



# **Board Meeting**

# **Agenda Package**

**February 15, 2017**

☞ *New Horizons Charter School Society* ☞

**AGENDA****Type of Meeting:** Board**Date:** February 15, 2017**Page:**1 of 2*"TOWARDS NEW HORIZONS":**Is it in the best interest of our students?**Does it support excellence?*

**NEW HORIZONS CHARTER SCHOOL SOCIETY  
BOARD OF DIRECTORS' MEETING  
FEBRUARY 15, 2017**

**AGENDA**

- |     |  |             |         |
|-----|--|-------------|---------|
| 1.  | <b>Call to Order</b>   | Jill Weiss  | 7:00 pm |
| 2.  | <b>Adoption of Agenda</b>  | Jill Weiss  | 7:01 pm |
| 3.  | <b>Disclosure of Conflict of Interest</b>  | Jill Weiss  | 7:03 pm |
| 4.  | <b>Approval of Minutes</b>   |             | 7:04 pm |
|     | 4.1 January 11, 2017 – attachment  | Jill Weiss  |         |
| 5.  | <b>Administration Reports</b>  |             | 7:08 pm |
|     | 5.1 Principal's Report   | Ted Zarowny |         |
|     | 5.2 Superintendent's Report - attachment   | Don Falk    |         |
| 6.  | <b>Board Reports</b>   |             | 7:28 pm |
|     | 6.1 Board Chair's Report   | Jill Weiss  |         |
|     | 6.2 Committee Reports  | Jill Weiss  |         |
| 7.  | <b>New Business</b>  |             | 7:38 pm |
|     | 7.1 Proposed School Calendar for 2017-18 - attachment                                      | Don Falk    |         |
|     | 7.2 Proposed Board Policy #209 (School Fees) - attachment                                  | Don Falk    |         |
|     | 7.3 Sublease with Greater North Central Francophone<br>Education Region No. 2 - attachment | Don Falk    |         |
| 8.  | <b>Board Work Plan</b>   |             | 8:23 pm |
|     | 8.1 Board Work Plan 2016-17 - attachment   | Jill Weiss  |         |
| 9.  | <b>The Association of Alberta Public Charter Schools</b>                                   |             | 8:28 pm |
|     | 9.1 Minutes of TAAPCS Meeting – January 21, 2017 –<br>Attachment                           | Don Falk    |         |
|     | 9.2 Formation of Committees - attachments  | Don Falk    |         |
|     | 9.3 Schedule for May 2017 General Meetings - attachments                                   | Don Falk    |         |
| 10. | <b>Receipt of Reports</b>  | Jill Weiss  | 8:43 pm |
| 11. | <b>Correspondence Sent</b>   | Jill Weiss  | 8:44 pm |
| 12. | <b>Correspondence Received</b>   | Jill Weiss  | 8:45 pm |

**AGENDA**

**Type of Meeting:** Board

**Date:** February 15, 2017

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*"TOWARDS NEW HORIZONS": Is it in the best interest of our students? Does it support excellence?"*

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- |     |                    |            |         |
|-----|--------------------|------------|---------|
| 13. | <b>In Camera</b>   | Jill Weiss | 8:46 pm |
| 14. | <b>Adjournment</b> | Jill Weiss | 9:00 pm |

**Next Board Meeting – Wednesday, March 8, 2017, at 7:00 p.m.  
Board Orientation at 6:30 p.m.**

**Board Development Seminar – Thursday, March 9, 2017 at 5:30 p.m.  
(at Suzuki Charter School)**

NEW HORIZONS CHARTER SCHOOL SOCIETY  
MINUTES

**Type of Meeting:** Board      **Date:** January 11, 2017      **Initials:** \_\_\_\_\_      **Chair** \_\_\_\_\_  
**Approved:** DRAFT      **Recorded By:** Cheri Unterschultz      **Secretary** \_\_\_\_\_

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**January 11, 2017 7:00 PM**

**Board Members Present At Call To Order:**

Nicole Pasemko  
DIRECTOR

William Watson  
DIRECTOR

Trevor Panas  
DIRECTOR

Michelle Macdonald  
DIRECTOR

Inna Mackay  
DIRECTOR

Dan Coles  
DIRECTOR

**Administration Present:**

Don Falk  
SUPERINTENDENT

Ted Zarowny  
PRINCIPAL

Fred de Kleine  
SECRETARY-TREASURER

Cheri Unterschultz  
RECORDING SECRETARY

**1. Call to Order**

Vice Chair Pasemko called the meeting to order at 7:04 pm.

**2. Adoption of Agenda**

*Motion 2017-01-11-01 Motion to adopt agenda for the Board Meeting January 11, 2017, as distributed.*

*Moved: Director Macdonald, Seconded: Director Mackay, Carried*

**3. Disclosure of Conflict of Interest: None**

**4. Approval of Minutes**

**4.1 Minutes from December 14, 2016**

*Motion 2017-01-11-02 Motion to approve December 14, 2016 Board Meeting Minutes as distributed.*

*Moved: Director Panas, Seconded: Director Mackay, Carried*

NEW HORIZONS CHARTER SCHOOL SOCIETY  
MINUTES

**Type of Meeting:** Board                      **Date:** January 11, 2017                      **Initials:**                      **Chair** \_\_\_\_\_  
**Approved:** DRAFT                      **Recorded By:** Cheri Unterschultz                      **Secretary** \_\_\_\_\_

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**5. Administration Reports**

**5.1. Principal's Report**

None

**5.2. Superintendent's Report**

Superintendent Falk spoke to his written report as attached to the agenda for the meeting.

**6. Board Reports**

**6.1 Board Chair's Report**

None

**6.2 Committee Reports**

None

**7. The Association of Alberta Public Charter Schools**

**7.1 Notice of Special Resolution**

Superintendent Falk spoke of the proposed amendments to the bylaws of The Association of Alberta Public Charter Schools.

**8. New Business**

**8.1 Update on the Provincial Curriculum Initiative**

Vice Principal Vigfusson spoke of the Provincial Curriculum Initiative as attached to the agenda for the meeting.

**8.2 Progress Report on Education Plan**

Principal Zarowny spoke of the Progress Report for the Education Plan as attached to the agenda for the meeting.

**9. Board Work Plan**

**9.1 Board Work Plan 2016-17**

The Board reviewed the Board Work Plan 2016-17, as attached to the agenda for the meeting.

NEW HORIZONS CHARTER SCHOOL SOCIETY  
MINUTES

**Type of Meeting:** Board      **Date:** January 11, 2017      **Initials:**      **Chair** \_\_\_\_\_  
**Approved:** DRAFT      **Recorded By:** Cheri Unterschultz      **Secretary** \_\_\_\_\_

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**10. Receipt of Reports**

*Motion 2017-01-11-03      Motion to receive reports as presented to the Board.*  
*Moved: Director Coles, Seconded: Director Macdonald, Carried*

**11. Correspondence Sent**  
None

**12. Correspondence Received**  
None

**13. Motion to Move into Camera:**

*Motion 2017-01-11-04      Motion to move into camera at 8:49 pm.*  
*Moved: Director Macdonald, Seconded: Director Panas, Carried*

Director Mackay left the meeting at 9:20 pm.

**14. Motion to Move Out of Camera:**

*Motion 2017-01-11-05      Motion to move out of camera at 9:42 pm.*  
*Moved: Director Macdonald, Seconded: Director Panas, Carried*

**15. Adjournment**  
Vice Chair Pasemko adjourned the meeting at 9:42 pm.

*Next Board Meeting: Regular Board Meeting February 15, 2017 at 7:00 pm.*



## Superintendent's Report to the Board of Directors

February 15, 2017

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### 1. **Stakeholder Forum**

Our second annual Stakeholder Forum was held on the evening of Wednesday, February 1, 2017. At that time, parents, students, members of school staff and administration, and Board directors met to talk about our school: its strengths, challenges, opportunities, priorities, plans, and possible new initiatives. This year's Stakeholder Forum was once again ably facilitated by the Community Development Unit of Alberta Culture and Tourism. Special guests included Sherwood Park MLA Annie McKittrick and Strathcona County Ward 1 Councillor, Vic Bidzinski.

A summary of the input received at the Stakeholder Forum was prepared by Alberta Community Development and is attached to this report. This summary will be discussed at the Board retreat in early March, where the input received will be considered for inclusion in the next iteration of the Three-Year Education Plan.

### 2. **Meeting with Alberta Education re Annual Education Results Report / Education Plan**

Mr. Zarowny, Ms. Vigfusson and I met with our school's Alberta Education liaison manager, Maurice Trottier, on January 23, 2017 in order to review the most recent Annual Education Results Report (AERR) and Three-year Education Plan for our school. A written summary of the meeting will be provided by Alberta Education at a future date. An interesting sidelight to the conversation included confirmation from Alberta Education that our school's enrolment cap of "300 students" does not include kindergarten children.

### 3. **Modernization Update**

Phase I of our school's major modernization project is nearing completion, with the anticipated "handover" date being February 28, 2017. Following is a pictorial summary of the some of the work presently underway:

*Photo 1: Installation of T-Bar Ceiling in Student Gathering Area*



*Photo 2: New Boilers Awaiting Installation*



*Photo 3: Roof Replacement Underway*



Photo 4: Link to New Modulars Under Construction



Photo 5: Construction of Breakout Area in New Modular Classrooms



Photos 6 & 7: Millwork / Plumbing Installation in New Modular Classrooms

#### 4. **Looking Ahead**

- a. Modernization Phase I Deficiency Walk-through
  - Wednesday, February 22, 2017
- b. Modernization Site Meeting
  - Wednesday, March 1, 2017
- c. Education Advisory Committee Meeting (TAAPCS) – Red Deer
  - Friday, March 3, 2017
- d. College of Alberta School Superintendents Zone Meeting – Edmonton
  - Friday, March 3, 2017

- e. Board Planning Retreat
  - Saturday, March 4, 2017, at 9:00 a.m.
- f. Board Orientation Session
  - Wednesday, March 8, 2017, at 6:15 p.m.
- g. Board Meeting
  - Wednesday, March 8, 2017, at 7:00 p.m.
- h. Board Governance Seminar with Becky Kallal – Suzuki Charter School
  - Thursday, March 9, 2017, at 5:30 p.m.



