholarship by September 30th of the calendar year in which the student graduates from high school.
- 3.8 The scholarship shall be payable to the student and presented at their school's annual awards night or following their confirmation of enrolment at a university or recognized post-secondary institution, or enrolment in an apprenticeship program.

References: *Board Policy: F/III/3 – Awards Policy*



Committee of the Whole Memorandum

Date: June 13, 2018

To: Committee of the Whole

From: Ruth Kuik, Associate Superintendent, Education Services

Subject: **Locally Developed Course Approval** –
Psychology – Abnormal 35 (3 credits) acquired from
Pembina Hills Regional Division No. 7

Background:

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 course. 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 Committee of the Whole recommend the following locally developed course be forwarded to the Board of Trustees for approval:

Psychology - Abnormal 35 for 3 credits acquired from Pembina Hills Regional Division No. 7 to be authorized as course of study within Sturgeon School Division No. 24 from September 1, 2018 to August 31, 2022.

LOCALLY DEVELOPED COURSE OUTLINE

Psychology – Abnormal 35-3

Submitted By:

Sturgeon School Division No. 24

Submitted On:

May 4, 2018

Course Basic Information

<u>Outline</u>	<u>Hours</u>	<u>Start Date</u>	<u>End Date</u>	<u>Development Type</u>	<u>Proposal Type</u>	<u>Grades</u>
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	35-3
1.1 evaluate how abnormal behaviour was viewed and treated in the past	X
1.2 analyze the contributions of various historical figures to our current understanding of mental illness and treatment	X
1.3 demonstrate an understanding of the North American classification system for mental disorders (DSM)	X
1.4 assess the relevance of clinical interviews and testing	X

2 Students will conclude that assessing behaviour as normal or abnormal can be complex and depends on the interpretation and interaction of many factors	35-3
2.1 differentiate among the major perspectives of psychologists	X
2.2 compare and contrast several standpoints regarding the definition of abnormal	X
2.3 apply the course definition of abnormal behaviour to real-life situations	X
2.4 analyze issues in the assessment and diagnosis of mental disorders	X

3 Students will explore that attitudes, values, focus/attention, and prior experiences affect perception	35-3
3.1 assess how stereotypes influence perception and analyze the consequences of (benefits of limitations) making judgments based on stereotypes	X
3.2 evaluate the effects of stereotyping and labelling on mental health	X
3.3 critique the current stereotypes of mental illness	X

3.4 describe the consequences associated with a self-fulfilling prophecy	X
3.5 compare common mistakes in logic including the influence of bias and prejudice on logic	X
3.6 analyze the enduring attitudes of critical thinkers and develop a willingness to change an opinion in light of new information	X

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	X
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	X
4.3 defend how psychosocial factors affect behavior	X
4.4 differentiate among the ways different cultures view abnormality	X
4.5 assess and describe how sociocultural factors affect mental health	X
4.6 justify the benefits of examining multiple perspectives when assessing information	X
4.7 articulate an informed position on the relative influence of genetics and the environment on human behaviour	X

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	X
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	X
6.2 o compare and contrast the possible causes of clinical disorders cognitive disorders intellectual developmental disorder personality disorders	X
6.3 summarize the possible causes of Tourette syndrome, autism, and attention deficit hyperactivity disorder	X
6.4 outline how dissociative disorders develop	X
6.5 investigate the multifaceted sensory nature of synesthesia	X
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	X

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	X

7.5 analyze the different types of reliability and validity	X
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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
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8.1 conclude that one medication that works on one subgroup of individuals may not work on another subgroup	X
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8.2 identify potential side-effects of medications on the brain and behavior	X
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8.3 compare and contrast the various treatment methods	X
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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
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9.1 investigate the prevalence of various mental illnesses in Alberta	X
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9.2 analyze the consequences of untreated mental illness in Alberta	X
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9.3 critique Alberta's sterilization history	X
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Facilities or Equipment

Facility

No unique facilities are required for this course.

Equipment

No unique equipment is required for this course.



MEMORANDUM

DATE: May 25, 2018
TO: ASBA School Board Chairs, Zone Chairs, ASBA Board of Directors
SUBJECT: Call for Input - Alberta School Trustee Codes of Conduct Regulation

INTRODUCTION

Alberta School Boards Association (ASBA) has been asked to lead the discussion for the next phase of the school trustee code of conduct process. To that end, ASBA is reaching out to member Boards to obtain input, perspectives, and suggestions about the approaches being considered by Alberta Education with respect to new trustee code of conduct principles. Background information and several pertinent documents are attached for review and analysis of this matter.

Board feedback is being gathered through an online questionnaire which includes questions from Alberta Education, as well as additional questions highly relevant to school boards at this key stage of the process. While many school boards have already developed a code of conduct or have embarked on the path of developing a code of conduct, all input is important to help inform the upcoming Regulatory drafting process, which will ultimately apply to all school boards.

The goal of a new Regulation is to ensure clarity and relative consistency across the province, while providing sufficient flexibility to school boards so that they can tailor their approach to best meet the needs within their own context and address emerging issues at both the provincial and local levels, when it comes to the conduct of individual trustees. Alberta Education is proposing a principle based approach and is aiming to have guiding principles for codes of conduct in place before the beginning of the 2018/19 school year.

Boards are asked to submit a single corporate board response no later than June 22, 2018. The link to the questionnaire is provided here: [ASBA CODES OF CONDUCT QUESTIONNAIRE](#).

At the request of the Minister of Education, the questionnaire responses will be compiled and the feedback will be shared with the Minister by the end of June. ASBA will also share the report with ASBA member Boards.

