

Medicine Hat Catholic Board of Education



PUBLIC AGENDA

Tuesday, September 12, 2017 @ 6:00 p.m.

Catholic School Board Office
1251 – 1st Avenue SW Medicine Hat, AB

Medicine Hat Catholic Board of Education

ACTION AGENDA

DATE: September 12, 2017

Place: Catholic Education Centre

Time: 6:00 p.m.

	<p>WE ARE CALLED Always and Everywhere to: Model Christ, Pray and Serve, Build a Faith Community</p> <p>Theme for 2017-2018: “I have the strength for everything through Him who empowers me”. Phil 4:13</p>		
1.	<p><i>Opening Prayer – Blessing before a Meeting</i> Working for Justice & Compassion: Father, As we begin our meeting together, help us to work in common purpose that emphasizes your justice and compassion. Let our work be deemed beneficial to all and let your love come thorough our actions. We ask this in your name, Amen.</p>	Peter Grad	
2.	<p><i>Approval of the Minutes Regular Board Meeting</i> ♦Recommendation: “THAT the Minutes of the Regular Meeting held June 13, 2017 be approved as circulated”</p>	Dick Mastel	
3.	<p><i>Approval of the Action Agenda</i> ♦Recommendation: “THAT the Action Agenda dated September 12, 2017 be approved as circulated”.</p>	DM	<i>Encl. 1-5</i>
4.	<p><i>Approval of the Non-Action Agenda</i> ♦Recommendation: “THAT the Non-Action Agenda dated September 12, 2017 be approved as circulated”.</p>	DM	<i>Encl. 6</i>
5.	<p><i>6:00 Presentations</i> <i>5.1 First Nation Metis & Inuit (FNMI) Presentation - Mrs. Raevon Gehring, FNMI Coordinator</i> for MHCBE will be in attendance to give a presentation on strategies to enhance FNMI programming in the MH Catholic Schools.</p>	DM/JC	
6.	<p><i>Corporate Communications</i> <i>6.1 Media Release – MHRCSSD#21 & 5th Trustee</i> <i>6.2 School Fee Communication/School Newsletter Insert</i> <i>6.3 “New” Nutrition Programs – St. Louis School, Mother Teresa School</i> <i>6.4 Media Release - Minister’s Youth Council Appointment</i></p>	DM	<i>Encl. 7 8 9 – 10 11</i>
7.	<p><i>Board Work Plan</i> <i>7.1 Board Work Plan 2017 – 2018</i> ♦Recommendation: “THAT the Board of Trsutees for the Medicine Hat Catholic Board of Education approve the 2017 – 2018 Board Work Plan”.</p>	DM	<i>Encl. 12</i>

	<p><u>7.2 Board and Superintendent Evaluation – Review Timelines</u> As per the Board Work Plan, the Board Self-Evaluation and Superintendent Evaluation is planned for the Spring of 2018. The Board will review the process for the evaluation. The previous evaluation was facilitated by Consultant, Dr. Garry Andrews.</p> <p><u>7.3 Meeting with Bishop McGratten</u> – As per the Board Work Plan, a meeting has been tentatively scheduled with Bishop McGratten will take place in Calgary, on Wednesday, March 14, 2018. The Trustees will determine the meeting time; either 10 – noon or 1 – 3. Following the meeting we will confirm the date the time with the Bishop’s Office.</p> <p><u>7.4 Consultations with Stakeholder in Alberta re: School Act</u> – Trustees and Administration will determine who will plan to attend the session in Lethbridge.</p> <ul style="list-style-type: none"> • September 6 and 7 in Red Deer; • September 11 and 12 in Grande Prairie; • <i>September 19 and 20 in Lethbridge;</i> • September 21 and 22 in Calgary; and • September 25 and 26 and 27 and 28 in Edmonton. <p><u>7.4 Bishop’s Dinner</u> – Annually, the Board purchases a table of 8, cost \$1400. A group made of Trustees, Administration, Staff and or Parent Representatives attend the event.</p>		<p><i>Encl. 13 - 21</i></p> <p><i>Encl. 22 - 23</i></p>
8.	<p><u>8.1 Ministerial Approval – Re-Appointment of the Superintendent of Schools - Ratification of the Appointment and the Contract of Employment</u> Note: In May 2017, the Board requested ministerial approval to re-appoint Mr. Joe Colistro as Superintendent of Schools. Ministerial approval has been received endorsing the re-appointment.. The Board will now ratify the Re-Appointment and the Contract of Employment for the Superintendent of Schools by board motion. The current appointment term and contract term expire July 31, 2018.</p> <p>Ratification of the Appointment of the Superintendent of Schools <u>♦Recommendation:</u> “BE IT RESOLVED that the Board of Trustees for the Medicine Hat Catholic Board of Education ratify the re-appointment of Mr. Joe Colistro as Superintendent of Schools for the Medicine Hat Catholic Board of Education and that the effective date of the re-appointment be August 1, 2018 to July 31, 2020”.</p> <p>Ratification of the Contract of Employment for the Superintendent of Schools <u>♦Recommendation:</u> “BE IT RESOLVED that the Board of Trustees for the Medicine Hat Catholic Board of Education ratify the contract of employment for Mr. Joe Colistro as Superintendent of Schools for the Medicine Hat Catholic Board of Education and that the contract be extended to July 31, 2019 with an option for an additional year to July 31, 2020”.</p>	DM	<i>Encl. 24</i>
8.	<p><u>Monsignor McCoy High School - Modernization</u> <u>8.1 Website:</u> www.mccoymodernization.ca <i>The website contains the video interview describing the project as well as the online fundraising campaign.</i> <u>8.2 Monsignor McCoy High School Construction - Greg / Joe</u> <u>8.3 Fundraising – Della</u></p>	GM/JC	<i>(Report) 25</i>
9.	<p><u>St. John Paul II School</u> <u>9.1 Planning & Construction – Greg / Joe</u></p>	GM/JC	<i>(Report) 26</i>

10.	<i>Superintendent of Schools Report – Mr. Joe Colistro</i> <i>10.1 The Year Ahead 2017 - 2018</i> <i>10.2 School Education Plan 2017 -2018</i> <i>10.3 Classroom Improvement Fund (CIF) Grant Proposal</i> <i>10.4 Nutrition Program</i> <i>10.5 Administrative Procedures Review</i> <i>10.6 CCSSA Leadership Conference</i> <i>10.8 International Field Trips (standing item)</i> <i>10.9 Communications Reports</i> <i>10.9.1 Corporate Communications</i> <i>10.9.2 School Communications & Social Media</i>	JC	(Report) 27 - 31 32 – 38 39 - 40
11.	<i>Associate Superintendent Human Resources – Mr. Chuck Hellman</i> <i>11.1 Staffing Update</i> <i>11.2 Instructional & Assignable Time</i>	CH	(Report) 41 -
12.	<i>Secretary-Treasurer Report – Mr. Greg MacPherson</i> <i>12.1 2017 – 2018 Enroment Update</i> <i>12.2 Administrative Procedure – School Security</i> <i>12.3 2017 – 2018 School Fees</i> <i>12.4 ACSTA AGM Provincial Issues for Consideration</i> <i>12.5 Transportation Update</i> <i>12.6 Joint Use Agreement</i> <i>12.7 Policy 1 – Foundational Statements</i> <i>12.8 Policy 2 – Role of the Board</i> <i>12.9 Policy 7 – Board Operations</i>	GM	Report 42 - 45 Handout 46- 47 48 49 – 50 51 – 57 58 – 128 129 – 134 135 – 138 139 - 149
13.	<i>Associate Superintendent Learning Services – Mr. Hugh Lehr</i> <i>13.1 PLC Formation</i> <i>13.2 PAT and Diploma Accommodations</i>	HL	Report 150 - 151
14.	<i>Director of Early Childhood Services –Mrs. Terri Ball</i> <i>14.1 Early Learning Update</i>	TB	Report 152
15.	<i>Religious Education Coordinator Report – Mrs. Jill Wilkinson</i> <i>15.1 Parish and School Connections</i> <i>15.2 Religious Education Curriculum Grade 3 Implementation</i> <i>15.2 Bishop’s Dinner</i>	JW	(Report) 153
16.	<i>COMMITTEE REPORTS (presented by appointed Trustees)</i>	DM	
	<i>16.1 Medicine Hat Catholic Schools’ Education Foundation – Mrs. Regina Durst</i>		
	<i>16.2 Representative to ACSTA– Mr. Dick Mastel</i> <i>Report: Theordore Case</i>		
	<i>16.3 Representative Teacher Board Advisory Committee – Reverend Mr. Robert Risling</i>		
	<i>16.4 Representative to ASBA Zone 6 – Mr. Peter Grad</i>		
	<i>16.5 Representative to Support Staff Board Advisory Committee– Mrs. Regina Durst</i>		
	<i>16.6 Representative to Parent Association– Mr. Peter Grad</i>		
	<i>16.7 Salary Negotiations</i> <i>16.7.1 ATA– Mr. Peter Grad</i> <i>16.7.2 CUPE– Mr. Dick Mastel</i>		
	<i>16.8 CUPE Staff Board Advisory Committee – Reverend Mr. Robert Risling</i>		

	16.9	Spiritual Leadership Scholarship Board Representative – Mrs. Regina Durst		
	16.10	Student Board Advisory Committee – Mr. Dick Mastel		
	16.11	Monsignor McCoy Modernization (Adhoc) Committee – Mrs. Regina Durst		
	16.12	School Parish Relations Committee Committee – Mr. Robert Risling		
17.	<p style="text-align: center;"><i>Closing Prayer –</i></p> <p>Carrying out Your Ministry:</p> <p>Lord,</p> <p>Thank you for being with us during this meeting and for having guided our thoughts, words and actions. Stay with us now as we leave this meeting and return to our respective lives. Help us to keep you, as you are now, in our thoughts, words, and actions. We ask this in your name, Amen.</p>		Peter Grad	
18.	<i>Adjournment</i>		Dick Mastel	

NON – ACTION AGENDA

DATE: September 12, 2017

Place: Catholic Education Centre

Time: 6:00 P.M.

No.	INFORMATION ITEMS	PAGE
1.1	<p><u>CELEBRATE CANADA'S 150TH!</u></p> <p>A yearlong celebration! Canada 150 Happy Birthday Canada (1867–2017)</p>	
1.2	<p>Interested in being a Catholic School Board Trustee? Municipal Election Day is Mon., Oct. 16, 2017</p> <p>→ Are you passionate about Catholic education;</p> <p>→ Do you have ideas for positive change in education;</p> <p>→ Does living a life rooted in faith, while informing political decisions excite you?</p> <p>→ Do you want to be a leader in your faith community? ... Then, consider running for Catholic School Board Trustee and put your name forward. Pick Up a School Board Election Package at the Catholic School Board Office or City Hall.</p> <p>Nomination Day: September 18, 2017</p> <p>General Election: October 16, 2017</p> <p>https://education.alberta.ca/school-board-elections/elections/</p>	
1.3	<p>TAXES – DECLARE YOUR SUPPORT for CATHOLIC SCHOOLS – The Medicine Hat Catholic Board of Education</p> <p>reminds our community of the importance of declaring your PROPERTY TAXES in support of Catholic Education How do you declare your support? - To ensure your property taxes are supporting Catholic Schools, you must declare your Catholic school support as “Separate” on your annual property assessment notice. <i>Contact the Taxation Office at the City of Medicine Hat, or the Town or Municipal Office in your area.</i> Changes made on or before Dec 31 will be in effect for the next taxation year. Thank you for your supporting Catholic Schools.</p>	

Notice of Public Board Meetings

- All regularly scheduled Public Board Meetings are held the **2nd Tuesday** of each month at the Catholic Education Centre located at 1251 – 1st Avenue SW (unless otherwise advertised).
- Public Board Meetings for the Medicine Hat Catholic Board of Education begin at **6:00 pm** with **presentations at 6:00 pm** (unless otherwise advertised). General Public welcome to attend - Information @ www.mhcbce.ab.ca or 403.527.2292.



Medicine Hat Catholic Board of Education

MEDIA RELEASE

September 1, 2017

Phone 403.527.2292

www.mhcbe.ab.ca

Fax 403.529.0917

MHRCSSD#21

Medicine Hat Roman Catholic Separate School District #21

&

5th Trustee

Ministerial Order

By ministerial order, Medicine Hat Catholic Separate Regional Division No. 20 is dissolved and **The Medicine Hat Roman Catholic Separate School District No. 21** is **re-established** effective **September 1, 2017**. Our school jurisdiction will be referred to as a **School District** rather than a Regional Division effective **September 1, 2017**. Our corporate name remains **The Medicine Hat Catholic Board of Education**.

5th Trustee—By ministerial order, we are pleased to announce an **increase in the number of Trustees from four to five**, to take effect for the general election, which will be held in **October 2017**.

Logo—Our District Logo will now contain the corporate name. The use of the new logo is in effect **September 1, 2017**.



For Inquiries Contact:

Corporate Communications

Medicine Hat Catholic Board of Education
1251—1st Avenue SW
Medicine Hat, AB T1A 8B4 403.527.2292
communications@mhcbe.ab.ca

School District Logo
effective Sept 1, 2017

Medicine Hat Catholic Board of Education
Message for our School Community & September School Newsletter Insert

Learn More About School Fees -

On June 5th of 2017, the Alberta Government proclaimed **BILL 1 – AN ACT TO REDUCE SCHOOL FEES**, reducing the burden of school fees on Alberta families. ***As part of our commitment to keep school fees to a minimum, students will no longer be charged for textbooks, workbooks, photocopying, printing or paper supplies.*** Remaining fees charged will be to ensure quality programs and services are provided for students.

Fee Information is available at www.mhcbe.ab.ca under the [Parent Portal](#).

1. Administrative Procedure (AP 505)-School Fees “Revised”
2. Waiver of Extra-Curricular Fees **and** Fees Less than \$150 - (AP 505-Form 1)
3. Waiver of Fees Greater than \$150 - (AP 505-Form 2)
4. School Fee Outline (All Schools)

Pay for School Events & Activities with ease from your Smartphone or other device using **SchoolCashOnline** available at www.mhcbe.ab.ca or on each Schools’ Website. Click on the SHOPPING CART (top right corner).

Fee Waiver is available for families in the event of financial hardship. Fee Waiver Application Forms available at www.mhcbe.ab.ca under the Parent Portal.

Outstanding Fees from previous years

Parents/Guardians please contact the School to review outstanding fees.



Alberta Education



Daily Breakfast is served

Mother Teresa School will be providing a daily breakfast program available to all students starting September 11, 2017.

Dear Parents & Guardians of Students in Mother Teresa School,

We're excited to tell you, MOTHER TERESA SCHOOL is implementing a Nutrition Program this year!

Mother Teresa School has been selected as one of two schools in the Catholic School District that will be implementing a Nutrition Program. Mother Teresa School will be providing a daily breakfast program available to all students starting September 11th. The daily breakfast will support healthy eating choices as per the Alberta Nutrition Guidelines for Children and Youth.

We are pleased to announce that the *Medicine Hat Catholic Board of Education* has received \$141,000 in grant funding from Alberta Education to implement a Nutrition program for the 2017-2018 school year. Funds are provided to establish or enhance existing nutrition programs and are to be targeted for the provision of nutritional meals, including costs associated with ordering, preparation and delivery.

The Medicine Hat Catholic Board of Education is committed within the limits of its resources, to support the creation of school environments that promote wellness and facilitate healthy lifestyle choices for staff and students.

As stated by Alberta Education "A key component of the program is to ensure Students, Teachers, Parents & Guardians, Caregivers and Community Members have the opportunity to learn more about:

- *the importance of choosing and preparing healthy foods; the importance of reading food labels and access to Alberta's food resources"*

➔ Watch for **menus**, a **consent form** and **additional information** about the Breakfast Program from your child's school this week. Inquiries about the Nutrition Program can be directed to the School Principal.

Sincerely,

Joe Colistro, Superintendent of Schools

Medicine Hat Catholic Board of Education

Healthy eating promoting wellness



Alberta Education



Daily Lunch is served

St. Louis School will be providing a daily lunch program available to all students starting September 11, 2017.

Dear Parents & Guardians of Students in St. Louis School,

We're excited to tell you, ST. LOUIS SCHOOL is implementing a Nutrition Program this year!

St. Louis School has been selected as one of two schools in the Catholic School District that will be implementing a Nutrition Program. St. Louis School will be providing a daily lunch program available to all students starting September 11th. The daily lunch will support healthy eating choices as per the Alberta Nutrition Guidelines for Children and Youth.

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The Medicine Hat Catholic Board of Education is committed within the limits of its resources, to support the creation of school environments that promote wellness and facilitate healthy lifestyle choices for staff and students.

As stated by Alberta Education "A key component of the program is to ensure Students, Teachers, Parents & Guardians, Caregivers and Community Members have the opportunity to learn more about:

- *the importance of choosing and preparing healthy foods; the importance of reading food labels and access to Alberta's food resources"*

➔ Watch for **menus**, a **consent form** and **additional information** about the Lunch Program from your child's school this week. Inquiries about the Nutrition Program can be directed to the School Principal.

Sincerely,

Joe Colistro, Superintendent of Schools

Medicine Hat Catholic Board of Education
Healthy eating promoting wellness



MEDICINE HAT CATHOLIC BOARD OF EDUCATION

MEDIA RELEASE

Monsignor McCoy student named member of Minister's Youth Council



June 29, 2017

Earlier this year Honourable David Eggen, Alberta Education Minister, spent time recruiting students from across the province to serve on his Youth Council.

Monsignor McCoy High School Student, **Daniel Felipe Tirado-Ribero**, was one of only 32 students chosen from over 230+ junior and senior high students throughout Alberta.

Youth Council members will travel to Edmonton in September, February and May of the 2017/2018 school year. Daniel will also be involved in many other ways,

including webinars and activities throughout the year with the Minister and fellow Youth Council members from across the province.

Daniel is looking forward to making a difference while serving on the Minister's Youth Council. *We can't wait to follow Daniel on his exciting new journey!*

Congratulations Daniel!

Check out the Medicine Hat News on Friday, June 30 for a full story on Daniel.

Media Contacts for this Release:

communications@mhcbe.ab.ca 403.527.2292

MEDICINE HAT CATHOLIC BOARD OF EDUCATION – BOARD WORK PLAN 2017 – 2018 (...for approval Sept 12, 2017)

SEPTEMBER 2017	OCTOBER 2017	NOVEMBER 2017	DECEMBER 2017	JANUARY 2018	FEBRUARY 2018	MARCH 2018	APRIL 2018	MAY 2018	JUNE 2018	JULY 2018	AUGUST 2018
<p><u>Policy 2</u> – Approve the Board Annual Work Plan BOARD MOTION (APPROVAL)</p> <p>ASBA Friends of Education, Honorary Life Member, Long Service Award, Premier’s Award, President’s Award <u>Sept 2017</u></p> <p>ASBA and ACSTA Awards Review</p> <p>Faith Formation Day All Division Staff-PD Sept 1, 2017</p> <p>Employee Recognition Program presentations at the Faith Formation Day</p> <p>Nomination Day - Sept 18, 2017 Municipal General Election</p>	<p><u>Policy 17</u> – By October 15 school councils provide Financial Statements</p> <p>Bishop’s Dinner Thurs. Oct. 19, 2017 Calgary, AB</p> <p>Special Board Meeting Trustee Swearing In Ceremony & Board Organizational Meeting Date TBA</p> <p>Begin Boundary Review (defined for February student registration) BOARD MOTION (APPROVAL)</p> <p><u>Policy 2</u> – Superintendent Evaluation BOARD MOTION (APPROVAL)</p> <p>Fall Board & DLT RETREAT Mission, Vision Oct or Nov Date TBA</p> <p>MLA MEETINGS Fall OR Spring</p> <p>Election Day – October 16, 2017 Municipal General Election</p>	<p>Annual Education Results Report/Three Year Education Plan (combined report) due to AB ED by Nov 30 including Accountability Pillar Results Report BOARD MOTION (APPROVAL) ↓</p> <p>Audited Financial Statement and Management Letter - In Camera and Audited Financial Statement due to AB ED by Nov 30 BOARD MOTION (APPROVAL) ↓</p> <p>Fall BUDGET Revision BOARD MOTION (APPROVAL) ↓</p> <p>Special Board Meeting Nov. 2017 Date TBA (AERR, Audited Financial Statement & Fall Budget Approval)</p> <p>New Trustee Orientation Session</p> <p><u>Policy 7</u> –inform the Board of the Honorarium</p> <p>Achievement Exam Review</p> <p>ACSTA Facilities and Covenant Review</p> <p>ACSTA AGM November 17 – 19, 2017</p> <p>ASBA AGM November 19 – 21, 2017</p>	<p>Quarterly Finance Report (presented for information, no Board Motion)</p> <p>IMR Project Approval BOARD MOTION (APPROVAL)</p> <p>ASBA Strategic Plan Review</p>	<p><u>AP500</u> BUDGET Review</p> <p>Board Policy Review</p> <p><u>AP 505</u> – Begin review of School Fees approved in March</p>	<p>Gradual Retirement Plan (GRP) Review</p> <p>Board Reviews 3 Year Ed Plan to determine future priorities</p>	<p>Board Strategic Planning Session</p> <p>Quarterly Finance Report BOARD MOTION (APPROVAL)</p> <p><u>AP305</u> – Boundaries and Attendance areas established by March 31 BOARD MOTION (APPROVAL)</p> <p><u>AP 505</u> –School Fees approved by the Board by March 31 BOARD MOTION (APPROVAL)</p> <p>School Calendar approved by March 31 BOARD MOTION (APPROVAL)</p> <p>Preliminary Staffing/Student Enrolment Projections</p> <p>ASBA Edwin Parr Award Nominations begin March 01 Nominations close March 30</p> <p>MLA MEETINGS Spring OR Fall</p> <p>Meeting with Bishop McGrattan in Calgary Wed., March 14 10am–noon or 1–3pm</p> <p>MHCBE Staff Social Event March 16, 2018</p>	<p>ERIP – Early Retirement Incentive Plan (ERIP) approval by April 30 BOARD MOTION (APPROVAL)</p> <p>Three Year Facility Plan / (Capital Plan) BOARD MOTION (APPROVAL)</p> <p><u>AP500</u> - Preliminary (DRAFT BUDGET) for Board Review</p> <p>Revised Staffing Report</p> <p>Diploma Exam Review</p> <p>Board Annual Work Plan Development</p> <p>SPICE Conference Apr 26 -29, 2018 Kananaskis</p> <p>BLUEPRINTS Conference May 1–4, 2018 Kananaskis</p> <p><u>Policy 7</u> - Annual Board Self-Evaluation & Superintendent Evaluation BOARD MOTION (APPROVAL)</p>	<p>Special Board Meeting May 2018 for Budget Approval BUDGET due to AB ED May 31 Date TBA BOARD MOTION (APPROVAL)</p> <p>Locally Developed Courses BOARD MOTION (APPROVAL)</p> <p>Staffing Report to the Board</p> <p>Revised (draft) BUDGET for Board Review & Stakeholder Feedback</p> <p>ASBA Zone 6 Edwin Parr Award Banquet in Taber</p>	<p>Staffing Report to the Board</p> <p>ASBA Spring Conference June 4 – 5, 2018</p> <p>Retiree Recognition Dinner June 11, 2018</p>		
<p>-----</p> <p>Facility Planning / Boundary Review / Board Policy Review</p> <p>-----</p>											

IMPORTANT Yearly REMINDERS

1. Back to School BBQ’s
2. School Christmas Concerts
3. Fine Arts Productions
4. World Teacher’s Day Oct 5, 2017
5. Bishop’s Dinner Oct 19, 2017
6. Catholic Education Sunday Nov 5, 2017
7. Education Week May 1 – 4, 2018
8. World Catholic Education Day May 10, 2018
9. Monsignor McCoy Grad May 16 – 18, 2018
 - * May 16, 2018 Rehearsal
 - * May 17, 2018 Mass & Ceremony
 - * May 18, 2018 Banquet
10. Foundation Golf Tourney June 8, 2018

May 28, 2017

Superintendents

Your Board Chairs received an invitation from Minister Eggen last week to have a team of five people attend a two-day meeting in the month of September to provide input into consideration being given by the Government of Alberta to amendments to the School Act. The amendments, for the most part, were for legislation/regulations that were part of the Education Act.

I have included the email that was issued to some Zone 2/3 jurisdictions, and have provided the dates that all the meetings will be held.

All school authorities and education partners have been invited to provide written submissions if desired.

I am trying to confirm whether there will be an opportunity for face to face input for charter school and First Nations school authorities.

I have listed the topics of potential conversation identified in the Minister's email, and provided information from a CASS perspective for your consideration as your school authority prepares for the meetings and/or written submissions.

Feel free to share this information with your trustees, leadership team, and school council representative as you deem appropriate.

There is considerable information in this email and I have provided a list of attachments below.

Some of the information pertains to topics not identified as being discussion topics in the upcoming meetings, however can be commented on in written submissions.

Attachments

- 1. Cover letter and CASS submission re: Education Act & Regulations (December 6, 2013)**
- 2. Consultation Meeting held October 2015**
 - a. Age of Access Responses**
 - b. Age of Access Summary**
- 3. Consultation Meeting held October 2015**
 - a. School Fees Responses**
 - b. School Fees Summary**
- 4. Consultation Meeting held October 2015**
 - a. Student Residency Responses**
 - b. Student Residency Summary**
- 5. Home Education Regulation**
 - a. CASS Letter to Minister Dirks, January 30, 2015**
 - b. CASS Letter to Minister Eggen & MLA's, January 22, 2016**
 - c. Letter from Superintendent Brian Andjelic (with permission)**
 - d. Letter from Superintendent David Steele (with permission)**

Notwithstanding the topics identified for discussion/input in the email from Minister Eggen, CASS members may wish to comment on the following, should opportunity present itself, and/or in a written submission

Additional details about these three topics are provided near the end of this email.

