



Board Meeting

Agenda Package

May 17, 2017

☞ *New Horizons Charter School Society* ☞

AGENDA**Type of Meeting:** Board**Date:** May 17, 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
MAY 17, 2017**

AGENDA

- | | | | |
|-----|---|-----------------|---------|
| 1. | Call to Order | Jill Weiss | 7:00 pm |
| 2. | Adoption of Agenda | Jill Weiss | 7:01 pm |
| 3. | Disclosure of Conflict of Interest | Jill Weiss | 7:03 pm |
| 4. | Approval of Minutes | | 7:04 pm |
| | 4.1 April 19, 2017 – attachment | Jill Weiss | |
| 5. | Administration Reports | | 7:06 pm |
| | 5.1 Principal's Report | Ted Zarowny | |
| | 5.2 Superintendent's Report - attachment | Don Falk | |
| 6. | Board Reports | | 7:16 pm |
| | 6.1 Board Chair's Report | Jill Weiss | |
| | 6.2 Committee Reports | Jill Weiss | |
| 7. | New Business | | 7:20 pm |
| | 7.1 Report from Fundraising Association of New Horizons School (FANHS) | Heather Bezilny | |
| | 7.2 Proposed Budget 2017-18 - attachment | Fred de Kleine | |
| | 7.3 Sublease with Greater North Central Francophone Education Region No. 2 – attachment | Don Falk | |
| 8. | Board Work Plan | | 8:40 pm |
| | 8.1 Board Work Plan 2016-17 - attachment | Jill Weiss | |
| 9. | The Association of Alberta Public Charter Schools | Jill Weiss | 8:45 pm |
| | 9.1 Letter (2017-04-04) from Minister D. Eggen re Invitation to TAAPCS Meetings | | |
| | 9.2 Letter (2017-04-04) from Minister D. Eggen re <i>Bill 1: An Act to Reduce School Fees</i> | | |
| | 9.3 Letter (2017-04-12) from Minister D. Eggen re <i>Bill 1: An Act to Reduce School Fees</i> | | |
| 10. | Receipt of Reports | Jill Weiss | 8:50 pm |

AGENDA

Type of Meeting: Board

Date: May 17, 2017

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

- | | | | |
|-----|---|------------|---------|
| 11. | Correspondence Sent | Jill Weiss | 8:51 pm |
| 12. | Correspondence Received | Jill Weiss | 8:52 pm |
| | 12.1 Letter (2017-05-12) from Minister D. Eggen re
Request for Increase in Enrolment Cap | | |
| 13. | In Camera | Jill Weiss | 8:53 pm |
| 14. | Adjournment | Jill Weiss | 9:10 pm |

Next Board Meeting – Wednesday, June 14, 2017, at 7:00 p.m.

NEW HORIZONS CHARTER SCHOOL SOCIETY
MINUTES

Type of Meeting: Board

Date: April 19, 2017

Initials: Chair _____

Approved: DRAFT

Recorded By: Cheri Unterschultz

Secretary _____

April 19, 2017 7:00 PM

Board Members Present At Call To Order:

Jill Weiss
CHAIR

Nicole Pasemko
DIRECTOR

William Watson
DIRECTOR

Michelle Macdonald
DIRECTOR

Inna Mackay
DIRECTOR

Trevor Panas
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

Chair Weiss called the meeting to order at 7:01 pm.

2. Adoption of Agenda

Motion 2017-04-19-01 Motion to adopt agenda for the Board Meeting April 12, 2017 with the additional item; 8.2 New Business - TAAPCS Communications Sub-Committee.

Moved: Director Coles, Seconded: Director Panas, Carried

3. Disclosure of Conflict of Interest:

None

NEW HORIZONS CHARTER SCHOOL SOCIETY
MINUTES

Type of Meeting: Board

Date: April 19, 2017

Initials:

Chair _____

Approved: DRAFT

Recorded By: Cheri Unterschultz

Secretary _____

Motion 2017-04-19-03 Motion to approve the Provisional Three Year Education Plan as presented with final approval in the fall of 2017.

Moved: Director Mackay, Seconded: Director Macdonald, Carried

8.2 The Association of Alberta Public Charter Schools Communications Sub-Committee

Chair Weiss spoke of the TAAPCS Communications Sub-Committee formation and the committee's communication initiative.

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.

10. The Association of Alberta Public Charter Schools

10.1 Letter (2017-03-03) to Alberta Corporate Registry re TAAPCS Bylaw Revisions

10.2 Letter (2017-03-13) to Minister Eggen re Bill 1: An Act to Reduce School Fees

10.3 Letter (2017-03-03) to Premier Notley and other Political Leaders re Bill 1: An Act to Reduce School Fees

11. Receipt of Reports

Motion 2017-04-19-04 Motion to receive reports as presented to the Board.

Moved: Director Watson, Seconded: Director Panas, Carried

12. Correspondence Sent

None

NEW HORIZONS CHARTER SCHOOL SOCIETY
MINUTES

Type of Meeting: Board

Date: April 19, 2017

Initials:

Chair _____

Approved: DRAFT

Recorded By: Cheri Unterschultz

Secretary _____

13. Correspondence Received

- 13.1** Letter (2017-04-04) from Conseil scolaire Centre-Nord Board Chair Nathalie Lachance re Grand Opening of École Claudette-et-Denis-Tardif

14. Motion to Move into Camera:

Motion 2017-04-19-05 Motion to move into camera at 8:37 pm.

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

15. Motion to Move Out of Camera:

Motion 2017-04-19-06 Motion to move out of camera at 8:40 pm.

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

16. Adjournment

Chair Weiss adjourned the meeting at 8:40 pm.

Next Board Meeting - Wednesday, May 17, 2017 at 7:00 pm.



Superintendent's Report to the Board of Directors

May 17, 2017

1. **Presentations by Dr. Linda Silverman**

I was privileged recently to attend two presentations by Dr. Linda Silverman (Director of the Gifted Development Center in suburban Denver).

- a) *If Our Child is so Smart, Why Aren't Our Lives Easier? An Evening with Dr. Linda Silverman.* Mr. Zarowny and several New Horizons' parents were also in attendance at this event.
- b) *Supporting Gifted Learners - Why Do We Need Gifted Education? A Day with Dr. Linda Silverman.* Several New Horizons' teachers and one NHS parent were also in attendance at this event.

2. **Administrative Professionals Day**

The school was pleased to celebrate Administrative Professionals Day on April 26, 2017. This event provides opportunity to acknowledge the important contribution that our office staff makes to the successful operation of our school.

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

Together with Board Chair Jill Weiss and Vice Chair Nicole Pasemko, I was pleased to attend meetings of The Association of Alberta Public Charter Schools on May 12 and 13, 2017, held at Valhalla Community School (40 minutes northwest of Grande Prairie).

4. **Modernization Update**

For the most part, Phase 2 of the modernization project was completed on Friday, April 21, 2017. Classroom moves needed to enable commencement of Phase 3 occurred on April 24 and 25, with the actual work of Phase 3 beginning on April 26.

Phase 3 of the project is now well underway. Included in this phase are the following key components:

- Major renovation of the kindergarten classroom and student washrooms adjacent to kindergarten.
- Major renovation and reconfiguration of the community kitchen and the office spaces formerly occupied by the superintendent, secretary-treasurer etc., so as to transform the community kitchen into an instructional space for foods classes and to create an adjacent classroom.

- Major renovation of the three classrooms across the hall and to the south of the Learning Commons.
- Completion of tasks remaining in Phases 1 and 2 (e.g. installation of whiteboards, installation of ceiling in Learning Commons, installation of several interior doors)

A detailed preliminary schedule for Phase 3 is attached. Phase 3 is scheduled for completion near the end of the June, with the exact date yet to be determined.

The Legacy Project associated with the modernization project is scheduled for June 5-9, 2017. During this project, an artist in residence will work with students, staff, and construction workers to collaborate in the creation of a tile mural for placement on the north wall of the Learning Commons.