Don Falk  
Superintendent – New Horizons Charter School

# New Horizons Charter School - Stakeholder Forum

February 1, 2017

## Reflecting on the Past Year and on New Horizons in General

### **SUCSESSES (What has gone well? What have we accomplished? What are we proud of?)**

- Helping kids learn to work out problems
- Math acceleration
- School community 'feeling'; Community feel
- More sports
- Helping kids learn to learn
- Student council
- Positive working relationship with ECDD
- Multiple ways to build leadership skills
- PBL
- Buddy activities
- Choir
- Free/cheap options – Active Community Living option
- Reach for the Top
- VP for more admin support
- Smaller classes
- Long term close friends
- Student discipline is a learning moment
- Start of modernization
- ACL
- Multiple grades knowing one another with clubs and activities
- Team sports
- Invites
- Positive competition
- Collaboration
- Helps build leadership skills
- Team spirit
- Sharing experiences... relate to...
- I.C.
- Growth in population and students
- Parent communication
- Daily 5
- Pan-division collaboration
- I.S. projects
- IPP
- Restitution
- Cross-grade collaborations = friends!
- Mindfulness

- Balance between sports/social/education
- Well-rounded
- Self-regulation

## **CHALLENGES (What has not gone so well? Where have we had some struggles?)**

- Bussing from further centres
- Chess club – not on a regular basis
- Wi-fi
- Multiple school activities – student participation – student community
- More student support for high needs kids
- Computer etiquette needs to be enforced more
- Shared gym time
- Free/open access to Youtube
- IPPs
- Outbursts affecting other learners
- Need to bring NHS into Sherwood Park school community more (eg. Join public speaking contest with EIPS; Young Writer weekend seminar with EIPS) – helps to make NH students’ transition to high school easier; makes NH a known entity
- Language acceleration
- Junior high retention
- Junior high options
- Accommodating growth
- Admissions process
- Div 1 extra curricular activities options
- Parent portal for student info and grades
- After school clubs – staff, participants, space
- Advancement other than math
- Field trips and other learning options for K-3 – swimming lessons, chess, maker space; More field trips
- Information on how teachers use/teach our children an ‘gifted education’
- Specialized teachers – PE, music, coding
- Student collaboration, multiple ways to help everyone to build leadership skills
- Doing things with other schools

## **Debrief: Successes and Challenges**

### **What is exciting or encouraging to you?**

- The sense of community
- Recognition of the effort put into developing team sports
- Increased levels of school pride
- Students meeting others (who they wouldn’t normally meet) through sports and other activities
- Classroom positives were written by the teachers – they see the value of these additions to their workload
- After school activities

- Chance to build leadership skills

### **What is concerning or troubling to you?**

- The lack of wi-fi stability
- The need for more student-student support for high needs kids, and behaviour being an issue
- Trying to meet students' exceptional needs
- The fact that some parents don't even know about some of the successes that are happening!
- Computer etiquette
- Junior high retention
- The fact that there is not enough involvement with other schools and the community

### **What does this mean for us? Considerations as we move into more planning conversations**

- Keep the good things
- Understand there are limits because we are small
- Small is also an advantage – close-knit
- Associating with other schools helps build connections and de-mystifies us
- Building capacity to meet diverse needs

## **Who Are We? A Shared Understanding of New Horizons**

- A unique environment – one of a kind
- Unique teachers and approaches
- Out of the box
- It is cool here to be excited about learning
- A place where like-minded kids can be together
- K-9
- Kids whose needs have been overlooked in other settings
- Accommodates for all kinds of kids
- Collaborative
- Friendly
- Academically gifted
- Quick learners
- We know everybody's names
- Our own little community
- Well-behaved, respectful
- Public
- Charter school
- Different learning needs
- First charter school in Canada
- Safe
- Inclusive

## Statement from the Web Site:

*“New Horizons School is a K-9 public charter school that enables academically gifted students to achieve excellence in an environment that supports the students’ unique intellectual, social and emotional needs. Established in 1995 New Horizons is Alberta’s oldest charter school. As a publicly funded charter school in Alberta we have no tuition fees and follow the Alberta programs of study. Our school is unique in that it offers a congregated learning environment for gifted learners for the entire school day. It is a place where gifted learners can be challenged and learn with like minded peers.”*

## Missing or to change in this statement so as to incorporate some of the above discussion points:

- ‘excellence’ – maybe ‘to achieve their potential’ instead
- Add in ‘friendly, safe and supportive’ environment
- Change the word ‘supports’ in that same sentence
- Add in ‘engaging, excitement, fun, activity’ in there somehow
- Add in ‘collaborative’ somehow
- Somehow include the message that this is not a high pressure environment even though it strives for excellence... trying to allay the misconceptions of what school would be like for gifted learners

## Focus Areas for 2017/18

## What would you ADD to New Horizons? (in order of priority based on dot voting)

### Wellness (8)

- New charter goal addressing physical needs (nutritional and physical activity)
- Behaviour specialist for students with exceptionalities

### Non-core learning opportunities (8)

- Computing/coding as a requirement
- CTFoundation for grades 5 and 6
- Foods and fashion
- Intramurals – lunch time – tell parents
- Swimming lessons

### Fuller music program (8)

- Band
- Music program for all grades

### Community school collaboration (5)

- More school-to-school collaboration
- More outside interaction – debate, speech, drama
- School collaborative science fair
- Ways to interact with other schools
- Ways for students to be part of the bigger school community

### Communication (4)

- Celebrate success and promote
- More info on web page

- More parental involvement
- Communication with parents (more, defined)

### **Leadership Opportunities (3)**

- Homework club for anyone in learning commons at recess
- More multi-grade collaboration
- More involvement with older/younger kids
- Multiple leadership opportunities for more kids

### **Fieldtrips (3)**

- More fieldtrips and willing to pay (by parents)
- More fundraising so we can have more field trips, clubs and other things for the school

### **Junior high Prep (1)**

- More option opportunities for junior high – let parents know what options have been offered in the past
- Transition plan to jr high

### **Technology**

- 3D printed fidget toys for students and/or teachers who like to fidget
- More computer/wi-fi stability

## **What would you CHANGE about New Horizons? (in order of priority based on dot voting)**

### **Support for Exceptional Needs (20)**

- Stricter discipline
- Specific support for students with exceptional needs

### **Communication (10)**

- When assignments are due
- Newsletter to address/celebrate things that are happening in the classes that reflect their flexible learning
- Better communication

### **Community Involvement (4)**

- The amount of ways for students to participate in school
- Community mentors

### **Junior High (4)**

- Grade 9s could teach a grade 1 or K class once a month as a leadership goal
- Only one jr high trip at end of grade 9
- Larger jr high population
- The amount of activities with different grades- eg jr high
- I.S. the time is too short

### **Kindergarten (1)**

- Half day kinder
- IPPs
- Replace student-led conferences with parent/teacher interview

## **What would you TAKE AWAY? (in order of priority based on dot voting)**

### **IPPs (18)**

- Remove completely or change how we administer them

### **Child Minding/Respect (12)**

- Allowing children indoors before the morning bell
- Lunch supervision

### **Transportation (10)**

- Bussing restrictions (ie no Edmonton service)
- Free bussing

### **Schedule**

- Fridays!!

## **Reflect and Debrief**

### **What are your thoughts about what we did tonight?**

- Not surprising about what we came up with tonight
- The communication issue is still there, however its focus has changed from needing more and better communication to now there are ideas for enhancing communication – shows improvement
- Really good to hear the students' perspectives – eg small classroom sizes are important to them in jr high
- Elementary has lots of opportunities for lots of different things
- Since the discipline thing came up – are things not always great?

### **What will be the impact or implications from tonight on the school?**

- Budgetary – new ideas cost money
- There are certain facility needs with some of the ideas
- There are some specific staff skills that will be needed
- In general, there are capacity-building needs

### **Next Steps?**

- This needs to be formalized
- Look at these results along with other results
- Make a plan
- Communicate to the rest of the school
- Board planning retreat





**Don Falk**  
Superintendent  
Phone: 780-416-2353  
Email: dfalk@newhorizons.ca

## MEMORANDUM

February 8, 2017

To: Board of Directors

From: Don Falk - Superintendent

Re: Draft Proposed School Calendar for 2017-18

### **Background:**

The attached document presents a draft proposed school calendar for the 2017-18 school year. The intent at this time is to present a draft calendar for discussion by the Board and possible adoption in principle. Following this initial consideration by the Board, it is recommended that the draft proposed calendar be presented for discussion and feedback to the School Council and school staff, with a view toward adoption of the calendar at the March 2017 meeting of the Board of Directors.

Key features of the draft proposed calendar include the following:

1. Section 56 of the School Act establishes the following requirements with respect to planning the school year:
  - (1) A board shall specify the following:
    - (a) the school opening date;
    - (b) the number and the days of school operation;
    - (c) the length of the school day;
    - (d) the number and length of recesses;
    - (e) subject to section 39, the number of hours of instruction.
  - (2) A board shall specify the vacation periods in a school year, which shall, as a minimum, include a vacation period that extends at least from December 24 to January 2.
  - (3) A board in its discretion may declare one day a month to be a school holiday.
  - (4) A holiday declared by a municipality does not apply to a school within the municipality unless the board declares it to be applicable.
  - (5) A board shall, before May 31 in each year, give notice to the Minister of
    - (a) the opening and closing dates of all schools under its jurisdiction for the 12-month period next following,
    - (b) the dates of the vacation periods in the school year, and
    - (c) the number of hours of instruction to be made available to students in the school year

2. According to Article 4.12 of the collective agreement with the Alberta Teachers' Association, "Teachers will render service for the number of teaching days designated by the Board up to 200 teaching days, commencing the opening day of school in each school year, exclusive of vacation periods, weekends and general holidays of the Province of Alberta."
3. The draft proposed calendar provides for 195 days of school operation. Of these, 181 are instructional days and 14 are non-instructional days. A survey of eight Edmonton-area school jurisdictions shows that, on average, 195 days of school operation and 184 days of instruction have been planned for the 2017-18 school year. As outlined in greater detail below, three of the non-instructional days are identified as days-in-lieu for "... parent teacher meetings related to report cards and Individual Program Plans," as per the collective agreement with the Alberta Teachers' Association.
4. The draft proposed calendar is designed to be consistent, in substantial measure, with the calendars of both Elk Island Public Schools (EIPS) and Elk Island Catholic Schools (EICS; approved in principle only at this time) respectively, although not in perfect alignment with either. The need for consistency is prompted by our school's agreement with EIPS with respect to bus transportation services and by an acknowledgment that some families with children enrolled in our school have other children who are enrolled in EIPS or EICS schools. The need for uniqueness is a reflection of the distinctive nature and focus of our school and the consequent need for professional development opportunities and planning activities that are different from those in other school systems. As a result of these unique needs, the proposed calendar shows one day in October on which bus transportation will not be available.
5. Of the 181 instructional days in the proposed calendar, 171 are full days and 10 provide for early dismissal on staff meeting days. When combined with the school's current daily schedule, this generates a total of 967.4 hours of instructional time during the course of the year, which is above the minimum of 950 hours required by the School Act.
6. Classes for students begin on August 30, 2017, and conclude on the June 28, 2018. The relatively early start date for students is prompted by the scheduling of an extended break in November (not a component of other Edmonton-area school jurisdictions, with the exception of EIPS and EICS). The August 30 start date is also consistent with EIPS and EICS.
7. The calendar includes a Fall Break in November (incorporating two in-lieu days), a two-week Christmas Break during the last week of December and the first week of January, and a Spring Break (incorporating one in-lieu day) that begins on Friday, March 23, with classes resuming on Tuesday, April 3.
8. Additional general holidays (i.e. those not included in other vacation periods) are Labour Day, Thanksgiving Day, Family Day, and Victoria Day. A PD Day (May 17) and a "school closure" day (May 18) extend the Victoria Day weekend to five days for students.
9. The proposed calendar includes 14 non-instructional days, distributed as follows:
  - a. Planning days (4) – two days prior to the first day of instruction for students, one on October 7 (IPP development), and one after the last instructional day for students.
  - b. Professional Development (6):
    - i. October 27 (Charter Schools Conference @ Aurora School, Edmonton)
    - ii. February 8 and 9 (North Central Teachers' Convention)
    - iii. February 16 (School Closure Day in EIPS, PD Day in EICS)
    - iv. April 27 (PD Day in EIPS & EICS)
    - v. May 17 (School Closure Day in EIPS, instructional day in EICS)

- c. Intake Day (1) - a day on which prospective students will be assessed for possible enrolment at New Horizons School; scheduled for March 2, 2018 (PD Day in EIPS & EICS).
- d. Days in lieu of parent-teacher conferences (3) - as per the collective agreement with the Alberta Teachers' Association.