1. Encourage the GoA to move forward with the approval of the three professional practice standards
2. Residency Regulation
3. Home Education Regulation

From the Minister's email, topics identified for discussion at the meetings next month are:

In anticipation of potential amendments to the *School Act*, we are seeking your input on several topics, including:

- age of access;
- age of common entry; and
- education services agreements between school boards and First Nations.

Additionally, we committed to returning to stakeholders to discuss school and transportation fees. We will be seeking preliminary feedback on the work done to date on reducing school fees and setting the stage for further work on the *School Fees, Costs Regulation*, and *School Transportation Regulation*.

In the email from the Minister, the following was also stated.

I recognize there are other items raised by stakeholders. While other topics will not be the focus of upcoming conversations, Alberta Education is continuing to consider:

- age of compulsory attendance;
- full-day Kindergarten;
- natural person powers; and
- separate school district establishment.

Specific to the identified topics of conversation, I provide the following for your consideration

1. Age of Access

In late October 2015, then Deputy Minister Lorna Rosen hosted a meeting of stakeholders. Many superintendents attended.

Age of Access was one topic that there was clear input from CASS members and others are listed below.

There was close to universal consensus that the age of access did not have to be increased in the Act. Currently there is a one-year difference between age of access in the School Act and the Funding manual.

The funding manual provides for funding of students who are under 20 as of September 1, however the School Act states:

Right of access to education

8(1) Every individual

(a) who at September 1 in a year is 6 years of age or older and younger than 19 years of age,

and

(b) who is

(i) a Canadian citizen,

(ii) lawfully admitted to Canada for permanent residence,

(iii) a child of a Canadian citizen, or

(iv) a child of an individual who is lawfully admitted to Canada for permanent or temporary residence is entitled to have access in that school year to an education program in accordance with this Act.

This discrepancy allows for school authorities to make decisions on whether older students can attend school. A student who is 19 and has a legitimate reason to attend a K-12 school (illness, injury, teenage immigrant who took time to learn English) can be accepted into a program, however a 19 year old who has squandered opportunities in the K-12 school system and/or is considered a negative influence on other students does not have to be accepted, and can be directed to register an adult upgrading program.

Within the Education Act, the following was stated in Eligible Student Criteria, Section (3)(1)(c) on the first day of September, the student is at least 5 years 6 months but less than 22 years of age,

The strong suggestion in October 2015 was that if the GoA wanted to increase the age of access, it should do so by increasing the age in the funding manual, not the Act.

An underlying concern about changing the Act to increase the age that would have 'Right to Access' was addressing families with children with significant physical or cognitive challenges. Parents are often concerned with lack of adult programs/facilities for their children, and want their child to remain in K-12 for as long as possible, even if they have completed the program that has been designed for them.

Currently such children often attend for a second year of grade 12, but school authorities are then able to insist families look for adult programs. Should the Act change to increase the age that a student has a 'Right to Access', it would most likely result in a significant increase in families demanding their child be offered a third or possibly fourth year of grade 12.

This is a clearly a difficult circumstance for some families, however a comment made at the meeting in 2015 resonated with most in attendance was 'the solution to this matter is not to increase the age of access, but to improve adult programs'.

Documents attached to this email are table responses at the October 2015 meeting, and a summary document which I believe was provided by the Ministry

2. Age of Common Entry

CASS has not published a position on this topic, however I share that a majority of jurisdictions have policy/admin procedures that state a student must be five years old as of December 31 of the year of entry to kindergarten, or six years of age as of December 31 of the year of entry to grade one.

Such policies/admin procedures have been established despite the fact that the funding manual provides for funding for students who turn five or six respectively by February 28 after beginning kindergarten or grade one.

I recall from personal experience that public and separate authorities have often jointly established the common entry date to ensure consistency within a community. From anecdotal comments, I believe the policies/admin procedures were established based on evidence that a higher than proportional per-centage of students who entered kindergarten or grade 1 with a January or February birthday, experienced difficulty while in school.

An Ask – If jurisdictions have research/studies that show the pros and cons of a December 31 cutoff date versus a February 28 cutoff date, I would appreciate having this information shared with me.

3. Education services agreements between School Boards and First Nations

CASS has not published a position on this topic. A presentation on Education Service Agreements was made by Alberta Education representatives in conjunction with the 2015 Annual Learning Conference in March 2015.

The planning committee for the CASS Fall Conference will consider a presentation on Education Service Agreements on November 3, 2017.

An Ask – I ask provincial school authorities and First Nations education authorities that have established/revised Education Service Agreements in the past three years contact me if they are willing to share the general structure of the agreements.

4. School Fees, Costs Regulation, and School Transportation Regulation

CASS did provide comment on School Fees and Transportation in the submission to the Ministry in December 2013, attached to this email.

With the introduction of Bill 1 this past spring, the landscape has changed significantly. Attached to this email is a FAQ document that was provided by the Ministry in June 2017.

It is my understanding that the stakeholder's committee struck this past spring will not be reconvened this fall since all school authorities will have opportunity to comment on these two Regulations during the meetings scheduled in September.

School Fees was one of three topics reviewed at the October 2015 meeting of Education Stakeholders.

Documents attached to this email are table responses at the October 2015 meeting, and a summary document which I believe was provided by the Ministry

5. Age of compulsory attendance

At the CASS Annual General Meeting held April 27, 2007, members passed the following resolution:

Resolution 2007 – 3 Minimum School Leaving Age
BE IT RESOLVED:

That the College of Alberta School Superintendents advocate with the Government of Alberta to enact legislation that will raise the minimum school-leaving age to 18.

D. Falk spoke then spoke to the resolution, identifying four reasons for supporting the resolution. Superintendents with colony schools expressed concerns about the resolution.

Following discussion on the resolution, D. Falk accepted the addition of the words, “or until the student has completed high school, whichever comes first”, as a friendly amendment.

B. Gammon then called the question with the resolution 20007 – 3 with the following wording:

That the College of Alberta School Superintendents advocate with the Government of Alberta to enact legislation that will raise the minimum school-leaving age to 18 or until the student has completed high school, whichever comes first.

Carried
Opposed – 9 members

From memory, I believe at that time that there was a move by the GoA to increase the minimum leaving age from 16 to 17, however this was never proclaimed.

I am looking for the documentation that relates to the four reasons for supporting the resolution that is expressed in the meeting minutes, and if successful will share with all Superintendents.

6. Full-day Kindergarten

CASS does not have a position paper with respect to full-day kindergarten.

Previous consultations with respect to full-day kindergarten have typically resulted in consensus on the following:

- e. Access to fully funded, full-day kindergarten would be beneficial for student learning, and at minimum should be available for students with identified learning delays and/or challenges
- f. The most significant financial challenge to offering universal, fully funded full-day kindergarten is the initial capital costs for providing sufficient teaching spaces for the elementary schools that are at or exceed capacity.

7. Natural person powers

CASS did provide the following comment on School Fees and Transportation in the submission to the Ministry in December 2013, attached to this email:

“It is recommended that regulations should not limit the natural persons power of school boards. This would be accomplished by having regulations reflect the regulations associated with the Municipal Government Act, an acknowledgement that trustees are elected officials as are individuals elected to municipal governments.”

Natural Persons Power would enable School Boards to negotiate loans with financial institutions, potentially to develop long term plans for modernizations of facilities and/or initiate construction of smaller facilities.

Without assured funding, however, the potential for School Boards to be approved to borrow funds is significantly reduced.

At its 2012 Fall General Meeting, the ASBA membership did consider a policy position motion proposed by Zone 6 jurisdictions.

The Government of Alberta enable school Boards to access an amount of the local education tax equivalent to 2% of the assessed replacement value of its facilities.

The intent of the motion, supported by Zone 6 school authorities, was to provide assured funding to school Boards from the municipal education tax to a level that is an infrastructure standard for maintaining capital facilities. The per-centage of the municipal education tax that school Boards would have access to would vary, based on the tax base in the respective municipalities. What would be consistent, however, is that all school Boards would have assured funding through a revenue source that financial institutions would accept as sufficiently secure to approve a loan application by a school Board that would have the ability to make such a request if Natural Persons Power was in place for the Boards.

8. Separate school district establishment.

CASS has not published a position paper on this topic.

CASS members may wish to comment on the following, should opportunity present itself, and/or in a written submission.

1. Professional Practice Standards

Encourage the GoA to move forward with the approval of the three professional practice standards.

2. Residency Regulation

In late October 2015, then Deputy Minister Lorna Rosen hosted a meeting of stakeholders. Student Residency was one topic that was reviewed during the meeting.

The Education Act proposed changing the determination of student residency from the residency of the parent (which is stated in the School Act) to the residency of the student, even if the student resided with a non-legal guardian.

It was accepted that there were circumstances where a student's best interests would be served by attending a school in a school authority for which his/her parents were not residents of.

One example provided was where an Alberta family provided 'unofficial guardianship' for children whose parents resided in a different province, and who were undergoing rehabilitation for addiction issues. The young children were certainly best served to be with the family in Alberta, however the parents were unwilling to assign legal guardianship.

Because this situation is relatively rare, the solution proposed, with near universal consensus, at the meeting was to set up a system for application for funding of special cases.

A specific concern expressed about changing the Residency Regulation at the October 2015 meeting was the impact on schools that provided services for non-resident students with exceptional challenges, a circumstance that is currently resolved by an agreement between the resident school authority and the non-resident school authority.

3. Home Education Regulation

CASS has advocated strongly for change to the Home Education Regulation. A series of CASS position letters, accompanied by letters from two individual superintendents are attached to this email.

Goal 1 of the CASS Strategic Plan states “Effective advocacy in promoting success for all students.” The essence of CASS strong advocacy in this matter is captured in an excerpt of the letter sent to Minister Eggen and all MLA’s in January 2016:

CASS is respectful of parents’ rights and acknowledges there are many parents who provide excellent learning environments for their children.

As stated in the January 2015 letter, CASS members are aware, unfortunately, through first hand observations of circumstances where children are denied basic education, condemning them to a future void of the opportunities their peers have.

As indicated in the original CASS submission on the Home Education Regulation, which is included with the January 2015 letter from Mr. Germann, the most problematic aspect of the current regulation is the parental ability to delegate education to institutions operated under the auspices of either a church affiliation or a privately-owned company, and for this arrangement to qualify as home education.

Message from Minister Eggen to Board Chairs – August 23, 2017

TO: Zone 2/3 Board Chairs (Note that dates for the meetings and to RSVP vary for each zone. This message was sent to Zone 2/3 Board Chairs)

As you know, my department has been in the process of thoroughly reviewing Alberta's education legislation to ensure that it is meeting the needs of our students. As a result of this review, as well as through input provided by school jurisdictions, stakeholder organizations and Indigenous leaders, we have identified several policy issues that require further discussion and engagement with stakeholders. In anticipation of potential amendments to the *School Act*, we are seeking your input on several topics, including:

- age of access;
- age of common entry; and
- education services agreements between school boards and First Nations.

Additionally, we committed to returning to stakeholders to discuss school and transportation fees. We will be seeking preliminary feedback on the work done to date on reducing school fees and setting the stage for further work on the *School Fees and Costs Regulation* and *School Transportation Regulation*.

We will also be using this opportunity to discuss future work on Alberta Education's business planning processes and how we can most effectively involve stakeholders in this work. The conversation will also include an information session on joint-use planning agreements.

I would like to invite you to nominate several individuals to participate in a two-day stakeholder conversation, taking place on September 27 and 28 at the McKay Avenue School in Edmonton.

List of Dates for Meetings are:

- September 6 and 7 in Red Deer;
- September 11 and 12 in Grande Prairie;
- September 19 and 20 in Lethbridge;
- September 21 and 22 in Calgary; and
- September 25 and 26 and 27 and 28 in Edmonton.

Each board is invited to send:

- two trustees;
- one member of the Association of School Business Officials of Alberta;
- one member of the College of Alberta School Superintendents; and
- one member of the Alberta School Councils' Association.

Please forward this invitation to your desired representatives, and have them RSVP for this event at

<http://surveys.education.gov.ab.ca/novi/n/EducationEngagement2017Edmonton02.aspx> by September 20.

RSVP dates vary for each zone.

I recognize there are other items raised by stakeholders. While other topics will not be the focus of upcoming conversations, Alberta Education is continuing to consider:

- age of compulsory attendance;
- full-day Kindergarten;
- natural person powers; and
- separate school district establishment.

Stakeholders will also have the opportunity to provide a written submission. Submissions can include input on the above listed topics, as well as other changes to legislation. These submissions can be submitted to edc.policybranch@gov.ab.ca by October 1, 2017. In addition, we will be hosting follow-up meetings in Edmonton and Calgary in October to provide information on what we hear in these discussions. These dates will be finalized in the coming weeks.

Further information regarding the agenda and background materials for the sessions will be shared with you in the near future. In the meantime, if you have any questions, please contact Jeanie M. Casault with Alberta Education's Policy Development and Coordination Branch at [780-638-4288](tel:780-638-4288) or jeanie.m.casault@gov.ab.ca. Questions regarding logistics and registration can be directed to Melissa Blevins at [780-427-2035](tel:780-427-2035) or melissa.blevins@gov.ab.ca.

I look forward to your input as we continue to work together to protect and improve education in Alberta.

Sincerely,

David Eggen
Minister
Alberta Education
MLA for Edmonton – Calder

ROMAN CATHOLIC DIOCESE OF CALGARY



Bishop's Dinner 2017

Date:

Thursday, October 19, 2017

Time:

5:30 PM - 9:30 PM

Location:

Commonwealth Centre

1177-3962 52 Ave NE

Calgary, AB T3J 0J7

Canada

The Church, through the upcoming Synod on Young People, the Faith and Vocational Discernment, is currently asking herself how she can **lead young people to recognize and accept the call to the fullness of life and love.**

Accordingly, Bishop McGrattan has chosen **Youth & Vocations - Their Faith, The Church** as the theme for the 2017 Bishop's Dinner. It is Bishop's Hope to establish a new focus and vision for the Dinner going forward as the Annual Diocesan Charity Gala. Henry & Sharon van der Sloot are Honourary Co-Chairs of the Planning Committee, which is working hard to establish Bishop McGrattan's new vision for the event.

This year the keynote speaker will be Michael Chiasson of **ACCESS 52 MINISTRIES**, and we will be honoured with musical entertainment by Canadian Christian recording artist **JANELLE**. With a focus on youth and their vibrant future, this promises to be a Bishop's Dinner like no other.

Will you join with us in supporting the future of youth in our Diocese by purchasing a ticket for the 2017 Bishop's Dinner? **Or if you can't attend you can make a donation [HERE](#).**

Your contribution will support grants to the following beneficiaries:

- **ONE ROCK 2018**
- **OFFICE OF VOCATIONS - DISCERNMENT RETREATS**
- **YOUTH CENTRAL - CALGARY**
- **MEDICINE HAT YOUTH ACTION SOCIETY**
- **LETHBRIDGE YOUTH FOUNDATION**

If your organization or family would like to support youth on a larger scale, we are also looking for sponsors for this event at the following levels. For more information, contact Samantha Jones at 403-218-5531 or samantha.jones@calgarydiocese.ca.

Faithful Steward - \$10,000

Wine Sponsor - \$5,000

Dinner Sponsor - \$5,000

Communications Sponsor - \$3,000

Entertainment Sponsor - \$1,500

Friends of the Dinner - \$1,000

Available Ticket Classes

Price	Ticket Class	Available	Limit	Quantity	Total
\$175.00	Individual	No Limit	No Limit	<input type="text" value="0"/>	\$0.00
\$1,400.00	Table of 8	No Limit	No Limit	<input type="text" value="0"/>	\$0.00
\$1,000.00	BD Sponsor - Friend	No Limit	No Limit	<input type="text" value="0"/>	\$0.00
\$1,500.00	BD Sponsor - Entertainment	No Limit	No Limit	<input type="text" value="0"/>	\$0.00
\$3,000.00	BD Sponsor - Communications	No Limit	No Limit	<input type="text" value="0"/>	\$0.00
\$5,000.00	BD Sponsor - Dinner	No Limit	No Limit	<input type="text" value="0"/>	\$0.00
\$5,000.00	BD Sponsor - Wine	No Limit	No Limit	<input type="text" value="0"/>	\$0.00
\$10,000.00	BD Sponsor - Faithful Steward	No Limit	No Limit	<input type="text" value="0"/>	\$0.00
Total Tickets:				<input type="text" value="0"/>	\$0.00

AR99225

JUL 14 2017

Mr. Dick Mastel
Board Chair
Medicine Hat Catholic Separate Regional Division
1251 - 1 Avenue SW
Medicine Hat AB T1A 8B4

Dear Mr. Mastel:

Paul MacLeod, Registrar, has forwarded your June 22, 2017 request for the Minister's approval of the reappointment of Mr. Joseph Colistro as Superintendent of Schools for Medicine Hat Catholic Separate Regional Division. Attached was a completed *Notice of Intent to Reappoint the Superintendent*, Form 5. Thank you for providing this information.

Given your strong endorsement and request, the Minister has approved the reappointment of Mr. Colistro as Superintendent of Schools for Medicine Hat Catholic Separate Regional Division, effective August 1, 2018 to July 31, 2020, pursuant to Section 114 of the *School Act*.

Please extend my congratulations to Mr. Colistro on his reappointment.

Sincerely,



Curtis Clarke, PhD
Deputy Minister

Secretary Treasurer
Modernization of Monsignor McCoy Report
September 12, 2017

Substantial completion slated for mid-October, 2017

Elevator:

Installation is continuing – expected to be operational at end of the week

Art Room Storage

Framed up for drywall, ducts installed, sprinkler drops should be done.

Main Gym:

Peel and Stick exterior walls for stucco. Al's audio installed speakers. Roll up door to Auxiliary gym completed.

Shop:

Demolition, rough in ongoing, block walls installed. T-bar done on one classroom. Lights installed. 2x8 for compressor ongoing. Drywall spray booth ceiling work started. Should be operational at end of week.

Auxiliary Gym:

Mezzanine floor poured, steel stud framing started, old mezzanine demolished and cleaned up, windows in block framed up and measured. Work on other openings ongoing. Divider curtain installed. Start prepping for sidewalks and landscaping

Central Area:

Floor installed, office block walls done, new frame into office installed. Beam and post installed. Steel for main wall support started.

Library:

Flooring installed, windows and glass installed ceiling grid fixed and tiled, electrical and mechanical completed, painting completed. Book vault installed/

Gym Storage:

Rough in done, getting cleaned out for flooring and painting

HVAC Balancing:

Continuing work on balancing the HVAC system for consistent temperatures.

Secretary Treasurer
Construction of St. John Paul II School Report
September 12, 2017

Substantial completion scheduled for Mid-December 2017.

Upcoming scheduled work:

1. Electrical/plumbing/HVAC rough-in on-going
2. Drywall install on-going
3. Operable wall backing install to start
4. Window install on-going
5. Modular install
6. Skirting etc. On modulares at southland to start
7. Exterior framing to continue
8. Sprinkler rough-in on-going
9. Paving at St. Pats to start
10. Skirting etc. on existing modulares to start at St. Pats

Superintendent's Report
September 12th 2017
Regular Board Meeting

1. The Year Ahead 2017-2018

As we prepare for the 2017-2018 school year I have encouraged our team at central office to manage their workload and prioritize responsibilities. We are fortunate to have a great team and working collaboratively with each other, and the Board of trustees, I have no doubt we will accomplish the necessary tasks. The year will require that the major topics listed below are addressed.

- a. Annual Plan – Division Strategies
 - a. 2017-2018 Division Priorities Implementation – attached
- b. Teacher Collective Bargaining
- c. St. John Paul II School
 - a. Opening dates and planning
 - b. Transportation and boundaries
- d. Trustee elections
- e. Capital Planning Priorities
- f. Board Policy Review
- g. Administrative Procedures
 - a. AP Review – Deadline June 30, 2018
- h. Hour Zero implementation
- i. Nutrition Program
 - a. Program starts at St. Louis and Mother Teresa
- j. CCSSA Faith Presentation October 12-13
- k. AERR plan - Due November 30th
- l. Dossier implementation
- m. Professional Development Guidelines
- n. International Education
 - a. First International Education students arrive in Medicine Hat
 - b. Administrative Procedures
 - c. Homestays
- o. Committees
 - a. Athletics ad hoc
 - b. Literacy and Numeracy
 - c. Mental Health Strategy

Recommendation: Receive as Information

2. School Educational Plan 2017-2018

Continuous improvement is expected of all schools. Planning and reporting processes at the school level are essential for focusing efforts to improve the quality of education provided to students. Each year schools complete a **School Educational Plan**. School plans should focus on the strategic priorities of the Division and align with the Provincial Annual Education Results Report.

The Division priorities for 2017-2018 focuses on **OUR FAITH**, to enhance our Catholic identity. **ENHANCE STUDENT LEARNING THROUGH ACTIONS** that reflect the values of **INCLUSIVE EDUCATION**. Ensure every student is successful through **LITERACY AND NUMERACY**. Support student learning through the use of **TECHNOLOGY**. Provide a **CONTINUUM OF SUPPORT** for the **MENTAL HEALTH** and wellbeing for students, parents & staff.

Each priority includes strategies for implementation at the Division and school level and provides outcomes for what success looks like.

Details

Timeline for completion, Division level – August 30th, 2017

Timeline for completion, School level – October 16th, 2017

Review- Superintendent and senior admin

Initial- October 17th - November 10th 2017

Follow-up May 1-31st 2018

Communication – posted to website after November 11th or when all reviews are completed

Input – Stakeholders including teachers, support staff, parent group, and at high school student feedback on some of the priorities.

Do trustees wish to have a briefing from DLT on their School Education Plan at a regular Board meeting?

Recommendation: Receive as Information

3. CLASSROOM IMPROVEMENT FUND (CIF) GRANT PROPOSAL

The Proposal from the Medicine Hat Catholic Board of Education (MHCBE) targets the needs of the Division by providing support for the Division Literacy and Numeracy initiative, the hiring of additional teachers, non-teaching staff, professional development initiatives, and materials and equipment to enhance the classroom experience. The Division was allocated \$385,000 and the total amount is to be expended in this initial proposal.

A highly collaborative process was used to identify areas of focus. School based administrators and teachers were given the opportunity to discuss the needs of their school and how funds could be effectively used. Staff involvement in the decision making process increased their commitment, ownership and accountability for the decisions.

Information was received by the teacher representatives from each school and follow-up conversations held with staff and school administration by both school and teacher representatives. Once the information was received and compiled the CIF Committee met to discuss how to proceed. During a highly

collaborative and meaningful first meeting a decision on how the money would be allocated was agreed upon.

The first area focus is providing support for the Division Literacy and Numeracy initiative. The MHCBE Literacy and Numeracy initiative is a Division wide priority and focuses on developing and implementing best practices in the areas of literacy and numeracy.

As stated by Alberta Education, *"To succeed in today's data-driven and interconnected world, it is essential that all Alberta children develop strong literacy and numeracy skills"*.

All teachers and students from Kindergarten to Grade 12 will benefit for the Literacy and Numeracy initiative. *The intended outcomes* of the Literacy and Numeracy initiative include, improved literacy and numeracy outcomes for students, developing common goals and a vision for literacy and numeracy, formulating a Division wide approach for teaching of literacy and numeracy and providing professional development for staff to develop professional knowledge around best practices. The timeline is ongoing from September 2017 to June 2018.

The second area focus is on hiring teachers. It was decided that three new part-time teachers will be hired and four will have their current FTE time increased. This will be a benefit to six of the nine schools. *The intended outcomes* focus on providing teacher collaboration time, reducing teacher student ratios, more one on one attention for students, increased music time, and providing for levelled literacy intervention.

The third area of focus is on hiring additional non-teaching staff. Approximately three learning assistants will be hired and two will have their time increased to provide support to teachers.

The intended outcomes for the additional Learning Assistant time in the classroom will be providing additional support for mild-moderate and severely coded students.

Staff and teacher hiring's were completed prior to the start of the 2017-2018 school year.

The fourth area of focus is on Professional Development. Release time will be provided for teacher's to create blocks for collaborative planning, engagement or inclusion in key areas of instruction. Opportunities for professional development in literacy and numeracy and to enhance instruction through assessment will be provided.

The timeline for professional development is ongoing from September 2017 to June 2018.

The fifth area of focus is on purchasing materials and resources. Five schools will be provided with funding for materials or equipment for the classroom, including Chrome books, I-Pads, whiteboard tables and chairs, Jump Math programs, educational apps, and Scholastic resources.

The timeline is September 30, 2017 to have materials ordered.

Recommendation: Receive as Information

4. Nutrition Program

The Medicine Hat Catholic Board of Education is committed within the limits of its resources, to support the creation of school environments that promote wellness and facilitate healthy lifestyle choices for staff and students.

The Medicine Hat Catholic Board of Education has received \$141,000 in grant funding from Alberta Education to implement a Nutrition program for the 2017-2018 school year. Funds are provided to

establish or enhance existing nutrition programs and are to be targeted for the provision of nutritional meals, including costs associated with ordering, preparation and delivery.

As stated by Alberta Education “A key component of the program is to ensure students, teachers, parents, caregivers and community members have the opportunity to learn more about:

- the importance of choosing and preparing healthy foods
- the importance of reading food labels
- access to Alberta’s food resources”

St. Louis School and Mother Teresa have been selected as the two schools in the Division that will be implementing the Nutrition program. St. Louis will be providing a daily lunch program and Mother Teresa a breakfast program. The daily meals will support healthy eating choices as per the Alberta Nutrition Guidelines for Children and Youth. Menus and additional information were provided by the school to all parents. The programs have commenced at both schools and response has been very positive.