Don Falk,
Superintendent

NHCS PHASE 3 SCHEDULE

2017-04-11
 Scott Klooster

NO	TASK	START	FINISH	DURATION		RESOURCE	May, 2017						June, 2017				
							23	30	07	14	21	28	04	11	18		
		2017-04-24	2017-06-24	62	44												
1	Phase 3	2017-04-24	2017-06-24	62	44		Phase 3										
1.1	Ante Room Hoarding	2017-04-24	2017-04-24	1	1		Ante Room Hoarding										
1.2	AHU 3 Demo	2017-04-24	2017-04-26	3	3		AHU 3 Demo										
1.3	Asbestos Abatement	2017-04-24	2017-04-28	5	5		Asbestos Abatement										
1.4	Clean Demo	2017-04-24	2017-04-28	5	5		Clean Demo										
1.5	Plumbing Demo	2017-04-24	2017-04-28	5	5		Plumbing Demo										
1.6	Electrical Demo	2017-04-24	2017-04-28	5	5		Electrical Demo										
1.7	HVAC Demo	2017-04-24	2017-04-28	5	5		HVAC Demo										
1.8	Cut openings in block wall	2017-04-28	2017-04-29	2	1		Cut openings in block wall										
1.9	HVAC Rough in	2017-05-01	2017-05-12	12	10		HVAC Rough in										
1.10	Electrical Rough In	2017-05-01	2017-05-12	12	10		Electrical Rough In										
1.11	Waterline/Glycol Rough in	2017-05-01	2017-05-12	12	10		Waterline/Glycol Rough in										
1.12	Saw cut Floor	2017-05-01	2017-05-02	2	2		Saw cut Floor										
1.13	Trench Plumbing Roughin	2017-05-02	2017-05-03	2	2		Trench Plumbing Roughin										
1.14	Plumbing Trench Infill Prep	2017-05-03	2017-05-04	2	2		Plumbing Trench Infill Prep										
1.15	Housekeeping Pad Form	2017-05-03	2017-05-04	2	2		Housekeeping Pad Form										
1.16	Pour trenches/ housekeeping pad	2017-05-05	2017-05-05	1	1		Pour trenches/ housekeeping pad										
1.17	Begin Building AHU 3	2017-05-08	2017-05-19	12	10		Begin Building AHU 3										
1.18	Bathroom Plumbing Rough in	2017-05-08	2017-05-09	2	2		Bathroom Plumbing Rough in										
1.19	Block Infill	2017-05-10	2017-05-12	3	3		Block Infill										

NO	TASK	START	FINISH	DURATION		RESOURCE
		2017-04-24	2017-06-24	62	44	

May, 2017						June, 2017		
23	30	07	14	21	28	04	11	18

1.20	Steel Stud Framing	2017-05-15	2017-05-15	1	1	
1.21	Board Walls	2017-05-16	2017-05-16	1	1	
1.22	Taping	2017-05-17	2017-05-24	8	5	
1.23	Painting	2017-05-25	2017-05-31	7	5	
1.24	Interior Window Install	2017-05-31	2017-06-02	3	3	
1.25	Door Hardware Install	2017-06-05	2017-06-07	3	3	
1.26	T-bar Grid Install	2017-06-07	2017-06-09	3	3	
1.27	Electrical Finishing	2017-06-12	2017-06-12	1	1	
1.28	Plumbing Finishing	2017-06-12	2017-06-12	1	1	
1.29	HVAC Finishing	2017-06-12	2017-06-12	1	1	
1.30	Millwork Install	2017-06-12	2017-06-16	5	5	
1.31	Ceiling Tile Install	2017-06-21	2017-06-23	3	3	
1.32	Flooring	2017-06-19	2017-06-22	4	4	
1.33	Final Clean	2017-06-23	2017-06-24	2	1	





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

MEMORANDUM

May 12, 2017

To: Board of Directors

From: Don Falk - Superintendent

Subject: Report from Fundraising Association of New Horizons School

Background:

Ms. Heather Bezilny, President of the Fundraising Association of New Horizons School (FANHS) will be present at the Board meeting of May 17, 2017, to present a report from FANHS. Documents in support of her presentation are attached.

Recommendation:

It is recommended that the report from the Fundraising Association of New Horizons School be received as information.

A handwritten signature in blue ink, appearing to read "Don Falk", with a long horizontal stroke extending to the right.

Don Falk – Superintendent

Attachments (4)

FANHS Report

NHCSS Board Meeting – Wednesday May 17, 2017

FANHS is a separate legal society governed by the Alberta Societies Act which also meets the requirements of the Alberta Gaming and Liquor Commission (AGLC). FANHS operates within the New Horizons Charter School and is guided by the letter from the Superintendent (March 21, 2014) outlining expectations and requirements.

In addition to the fundraisers listed on the attached summary, FANHS also organizes Scholastic book fairs. This year we raised approximately \$5066.83 in credit which the school can use towards anything in the Scholastic catalogs – books, furniture, educational aids/toys, etc.

FANHS Casino took place on February 21 and 22, 2017. The funds are anticipated for late May/June. Typically this fundraiser raises about \$20,000 for the school and we only get the opportunity for a casino fundraiser every 3-4 years. Casino funds must be used within 2 years and have restrictions on what the funds can be used for. This year's funds were designated for the purchase of chrome-books.

Please find attached:

- Annual financial statement for 2015-2016
- Fundraising summary (multi year)
- Financial report for current school year

Heather Beztilny

FANHS President

Fundraising Association of New Horizons School

Financial Statement

For the year 01/09/2015 to 31/08/2016

Assets

General - 1781111	54,536.30
Casino - 3376845	0.09

Total Assets 54,536.39

Liabilities

Total Liabilities 0.00

Equity

General Fund	29,536.30
Casino	0.09
Contingency	25,000.00

Total Equity 54,536.39

Total Liabilities and Equity 54,536.39

Income

Bank Interest	38.34
Elite Discount Cards	4,480.00
QSP Magazines	5,133.81
Purdy's Chocolates	5,434.33
Mabel's Labels	69.79
No-Fuss Fundraiser	700.00
Hot Lunch Program	58,056.50
Family Game Night	748.25
Family Game Night - Raffle	269.00
Scholastic Book Fair	5,209.65

Total Income 80,139.67

Disbursements

FANHS Operating Expenses:

Babysitting	20.00
Office Supplies	51.38
Insurance	150.00

Total FANHS Operating Expenses 221.38

QSP	150.00
Elite Discount Card	2,437.33
Purdy's Chocolates	10.00
Hot Lunch Program	51,694.80
Family Game Night	286.43
Raffle	54.68
Scholastic Book Fair	5,209.65

59,842.89

Total FANHS Expenses 60,064.27

School Council Expenses

School Support:

Chess Club	73.09
Reach the Top Buzzers	248.01
Forgotten Lunches	133.55
Winter Carnival	88.43
Sports Day	117.52
Drama	361.75
Kindergarten Grad	128.10
Grade 9 Grad	281.39
Foods Class Knives	461.98
Science Equipment	827.18
Staff Appreciation Lunch	219.03

Total School Council School Support Expenses 2,940.03

Classroom Support:

Field Trips	4,615.82
Recess Equipment	214.29
Classroom Incentives	974.78

Total School Council Classroom Support Expenses 5,804.89

School Enhancement:

Gym Equipment	3,454.45
Learning Commons	1,807.36
Chrome books	7,239.00
3D - Printer	2,000.00
Stage Equipment	1,225.76

Total School Council School Enhancement Expenses 15,726.57

Community Building/Parent Support:

Guest Speaker - Lannie Kanevsky	200.00
School Council Banner	106.76
Year-end BBQ	405.27

Total School Council Community Building/Parent Support Expenses	<u>712.03</u>
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School Council Administration	
Babysitting	40.00

Total School Council Administration Expenses	<u>40.00</u>
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Total School Council Expenses	<u>25,223.52</u>
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Total Disbursements	<u>85,287.79</u>
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Net Revenues	-5,148.12
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**Fundraising Association of New Horizons School
Summary of Fundraisers and Support As Of April 30, 2017**

Fundraising Activity	Profit by Fundraiser Per Year													
	2016/2017	2015/2016	2014/2015	2013/2014	2012/2013	2011/12	2010/11	2009/10	2008/09	2007/08	2006/07	2005/06	2004/05	2003/04
Allie Golon (speaker)													\$ 196.24	
Bulk Food														\$ 145.10
Chocolicious			\$ 948.35											
Clothing							\$ 233.14		\$ 67.61	\$ (182.33)	\$ (15.68)	\$ 1,868.00	\$ 5.78	\$ (409.68)
Card Workshop										\$ 240.00				
Easter Lily													\$ 133.00	
Elite Discount Cards		\$ 2,042.67												
Entertainment Books					\$ 5,880.14	\$ 5,686.10	\$ 4,298.12	\$ 3,384.82						
Family Dance														\$ 402.85
Family Fun Fair				\$ 3,629.05										
Famil Games Night		\$ 730.82												
Family Portrait											\$ 240.00	\$ 160.00	\$ 400.00	\$ 320.00
Gift Certificates (Sobey's)													\$ 532.70	\$ 514.15
Hot Lunch *	\$ 23,391.51	\$ 6,361.70	\$ 5,359.07	\$ 4,581.92	\$ 5,213.46	\$ 4,305.10	\$ 5,388.31	\$ 2,907.56	\$ 4,489.01	\$ 2,625.64	\$ 1,499.72			
Little Caesar's				\$ 765.00										
Mabel's Labels *	\$ 112.53	\$ 69.79	\$ 123.38	\$ 69.37										
Make It Sow				\$ 815.74										
Mayor's Walk													\$ 803.45	\$ 1,260.00
Meat										\$ 308.00	\$ 741.00	\$ 871.00	\$ 368.00	\$ 424.00
Milk						\$ (2,278.12)	\$ 709.30	\$ 68.37	\$ 276.57	\$ 1,138.20	\$ 551.20	\$ 203.84	\$ 673.94	\$ 468.79
Mom's Pantry				\$ 1,908.18										
No Fuss Fundraiser *	\$ 169.67	\$ 700.00	\$ 8,741.00	\$ 5,740.00			\$ 100.00	\$ 370.00	\$ 75.00	\$ 11,541.94				
Panago Pizza Certificates				\$ 1,000.00										
Poinsettia's													\$ 452.78	
Purdy's Chocolates		\$ 5,424.33	\$ 4,505.90	\$ 5,222.27	\$ 5,130.48	\$ 3,054.50								
QSP Reading		\$ 4,983.81	\$ 5,521.80	\$ 9,624.59	\$ 7,775.12	\$ 7,515.68	\$ 7,873.41	\$ 4,894.12	\$ 2,503.22	\$ 834.50				
R. Bateman Calendars												\$ 163.17		
Raffle Ticket Sales														\$ 528.00
Salisbury Greenhouse													\$ 108.00	\$ 405.45
School Supplies														
Shop & Support								\$ 90.65	\$ 302.80	\$ 455.25	\$ 448.00			
Silent Auction/Pub Night			\$ 6,016.40								\$ 7,107.78	\$ 3,016.22		
Student Union Ticket Paks									\$ 1,425.00	\$ 1,610.80	\$ 2,374.80	\$ 1,785.60	\$ 2,045.50	\$ 1,982.39
Webkinz										\$ 289.00				
Casino - AGLC (restricted use)	TBD			\$ 20,315.27			\$ 19,188.33		\$ 18,638.48	* values prior to 2009 not available				
Total Raised per Year	\$ 23,673.71	\$ 20,313.12	\$ 31,215.90	\$ 53,671.39	\$ 23,999.20	\$ 18,283.26	\$ 37,790.61	\$ 11,715.52	\$ 27,777.69	\$ 18,861.00	\$ 12,946.82	\$ 8,067.83	\$ 5,719.39	\$ 6,041.05