**Recommendations:**

The following recommendations are presented for the consideration of the Board of Directors:

1. That the draft proposed calendar for the 2017-18 school year be approved in principle.
2. That the draft proposed calendar be presented to the School Council and school staff for discussion and feedback and that, giving consideration to the feedback received, it be presented to the Board of Directors for final approval at the March 2017 Board meeting.



Don Falk – Superintendent

Attachments (1)

# School Calendar 2017-18 (Draft)

August 2017						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Holiday / School Closure
- PD / Organizational Day – school closed to students
- Early Dismissal / Staff Meeting
- Day in Lieu of P-T Conferences (no students or staff)
- First / Last Student Day
- Instructional Day – no buses

Important Dates	
Organizational /PD Days	August 28, 29
Classes Begin for Students	August 30
Labour Day	September 4
Professional Development Day	October 6
Thanksgiving Day	October 9
Alberta Charter Schools Conference	October 27
Fall Break	November 10-17
Days in Lieu of P/T Conferences	November 10, 17 & March 23
Christmas Break	December 25 – January 5
Teachers' Convention	February 8, 9
Professional Development Day	February 16
Family Day	February 19
Intake Day	March 2
Spring Break	March 23 – April 2
Professional Development Days	April 27, May 17
School Closure / Victoria Day	May 18, 21
Final Day for Students	June 28
Organizational Day	June 29

Operational and Instructional Days		
Month	Days of School Operation	Days of Student Instruction
August	4	2
September	20	20
October	21	19
November	18	16
December	16	16
January	18	18
February	19	16
March	17	15
April	20	19
May	21	20
June	21	20
<b>Total</b>	<b>195</b>	<b>181</b>

Instructional Hours			
Type of Day	Days	Minutes / Day	Hours / Year
Regular	171	324	923.4
Early Dismissal	10	264	44.0
Total	181	-----	967.4

School Vision
<i>Enabling gifted students to strive for excellence in a positive academic learning environment that fosters social and emotional growth for each student.</i>

**MEMORANDUM**

February 8, 2017

To: Board of Directors

From: Don Falk - Superintendent

Re: Proposed Policy #209 – School Fees

**Background:**

Although New Horizons School has been in the practice of collecting fees for various supplies and services for many years, a Board policy that identifies the Board's principles and beliefs respecting the matter of school fees, and which provides guidance to Administration in the establishment and collection of such fees, is not currently in place. In that context, the attached draft proposed Policy #209 (School Fees) is presented for the consideration of the Board of Directors.

A review of similar policies from five other charter schools, as well as from eight Edmonton area public and separate school jurisdictions, was undertaken in the preparation of the draft proposed policy. Also considered was a policy advisory document, as prepared by the Alberta School Boards Association.

**Recommendation:**

It is recommended that draft proposed Policy #209 (School Fees) be referred to the Policy, Guidelines and Bylaws Committee for review, with a request that the Committee bring a recommendation to the Board of Directors, at its regular meeting in April 2017, with respect to the possible approval of the policy, in either its present or amended form.



Don Falk – Superintendent

Attachment

## **POLICIES**

**Approved:** 2017-00-00

**Amended:**

**Section:** School Operations

**Policy:** #209

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### **#209 School Fees**

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#### **POLICY STATEMENT**

The Board of Directors believes that all students should have fair, equitable, and affordable access to the basic resources and materials required for publicly funded education as provided by the Government of Alberta. The Board further believes that, to the extent possible, these basic resources and materials should be provided at no cost to parents or students.

At the same time, the Board understands that it has a duty to provide quality programs for and services to students. Moreover, the Board acknowledges that the School Act permits a board to charge a parent of a student fees with respect to specified supplies and services.

Finally, the Board believes that its practices related to school fees must reflect the principles of clarity, transparency, fairness, and accountability.

In accordance with these beliefs and understandings, as well as with the provisions of the School Act, the Board of Directors authorizes the establishment and collection of fees, as prescribed in and limited by the Guidelines associated with this Policy.

The Superintendent of Schools is responsible to develop and implement administrative procedures that are consistent with this Policy.

#### **DEFINITIONS**

1. “Basic resources and materials” means those materials and resources that are necessary to fulfill the compulsory components of the Alberta Program of Studies. Further, anything that the school determines to be mandatory, and thus essential to a student’s compulsory coursework or daily functioning, is included in the definition.

#### **GUIDELINES**

1. The school is authorized to charge fees for the following supplies, materials, activities, and services:
  - a. instructional supplies and materials
  - b. field trips
  - c. extracurricular activities
  - d. lunch supervision services
  - e. copies of student records
  - f. transportation services
2. This Policy does not apply to the following costs:
  - a. The cost of general supplies and materials that a school may expect students to provide for themselves, e.g. pens, pencils, erasers, notebooks, binders, gym wear.
  - b. The cost of goods, services, and activities that a student/parent may choose to purchase from the school, e.g. school photos, hot lunches, student planners/agendas, yearbooks, purchases from book fairs, school logo clothing/gear, graduation activities, school activity costs such as dances or other social activities.

3. Fees shall only be used for the purpose for which they were collected and must be directly related to the cost of resources, services, or activities provided to students.
4. Fees should be set in consultation with the staff and School Council.
5. A flexible payment schedule and a fee waiver program shall be developed and implemented so as to address circumstances of financial hardship.
6. A student's school experience shall not be impacted by the non-payment of mandatory fees by parents. Only goods, services, or activities of choice may be denied to students as a result of non-payment of fees.

DRAFT



**MEMORANDUM**

February 8, 2017

To: Board of Directors

From: Don Falk - Superintendent

Re: Draft Sublease with Greater North Central Francophone Education Region No. 2

**Background:**

Article 6.1 of the lease agreement between the New Horizons Charter School Society (NHCSS) and the Elk Island Catholic Separate Regional Division No. 41 (EICS) assigns to NHCSS "... the exclusive right to sublet the premises, in part, subject to the written consent of the Lessor (EICS)." Elsewhere in the lease agreement, "premises" is defined as the former St. Theresa Catholic School and its encompassing lands (further defined as "Lot 31, Block 100, Plan 3743TR NE ¼ 28-52-23-W4 Meridian"). These lands include the lands on which École Claudette-et-Denis-Tardif (ÉCDT) is presently located.

In accordance with the aforementioned Article 6.1 and giving consideration to the real presence of École Claudette-et-Denis-Tardif on the premises, the respective administrations of the NHCSS and the Greater North Central Francophone Education Region No. 2 (GNCFER) have sought to develop a sublease agreement that would set out the terms and conditions under which ÉCDT would occupy the premises. Further, given the directive of the Minister of Education for the NHCSS to provide ÉCDT with limited access to the New Horizons School facility, the sublease seeks to identify the terms and conditions of such access.

Accordingly, the attached draft sublease agreement is presented to the Board of Directors for its review.

The Board is further advised that a positive, collaborative working relationship between the two schools has developed. As a result, any issues that may have arisen from time to time have been successfully addressed, primarily through conversations involving the respective school principals.

**Recommendation:**

It is recommended that the Board of Directors pursue one of the following courses of action with respect to the sublease:

1. Entertain a motion to approve the sublease; debate and vote on the motion.
2. Provide comment on the sublease and delegate approval to the Superintendent.



Don Falk – Superintendent

Attachment

## **SUBLEASE AGREEMENT**

**THIS AGREEMENT** made effective the 1st day of June, 2016.

**BETWEEN:**

**NEW HORIZONS CHARTER SCHOOL SOCIETY**

("the Tenant")

and

**THE REGIONAL AUTHORITY OF THE GREATER NORTH CENTRAL  
FRANCOPHONE EDUCATION REGION NO. 2**

("the Subtenant")

**WHEREAS** pursuant to the Head Lease between the Landlord and the Tenant, the Landlord leased the Leased Premises to the Tenant, which includes the Subleased Premises, and

**WHEREAS** pursuant to Section 6.1 of the Head Lease, the Tenant is entitled to sublease the Subleased Premises with the Landlord's written consent, and

**WHEREAS** the Landlord has provided written consent dated June 23, 2016, and

**WHEREAS** the Tenant has agreed to sublease the Subleased Premises to the Subtenant in accordance with the terms, covenants and conditions contained herein.

**NOW THEREFORE** the parties hereby agree as follows:

### **ARTICLE 1: DEFINITIONS**

1. In this Sublease:

- a. "Commencement Date" means the 1<sup>st</sup> day of June, 2016.

- b. "NHS Building" means the New Horizons School located on the Lands.
- c. "ÉCDT Building" means the 12 portable classrooms transferred by the Minister of Education to the Subtenant used to create École Claudette-et-Denis-Tardif and located on the "Subleased Premises."
- d. "Hazardous Substance" means any substance or its by-product which may cause material harm or degradation to the natural environment or material risk to human life or health and which requires special precautions in its storage, collection, transportation, treatment or disposal including, without restriction, any explosive, flammable, volatile, radioactive or toxic substance, pathological waste or other substance deemed to be hazardous pursuant to any environmental legislation affecting the Lands, the Subleased Premises or the business, operations or activities carried on by the Subtenant.
- e. "Head Lease" means the lease agreement between the Landlord and the Tenant dated the 1<sup>st</sup> day of April, 2016, as amended and extended from time to time.
- f. "Landlord" means Elk Island Catholic Separate Regional Division No. 41.
- g. "Lands" means the lands legally described within the Head Lease, together with the buildings and improvements located thereon.
- h. "Leased Premises" means all that portion of the Lands and all buildings, structures and improvements constructed thereon, as shown within the Head Lease as being the Leased Premises.
- i. "Ministerial Directive" means the two letters written by the Minister of Education to the Chair of the Board of Directors of the New Horizons Charter School Society, dated August 18, 2015 and October 15, 2015 respectively, and appended hereto as Schedule "B".
- j. "Exclusive Operating Costs" means all costs properly attributed to the operation and maintenance the ÉCDT Building.
- k. "Joint Operating Costs" means all costs properly attributed to the operation and maintenance of the property and buildings used jointly by each of the parties including the Lands, the Leased Premises and the NHS Building, in proportion to the respective usage of each party.
- l. "Permitted Use" means operation of a pre-school to grade 6 Francophone School and related community activities within the Subleased Premises and within those portions of the Lands and NHS Building accessed by the Subtenant by virtue of

this agreement and any other agreements the parties may enter into from time to time.

- m. "Quiet Enjoyment" means the Tenant's obligation to provide the Subtenant with reasonable privacy and freedom from any interference with the Subtenant's exclusive use and enjoyment of the Subleased Premises.
- n. "Rent" means the annual payment payable by the Subtenant to the Tenant pursuant to Article 4 of this Sublease.
- o. "Sublease" means this agreement as from time to time amended in writing and agreed to by the parties hereto.
- p. "Subleased Premises" means all that portion of the Lands shown outlined in red within Schedule A attached hereto.
- q. "Term" means the term of this Sublease as specified in Section 3.1 of this Sublease.
- r. "Homeroom class" means the classroom in which the teacher records attendance.

## **ARTICLE 2: DEMISE**

### **1. Demise**

The Tenant hereby subleases to the Subtenant and the Subtenant hereby subleases from the Tenant the Subleased Premises for the Term and upon and subject to:

- a. the terms, covenants and conditions contained within the Head Lease and the rights of the Landlord thereunder;
- b. any existing encumbrances on the Lands; and
- c. the terms, covenants and conditions contained within this Sublease.