Recommendation: Receive as Information

5. Administrative Procedures Review

Review of Administrative Procedures (AP’s) continue to be a top priority for the Division. Throughout this coming year senior admin will continue to review, discuss, and update AP’s as required. In addition we believe is important for school based administrators to become familiar with key AP’s. At the Division Leadership Team meeting held on August 30th senior admin reviewed a number of significant Administrative Procedures. This will become a common practice at the beginning of the school year.

Administrative Procedures reviewed at the August 30th included:

- a. AP 505 - School Fees
- b. AP 260 - Field trips
- c. AP 490 - Volunteers
- d. AP 351- Student Conduct and Student Code of Conduct Appendix A
- e. AP 317 – Students with Severe Anaphylactic Allergies
- f. AP 316 - Administration of Medication to students
- g. AP 406 - Evaluation of Teachers, Teacher growth , Supervision and Evaluation
- h. AP 400 – Staff Recruitment and Selection
- i. AP 418 - School Based Administrator Growth, Supervision and Evaluation

Recommendation: Receive as Information

6. CCSSA Leadership Conference

The CCSSA is hosting a leadership Conference on October 12-13, 2017 in Red Deer Alberta. The conference will be centered on ***The Marks of an Excellent Catholic Leader*** document. This Catholic leadership framework may be used to:

- Inspire Catholic leaders in their service of Catholic education
- Offer a role description for Catholic leaders

- Provide indicators and offer exemplars
- Create conversations around Catholic leadership
- Assist leaders as they strive for excellence in their vocation
- Serve as a resource when identifying, recruiting and hiring Catholic school leaders.

Keynote speaker: The Honourable Mr. Justice Kevin Feehan

Kevin Feehan is a Justice of Queen's Bench of Alberta. Prior to his appointment, he practiced law for 38 years with what now is the Dentons firm. From 1988 through 2016, he was very involved with the defense of Catholic education as counsel for the Alberta Catholic School Trustees Association (ACSTA) and many member boards.

I am excited to confirm that we have 4 central office and 9 school administrators attending the conference. This is excellent faith formation for our leaders.

The Conference Logo



The logo — **Marked By God: Leadership in Alberta Catholic Schools** — is inspired by the handprint of a child, reminding us of the students who are the center of all we do. Like the child's index finger, all of us too are marked by God. Each of the five fingers on the hand represents one of the five marks of Catholic Education, explored during this conference. As leaders in Catholic education in Alberta, the Alberta flag is held within the hand print.

Recommendation: Receive as Information



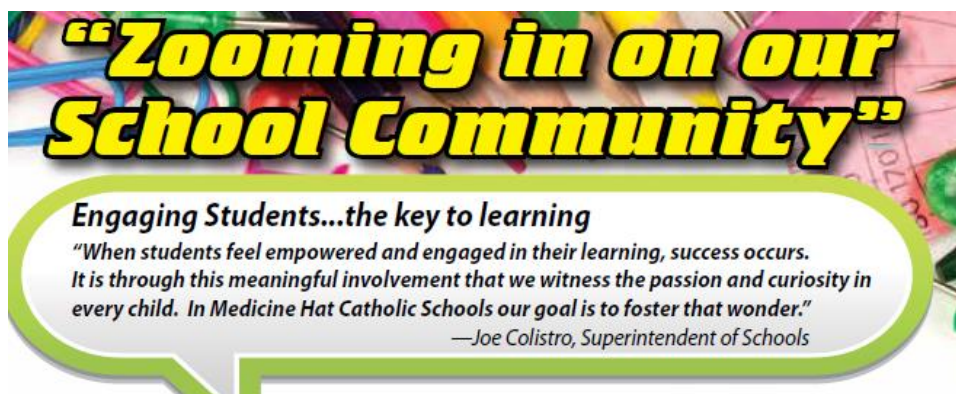
BACK TO SCHOOL 2017-18 MARKETING STRATEGY

MHCBE



SEPTEMBER 1, 2017

BACK TO SCHOOL MARKETING STRATEGY SEPT 2017



1. PUBLIC RELATIONS – *It All Starts Here!*

We continue to look for meaningful ways to “engage” our community.

2. RADIO - CHAT & MY 96

We’re on the Radio! ...in English & French

MHCBE students did the voiceover for our Back to School radio ads. Have a listen. Thank you students from St. Michael’s School & Ecole St. Thomas d’Aquin! August 21 to Sept 4th

Grades 1 – 12, “**I’ll meet you there**”! English



<https://www.facebook.com/MHCatholic/videos/1297012823741528/>

Grades 1 – 12, “**je vous rejoins là**”! French



<https://www.facebook.com/MHCatholic/videos/1299364416839702/>

Kindergarten & Early Learning, “**Get your Back Packs Ready**”! English



<https://youtu.be/tfHA4Ae2Z3U>

3. WEBSITES/ SOCIAL MEDIA, VISUAL MEDIA & BRANDING -Latest News and Banner

Branding - DISTRICT COMMUNICATIONS GOAL : To create consistency and branding by streaming the Latest News on the Division & each of our 9 School Websites. Highlighted in Derrian’s Report.

4. COMMUNITY MAGNET SIGNS

- a. SCHOOL & COMMUNITY LOCATIONS MAGNET SIGNS
- b. Schools – ST. Francis, St. Michael's, St. Pat's, St. Louis, Mother Teresa, Ecole St. Thomas
- c. Community Locations – Kingsway, Walmart; KinCoulee



5. PRINT MEDIA – BACK TO SCHOOL – No Full-Page Ads in 2017 School Feature

- a. Spot Ad Banner Format for Medicine Hat News
 - i. August 10, 2017 & August 30, 2016

Watch for our 2017/2018
Back to School Calendar!
Pick up your copy at any local
Catholic School or Parish.



Medicine Hat Catholic Board of Education 403.527.2292

It all starts here!

First Day Grades 1 - 12 Tuesday, September 5th
First Day Kindergarten & Early Learning Thursday, September 7th
**Orientation Days: September 5th & 6th*

For everything Back to School please visit us
www.mhcb.e.ab.ca OR    



b. **Medicine News**

Page BACK TO SCHOOL – Feature – Superintendent Message

Catholic division excited for new school year

BY TIM KALINOWSKI ON SEPTEMBER 5, 2017.

tkalinowski@medicinehatnews.com •
[@MHNTimKal](https://twitter.com/MHNTimKal)

Medicine Hat's Catholic Board of Education is looking forward to a busy and challenging year ahead when classes commence next Tuesday, says superintendent Joe Colistro.

"A new school year brings opportunities," he says. "We have a lot of opportunities presented to us. We are going to be opening the new school with St. John Paul II. We are completing our modernization at McCoy. We have trustee elections. We are going into a collective bargaining year. These opportunities will keep us busy. Each one will require our time, our energy and our careful thought."

One of the opportunities Colistro is looking most forward to is rolling out a new nutrition program at St. Louis School and Mother Teresa.

"We are rolling out a new nutrition program," says Colistro. "That creates the need for a lot of thought as well. Initially Alberta Education wanted us to roll out one school (this year). We are going to try to stretch what we get from Alberta Education, and roll out two schools off the bat."

Colistro says the main challenge with rolling these programs out is creating the proper kitchen infrastructure which meets food safety guidelines and delivers top quality nutrition.

"We have upgraded St. Louis so they have what they need," says Colistro. "Mother Teresa already offered up a breakfast program, and they have the infrastructure they need. This has also prompted us to take a look at St. John Paul II, and that kitchen will be ready for a nutrition program should we choose to offer one there in the future."

"It's been a bit of work," adds Colistro, "but it is a wonderful opportunity because it will benefit our students. And we are hoping it will eventually extend to our other schools."

While MCHBE has had its share of budgetary challenges and has had some concerns about enrolment the past few years, Colistro is cautiously optimistic coming into this 2017/18 school year.

"We are seeing some significant growth in some of our schools," he states. "For example, Notre Dame is over 400 students now. As a result, overall, we are showing some good growth as we enter the new school year. We stay cautiously optimistic because we don't know for sure what we're going to have, in terms of student numbers, until we get to school in the beginning of September."

Colistro feels MCHBE's course offerings and high marks achievement compared to the provincial average make his district an attractive, public option for local parents.

"Parents want a high quality basic education rooted in a Catholic environment. Our job is to ensure that it happens. Beyond that, we offer a lot of enhanced learning programs as well. We have fine arts academies at elementary and middle school. We have our sports academy. We have AP courses in high school. French immersion ... We really are looking at meeting the needs of all our students."



Joe Colistro, superintendent Medicine Hat Catholic Board of Education, is preparing for the start of the 2017/18 school year and welcoming back students on Sept. 5. —NEWS PHOTO EMMA BENNETT

i. **Medicine News Special FALL REGISTRATION GUIDE – Published
in July 2017.**



MEDICINE HAT CATHOLIC SCHOOLS

Are you new to Canada or new to our City, transferring from another school or a new learner getting ready to start school for the first time? Catholic Schools are a publicly funded, vibrant part of the public education system in Alberta.
Come, Experience Catholic Schools
All Are Welcome / Bienvenue!

Welcome / Bienvenue
It All Starts Here!



**ENGLISH & FRENCH
IMMERSION Programming K – 12**

Early Learning
Programs Ages 3 – 5

**ACADEMIES IN SPORTS &
FINEARTS**

Enjoy your
Summer Break
First day of School for Students
Grades 1 - 12 is
Tuesday, September 5, 2017

First Day of
Kindergarten and Early Learning
Thursday, September 7, 2017
*Orientation Days -
September 5th & 6th

Ongoing Registrations Accepted
403-527-2292
www.mhcbe.ab.ca

All are Welcome
Come, Experience Catholic Schools.

41312065-08/23/2017



6. 14th Edition “Zooming in on our School Community” - Annual “Back to School Calendar”.



The 2017-2018 edition of our Back to School Calendar publication continues to be a positive marketing tool and a handy reference guide for everything MHCBE. **We hope you find it useful and proudly display it in your work areas and in your school classrooms as children love to see photos of themselves in the publication.** Thank you for sending in great photos!

New to the Calendar this year:


- Social Media accounts displayed on school pages & on feature page
- Summer Months included for July 2018 and August 2018
- Page & Calendar Month for our newest school, St. John Paul II

Circulation of the Back to School Calendar (Zooming In on our School Community):

- 1 per staff/teaching classroom;
- Back-Pack Circulation – A calendar will be sent home with each student (Early Learning, K – 9) the first week of school;
- Extra copies for school front offices;
- Shared with our education partners in the community including St. Patrick’s Parish, Holy Family Parish, City of MH, Community Pre-Schools, Saamis Immigration etc;
- Published in the MH News August 23rd. A total of 12,000+ were printed.

Schools will be provided with calendars this week, Principals will pick them up at the Board Office on Wednesday.

The calendar is also available electronically under [MHCBE Connect](#), simply click the icon that looks like

this →  on your School/Division homepage and click on Zooming In.

MOVING COMMUNICATIONS FROM GOOD TO GREAT!



BACK TO SCHOOL 2017-18 MARKETING STRATEGY

MHCBE



SEPTEMBER 1, 2017

Derrian Hallas- *School Communications and Social Media*

Contact Information: derrian.hallas@mhcbe.ab.ca (403) 878-2017

#MHCatholic

702 to **778** “likes” on our **Facebook Page**

501 to **515** followers on **Twitter**

151 to **174** followers on **Instagram**



School Website Updates & Social Media Posts

- ☐ Website Banners (next page)
- ☐ **Back to School Information**
 - School Year Calendars
 - Bus Pick Up/ Drop off/ Times/ Locations
 - Bell Times
 - District at a Glance
 - Registration Forms
 - Zooming In Calendar Link
- ☐ **Early Learning & Kindergarten Information**
 - Orientation Days
 - Brochures
 - School Year Calendar
 - Locations & Times
 - Registration Forms
- ☐ **School Supply Lists (All Schools)**
- ☐ **Before & After School Care (All Schools)**
- ☐ **School Cash Online- How to Register (All Schools)**
- ☐ **Bill 1 Communication**

Summer Projects

- ☐ Back to School content & posts pushed to all school social media accounts
- ☐ Radio Ads (General, ELP & French Immersion) on YouTube/ Facebook/Twitter
- ☐ PD & holiday posts all scheduled from September 2017 - June 2018
- ☐ Trustee Election Video
- ☐ School Fee Communication
- ☐ International Education Website Refresh
- ☐ Monsignor McCoy & St. John Paul II Photo Progress Updates



School Social Media Accounts

What's next for social media in our schools?

- Contributing to school accounts from division level on a regular basis
- Working with and supporting contributors at each school
- Promoting our new school social media accounts to parents and community
- **New to our school district-** Early Learning Program Facebook Pages:
 - Mother Teresa
 - St. Patrick's
 - St. Michael's
 - École St. Thomas



**Associate Superintendent Human Resources
Board Meeting, September 12, 2017**

Staffing Update

The Medicine Hat Catholic Board of Education has 136.93 FTE for the 2017/2018 school year. This includes 2.54 FTE hired with CIF funding. (Classroom Improvement Fund)

Action: N/A

Recommendation: Information

Classroom Improvement Fund (CIF)

The Memorandum of Agreement between Alberta Education and the ATA included a 1 time fund provided for classroom improvement. Medicine Hat Catholic received \$ 385 000. A committee of ATA members, central office staff and a board member negotiated how the money was to be spent. Each school received an allocated amount based on the number of certificated staff they had. The schools then presented a plan on how to spend their money based on the government parameters. Schools hired or increased FTE for both certificated staff, and uncertificated staff to support students, schools also have or will be purchasing materials such as chrome books, literacy numeracy materials, standing desks, etc. A fund of \$15 000 was allocated for the Literacy / Numeracy Committee. This committee was started last June in response to the Board's strategic priority to, "Develop a Literacy and Numeracy Initiative to ensure every student is successful." The CIF was welcomed, and students will benefit throughout the 2017/2018 school year.

Action: N/A

Recommendation: Information

Instructional and Assignable Time

The ATA Memorandum of Agreement between The ATA and TEBA stipulates under section 11, Conditions of Practice – 11.1 (a) "teacher instructional time will be capped at 907 hours per school year." and (b) "teacher assignable time will be capped at 1200 hours per school year." All teachers (does not include principals or vice principals) are under the 907 cap for the 2017-2018 school year. Schools have been asked to work with their staffs to adjust assignable hours to 1150 per school year. This allows principals to have some flexibility to assign teachers tasks such as meetings / open houses, etc. throughout the school year.

Principals have also been asked to engage their staffs in planning weekly collaborative time for teachers to work with colleagues in Professional Learning Communities. Assignable time may be used to find the time for teachers to work collaboratively.

Action: N/A

Recommendation: Information

Secretary Treasurer
Board Report June 27, 2017 Public Meeting

1. 2017-18 Enrolment Update

An update on the September 7, 2017 will be provided to the board.

Recommendation: For information

Attachment: To be distributed

2. Administrative Procedure - School Security

A draft Administrative Procedure has been developed regarding school security. It was presented to the District Leadership Team and will be operational after the presentation to the board.

Recommendation: For information

Attachment: Draft AP – School Security

3. 2017-18 School Fees

The Minister of Education has approved the 2017-18 School Fees and the associated administrative procedure.

Recommendation: For information

Attachment: July 25, 2017 Letter from the Minister of Education

4. ACSTA AGM Provincial Issues for Consideration

This is a reminder to the Board of Trustees that the deadline for a board to submit provincial issues for consideration at the AGM is September 19, 2017.

Recommendation: For information

Attachment: May 24, 2017 email from ACSTA

5. Transportation Update

The return to school has gone smoothly from a transportation perspective. There were no major issues escalated to central office. There were several calls with regards to pick up locations and these have been addressed on an individual basis. Several stops which were previously located within the walk boundary were removed; however, students are able to wait

at an eligible stop outside the walk boundary. All routes maps were updated in July and posted on the Southland Transportation website.

For students new to our district or who have moved and are eligible for bussing, additional bus stops may have been created since bus route maps were posted on Southland's website in July. Southland Transportation will not be updating and publishing the maps until the 3rd week in September to reflect these new changes.

South Boundary Road will be under construction from August 25 to October 15, 2017. Southland is aware of this and will adjust the routing accordingly. No time impact expected and they will monitor for delays and may need to react accordingly. No issues have been report thus far.

A new transportation provider is operating in Medicine Hat and we are working with them to ensure they are adequately insured and operating. Once we have signed off, schools may be able to use them for transportation.

Recommendation: For information

Attachments:

1. Transportation information
2. Student Conduct on School Buses
3. Transportation FAQ
4. Notre Dame Academy Transportation

6. Joint Use Agreement

The partners of the Joint Use Agreement ('JUA'), Medicine Hat Catholic Board of Education ('MHCBE'), Medicine Hat Public School District No. 76 ('SD76'), City of Medicine Hat ('COMH') and Medicine Hat College ('MHC') have been working for an extended period of time, since 2014, to amend the existing JUA. Details and background are provided in the March 8, 2016 briefing to trustees.

The Joint Use Agreement between the City of Medicine Hat, Medicine Hat Public School District, Catholic School Division and the Medicine Hat College creates a partnership allowing access to publicly owned facilities.

Joint use agreements set out terms for access and use, partner accountabilities and cost and revenue sharing.

The goal agreement is to ensure equitability and flexibility for the maximum benefit of the community. Maximum use of public facilities results in the most cost effective and efficient use of school, college and City facilities for recreational, cultural and educational programs.

The existing Joint Use Agreement was established in 1982 with an amendment in 1999. The review was required given the changing needs of the community and utilization of the facilities over the past 20 years.

It is felt that the agreement is now nearly ready for ratification. The City of Medicine Hat ratified September 5, 2017.

The major features of the agreement include the following:

1. Eligibility criteria established for being a user of the JUA
2. Fees are established for gyms and playing fields which are phased in over five-years to attempt to recover the cost of operating our facilities and grounds for Joint Use less an administration fee for the city to operate the booking process.
3. A Letter of Understanding ('LOU') has now been developed to show a COMH commitment for contributing to the continued rehabilitation of our fields beyond what we are recovering costs for. This agreement is a 'pilot' for 3.5 years, however we have unofficially been successfully following the agreement already with the rehabilitation of the Notre Dame Academy soccer pitch and the Monsignor McCoy High School football/soccer pitch. This issue was one stumbling block we had with the COMH last year.
4. Establishment of a working committee to deal with the operational issues
5. Development of a playfield manual all parties agree to follow to ensure there is consistency with the maintenance of the fields.

The intention was to operationalize this for September 1, 2017 however there are some challenges in operationalizing the agreement in terms of providing community groups with notice on rate increases.

The COMH had previously increased rates of community facilities significantly and had not received a lot of negative feedback from user groups. It was felt that providing sufficient notice and time allowed for groups to properly adjust.

It is proposed that the agreement be present for ratification in September 2017 for the field rates to be implemented for January 1, 2018 and that the gym rates become effective for September 2018.

Recommendation: That the Board of Trustees for the Medicine Hat Catholic Board of Education ratifies the Joint Use Agreement as presented.

Attachment:

1. Draft Joint Use Agreement
2. Playfield Rehabilitation Agreement
3. Playfield Manual
4. Current Joint Use Agreement

7. Policy 1 – Foundational Statements

Policy 1 was reviewed and cosmetic changes were made to correspond to the name change.

Recommendation: That the Board of Trustees for the Medicine Hat Catholic Board of Education approve the first reading of the changes to Policy 1.

That the Board of Trustees for the Medicine Hat Catholic Board of Education approve the second reading of the changes to Policy 1.

Attachment: Amended Policy 1

8. Policy 2 – Role of the Board

Policy 2 was reviewed and cosmetic changes were made to correspond to the name change.

Recommendation: That the Board of Trustees for the Medicine Hat Catholic Board of Education approve the first reading of the changes to Policy 2.

That the Board of Trustees for the Medicine Hat Catholic Board of Education approve the second reading of the changes to Policy 2.

Attachment: Amended Policy 2

9. Policy 7 – Board Operations

Policy 7 was reviewed and cosmetic changes were made to correspond to the name change. As well, the ward references were updated to correspond to the ministerial order.

Recommendation: That the Board of Trustees for the Medicine Hat Catholic Board of Education approve the first reading of the changes to Policy 7.

That the Board of Trustees for the Medicine Hat Catholic Board of Education approve the second reading of the changes to Policy 7.

Attachment: Amended Policy 7

Draft Protocol with School Security

Background

Schools are used throughout the day for a variety of activities and groups. When schools are used after the school day, there are certain risks which need to be addressed including ensuring the security of the school facility and the assets of the school from damage and theft as well as protecting staff in the school who are working alone, including, teachers, learning assistants and custodians. In maintaining our responsibilities under Occupational Health and Safety, the following procedures will apply.

Procedure

1. All schools shall lock all the exterior doors no later than 4:30 pm each school day unless there is a before and after school program in operation which may leave an appropriate door open until the program is complete at which time that door is locked.
2. All classrooms and other rooms must be locked at the end of the day to ensure they may not be used as hiding places. Schools have motion sensors and door sensors in some areas and classrooms however there are typically no motion sensors unless they located in a computer lab. The motion sensors aren't active until such time as the building alarm is set.
3. All staff working after 4:30 pm shall signed in and if working alone shall have a personal panic FOB on their person. Custodial staff shall wear a personal panic FOB when working alone or in an isolated area.
4. Joint Users and other School User Groups including School Teams
 - a. Internal hallway doors shall be closed and locked by the custodian to prevent or reduce the access users may have to the building.
 - b. For schools with an evening custodian
 - i. User groups must make arrangements for a key at the school prior to the end of the school day. The representative for the user group can also arrange to meet the custodian at the school 15 minutes before their scheduled time to have the door opened. The representative for the user group must remain at the door to record attendance for their group and ensure that only their users are being allowed access. Attendance is necessary in case of an emergency and the supervisor is responsible to record this information and save it in case there are any concerns or questions about who was in the building. Violations will result in cancelled future user access.
 - c. For schools with no evening custodian, the user group is to coordinate with the appropriate school principal for obtaining a key and security code and for returning the key. No school keys are permitted to be duplicated and school security is not to be shared.
 - d. Doors may not be propped open either through 'dogging' or placing something in the doorway.
 - e. All users need to exit through the assigned access doors only except in the event of an emergency.
 - f. If it is a school related activity or event, the teacher or supervisor must be the last one to leave the building and ensure that no students or parents are left with the custodians and are responsible to ensure door is properly latched when they leave. Custodians shall not be expected to supervise students.

- g. If it is a joint user group, the leader shall be the last one to leave the joint user activity and is responsible to ensure that the door is locked and latched when they leave. Custodian shall not be expected to supervise children.
 - h. No student or child is to be left unsupervised either inside the school or outside the school.
- 5. Any incident including property damage or misbehavior shall be reported by the custodian to the Facilities and Operations Supervisor by email. The Facilities and Operations Supervisor shall determine if any further documentation is required.
- 6. Verbal or physical abuse to any staff will result in a call to the Medicine Hat Police Service and charges may occur.
- 7. In the event there are trespassers in the facility, staff are not to engage the trespasser and shall protect themselves. Staff shall call 911 immediately so that the police may catch the trespasser in the act. Police will charge the trespasser under the *School Act*.

Greg MacPherson

From: EDC Minister <Education.Minister@gov.ab.ca>
Sent: Tuesday, July 25, 2017 3:20 PM
To: Dick Mastel
Cc: Joe Colistro; Greg MacPherson
Subject: 2017/18 School Fees Approval

Mr. Richard Mastel
Board Chair
Medicine Hat Catholic Separate Regional Division

Dear Mr. Richard Mastel:

I have reviewed your board's school fee schedule and associated policies and hereby approve the implementation of these school fees for the 2017/18 school year.

I appreciate your continued support as we work to make life more affordable for Alberta families. I wish you all the best for a successful 2017/18 school year.

Sincerely,

David Eggen
Minister
Alberta Education
MLA for Edmonton – Calder

cc: Joseph Colistro, Superintendent
Greg MacPherson, Secretary-Treasurer

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Greg MacPherson

From: Alberta Catholic School Trustees' Association <admin@acsta.ab.ca>
Sent: Wednesday, May 24, 2017 8:29 AM
Subject: 2017 Annual General Meeting and Convention: Resolutions, Nominations for Executive Positions, In-Memoriam & Awards

Importance: High

May 24, 2017

Memorandum to: ACSTA Board of Directors
ACSTA Member Board Chairs
ACSTA Member Board Superintendents
ACSTA Member Board Secretary-Treasurers

From: Dean Sarnecki, Executive Director

Re: **2017 Annual General Meeting and Convention:**
a) Resolutions
b) Nominations for Executive Positions
c) In Memoriam
d) Awards

a) Resolutions

The ACSTA 2017 Annual General Meeting and Convention will be held November 17-19, at The Westin Edmonton.

The Board of Directors Resolutions Committee invites your Board to submit provincial issues for consideration at the AGM. Please forward these issues in writing to the ACSTA office **by September 19, 2017**

The Resolutions Committee: Karen Doucet, Greg Ibach and Michael Ouellette will:

- review each issue and if necessary, edit or combine issues and, after consulting with the sponsoring board, draft a resolution for presentation at the AGM; and
- ensure a copy of all resolutions to be presented will be circulated to member boards 30 days prior to the AGM.