TBD = To Be Determined (year is not complete)

* Ongoing (year is not complete)

FANHS Treasurer Report APRIL 30, 2017

Income - General	Income	Expenses	Outstanding	Net Revenue
Scholastic Book Fair	\$ 4,333.95	\$ 4,333.95		\$ -
Hot Lunch*	\$ 61,058.72	\$ 37,667.21	\$ 16,000.00	\$ 7,391.51
Mabels Label	\$ 112.53			\$ 112.53
No Fuss	\$ 169.67			\$ 169.67
Account Intererst	\$ 24.94			\$ 24.94
	\$ 65,699.81	\$ 42,001.16	\$ 16,000.00	\$ 7,698.65
Total Income - General			Estimated valued	
 Assets				
General Bank Account	\$ 77,182.78			
Casino Account	\$ 0.09			
Float	\$ 50.00			
Total Assets		\$ 77,232.87		
 Liabilities				
Contingency Fund	\$ 25,000.00			
FANHS Operating - remaining budget	\$ 150.53			
Hot Lunch (Ordering Website, Supplies)	\$ 950.00			
School Council - remaining budget	\$ 47,597.20			
Total Liabilities		\$ 73,697.73		
Outstanding Cheques		\$ 21.26		
Total Fundraising Dollars Available as at April 30, 2017		\$ 3,513.88		

A budget of \$48,250.00 was approved on June 22, 2016 for School Council for 2016-2017

Note: Includes \$20,000 for Chrome Books only to be purchased once Casino Funds received

Detailed School Council (SC) Expenses to April 30, 2017

SC - Administrative Expenses	\$20.00	Administration
SC - Forgotten Lunches	\$88.02	School Support
SC - Snacks for Jr. High Investigations	\$143.31	School Support
SC - Student Incentives	\$114.96	Classroom Support
SC - Teacher Meals	\$286.51	School Support
SC - Budget \$48,250.00	\$652.80	

Detailed FANHS Operating Expenses to April 30, 2017

Bank Supplies (Eg. Cheques, Deposit Books)	\$159.47
Babysitting	\$40.00
Insurance	\$150.00
FANHS Operating Budget \$500	\$349.47

* Approximate values. All invoices for the 2016-2017 year have not been received to date.



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

MEMORANDUM

May 12, 2017

To: Board of Directors
From: Don Falk - Superintendent
Subject: Proposed Budget 2017-18

Background:

Administration is pleased to present the attached proposed 2017-18 school budget to the Board of Directors for its consideration. The development and presentation of the budget is an integral part of a planning cycle that includes the review of data such as the Accountability Pillar Report, provincial achievement test results, and survey results, as well as key planning events such as the annual Stakeholder Forum, the Board Planning Retreat, and approval of the Provisional Education Plan.

The following assumptions have been made in developing the proposed budget:

- A total enrolment of 318 students (36 kindergarten, 282 grade 1-9). This represents a record high enrolment at our school.
- Grants from Alberta Education to remain at same level as in 2016-17.

Highlights of the proposed 2017-18 budget include the following:

- Revenues and expenditures are in balance.
- The addition of 2.812 teaching positions, distributed as follows:
 - Creation of two additional homeroom classes in the grade 3, 4, 5 cluster, so as to create two grade 3 classes, two grade 4 classes, and two grade 5 classes. The result will be two homeroom classes at each grade from K-5 and one homeroom class at each grade from 6-9.
 - Replacement of the 0.4 counselling position (independent contractor) with a 0.4 employee position as counsellor.
 - Provision of an additional 30 minutes per week of preparation time for teachers, so as create additional time for the preparation and implementation of student individual program plans (IPPs).
 - Addition of 0.05 administrative time for the vice principal position.
- The addition of a 1.0 educational assistant position.
- A 50% reduction in revenue from student fees, so as to provide opportunity to reduce basic student fees (i.e. instructional materials/resources, textbook rental) by 50%. This has been included in the budget despite the lack of funding support from Alberta Education for a reduction of fees. (As directors are aware, charter schools were not included in the recently-proclaimed *Bill 1: An Act to*

Reduce Schools Fees. Basic student fees in 2016-17 were \$55 at kindergarten, \$105 from grades 1-6, and \$185 from grades 7-9.)

- Continuation of budgetary subsidy for student bus transportation, so as to provide bus transportation to and from school without fees.

Directors are reminded that opportunity to review and approve a Fall Budget Update will be provided to the Board of Directors in November. The Update will include adjustments made necessary due to changes in circumstance (e.g. enrolment changes) that occur after the new school year begins.

Secretary-Treasurer Fred de Kleine will speak to the proposed 2017-18 budget at the Board meeting on May 17, 2016.

Recommendation:

It is recommended that the budget for the 2017-18 school year be approved by the Board of Directors.



Don Falk – Superintendent

Attachment

NHS Budget 2017-18

Student Enrolments	2016-17	2017-18	
Total Enrolment	274.00	318.00	
FTE	257.50	300.00	
Increase Total Enrolment		44.00	16.06%
Increase FTE over 2016-17		42.50	16.50%

Grants from Alberta Education

No change from last year
 Continue to fund enrolment growth
 Plant Operation Grant is based on last year's FTE weighted enrolment count

Other Revenues

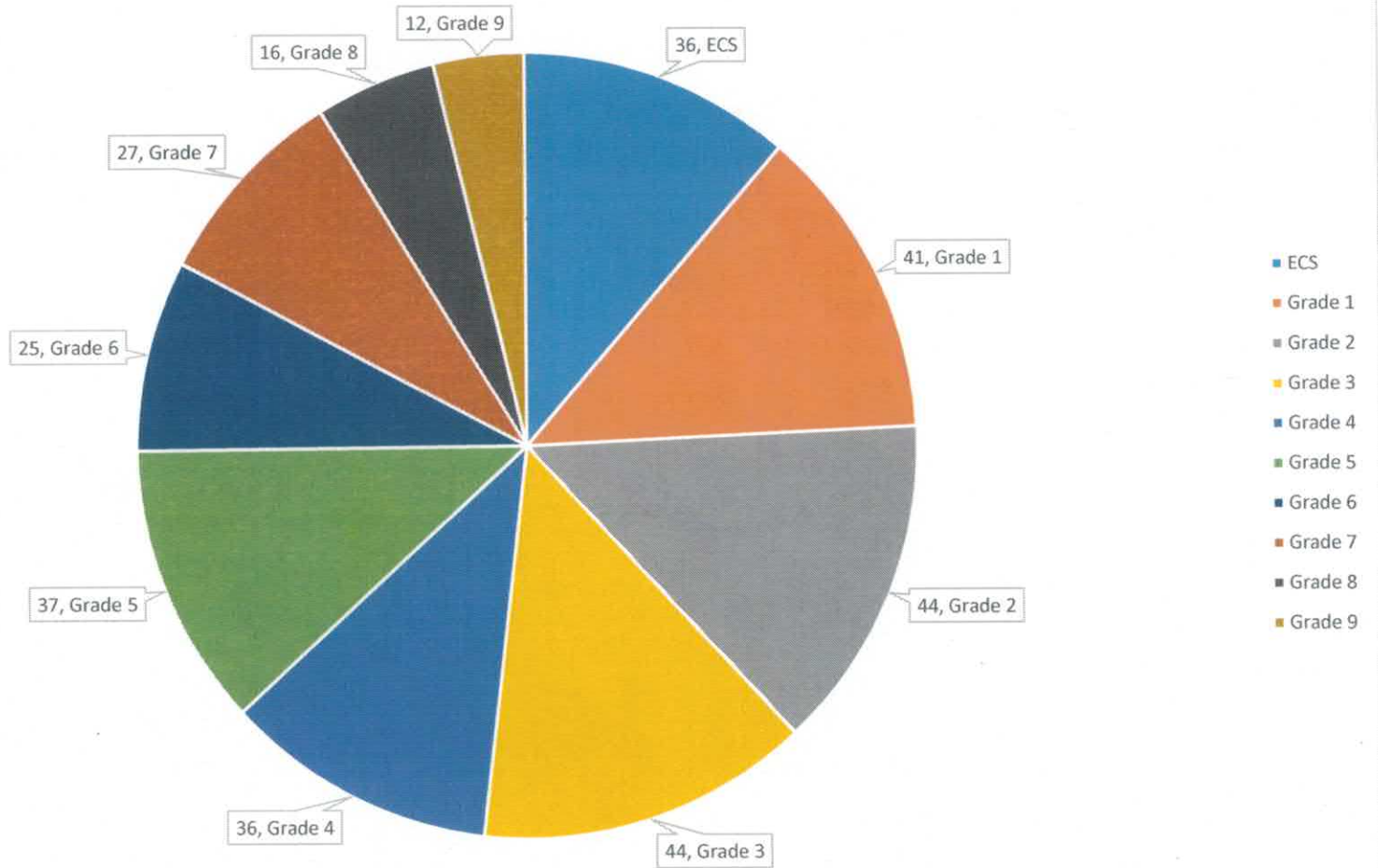
Fees to parents for Instructional Supplies/Textbooks have been reduced by 50%
 All other fees remain at the same level as last year