BACKGROUND

The concept of codes of conduct for elected officials is not a new one. Government direction on the scope, detail, rigour, and/or oversight of municipal, school board, and public agency codes of



conduct has varied over time. In recent years, there has been renewed government interest in standardizing minimum expectations for publicly serving boards. Education is among several provincial ministries with newly established legislative requirements for codes of conduct.

This past fall, the provincial government passed the School Amendment Act, 2017 (formerly Bill 28), which established a requirement that all school boards develop and implement a code of conduct for trustees along with appropriate sanctions for breaches of a code of conduct. The updated section of the School Amendment Act, 2017 states:

Section 78.1 (1)

Code of Conduct

A board shall develop and implement a code of conduct that applies to trustees of the board and that includes provisions respecting definitions of breaches and providing for sanctions for breaches, in accordance with principles set out by the Minister by order.

In 2015, Alberta Education had started developing a set of draft principles that could be considered for school boards in the future. This preliminary work had resulted in a draft set of principles, but had been on hold until recently. A *Discussion Paper* prepared by the Government of Alberta, as well as the *Draft Principles supporting a Code of Conduct for School Board Trustees* (CCSBT) are included in this report as ATTACHMENT I and ATTACHMENT II.

For Alberta municipal councils, Municipal Affairs recently completed this work with a new regulation now enacted titled the Municipal Government Act Code of Conduct for Elected Officials Regulation (CCEOR), included as ATTACHMENT III.

CURRENT SITUATION

With the passing of the School Amendment Act, additional direction for trustee codes of conduct was expected in the form of a corresponding Regulation, which is now in the development stage. Alberta Education is now using the draft 2015 principles along with learnings from the Municipal Government Code of Conduct work, and provincial government instruments as the starting point for engagement with school board trustees on principles for codes of conduct. School boards are being asked for their perspectives in relation to these documents.

To assist Boards in their analysis, ASBA has prepared a comparative table, which outlines the content from both the draft CCSBT and the CCEOR, included as ATTACHMENT IV. Additionally, the list of the questions contained in the online questionnaire is included in this report as ATTACHMENT V.

KEY POINTS

- Unlike public agencies and post-secondary institutions, school boards and municipal councils do not have to seek ministerial approval for adopting their codes of conduct.
- It is estimated a grace period will be offered for school boards to comply with the new regulation, as was done for municipal councillors when the Municipal Government Act Code of Conduct for Elected Officials Regulation came into effect.
- The draft CCSBT is a principled-based approach and provides much more specificity in the way of behavioural expectations and governance practices, which is different than the CCEOR.
- Both the CCEOR and the draft CCSBT are brief and allow for significant local autonomy and decision-making.
- The CCEOR identifies nine potential sanctions, any or all of which may be applied. Whereas, the draft CCSBT requires that codes of conduct define breaches and commensurate sanctions, but does not specify any sanction, per se.
- According to the CCEOR and the draft CCSBT, municipal councils and school boards are mandated to investigate complaints and impose sanctions, if applicable. School boards are to develop procedures on how the enforcement of the code of conduct is to be carried out, and related appeal mechanisms.
- Codes of conduct are to be reviewed at minimum within a four year time frame, although the CCSBT specifies the board must review and approve the code after every general election. There is nothing preventing a school board from updating its Code at any time necessary.

ATTACHMENTS

Government of Alberta Documents

ATTACHMENT I - *Discussion Paper: Government of Alberta Code of Conduct Requirements for Elected Officials and Public Agencies*

ATTACHMENT II - *Draft Principles supporting a Code of Conduct for School Board Trustees (CCSBT)*

ATTACHMENT III - *Municipal Government Act Code of Conduct for Elected Officials Regulation (CCEOR)*

ASBA Documents

ATTACHMENT IV - *Comparative Table between Draft CCSBT and CCEOR*

ATTACHMENT V - *List of questions contained in online questionnaire*

May 2018

GOVERNMENT OF ALBERTA CODE OF CONDUCT REQUIREMENTS FOR ELECTED OFFICIALS AND PUBLIC AGENCIES: A DISCUSSION PAPER

INTRODUCTION

Providing high-quality education opportunities in today's complex environment poses tremendous challenges. Trustees are responsible for delivering educational programs in accordance with government legislation and policy, while taking into account the unique needs and perspectives of their students, parents, and communities.

Within this context, there are growing public expectations that elected officials and public agencies be more accountable to Albertans for the decisions they make, the taxpayer money that is spent, and the outcomes that are achieved. The public also regards us as role models for our children and youth. Our government is committed to ensuring that the appropriate governance mechanisms are in place to facilitate this. Education is among several provincial ministries with newly established legislative requirements for codes of conduct.

Many Alberta school boards have already embarked along this path, and we appreciate their leadership and experience in this area. We would like to continue the dialogue and build upon this work. Our goal is to ensure clarity and relative consistency across the province, while retaining sufficient flexibility to address emerging issues at both the provincial and local levels.

This paper provides background information and material to support school board discussions about school trustee codes of conduct, including some guiding questions that may inform your input to the ministry. Thank you for assisting us with this work.

BACKGROUND

Section 78.1 of Bill 28: The School Amendment Act, 2017 requires school boards to develop and implement a code of conduct for trustees along with appropriate sanctions for breaches of a code of conduct. This provision comes into force on September 1, 2018.

As trustee codes of conduct were also a requirement under the unproclaimed Education Act, draft principles were developed in 2015. However, stakeholder engagement on the draft principles was suspended pending the outcome of the Education Act review. The department is now using the draft 2015 principles along with learnings from the Municipal Government Code of Conduct work and provincial government instruments as the starting point for engagement with school board trustees on principles for codes of conduct under the amended *School Act (2017)*.