Please be advised of the following rules governing the way Emergent Resolutions will be handled:

1. An Emergent Resolution concerns an urgent issue, of provincial scope, arising unexpectedly after the deadline for submission of Regular Resolutions has passed.
2. The proposed Emergent Resolution shall be presented in writing with 150 copies to be delivered to the ACSTA Convention Desk prior to 7:30 p.m., Friday, November 17, 2017 for consideration by the Resolutions Committee.
3. Should the Resolutions Committee accept the Emergent Resolution, Bylaw 8(c) requires a majority vote of the Annual General Meeting to consider it.

b) Nominations for ACSTA President and Vice-President

The 2017 ACSTA Nominations Committee: Natalie Beland, Liam McNiff and Chantal Monfette will carry out its responsibilities as follows:

- ensure at least one candidate for the position of President and Vice-President;
- determine incumbents' intentions re: candidacy; and
- announce names of candidates as they are received;
- present candidates at AGM.

c) In Memoriam

ACSTA would like to share the memory of trustees and honorary life members who have passed away over the 2016-2017 school year. We need the assistance of local boards to do this and ask that you can send us this information by completing the form which is available on the ACSTA website

http://www.acsta.ab.ca/content/file/In_Memoriam_Form.pdf

We are also requesting a photo to be included in the presentation. The deadline for in memoriams to be included in the 2017 AGM program is Friday, November 3, 2017.

d) Awards

ACSTA member boards are invited to submit nominations for the following awards:

- 1) Honorary Life Membership
- 2) Long Service
- 3) Meritorious Service
- 4) Appreciation

Nominations received by ACSTA prior to September 11th will be submitted to the Board of Directors for their review at their September 15th meeting. Award recipients and their board Chair will be informed of the details of the award presentations in advance of the Convention.

A nomination form for all categories with a description of the criteria pertinent to each award available on the ACSTA web site:

<http://www.acsta.ab.ca/events/agm-and-convention/acstaawards>

Alberta Catholic School Trustees' Association

#205, 9940 - 106 Street

Edmonton AB T5K 2N2

Phone: 780/484-6209 Fax: 780/484-6248

admin@acsta.ab.ca

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Southland Transportation

2017 - 2018

For bus routes, bus pick points and times, please contact Southland Transportation at (403) 526-4655 or visit www.southland.ca/medicinehat for more information.

If you have questions about eligibility or school boundaries, please contact the Catholic School Board Office at (403) 502-8351.





STUDENT CONDUCT ON SCHOOL BUSES

Medicine Hat Catholic Board of Education

Our goal is to ensure the safety of our students, and in partnership with our transportation provider, we are providing you with the general rules for school bus conduct. We want to work together to create a positive school bus experience for our students.

PRIOR TO GETTING ON THE SCHOOL BUS (on the road and at school)

- Be on time at your designated bus stop.
- Stay off the road at all times while waiting for the bus. Students must conduct themselves in a safe manner while waiting and must not interfere with other students who are also at the bus stop.
- Wait until the bus comes to a complete stop before attempting to enter.
- Students should wear clothing that is appropriate for the outside weather. If a breakdown or collision occurs the bus may have to be evacuated, regardless of the outside temperature.

WHILE ON THE SCHOOL BUS

- The bus driver is in full charge of the school bus at all times and students must obey the driver promptly.
- The bus driver may assign a seat for which the student will be held responsible and he/she will retain this seat until directed otherwise by the bus driver.
- Unnecessary conversation with the bus driver is not allowed.
- Classroom conduct is to be observed on the school bus and any disturbance which may take the bus driver's attention and endanger the safe operation of the bus is prohibited.
- There is to be no smoking or the use of alcohol or drugs on any school bus.
- Students must not litter the bus with paper or other garbage or throw any articles out of the school bus windows.
- Students must not extend any part of their body out of the windows.
- Students must remain seated while the school bus is in motion.

LEAVING THE SCHOOL BUS

- Students are responsible for getting off the bus at their designated stop.
- When leaving the bus, students must remain on the sidewalk until the bus has moved safely away.
- The driver will not discharge passengers at places other than a designated bus stop.

SCHOOL BUS DRIVER RESPONSIBILITIES

- School bus drivers are responsible for the discipline of passengers while entering, leaving and riding on the bus.
- School bus drivers may recommend to the principal that a passenger be suspended from riding the bus for a specified period of time for breaking any of the busing rules.

PARENTS ON BUSES

- Parents/Guardians are not allowed on regular school bus runs. Harassing the driver or other bussed students is a serious offence which may be reported to the City Police.

SPECIAL TRIPS (Extracurricular & Field Trips)

- The same rules apply to all school trips and all passengers on such trips.
- Passengers on special trips shall additionally respect the wishes and directions of school appointed chaperones provided for the bus.

Students violating these rules may be reported to the school principal and may be suspended from riding the bus until assurance is received from parents and the student that these rules will be observed.

F.A.Q.'s (Frequently Asked Questions)

Eligibility & Attendance Zones

Q. Does my child qualify for school bus transportation?

A. Visit Medicine Hat Catholic Board of Education's website www.mhcbe.ab.ca (choose Bus icon) - Eligibility tab.

Q. What is my child's school attendance boundary?

A. Visit Medicine Hat Catholic Board of Education's website www.mhcbe.ab.ca (choose Bus icon) - School Attendance Zones tab.

Q. Does my child have to attend the school nearest our residence?

A. For the most part Medicine Hat Catholic Board of Education has an open boundary policy which means you can apply to any school in the system as long as there is room available at that school. However, transportation will not be provided if you choose to send your child to another school which falls outside of the attendance zone in which you reside.

Q. Are there exceptions to the rule of attending outside your attendance zone?

A. Yes. Students from all School District, regardless of designated school boundary, may attend the following programs. Transportation will be provided for eligible students.

- École St. Thomas d'Aquin - French Immersion (Kindergarten to Grade 6)
- St. Mary's School - French Immersion (Grades 7 to 9) & Fine Arts (Grades 7 to 9)
- Notre Dame Academy - Sports Academy (Grades 6 to 9)

Q. Does Medicine Hat Transit Charter Bus Service provide transportation for students attending Notre Dame Academy?

A. Yes. Service is provided to students living in **South Ridge, Saamis Heights, Vista Heights and Hamptons**. Please contact the board office (403) 502-8351 for information regarding eligibility.

Q. We are moving ... will transportation still be provided?

A. When a student no longer resides in the attendance zone for the school they are currently attending, the parent must provide transportation to school of choice. This will apply only within city limits and only if there is a seat on the bus after all other students entitled to transportation have been accommodated.

Q. I have chosen a caregiver outside of my child's school attendance zone. Will transportation be available from my caregiver location?

A. No. Students are only eligible for transportation from place of residence to school. (See School Act 273).

Q. Custody of student is shared by parents in two separate locations. Is transportation provided to both residences?

A. No. Medicine Hat Catholic Board of Education will transport a student to school from one place of residence (see School Act Section 273). Eligible residence will be determined by address school submits to Alberta Education.

Q. Are pre-school children eligible for transportation?

A. No. Pre-school children must be transported to and from school by a parent or guardian.

School Bus Information

Q. What are Southland hours of operation?

A. Emergencies - Contact Southland dispatch 403-526-4655 - 6:00 a.m. to 6:00 p.m.

After hours call (403) 878-4719.

Routes, pick up points and times - Refer to Southland website - www.southland.ca - or direct questions to the School Bus Dispatch at (403) 526-4655.

Eligibility - Contact the board office (403) 502-8351 between 8:00 a.m. to 4:00 p.m.

Q. How long does it take for transportation arrangements to come into effect?

A. If a route change is required to accommodate your child, it typically will take up to 5 business days once information is received. Routes are prepared prior to the start of the school year. Because route arrangements have already been completed, altering routes requires time.

Q. Who is responsible for my child?

A. It is the parents' responsibility for their child's safety and conduct while walking to, from and waiting at a designated bus stop. The School District's responsibility begins when the student boards the bus in the morning and is retained until the child leaves the bus at the end of the day, or until released to the parent/guardian.

Q. The bus drives right past my house. Why can't it stop at my house?

A. Higher frequency of stops will delay the bus making it difficult to meet bell times and overall student ride time will be longer.

Q. I cannot see the bus stop from my house.

A. The School District provides transportation for several hundred students to and from school each day. We are not able to position bus stops so that all parents are able to see the stop from their home.

Q. Can my pick up or drop time be changed earlier/later so I can get to work?

A. No. The Carrier cannot adjust pick up or drop times to suit parent's needs as bus routes are interactive and a single change for one student can impact the timing for dozens of other students.

Q. Can I request that the bus driver change my pick up time, pick up point or route?

A. No. Drivers are employees of the transportation carrier and not the Board. The carrier is under contract with the Board and as such both the carrier and driver must comply with the board's policies and terms of the contract. All requests should be made through the transportation carrier and not the individual drivers.

Q. *Why is my child's bus late?*

A. Weather, traffic, driver absenteeism, maintenance difficulties and unforeseen incidents are responsible for delays in arrival of school buses. Please know that our transportation provider endeavours to have all buses running on schedule each and every day. In the event your bus does not arrive as scheduled, you may contact Southland transportation at 403-526-4655. Please allow 10-20 minutes from pick up/drop off time before calling.

Q. *Why can't you call when you know the bus will be late?*

A. There may be as many as 50 students on each bus. It would be impossible to contact everyone in such a short time frame. Also, many parents are not home or are waiting at the bus stop with their child.

Q. *Why are there only a few students on some buses and my child's bus is crowded?*

A. Distance from school, number of buses and drivers, and grouping of students and neighborhoods are all factors that are considered. It is not possible to have an equal number of students on every bus run.

Q. *If students are misbehaving on the bus and mistreating my child, who should I contact?*

A. The school bus is an extension of the school and as such the school principal is responsible for the discipline of students. It is expected that the students follow not only specific bus rules but those rules and regulations that the principal has established at the school.

Q. *May the School District suspend busing services for a child?*

A. Yes. Transportation is a privilege, not a right. The principal has the right and responsibility to withdraw transportation privileges to maintain a safe riding environment for other students on the bus.

Q. *Can the school bus driver suspend my child from riding the bus?*

A. No. A driver may recommend to the principal that a passenger be suspended from riding the bus for a specified period of time for breaking any of the busing rules.

Q. *Who is responsible for resolving discipline problems that occur on the bus?*

A. The bus driver may attempt to correct inappropriate behavior. If not resolved, it will require the intervention of a school principal.

Q. *Who is driving my child to school?*

A. The School District contracts out our bus services to a local transportation carrier that recruits and trains drivers. All drivers are required to have safety and first aid training and require a criminal background and child welfare check before they get behind the wheel of the school bus with children on board.

Q. *I would like to talk to my child's bus driver about a problem on the bus. How do I go about this? Couldn't I just meet the driver at the bus stop location?*

A. Please do not approach the bus driver at the bus stop. Security and safety of our driver and student passengers are of greatest concern at bus stops. You may contact Southland Transportation directly regarding any concern you have regarding problems on the bus.

Q. Can a parent or guardian board or ride a school bus?

A. Parents and guardians are not allowed on regular school bus runs. Harassing the driver or other bussed student is a serious offence which may be reported to the City of Medicine Hat Police.

Q. When would I expect bus service to be cancelled?

A. In the unlikely event transportation needs to be cancelled due to weather conditions, announcements will be made through the local radio station.

Q. What happens if a school bus is involved in an accident?

A. If your child's bus is involved in an accident, the driver will immediately radio the dispatcher with vital information. The dispatcher will notify the appropriate emergency personnel to respond. The school will be notified and an appropriate school representative may be asked to go to the scene depending on how serious the situation may be. If your child needs to be transported anywhere for any reason by emergency medical technicians, we will notify you or your emergency contact as soon as possible. If your child is not injured, you will not be notified and your child will be transported to the school or home as appropriate as soon as a release is given by local law enforcement.

Q. Why can't my child eat on the bus?

A. Children cannot eat on the bus because it is a shared environment and due to the potential for severe allergic reactions of other students.

Q. My child is having a birthday party after school and I would like for his/her friends to ride the bus home with he/she. We can do that, right?

A. No. Students must ride on their assigned bus only. This procedure ensures consistency and a regular schedule for students and bus drivers and provides safety to students so that they do not inadvertently board a school bus or leave a school bus at a different bus stop.

Q. Can my child be dropped off at a different stop or travel on a different bus?

A. No. Students must ride on their assigned bus only. This procedure ensures consistency and a regular schedule for students and bus drivers and provides safety to students so that they do not inadvertently board a school bus or leave a school bus at a different bus stop.

**TRANSPORTATION FOR
NOTRE DAME ACADEMY
STUDENTS LIVING IN
SOUTH RIDGE, SAMMIS HEIGHTS,
VISTA HEIGHTS & HAMPTONS**

2017 - 2018

Medicine Hat Transit Charter Services will provide transportation for students attending Notre Dame Academy who reside in the areas of South Ridge, Saamis Heights, Vista Heights and Hamptons. The Medicine Hat Transit Charter bus will do a loop around these areas - one run before school and one run after school. Bus passes, issued only through Notre Dame Academy, will be distributed to all eligible students at no charge. The charter bus is designated only for NDA students - there will be no general public riders.

Eligibility & General Information

- Grade 6 NDA students living more than 1.2 km from the school - no charge.
- Grade 7 to 9 NDA students living more than 2.4 km from the school - no charge.
- Bus passes will be reserved and can be picked up at the end of each month at Notre Dame Academy for all eligible students.
- Only bus passes issued through Notre Dame Academy will be valid.
- All Grade 6 to 9 students who are not eligible for a 'paid pass' may purchase the remaining bus passes on a 'first come first serve' basis ('per ride' payment is not permitted) at a cost of \$38.50 per month (cheques made payable to MHCBE - please note cash payments will not be accepted).
- Visit www.mhcbe.ab.ca (transportation tab) for bus route map, pick up points and times.



For information regarding eligibility, please call the
Catholic School Board office at (403) 502-8351.

DRAFT**JOINT USE AGREEMENT**

This agreement made this ____ day of _____, 20__

BETWEEN

CITY OF MEDICINE HAT
(hereinafter called the "City")

OF THE FIRST PART

-and-

MEDICINE HAT DISTRICT 76 NO. 76
(hereinafter called the "District 76")

OF THE SECOND PART

-and-

MEDICINE HAT CATHOLIC BOARD OF EDUCATION
(hereinafter called the "Catholic School Board")

OF THE THIRD PART

-and-

MHC
(hereinafter called the "MHC")

OF THE FOURTH PART

WHEREAS it is desirable for the City to plan, develop, construct, operate and maintain park and recreational land and facilities in the City;

WHEREAS it is the responsibility of each of the District 76, Catholic Board and MHC to develop and deliver educational programs to their students and provide the necessary facilities and sites for such programs;

WHEREAS the Parties support the principle of sharing the cost of publicly funded activities to maximize the benefit of public and education institution facility access to students and citizens of the city of Medicine Hat;

WHEREAS the Parties entered into a Joint Use Agreement on April 20, 1999 ("**1999 JUA**") whereby the City and Educational Institutions agreed to allow the joint use of certain facilities;

WHEREAS the 1999 JUA requires updating;

WHEREAS the City and the Educational Institutions wish to reaffirm their commitment to the principles of the shared use of facilities operated by the City and Educational Institutions by entering into this updated Joint Use Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual promises hereinafter contained, the Parties agree to the following:

1. DEFINITIONS

- 1.1 **"1999 JUA"** means the Joint Use Agreement entered into on April 20, 1999 among the City of Medicine Hat, the Medicine Hat School District No. 76, the Medicine Hat Separate Regional Division No. 20, and the Board of Governors of MHC whereby the parties agreed to allow the joint use of certain facilities;
- 1.2 **"Catholic Board Facilities"** shall have the meaning set out in Schedule "A-3"
- 1.3 **"City Facilities"** shall have the meaning set out in Schedule "A-1"
- 1.4 **"City's Operational Requirements"** includes regularly scheduled activities, classes and courses, special City events, and regular and unplanned maintenance;
- 1.5 **"Community User Group"** means a group approved by the City:
- (a) that engages in a not for profit activity;
 - (b) whose activities are recreational, cultural, or educational in nature;
 - (c) whose activities meet the strategic priorities and values of the shared user agreement partners;
 - (d) that has provided the required insurance to the City, naming the City and the appropriate Educational Institution as Additional Insureds;
 - (e) whose membership roster has been provided to the City;
 - (f) whose membership should consist of 75% (SEVENTY FIVE PER CENT) residents of Medicine Hat;
 - (g) whose bookings will generally involve a minimum of 12 (TWELVE) participants; and,
 - (h) whose application has been approved in accordance with section 2 of this Agreement.
- 1.6 **"Educational Institutions"** means any two or more of the District 76, Catholic Board and MHC, and **"Educational Institution"** means any one of the Educational Institutions;
- 1.7 **"Educational Institution Facilities" and "Educational Facilities"** means the facilities of any one of the District 76, Catholic Board or MHC Facilities, and **"Educational Institutions' Facilities"** means any two or more of them;
- 1.8 **"Educational Institution's Operational Requirements"** means an Educational Institution's requirements:
- (a) to provide instruction to students during School Hours;
 - (b) to allow for school events, extra-curricular and school related activities;
 - (c) to perform regular and unplanned maintenance; and,
 - (d) at times when the facilities are not available for use; including Saturdays, Sundays and Statutory holidays.

- 1.9 **"Facilities"** means collectively, City Facilities, District 76 Facilities, Catholic Board Facilities and MHC Facilities;
- 1.10 **"Joint Use Committee"** or **"JUC"** shall have the meaning set out in section 10;
- 1.11 **"Joint Use Operating Committee"** or **"JUOC"** shall have the meaning set out in section 11;
- 1.12 **"JUA"** means this Joint Use Agreement;
- 1.13 **"MHC Facilities"** shall have the meaning set out in Schedule "A-4"
- 1.14 **"Party"** means any one of the City, District 76, Catholic Board, or MHC; and **"Parties"** means any two or more of them;
- 1.15 **"District 76 Facilities"** shall have the meaning set out in Schedule "A-2"
- 1.16 **"School Hours"** means normally between 8:00 to 6:30 PM, Monday through Friday; excluding summer months (July - August).

2. COMMUNITY USER GROUPS

- 2.1 Only a Community User Group shall be allowed to book and use Educational Institutions' Facilities pursuant to this JUA.

A group may submit an annual application to the City to be considered a Community User Group in accordance with this section, and in compliance with Schedule C, Criteria for User Group, attached hereto.

- 2.2 The City shall be responsible for reviewing application forms and approving groups as Community User Groups. In reviewing and approving applications, the City shall ensure that the criteria set out in the definition of "Community User Group" in subsections 1.5 (a), (b), (c), (d), and (e) and are met, and that subsections 1.5 (f) and (g) are considered, and met where possible.
- 2.3 The application form and criteria to become a Community User Group, and the insurance coverage required of Community User Groups shall be reviewed and revised by the JUOC as required.

3. USE OF EDUCATIONAL INSTITUTIONS' FACILITIES

- 3.1 The use of Educational Institutions' Facilities will generally be allowed outside of the Educational Institutions' Operational Requirements, provided that the use of an Educational Institution's Facilities by a Community User Group does not negatively affect the Operational Requirements of the Educational Institution. An Educational Institution's use of its own Educational Institution Facilities will have priority over the use of Community User Groups.
- 3.2 Community User Groups shall be charged fees that reflect a reasonable return on incremental costs incurred by the Educational Institutions, and shall be collected by the City and held in accordance with section 6:

- (a) The fees charged , as is outlined in Schedule B, to Community User Groups for use of Facilities identified in Schedules A-1, A-2, A-3 and A-4, attached, shall be set by Joint Use Committee (JUC) and shall be updated by the Joint Use Committee from time to time, following annual review, to reflect changes in use, in Facilities identified by Schedules, and in fees to apply;
- (b) Subject to the requirements of Section 10.3(c), below, and at least annually, the JUC shall make decisions based on JUOC recommendations, and the JUC shall make fee recommendations to the City and the Educational Institutions involved in accordance with the annual budget process of the City and the Educational Institutions involved, and approved in conjunction with the City's and the Educational Institutions' budget planning cycle, and
- (c) The process of annual review and any adjustment of fees, and of information regarding use and incremental costs of such use of Facilities shall be conducted in accordance with the principle that fees to be charged are intended to match the projected incremental maintenance and other costs associated with use of Facilities by community user groups under this Agreement.

4. EDUCATIONAL INSTITUTIONS' ACCESS TO CITY FACILITIES

4.1 Subject to the City's Operational Requirements, Educational Institutions will be allowed to use City Facilities during School Hours and will not be charged a fee for such use, except that:

- (a) GST shall be charged; and,
- (b) there will be a charge for supplemental services, including, but not limited to additional staff, program instructors, and special equipment.

If an Educational Institution desires any supplemental services, the Educational Institution shall request same from the City a reasonable amount of time prior to its use of the City Facilities. The City will confirm the cost of such supplemental services, and accommodate such requests if it is able to do so, acting reasonably. Payment for such supplemental services shall be made by the responsible Educational Institution.

4.2 Outside of School Hours, Educational Institutions will be charged a fee for the use or rental of City Facilities in accordance with the City of Medicine Hat regular fee structure.

5. USE OF FACILITIES

5.1 Community User Groups and Educational Institutions shall use the Facilities in accordance with all applicable laws, regulations, bylaws and other regulatory requirements.

6. ADMINISTRATION OF FACILITIES BOOKINGS

6.1 The City shall be responsible for Community User Group bookings of Educational Institutions' Facilities, and shall collect fees for such bookings on behalf of the Educational Institutions, which

fees are not owned by the City, but in a separate bank account for parties to this Agreement, to be disbursed by the City annually by formula, as provided in section 6.5, below.

- 6.2 When booking Community User Groups into an Educational Institution's Facilities, the City shall have regard to the list of allowable or suitable activities and the list of prohibited uses, if such lists of uses have been provided by each Educational Institution for its Educational Institution Facilities, and contained in Schedule "A" herein.
- 6.3 An Educational Institution shall not book or reserve its Educational Institution Facilities for a Community User Group, another Educational Institution, or any other group or person, if such booking or reservation falls outside of the Educational Institution's Operational Requirements.
- 6.4 If an Educational Institution does book or reserve its Educational Institution Facilities contrary to section 6.3, and such booking or reservation conflicts with a booking made by the City, the booking made by the City shall take priority, and the Educational Institution shall be responsible for any liabilities or costs associated with cancelling the booking or reservation the Educational Facility has made.
- 6.5 The City shall track Joint Use Facilities bookings and the revenue generated. Revenues collected by the City for Joint Use Facilities bookings and held in trust as provided in section 6.1, above, shall be disbursed as follows:
- (a) 10% (TEN PER CENT) of all revenues shall be retained by the City to offset the administrative costs of screening Community User Group applications, booking Facilities, tracking revenues generated by Facilities bookings, and other related administrative tasks;
 - (b) the remaining 90% (NINETY PER CENT) of revenues shall be shared by the Educational Institutions based on the amount of revenue the Educational Institution's Facilities have generated in proportion to the total revenue all Educational Institutions' Facilities have generated.

7. GROUNDS/OPEN SPACE MANAGEMENT

- 7.1 Each Educational Institution will be responsible for the maintenance of its respective:

Educational Institution Facilities including grounds, athletic fields, and playgrounds and School-front grounds, sidewalks, and parking areas.

Maintenance standards will be set by each respective Party.

- 7.2 Each Educational Institution will be solely responsible for the cost of maintenance and the costs of Capital and non-recurring items with Educational Institutions with respect to Educational Institution Facilities, grounds including athletic fields, and playgrounds, and school-front grounds, sidewalks and parking areas as well as the Educational Institutions' associated space with the Educational Institution Facilities.

8. CONTROL OF FACILITIES

- 8.1 Notwithstanding any other provision of this Agreement, each Party shall continue to control, operate and maintain its respective facilities.

9. NO FETTERING OF DISCRETION

- 9.1 It is understood and agreed that nothing contained in this JUA will be interpreted or deemed or operate to fetter the discretion of the City, its municipal Council, commissions, committees, boards, officers, officials or employees in relation to this JUA or the principles, terms or conditions herein.
- 9.2 It is understood and agreed that nothing contained in this JUA will be interpreted or deemed or operate to fetter the discretion of the Educational Institutions, commissions, committees, boards, officers, officials or employees in relation to this JUA or the principles, terms or conditions herein.

10. JOINT USE COMMITTEE

- 10.1 A committee is hereby established consisting of:
- (a) one (1) or two (2) member(s) appointed by each of the respective Parties.
(hereinafter called the "Joint Use Committee").
- 10.2 It is acknowledged and agreed that the Joint Use Committee may from time to time invite resource personnel as it deems advisable for the purpose of obtaining necessary information and advice.
- 10.3 The Joint Use Committee shall be responsible to the City and the Educational Institutions for carrying out the following duties:
- (a) oversee Joint Use Operating Committee (JUOC) operations;
- (b) make final decisions on recommendations from the JUOC; and
- (c) meet on an annual basis at minimum; when required to make decisions based on JUOC recommendations; and/or at the call of any two (2) or more respective partners.
- 10.4 All amendments to this agreement must be unanimously approved by the Parties' representatives.

11. JOINT USE OPERATING COMMITTEE

- 11.1 A committee is hereby established consisting of:
- (b) one (1) or two (2) member(s) appointed by each of the respective Parties.
(hereinafter called the "Joint Use Operating Committee").