Staffing	2016-17	2017-18	Change
Teachers FTE	15.4380	18.2500	2.8120
Educational Assistants	4.7300	5.7300	1.0000
Financial/School Secretaries	1.6000	1.6000	0.0000

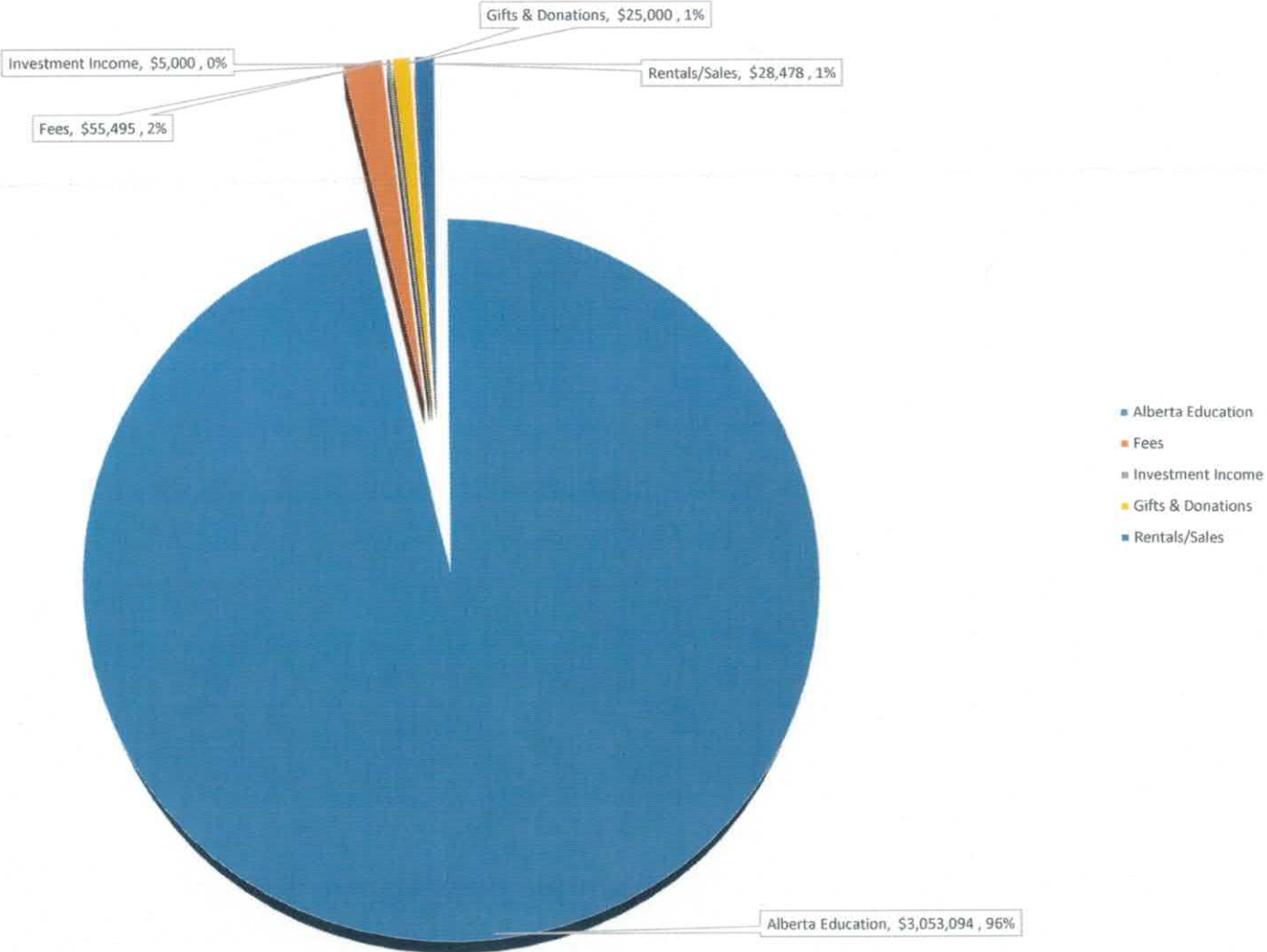
Provisions for increments earned for additional years of service is included, no other increases have been included

Overall the budget is basically a balanced budget

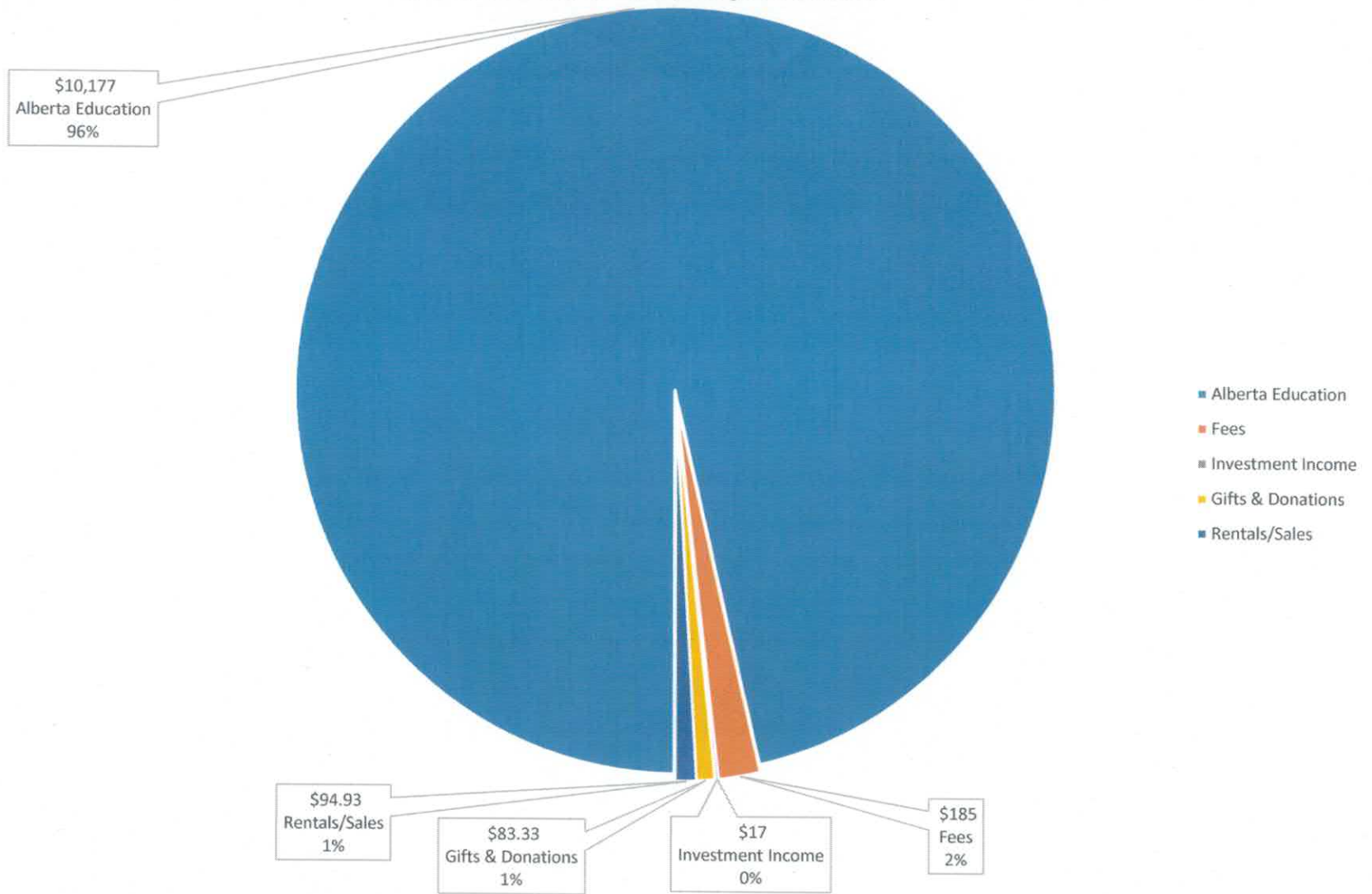
NHS Budget 2017-18
Projected FTE Student Enrolments = 300