To aid in this discussion, this document provides an analysis of the draft principles in the context of other Government of Alberta instruments that set out code of conduct requirements. This includes:

- the *Code of Conduct for Elected Officials Regulation*, which sets out requirements for municipal councillors

- the *Conflict of Interest Act*, which sets out requirements for public agencies (including regional health authorities and post-secondary institutions) that are subject to the *Alberta Public Agencies Governance Act* (APAGA)

ANALYSIS

- Government has indicated that increased accountability of elected and publicly appointed officials is a priority. Amendments to the *Municipal Government Act*, the *School Act*, and the *Conflicts of Interest Act* require that municipal councils, school boards, and public agencies develop and implement codes of conduct for elected and appointed members.
- Under the *Conflicts of Interest Act*, Members of the Legislative Assembly (MLAs) must meet robust requirements pertaining to matters such as conflict of interest; disclosure of financial assets. Conduct in the Legislative Assembly is governed by Standing Orders and rules based on the traditions, customs and practices (precedents) of the Assembly and the Canadian and British parliaments.
- Government direction on the scope, detail, rigour, and/or oversight of municipal, school board, and public agency codes of conduct has varied:
 - Code of conduct requirements for municipal councils and public agencies are less explicit and/or comprehensive than the ones proposed in the 2015 draft principles for Trustee Codes of Conduct:
 - The *Code of Conduct for Elected Officials Regulation* (municipal councillors) provides a broad list of topics that must be addressed by the code of conduct, but does not stipulate the content, underlying values or desired outcomes.
 - Items that municipal codes of conduct must address include:
 - representing the municipality;
 - communicating on behalf of the municipality;
 - respecting the decision-making process;
 - adherence to policies, procedures, and by-laws;
 - respectful interactions with others;
 - confidentiality;
 - conflicts of interest;
 - influence;
 - use of municipal assets and services; and
 - orientation and training.
 - The *Conflicts of Interest Act* (public agencies) establishes requirements for public agencies with respect to:
 - impartiality;
 - refraining from acting in self-interest or to further private interests;
 - disclosure of real or apparent conflicts of interest;
 - restrictions on the acceptance of gifts; and
 - limits on concurrent employment.

- The *Conflicts of Interest Act* is silent on other matters, such as integrity and maintaining the dignity of office; compliance with legislation; civil behaviour; respect for confidentiality; and, upholding decisions.
- With respect to sanctions:
 - The draft principles require that code of conduct define breaches and commensurate sanctions, but does not specify any sanction, per se.
 - The *Code of Conduct for Elected Officials Regulation* identifies nine potential sanctions, any or all of which may be applied. The Regulation also stipulates that any sanctions imposed under a municipal code of conduct must not prevent a councillor from fulfilling the legislated duties of a councillor.
 - The *Conflicts of Interest Act* stipulates that each public agency will have a process for administering its code and make its code available to the public.
- Public agencies must submit their codes of conduct to the Ethics Commissioner for approval; municipal councils and school boards (under the draft principles) do not have to submit their codes of conduct for government approval.
- Under the *Conflicts of Interest Act*, public agency code of conduct breaches are to be addressed by the agency, where appropriate. However, complaints may also be investigated by the Ethics Commissioner, if necessary. According to the *Code of Conduct for Elected Officials Regulation* and the draft principles, municipal councils and school boards (under the draft principles) are mandated to investigate complaints and impose sanctions.

PROPOSED DISCUSSION QUESTIONS

1. Which provincial approach would you prefer:
 - a. a high level outline of topics to be addressed by school board codes of conduct, similar to the approach used in the Municipal Government Act (MGA) *Code of Conduct Act for Elected Officials*
 - b. a principles-based approach that is more specific in its guidance, perhaps similar to the *DRAFT Principles supporting a Code of Conduct for School Board Trustees*
 - c. a different approach (please describe)?
2. Which principles/topics stand out as being most important? In what way?
3. What procedure should be used to address allegations of a breach of the code of conduct, and to determine whether a breach has occurred?
4. Is there currently sufficient clarity and consistency across school boards about the role of board of trustees as governance bodies, what constitutes appropriate civil conduct, and appropriate fiduciary responsibility?
5. What parameters are needed, if any, to enable diverse opinions to emerge and constructive debate to occur, while maintaining civility and respect?

May 2018

- 6. How should the Education system's commitment to welcoming, caring, respectful, and safe learning environments be reflected in codes of conduct?**
- 7. What other principles would boards appreciate having set out under the regulation?**

May 2018

DRAFT Principles supporting a Code of Conduct for School Board Trustees**WHEREAS provisions TBD**

- 1 Pursuant to Section 78.1(1) of the School Act, a board has the responsibility to develop and implement a code of conduct (Code) that applies to school board trustees.
- 2 A code of conduct, which supports a trustee's contributions to the board, including how a board defines breaches to the Code and associated sanctions, must adhere to the following principles:
 - a) Integrity and dignity of office while contributing to the work of the board
 - i conduct one's duties loyally, faithfully, impartially and in a manner that will inspire public confidence in the abilities and integrity of the board;
 - ii serve as a role model for the education system and the community;
 - iii commit themselves to dignified, ethical, professional and lawful conduct;
 - iv recognize that the expenditure of school board funds is a public trust and endeavour to see that the funds are expended efficiently, in the best interests of the students;
 - v uphold the letter and spirit of the code of conduct.
 - b) Avoidance of personal advantage and conflict of interest
 - i accept gifts from any person or entity that has dealings with the board if a reasonable person might conclude that the gift does not influence the trustee when performing his or her duties to the board;
 - ii respect the office and do not use it to advance the member's interests or the interests of any family member or person or organization with whom or with which the trustee is associated;
 - iii maintain integrity and do not use the office to obtain employment with the board for the trustee or a family member.
 - c) Compliance with legislation
 - i abide by the provisions of all applicable federal and provincial legislation, board by-laws, policies and procedures.