### **2. Receipt and Condition**

Subject always to the terms of this Sublease and the Head Lease, the Tenant shall not be obliged to furnish any services or facilities, or make any repairs or alternations in or to the Subleased Premises. The Subtenant hereby assumes full and sole responsibility for the Exclusive Operating Costs, condition, operation, repair, replacement, maintenance and management of the Subleased Premises and the ÉCDT Building, and the Subtenant accepts the Subleased Premises "as is," knowing the condition thereof and agreeing that neither the Tenant nor the Landlord has made any representation, warranty or collateral

agreement with respect thereto (except as may otherwise be expressly provided for within the Sublease).

### **ARTICLE 3 - TERM**

#### **1. Term**

The Subtenant shall have and hold the Subleased Premises for a period commencing on the Commencement Date, and ending of the earlier of:

- a. the termination of the Head Lease, or
- b. upon the Subtenant being provided with another school facility on another site.

#### **2. Termination**

This Sublease is subject and subordinate to the Head Lease, its remaining terms, and any provisions of the Head Lease which may contemplate or otherwise permit a termination prior to the expiration of the term of either the Head Lease or the Sublease including, without restriction, termination as a result of substantial damage to or destruction of the Subleased Premises, the Leased Premises and the Lands. The Subtenant acknowledges having received a complete copy of the Head Lease from the Tenant.

### **ARTICLE 4 – RENT**

#### **1. Rent**

The Subtenant shall pay to the Tenant the sum of one dollar (\$1.00) per year, payable in advance on the first day of each and every year of the Term, commencing with the Commencement Date.

### **ARTICLE 5 – GENERAL COVENANTS**

#### **1. Tenant's General Covenants**

The Tenant Covenants with the Subtenant:

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- a. for Quiet Enjoyment;
- b. to observe and perform all the covenants and obligations of the Tenant under the Head Lease, save and except for those obligations which are the responsibility of the subtenant pursuant to this Sublease or the responsibility of other subtenants occupying portions of the Leased Premises pursuant to their respective sublease agreements; and
- c. to observe and perform all of the covenants and obligations of the Tenant contained within this Sublease.

## 2. Subtenant's General Covenants

The Subtenant covenants with the Tenant:

- a. to pay Rent when due;
- b. to observe and perform all of the obligations of the Tenant under the Head Lease as those obligations relate to the Subleased Premises.
- c. to observe and perform all of the covenants and obligations of the Subtenant contained within this Sublease; and
- d. to care for, operate, maintain and repair the Subleased Premises, the ÉCDT Building and all accesses to the ÉCDT Building, in a first class condition and to the same standard as required of the Tenant in the Head Lease.

## **ARTICLE 6 – NET SUBLEASE**

### 1. Net Sublease

The Tenant and the Subtenant hereby represent, warrant, covenant and agree that this Sublease shall be a net lease for the Tenant and, save and except for as specifically set forth within this Sublease, the Tenant shall not be responsible during the Term for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the operations, maintenance, or repair of the Subleased Premises.

### 2. Joint Operating Costs

In addition to the payment of Rent, and notwithstanding Article 4 of this Sublease, the Subtenant shall pay to the Tenant operation and maintenance costs for the portion of the Lands and the NHS Building that are not part of the Subleased Premises, but to which the

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Subtenant obtains and enjoys access, in proportion to the Subtenant's usage of the same, with the specific details of such costs to be determined by separate agreement between the parties.

## **ARTICLE 7 – USE AND OCCUPANCY OF THE SUBLEASED PREMISES**

### **1. Use of the Subleased Premises**

The Subleased Premises shall be used continuously during the Term by the Subtenant for the Permitted Use and for no other use whatsoever. The Subtenant shall not carry on nor permit to be carried on within the Subleased Premises any other trade or business, nor carry out or permit any alteration or improvements to the Subleased Premises, without prior written consent of the Tenant.

### **2. Nuisance**

The Subtenant shall not carry on any business nor do or suffer any act or thing which in the opinion of the Tenant constitutes a nuisance or would result in a nuisance, or which would be offensive or any annoyance to the Tenant or any other landowners or occupants in the area, nor do or suffer any waste or damage, disfiguration or injury to the Lands or the Subleased Premises.

### **3. Compliance with Laws**

- a. The Subtenant will promptly comply with and conform to the requirements of every applicable law, by-law, regulation, ordinance and order at any time or from time to time in force during the Term affecting the Subleased Premises, the business carried on within the Subleased Premises or the machinery, equipment and other facilities located in the Subleased Premises. The Subtenant will not use the Subleased Premises in any way, whether within the Permitted Use or not, which would or may impose upon the Tenant any obligation to modify, extend, alter or replace any part of the Subleased Premises nor any of the machinery, equipment or other facilities located on or in the Subleased Premises except where previously agreed to by the Tenant in writing.
- b. The Subtenant will promptly comply with and conform to all applicable statutes, laws, bylaws, regulations, ordinances and orders at any time or from time to time in force during the Term affecting the Subleased Premises.

### **4. Insurance**

- a. The Subtenant shall, throughout the Term and during any other time the Subtenant occupies the Subleased Premises or a portion thereof at its sole cost and expense, take out and keep in full force and effect the following insurance coverage: Subtenant public liability insurance with limits of not less than five million dollars (\$5,000,000) insuring the Tenant and the Subtenant against all sums which the Tenant and the Subtenant may become obliged to pay as damages by reason of injury to persons or damage to or destruction of property in and upon the demised premises or the entire premises, which shall not be less than the following limits, namely:
  - i. Bodily injury or death of any one person- \$2,000,000.
  - ii. Bodily injury or death of any two or more persons in any one accident- \$5,000,000.
  - iii. Property damage- \$1,000,000.

The Subtenant shall deliver to the Tenant Certificate of such insurance. All insurance shall also provide that such insurer(s) provide to the Tenant thirty (30) days prior written notice of cancellation or non-renewal.

- b. Each insurance policy referred to in Section 7.4(a) shall name the Tenant, the Landlord, and any person, firm, or corporation designated by the Tenant or Landlord as additional named insureds as their interest may appear.

## 5. Environmental

- a. The Subtenant shall not bring onto the Lands or the Subleased Premises, or allow any other person to bring onto the Subleased Premises, any Hazardous Substance without prior written consent of the Tenant, which shall not be unreasonably withheld.
- b. The Subtenant shall at all times comply with the terms of all Federal or Provincial environmental legislation and any other statute, regulation, proclamation, policy or bylaw in respect of environmental matters now in force or which may come into force during the Term and any amendments thereto, affecting the Lands, the Subleased Premises or the business, operations or activities carried on by the Subtenant, and comply with all requirements of the Head Lease relating to all such matters.

## 6. Indemnity

The Subtenant hereby indemnifies and saves harmless the Tenant and its successors and assigns from and against any and all losses, liabilities, damages, costs (on a solicitor and his own client full indemnity basis) and expense of any kind whatsoever including, without limitation:



- a. the costs of defending, counter-claiming, or claiming over against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels.
- b. any cost, liability, or damage arising out of a settlement of any action entered into by the Tenant with or without the consent of the Subtenant; and
- c. the costs of repair, clean-up, or restoration paid by the Tenant and any fines levied against the Tenant,

which at any time or from time to time may be paid, incurred or asserted against the Tenant, whatsoever arising from or out of, directly or indirectly, the Subtenant's use or occupancy of the Subleased Premises or occasioned wholly or in part by any act or omission of the Subtenant, its agents, contractors, employees, sub-tenants, licensees, concessionaires or anyone permitted by the Subtenant to be in or on the Subleased Premises including, without restriction, where such act or omission causes a default or breach of the terms of this Sublease. This indemnification shall include any and all such costs that may arise due to the release of Hazardous Substances by the Subtenant (or those for whom the Subtenant is responsible), and shall survive the expiration of the Term of this Sublease and the termination of this Sublease for whatever cause or any renewal of this Sublease.

#### **ARTICLE 8 – SUBTENANT ACCESS TO THE NHS BUILDING / RECIPROCAL ACCESS TO BOTH BUILDINGS**

1. The Tenant agrees to provide the Subtenant with access to the NHS Building as follows:
    - a. For the purpose of conducting physical education classes, the Subtenant shall be provided with access to the gymnasium, adjacent change rooms, adjacent washrooms, equipment storage room, and adjacent corridors, in proportion to the number of ÉCDT homeroom classes when compared with the number of NHS homeroom classes.
    - b. For the purpose of conducting student assemblies or similar activities during the instructional day, the Parties agree that, to the extent possible, each Party shall utilize its respective allocated gymnasium time. Under exceptional circumstances, either Party may request of the other that access to the gymnasium be provided. Such access shall not be unreasonably withheld.
    - c. For the purpose of conducting extra-curricular student athletic activities outside of the instructional day, the junior high school teams of the Tenant shall have priority access to the gymnasium and related rooms (e.g. change rooms).
-

Excepting that circumstance, the two school principals are responsible to work out a mutually-agreeable schedule that is based on shared access in accordance with the relative enrolments of the two schools. Leadership in developing this schedule is the responsibility of the principal of New Horizons School. In the event that mutual agreement cannot be reached, the matter shall be referred to the respective superintendents of the New Horizons Charter School Society and the Greater North Central Francophone Education Region No. 2 for resolution and any such resolution reached by the superintendents shall prevail.

- d. For the purpose, on an occasional basis, of conducting special activities that are not of an athletic nature (e.g. concerts, student productions) outside of the instructional day, the two school principals are responsible to work out a mutually-agreeable schedule of access to the gymnasium and stage, as well as adjacent corridors, change rooms, and washrooms, that is based on shared access in accordance with the relative enrolments of the two schools. Leadership in developing this schedule is the responsibility of the principal of New Horizons School. In the event that mutual agreement cannot be reached, the matter shall be referred to the respective superintendents of the New Horizons Charter School Society and the Greater North Central Francophone Education Region No. 2 for resolution and any such resolution reached by the superintendents shall prevail.
2. In the spirit of cooperation, reciprocity, and goodwill, the Parties agree to collaborate with respect to the provision of mutual access, on an occasional basis, to other spaces within the school of the other Party, subject to the availability of space. The respective school principals are responsible to work out the details regarding such access.

## **ARTICLE 9 – REPLACEMENT OF PLAYGROUND EQUIPMENT**

### **1. Replacement of Playground Equipment**

The Subtenant acknowledges that the Tenant's set of six playground swings were removed and discarded so as to permit the installation and construction of the ÉCDT Building. The Subtenant further acknowledges a need to replace the discarded swing set, the costs and timing of such replacement to be determined in a separate agreement between the parties.

## **ARTICLE 10 – REPAIRS**

### **1. Subtenant's Repairs**

The Subtenant covenants to maintain, repair and keep tidy the Subleased Premises in the same condition as required under the Head Lease. The Subtenant shall take all preventative measures and obey all operating instructions of the Tenant relative thereto and shall not permit waste. The Subtenant shall make all repairs and maintenance with all due diligence and to the satisfaction of the Tenant.

## **ARTICLE 11 – LICENSES, ASSIGNMENT AND SUBLETTING**

### **1. Licenses, Assignments and Sublettings**

The Subtenant will not transfer or assign this Sublease, nor license, sublet or share possession of the Subleased Premises, or any portions thereof, without the prior consent in writing of the Tenant and, where applicable, the Landlord.