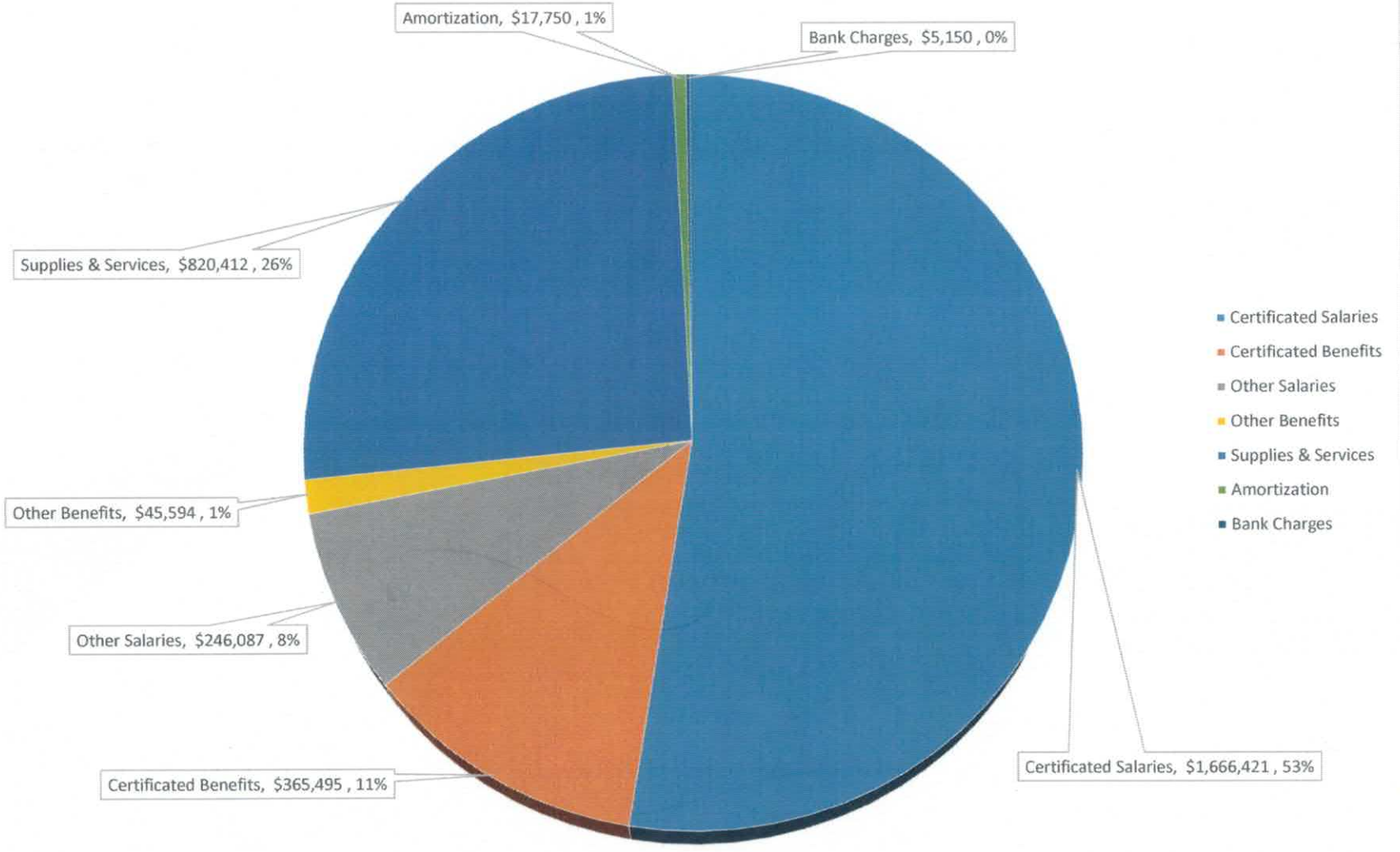
NHS BUDGET 2017-18
PROJECTED REVENUES = \$3,167,067



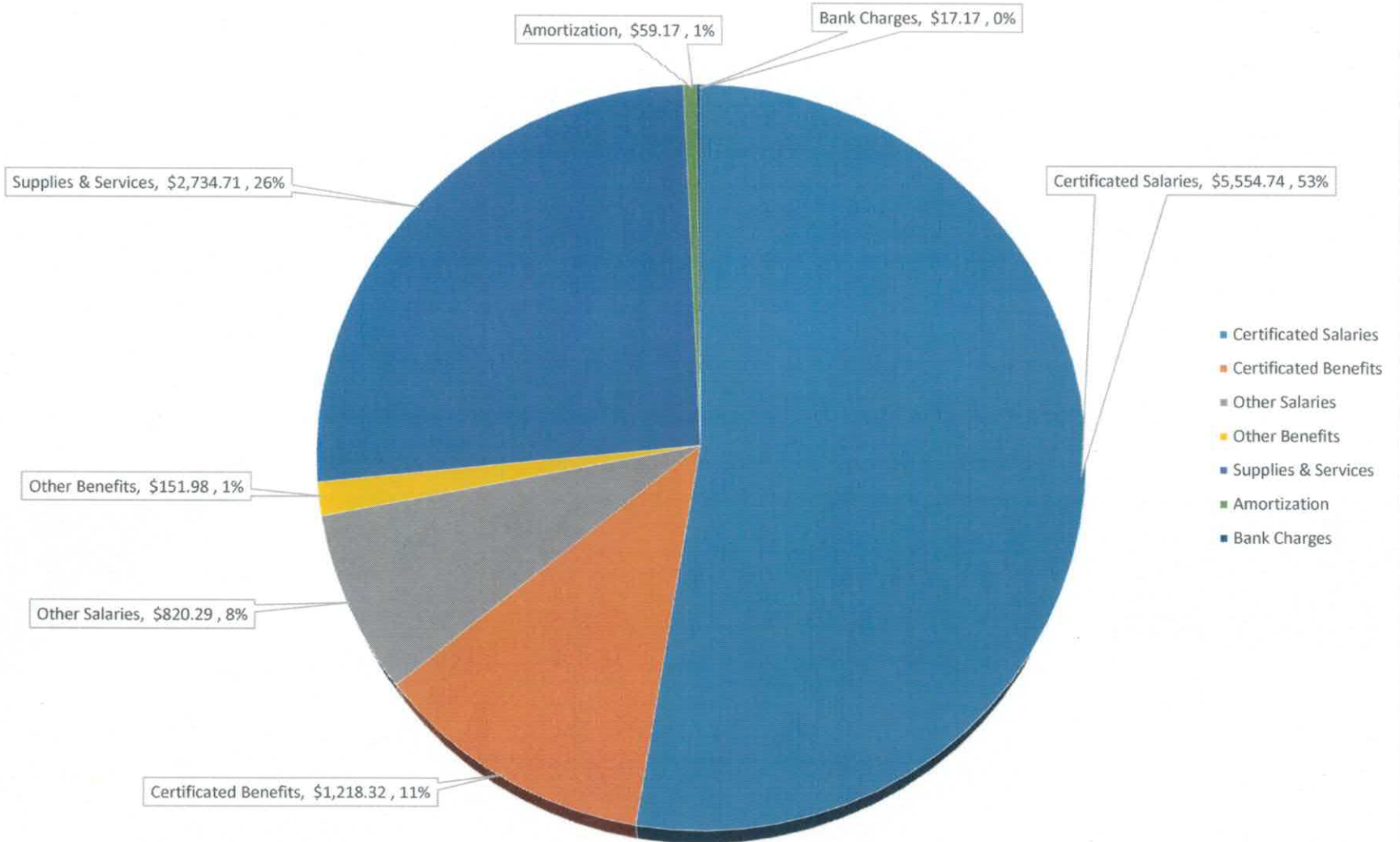
NHS Budget 2017-18
Projected Revenues = \$10,557 /FTE Student