- d) **Civil behaviour**
 - i respect others who may have or express differing opinions during meetings of the board and at all other times;
 - ii refrain from advancing allegations of misconduct that are frivolous, vexatious or vindictive in nature against another member of the board.
 - e) **Respect for confidentiality**
 - i keep confidential any personal, privileged or confidential information obtained in his or her capacity as a trustee and not disclose the information except when authorized by law or by the board to do so;
 - ii maintain confidentiality and do not use confidential information for either personal gain or to the detriment of the board.
 - f) **Upholding decisions**
 - i accept that the board's authority rests with the corporate body, and that a trustee has no individual authority other than that delegated by the board;
 - ii uphold the implementation of any board resolution after it is passed by the board;
 - iii speak on behalf of the board when authorized to do so;
 - iv respect the management and operating functions that are the responsibility of the superintendent and staff.
- 3 The Code should include procedures on how the enforcement of the Code is to be carried out, and related internal appeal mechanisms and procedures. In addition to the principles set out in section 2, where a board defines the nature and scope of a breach to the Code and the associated sanction as required with the alleged breach, under section 78.1(1) of the School Act, a board should give consideration to ensuring that the severity of the sanction is linked and commensurate with the nature and scope of the alleged breach.
- 4 A board's Code must be reviewed and approved by resolution after every general election.

May 2018



Province of Alberta

MUNICIPAL GOVERNMENT ACT

**CODE OF CONDUCT FOR
ELECTED OFFICIALS REGULATION**

Alberta Regulation 200/2017

Extract

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ALBERTA REGULATION 200/2017
Municipal Government Act
CODE OF CONDUCT FOR ELECTED OFFICIALS
REGULATION

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Code of conduct contents

1 The code of conduct each council is required to establish governing the conduct of its councillors pursuant to section 146.1 of the Act must be consistent with the Act and any regulations made under the Act and, at a minimum, include the following topics:

- (a) representing the municipality;
- (b) communicating on behalf of the municipality;
- (c) respecting the decision-making process;
- (d) adherence to policies, procedures and bylaws;
- (e) respectful interactions with councillors, staff, the public and others;
- (f) confidential information;
- (g) conflicts of interest;
- (h) improper use of influence;
- (i) use of municipal assets and services;
- (j) orientation and other training attendance.

Complaints

- 2** A code of conduct must establish a complaint system including
- (a) who may make a complaint alleging a breach of the code of conduct,
 - (b) the method by which a complaint may be made,
 - (c) the process to be used to determine the validity of a complaint, and
 - (d) the process to be used to determine how sanctions are imposed if a complaint is determined to be valid.

Bylaws

- 3** If any matter required to be included in a code of conduct is addressed in a separate bylaw, the contents of that bylaw shall be incorporated by reference into the code of conduct.

Establishing code of conduct

- 4(1)** When establishing a code of conduct, council shall consider sections 3 and 153 of the Act.
- (2)** A council must establish a code of conduct within 270 days from the date section 16 of the *Municipal Government Amendment Act, 2015* comes into force.

Sanctions for breaching code of conduct

- 5** If a councillor has failed to adhere to the code of conduct, sanctions may be imposed including any of the following:
- (a) a letter of reprimand addressed to the councillor;
 - (b) requesting the councillor to issue a letter of apology;
 - (c) publication of a letter of reprimand or request for apology and the councillor's response;
 - (d) a requirement to attend training;
 - (e) suspension or removal of the appointment of a councillor as the chief elected official under section 150(2) of the Act;
 - (f) suspension or removal of the appointment of a councillor as the deputy chief elected official or acting chief elected official under section 152 of the Act;

- (g) suspension or removal of the chief elected official's presiding duties under section 154 of the Act;
- (h) suspension or removal from some or all council committees and bodies to which council has the right to appoint members;
- (i) reduction or suspension of remuneration as defined in section 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at council meetings.

Requirement to fulfil duties

6 A code of conduct or any sanctions imposed under a code of conduct must not prevent a councillor from fulfilling the legislated duties of a councillor.

Review of code of conduct

7 Each council must review and update its code of conduct and any related bylaws that have been incorporated by reference into the code of conduct in accordance with section 3, at least once every 4 years starting from the date when the code of conduct is passed.

Coming into force

8 This Regulation comes into force on the coming into force of section 16 of the *Municipal Government Amendment Act, 2015*.