## **ARTICLE 12 – LIABILITIES**

### **1. Theft, Injuries, Loss or Damage**

Notwithstanding anything contained within this Sublease, the Tenant shall not be responsible in any way or under any circumstances whatsoever for any injury to any person, including death, howsoever caused or for any loss of or damage to any property belonging to the Subtenant, any permitted sublessee, or to other occupants of the Subleased Premises or to their respective invitees, licensees, agents, servants or other persons from time to time attending at the Subleased Premises, damage to any such property caused by theft or breakage, failure to keep the Subleased Premises, the Leased Premises or the Lands in repair and free from refuse, obnoxious odours, vermin or other foreign matter, defective equipment, wiring, plumbing, gas, sprinkler, steam, sewer, water or other pipes or fixtures, the bursting, leaking, running or clogging of any heating, ventilating, ice making or air-conditioning equipment or other mechanical systems (including elevator system, if any), cistern tank, sprinkler system, boiler, washstand, closet or wastepipe, discharge of the sprinkler system, water, snow ice or other foreign matter being upon or coming through the roof, skylight, trap-doors, doors, windows or from any part of the Subleased Premises or any adjacent or neighbouring lands and premises or otherwise, acts or negligence of guests, invitees or employees of the Subtenant or other occupants of the Leased Premises, acts or negligence of any owners or occupants of adjacent or contiguous premises or property of their guests, invitees or employees, acts of God, acts or negligence of any person or for any loss whatsoever with respect to the Subleased Premises and any business carried on therein, unless such damage, injury, death or loss is caused solely by the negligence, omission or default of the Tenant or those whose actions the Tenant is responsible for in law.

## ARTICLE 13 – SUBTENANT’S DEFAULT

### 1. Default

Notwithstanding anything herein contained to the contrary, upon the occurrence of any one of the following events the Tenant may, at its option, re-enter and take possession of the Subleased Premises with or without terminating this Sublease as though the Subtenant or the servants of the Subtenant or any other occupants of the Subleased Premises was or were holding over at the expiration of the Term:

- a. if the Term or any of the goods and chattels of the Subtenant on the Subleased Premises are seized or taken in execution or attachment by a creditor of the Subtenant;
- b. if the Subtenant becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or is declared bankrupt, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors;
- c. if the Subtenant sells or attempts to sell all of substantially all of its assets;
- d. if the Subtenant fails to pay the Rent when due;
- e. if the Subtenant causes a default under the Head Lease, and such default continues for a period of seven (7) days after written notice from the Tenant of such default, or continues beyond the applicable remedial period provided for within the Head Lease, if any, whichever is shorter; or
- f. if the Subtenant fails to perform any of its obligations under this Sublease as and when required, or causes a default under the Head Lease, and such default continues for a period of seven (7) days after written notice from the Tenant of such default.

### 2. Remedies Upon Default

Upon the occurrence of an event of default, as defined within Section 12.1 of this Sublease, in addition to the rights and remedies of the Tenant at law or as otherwise contained within this Sublease the Tenant shall be entitled to all of the same rights and remedies as the Landlord is entitled to under the Head Lease.

## ARTICLE 14 – DISPUTES

### 1. Interpretation and Disputes

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In the event of a dispute arising between the parties respecting the interpretation of any of the terms of this Sublease, the parties may refer resolution of such dispute to be determined by arbitration in accordance with the Alberta Arbitration Act, as amended or replaced from time to time. Headings used throughout this Sublease are inserted for reference purposes only, and are not considered or taken into account in construing the terms and provisions of any paragraph or section, nor deemed in any way to qualify, modify or explain the effects of any such provision or term.

## 2. Arbitration

Arbitration hereunder shall be conducted and determined in Edmonton, Alberta, in accordance with the Alberta Arbitration Act or its successor legislation for arbitration of commercial disputes, except to the extent that the procedures mandated by said legislation are modified hereby. A judgement for the award rendered in any such arbitration may be entered in any court having jurisdiction and shall be final and binding between the parties, absent fraud or gross error. Any arbitration proceeding hereunder shall be diligently pursued by the parties.

The party demanding arbitration shall in its notice of arbitration specify the name and address of the person chosen by such party to act as the arbitrator on its behalf. Within ten (10) days after the service of demand for arbitration, the other party shall give notice to the demanding party, specifying the name and address of the person designated by such other party to act as arbitrator on such other party's behalf. The arbitrators chosen shall meet within ten (10) days after their designation. If the two (2) arbitrators are unable to agree promptly upon determination of the dispute, and in any event within not more than fifteen (15) days after their selection, then they themselves shall appoint a third arbitrator. In the event they are unable to agree upon such appointment within five (5) days after the expiration of such fifteen (15) day period, a third arbitrator shall be selected by the parties themselves. If the parties cannot agree on the third arbitrator within a further period of five (5) days, then either party on behalf of both may request appointment of such a qualified person by a judge of the Alberta courts acting in his or her personal, private capacity and the other party shall not raise any question as to such judge's full power and jurisdiction to entertain the application for and make the appointment. The three (3) arbitrators so chosen shall decide by majority decision the dispute between the parties. In the event of a failure, refusal or inability of an arbitrator to act, his successor shall be appointed by him except in the case of the third arbitrator, whose successor shall be appointed in the same manner as provided for appointment of a third arbitrator above. The decision of the arbitrators shall be set forth in writing delivered to the parties. The arbitrators shall have the right to consult with experts and competent authorities, and obtain factual information or evidence pertaining to the matter in dispute, but any such consultation shall be made in the presence of both parties with full right on their part to cross examine. Any arbitrator designated hereunder shall be qualified to decide the issue in dispute by background and professional experience the arbitration of commercial disputes in Edmonton, Alberta. The arbitrators shall have the

power and right to decide only the issues posed by the parties, shall not have the right to determine any other issue, shall be bound by the Sublease provisions applicable to the issues in dispute, and may not amend, alter or change any Sublease provision. The decision of the arbitrators shall be final and binding. Each party shall pay the fees and expenses of its respective arbitrator and both shall share equally the fees and expenses of the third arbitrator, if any. Attorney's fees and expenses of counsel of the respective parties and of witnesses shall be paid by each respective party engaging such counsel or calling such witness.

## ARTICLE 15 – GENERAL PROVISIONS

### 1. Sublease Entire Agreement

It is understood and agreed between the parties that the terms and conditions set forth herein, together with the terms and conditions set forth in the rules and regulations and any schedules and plans annexed hereto, embrace all of the terms and conditions of this Sublease entered into by the Subtenant and the Tenant and supersede and take the place of any and all previous agreements or representations of any kind, written, oral or implied heretofore made by anyone in reference to the Subleased Premises. If any provision of this Sublease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Sublease, and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provisions had never been included.

### 2. Parties Hereto

This Sublease shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, successors and permitted assigns of the parties hereto.

### 3. Notices

A notice, demand, request, consent or other instrument required or permitted to be given under this Sublease shall be in writing and shall be given and deemed to have been received as provided in this Section.

“Notices” shall be addressed:

- a. to the Tenant as follows:      New Horizons Charter School Society  
1000 Strathcona Drive,  
Sherwood Park, AB T8A 3R6  
Attention: Superintendent  
Fax No. 780-922-8784

- b. to the Subtenant as follows: The Regional Authority of the Greater North  
Central Francophone Education Region No. 2  
8627 rue Marie-Anne-Gaboury (91 St. NW),  
Suite 322  
Edmonton, AB T6C 3N1  
Attention: Superintendent  
Fax No. 780-440-1631

Any Notice must be mailed in Canada by ordinary mail, electronic facsimile transmission or prepaid courier. A Notice shall be deemed to have been received by the party to whom the Notice is addressed on the day which is five (5) business days following the date that the Notice was sent. Notwithstanding the aforesaid, in the event of an actual or apprehended interruption in mail service, or at any time if the party giving notice so elects, Notice shall be in writing and delivered to and left at the address for Notice of the party to whom it is to be given during normal business hours on a business day and shall have been deemed to be received on the date of delivery.

A party may at any time give Notice to the other party of a change of its address for the purpose of giving Notice and from and after the giving of such Notice, the address therein shall be deemed to be the address of that party.

#### 4. Time of the Essence

Time shall be of the essence for this Sublease and for each and every part thereof.

**IN WITNESS WHEREOF** the parties have executed this Sublease on the date specified on page 1 hereto:

**NEW HORIZONS CHARTER SCHOOL SOCIETY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**THE REGIONAL AUTHORITY OF THE GREATER  
NORTH CENTRAL FRANCOPHONE EDUCATION  
REGION NO. 2**

Per: \_\_\_\_\_

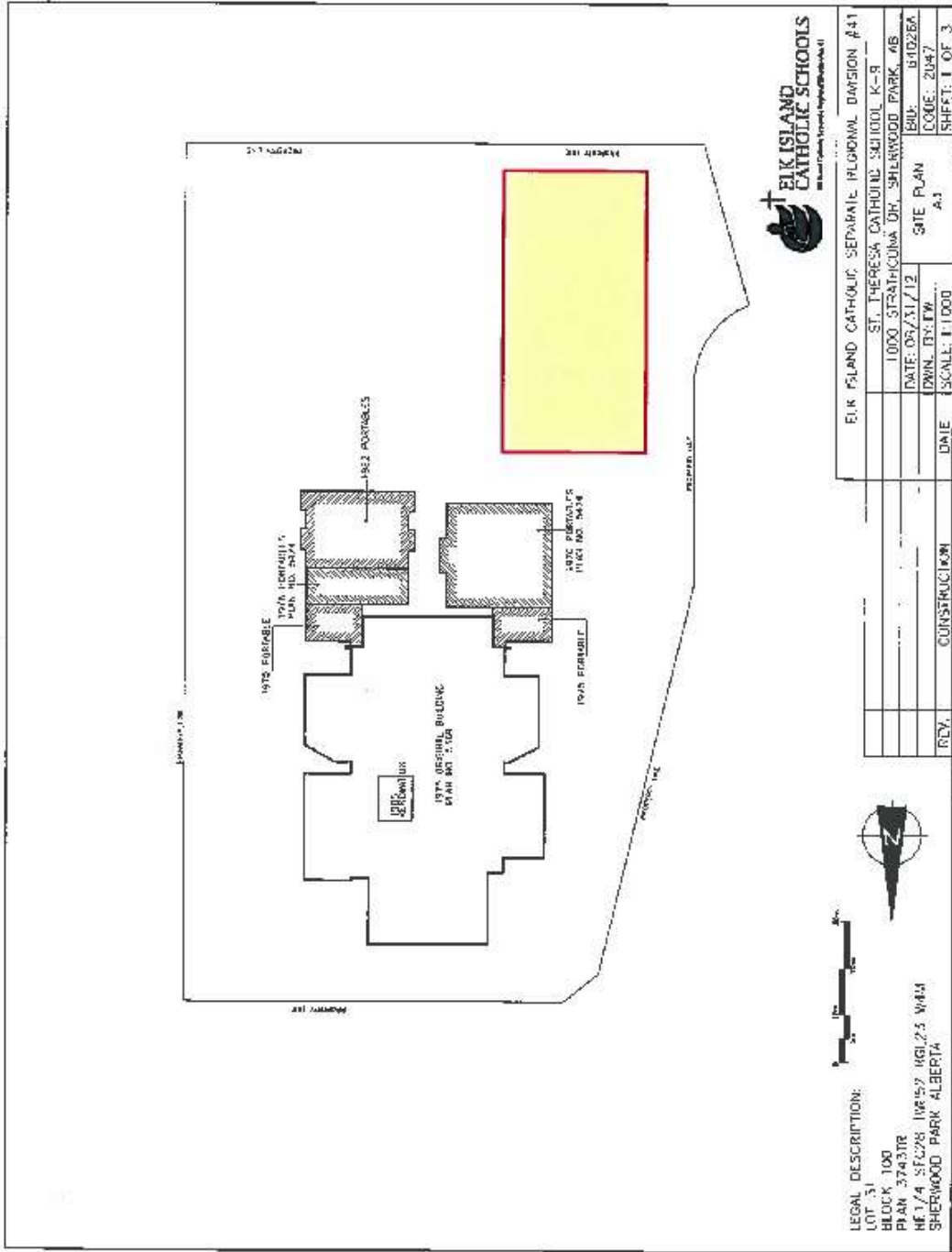
Per: \_\_\_\_\_

DRAFT



# SCHEDULE "A"

## The Leased Premises and Subleased Premises



**SCHEDULE “B”**

**Ministerial Directive**

1. Letter from Education Minister David Eggen to Jason Clarke, Chair of the Board of Directors of the New Horizons Charter School Society, dated August 18, 2015
2. Letter from Education Minister David Eggen to Jill Weiss, Chair of the Board of Directors of the New Horizons Charter School Society, dated October 15, 2015

DRAFT 5



Office of the Minister

AR90421

**AUG 17 2015**

Mr. Jason Clarke  
Chair – Board of Directors  
New Horizons Charter School Society  
1000 Strathcona Drive  
Sherwood Park AB T8A 3R6

Dear Mr. Clarke:

I received your July 30, 2015 letter communicating the resolution of the New Horizons board declining to share space with the Greater North Central Francophone Education Region for the 2015/2016 school year. I appreciate you calling a special meeting to consider this matter; however, I recognize that the situation is now at an impasse.