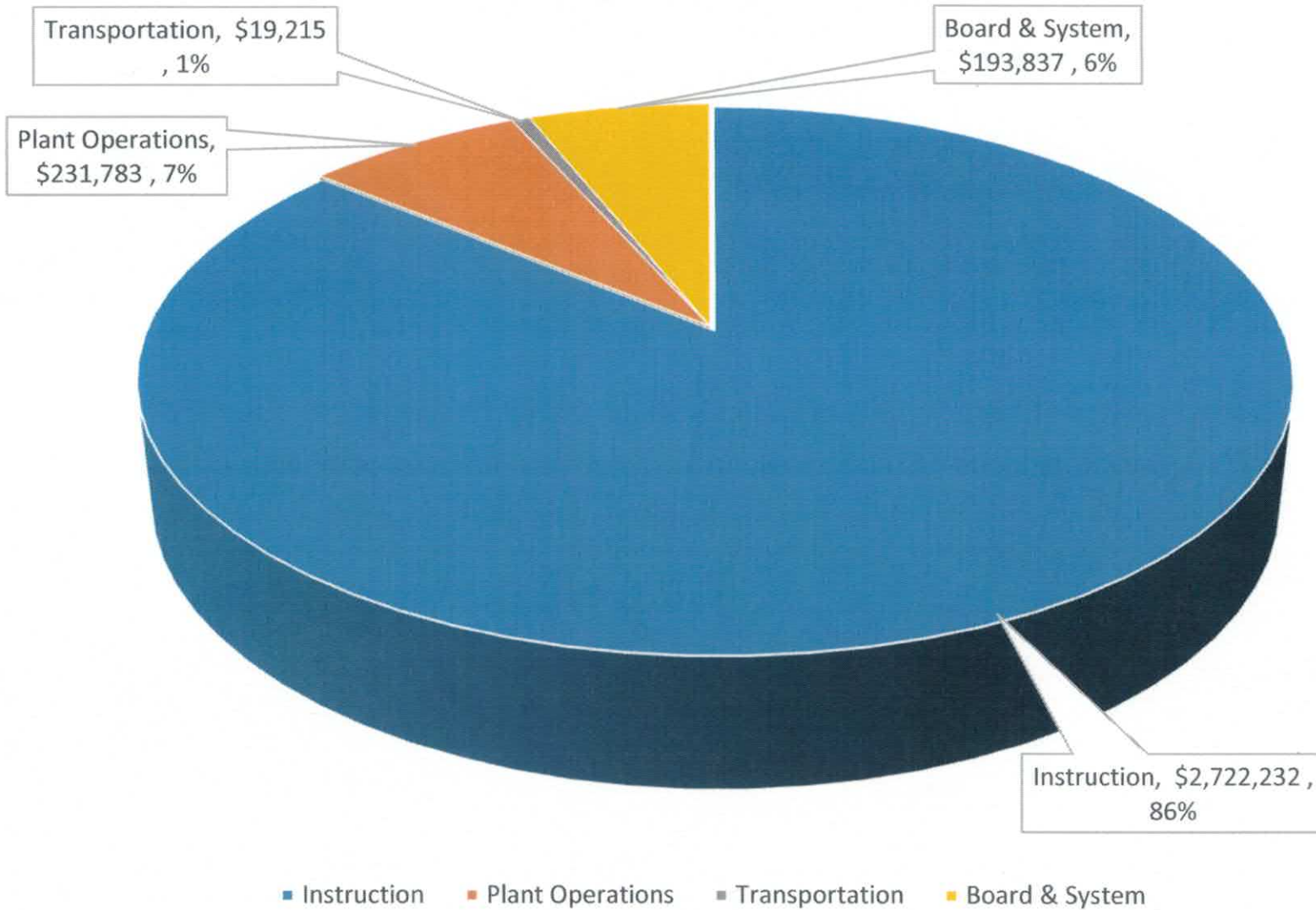
NHS BUDGET 2017-18
PROJECTED EXPENDITURES = \$3,166,909



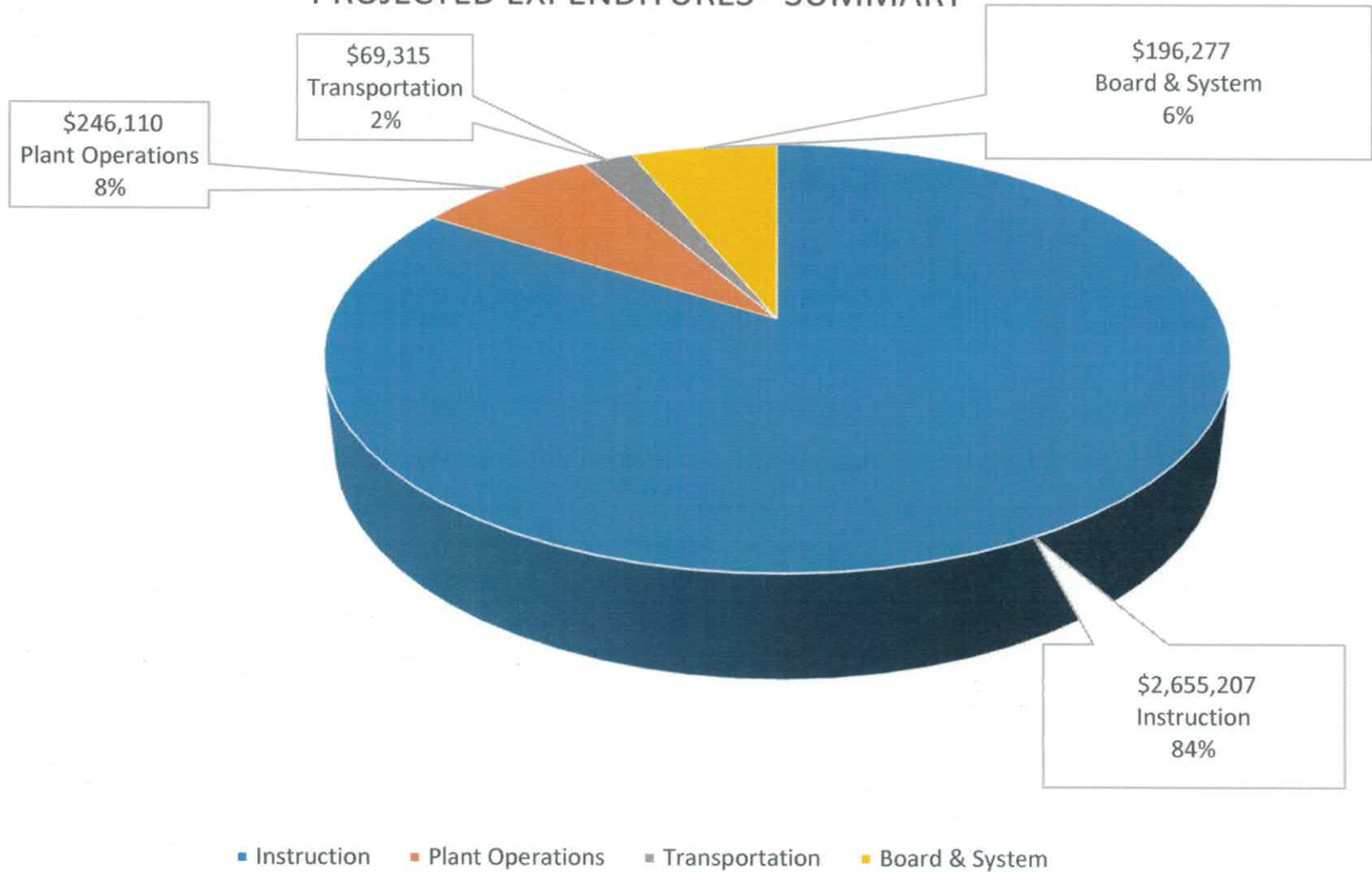
NHS BUDGET 2017-18
PROJECTED EXPENDITURES = \$10,556/FTE STUDENT



NHS BUDGET 2017-18 PROJECTED REVENUES - SUMMARY



NHS BUDGET 2017-18 PROJECTED EXPENDITURES - SUMMARY



New Horizons Charter School Society
Student Enrolments

	A	B	C	D
1				
	STUDENT ENROLMENTS as of September 30th		2016-17 ACTUAL	2017-18 PROJECTED
2				
3				
4	ECS		33.00	36.00
5	Grade 1		44.00	41.00
6	Grade 2		43.00	44.00
7	Grade 3		30.00	44.00
8	Grade 4		31.00	36.00
9	Grade 5		24.00	37.00
10	Grade 6		24.00	25.00
11	Grade 7		17.00	27.00
12	Grade 8		16.00	16.00
13	Grade 9		12.00	12.00
14				
15	Total No. of Children & Students		274.00	318.00
16				
17	Summary of Enrolments:			
18	ECS (FTE)		16.50	18.00
19	Grades 1 - 3		117.00	129.00
20	Grades 4 - 6		79.00	98.00
21	Grades 7 - 9		45.00	55.00
22				
23	ECS - 6		212.50	245.00
24	ECS - 9		257.50	300.00
25				
26	Grades 1 - 6		196.00	227.00
27	Grades 1 - 9		241.00	282.00
28				
29	Severe Disabilities		3.00	3.00
30	PUF		0.00	0.00
31				
32				