Complaints

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**Verbatim comparison between
Municipal Government Act Code of Conduct for Elected Officials and Draft Principles supporting a Code of Conduct for School Board Trustees**

Municipal Government Act Code of Conduct for Elected Officials (CCEO)	DRAFT - Principles supporting a Code of Conduct for School Board Trustees (CCSBT)
<p>1. Code of conduct contents</p> <p>The code of conduct each council is required to establish governing the conduct of its councillors pursuant to section 146.1 of the Act must be consistent with the Act and any regulations made under the Act and, at a minimum, include the following topics:</p> <ul style="list-style-type: none"> a) representing the municipality; b) communicating on behalf of the municipality; c) respecting the decision-making process; d) adherence to policies, procedures and bylaws; e) respectful interactions with councillors, staff, the public and others; f) confidential information; g) conflicts of interest; h) improper use of influence; i) use of municipal assets and services; j) orientation and other training attendance. 	<p>1. Pursuant to Section 78.1 (1) of the School Act, a board has the responsibility to develop and implement a code of conduct (Code) that applies to school board trustees.</p>
<p>2. Complaints</p> <p>A code of conduct must establish a complaint system including</p> <ul style="list-style-type: none"> a) who may make a complaint alleging a breach of the code of conduct, b) the method by which a complaint may be made, c) the process to be used to determine the validity of a complaint, and d) the process to be used to determine how sanctions are imposed if a complaint is determined to be valid. 	<p>2. A code of conduct, which supports a trustee's contributions to the board, including how a board defines breaches to the Code and associated sanctions, must adhere to the following principles:</p> <ul style="list-style-type: none"> a) Integrity and dignity of office while contributing to the work of the board <ul style="list-style-type: none"> i. conduct one's duties loyally, faithfully, impartially and in a manner that will inspire public confidence in the abilities and integrity of the board; ii. serve as a role model for the education system and the community; iii. commit themselves to dignified, ethical, professional and lawful conduct, iv. recognize that the expenditure of school board funds is a public trust and endeavour to see that the funds are expended efficiently, in the best interests of the students; v. uphold the letter and spirit of the code of conduct. b) Avoidance of personal advantage and conflict of interest <ul style="list-style-type: none"> i. accept gifts from any person or entity that has dealings with the board if a reasonable person might conclude that the gift does not influence the trustee when performing his or her duties to the board; ii. respect the office and do not use it to advance the member's interests or the interests of any family member or person or organization with whom or with which the trustee is associated;

**Verbatim comparison between
Municipal Government Act Code of Conduct for Elected Officials and Draft Principles supporting a Code of Conduct for School Board Trustees**

<p>3. Bylaws</p> <p>If any matter required to be included in a code of conduct is addressed in a separate bylaw, the contents of that bylaw shall be incorporated by reference into the code of conduct.</p>	<p>iii. maintain integrity and do not use the office to obtain employment with the board for the trustee or a family member.</p>
<p>4. Establishing code of conduct</p> <p>(1) When establishing a code of conduct, council shall consider sections 3 and 153 of the Act.</p> <p>(2) A council must establish a code of conduct within 270 days from the date section 16 of the Municipal Government Amendment Act, 2015 comes into force.</p>	<p>c) Compliance with legislation</p> <p>i. abide by the provisions of all applicable federal and provincial legislation, board by-laws, policies and procedures.</p> <p>d) Civil behaviour</p> <p>i. respect others who may have or express differing opinions during meetings of the board and at all other times;</p> <p>ii. refrain from advancing allegations of misconduct that are frivolous, vexatious or vindictive in nature against another member of the board.</p>
<p>5. Sanctions for breaching code of conduct</p> <p>If a councillor has failed to adhere to the code of conduct, sanctions may be imposed including any of the following:</p> <p>a) a letter of reprimand addressed to the councillor;</p> <p>b) requesting the councillor to issue a letter of apology;</p> <p>c) publication of a letter of reprimand or request for apology and the councillor's response;</p> <p>d) a requirement to attend training;</p> <p>e) suspension or removal of the appointment of a councillor as the chief elected official under section 150(2) of the Act;</p> <p>f) suspension or removal of the appointment of a councillor as the deputy chief elected official or acting chief elected official under section 152 of the Act;</p> <p>g) suspension or removal of the chief elected official's presiding duties under section 154 of the Act;</p>	<p>e) Respect for confidentiality</p> <p>i. keep confidential any personal, privileged or confidential information obtained in his or her capacity as a trustee and not disclose the information except when authorized by law or by the board to do so;</p> <p>ii. maintain confidentiality and do not use confidential information for either personal gain or to the detriment of the board.</p> <p>f) Upholding decisions</p> <p>i. accept that the board's authority rests with the corporate body, and that a trustee has no individual authority other than that delegated by the board;</p> <p>ii. uphold the implementation of any board resolution after it is passed by the board;</p> <p>iii. speak on behalf of the board when authorized to do so;</p> <p>iv. respect the management and operating functions that are the responsibility of the superintendent and staff.</p>

**Verbatim comparison between
Municipal Government Act Code of Conduct for Elected Officials and Draft Principles supporting a Code of Conduct for School Board Trustees**

<ul style="list-style-type: none"> h) suspension or removal from some or all council committees and bodies to which council has the right to appoint members; i) reduction or suspension of remuneration as defined in section 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at council meetings. 		<p>3. The Code should include procedures on how the enforcement of the Code is to be carried out, and related internal appeal mechanisms and procedures. In addition to the principles set out in section 2, where a board defines the nature and scope of a breach to the Code and the associated sanction as required with the alleged breach, under section 78.1(1) of the School Act, a board should give consideration to ensuring that the severity of the sanction is linked and commensurate with the nature and scope of the alleged breach.</p>
<p>6. Requirement to fulfil duties A code of conduct or any sanctions imposed under a code of conduct must not prevent a councillor from fulfilling the legislated duties of a councillor.</p>		<p>4. A board's Code must be reviewed and approved by resolution after every general election.</p>
<p>7. Review of code of conduct Each council must review and update its code of conduct and any related bylaws that have been incorporated by reference into the code of conduct in accordance with section 3, at least once every 4 years starting from the date when the code of conduct is passed.</p>		
<p>8. Coming into force This Regulation comes into force on the coming into force of section 16 of the Municipal Government Amendment Act, 2015.</p>		

TRUSTEE CODES OF CONDUCT QUESTIONNAIRE

1. Name of school board / school authority
b) Name of person completing survey
c) Role/Job Title
d) Email address
-

2. Does your board have a trustee code of conduct in place?

- No
 Yes

If yes:

2b. When was the trustee/board code of conduct last reviewed?