- 11.2 It is acknowledged and agreed that the Joint Use Committee may from time to time invite resource personnel as it deems advisable for the purpose of obtaining necessary information and advice.
- 11.3 The Joint Use Operating Committee shall be responsible to the City and the Educational Institutions for carrying out the following duties from time to time during the course of the Agreement :
- (a) Implement the terms of this JUA and coordinating all matters related thereto;
 - (b) recommend changes as required with respect to the use of Facilities under this JUA; and,
 - (c) make recommendations regarding maintenance of jointly used Facilities.
- 11.4 All recommendations thereto must be approved by the Joint Use Committee.

12. INDEMNIFICATION

- 12.1 Each Party shall indemnify, defend and hold the other Parties harmless from and against any and all costs and expenses (including legal costs), claims, damages, liabilities, actions, causes of action and losses including any and all loss of or damage to property and any and all injuries and loss of life, which in each case arise out of or are caused by, any breach of this Agreement or any unlawful act or any negligent act or negligent omission, by such indemnifying Party in connection with this Agreement. Notwithstanding the foregoing, no Party shall be required to indemnify the other Parties to the extent any such damage or losses arise out of or are caused by a breach of this Agreement or any unlawful act or any negligent act or negligent omission by such other Party or any third party. This section shall survive the termination of this Agreement for a period of three years.

13. INSURANCE

- 13.1 Each Party shall at all times during the Term of this Agreement place and maintain with an insurer licensed in Alberta Comprehensive General Liability Insurance covering claims for personal injury, death or property damage occurring in or about the facilities owned by each such Party to which this Agreement applies and covering claims for which such Party is in law responsible to a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive per occurrence, and insuring or including:
- (a) Non-owned automobile insurance (including contractual liability);
 - (b) Participants Liability;
 - (c) Personal injury;
 - (d) Blanket contractual liabilities (including liabilities assumed under this Agreement);
 - (e) Cross Liability;
 - (f) Each other Party to this Agreement as an Additional Insured;
 - (g) Underground property damage;

- (h) Incidental medical malpractice;
- (i) Volunteers as additional insureds; and,
- (j) Products and completed operations

- 13.2 Each Party shall also maintain Standard Automobile Policy Owners Form (SPF1) Insurance covering all automobiles owned or leased by such Party with a limit of liability applying to Third Party Liability of not less than \$2,000,000.00.
- 13.3 The insurance coverage set out in sections 13.1 and 13.2 shall be primary and non-contributing to any insurance coverage the Party carries. The foregoing policies shall contain a clause prohibiting cancellation or reduction of coverage or limits without 30 days prior written notice being provided to the Party. Each Party with primary insurance coverage on any facility to which this Agreement applies shall, in the event of any event of claim of insurable loss, take the lead on handling the claim and pay the deductible related to the reporting, investigating, making, processing and settlement of each such claim.
- 13.4 The Parties to this Agreement may, at their absolute discretion review and revise the foregoing insurance provisions during the term and, upon unanimous request by the Parties, any or all Parties shall provide additional insurance or increased limits of liability for the Parties insurance if this is deemed necessary. If requested by any Party, the Parties will provide an explanation for any additional insurance requirement.

14. SANCTIONS

14.1 Party Conduct Invoking a Sanction

If a Party (the "Offending Party") is conducting itself in such a manner that the other Parties to this agreement (the "Concerned Parties") unanimously agree is both intentional and in violation of the spirit of this agreement, the Concerned Parties shall provide the Offending Party with written notice of the offensive conduct. The Offending Party shall have 14 days from the date of the notice to both respond and remedy the offensive conduct to the satisfaction of the Concerned Parties. If the Offending Party fails to both respond and remedy the offensive conduct within 14 days, or such additional period of time as is reasonably required to remedy the offensive conduct, the Concerned Parties may invoke sanctions upon the Offending Party.

14.2 Sanctions Available

Sanctions available to the Parties of this agreement include the following:

- (a) Suspension of the Offending Party from access to the Concerned Parties' facilities.
- (b) Termination of the Offending Party from this agreement.

14.3 Sanction Application

The decision to sanction or not to sanction rests with the majority of the Concerned Parties.

15. TERMINATION

15.1 For Cause

If a Party (the "Terminating Party") wishes to cease involvement in the JUA, the Terminating Party shall give 90 days written notice of their intention to terminate ("Notice of Intent") to other Parties (the "Remaining Parties"). Such Notice of Intent must include the Terminating Party's reasons for the wishing to terminate the JUA. During the 90 day period following the

Notice of Intent, the Terminating Party shall, in good faith, meet with the Remaining Parties and provide the Remaining Parties a reasonable opportunity to address and resolve the concerns of the Terminating Party. If, after this 90 days has expired, the concerns of the Terminating Party have not been addressed and resolved to the satisfaction of the Terminating Party and the Terminating Party still wishes to terminate the JUA, the Terminating Party may terminate the JUA by giving a further 90 days' written notice to the other Parties.

15.2 Without Cause

If a Party wishes to terminate the JUA without cause, the Party wishing to terminate the JUA shall give the other Parties 1 (ONE) years' written notice of termination.

16. NOTICE

16.1 Any notice, demand, request or other instrument required or permitted to be given under this JUA shall be sufficiently given if in writing and if delivered in person, by courier, email, or mailed in the Province of Alberta by registered mail, addressed to:

- (a) City of Medicine Hat
580 1st Street SE
Medicine Hat, AB T1A 8E6
Attn: General Manager of Parks & Recreation
Email: parks@medicinehat.ca
Phone: (403) 529-8333
- (b) Medicine Hat School Public District No. 76
601 1st Ave SW
Medicine Hat, AB T1A 4Y7
Attn: Jerry Labossiere, Secretary Treasurer
Email: jerry.labossiere@sd76.ab.ca
Ph: (403) 528-6726
- (c) Medicine Hat Catholic Board of Education
1251 1st Avenue SW
Medicine Hat, AB T1A 8B4
Attn: Greg MacPherson, Secretary Treasurer
Email: greg.macpherson.ab.ca
Ph: (403) 502-8360
- (d) Medicine Hat College
299 College Drive
Medicine Hat, AB T1A 3Y6
Attn: Wayne Resch, Vice-President, Administration & Finance
Email: wresch@mhc.ab.ca
Ph: (403) 504-3529

or such other mailing or email address as any Party may from time to time notify the other Parties of in accordance with this section.

Any demand, notice or communication made or given by personal delivery, email or by courier shall be deemed to have been given on the day of actual delivery thereof or, if given by regular mail, on the fifth Business Day following the deposit thereof in the mail.

For the purposes of this Agreement the term "Business Day" means any day, other than a Saturday, Sunday or statutory holiday, on which City Hall, located at 580 1st Street SE, Medicine Hat, Alberta, is open to the public.

17. GENERAL

17.1 Recitals and Schedules

The recitals and schedules attached hereto are incorporated and form part of this Agreement.

The JUA shall not be amended, except by written agreement executed by the Parties.

Changes and/or modifications to the schedules may be made from time to time by the JUC when necessary. However, final authority is assigned to the owner of the facility where applicable. No other amendments to the JUA shall be made except by written agreement executed by the Parties.

17.2 Waiver

The failure of any Party to enforce at any time any of the provisions or terms of this JUA shall in no way be considered to be a waiver of such provisions, nor shall it be deemed a waiver of any subsequent breach of the same or of any other provision. No waiver by a Party is effective unless it is in writing and signed by the Party.

17.3 Entire Agreement

This JUA constitutes the whole and entire agreement between the Parties relating to the subject matter of this JUA, and cancels or supersedes any prior agreements (including but not limited to the 1999 JUA), undertakings, declarations, commitments and representations, whether written or oral in respect thereof.

17.4 Severability

If any provision of this JUA, or the application thereof, shall be invalid or unenforceable at law to any extent, it shall be deemed severed or to be severable from the remainder of this JUA, and the remainder of this JUA and the application thereof to the Parties shall not be affected thereby and shall be enforceable in accordance with their terms to the extent permitted by law.

17.5 Governing Law

In all respects, this JUA shall be interpreted and governed in accordance with the laws of the Province of Alberta. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Alberta.

17.6 Binding

All of the provisions of this JUA shall inure to the benefit of and are binding upon the Parties hereto and their respective successors and permitted assigns.

17.7 Headings

The headings herein are inserted for convenience only and shall not be construed to limit, or state the priority of any provision in this JUA.

18. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA)

18.1 This Agreement and any records or personal information in relation to this Agreement are subject to the Freedom of Information and Protection of Privacy Act (Alberta).

19. EFFECTIVE DATE

19.1 This JUA is effective as of September 30, 2017.

20. REPRESENTATION AND WARRANTY OF THE PARTIES

20.1 Each Party represents and warrants the following:

- (a) that the execution of this JUA and performance of the Party's obligations under this JUA have been duly authorized by all necessary Council or board action, and does not and will not violate any provision of any applicable law, or any provision of the Party's constating documents; and,
- (b) This JUA has been properly executed by the Party, and is a valid and binding obligation of the Party

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES SET OUT BELOW.

CITY OF MEDICINE HAT

on this ____ day of _____, 20____.

MAYOR – Keith E. (Ted) Clugston_____
CITY CLERK – Angela Cruickshank**MEDICINE HAT COLLEGE**

on this ____ day of _____, 20____.

Per: Dr. Denise Henning
Title: President/ CEO_____
Per: Mr. Wayne Resch
Title: Vice-President, Administration & Finance**MEDICINE HAT CATHOLIC BOARD OF EDUCATION**

on this ____ day of _____, 20____.

Per: Mr. Richard Mastel
Title: Board Chair_____
Per: Mr. Greg MacPherson
Title: Secretary Treasurer**MEDICINE HAT PUBLIC SCHOOL DISTRICT NO. 76**

on this ____ day of _____, 20____.

Per: Mr. Rick Massini
Title: Board Chair_____
Per: Mr. Jerry Labossiere
Title: Secretary Treasurer

LIST OF SCHEDULES FACILITIES

1. SCHEDULE "A"

1.1 Schedule "A" consists of:

- (a) Schedule A-1 City Facilities;
- (b) Schedule A-2 District 76 Facilities;
- (c) Schedule A-3 Catholic Board Facilities; and,
- (d) Schedule A-4 MHC Facilities.

1.2 Each schedule of Facilities: may contain a list of:

- (a) allowable or suitable activities for each facility; or,
- (b) prohibited activities for a facility; or
- (c) both (a) and (b) above

2. SCHEDULE "B"

2.1 Consists of:

- (a) Educational Facilities Fee Schedule

3. SCHEDULE "C"

3.1 Consists of:

- (a) Criteria for User Group

4. GYMNASIUM RATINGS

4.1 The sizes and suitability of gymnasiums listed as Facilities can generally be described using the following rating system:

- (a) "AA" gyms – large gymnasiums (500 square metres or more) with bleachers or other seating areas, and suitable for large events such as tournaments;
- (b) "A" gyms – large gymnasiums (500 square metres or more), and suitable for adult and team competitive use;
- (c) "B" gyms – smaller gymnasiums (400-500 square metres);
- (d) "C" gyms – small gymnasiums, (350-400 square metres); and,
- (e) "D" gyms – small gymnasiums, (less than 350 square metres).

5. FIELD RATINGS

5.1 The classification of playing fields and ball diamonds can generally be described using the following categorization:

- (a) "AA" playing fields and ball diamonds – Adult, youth regulation sized with artificial turf, lights, score clock, above average spectator seating;
- (b) "A" playing fields and ball diamonds – Adult, youth and/or regulation sized and turf that is maintained to a class A sport field standard;
- (c) "B" playing fields and ball diamonds - Adult, youth and/or regulation sized and turf that is maintained to a class B park standard; and,
- (d) "C" playing fields and ball diamonds – Youth size and turf that is maintained to a class C park standard.

(The remainder of this page is left intentionally blank.)

SCHEDULE A-1**CITY FACILITIES**

The following City facilities are available for use under this JUA and are collectively known as "City Facilities:"

Fields

Name:	Classification:	Comments/Suitable for:
Family Leisure Centre--Methanex Bowl	AA	Regulation size field with artificial turf & lights - Suitable for soccer, rugby & football
Family Leisure Centre—NE Soccer	A	4 slow pitch diamonds, 3 soccer fields, washrooms and concession
Family Leisure Centre—NW Soccer		
Family Leisure Centre—SW Soccer		
Gillwell North Soccer	C	
Gillwell South Soccer		
Ross Glen Town Centre Soccer	B	Concession, washrooms, playground, and waterpark
South Ridge Park Soccer	B	
Family Leisure Centre – Canadian Fertilizer SE	A	Slow pitch Diamonds
Family Leisure Centre – Cancarb SW		
Family Leisure Centre – Knights of Columbus NE		
Family Leisure Centre – Lion's club NW		
Moose Community Ball Complex	A	4 regulation-sized diamonds with slow pitch, 2 diamonds with lights, washrooms, power

Arenas:

Name:	Size:	Comments/Suitable for:
Family Leisure Centre Arena	200' X 100' Seating for 350	Speed Skating, Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Hockey Hounds	185' X 85 Seating for 250	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Kinplex	Kin I (185' X 85') - Seating for 1,000 Kin II (185' X 85') - Seating for 150	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey

Moose	185' X 85' Seating for 350	Hockey, Figure Skating, Public , Broomball, Ringette, Sledge Hockey
Medicine Hat Arena	200' x 85' Seating for 4,006	Hockey, Figure Skating, Public , Broomball, Ringette

Tennis Courts:

Name:	Size:	Comments/Suitable for:
Lions Park	2 courts	
Osborne Park	2 courts	
Crestwood	5 courts	2 courts need to be booked through the MH Tennis Club.
South Ridge Community Park	2 courts	
Lions Park	2 courts	

Pools:

Name:	Size:	Comments/Suitable for:
Family Leisure Centre	N/A	Indoor
Crestwood		Indoor
Heights		Outdoor
Heald		Outdoor
Hill		Outdoor
Strathcona		Outdoor
Echo Dale Swim Lake		Outdoor

Beach Volleyball Courts:

Name:	Size:	Comments/Suitable for:
Kin Coulee	N/A	Sand
Echo Dale		Sand

Fieldhouse:

Name:	Size:	Comments/Suitable for:
Fieldhouse	Regulation size	One large field with the capacity to split into 3 turf fields – soccer, football, rugby, indoor tennis, baseball – all netting and goal posts supplied – washrooms

SCHEDULE A-2**DISTRICT 76 FACILITIES**

The following District 76 facilities are available for use under this JUA and are collectively known as "District 76 Facilities":

Gymnasiums:

Located at	Category	Size:
Alexandra Middle School	B	471 m ²
Connaught School	D	334 m ²
Crestwood School	B	446 m ²
George Davison School	B	460 m ²
Herald School	D	218 m ²
River Heights School	C	439 m ²
Ross Glen School	B	421 m ²
Southview School	B	447 m ²
Vincent Massey School	C	440 m ²
Webster Niblock School	C	440 m ²

Fields:

Name	Category	Comments/Suitable for:
Alexandra Middle School	C	Minor soccer
Connaught SE	C	Minor soccer
Connaught SW	C	Minor soccer
Crescent Heights High School - Main	A	Senior soccer
Crescent Heights High School - Oval	A	Senior soccer
Crescent Heights High School - Rotary Track Complex	A	Track
Crescent Heights High School – NE	C	Not full field anymore – one set of posts removed due to construction of outdoor basketball court.
Crestwood	C	Minor soccer
George Davison East	C	Minor soccer
River Heights	C	Minor soccer
Riverside	C	Minor soccer
Ross Glen #2 East Soccer	C	Minor soccer
Southview	B	Minor soccer
Vincent Massey	C	Minor soccer

Webster Niblock	C	Minor soccer
Wilson Learning Centre NE	A	Soccer/Football

Multi-purpose Rooms:

Name	Size	Comments/Suitable for:
Alexandra MP Room	274 m ²	

Ball Diamonds

Name	Category	Comments
Crescent Heights North	B	Minor ball – shale infield
Crescent Heights South	B	Minor ball – shale infield
Crestwood NE	B	Softball – shale infield
Elm Street NW	C	T-ball
George Davison West	C	T-ball; minor ball
Herald NW	C	Softball; minor ball – shale infield
Herald SE	C	Softball; minor ball – shale infield
River Heights SW	C	T-ball – backstop, grass infield
Ross Glen N	C	Minor ball diamond – shale infield
Ross Glen S	C	Minor ball diamond – shale infield
Southview NW	C	T-ball – backstop, grass infield
Vincent Massey Middle	C	Minor ball – shale infield
Vincent Massey SW	C	Minor ball – shale infield
Vincent Massey NW	C	Softball – shale infield
Webster Niblock NE	C	Shale infield
Webster Niblock NW	C	Shale infield

Tennis Courts (City maintained)

Name	Comments
Crestwood	5 courts
Herald	2 courts
Ross Glen	2 courts
Southview	2 courts

The following activities are not permitted in District 76 gymnasiums:

- Floor hockey, roller sports involving rollerblades, skateboards, etc. (i.e. Roller Derby)

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SCHEDULE A-3**CATHOLIC BOARD FACILITIES**

The following Catholic Board facilities are available for use under this JUA and are collectively known as "Catholic Board Facilities":

Gymnasiums:

Located at	Category	Comments/Suitable for:
Monsignor McCoy High School (Sep-Oct & Apr-Jun)	A	782.9 m ² South Gym
Monsignor McCoy High School Auxiliary	D	252.9 m ²
Mother Teresa School	C	398 m ² Pulastic Floor (non-wood)
St. Francis Xavier School	D	260 m ²
St. Louis School	D	261 m ² Pulastic Floor (non-wood)
St. Mary's Junior High School	AA	557 m ²
St. Michael's School	D	224 m ²
St. Patrick's School	C	383 m ²
St. Thomas Aquinas School	D	207 m ²

Fields:

Name	Size	Comments/Suitable for:
Monsignor McCoy High School	A	Senior Soccer / Football
Notre Dame Academy	A	Senior Soccer
St. Mary's Junior High School	C	Tiny Tot Soccer
St. Michael's School	C	Minor Soccer
St. Patrick's School	C	Tiny Tot Soccer
St. Thomas Aquinas School	C	Minor Soccer
Mother Teresa	C	Tiny Tot Soccer
St. Francis	C	Tiny Tot Soccer

Ball Diamonds

Name	Location	Comments
Monsignor McCoy NE	A	Baseball
Mother Teresa East	C	Softball
Mother Teresa Middle	C	Softball
Mother Teresa West	C	Softball
Notre Dame	A	Baseball
St. Francis	C	Softball
St. Mary's SE	C	Softball-poor shape
St. Mary's SW	C	Softball-poor shape
St. Mary's NE	C	Softball
St. Mary's NW	C	Softball
St. Michael's NW	C	Softball
St. Michael's NE	C	Softball
St. Patrick's School North	C	T-ball
St. Patrick's School South	C	Backstop only

St. Thomas School NW	C	Softball
St. Thomas School SW	C	Softball
St. Thomas School NE	C	T-ball

Tennis Courts (City maintained)

Name	Comments	
Monsignor McCoy	2 courts	

The following activities are not permitted in the MHCBE gymnasiums:

- Floor hockey, roller sports involving rollerblades, skateboards, etc. (i.e. Roller Derby)

(The remainder of this page is left intentionally blank.)

SCHEDULE A-4**MHC FACILITIES**

The following MHC facilities are available for use under this JUA and are collectively known as "MHC Facilities":

Fields (Spring/Summer)

Name	Size	Comments/Suitable for:
MHC North #1	A	U-12 Soccer
MHC North #2	A	U-12 Soccer

Fields (Fall)

Name	Size	Comments/Suitable for:
MHC Field	A	Meets standards for international play

Tennis Courts

Name	Comments	
MHC College	4 courts	Tennis

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SCHEDULE B**EDUCATIONAL FACILITIES FEE SCHEDULE**

The following is the transition plan to move from an annual to a reasonable hourly fee:

GYMNASIUMS:**Adult Groups**

Gym Category	Sep 1, 2018	Sep 1, 2019	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
AA	\$25.00	\$31.25	\$37.50	\$43.75	\$50.00
A	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
B	\$15.00	\$18.75	\$22.50	\$26.25	\$30.00
C	\$12.50	\$15.50	\$18.50	\$21.50	\$25.00
D	\$10.00	\$12.50	\$15.00	\$18.50	\$20.00

Youth Groups

GYM Category	Sep 1, 2018	Sep 1, 2019	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
AA	\$12.50	\$15.50	\$18.50	\$21.50	\$25.00
A	\$10.00	\$12.50	\$15.00	\$17.50	\$20.00
B	\$7.50	\$9.25	\$11.00	\$12.75	\$15.00
C	\$6.25	\$7.75	\$9.25	\$10.50	\$12.50
D	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00

PLAYING FIELDS & BALL DIAMONDS:**Adult Groups**

Field Category	Jan 1, 2018	Jan1, 2019	Jan1, 2020	Jan1, 2021	Jan1, 2022
A	\$15.00	\$18.75	\$22.50	\$26.25	\$30.00
B	\$10.00	\$12.50	\$15.00	\$18.50	\$20.00
C	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00

Youth Groups

Field Category	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
A	\$7.50	\$9.25	\$11.00	\$12.75	\$15.00
B	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00
C	\$2.50	\$3.00	\$3.75	\$4.50	\$ 5.00

MHC Tennis Courts

Category	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
Youth	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00
Adult	\$10.00	\$12.50	\$15.00	\$18.50	\$20.00

The above represents a recommended transition period. The schedule will be amended from time-to-time by the Joint Use Committee (in accordance with 16.1).

SCHEDULE C
CRITERIA FOR USER GROUP

The following has been accepted by the Joint Use Committee as criteria of a User Group for Joint Use Facilities:

1. A City or School approved or operated program/group;
2. Not-for-profit activity;
3. Has activities that are recreational, cultural or educational in nature;
4. Has insurance naming the City and the Board on whose land they are conducting their activities; and,
5. Falls in line with strategic priorities and values of shared user agreement partners.

And:

Generally has a minimum of 75% City of Medicine Hat residents.

Generally has a minimum of 12 participants per booking.

Provides a current membership roster to the Scheduling Coordinator

(The remainder of this page is left intentionally blank.)

This agreement (this "Agreement") dated for reference this 8th day of June, 2017.

BETWEEN

City of Medicine Hat, a municipal corporation in the Province of Alberta

("City")

AND

Medicine Hat Public School District No. 76

("District 76")

AND

The Medicine Hat Catholic Board of Education

("Catholic Board")

AND

Medicine Hat College

("MHC")

BACKGROUND

- A. In 1982, the Parties agreed to jointly use certain facilities owned by the respective Parties. The agreement was amended in 1999.
- B. In 2014, the Parties began the process of revising and modernizing the agreement and on September , 2017, the Parties established the most recent version of the Joint Use Agreement (the "JUA"), thereby reaffirming their commitment to the principles of the shared use of facilities owned by the respective Parties.
- C. Pursuant to the JUA, Community User Groups are allowed to book and use Educational Institutions' Facilities in exchange for a fee ("User Fees").
- D. Certain Educational Institution athletic fields, as more particularly defined in Schedule "A" (the "Playfields"), are slowly deteriorating due to the high demand of user groups.
- E. Each Educational Institution is solely responsible for the cost of maintenance, Capital and non-recurring items with respect to their respective Educational Institution Facility, including the Playfields.

- F. The revenue generated through User Fees covers the costs incurred by the Educational Institutions in relation to the use of Educational Institution Facilities, including the Playfields, under the JUA.
- G. Use of the Playfields by Community User Groups increases the wear and tear on the Playfields over and above what would normally be incurred by Educational Institutions' Operational Requirements alone.
- H. Periodic rehabilitation of the Playfields, as more particularly described in the Playfield Manual (the "Manual") attached at Schedule "B", as may be amended from time to time upon written agreement of the Parties ("Playfield Rehabilitation") is required to keep the Playfields in a good state of repair.
- I. In addition to Playfield Rehabilitation, first-class stewardship of the Playfields, as more particularly described in the Manual, as may be amended from time to time upon written agreement of the Parties ("Playfield Stewardship") is necessary to keep the Playfields in a good state of repair and reduce the frequency that Playfield Rehabilitation is necessary.
- J. The Parties wish to create a long term strategy for Playfield Stewardship and Rehabilitation in relation to the Playfields and have agreed to the Manual.
- K. The Educational Institutions want the City to assist in paying for Playfield Rehabilitation of the Playfields and the City wants to assist in paying for the rehabilitation of the Playfields because City residents benefit from the JUA and broader community access to the Playfields.

AGREEMENT

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY EACH OF THE PARTIES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Capitalization

- 1.1. Capitalized terms used in this Agreement will have the meanings ascribed to them in the JUA unless otherwise defined in this Agreement.

2. Term and Renewal

- 2.1. The term of this Agreement will commence on October 1, 2017 (the "Start Date") and end on December 31, 2020 (the "Term") unless terminated earlier pursuant to this Article 8.4 of this Agreement.

3. Playfield Stewardship

- 3.1. Each Party shall maintain the Playfields it owns to the Playfield Stewardship standards established in the Manual.

4. Priority List

- 4.1. The Playfields will be considered for Playfield Remediation on a cost share basis as between the City and the Educational Institution(s) that own the Playfield ("Cost Share"), on a priority basis as established at Schedule "B" of the Manual, as may be amended from time to time (the "Priority List").
- 4.2. The Priority List may not be modified, amended, altered or supplemented except by the written agreement of all Parties.

5. Cost Share Playfield Selection

- 5.1. Based on the Priority List, the City, at its absolute discretion, shall select up to two Playfields for Cost Share ("Selected Field") per the City's financial year, which runs from January 1 to December 31 of the same year ("Financial Year").
- 5.2. Total funding provided by the City for all Selected Fields in a given Financial Year will not exceed \$20,000.00, unless otherwise agreed to by the City at its sole and absolute discretion.
- 5.3. The City shall assign a maximum funding allotment for each Selected Field (the "Maximum Allotment").