As you are aware, efforts have been underway for several months to locate suitable accommodation to open a Francophone school in Sherwood Park in September 2015. To date, these efforts have been unsuccessful.

As an interim measure to enable a program for Francophone students in Sherwood Park and area to commence in September 2015, a new Francophone school will be temporarily accommodated in a leased facility in Edmonton; however, a location within Sherwood Park must be provided as soon as possible. This measure is intended to address Alberta's obligations under Section 23 of the *Canadian Charter of Rights and Freedoms* and, in accordance with the purposes of Section 23, can be expected to help preserve and promote the official minority languages of Canada by ensuring that the official minority language in Sherwood Park flourishes as far as possible through the provision of minority language education. Also in accordance with the purposes of Section 23 of the *Charter*, this measure can be expected to assist in avoiding the progressive erosion of the official minority language and culture within the province.

Having spoken to all Sherwood Park school boards, I have concluded that the former St. Theresa School, now New Horizons School, is the only viable location available during the 2015/2016 school year. I am aware of the concerns expressed by your board; however, I am of the opinion that space is available in the former St. Theresa School.

.../2

Mr. Jason Clarke  
Page Two

As a result, pursuant to my authority under Section 8(3) of the *Disposition of Property Regulation (AR 181/2010)*, I direct your board to make available classroom space, administrative space and gymnasium space in order to accommodate École francophone de Sherwood Park beginning in spring 2016. Please direct your administration to work with the administration of Greater North Central Francophone Education Region to make the necessary plans and preparations.

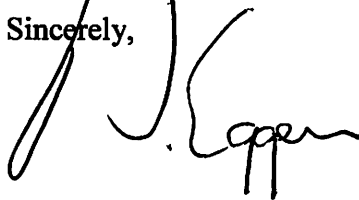
To the extent that the lease arrangement between New Horizons School and Elk Island Catholic Schools may require the consent of the lessor for your board to make space available to accommodate École francophone de Sherwood Park, I expect you to immediately take the steps reasonably necessary to obtain that consent.

It is my intent that this arrangement will not significantly impact the modernization project that has been approved for the former St. Theresa School. I would favourably consider a request from New Horizons and Greater North Central Francophone Education Region for the placement of modular classrooms on the school site to mitigate the impact of operating two schools at the same location during a modernization project. If desired, please make any such request as soon as possible so that the units can be in place for spring 2016.

I have attached a letter to New Horizons School parents advising them of this situation and the direction I have given to your board. Please have the letter distributed to parents.

I appreciate your co-operation and collaboration as we work together to provide education programs for all students in the Sherwood Park community.

Sincerely,



David Eggen  
Minister

Attachment

cc: Estefania Cortes-Vargas, MLA, Strathcona-Sherwood Park  
Annie McKittrick, MLA, Sherwood Park  
Roxanne Carr, Mayor, Strathcona County  
Kevin Bell, Board Chair, Greater North Central Francophone Education Region  
Justine Marie Wright, Board Chair, Elk Island Catholic Schools



Office of the Minister

AR91109

**OCT 15 2015**

Ms. Jill Weiss  
Chair, Board of Directors  
New Horizons Charter School Society  
1000 Strathcona Drive  
Sherwood Park AB T8A 3R6

Dear Ms. Weiss:

Thank you for your September 21, 2015 letter regarding the sharing of space at the New Horizons School site between New Horizons Charter School Society and the Greater North Central Francophone Education Region. I would like to take this opportunity to welcome you to your role as board chair of the New Horizons Charter School Society.

I acknowledge your concerns regarding my decision to direct the New Horizons School Board to work with Greater North Central Francophone Education Region in order to allow for operation of École francophone de Sherwood Park in the 2015/2016 school year. Finding educational space for Francophone students in the growing community of Sherwood Park proved challenging, and in accordance with government's constitutional obligations to the rights holders of Section 23 of the *Canadian Charter of Rights and Freedoms*, it became evident that given the limited available space within the region, I needed to make a timely, yet difficult, decision.

It is my intention that the co-location of both school programs at the New Horizons School site will be a temporary arrangement. It is expected that sufficient space will be provided in the school or through the placement of modular classroom units at the school site in order to minimize the impact the sharing of facilities will have on the modernization of the school and on New Horizons School programming. The upcoming regional planning session will provide an opportunity to further explore options for finding a permanent home for the Francophone school in Sherwood Park.

I have been assured by Board Chair Kevin Bell that the Greater North Central Francophone Education Region Board is committed to maintaining positive working relationships with the New Horizons School Board and administrators. I have advised his administrative staff to work closely with New Horizons administrators to ensure that the educational needs of all current New Horizons School and École francophone de Sherwood Park students are kept at the forefront when planning for the temporary shared-space arrangement. This would include working together on a request for a temporary school to be built on the St. Theresa School site in spring 2016.

.../2

Ms. Jill Weiss  
Page Two

As you are no doubt aware, I have indicated that I would favourably consider a request from both boards for placement of new modular classrooms on the site as a way to mitigate the impact of the shared-space arrangement on the planned modernization of the school. Should your staff have any questions about the modernization project, please have them contact Michael Ediger, Director, Capital Planning North, at 780-427-2083 or [michael.ediger@gov.ab.ca](mailto:michael.ediger@gov.ab.ca) or John Lovell, Director, Learning Facilities North, at 780-422-7529 or [john.lovell@gov.ab.ca](mailto:john.lovell@gov.ab.ca).

In order to support development of a productive working relationship between New Horizons Charter School, École francophone de Sherwood Park and their respective students and parents, as well as to ensure that the shared school site and facilities are welcoming and enriching learning environments for all students, I am asking that your board organize a parent meeting with ministry staff. This meeting will be an opportunity for parents to identify issues and propose solutions, as well as to ask questions of the ministry staff in attendance.

A ministry-appointed facilitator will work with your board to develop an agenda for the parent meeting. I am requesting that the board determine the location and schedule the date and time of the meeting. In order to allow the administration of each school to meet before December 1 and 2, 2015, when the regional planning session with all four Sherwood Park school districts is scheduled, I would like to have the parent meeting occur in October 2015. The ministry will be responsible for the costs of this meeting.

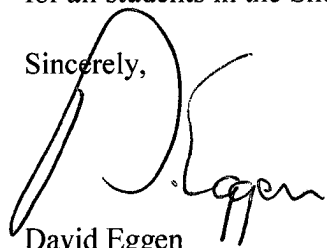
I have attached a letter for New Horizons Charter School parents advising them of the local community parent meeting, and I ask that you distribute the letter to parents on my behalf. I have made the same request of the Francophone board.

Maurice Trottier, Education Manager, will work with your superintendent to introduce you to the facilitator and assist where possible as you finalize the details for the meeting. If you have any other questions about the parent meeting, Mr. Trottier can be reached at 780-427-6714 or [maurice.trottier@gov.ab.ca](mailto:maurice.trottier@gov.ab.ca).

In regard to your concern that the transfer of legal title for the former St. Theresa School site from Elk Island Catholic School Board remains outstanding, I am giving due consideration to this issue and hope to address this matter as soon as possible.

I appreciate your co-operation and collaboration as we work together to provide education programs for all students in the Sherwood Park community.

Sincerely,



David Eggen  
Minister

Attachment

cc: Honourable Brian Mason, Minister of Infrastructure

**Board of Directors – Work Plan for 2016-17**

<b>September</b>	▪ Adopt Board Work Plan for 2016-17	✓
	▪ Receive Counsellor’s Report for 2015-16 School Year	✓
	▪ Set date for October Board meeting	✓
	▪ Receive report on provincial achievement test results (closed meeting)	✓
	▪ Set date for NHCS Society AGM	✓
▪		
<b>October</b>	▪ Conduct SGM; Hold Board elections	✓
	▪ Elect Board executive officers (must be within one week of SGM)	✓
	▪ Select members for Board standing committees	✓
	▪ Set dates for Board meetings (motion required)	✓
	▪ Notify Service Alberta of change in executive officers	✓
	▪ Sign Board Member Code of Conduct – Policy #101	✓
	▪ Receive Accountability Pillar Results Report for October 2016	✓
	▪ Attend TAAPCS Charter Board Directors/Regular Meeting #1	✓
	▪ Receive enrolment report for September 30, 2016	✓
	▪ Conduct initial orientation session for new Board members	✓
▪		
<b>November</b>	▪ Conduct AGM of NHCS Society	✓
	▪ Approve final Three-Year Education Plan 2016-17 to 2018-19	✓
	▪ Approve revised budget for 2016-17	✓
	▪ Approve Annual Education Results Report 2015-16	✓
	▪ Approve Audited Financial Statement Year Ending Aug 31/16	✓
	▪ Receive Report #1 from School Council	✓
▪		
<b>December</b>	▪ Receive Quarterly Financial Report for Sep - Nov 2016	✓
	▪ Receive Class Size Report for 2016-17	✓
▪		
<b>January</b>	▪ Attend TAAPCS Charter Board Directors/Regular Meeting #2	✓
	▪ Receive mid-year progress report on Three-Year Education Plan 2016-19	✓
	▪ Prepare breakfast for school staff – Jan. 20	✓
▪		
<b>February</b>	▪ Approve school calendar for 2017-18	<input type="checkbox"/>
	▪ Stakeholder Forum – Gather input on possible Education Plan priorities	✓
	▪	<input type="checkbox"/>