New Horizons Charter School Society
Detailed Revenue and Expenditures

	A	B	C	D	E	I
1	Function	DESCRIPTION	Account No	2016-17 Approved Budget	2016-17 Approved Budget Update	2017-18 Budget Proposed
334	Statement of Revenues & Expenses (Schedule A)					
335	Revenues					
336	Government of Alberta			\$ 2,749,520.32	\$ 2,670,482.68	\$ 3,053,093.80
337	Alberta Education			\$ 2,749,520.32	\$ 2,670,482.68	\$ 3,053,093.80
338		Grades ECS		\$ 241,933.38	\$ 215,778.42	\$ 250,394.64
339		Grades 1-9		\$ 2,106,049.16	\$ 2,055,362.48	\$ 2,386,842.81
340		Grades 1-9 External Services		\$ 2,800.00	\$ 2,800.00	\$ -
341		Plant Operations & Maintenance		\$ 184,424.78	\$ 184,424.78	\$ 202,804.35
344		Transportation		\$ 20,313.00	\$ 18,117.00	\$ 19,215.00
345		Board & System Administration		\$ 194,000.00	\$ 194,000.00	\$ 193,837.00
346	Other Government of Alberta			\$ -	\$ -	\$ -
349	Other Alberta School Jurisdictions			\$ 50,000.00	\$ -	\$ -
350		EICS-IMR Funding		\$ 50,000.00	\$ -	\$ -
351	Fees from Parents			\$ 57,757.00	\$ 67,140.00	\$ 55,495.00
352		Grades ECS		\$ 3,515.00	\$ 4,290.00	\$ 3,690.00
353		Grades 1-9		\$ 54,242.00	\$ 62,850.00	\$ 51,805.00
356	Other Sales & Services			\$ -	\$ 2,000.00	\$ 2,000.00
359		Grades 1-9 External Services		\$ -	\$ 2,000.00	\$ 2,000.00
360	Investment Income			\$ 4,500.00	\$ 2,500.00	\$ 5,000.00
361		Grades 1-9		\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
362		Plant Operations & Maintenance		\$ 1,000.00	\$ -	\$ 2,500.00
363	Gifts & Donations			\$ -	\$ 12,000.00	\$ 25,000.00
364		Grades 1-9		\$ -	\$ 12,000.00	\$ 25,000.00
366	Fundraising			\$ -	\$ -	\$ -
368	Rentals of Facilities			\$ 11,628.48	\$ 11,628.48	\$ 26,478.48
369		Plant Operations & Maintenance		\$ 11,628.48	\$ 11,628.48	\$ 26,478.48
370	Amortization of Capital Allocations			\$ -	\$ -	\$ -
372		Total Revenues		\$ 2,873,405.80	\$ 2,765,751.16	\$ 3,167,067.28

New Horizons Charter School Society
Detailed Revenue and Expenditures

	A	B	C	D	E	I
1	Function	DESCRIPTION	Account No	2016-17 Approved Budget	2016-17 Approved Budget Update	2017-18 Budget Proposed
374		Statement of Revenues & Expenses				
375		Expenses				
376		Certificated Salaries		\$ 1,403,180.00	\$ 1,384,671.00	\$ 1,666,421.00
377		ECS		\$ 59,040.00	\$ 66,415.00	\$ 69,857.00
378		Grades 1-9		\$ 1,344,140.00	\$ 1,318,256.00	\$ 1,596,564.00
379		Certificated Benefits		\$ 290,250.00	\$ 295,178.00	\$ 365,495.00
380		ECS		\$ 7,340.00	\$ 6,812.00	\$ 7,908.00
381		Grades 1-9		\$ 282,910.00	\$ 288,366.00	\$ 357,587.00
382		Non-certificated Salaries & Wages		\$ 209,402.00	\$ 208,591.00	\$ 246,087.00
383		ECS		\$ 28,887.00	\$ 28,887.00	\$ 29,270.00
384		Grades 1-9		\$ 180,515.00	\$ 179,704.00	\$ 216,817.00
385		Non-certificated Benefits		\$ 34,575.00	\$ 39,291.00	\$ 45,594.00
386		ECS		\$ 5,342.00	\$ 4,923.00	\$ 4,818.00
387		Grades 1-9		\$ 29,233.00	\$ 34,368.00	\$ 40,776.00
388		SUB-TOTAL		\$ 1,937,407.00	\$ 1,927,731.00	\$ 2,323,597.00
389		Supplies & Services		\$ 838,179.00	\$ 815,679.00	\$ 820,412.00
390		ECS		\$ 3,700.00	\$ 3,700.00	\$ 4,960.00
391		Grades 1-9		\$ 329,678.36	\$ 312,178.36	\$ 316,500.00
392		Grades 1-9 External Services		\$ 4,800.00	\$ 4,800.00	\$ 2,000.00
393		Plant Operations & Maintenance		\$ 239,310.64	\$ 239,310.64	\$ 235,360.00
394		Transportation		\$ 70,413.00	\$ 65,413.00	\$ 69,315.00
395		Board & System Administration		\$ 190,277.00	\$ 190,277.00	\$ 192,277.00
396		Amortization of Capital Assets		\$ 67,750.00	\$ 17,750.00	\$ 17,750.00
397		Grades 1-9		\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
398		Plant Operations & Maintenance		\$ 60,750.00	\$ 10,750.00	\$ 10,750.00
399		Other Interest Charges		\$ 4,650.00	\$ 4,650.00	\$ 5,150.00
400		Grades 1-9		\$ 1,150.00	\$ 1,150.00	\$ 1,150.00
401		Board & System Administration		\$ 3,500.00	\$ 3,500.00	\$ 4,000.00
402		Total Expenses		\$ 2,847,986.00	\$ 2,765,810.00	\$ 3,166,909.00

New Horizons Charter School Society
Detailed Revenue and Expenditures

	A	B	C	D	E	I
1	Function	DESCRIPTION	Account No	2016-17 Approved Budget	2016-17 Approved Budget Update	2017-18 Budget Proposed
404	Statement of Revenues & Expenses					
405	SUMMARY					
406	Revenues					
407		Instruction Block		\$ 2,409,239.54	\$ 2,352,780.90	\$ 2,720,232.45
408		Board/System Administration		\$ 194,000.00	\$ 194,000.00	\$ 193,837.00
409		Plant Operations		\$ 247,053.26	\$ 196,053.26	\$ 231,782.83
410		Transportation		\$ 20,313.00	\$ 18,117.00	\$ 19,215.00
411		External Services		\$ 2,800.00	\$ 4,800.00	\$ 2,000.00
412		Total Revenues		\$ 2,873,405.80	\$ 2,765,751.16	\$ 3,167,067.28
413	Expenses					
414		Instruction Block		\$ 2,278,935.36	\$ 2,251,759.36	\$ 2,653,207.00
415		Board/System Administration		\$ 193,777.00	\$ 193,777.00	\$ 196,277.00
416		Plant Operations		\$ 300,060.64	\$ 250,060.64	\$ 246,110.00
417		Transportation		\$ 70,413.00	\$ 65,413.00	\$ 69,315.00
418		External Services		\$ 4,800.00	\$ 4,800.00	\$ 2,000.00
419		Total Expenses		\$ 2,847,986.00	\$ 2,765,810.00	\$ 3,166,909.00

MEMORANDUM

May 12, 2017

To: Board of Directors

From: Don Falk - Superintendent

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

Background:

At its meeting of February 15, 2017, the Board of Directors approved the following resolution with respect to the matter of the draft sublease with the Greater North Central Francophone Education Region No. 2:

Motion to amend presented sublease with Greater North Central Francophone Education Region No. 2 Article 8; Clause 2 to read:

In the spirit of cooperation, reciprocation, 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 approval of the respective school principal.

Moved: Director Panas, Seconded: Director Pasemko, Carried

In accordance with this resolution, the draft sublease has been amended as shown in Article 8, Clause 2 of the attached document (highlighted in yellow). The administration of the Greater North Central Francophone Region has agreed with the wording as shown. Two additional changes have been agreed upon by the respective administrations:

1. Article 8, Clause 1 has been amended so as to refer to “full-time equivalent students” rather than “number of home rooms,” as shown in a previous draft.
2. Article 8, Clause 3 provides opportunity for referral to the respective superintendents in the event that agreement cannot be reached with respect to the matter of reciprocal access to school space. The intent of this clause is to address a circumstance in which either principal feels that access to space is being unreasonably withheld.

Recommendation:

It is recommended that the Board of Directors approve the draft sublease as presented.



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 1st 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 1st day of April, 2016, as amended and extended from time to time, and appended hereto as Schedule "C".
- 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. "Full Time Equivalent Students" means the number of students in each school as published by Alberta Education in November of each calendar year. Prior to that time, an estimate based on the information provided to Alberta Education on the September count date or another reasonable estimate can be used.
- l. "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.

- m. "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.
- n. "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.
- o. "Rent" means the annual payment payable by the Subtenant to the Tenant pursuant to Article 4 of this Sublease.
- p. "Sublease" means this agreement as from time to time amended in writing and agreed to by the parties hereto.
- q. "Subleased Premises" means all that portion of the Lands shown outlined in red within Schedule A attached hereto.
- r. "Term" means the term of this Sublease as specified in Section 3.1 of this Sublease.

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;
- c. the terms, covenants and conditions contained within this Sublease; and
- d. the terms, covenants and conditions contained in the Ministerial Directive.

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:

- 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 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:
 - i. General 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-

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 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 Full Time Equivalent Students when compared with the number of NHS Full Time Equivalent Students.
 - 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.

- 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.
2. In the spirit of cooperation, reciprocation, 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, as determined by the respective school principal.
3. For the purposes of Article 8, 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.