6. Cost Share Playfield Rehabilitation

- 6.1. No later than February 1st of the Financial Year that a Playfield has been selected for Cost Share pursuant to sections 5, the Educational Institution(s) that owns the Selected Field shall:
 - 6.1.1. submit to the City for approval, at its sole and absolute discretion, a plan for the Playfield Remediation of the Selected Field in accordance with the Manual ("Field Plan"). The Field Plan submitted will include at least the following elements:
 - 6.1.1.1. insurance coverage with a Certificate of Insurance in a form satisfactory to the City
 - 6.1.2. remediate the Selected Field in accordance with the approved Field Plan and in the Financial Year for which it was selected;
 - 6.1.3. invoice the City and provide appropriate receipts for the Playfield Remediation undertaken in accordance with the approved Field Plan.
- 6.2. The City shall reimburse Educational Institutions up to the Maximum Allotment for expenses necessarily incurred in the Playfield Remediation of Selected Fields in accordance with the approved Field Plan, provided that such expenses have been approved in advance by the City and appropriate backup documentation verifying the expenses is submitted to the City along with the invoice for payment.

6.3. The City shall pay all approved invoices within 30 days of receipt of said invoices.

7. Approval of the Agreement And Agreement Funding

7.1. This Agreement is expressly subject to and conditional upon the approval of the City's Municipal Council at a public meeting of the general terms and conditions of this Agreement, at Council's absolute discretion.

7.2. Any monies, funding or participation by or from the City pursuant to this Agreement is expressly subject to and conditional upon annual budgetary approval of the same by City Council.

8. Amendments

8.1. The Parties acknowledge and agree that the Provincial Government of Alberta is in the process of reviewing and amending the *Municipal Government Act* (Alberta). If an amendment(s) is proposed that may impact this Agreement (the "MGA Amendment"), the Parties shall meet at the earliest possible opportunity and no later than three weeks prior to the earliest proposed effective date of the MGA Amendment, to identify the impact of the MGA Amendment, if any, on the Agreement. If the Parties determine that the MGA Amendment impacts this Agreement in such a way that requires an amendment to this Agreement, the Parties shall negotiate in good faith to amend this Agreement as required. If the Parties are unable to agree upon such amendments prior to the effective date of the MGA Amendment, this Agreement will be terminated as of the earliest effective date of the MGA Amendment.

8.2. Subject to section 8.1 above, if any of the provisions of this Agreement, or any portions thereof, are held to be invalid under any applicable law, the invalid part or provision will be replaced with a provision which accomplishes, to the fullest extent possible, the original purpose of such part or provision in a valid manner, and the balance of this Agreement will remain in full force and effect.

8.3. Notwithstanding sections 8.1 and 8.2 above, this Agreement may not be modified, amended, altered or supplemented except by a written agreement executed by all Parties.

8.4. The City may terminate this Agreement upon 90 days written notice to the other Parties. If the City terminates this Agreement pursuant to this provision the City shall not be liable for any further payments under this Agreement and shall have no further liabilities and/or obligations in connection with this Agreement or the activities contemplated by this Agreement.

9. Liability

9.1. IN NO EVENT SHALL THE CITY BE LIABLE UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL,

CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY ANY EDUCATIONAL INSTITUTION OR OTHERS, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification

10.1. Each Educational Institution shall indemnify, defend, and hold harmless the City, its officers, servants, employees, agents, contractors, sub-contractors and elected officials from and against any and all claims, damages, actions, cause of action, suits, judgments, costs (including solicitor and client costs) and expenses whatsoever suffered, brought against or incurred by them as a direct or indirect result of:

10.1.1. The performance or non-performance of any covenant, condition or term of this Agreement by the Education Institution, its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons;

10.1.2. Any damage to any property whatsoever occasioned by or in connection with the Educational Institution's Playfield Stewardship or Playfield Remediation or by reason of any matter or thing done, permitted or omitted to be done by the Educational Institution, its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons;

10.1.3. Any injury to any person or persons, including death occasioned by or in connection with the Educational Institution's Playfield Stewardship or Playfield Remediation or by reason of any matter or thing done, permitted or omitted to be done by the Educational Institution, its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons;

10.1.4. Any damage to property belonging to the Educational Institution, or its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons, or any injury to or death of any officer, employee, servant, agent, contractor, sub-contractor, volunteer, invitees, student or patron of the Educational Institution occasioned by or in connection with the Educational Institution's Playfield Stewardship or Playfield Remediation or by reason of any matter or thing done, permitted or omitted to be done by the Educational Institution, its officers, servants, employees, agents, contractors, sub-contractors, volunteers, invitees, students or patrons

save and except to the extent only that such claims, damages, actions, causes of action, suits, judgments, costs (including solicitor and client costs) and expenses arising from the negligent acts or omissions or willful misconduct of the City, its officers, servants, employees, agents, contractors or sub-contractors. This indemnity provision will survive the expiry or earlier termination of this Agreement.

11. Force Majeure

- 11.1. No Party shall be responsible for any failure to perform its obligations under this Agreement due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, shortages or delays of transportation, facilities, fuel, energy, supplies, labour or materials. In the event of any such delay, the delayed Party may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

12. General

- 12.1. The headings used in this Agreement are for reference purposes only and are not to be considered or taken into account in construing, and not to be deemed to in any way qualify, modify or explain the effects of, the terms of the Agreement.
- 12.2. This Agreement does not create, and shall not be construed as creating, a joint venture, partnership or employment relationship between the Parties.
- 12.3. The Parties acknowledge that this Agreement and any documents submitted to the City are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta).
- 12.4. This Agreement, including the attached Schedules, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 12.5. This Agreement will be governed by the laws of Alberta. The Parties hereby attorn to the exclusive jurisdiction of the Courts of Alberta (and all courts competent to hear appeals from the Courts of Alberta) to hear any and all actions or matters arising out of or related to this Agreement.
- 12.6. This Agreement may be executed in any number of counterparts and delivered by facsimile transmission or other means of electronic communication capable of producing a printed copy, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.
- 12.7. This Agreement, and any other documents and instruments given pursuant to this Agreement will ensure to the benefit of and be binding upon the parties and the respective heirs, executors, administrators, successors, and permitted assigns, as the case may be.
- 12.8. No Party shall, by mere lapse of time, without giving written notice thereof, be deemed to have waived any breach by any other Party of any terms or provisions of this Agreement; and the waiver by a Party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES SET OUT BELOW.

The City has executed this Agreement on
the ____ of ____, 2017
CITY OF MEDICINE HAT
PER

Mayor: Keith E. (Ted) Clugston

City Clerk: Angela Cruickshank

Catholic Board has executed this Agreement
on the ____ of ____, 2017
**THE MEDICINE HAT CATHOLIC BOARD OF
EDUCATION**
PER

Mr. Richard Mastel, Board Chair

Mr. Greg MacPherson, Secretary Treasurer

District 76 has executed this Agreement on the
____ of ____, 2017
**MEDICINE HAT PUBLIC SCHOOL DISTRICT
NO. 76**
PER

Mr. Rick Massini, Board Chair

Mr. Jerry Labossiere, Secretary Treasurer

MHC has executed this Agreement on the ____,
of ____, 2017
MEDICINE HAT COLLEGE
PER

Dr. Denise Henning, President/CEO

Mr. Wayne Resch, Vice-President,
Administration & Finance

SCHEDULE A – PLAYFIELDS

Crescent Heights High School Main (CHHS Main)
Crescent Heights High School Oval (CHHS Oval)
Monsignor McCoy High School (McCoy)
Family Leisure Centre NW (FLC NW)
Family Leisure Centre NE (FLC NE)
Family Leisure Centre South (FLC S)
Medicine Hat College (MHC) – soccer field
Medicine Hat High School (MHHS)
South Ridge Community Park (SRCP)
Southview School (SS)
Ross Glen Town Centre (RGTC)
Notre Dame Academy (NDA)
Roy Wilson Learning Centre (RWLC)

SCHEDULE B - PLAYFIELD MANUAL

**Playfield
Manual**

June 1

2017

City of Medicine
Hat Parks and
Recreation
Department

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Updated: June 2017

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Playfield Manual

Updated: June 2017

Terms and Definitions:

Parks Bylaw #2527	All sport fields are governed by the applicable City and Parks bylaws
Joint Use Agreement (JUA)	Refers to the hours of use and groups that are considered part of the Joint Use Agreement; all applicable joint use agreement points shall be consistent with the City of Medicine Hat Playfield maintenance document
Playfield Maintenance	Level of maintenance provided for each class of playfield (CSD, PSD, City, College)
Booking	All facility bookings shall be made with the Facilities Coordinator at the Family Leisure Centre to obtain availability and necessary permits
Special Circumstances and Arrangements	There may be circumstances where user groups have specific contracts or agreements regarding maintenance and use; and this document may not apply (i.e. Medicine Hat Mavericks)
Classification of Playfields*	For the purpose of this document all classifications of playfields are based size, use, fees, amenities and level of maintenance required
Hours of Use	The recommended number of hours each playfield shall have per season; soil type is a key indicator of permitted hours of use

*FIELD RATINGS (As per JUA)

The classification of playing fields and ball diamonds can generally be described using the following categorization:

- (a) "AA" playing fields and ball diamonds – Adult, youth regulation sized with artificial turf, lights, score clock, above average spectator seating;
- (b) "A" playing fields and ball diamonds – Adult, youth and/or regulation sized and turf that is maintained to a class A sport field standard;
- (c) "B" playing fields and ball diamonds - Adult, youth and/or regulation sized and turf that is maintained to a class B park standard; and,
- (d) "C" playing fields and ball diamonds – Youth size and turf that is maintained to a class C park standard.

Note: It should be noted that there is currently no **standardized park** maintenance program; however there are watering, mowing and other types of standards for each park within their own classification rating

This document is intended to reclassify **the playfields** based on consistent maintenance standards, size, use, hours, and amenities between landowners. It is also a document that assists in informing the users as well; in terms of what can be expected.

Rectangular Playfield General Maintenance Standards¹

Turf grass is judged by its playability, density, ability to withstand pests and diseases, and its uniformity of growth and colour. Every area is a unique product of the grass type, the soil, horticultural practices, and the integrated pest management practices. Success or failure is largely dependent upon our ability to respond to environmental conditions and demand.

The following horticultural practices are central in growing healthy turf. Every year these practices are executed and re-evaluated to ensure they provide the best possible quality turf.

1. **Aerifying** (Verti-Drain and core aeration) corrects soil compaction from increased use and traffic and improvement to the health of the turf.
2. **Dethatching** / Verticutting is done to decrease thatch build up. Heavy thatch layers prevent water infiltration, can deter root growth, and increase potential for disease
3. **Fertilizing** is done after determining the nutrient requirements of the turf, which depends on the type, soil, drainage, and intensity of use.
4. **Irrigation** is *one of the most important parts* of growing good turf. Proper watering helps develop deep roots and stronger turf. Depending on the amount of natural rainfall and soil types determines the amount of water required on all playfields;
5. **Weed Control** is best done by growing good turf through best Horticultural practices. Herbicides are used only when needed.
6. **Pest Control** is the responsibility of the landowner. For safety reason all pests should be controlled at all time within reason. This includes backfilling of holes created by any pest.
7. **Over seeding** helps restore normal turf conditions after damage and improvement to the health of the turf
8. **Top Dressing** helps with alleviate compaction and improve air, water, and nutrient movement when applied after aeration. In doing so it also decreases thatch material
9. **Mowing** Maintained a height of cut compatible with the growth characteristics of a given turf grass and weather factors (drought / wind / increased temperatures) From beginning of May to the end of September)

Snow Removal

- The only snow removal that is done on any athletic field is at the Methenex Bowl during football season late in the year. This cost is currently absorbed with user fees however will be reviewed on an annual basis.
- No team shall play, remove or attempt to remove snow from any sport field as irreversible damage may occur if attempted.

¹ See Schedule A for standards for each classification of playfield

Playfield Manual

Updated: June 2017

Ball Play Field Maintenance Standards

- Currently collecting data and under review will be included in 2018

The remaining page is intended to be blank

Playfield Manual

Updated: June 2017

Lights

- There is an additional charge for lights; please see fee & charges Schedule E for any fields with lights
- Light charges will be applied for the time they are needed "on" until the time they are physically shut "off" (review in 2017)
- If the user does not turn off lights, the user will be charged for the hours the lights were left in the "on position"
- There is a standard 2.0 hour minimum charge for using lights

Line Marking

- Currently not a core service offering by landowners
- Crushed dolomite or latex may be used to mark playfields
- Marking fields with lime, herbicide, or heat is prohibited
- Marking fields is the responsibility of the user groups

Field Attendants

- Currently not a core service offering by landowners

Portable Washroom Facilities

- Currently under review (2017) regarding placement, costs, demand, need etc.

Sheds and Storage Facilities

- Currently under review (2017) regarding placement, demand, utilization and fees

Playfield Rehabilitation Program²

- Fields can be taken out of service to be rejuvenated at any one time, citywide. The rehabilitation period can last up to 120 days (4 months)
- This allows turf rejuvenation for the maximum portion of the rest period
- Horticultural activities may include topdressing, over-seeding, aerating, fertilizing and initial watering which are the foundations of the rehabilitation program.
- This format allows us to plan and schedule maintenance months in advance of the field coming out of service. It would also allow field users/customers ample notice to plan ahead and not impact their season scheduling
- This 'rest' formula also assists in spreading use over a greater number of large fields because a greater number of fields would be rested.
- This program is above our ongoing turf maintenance programs. After a period of rejuvenation, the difference in turf quality is evident, however must be maintained as such and a clear designation of responsibilities to each party must be mutually agreed to.
- Advance notice (before January) of each year is provided to user groups and landowners to ensure alternate arrangements can be made

² See Schedule B for the 7 year planned playfield rehabilitation program

Inclement Weather Guidelines

These guidelines include all City and School sites:

Living in Alberta means that even in the warmer months there may be some unpleasant weather. Because of the extremely short playing season, re-scheduling can be difficult and the landowner will attempt to permit community groups to play whenever the weather allows. In order to keep your fields safe, open, and meet the standard for high quality fields, the landowners have set guidelines for inclement weather for user groups playing on wet fields.

Experience has shown that most of the turf damage to field(s) occurs with field overuse or use during inclement weather, especially in early spring and late fall (snow). Periods of wet weather, prolonged rain or heavy downpours combined with field use will cause irreparable damage to the turf. In late fall this includes snowfall and removal of snow for football games and/or practices (excludes Methanex)

Since the landowners want all players and community groups to enjoy their playing experience, it is expected that user groups cancel games and practices on days where the weather is extremely poor and player safety or facility standards could be compromised. With that said, user groups cancel games or practices on days that have light rainfall, or lower temperatures. If you cancel due to weather please be sure to call facility coordinator to avoid being charged for time you did not use.

The daily weather call is a complex process, in which the Parks and Recreation Department considers the following factors:

- Hourly forecast and temperature for that day / evening.
- Previous, current and projected rainfall / precipitation (Radar maps and data)
- Field conditions in all quadrants of the city (i.e standing water, soil wet or spongy, ground muddy, soil clumps to shoes etc.)
- Drainage Capabilities of the field / site (sand versus clay)
- Time of the year and the cumulative amount of stress on the field (June vs August)
- Is the field *safe* to play on?
- What kind and how much damage could occur if the fields were to remain open for the event?
- Previous rain-outs and closures and league status for that day of the week.
 - i.e. Must play games

Playfield Manual

Updated: June 2017

Inclement Weather Guidelines (continued)

- 1) It is the user group's responsibility to learn the status of games/field conditions between 8am – 4pm; User groups are then responsible to contact coaches, captains and players regarding status of play.
- 2) If the weather takes a turn at or during game-time, all user groups should use their best ***user discretion*** when it comes to starting or finishing their game, coaches/captains are never forced to compromise their team's safety.

**User discretion empowers the user to make a common sense decision on whether or not to cancel an event on their field. We ask that if there is any standing water on the field or sports play will cause turf damage, postpone and re-schedule your event. If damage occurs as a result of a user decision to play, the user will be held responsible for all repair costs and may also have their Booking privileges revoked. Please notify Facility Bookings at the FLC the next working day if you have cancelled to avoid charges.*

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Rectangular Playfield Maintenance Standards

Success or failure of playfield quality is largely dependent upon our ability to respond to environmental conditions and demand.

The following horticultural practices are central in growing healthy turf. Every year these practices are executed and re-evaluated to ensure they provide the best possible quality turf.

1. **Aerifying** (Verti-Drain and core aeration) corrects soil compaction from increased use and traffic and improvement to the health of the turf.
 1. **Class A – up to 2 times per season**
 2. **Class B – up to 1 time per season**
 3. **Class C – as required if needed**
2. **Dethatching / Verticutting** is done to decrease thatch build up. Heavy thatch layers prevent water infiltration, can deter root growth, and increase potential for disease.
 1. **Class A – up to 1 times per season depending thickness of thatch layer**
 2. **Class B – up to 1 times per season depending thickness of thatch layer**
 3. **Class C – as required if needed**
3. **Fertilizing** is done after determining the nutrient requirements of the turf, which depends on the type, soil, drainage, and intensity of use.
 1. **Class A – up to 2 times per season**
 2. **Class B – 1 - 2 time per season (as needed or required)**
 3. **Class C – as required if needed**
4. **Irrigation** is *one of the most important parts* of growing good turf. Proper watering helps develop deep roots and stronger turf. Depending on the amount of natural rainfall and soil types determines the amount of water required on all playfields;
 1. **Class A – 1.5" moisture per week minimum (more if no rain)**
 2. **Class B – 1.0" – 1.5" moisture per week (more if no rain)**
 3. **Class C – up to 1.0" moisture per week (more if no rain)**

5. **Weed Control** is best done by growing good turf through best Horticultural practices. Herbicides are used only when needed.
 1. **Class A** – up to 2 times per season
 2. **Class B** – up to 1 time per season
 3. **Class C** – as required if needed
6. **Pest Control** is the responsibility of the landowner. For safety reason all pests should be controlled at all time within reason. This includes backfilling of holes created by any pest.
 1. **Class A** – as required
 2. **Class B** – as required
 3. **Class C** – as required
7. **Over seeding** helps restore normal turf conditions after damage and improvement to the health of the turf
 1. **Class A** – up to 1 time per season
 2. **Class B** – as required if needed
 3. **Class C** – as required if needed
8. **Top Dressing** helps with alleviate compaction and improve air, water, and nutrient movement when applied after aeration. In doing so it also decreases thatch material
 1. **Class A** – As required
 2. **Class B** – As required
 3. **Class C** – As required
9. **Mowing** Maintained a height of cut compatible with the growth characteristics of a given turf grass and weather factors (drought / wind / increased temperatures) From beginning of May to the end of September)
 1. **Class A** – 2.5" up to 2 times per week
 2. **Class B** – 3.0" approximately every 7 days
 3. **Class C** – 3.0" approximately every 7 - 10 days

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Schedule B – Playfield Rehabilitation Schedule (Updated June 2017)

Year	City of Medicine Hat Playfield	Medicine Hat Catholic Board of Education Playfield	Medicine Hat School District No. 76 Playfield	Approx. Costs as budget allows
2015		McCoy (Overseed only)		As budget allows
2015		Notre Dame Academy		As budget allows
2016		McCoy		As budget allows
2017	Gilwell Park			As budget allows
2018			Crescent Heights High School Main	As budget allows
2018			Southview School	As budget allows
2019	Ross Glen Towne Centre		Crescent Heights High School Oval	As budget allows
2020	Family Leisure Centre NW and NE		Medicine Hat High School	As budget allows
2021	Family Leisure Centre South		Roy Wilson Learning Centre	As budget allows

Note 1: The following sites should be considered for some remediation over the next five years as they are fairly well used sites:

Ross Glen School, Crestwood School, Connaught School, George Davison School, St. Patrick School, St. Louis School, Central Park School, Alexandra Junior High School, River Heights School, Vincent Massey School, St. Michaels School, Riverside School, St. Mary's School, and St. Thomas School

Note 2: There is currently no rehabilitation program for any Ball diamond playfields however it should be considered for future discussions

Note 3: If the playfield is maintained at the minimum maintenance standards the longevity of each field should be at least 7 years before any major rehabilitation. If it is found that the 7 year cycle is too short or long we would defer or move up these fields in the schedule as required. The key is to maintain all fields to avoid increased pressure on other fields by taking fields out for extended periods of time.

Rectangular Play Field Utilization:

General Summary of Findings 2016:

- There are a number of fields that are under-utilized and a number of fields that are over utilized according to basic *Athletic Field Construction practices*³ soil composition
- There are fields that require further maintenance (water etc.) because of high use or soil condition; this is especially important when it comes to CLASS A fields that are highly desirable and see many adult user groups on them.
 - o (i.e. McCoy rectangular field; Roy Wilson (water / over use); Crescent Heights Oval / Main (over use); Medicine Hat High School (slight over use); Notre Dame (water); Ross Glen Towne Centre (over use)
- Determining appropriate fields for users is most desirable based on availability, size, location, and appropriateness, however not all of these desires can be met for every group
- Many of our premier Class A sport fields are maintained by the School Districts and booked through the City of Medicine Hat; generally most complaints or service requests come from adult user groups and their expectations of maintenance standards versus what the City actual maintenance standards
- Generally speaking, there are very few if any ball field maintenance issues in terms of over use; we have not captured these hours accurately in 2016 because of the 'block booking' technique used; in 2017 there are no further block bookings, all bookings will be captured on an hourly basis
- Adult user groups are looking for more time during the week and therefore desire and are pursuing lighting additions on some of the established softball fields (ie. Moose Ball Complex)

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³ Reference Document: *Athletic Field Construction Manual 2nd Edition (2012)*

Key Facts:

Rectangular Playfields 2016 Data (pages 10 & 11)

- 19 rectangular fields had less than 100 hours booked;
 - o 9 of these had 0 hours booked
 - o Of those 19 fields; 11 are maintained by one of the school districts
- 4 fields that were overused in 2016 according to the '*permitted hours*' based on soil and turf type
 - o (all school fields)
- 5 fields that were close to being overused during 2016 season (within 100 hours)
 - o (all school fields)
- Average hours booked on PSD / CSD fields was 108.5 hours per season
- Average hours booked on CMH fields was 55 hours per season
- Most overused facility is CH Main Soccer Field with at 829 hours (includes school assumed hours use);
 - o With only 550 hours permitted on this field; this field was over used by approximately 329 hours. This does not take into account consecutive days of use

Recommendations:

- 1) **Spread out booking times** on the various fields (especially the underutilized fields)
 - o FLC Soccer fields, South Ridge Community Park, other school fields)
- 2) **Certain fields should be improved** to enhance the quality and durability and therefore would be more desirable and therefore would spread groups out further.
 - o (i.e. Playfield rehabilitation program – *rest years* and improved, consistent maintenance standards to improve quality and durability and longevity)
- 3) **Allocate field hours to user groups according to:**
 - o Minimum hours needed & Number of participants in sport (demand)
 - o Developmental appropriateness; youth on lower class fields; competitive on higher class fields
 - o Continue to work with user groups in 2017 and 2018 to maximize playing times, field quality and availability
- 4) **Follow the maintenance standards** for consistency based on classification for all playfields (i.e watering, use, mowing height, etc)
- 5) **Keep track of individual hours booked for all Ball Diamonds and Tournaments** to get an accurate number of bookings per field per year.