<b>March</b>	▪ Receive Quarterly Financial Report for Dec 2016 – Feb 2017	<input type="checkbox"/>
	▪ Approve Three-Year Capital Plan for 2017-18 to 2019-20	<input type="checkbox"/>
	▪ Board Retreat – Identify priorities for upcoming Education Plan	<input type="checkbox"/>
	▪ Administer Board-developed Stakeholder Survey	<input type="checkbox"/>
	▪	<input type="checkbox"/>
<b>April</b>	▪ Provide provisional approval to Education Plan 2017-18 to 2019-20	<input type="checkbox"/>
	▪	<input type="checkbox"/>
	▪	<input type="checkbox"/>
<b>May</b>	▪ Attend TAAPCS Charter Board Directors/Regular Meeting #3	<input type="checkbox"/>
	▪ Approve Budget for 2017-18	<input type="checkbox"/>
	▪ Receive Accountability Pillar Results Report for May 2016	<input type="checkbox"/>
	▪ Receive Board-developed stakeholder survey results	<input type="checkbox"/>
	▪ Consider salary adjustment for support staff, senior administration	<input type="checkbox"/>
	▪ Receive report from FANHS	<input type="checkbox"/>
	▪	<input type="checkbox"/>
<b>June</b>	▪ Assess Board Work Plan progress for 2016-17	<input type="checkbox"/>
	▪ Receive Quarterly Financial Report for Mar – May 2017	<input type="checkbox"/>
	▪ Schedule SGM of NHCS Society (requires 21 days’ notice; must be on or before Oct 10)	<input type="checkbox"/>
	▪ Schedule September 2017 Board meeting	<input type="checkbox"/>
	▪ Set date for Board Housekeeping Retreat	<input type="checkbox"/>
	▪ Receive Report #2 from School Council	<input type="checkbox"/>
	▪	<input type="checkbox"/>
	▪	<input type="checkbox"/>
<b>Ongoing</b>	▪ Consider proposals for new or amended Board policies	<input type="checkbox"/>
	▪ Receive recommendations from Board committees	<input type="checkbox"/>
	▪	<input type="checkbox"/>
	▪	<input type="checkbox"/>
<b>Annually</b>	▪ Negotiate collective agreement with ATA (as needed)	<input type="checkbox"/>
	▪ Undertake Superintendent evaluation	<input type="checkbox"/>
	▪ Undertake Board evaluation	<input type="checkbox"/>
	▪	<input type="checkbox"/>
<b>As Needed</b>	▪ Meet with:	<input type="checkbox"/>
	- County Council	<input type="checkbox"/>
	- MLAs	<input type="checkbox"/>
	▪	<input type="checkbox"/>



**MEMORANDUM**

February 8, 2017

To: Board of Directors

From: Don Falk - Superintendent

Re: Requests from The Association of Alberta Public Charter Schools

**Background:**

The attached correspondence from The Association of Alberta Public Charter Schools (TAAPCS) includes the (draft) minutes of the TAAPCS meeting held on January 21, 2017, as well as the following requests:

1. That member schools identify representatives to serve on the following committees that were established at the January TAAPCS' meeting:
  - a. Fees Committee
  - b. Communications Committee
2. That member schools respond with a preferred option regarding the TAAPCS' meetings scheduled for May 2017, to be held in Valhalla Centre, Alberta (500 km northwest of Edmonton, near Grande Prairie).

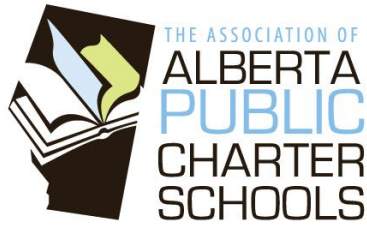
**Recommendation:**

It is recommended that the Board determine and submit responses to the requests from The Association of Alberta Public Charter Schools.



Don Falk – Superintendent

Attachments (3)



**The Association of Alberta Public Charter Schools  
Saturday, January 21, 2017  
Sheraton Red Deer Hotel  
3310 – 50 Ave., Red Deer, AB**

**MEETING MINUTES**

**ATTENDEES:** Marlene Lambe, Yvonne DePeel, Haytham Ghouriri, Abdul Aziz Houmsi, Samir Jalloul, Mohamed Salih, Issa Mosa, Sohail Sherwani, Dale Bischoff, Paola Mayo, Shamir Mukhi, Dale Erickson, Paul Knapp, Jan Jordan, Dianne McBeth, Geordie MacPherson, Wayne Marshall, Susan Chomistek, Denise Kitagawa, Roger Nippard, Kurtis Leinweber, Cindy McGlashan-Beaucage, Shelley Schroh, Pamela Wilson, Wayne Weinheimer, Lorie Skaper-Burtch, Cristian Rios, Meredith Poole, Ed Wittchen, Don Falk, Michelle Macdonald, Heather Christison, Boris Vidal, Jen Garrison, Rene de Meulles, Jason Garipey, John Picard, Joe Frank, John Liu, Linda Finlay, Tun Myo, Hal Curties

**BREAKFAST – 7:45 a.m.**

Celebration of Charter Schools - Spotlight: Aurora School  
Superintendent Dale Bischoff presented a video celebrating Aurora's proud 20-year history and the opening of a newly-constructed wing devoted to their Learning Commons. The video featured comments and endorsements from students, staff, parents and Board members, and was a great testament to the success of the school, and why they have a waiting list of 5000!

**REGULAR MEETING AGENDA**

**1. CALL TO ORDER - 8:45 a.m.**

1.1 Introductions: Co-President Dianne introduced our new Executive Director Kath Rhyason, who is doing an admirable job of mastering a steep learning curve, and had a few new participants introduce themselves. She also expressed appreciation for the wonderful entertainment provided by the adult choir of the Calgary Arts Academy at dinner the previous evening.

1.2 Consideration of Agenda

**#17/21/01-01** M/C to remove Item 1.4 Financial Report from the agenda.

*Joe Frank*

*Denise Kitagawa*

1.3 Approval of Minutes

**#17/21/01-02** M/C to approve the minutes of the October 7, 2016 regular meeting as presented.

*Boris Vidal*

*Paul Knapp*

## **2. REPORTS**

2.1 Charter Board Directors' Report – Co-Chair Paul Knapp reported that in their meeting the previous day, most of the discussion had centered on the proposed Organization Chart. The Directors are in agreement with the concept of Board members being represented on the TAPPCS Board, and Superintendents and Secretary-Treasurers assuming the role of Officers. Some discussion occurred regarding the importance of advocacy as a function of governance (i.e. “governance to governance” conversations).

2.2 Officers' Report – Since the last meeting, the primary activities have been 1. the search for/engagement of our Executive Director, 2. the review and call for input related to our bylaws, and 3. the creation of an organizational chart that reflects the revised bylaws and the new direction of the Association. Dianne introduced the TAAPCS Officers, as well as the Co-Chairs of the Charter Board Directors' Committee, Boris Vidal and Paul Knapp. Topics of discussion at the previous day's Superintendents' meeting included the proposed organization chart & bylaws, fee structure options, a report on Inclusion, the status of our grant application, OH&S, and our Research Grant proposal, as well as additional items from the floor related to the 2017 Conference, appeals regarding student matters, enrolment caps. Superintendents supported a recommendation that all TAAPCS correspondence would be sent to them for distribution within their organizations. This eliminates the confusion of multiple mailing lists based on prior attendance at meetings.

2.3 EAC Report - Since much of what EAC does is prepare the ground for the regular meeting agendas, most of what was discussed at the Nov. 18 meeting will be on today's agenda. In addition the committee considered the purpose & intent of EAC, the 2017 conference, government dynamics and the role of government as they impact our association, and our research mandate.

2.4 School Leadership Learning Initiative – The surplus that remains in the SLL account may not be used without the approval of AE and we have not received this yet. In the meantime, there is a March 10 session scheduled at Connect primarily on Inclusion, but also to discuss the School Leadership Quality Standards, and a May 23 session at MECCS on FNMI.

2.5 Alberta Education Field Services – Marlene reported that the December issue of the Director's Report was the last, as AE is reviewing its communication tools and looking at potentially more effective ways to connect with stakeholders. Current initiatives include: 1. Curriculum Development - responses to the fall survey have been analyzed and will be on the AE website in a month or so. Work on scope & sequence will begin later this year with more opportunities for consultation. 2. Alberta Research Network Call for Proposals – most charter schools have representation on that network and it is a great way to connect to post-secondary research opportunities. 3. New supports around math to improve math education. 4. Flexible timing on Gr. 6 & 9 provincial achievement test administration. 5. Royal Assent of Public Health Amendments Act aimed at improving immunization services and increasing immunization rates. 6. “Future Ready”, which is Alberta's new, integrated approach to education, skills and training “from kindergarten to career” in all areas of government.

## **3. BUSINESS ARISING**

3.1 Presentation of Organizational Chart – Refer to attachment. A suggestion was made to create a single box for Administration which would include the Officers, Executive Advisory Committee and Executive Director. The effect would mirror the Governance box and clarify that the reporting relationship to the Board is through the Administration. Consensus supported this change for clarification. Committees shown on the chart are suggestions.

### 3.2 Bylaws

3.2.1 Background to Revised Bylaws – The version of the bylaws presented for approval at this meeting has evolved over several meetings and input gathered since the priority goal “to improve governance” was identified in the Strategic Planning process of October 2015. “Draft 2” was completed and circulated in Dec. 2016 and tries to negotiate a “middle ground” in recognition of disparate feedback from various sources.

3.2.2 Presentation of Bylaws (Revised) – Displayed on screen: please note that a “Definitions” page was added since Draft 2 was circulated, as well as the wording that appeared in blue.

#### 3.2.3 Special Resolution

**#17/21/01-03** M/C that the existing bylaws of The Association of Alberta Public Charter Schools Society are repealed in their entirety and are replaced with the  
*Paul Knapp*  
*Geordie MacPherson* bylaws attached hereto as Appendix A.

**#17/21/01-04** M/C that the Committee be authorized to correct article and section  
*Haytham Ghouriri* designations, punctuation, capitalization, grammar, and cross-references,  
*Geordie MacPherson* and to make other such technical and conforming changes as may be necessary to reflect the intent of the Association.

3.3 Communications Strategy – Roger Nippard led a discussion of the results of our Hill+Knowlton communications strategy and what our next steps should be; various opinions/suggestions were offered as to how aggressive we should be going forward and whether we should expend any more of the allocated funds at this time. It was generally agreed that the goals for the communications committee were achieved (i.e. opportunity to meet with the Minister of Education, budget confirmation of continued support for charter schools, assurance that the Minister had no plans to eliminate the TAAPCS member schools, support for the TAAPCS request to be “at the table” for any discussions regarding charter schools, and next steps in the Communications Strategy. A next step includes a detailed plan, forthcoming from a proposed communications committee, along with a proposed budget for achieving the plan. Any further expenditure on Communications depends on budget approval.

### 4. NEW BUSINESS (& discussion)

4.1 Presentation of Budget 2016-17 – See attachment presenting Draft Budget based on Options A, B & C. Each results in a significantly different financial position for the 2016-17 fiscal year.

4.2 Membership Fees – Option A is status quo, Option B offers alternatives based on student FTE’s, Option C is a combination of Basic Fee plus FTE assessment.

#### 4.3 Motion to Approve the Fees

**#17/21/01-05** M/C to approve Membership Fee Option A for the 2016-17 fiscal year.  
*Cindy McGlashan-Beaucage*  
*Linda Finlay*

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**#17/21/01-06** M/C that the meeting be extended until 2:30 p.m. to enable completion of the  
*Haytham Ghouriri* agenda items.  
*Paul Knapp*

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**#17/21/01-07**  
*Cindy McGlashan-Beaucage*  
*Michelle Macdonald* M/D that the Association commit up to \$33,000 from the accumulated operating surplus to the development and implementation of a communications initiative focused on 1. creating greater understanding of and support for Alberta charter schools among Alberta citizens, and 2. enabling the Association to achieve its key strategic objectives.

*Paul Knapp*  
*No seconder*  
Without a seconder, the amendment was not considered. Proposed amendment – that the amount specified in the above motion be reduced to \$29,000.

**#17/21/01-08**  
*Boris Vidal*  
*Geordie MacPherson* M/C that a committee be formed to determine a Fee Structure to be presented at the May general meeting.  
Note: Heather will put out a call for volunteers through Superintendents.

**#17/21/01-09**  
*Denise Kitagawa*  
*Geordie MacPherson* M/C that the aforementioned committee commence prior to May in order that they may bring spending recommendations to the May general meeting.