2c. Do you have a process in place to address allegations of a breach to your trustee/board code of conduct?

- No
 Yes

If yes, please describe.

3. (Based on the attached documents) Which provincial approach would you prefer?

- A high level outline of topics similar to the approach used in the Municipal Government Act Code of Conduct for Elected Officials Regulation (CCEOR)
- A principles-based approach that is more specific in its guidance, perhaps similar to the draft Principles supporting a Code of Conduct for School Board Trustees (draft CCSBT)
- A prescriptive approach where the exact language is directed
- A different approach

If you chose a different approach - please describe

4. Which principles/topics, if any, stand out as being most important in the documents?
-
-

5. Is there sufficient clarity and consistency about the role of school boards, in what constitutes appropriate civil conduct and fiduciary responsibility?

- No
- Yes

If no, please describe what needs to be included/provided.

6. Should there be specific requirements regarding the general fiduciary obligations of a trustee

- No
 - Yes
-

7. Should there be specific reference to the requirements of trustees regarding in-camera sessions of Board meetings?

- No
 - Yes
-

8. How should the questions of facilitating healthy debate and disagreement be addressed while ensuring that civility and respect is maintained?

9. How should the Alberta education system's commitment to welcoming, caring, respectful, and safe learning environments be reflected in the trustee/board codes of conduct?

10. Should the spectrum of sanctions/remedies that are available resulting from a breach of the code of conduct be specified?

11. Are there any other principles boards would appreciate having set out under the principles/regulation?

- a) What you like to see more of?
 - b) What would you like to see less of?
-

12. What do you think is an appropriate timeframe for school boards to comply with a new trustee code of conduct regulation?

- Within 3 months
 - Within 6 months
 - Within 1 year
 - Longer than a year
 - Other
-

13. Should the trustee code of conduct address the need for trustees to demonstrate proof of participation in professional development relevant to their role?

- yes
- no

Additional comments:

14. What role do you see ASBA playing in the implementation of a trustee code of conduct?
(Please check all that apply)

- Advocacy
 - Board facilitation services for the development of a trustee code of conduct
 - Consulting service to develop your Board's trustee code of conduct
 - Providing a guide and toolkit with samples
 - Workshops and professional development on site and at a general meetings
 - Other (please describe)
-



1.0 POLICY

The Sturgeon School Division Board believes that, at all times, Trustees must conduct themselves lawfully, with integrity and high ethical standards, in order to model the behaviours expected of employees and students and to build public confidence and credibility.

The Board of Trustees further believes that a Trustee Code of Conduct should serve to provide guidance and direction for the ongoing behaviour of trustees.

2.0 GUIDELINES

2.1 In keeping with the policy statement, Trustees for Sturgeon School Division shall conduct themselves in an ethical and prudent manner which includes proper use of authority and appropriate decorum in group and individual behaviour.

2.1.1 Additionally, Trustees shall behave in a manner that reflects respect for the dignity and worth of all individuals.

2.2 Trustees shall be loyal to the interests of Sturgeon School Division. This loyalty supersedes loyalty to:

2.2.1 The personal interest of any trustee whether acting as an individual consumer of the School Division's services or not.

2.3 Trustees must be mindful of the fact that they are accountable to exercise the powers and discharge the duties of their office honestly and in good faith. To this end, Trustees shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

2.4 Trustees shall avoid any conflict of interest with respect to their pecuniary interests as per Policy B//II/3 and the School Act (S80).

2.4.1 Trustees will file, and update forthwith if changes occur, with the Secretary-Treasurer, a disclosure of interest statement as required by the *School Act* (s. 81).

2.5 Trustees shall act in accordance with the role description provided for in Policy B//I/1 - Trustee Functions, Trusteeship & Policy as amended from time to time and shall not attempt to exercise individual authority over the organization and/or schools; the Superintendent of Schools; or any member of the staff. In particular:

References:	Board Policies:	B//I/1 – Trustee Functions, Trusteeship & Policy B//II/3 – Requirement to Declare Conflict of Interest E//I/11 – Harassment Policy E//I/15 – Healthy Interactions Model
	School Act:	Sections 80; 81; 82; 83



B/II/5 Trustee Code Of Conduct

B/II/5

EFFECTIVE: Nov. 27, 2013

REVISED:

REVIEW: 2021-2022

- 2.5.1 Individual trustees will not assume personal responsibility for resolving operational problems or complaints. Any such complaints will be referred forthwith to the Superintendent for investigation and resolution.
- 2.5.2 Trustees shall not encourage direct communication with employees and members of the public who attempt to bypass school or central office administration but shall encourage employees and members of the public to utilize reporting lines at the school level or within Central Office Administration to bring their concerns to the Board.
- 2.5.3 Trustees shall comply with their fiduciary duty to inform administration of concerns brought to their attention.
- 2.6 Trustees shall not use Board information for their own direct benefit or advantage. This requires that Board deliberations during in-camera or closed board planning meetings be kept confidential as required by law.
- 2.7 The Board Chair is the official spokesperson for the Board of Trustees, and therefore, the only person authorized to speak to the public, media or other entities and communicate corporate decisions or positions on behalf of the Board.
 - 2.7.1 Without limiting the right of trustees to express their own personal views, when interacting with the public, media or other entities, Trustees shall accurately represent and accept the corporate decision of the Board, once a decision has been made.
- 2.8 At all times Trustees shall avoid any conflict of interest or personal bias with respect to their fiduciary responsibility owed to Sturgeon School division. Each Trustee shall, in considering any matter, determine whether he/she has a conflict of interest or personal bias requiring him/her to recuse him/herself from addressing a particular matter before the Board of Trustees. In making the determination respecting conflict of interest or personal bias each Trustee shall consider the following:
 - 2.8.1 Whether a reasonably well-informed person would conclude that the Trustee has a substantial personal interest in the matter;
 - 2.8.2 The Trustee's interest in the subject matter of the vote must go beyond that which he or she may have in common with other members of the community;
 - 2.8.3 The Trustee's interest in the matter must be something that will serve his or her own personal ends; and