Assumptions:

- Assumes 320 hours of school activities (4-5 months x 60-80 hours a month)
- Does *not account for type or age group* of activities on fields (ie soccer, football and rugby during school times)

Schedule D -- Playfield Utilization Table 2016

School Rectangular Playfield	Hours Permitted*	2016 Hours Booked	2016 Hours booked with assumed School Use of (320hrs)	Variance Hours (negative # = available time remaining)	Capacity % (red = over; yellow > 80%; white = within acceptable range; Green = < 30%)
Alexandra Soccer	450	61	381	-69	85%
Central Park Soccer	450	34.75	354.75	-95.25	79%
Connaught SE Soccer	700	39.75	359.75	-340.25	51%
Connaught SW Soccer	450	39.75	359.75	-90.25	80%
CH - Main Soccer	550	514	514	204	152%
CH - NE Soccer	550	140	460	-60	84%
CH - Oval Soccer (includes track)	550	830	1140	590	209%
CH - SE Soccer	700	124.5	444.5	-255.5	64%
Crestwood Jr. Soccer	ND	0	320	320	#N/A
Crestwood Soccer	ND	0	320	320	#N/A
George Davison SE Soccer	550	0	320	-230	58%
George Davison SW Soccer	550	0	320	-230	58%
McCoy Soccer*	550	201	521	-29	95%
MH Christian Soccer	550	0	320	-230	58%
MH College North #1 East*	450	ND	320	-130	71%
MH College North #2 West*	700	ND	320	-380	46%
Medicine Hat High School	550	98	418	-132	76%
Notre Dame	450	294	514	134	130%
River Heights Soccer	700	0	320	-380	46%
Riverside Soccer	550	33.5	353.5	-196.5	64%
Southview Soccer	550	45.5	365.5	-184.5	66%
St. Mary's Soccer	550	27	347	-203	63%
St. Michael's Soccer	550	0	320	-230	58%
St. Patrick's Soccer	550	0	320	-230	58%
St. Thomas Soccer	550	0	320	-230	58%
Vincent Massey Soccer	550	0	320	-230	58%
Dr. Roy Wilson	550	371.5	691.5	141.5	126%
Webster Niblock Soccer	550	0	320	-230	58%

CMH Rectangular Playfield	Hours Permitted*	2018 Hours Booked	Variance Hours (negative # = underutilized)	Capacity % (red = over; yellow > 80%; white = within acceptable range; Green = < 50%)
FLC - NE Soccer	550	132	-418	24%
FLC - NW Soccer	550	145	-405	26%
FLC - SW Soccer	550	37.5	-512.5	7%
Gillwell North Soccer	450	55	-395	12%
Gillwell South Soccer	450	63	-387	14%
Lamb Court Soccer	ND	ND	ND	ND
Megan Wahl (Community)	ND	ND	ND	ND
Ross Glen #2 East Soccer	550	35	-515	6%
Ross Glen #1 SW Soccer	550	53.75	-496.25	10%
South Ridge Community Park Soccer	450	34.5	-415.5	8%
Southlands Drive Park (13th)* Cricket and Open Space Area	ND	ND	ND	ND
College Drive* (Connaught)	Under Construction	Under Construction	Under Construction	Under Construction
Hamptons Park (Community)				

*Hours permitted is based on soil conditions and turf type which follow the key components of the Athletic Field Construction Manual 2nd Edition (2012)

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Public School**Rectangular Fields:**

Name	Category	Comments/Suitable for:
Alexandra Middle School	C	Minor soccer
Connaught SE	C	Minor soccer
Connaught SW	C	Minor soccer
Crescent Heights High School - Main	A	Senior soccer
Crescent Heights High School - Oval	A	Senior soccer
Crescent Heights High School - Rotary Track Complex	A	Track
Crescent Heights High School – NE	C	Not full field anymore – one set of posts removed due to construction of outdoor basketball court.
Crestwood	C	Minor soccer
George Davison East	C	Minor soccer
River Heights	C	Minor soccer
Riverside	C	Minor soccer
Ross Glen #2 East Soccer	C	Minor soccer
Southview	B	Minor soccer
Vincent Massey	C	Minor soccer
Webster Niblock	C	Minor soccer
Wilson Learning Centre NE	A	Soccer/Football

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**Public School
Ball Diamonds**

Name	Category	Comments
Crescent Heights North	B	Minor ball – shale infield
Crescent Heights South	B	Minor ball – shale infield
Crestwood NE	B	Softball – shale infield
Elm Street NW	C	T-ball
George Davison West	C	T-ball; minor ball
Herald NW	C	Softball; minor ball – shale infield
Herald SE	C	Softball; minor ball – shale infield
River Heights SW	C	T-ball – backstop, grass infield
Ross Glen N	C	Minor ball diamond – shale infield
Ross Glen S	C	Minor ball diamond – shale infield
Southview NW	C	T-ball – backstop, grass infield
Vincent Massey Middle	C	Minor ball – shale infield
Vincent Massey SW	C	Minor ball – shale infield
Vincent Massey NW	C	Softball – shale infield
Webster Niblock NE	C	Shale infield
Webster Niblock NW	C	Shale infield

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Catholic School Division**Rectangular Fields:**

Name	Size	Comments/Suitable for:
Monsignor McCoy High School	A	Senior Soccer / Football
Notre Dame Academy	A	Senior Soccer
St. Mary's Junior High School	C	Tiny Tot Soccer
St. Michael's School	C	Minor Soccer
St. Patrick's School	C	Tiny Tot Soccer
St. Thomas Aquinas School	C	Minor Soccer
Mother Teresa	C	Tiny Tot Soccer
St. Francis	C	Tiny Tot Soccer

Ball Diamonds

Name	Location	Comments
Monsignor McCoy NE	A	Baseball
Mother Teresa East	C	Softball
Mother Teresa Middle	C	Softball
Mother Teresa West	C	Softball
Notre Dame	A	Baseball
St. Francis	C	Softball
St. Mary's SE	C	Softball-poor shape
St. Mary's SW	C	Softball-poor shape
St. Mary's NE	C	Softball
St. Mary's NW	C	Softball
St. Michael's NW	C	Softball
St. Michael's NE	C	Softball
St. Patrick's School North	C	T-ball
St. Patrick's School South	C	Backstop only
St. Thomas School NW	C	Softball
St. Thomas School SW	C	Softball
St. Thomas School NE	C	T-ball

Tennis Courts (City maintained)

Name	Comments	
Monsignor McCoy	2 courts	

The following activities are not permitted in the MHCBE gymnasiums:

- Floor hockey, roller sports involving rollerblades, skateboards, etc. (i.e. Roller Derby)

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**City of Medicine Hat
Rectangular Fields:**

Name:	Classification:	Comments/Suitable for:
Family Leisure Centre--Methanex Bowl	AA	Regulation size field with artificial turf & lights - Suitable for soccer, rugby & football
Family Leisure Centre--NE Soccer	A	4 slow pitch diamonds, 3 soccer fields, washrooms and concession
Family Leisure Centre--NW Soccer		
Family Leisure Centre--SW Soccer		
Gillwell North Soccer	C	
Gillwell South Soccer		
Ross Glen Town Centre Soccer	B	Concession, washrooms, playground, and waterpark
South Ridge Park Soccer	B	

Ball Diamonds:

Name:	Classification:	Comments/Suitable for:
Family Leisure Centre – Canadian Fertilizer SE	A	Slow pitch Diamonds
Family Leisure Centre – Cancarb SW		
Family Leisure Centre – Knights of Columbus NE		
Family Leisure Centre – Lion's club NW		
Moose Community Ball Complex	A	4 regulation-sized diamonds with slow pitch, 2 diamonds with lights, washrooms, power

City of Medicine Hat Non Joint Use Rectangular Playfields:

Facility	Classification	Comments / Suitable
Lamb Court Soccer	NA	Currently this is park standard
Megan Wahl	NA	Currently this is park standard
Southlands Drive Park (13th)* Cricket and Open Space Area	NA	Currently this is park standard but will likely change to Class A playfield once remediation work on pitch is complete (2017)
College Drive* (Connaught)	NA	Currently this is park standard

Schedule of Fees & Charges - 2016 to 2018			
User Related Fees - Parks & Recreation- PARKS FACILITIES			
	Current		Proposed
Description of Fee	Fee	Fee	Fee
	2016	2017	2018
(GST Extra unless specified)			
RESERVABLE PARK/ER AREAS			
(Weddings, trails, bouncy tents, organized walks & runs, other)	\$39.00	\$46.00	\$55.00
KITCHEN SHELTERS			
Half Day Block (4 Hours) Minimum - am/afternoon/evening	\$47.75	\$57.00	\$68.00
MAJOR EVENTS			
Event Day	\$175.00	\$210.00	\$252.00
Set Up/Take Down Day		\$105.00	\$126.00
ECHO DALE REGIONAL PARK			
Swim Centre			
Meeting Rental- Community Affiliate (4 hours)	\$47.75	\$57.00	\$68.00
Community Affiliate- Social No alcohol	\$155.75	\$187.00	\$225.00
Private Event-	\$300.75	\$360.00	\$432.00
East Picnic Shelter - Overnight Group Use (flat rate)	\$165.75	\$198.00	\$237.00
BALL DIAMONDS - CLASS A (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
BALL DIAMONDS - CLASS B (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
RECTANGULAR SPORTS FIELD - METHANEX BOWL (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
RECTANGULAR SPORTS FIELD - CLASS A (hourly)			
Private	\$13.50	\$16.00	\$19.00

Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
RECTANGULAR SPORTS FIELD - CLASS B (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
TOURNAMENT/SPORT DAY FEES - Diamond or Field (hourly)			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
SPORTFIELD LIGHTING CHARGES (hourly)	\$37.50	\$39.00	\$41.00
TENNIS COURTS/PICKLEBALL - Club Use (hourly per court)			
Private	\$13.00	\$15.00	\$17.50
Affiliates/Community Partners	\$13.00	\$15.00	\$17.50
OTHER COURTS/PITCHES - Club Use (hourly)			
Cricket			
Private	\$13.50	\$16.00	\$19.00
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
Beach Volleyball			
Private	\$13.00	\$15.00	\$17.50
Affiliates/Community Partners	\$10.25	\$12.30	\$14.75
MISC PARK FEES			
Construction/ER Access Permits	\$151.00	\$160.00	\$165.00
Business/Mobile Concession Permits	\$82.00	\$90.00	\$95.00

As you are aware, outdoor sport fields are highly subsidized by the City. As part of the City's Financially Fit Initiative and the new framework for Fees and Charges , effective **March 1, 2017**, the following changes may impact your group and affiliates.

***This sport field lighting policy will be reviewed in 2017 in regards to start times and the methodology of determining estimated running times

***Note that there is no longer a maximum hourly limit or fee reduction for special event days i.e. if you book 13 hours for a tournament you pay an hourly rate for 13 hours

CS4L - Principles and practices for fair allocation of facilities to sport groups include⁴ :

- Allocation practices are based on "standards of play" principles in terms of the time and space required by each group.
- Allocation policies are transparent and reviewed with the groups.
- Allocation is not done by tradition, but rather on actual requirements of all groups, including the needs of emerging sports.
- Seasonal allocation meetings are held with common users groups to review their requests and try to achieve consensus on sharing available spaces and times.
- As seasons progress, groups are encouraged to be flexible in the reallocation of spaces with other groups when no longer needed, either temporarily or for longer periods.

⁴ <http://canadiansportforlife.ca/recreation-professionals/facilities-development>

Amenities	<div>Full</div> <div>Base</div>	Full Complement of Amenities Provided to User (eg. Bases and corner flags, permanent washrooms, lights, may include self-contained facility and concession)		x							
		Moderate Compliment of Amenities Provided to User (eg. Some sites have lights, change rooms and concessions, include washrooms but some may be portable or short distance walk)				x	x				
		Base Amenities Provided to User						x	x		
Alignment with LTAD Stages											
		Field Class	Community	Artificial Turf	Class A	Class B	Class B (Schools)	Class C	Class D	Class E	
		1 (Active Start)	x						x	x	
		2 (FUNdamentals)	x						x	x	
		3 (Learn to Train)				x	x	x	x		
		4 (Train to Train)			x	x	x	x			
		5 (Train to Compete)		x	x	x	x	x			
		6 (Train to Win)		x	x	x	x	x			
		7 (Active for Life)	x	x	x	x	x	x	x	x	

SCHEDULE C

CRITERIA FOR USER GROUP

The following has been accepted by the Joint Use Committee as criteria of a User Group for Joint Use Facilities:

1. A City or School approved or operated program/group
2. Not-for-profit activity; and
3. Have activities that are recreational, cultural or educational in nature; and
4. Must carry insurance naming the City and the Board on whose land they are conducting their activities; and
5. Group falls in line with strategic priorities and values of shared user agreement partners.

And:

Generally have a minimum of 75% City of Medicine Hat residents.

Generally have a minimum of 12 participants per booking.

Provide a current membership roster to the Scheduling Coordinator

School Groups who use **City Facilities** after school hours (Monday to Friday after 5:00 pm and Saturdays and Sundays and Holidays) will now be charged hourly rates as per the JU Agreement. The current Agreement indicates:

EDUCATIONAL INSTITUTIONS' ACCESS TO CITY FACILITIES

Subject to the City's Operational Requirements, Educational Institutions will be allowed to use City Facilities during School Hours. During School Hours, Educational Institutions will not be charged a fee for the use or rental of City Facilities, except that:

- (a) GST shall be charged; and,
- (b) there will be a charge for supplemental services, including, but not limited to additional staff, program instructors, and special equipment.

If an Educational Institution desires any supplemental services, the Educational Institution shall request same from the City a reasonable amount of time prior to its use of the City Facilities. The City will confirm the cost of such supplemental services, and accommodate such requests if it is able to do so, acting reasonably. Payment for such supplemental services shall be made by the responsible Educational Institution.

After School Hours, Educational Institutions will be charged a fee for the use or rental of City Facilities in accordance with the City of Medicine Hat regular fee structure.

School Groups from outside the Joint Use Agreement parties who use City Facilities after school hours (Monday to Friday after 5:00 pm and Saturdays and Sundays) will now be charged hourly rates. This will mainly impact schools and bookings from Prairie Rose School Division.

*"1999 JUA" means the Joint Use Agreement entered into on April 20, 1999 by the City of Medicine Hat, the Medicine Hat School District No. 76, the Medicine Hat Separate Regional Division No. 20, and the Board of Governors of Medicine Hat College whereby the parties agreed to allow the joint use of certain facilities; and **WHEREAS** the Parties support the principle of sharing the cost of publicly funded activities to maximize the benefit of public and education institution facility access to students and citizens of the city of Medicine Hat;*

Key Principles for School Fields under Joint Use:

- Under the joint use agreement, community user groups book school ball diamonds and rectangular fields through the Parks and Recreation Department after school hours starting at 5pm.
- There are liability issues user groups and landowners are not meeting safe facility standards and guidelines
- The City and the school boards have had discussions / concerns about community user use, wear and tear on sport fields for several years
- **The Inclement Weather Guideline** will be implemented with user groups and the schools for the 2017 season.
- The City is becoming more involved with cost sharing of maintenance of fields and capital infrastructure of sport fields on school lands;
- The JUA fees are set based on incremental costs associated with community use of school facilities. School Districts keep this revenue and is to be used for additional maintenance of school facilities

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Administrative Procedure 547 Appendix

JOINT USE AGREEMENT

SCHOOL - COLLEGE - CITY FACILITIES

THIS AGREEMENT made in sextuplicate this 20 day of April, 1999:

BETWEEN

THE CITY OF MEDICINE HAT,
a Municipal Corporation in the
Province of Alberta
(hereinafter called the "City")

OF THE FIRST PART

— and -

THE MEDICINE HAT SCHOOL DISTRICT NO.
76 (hereinafter called the "Public School District")

OF THE SECOND PART

— and -

THE MEDICINE HAT SEPARATE REGIONAL DIVISION
NO. 20 (hereinafter called the "Catholic School Division")

OF THE THIRD PART

— and -

THE BOARD OF GOVERNORS OF MEDICINE HAT
COLLEGE (hereinafter called the "College")

OF THE FOURTH PART

WHEREAS the City controls, operates and maintains park and recreational facilities for cultural and recreational purposes, and organizes and administers public recreation programs;

AND **WHEREAS** the City has in the past made certain park and recreational facilities available for use by the parties to this Agreement, provided that there is not a conflict with the operation of the City's cultural and recreational programming;



AND WHEREAS the Public School District, the Catholic School Division, and the College (hereinafter collectively referred to as the "Educational Institutions") control, operate and maintain facilities and grounds and in the past have made certain facilities and grounds available for community cultural and recreational purposes, provided that there is not a conflict with the operation of activities of the respective Educational Institutions;

AND WHEREAS it is the desire of the City and the Educational Institutions to use their respective facilities for the maximum benefit of the community;

AND WHEREAS pursuant to an Agreement dated the 10th day of September, 1982 (hereinafter called the "1982 Agreement"), the City and the Educational Institutions agreed to the allow joint use of certain respective facilities;

AND WHEREAS the City and the Educational Institutions agree to continue to allow the joint use of certain facilities on the terms and conditions set out in this Agreement;

AND WHEREAS the maximum use of lands and facilities will result in the most economical provision of School, College and City facilities for recreational and cultural programs.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree together as follows:

1. Notwithstanding any other provision of this Agreement, each party shall continue to control, operate and maintain their respective facilities.
2. (1) A committee is hereby established consisting of:
 - (a) One board member appointed by each of the respective governing boards of the Educational Institutions, and a councilor appointed by the City's municipal council or their designates;
 - (b) The Chief Executive Officer from each of the Educational Institutions and the City's Commissioner of Public Services or their designates; and
 - (c) The Secretary-Treasurer from each of the Public School District and the Catholic School Division, the Vice-President of the College, and the City's General Manager of Community Development or their designates.

(hereinafter called the "Joint Use Committee")



It is agreed and acknowledged that the Joint Use Committee may from time to time invite resource personnel as it deems advisable for the purpose of obtaining necessary information and advice.

- (2) The Joint Use Committee shall be responsible to the City and the Educational Institutions for carrying out the following duties:
 - (a) implementing the terms of this Agreement and coordinating all matters related thereto;
 - (b) recommending policies, and developing, adopting and amending regulations as required with respect to the use of grounds and facilities intended for joint use (hereinafter called the "Regulations"); and
 - (c) making recommendations regarding maintenance of jointly used facilities and grounds.
 - (3) All Regulations and amendments thereto must be approved by all members of the Joint Use Committee.
3. (1) The Educational Institutions may, at their discretion, develop, construct, operate and maintain grounds and facilities at their expense and shall make available such grounds and facilities or portions thereof to the City on school days after 6:15 p.m. and until 11:00 p.m., weekends, holidays in accordance with the Joint Use of Recreation Grounds and Facilities Regulations.
- (2) The City shall be entitled to use of facilities referred to in section 3(1) and portions thereof in the operation of its public cultural and recreational programs operated directly or through the City's Community Development Department in accordance with the Regulations.
4. (1) The City may, at its discretion, develop, construct, operate and maintain at its expense park and recreational facilities, including swimming pools, skating rinks, tennis courts, buildings and other facilities, and such facilities or portions thereof shall be made available to the Educational



Institutions on school days under such conditions as may be determined by the Joint Use Committee.

- (2) The Educational Institutions shall be entitled to use the facilities set out in section 4(1) for their respective programs in accordance with the Regulations.
5. In planning further construction, additions or renovations of grounds and facilities, the Educational Institutions agree, where reasonably practicable, to provide for maximum community use and the City may agree, by separate agreement, to pay all or a portion of the cost of those portions of new facilities or additions to existing facilities which are specifically requested by the City for its own use for cultural and recreational purposes, subject to the required approvals of the City and the Educational Institution involved.
6. The City and the Educational Institutions each agree to maintain in force Comprehensive General Liability insurance coverage in relation to their own operations.
7. Any personal injury (including death) or loss or damage to property resulting from the negligence of any party shall be borne by that party in proportion to its share of the total negligence causing the injury, loss or damage.
8. Any party may terminate this Agreement upon thirty (30) days notice in writing to the other parties.
9. This Agreement is subject to and shall be effective upon approval by governing Boards for the Educational Institutions and Municipal Council for the City. This Agreement supersedes and replaces the 1982 Agreement.



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED SEALED AND DELIVERED
in the presence of:

THE CITY OF MEDICINE HAT
APPROVED

[Signature]
Public Services Commissioner

APPROVED		APPROVED
MANAGER	<i>[Signature]</i>	20/04/99
LEGAL	<i>[Signature]</i>	21/4/99
FINANCE	<i>[Signature]</i>	21/4/99
COMMISSIONER	<i>[Signature]</i>	22/4/99

THE MEDICINE HAT SCHOOL DISTRICT
NO. 76

[Signature]
MAYOR RED CHINN
[Signature]
LARRY P. GODIN, CITY CLERK

[Signature]
CHAIRMAN

[Signature]
SECRETARY-TREASURER

THE MEDICINE HAT SEPARATE
REGIONAL DIVISION NO. 20

[Signature]
CHAIRMAN

[Signature]
SECRETARY-TREASURER

THE BOARD OF GOVERNORS OF
MEDICINE HAT COLLEGE

[Signature]
CHAIRMAN

[Signature]
PRESIDENT



JOINT USE OF RECREATION GROUNDS AND FACILITIES REGULATIONS

In accordance with the provisions of the Joint Use Agreement (the "Agreement") entered into by Medicine Hat School District No. 76, ("Public School District") Medicine Hat Separate Regional Division No. 20, ("Catholic School Division"), the Board of Governors of Medicine Hat College (the "College") (collectively referred to as the "Educational Institutions"), and the City of Medicine Hat (the "City") for the purpose of promoting maximum and economical use of the park and recreational grounds and facilities owned by the Educational Institutions and the City, the following regulations, designed to facilitate harmonious and desirable use of such grounds and facilities have been approved by the parties of the Agreement.

I. USE OF GROUNDS AND FACILITIES

A. EDUCATIONAL INSTITUTIONS GROUNDS AND CITY GROUNDS

1. Authorities for the schools within Public School District and the Catholic School Division (hereinafter collectively referred to as the "Schools") and the College shall be responsible for scheduling activities their respective grounds from 8:00 a.m. to 5:00 p.m. on school and college days
2. The City shall be responsible for scheduling activities on City grounds at all times, and on School and College grounds as follows:
 - (a) On school and college days from 5:00 p.m.
 Exceptions: Scheduled or special School or College activities shall take priority over their grounds. The School and College authorities concerned shall notify the City four (4) weeks in advance of such activities so that the grounds will be available when required by the City.
 - (b) On Saturdays and Sundays (during school terms).
 Exceptions: As under (a) above.
 - (c) During the non-school months, from July 1st to August 31st except for the College grounds which shall be available from June 1st to August 31st.
3. During the last three weeks of May of each year, School and College grounds may be used by the Schools, both during school and non-school hours for field and track activities. This use will be accommodated under "Exceptions" A.2.(a) of these regulations.



4. To facilitate maintenance of grounds, both the School and City authorities shall make available their schedule of activities to:
 - (a) the School and College grounds supervisors, and
 - (b) the City's Department of Parks and Outdoor Recreation.
5. The parties to this Agreement reserve the right to suspend the use of any grounds, due to adverse weather, that may affect the condition of such grounds, and shall notify the user group of the suspensions as soon as possible.

B. SCHOOL/COLLEGE FACILITIES

1. First priority shall be given to School and College activities.
2. All non-school and non-college activities shall be cleared through the appropriate School, College and City officials.
3. Normally all activities shall have no less than eight (8) participants and shall be under the supervision of a responsible adult.
4. All facilities shall be vacated by 11:00 p.m.
5. Food and beverages shall not be allowed in gymnasia.
6. Abuse of the grounds or facilities will result in cancellation of future activities sponsored by the organization concerned. Restitution for damages must be made by those responsible. (To be included in a User Agreement.)
7. The Educational Institutions shall provide custodial service at their expense during regular working schedules.
8. Activities carried out at times and locations other than those specified in the Joint Use Agreement or these Regulations shall be by special arrangements with the appropriate authority of the facility.

C. CITY OWNED FACILITIES

1. First priority shall be given to City programs and activities.
2. The City shall provide, at its expense, one maintenance, administrative or program staff member during school or college use of:



- (a) pools; and
- (b) ice rinks.

No staff will be provided at any City facility other than those specified in C.2 above. Payment for additional staff requirements will be the responsibility of the user group.

3. School and College activities requiring the use of City cultural and recreational facilities shall, for the times available under the terms of the Joint Use Agreement, submit a "Schedule of Use" to the appropriate City personnel by the following deadline dates:
 - (a) for swimming pools (both outdoor and indoor) - May 15th;
 - (b) for ice rinks - October 15th; and
 - (c) for tennis courts - April 15th.
4. All School and College activities in City cultural and recreational facilities must be supervised by physical education personnel or other School and College officials respectively.
5. Abuse of or damage to City facilities arising out of the activities or programs will result in the immediate suspension of use for the party responsible. Restitution for damages must be made by those responsible. (To be included in a User Agreement.)

D. JOINT USE COMMITTEE

1. The Joint Use Committee shall meet at least once/year, prior to May 31st.
2. Responsibility for hosting the annual meeting at the Joint Use Committee shall be rotated among the parties in the following order:
 - (a) 1997 - City
 - (b) 1998 - College
 - (c) 1999 - Public School District
 - (d) 2000 - Catholic School Division
 - (e) 2001 and thereafter - same order as above.
3. Prior to every annual meeting the host agency shall be responsible for calling, organizing and coordinating a meeting(s) of appropriate field staff from all partner agencies to identify issues and prepare an agenda and recommendations for the Annual Meeting.

II. FACILITIES AVAILABLE UNDER '1'HL TERMS OF THE AGREEMENT



The Educational Institutions' facilities listed below are available for use under the terms of the Joint Use Agreement and these regulations, but are subject to the following conditions:

1. The facilities shall be available if otherwise not scheduled.
2. The facilities may be reserved for Joint Use on a first come first serve basis.
3. If the respective Educational Institutions determine there is a need for additional security or if set up/cleaning cannot be accommodated within regular working schedules, additional charges may be levied with advance notice given to the user group.
4. Joint Use bookings must be made through the respective Educational Institutions' Booking Clerk.