#### 4.4 Motion to Approve Budget 2016-17

**#17/21/01-10**  
*Haytham Ghouriri*  
*Paul Knapp* M/C to approve the budget containing Membership Fee Option A.

**5. ANY OTHER BUSINESS** – As per the favourable feedback received to this suggestion last fall, John Picard reminded the membership that Valhalla Community School is looking forward to hosting our May meeting. Further information will be forthcoming as to accommodation and transportation.

**#17/21/01-11**  
*Geordie MacPherson*  
*Michelle Macdonald* M/C that the May TAAPCS meeting be held on May 12/13, i.e. Friday/Saturday.

#### 6. ADJOURNMENT: 2:30 p.m.

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#### *Notice of Important Dates - 2017*

- TAAPCS Regular Meeting: May 12/13 (Valhalla Centre)
- TAAPCS Biennial Conference: October 27 (Aurora School Hosts)
- TAAPCS EAC Meetings: March 3, April 17, June 9
- SLL Sessions: March 10 (R. Clarke), May 23 (Mother Earth – L. Guthro), 3<sup>rd</sup> TBD

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#### *Other Events by TAAPCS Member Organizations*

Calgary Area: (Contact CGS at 403-252-0702)

- Board Development Seminar #2 January 24 with B. Kallal
- Board Development Seminar #3 March 23 with Communications Consultant

Edmonton Area: (Contact Heather Christison at 780-468-2598 or [christison@suzukischool.ca](mailto:christison@suzukischool.ca))  
Effective Meetings Seminar Thursday March 9, 2017. Dinner at 5:30, Session 6:00-8:30  
Suzuki Charter School 10720 – 54 St.

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## Formation of committees

1 message

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**Kath Rhyason** <kerhyason@gmail.com>

Wed, Feb 1, 2017 at 3:46 PM

To: Don Falk <dfalk@newhorizons.ca>, Yvonne DePeel <ydepeel@esl-almadina.com>, Roger Nippard <roger.nippard@ffca-calgary.com>, Ed Wittchen <ed.wittchen@telus.net>, Dale Bischoff <dbischoff@auroraschool.ca>, Dale Erickson <derickson@calgaryartsacademy.com>, Teresa DiNinno <tdininno@capeisgreat.org>, Susan Chomistek <susan.c@connectcharter.ca>, John Brosseau <jbrossea@telus.net>, John Picard <jpicard@valhallaschool.ca>, Joe Frank <joe.frank@westmountcharter.com>, Dianne McBeth <Dianne.McBeth@calgarygirlsschool.com>  
Cc: Meredith Poole <meredith.poole@ffca-calgary.com>, Heather Christison <christison@suzukischool.ca>

Hello!

You will recall from the general meeting in Red Deer that two committees were to be formed. One is to review membership fees and the other is to develop a communication plan. In both cases, costs are part of the recommendation that is to be considered at the general meeting on May 12/13 at Valhalla Charter School.

Heather Christison and I have looked at our calendars and tentatively set the second week of March for the first conference calls. That leaves 2 months to do this work.

Please choose your representative for each committee and forward their name to [Heather for the Fees Committee](#) and [Meredith for the Communications Committee](#). The deadline is **February 27, 2017**.

Thank you for your help with these committees.

Kath

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### 2 attachments

 **Fee Recommendation Ad Hoc Committee.docx**  
14K

 **Communications Ad Hoc Committee.docx**  
15K

## Communications Ad Hoc Committee

Mandate: The mandate of this committee is to research and develop and propose a detailed communication plan for consideration at the May 13, 2017 general meeting.

### Composition:

Each Charter school board may appoint a committee member. The President and Executive Director are ex officio members of the committee. Association treasurer and secretary and others may be invited guests when appropriate.

### Chair/Co-Chairs:

At the first meeting of the committee the members shall choose a chair and a recorder for the committee. Co-chairs/recorders are at the discretion of the committee.

### Term:

The committee will serve a term of six months to the end of this fiscal year. Members of the ad hoc committee may form the standing communications committee at the organizational portion of the AGM.

### Meetings:

The initial meeting will be held the second week of March. At that time the committee can propose future meeting times and dates. Ideally the meeting will be electronic but this doesn't preclude the opportunity for a face to face meeting.

### Minutes:

Minutes will be kept by the committee recorder. Minutes should be sent to the Executive Director and committee members within one week of the meeting. Amendments shall be suggested by email.

### Budget:

Each charter school board shall pay costs for their appointee. The Association will pay costs for the conference calling charges and Executive Director.

### Responsibilities:

Develop a detailed plan with a proposed budget for achieving the plan. (Any further expenditure on Communications depends on budget approval.)

See below.

Information that might help the committee

Background - Excerpt from January 21, 2017 Minutes

3.3 Communications Strategy – Roger Nippard led a discussion of the results of our Hill+Knowlton communications strategy and what our next steps should be; various opinions/suggestions were offered as to how aggressive we should be going forward and whether we should expend any more of the allocated funds at this time. It was generally agreed that the goals for the communications committee were achieved (i.e. opportunity to meet with the Minister of Education, budget confirmation of continued support for charter schools, assurance that the Minister had no plans to eliminate the TAAPCS member schools, support for the TAAPCS request to be “at the table” for any discussions regarding charter schools, and next steps in the Communications Strategy. A next step includes a detailed plan, forthcoming from a proposed communications committee, along with a proposed budget for achieving the plan. Any further expenditure on Communications depends on budget approval.

The detailed plan should include short and long term goals, strategies, actions, timelines and responsibilities. An addendum to the plan should provide costs to the Association.

Topics from the general meeting you may want to consider are below. These topics plus others the committee may propose may become the goals in the plan. In planning timelines you will decide if they are short, medium or long term goals.

- Caps on number of students
- Expansion of number of charter schools in Alberta
- Inclusion
- Transportation
- Facilities
- Long term charters
- Support for research proposals
- Communication tool to educate external groups about Alberta’s Public Charter Schools

Who is our audience?

How much will each goal cost?

Will we contract someone to lobby? To do communication?

-?

-?

-?



## Fee Recommendation Ad Hoc Committee

Mandate: The mandate of this committee is to develop and propose a detailed fee structure for consideration at the May 13, 2017 general meeting.

Composition:

Each Charter school board may appoint a committee member. The Association Treasurer will chair the committee. The President and Executive Director are ex officio members of the committee.

Chair/Co-Chairs:

At the first meeting of the committee, the members shall choose a recorder for the committee. Co-recorders are at the discretion of the committee.

Meetings:

The initial meeting will be held the second week of March. At that time the committee can propose future meeting times and dates. Ideally the meetings will be electronic but this doesn't preclude the opportunity for a face to face meeting.

Minutes:

Minutes will be kept by the committee recorder. Minutes should be sent to the Executive Director and committee members within one week of the meeting. Amendments shall be suggested by email.

Budget:

Each charter school board shall pay costs for their appointee. The Association will pay costs for the conference calling charges and Executive Director.

Responsibilities:

Develop a recommendation for the 2017-2018 membership fees for the Board of Directors consideration at the May 2017 meeting.

See below.

Consideration that might help the committee

- Background of fees, how they compare to other similar organizations
- What impact do fees have on TAAPCS Budget?
- What should fees be based on? FTE's? Range of student numbers?
- Rational for each of the above?
- Sustainability and predictability
- What is the committee prepared to recommend



Don Falk <dfalk@newhorizons.ca>

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## FW: May TAAPCS Meeting - Request for Information

1 message

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**Meredith Poole** <meredith.poole@ffca-calgary.com>

Fri, Feb 3, 2017 at 3:09 PM

To: "Dale Bischoff (Aurora)" <dbischoff@auroraschool.com>, "Dale Erickson (CAA)" <derickson@calgaryartsacademy.com>, "Dianne McBeth (CGS)" <Dianne.McBeth@calgarygirlsschool.com>, "Don Falk (New Horizons)" <dfalk@newhorizons.ab.ca>, "Ed Wittchen (MECCS)" <ed.wittchen@telus.net>, "Heather Christison (Suzuki)" <christison@suzukischool.ca>, "Joe Frank (Westmount)" <joe.frank@westmountcharter.com>, "John Brosseau (Boyle St)" <jbrossea@telus.net>, "John Picard (Valhalla)" <jpicard@valhallaschool.ca>, "Johnathan Liu (Westmount)" <johnathan.liu@westmountcharter.com>, Kurtis Leinweber <kurtis.leinweber@ffca-calgary.com>, "Lynne Paradis (Suzuki)" <paradisl@suzukischool.ca>, Roger Nippard <roger.nippard@ffca-calgary.com>, "Susan Chomistek (CCS)" <susan.c@connectcharter.ca>, "Teresa DiNinno (CAPE)" <tdininno@capeisgreat.org>, "Yvonne DePeel (Almadina)" <ydepeel@esl-almadina.com>

Cc: Kathleen Rhyason <kerhyason@gmail.com>

Please send your responses back to me asap – thanks.

Meredith

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**From:** Dianne McBeth [mailto:[Dianne.McBeth@calgarygirlsschool.com](mailto:Dianne.McBeth@calgarygirlsschool.com)]

**Sent:** Friday, February 03, 2017 2:52 PM

**To:** Meredith Poole

**Cc:** Lynne Paradis (Suzuki); Yvonne DePeel ; Dale Erickson (CAA); Kathleen Rhyason

**Subject:** May TAAPCS Meeting - Request for Information

1. How many people from your organization will be attending the spring General Meeting in Valhalla?  
\_\_\_\_\_ When do your attendees plan to arrive? (Th., Fri. or Sat.)

2. Which of the suggested schedules options do you prefer? (Please consider flight information below when you look at the proposed schedule(s)). Option **One or Two?** Valhalla is requesting **Option 1.**

### **OPTION 1: (Revised Schedule TAAPCS on Friday)**

-Arrive GP Thursday evening - Stay at Hythe Hotel (people have to reserve individually. Hotel not willing to "block" rooms)

- Breakfast at the Mercantile Cafe in Valhalla Centre Friday

- Lunch selected during breakfast and delivered from the Mercantile to the school

- **Regular TAAPCS meetings on Friday** (school spotlight/presentation at school during day)

- Supper and social evening Friday at a hotel in Grande Prairie

- Superintendent (Executive Advisory), Directors, other committee meetings Saturday morning

**OPTION 2: (Regular Schedule TAAPCS on Saturday)**

- Arrive GP Thursday evening - Stay at Hythe Hotel (people have to reserve individually. Hotel not willing to "block" rooms
- Breakfast at the Mercantile Cafe in Valhalla Centre Friday
- Lunch selected during breakfast and delivered from the Mercantile to the school
- Superintendents' Meeting, Directors' Meeting on Friday with banquet in evening.
- School presentation with students on Friday during school or at banquet)
- **Regular TAAPCS Meeting on Saturday** morning (ends at noon for 2:50 pm flights out)

Note: The Chair of the Directors' Committee has requested the Directors' meeting to be held on Saturday before the Regular Meeting. The time is very tight on Saturday. Usually the TAAPCS Regular Agenda is 5-6 hours. Is the Directors' Meeting redundant if the items can be placed on the Regular Meeting Agenda? **Thoughts?**

Please reply to Meredith who will keep track of responses.

*Note:*

- *Direct Flights from Calgary (about 90 minutes) on Thursday and Friday - Valhalla another 45 minutes from GP airport: (Edmonton people might drive?)*  
*9:50 AM; 12:50 PM; 4:05 PM; 4:40 PM, 7:50 PM*
- *Direct Flights Saturday to Calgary: 11:50 AM; 2:50 PM; 9:20 PM*