References:	Board Policies:	B/II/1 – Trustee Functions, Trusteeship & Policy B/II/3 – Requirement to Declare Conflict of Interest E/II/11 – Harassment Policy E/II/15 – Healthy Interactions Model
	School Act:	Sections 80; 81; 82; 83



B/II/5 Trustee Code Of Conduct

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2.8.4 Where there is such an interest it must be so related to the subject matter of the vote before the Board of Trustees that a reasonably well-informed person would conclude that the interest may well influence the Trustee’s vote and exercise of his or her public duty.

2.9 Trustees shall be prepared for Board deliberations

2.9.1 Trustees shall attend all regularly scheduled or special meetings of the Board of Trustees and any committee meetings to which they are assigned, on a regular and punctual basis. Provisions for absence because of illness and penalties for unapproved absences are delineated as follows:

2.9.1.1 Unless an absence has been previously approved by the Board, failure to attend Regular and Special Board Meetings as well as scheduled committee meetings, will result in the deduction from salary of a per diem rate.

2.9.1.2 Notwithstanding 2.9.1, two days per year are allowed without deduction for illness on the part of the Trustee, and two days compassionate leave are also permitted. If, however, a Trustee is absent from any Regular or Special Meeting of the Board or scheduled committee meetings due to illness, beyond the two sick days permitted, he/she must produce a doctor’s certificate and no deduction from salary will be made.

2.9.2 Trustees shall attend and take part in meetings, such as Trustee Orientation and Renewal sessions, Board Retreats, School Council meetings, Student Discipline Hearings, Teacher Transfer Hearings, meetings with external organizations (such as Municipal Councils and Chamber of Commerce). Trustees are also expected to attend the annual general meetings of the PSBAA and/or the ASBA and other conferences as approved by the Board.

2.9.3 The presence or absence of every Trustee shall be recorded in the minutes. If a Trustee wishes to absent himself/herself during the course of a meeting, he/she will declare this wish and ensure that the recording secretary has noted it. Failure to do so will result in inaccuracies in the recording of minutes.

2.9.4 As outlined in the School Act, a person is disqualified from remaining as a Trustee of a board if that person absents himself/herself, without being authorized by a resolution of the board to do so, for three consecutive regular meetings of the board, unless his/her absence is due to illness and he/she provides evidence of that illness in the form of a medical certificate respecting the period of absence.

2.9.5 Repeated partial or late attendance shall be cause for disciplinary action, as determined by the Board.

References:	Board Policies:	B/II/1 – Trustee Functions, Trusteeship & Policy B/II/3 – Requirement to Declare Conflict of Interest E/II/11 – Harassment Policy E/II/15 – Healthy Interactions Model
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- 2.10 A Trustee who believes that a fellow Trustee has violated the Code of Conduct may seek resolution of the matter through appropriate conciliatory measures prior to commencing an official complaint under the Code of Conduct.
- 2.11 A Trustee who wishes to commence an official complaint, under the Code of Conduct, shall
 - 2.11.1 File a letter of complaint with the Chair, or Vice Chair in the absence of the Board Chair, or in cases when the complaint is about the Chair,
 - 2.11.2 Indicate the nature of the complaint and the section or sections of the Code of Conduct that are alleged to have been violated by the Trustee.
- 2.12 The Trustee who is alleged to have violated the Code of Conduct, and all other Trustees, shall be forwarded a copy of the letter of complaint by the Chair, or where otherwise applicable by the Vice Chair, within five (5) days of receipt by the Chair/Vice Chair of the letter of complaint.
- 2.13 When a Trustee files a letter of complaint, and a copy of that letter of complaint is forwarded to all Trustees, the filing, notification, content, and nature of the complaint shall be deemed to be strictly confidential, the public disclosure of which shall be deemed to be a violation this Trustee Code of Conduct.
 - 2.13.1 Public disclosure of the complaint and any resulting decision taken by the Board may be disclosed by the Chair only at the direction of the Board, following the disposition of the complaint by the Board at a Code of Conduct hearing.
- 2.14 Upon receipt of a complaint, a special meeting of the Board of Trustees shall be called. The Chair shall indicate at the commencement of the meeting, the nature of the business to be transacted and that the complaint shall be heard in an in-camera session of the Special Meeting.
- 2.15 Violation of the Code of Conduct may result in the Board instituting, without limiting what follows, any or all of the following sanctions:
 - 2.15.1 Having the Board Chair write a letter of censure marked “personal and confidential” to the offending Trustee, on the approval of a majority of those Trustees present and allowed to vote at the Special Meeting of the Board. Trustees are allowed to vote if they do not have a conflict of interest and/or personal bias relative to the matter under consideration. The Trustee filing the complaint as well as the Trustee alleged to have violated the code shall not be eligible to vote;

References:	Board Policies:	B//I – Trustee Functions, Trusteeship & Policy B//II/3 – Requirement to Declare Conflict of Interest E//II/11 – Harassment Policy E//II/15 – Healthy Interactions Model
	School Act:	Sections 80; 81; 82; 83



2.15.2 Having a motion of censure passed by a majority of those Trustees present and allowed to vote at the Special Meeting of the Board;

2.15.3 Having a motion to remove the offending Trustee from one, some or all Board committees or other appointments of the Board, passed by a majority of those Trustees present and allowed to vote at the Special Meeting of the Board.