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

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**

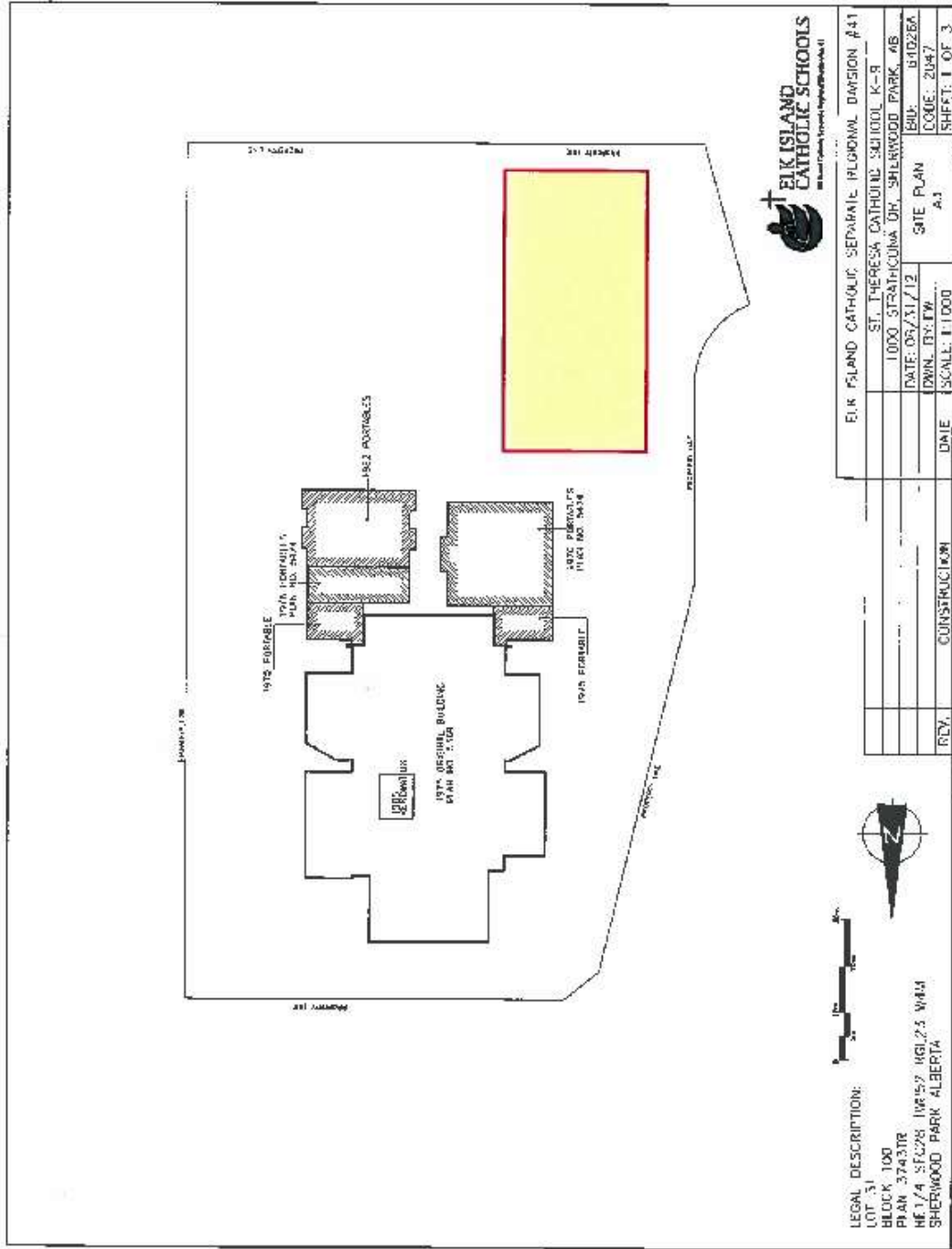
Per: _____

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 9

SCHEDULE "C"

Head Lease

DRAFT

Board of Directors – Work Plan for 2016-17

September	<ul style="list-style-type: none"> ▪ 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 ✓ ▪ ▪
October	<ul style="list-style-type: none"> ▪ 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 ✓ ▪ ▪
November	<ul style="list-style-type: none"> ▪ 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 ✓ ▪ ▪ ▪
December	<ul style="list-style-type: none"> ▪ Receive Quarterly Financial Report for Sep - Nov 2016 ✓ ▪ Receive Class Size Report for 2016-17 ✓ ▪ ▪ ▪
January	<ul style="list-style-type: none"> ▪ 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 ✓ ▪ ▪ ▪
February	<ul style="list-style-type: none"> ▪ Approve school calendar for 2017-18 ✓ ▪ Stakeholder Forum – Gather input on possible Education Plan priorities ✓ ▪

March	▪ Receive Quarterly Financial Report for Dec 2016 – Feb 2017	✓
	▪ Approve Three-Year Capital Plan for 2017-18 to 2019-20	✓
	▪ Board Retreat – Identify priorities for upcoming Education Plan	✓
	▪ Administer Board-developed Stakeholder Survey	✓
▪		
▪		
April	▪ Provide provisional approval to Education Plan 2017-18 to 2019-20	✓
▪		
▪		
May	▪ Attend TAAPCS Charter Board Directors/Regular Meeting #3	✓
	▪ 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"/>
	▪	<input type="checkbox"/>
June	▪ 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"/>
Ongoing	▪ 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"/>
	▪	<input type="checkbox"/>
Annually	▪ 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"/>
As Needed	▪ Meet with:	<input type="checkbox"/>
	- County Council	<input type="checkbox"/>
	- MLAs	<input type="checkbox"/>
	▪	<input type="checkbox"/>



Office of the Minister

AR97864

APR 04 2017

Mr. Boris Vidal
Mr. Paul Knapp
Co-Chair, Board Director's Committee
The Association of Alberta Public Charter Schools
240, 688 Heritage Drive SE
Calgary AB T2H 1M6

Dear Mr. Vidal and Mr. Knapp:

Thank you for your March 3, 2017 letter inviting me to join you for The Association of Alberta Public Charter Schools Spring General Meeting on May 12, 2017.

Alberta's education system has a number of delivery methods, including charter schools. This allows parents to select the method they feel will best ensure their child's success. Our government's focus is on making life better for families by ensuring all students get an education that prepares them for their futures, and we recognize the contribution of charter schools in providing Alberta students with access to high-quality educational experiences.

While I appreciate the invitation, my schedule cannot accommodate my attendance at this event. However, I wish you a successful and productive meeting.

Sincerely,

David Eggen
Minister



ALBERTA
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APR 04 2017

AR97813

Ms. Dianne McBeth
Co-President
The Association of Alberta Public
Charter Schools
240, 688 Heritage Drive SE
Calgary AB T2H 1M6

Ms. Yvonne DePeel
Co-President
The Association of Alberta Public
Charter Schools
240, 688 Heritage Drive SE
Calgary AB T2H 1M6

Dear Ms. McBeth and Ms. DePeel:

Thank you for your March 13, 2017 letter regarding Bill 1: An Act to Reduce School Fees and the implications it may have for charter schools.

I appreciate your interest in the work government is doing to make life more affordable for Alberta families through school fee reductions. Bill 1 states that charter schools will be subject to the forthcoming school fees regulation. At this point in time, it is my ministry's intention to exclude charter schools from the elimination of instructional supplies or materials fees and transportation fees for students residing greater than 2.4 kilometres from their designated school. Charter schools will still be permitted to charge these fees.

I have tremendous respect for the work charter schools do and their place in the education system; however, I have chosen to focus my efforts on public school boards with resident students for the first version of the school fees regulation.

I encourage The Association of Alberta Public Charter Schools to discuss school fees with its membership, and I would appreciate you sharing any ideas that you may have in regard to reducing school fees in the future.

Thank you for taking the time to share your concerns with me.

Sincerely,

David Eggen
Minister



ALBERTA
EDUCATION

Office of the Minister

AR97994

APR 12 2017

Ms. Kath Rhyason
Executive Director
The Association of Alberta Public Charter Schools
240, 688 Heritage Drive SE
Calgary AB T2H 1M6

Dear Ms. Rhyason:

The Honourable Rachel Notley, Premier of Alberta, forwarded your March 17, 2017 letter regarding Bill 1: An Act to Reduce School Fees and the implications it may have for charter schools. As Minister of Education, I am pleased to respond.

I appreciate your interest in the work government is doing to make life more affordable for Alberta families through school fee reductions. Bill 1 states that charter schools will be subject to the forthcoming school fees regulation. At this point in time, it is my ministry's intention to exclude charter schools from the elimination of instructional supplies or materials fees and transportation fees for students residing more than 2.4 kilometres from their designated school. Charter schools will still be permitted to charge these fees.

I have tremendous respect for the work charter schools do and their place in the education system; however, I have chosen to focus my efforts on public school boards with resident students for the first version of the school fees regulation.

I encourage The Association of Alberta Public Charter Schools to discuss school fees with its membership, and I would appreciate you sharing any ideas that you may have in regard to reducing school fees in the future.

Thank you for taking the time to share your concerns with me.

Sincerely,

David Eggen
Minister

cc: Honourable Rachel Notley, Premier of Alberta



ALBERTA
EDUCATION

Office of the Minister

AR96684

MAY 12 2017

Ms. Jill Weiss
Chair
New Horizons Charter School
1000 Strathcona Drive
Sherwood Park AB T8A 3R6

Dear Ms. Weiss:

Thank you for your request to increase New Horizons Charter School's enrolment cap.

New Horizons Charter School has consistently demonstrated an ability to achieve its mandate with the current enrolment cap. Sufficient rationale outlining how an increase in the enrolment cap would enhance your charter's mandate was not provided.

Given this, I respectfully decline your request to increase your enrollment cap.

I wish you and your students a successful school year.

Sincerely,

David Eggen
Minister

cc: Annie McKittrick, MLA, Sherwood Park