2.16 The Board may vote, at its discretion, to make public its findings at the Special Meeting, or at a Regular Meeting of the Board, where the Board has not upheld the complaint alleging a violation of the Board’s Code of Conduct or, where there has been a withdrawal of the complaint or, under any other circumstances that the Board deems reasonable and appropriate to indicate publicly its disposition of the complaint.

3.0 PROCEDURES – CODE OF CONDUCT HEARING

Without limiting what appears below, the Chair shall ensure fairness in dealing with the complaint by adhering to the following procedures:

3.1 The Code of Conduct complaint shall be conducted at an in-camera session, “Code of Conduct Hearing”, of a Special Board Meeting convened for that purpose.

3.1.1 The Board, in its sole discretion, may record the in-camera session of the Special Board Meeting by electronic means. Where recording will take place, trustees shall be advised by the presiding Chair at the commencement of the Code of Conduct Hearing.

3.2 The sequence of the Code of Conduct Hearing shall be:

3.2.1 The information supporting the complaint shall be presented to members of the Board of Trustees and may be written or oral or both;

3.2.2 The respondent Trustee shall provide a presentation which may be written or oral or both;

3.2.3 The Trustee advancing the complaint shall then be given an opportunity to reply to the respondent Trustee’s presentation;

3.2.4 The respondent Trustee shall then be provided a further opportunity to respond to any additional information or presentation and subsequent remarks;

References:	Board Policies:	B//I/1 – Trustee Functions, Trusteeship & Policy B//I/3 – Requirement to Declare Conflict of Interest E//I/11 – Harassment Policy E//I/15 – Healthy Interactions Model
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- 3.2.5 The remaining Trustees of the Board shall be given the opportunity to ask questions of both parties;
- 3.2.6 The Trustee advancing the complaint shall be given the opportunity to make final comments; and
- 3.2.7 The respondent Trustee shall be given the opportunity to make final comments.
- 3.3 Following the presentation of the respective positions of the parties, the parties, and all persons, other than the remaining Trustees who do not have a conflict of interest, shall be required to leave the room, and the remaining Trustees shall deliberate in private. The Board may however, in its discretion, call upon legal advisors to assist them on points of law, or the drafting of a possible resolution.
- 3.4 If the remaining Trustees, in deliberation, require further information or clarification, the parties shall be reconvened and the requests made in the presence of both parties. If the information is not readily available, the presiding Chair may request a recess, or if necessary, an adjournment of the Code of Conduct Hearing to a later date.
- 3.5 In the case of an adjournment, no discussion by Trustees whatsoever of the matters heard at the Code of Conduct Hearing may take place until the meeting is reconvened.
- 3.6 The remaining Trustees, in deliberation, may draft a resolution indicating what action, if any, may be taken regarding the respondent Trustee.
- 3.7 The presiding Chair shall reconvene the parties to the Code of Conduct Hearing and request a motion to revert to the open meeting, in order to pass the resolution.
- 3.8 All documentation or records related to the Code of Conduct Hearing shall be returned to the Superintendent of Schools or designate immediately upon conclusion of the Code of Conduct Hearing and shall be retained in accordance with legal requirements.
- 3.9 The presiding Chair shall declare the Special Board Meeting adjourned.

References: Board Policies: B//I/1 – Trustee Functions, Trusteeship & Policy
 B//I/3 – Requirement to Declare Conflict of Interest
 E//I/11 – Harassment Policy
 E//I/15 – Healthy Interactions Model
 School Act: Sections 80; 81; 82; 83



Committee of the Whole Memorandum

Date: June 13, 2018
To: Committee of the Whole
From: Iva Paulik, Secretary Treasurer
Subject: July/August Committee of the Whole & Board Meetings

At the Organizational Meeting of the Board of Trustees held on October 25, 2017, the following motion was made:

Date, Time, Place of Regular Meetings

#S-04/2017 – Moved by Mr. Jewell that the regular monthly Board meeting be held on the fourth Wednesday of each month at 4:30 p.m. at the Board office in Morinville, that the Closed Committee of the Whole meeting be held on the second Wednesday of each month at 4:30 p.m. at the Board office in Morinville, and that the regular Public Committee of the Whole meeting be held on the second Wednesday of each month at 6:30 p.m. at the Board office in Morinville.

CARRIED 6/0

Therefore, the Committee of the Whole meetings are scheduled for Wednesday, July 11, 2018 and Wednesday, August 8, 2018; the Board meetings are scheduled for Wednesday, July 25, 2018 and Wednesday, August 22, 2018 (As per Policy B/III/1 – Board Procedures (see attached copy) as amended September 2014, section 1.1.1 – “The organizational meeting of the Board shall be held annually at the August Board meeting, except in an election year.”).

Recommendation:

That the Board of Trustees review the meeting dates for the Committee of the Whole meetings for July and August 2018, as well as the meeting date for the Board meeting for July 2018 and advise Senior Administration accordingly.

COMMITTEE

9.7