A. MEDICINE HAT COLLEGE

Space Available for Joint Use (figures in brackets indicate capacity):

Gymnasium (525 seats)
 Cafeteria (350)
 Crowfoot Room (125)
 Unspecialized Classrooms (capacity may vary):

- Exclusions:
1. Student Housing
 2. Theatre
 3. Labs/Shops
 4. Offices
 5. Specialized Classrooms



B. MEDICINE HAT SEPARATE REGIONAL DIVISION NO. 20

The following facilities are available for use under the terms of the Joint Use Agreement and these regulations:

McCoy High School	gymnasium, grounds and change rooms
Mother Teresa School	gymnasium and grounds
St. Francis Xavier School	gymnasium and grounds
St. Louis School	gymnasium and grounds
St. Mary School	gymnasium, kitchen and grounds
St. Michael School	gymnasium and grounds
St. Patrick School	gymnasium and grounds
St. Thomas Aquinas School	gymnasium and grounds

C. MEDICINE HAT SCHOOL DISTRICT #76

The following facilities are available for use under the terms of the Joint Use Agreement and these regulations: (figures in brackets indicate capacity)

Alexandra Junior High School	(700)	gymnasium, multi-purpose room and grounds
Connaught School	(500)	gymnasium and grounds
Crescent Heights High School	(900) (630)	east gymnasium and grounds west gymnasium
Crestwood School	(600)	gymnasium, multi-purpose room and grounds
Herald School	(350)	gymnasium and grounds
Medicine Hat High School	(1,000) (1,000)	north gymnasium and grounds south gymnasium
River Heights School	(350)	gymnasium and grounds
Ross Glen School	(600)	gymnasium and grounds



Southview School	(600)	gymnasium, Muttart Hall and grounds
Vincent Massey School	(350)	gymnasium and grounds
Webster Niblock School	(350)	gymnasium and grounds
George Davison School	(600)	gymnasium and grounds
Elm Street School		grounds only
Central Park School		grounds only
Riverside School		grounds only

D. CITY OF MEDICINE HAT COMMUNITY DEVELOPMENT DEPARTMENT

The following facilities are available for use under the terms of the Joint Use Agreement and these regulations:

1. Ice Rinks (ice surface and public change facilities only)
 - Kimplex
 - Moose Recreation Centre
 - Hockey Hounds Recreation Centre
 - Arena
2. Swimming Pools
 - Heights Pool (outdoor)
 - Hill Pool (outdoor)
 - Heald Pool (outdoor)
 - Strathcona Pool (outdoor)
 - Crestwood Pool (indoor), including racquet/squash courts.
3. Tennis Courts
4. City owned Play Grounds
5. Park Area (unless otherwise restricted)
6. Cultural Centre

New culture and recreation facilities developed by the City of Medicine Hat will be given consideration for availability under the Joint Use Agreement when operational.



Policy 1

DIVISION FOUNDATIONAL STATEMENTS

Our Mission

In partnership with family, Church, and community, we provide Catholic Education of the highest quality to students.

Our Vision

A Gospel-centered community committed to:

- Learning excellence
- Christian service
- Living as Christ

Our Motto

Showing the Face of Christ to all.

Our Values

Catholic schools share a foundational belief that all children are loved by God, are individually unique and that the school has a mission to help each student to fulfill their God-given potential in all aspects of their persons: physically, academically, socially, morally and spiritually.

Medicine Hat Catholic Board of Education is committed to supporting inclusive communities that foster care and compassion of the students, families and staff with a complete offering of learning opportunities delivered within the context of Catholic teachings and tradition, and within the means of the Division District.

We believe that Catholic education is a ministry that is at the heart of the Church. In our ministry, we value and celebrate:

- Teaching and living our Catholic faith.
- Our Catholic traditions.
- Our ability to offer a full range of educational programs for all students.
- That every child is a unique creation who possesses an intrinsic dignity which must always be respected.
- Parents as primary educators. Parents have the first responsibility for the education of their children.

Our Principles of Practice

In our ministry we are called, always and everywhere, to:

- Model Christ
- Prayer
- Service
- Strive for Excellence
- Build Community
- Provide a welcoming, caring, respectful and safe learning environment for staff and students.

Our Commitment

The Catholic Church teaches that:

- a) Respect for the human person entails respect for the rights that flow from their dignity as a person.
n. 1930 Catechism of the Catholic Church
- b) Respect for the human person proceeds by way of respect for the principle that "everyone should look upon his neighbor (without any exception) as 'another self,' above all bearing in mind his life and the means necessary for living it with dignity."
n. 1931 Catechism of the Catholic Church
- c) The duty of making oneself a neighbor to others and actively serving them becomes even more urgent when it involves the disadvantaged, in whatever area this may be. "As you did it to one of the least of these my brethren, you did it to me." (Mt. 25:40)
n. 1932 Catechism of the Catholic Church
- d) With respect to the fundamental rights of the person, every type of discrimination, whether social or cultural, whether based on sex, race, colour, social condition, language or religion is to be overcome and eradicated as contrary to God's intent.
n. 1935 Catechism of the Catholic Church

Given these teachings and that which is embedded in the:

- a) Alberta Human Rights Act;
- b) School Act (Education Act);
- c) Alberta Bill of Rights;
- d) Canadian Charter of Rights and Freedoms;
- e) The Alberta Act (1905);

and guided by the teachings of the Catholic Church, the Medicine Hat Catholic Board of Education is committed to ensuring that all students and their families of our community will be provided with:

- a welcoming, caring, respectful, safe, Catholic learning environment that respects diversity and nurtures a sense of belonging;
- an inclusive community that teaches care and compassion regardless of age, race, colour, place of origin, ancestry, family status, religious beliefs, physical disability, mental disability, gender, gender identity, gender expression, sexual orientation and require that every person be treated with dignity and respect;
- spiritual, physical, academic, emotional and social development, which allows students to achieve their individual potential;
- an educational environment which fosters respectful and responsible behaviors free from discrimination, prejudice, harassment and bullying;
- meaningful and relevant learning experiences that include appropriate instructional supports and meaningful differentiation to inform programming.

Translating Ideas into Actions

We are called to model Christ

We are called to model Christ

Christ's Life and Teaching Serve as our Foundation

- We provide an education based on the teachings of Christ:
 - ◆ What would Jesus do? How did He act when faced with challenge or adversity?
 - ◆ We look for the lesson in every situation.
 - ◆ Empty yourself of your "self".
 - ◆ We make time for prayer.
- We provide a Christian environment.
 - ◆ We nurture each student in a positive, caring, and safe learning environment.
 - ◆ We work out of love not fear.
 - ◆ We are constant in our love and actions.
 - ◆ We ensure the equality of opportunity for each child and a respect for individual differences.

We are called to be Prayerful

We are called to be Prayerful

Prayer Brings us into a Better Relationship with God and Others

- It is a way of life in our Catholic faith.
 - ◆ Our Catholic faith permeates all that we do.
 - ◆ We celebrate the traditions of Church.

We are called to Service

We are called to Service

Service is an Extension of Modeling Christ

- We need to celebrate our ability to serve.
 - ◆ We find joy in service. It is in giving that we receive.
- We are faith leaders, modeling Christian values.
 - ◆ We practice Christian Leadership.
 - ◆ Actions speak louder than words.
- We encourage our students to practice Christian service.
 - ◆ We need to increase the level of awareness of the service we do already.
 - ◆ We can perform different kinds of service.

We are called to Strive for Excellence

We are called to Strive for Excellence

Excellence is the Essence of Who We Are

- It fits with our vision and mission.
- It is about reaching individual potential—being the best we can be.
 - ◆ Our schools promote spiritual, physical, academic, emotional and social development, which allows everyone to achieve their God-given potential.
- Facilitating opportunities for growth and promoting best teaching practices.
- Opportunity to live what we believe.

We are called to Build Community

We are called to Build Community

We Build on our Individual and Collective Strengths

- Building community is an extension of our Mission and our faith.
- Building community sets the stage for everything else we do.
- Our students are supported by parents, parish and community
- Our schools work together for the benefit of the community.
- Our schools welcome everyone.
- We need relationships and networks to face the challenges we have.
- Working together we can do more.
- Community shows us we need each other and that we can seek out support.
- We can build on the strengths of others.

We are called to provide a Safe & Caring Environment

We are called to Provide

A Welcoming, Caring, Respectful And Safe Learning Environment

The Board is committed to ensuring that each student and staff member has access to a welcoming, caring, respectful and safe learning environment that respects diversity and fosters a sense of belonging.

DIVISION LOGO



Logo Description- Each item in the design is doubly symbolic in order to represent both: (a) Religious and (b) Educational Functions of the Board:

Candle and Flame:

- (a) The Presence of God
- (b) Passing on the Knowledge, Enlightenment

The Book:

- (a) The Bible, the Gospels and the Word of God
- (b) the tools the students access for Knowledge and Learning

The Cross:

- (a) Christ Centered Education
- (b) The Calling of Catholic Education in our Division

Reference:

Alberta Human Rights Act
 School Act (Education Act)
 Alberta Bill of Rights
 Canadian Charter of Rights and Freedoms.
 Council of Catholic Superintendents (2015) Life Framework.
 Council of Catholic Superintendents (2016) A Resource for a Pastoral Approach to Supporting and Guiding Student in Inclusive Communities – Gender Identity and Expression
 CCSSA Commitment to Inclusive Communities
 Catechism of the Catholic Church

Legal Reference: Section 8, 13, 39, 45, 45.1, 47, 60, 61, 78, 113 School Act

First Reading December 13, 2011
 Second Reading March 13, 2012
 Third Reading March 13, 2012

First Reading March 08, 2016
 Second Reading March 08, 2016
 Third Reading March 21, 2016

[First Reading](#)
[Second Reading](#)
[Third Reading](#)

Policy 2

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ROLE OF THE BOARD

As the elected corporate body in Medicine Hat Roman Catholic Separate School District No. 21 ~~Regional Division No. 20~~, the Board is responsible for the development of policies and goals to set direction and guide the provision of education services to student's resident within the ~~Division~~ District.

Alberta legislation defines what Boards must and may do. In addition, legislation allows Boards to delegate almost all of these duties. The Board has defined its governance role as outlined below. Further, the Board must fulfill its key role of ensuring education in the ~~Division~~ District is rooted in "Showing the Face of Christ to All".

Specific Areas of Responsibility

1. Accountability to Provincial Government

- 1.1 Act in accordance with all statutory requirements to implement provincial and education standards and policies.
- 1.2 Perform Board functions required by governing legislation.
- 1.3 Subsequent to the date of a general election and before December 31 of the same year, may pass a resolution to opt in or out of the Alberta School Foundation Fund (ASFF) and advise the Minister and local municipalities forthwith.

2. Accountability to the Division's Communities

- 2.1 Make evidence based decisions which reflect the Gospel values and represent the interests of all students served.
- 2.2 Establish processes and provide opportunities for community input.
- 2.3 Develop procedures for and hear appeals as required by statutes and/or Board policy.
- 2.4 Proactively work to build community support for this Catholic education system.
- 2.5 Report at least annually the success and challenges of the Division's District's priorities, goals and desired outcomes
- 2.6 Annually approve a communications strategy.
- 2.7 Be visible in our school communities.

3. Faith Leadership

- 3.1 Make decisions which reflect Catholic values and beliefs.
- 3.2 Be visible within the Catholic faith community.
- 3.3 Participate in Division-District Faith Development Opportunities.

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3.4 Ensure that a strong Faith Development component is provided for all students and staff.

3.5 Participate in ACSTA.

4. Three-Year Education and Strategic Planning

- 4.1 Provide overall direction for the Division by establishing mission, vision, strategic priorities and key results.
- 4.2 Annually approve Three Year Education Plan process and timelines.
- 4.3 Identify Board priorities at the outset of the Annual Three Year Education Planning process.
- 4.4 Annually approve the Three Year Education Plan and AERR for submission to Alberta Education by the respective due dates.
- 4.5 Approve the Annual Education Results Report (AERR) for distribution to the public.
- 4.6 Annually approve budget (driven by the Three Year Education Plan).
- 4.7 Annually evaluate the effectiveness of the ~~Division~~ District in achieving student outcomes and other established goals and desired results.
- 4.8 Annually identify long-term strategic priorities.

5. Policy Development

- 5.1 Identify areas that require Board policy and identify the preferred future to result from policy implementation.
- 5.2 Evaluate policy impact to determine if the preferred future has been achieved.
- 5.3 Delegate authority to the Superintendent and define commensurate responsibilities.

6. Board / Superintendent Relations

- 6.1 Select the Superintendent of Schools who is the Chief Executive Officer (CEO) and Chief Education Officer of the Board.
- 6.2 Provide the Superintendent with clear corporate direction.
- 6.3 Delegate, through written Board policy, administrative authority to the Superintendent and identify responsibility subject to provisions and restrictions in the School Act.
- 6.4 Evaluate annually the Superintendent in regard to the Superintendent's job description and additional Board direction.
- 6.5 Review annually the Superintendent's compensation package.
- 6.6 Respect the authority of the Superintendent to carry out executive action and support the Superintendent actions which are exercised within the delegated discretionary powers of the position.
- 6.7 Interact with the Superintendent in an open, honest, respectful and professional manner.

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7. Political Advocacy

- 7.1 Utilize ASBA and ACSTA advocacy services.
- 7.2 Develop a yearly plan for advocacy. Consider the focus of such advocacy, key messages and advocacy mechanisms.
- 7.3 Enlist the support of local MLA's and provide a leadership role in support of our students and Catholic education initiatives.
- 7.4 Include meetings with municipal governments and neighboring educational/public service governing authorities as appropriate to achieve political ends.
- 7.5 Work with parents, community members, school council members and other elected bodies to advocate for continued improvements to the quality of Catholic education opportunities provided to the students of the Division.
- 7.6 Advocate for the maintenance and development of Catholic education in the Division and the Province.

8. Board Development

- 8.1 Review annually the Board's effectiveness.
- 8.2 Develop a yearly plan for Board development including increased knowledge of the Board's role, processes and issues to further the implementation of the Three-Year Plan.

9. Fiscal

- 9.1 Approve budget assumptions at the outset of the budget process.
- 9.2 Determine the basis for annual resource allocations.
- 9.3 Approve annually the ~~Division's~~ District's budget for submission to Alberta Education by the due date.
- 9.4 Ensure resources are allocated to achieve the goals, priorities and desired outcomes in the ~~Division's~~ District Three-Year Education Plan.
- 9.5 Approve annually the Three-Year Capital Plan and Facilities Master Plan for submission by the due date.
- 9.6 Receive Audit Report and Management Letter and ensure quality indicators in CEO Evaluation are met.
- 9.7 Receive fiscal accountability reports to ensure the fiscal management of the Division.
- 9.8 Set the mandate and ratify Memoranda of Agreement with bargaining units.
- 9.9 Appoint an Auditor and an architectural firm for the ~~Division~~ District.
- 9.10 Appoint annually signing authorities for the ~~Division~~ District.
- 9.11 Approve tenders over \$200,000.
- 9.12 Annually approve instructional/general fees for all students.

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- 9.13 Approve joint use agreements and those partnership agreements that require a financial obligation of the Board.

Selected Responsibilities

1. Setting the initial parameters and approving the annual school-year calendar;
2. Naming of educational facilities;
3. Approving the acquisition and/or disposition of land and buildings;
4. Approving school attendance boundaries;
5. Approving transportation contracts;
6. Approving locally-developed, acquired and authorized junior and senior high school complementary courses;
7. Approving alternative programs;
8. Liaising with Parish Councils within the ~~Division District~~;
9. Hearing of an appeal of a discrimination or harassment complaint.
10. Approve the Board Annual Work Plan.
11. Approve Transportation Fees. (*from Policy 11*)

Reference: Section 22, 39, 56, 60, 61, 62, 63, School Act

First Reading: MARCH 11, 2008
 Second Reading: MARCH 11, 2008
 Third Reading: APRIL 08, 2008

First Reading: December 13, 2011
 Second Reading: March 13, 2012
 Third Reading: March 13, 2012

First Reading
Second Reading
Third Reading

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BOARD OPERATIONS

The Board believes that its ability to discharge its obligations in an efficient and effective manner is dependent upon the development and implementation of a sound organization design. In order to discharge its responsibilities to the electorate of the Division, the Board shall hold meetings as often as is necessary. A quorum, which is a simple majority of the number of trustees, must be present for every duly constituted meeting. The Board has adopted policies so that the business of the Board can be conducted in an orderly and efficient manner.

The Board believes that its fundamental obligation is to build and preserve the public trust in education, generally, and in the affairs of its operations in particular. Consistent with its objective to encourage the Catholic community to contribute to the educational process, Board meetings will be open. Towards this end, the Board believes its affairs are to be conducted in public to the greatest extent possible.

The Board believes there are times when public interest is best served by private discussion of specific issues in "in-camera" sessions. The Board believes it is necessary to protect individual privacy and the Board's own position in negotiating either collective agreements or contracts and therefore expects to go in-camera for issues dealing with individual students, individual employees, land, labour, litigation or negotiation.

The Board welcomes opportunities to become familiar with the views of parents or electors through presentations at Board meetings.

1. Wards

~~Within the stipulations of Ministerial Orders 086/94 and 170/94 establishing the Medicine Hat Catholic Separate Regional Division No. 20, and subsequent Ministerial Orders 009/2007 and 039/2009 Within the stipulations of Ministerial Order 034/2017,~~ the Board has approved bylaw 2010/01-2017/01 to provide for the nomination and election of trustees within the Division by wards, and electoral subdivisions where appropriate.

- 1.1 Electoral Ward 1 shall comprise all those lands within the former Medicine Hat Roman Catholic Separate School District No. 21 and as amended from time to time:

1.1.1 ~~Four (4)~~ Five (5) trustees shall be elected at large from within the Ward.

- ~~1.2 Electoral Ward 2 shall comprise all those lands within the former Bow Island Roman Catholic Separate School District No. 82:~~

~~1.2.1 One (1) trustee shall be elected at large from within the Ward.~~

4.3 1.2 The provisions of the Local Authorities Election Act respecting the election of trustees shall apply to every election in each ward and electoral subdivision in the same manner as if it were a subdivision in a school division.

4.4 1.3 If a vacancy occurs in the membership of the Board during the three years following an election, a by-election may be held, unless this vacancy occurs in the last six months before the next election.

2. Organizational Meeting

An organizational meeting of the Board shall be held annually, and no later than four weeks following election day when there has been a general election. The Superintendent or designate will give notice of the organizational meeting to each trustee as if it were a special meeting.

Each trustee will take the oath of office immediately following the call to order of the organizational meeting after a general election. Special provisions will be made for a trustee taking office following a by-election.

As per the School Act, the Secretary Treasurer act as Chair of the meeting for the purpose of the election of the Board Chair. Upon election, the Board Chair shall preside over the remainder of the organizational meeting. The Board Chair shall be elected for a period of one year.

The organizational meeting shall, in addition include, but not be restricted to, the following:

- 2.1 Elect a vice-chair;
- 2.2 Create such standing or ad hoc committees of the Board as are deemed appropriate, and appoint members;
- 2.3 Appoint Board representatives to the various Boards or committees of organizations or agencies where the Board has regular representation, as appropriate;
- 2.4 Establish a schedule (date, time and place) for regular meetings, and any additional required meetings;
- 2.5 Review Board member conflict of interest stipulations and determine any disclosure of information requirements; and
- 2.6 Other organizational items as required.

Trustees will volunteer for committee and representative assignments.

3. Regular Meetings

3.1 Regular Board meetings will be held once every month as a general rule. There will be no meeting in July or August. The schedule of meetings will be set at the Board's annual organizational meeting or the first regularly scheduled meeting.

3.1.1 Notwithstanding the schedule noted above, the Board may, by resolution, alter the schedule in such manner as it deems appropriate.

3.2 All trustees shall notify the Board Chair or the Superintendent if they are unable to attend a Board meeting.

- 3.3 All trustees who are absent from three consecutive regular meetings shall:
- 3.3.1 Obtain authorization by resolution of the Board to do so; or
 - 3.3.2 Provide to the Chair evidence of illness in the form of a medical certificate respecting the period of absence.

Failure to attend may result in disqualification.

- 3.4 If both the Chair or Vice-Chair through illness or other cause are unable to perform the duties of the office or are absent, the Board shall appoint from among its members an acting Chair, who on being so appointed has all the powers and shall perform all the duties of the Chair during the Chair's and Vice-Chair's inability to act or absence.

- 3.5 Regular meetings of the Board will not normally be held without the Superintendent and/or designate(s) in attendance.

4. Special Meetings

- 4.1 Occasionally, unanticipated or emergent issues require immediate Board attention and/or action.
- 4.2 Special meetings of the Board will only be called when the Chair, the majority of Trustees or the Minister, or the Superintendent is of the opinion that an issue must be dealt with before the next regular Board meeting.
- 4.3 A written notice of the special meeting including date, time, place and nature of business shall be issued to all trustees by registered mail (at least seven days prior to the date of the meeting) or in person (at least two days prior to the date of the meeting) unless every trustee agrees to waive in writing the requirements for notice.
- 4.4 The nature of the business to be transacted must be clearly specified in the notice of the meeting. Unless all trustees are present at the special meeting, no other business may be transacted. Items can be added to the agenda only by the unanimous consent of the entire Board.
- 4.5 Special meetings of the Board will not normally be held without the Superintendent and/or designate(s) in attendance.

5. In-Camera (Private) Sessions

The School Act uses the term "private" for non-public meetings. Robert's Rules of Order uses the term "executive session" for the same distinction. The term "in-camera" is commonly used and is synonymous with the other two terms.

The Board may, by resolution, schedule an in-camera meeting at a time or place agreeable to the Board or recess a meeting in progress for the purpose of meeting in-camera. Such resolutions shall be recorded in the minutes of the Board and shall specify those individuals eligible to attend in addition to trustees and the Superintendent. The reason for the In-Camera session shall be stated prior to its approval and shall be limited to discussion pertaining to the following stated reasons:

- 5.1 Individual students and ECS children;
- 5.2 Individual employees and personnel matters;

- 5.3 Collective bargaining issues;
- 5.4 Litigation issues;
- 5.5 Acquisition/disposal of property; and
- 5.6 Other topics that a majority of the trustees present feel should be held in private, in the public interest

Such sessions shall be closed to the public and press. The Board shall only discuss the matter which gave rise to the closed meeting. Board members and other persons attending the session shall maintain confidentiality and not disclose the substance of discussions at such sessions.

The Board shall, during the in-camera session, adopt only such resolution as is required to re-convene the Board in an open, public meeting.

6. Agenda for Regular Meetings

The Board Chair in consultation with the Superintendent is responsible for preparing an agenda for Board meetings.

6.1 The order of business at a regular meeting shall be as follows:

6.1.1 Opening

- ♦ Call to Order
- ♦ Opening Prayer
- ♦ Approval of Minutes
- ♦ Consideration of the Action Agenda
 - Modifications, Additions, Deletions
 - Approval
- ♦ Consideration of Non-Action Agenda
 - Approval

6.1.2 Corporate Communications

6.1.3 Presentations/Delegations

6.1.4 Action Items

6.1.5 Committee Reports

6.1.6 Non Action Items

6.1.7 Adjournment

- 6.2 The agenda will be supported by copies of letters, reports, contracts and other materials as are pertinent to the business which will come before the Board and will be of value to the Board in the performance of its duties.
- 6.3 Items may be placed on the agenda in one of the following ways:
 - 6.3.1 By notifying the Superintendent or Board Chair at least eight (8) working days prior to and not including the Board meeting day.
 - 6.3.2 By notice of motion at the previous meeting of the Board.
 - 6.3.3 As a request from a committee of the Board.
 - 6.3.4 Issues that require Board action may arise after the agenda has been prepared. The Board Chair, at the beginning of the meeting, shall ask for additions to and/or deletions from the agenda prior to agenda approval. Changes to the agenda may be made by a majority of those present.
- 6.4 The agenda package, containing the agenda and supporting information, will be delivered to each trustee at least four (4) calendar days prior to the date of the meeting. Subsequently, emergent information may be sent electronically.
- 6.5 The list of agenda items shall be posted on the Division website and be available in the Division Office. Any elector may inspect the agenda and request a paper copy.
- 6.6 The Board will follow the order of business set by the agenda unless the order is altered or new items are added by agreement of the Board.
- 6.7 During the course of the Board meeting, the majority of trustees present may amend the agenda and place items before the Board for discussion. The Board may take action on such items.

7. Minutes for Regular or Special Meetings

The Board shall maintain and preserve by means of minutes a record of its proceedings and resolutions.

7.1 The minutes shall record:

- 7.1.1 Date, time and place of meeting;
- 7.1.2 Type of meeting;
- 7.1.3 Name of presiding officer;
- 7.1.4 Names of those trustees and administration in attendance;
- 7.1.5 Approval of preceding minutes;
- 7.1.6 A brief summary of the circumstances which gave rise to the matter being debated by the Board;
- 7.1.7 All resolutions, including the Board's disposition of the same, placed before the Board, must be entered in full;
- 7.1.8 Names of persons making the motion;
- 7.1.9 Points of order and appeals;

- 7.1.10 Appointments;
- 7.1.11 Summarized reports of committees;
- 7.1.12 Recording of the vote on a motion (when requested pursuant to the School Act); and
- 7.1.13 Trustee declaration pursuant to the School Act.
- 7.2 The minutes shall:
 - 7.2.1 Be prepared as directed by the Superintendent;
 - 7.2.2 Be reviewed by the Superintendent prior to submission to the Board;
 - 7.2.3 Be delivered to all trustees prior to the next regular meeting of the Board;
 - 7.2.4 Be considered an unofficial record of proceedings until such time as adopted by a resolution of the Board;
 - 7.2.5 Upon adoption by the Board, be deemed to be the official and sole record of the Board's business; and
 - 7.2.6 Be distributed to stakeholders.
- 7.3 The Superintendent shall ensure, upon acceptance by the Board, that appropriate initials are appended to each page of the minutes, and that appropriate signatures and the corporate seal of the Division are affixed to the concluding page of the minutes.
- 7.4 The Superintendent shall establish a codification system for resolutions determined by the Board which will:
 - 7.4.1 Provide for identification as to the meeting at which it was considered;
 - 7.4.2 Establish and maintain a file of all Board minutes.
- 7.5 Upon adoption by the Board, the minutes shall be open to public scrutiny through posting on the Division website or availability at the Board Office.

8. Motions

Motions do not require a seconder, except in rare instances as described below.

8.1 Notice of Motion

The notice of motion serves the purpose of officially putting an item on the agenda of the next or future regular meeting and gives notice to all trustees of the item to be discussed. A notice of motion is not debatable and may not be voted on.

A trustee may present a notice of motion for consideration at the next regular meeting of the Board or may specify another meeting date. A trustee may also provide the Superintendent with a written notice of motion and ask that it be placed on the agenda of the next regular meeting and read at the meeting. The trustee will need not be present during the reading of the motion, however if the trustee is not present, a seconder is required at the meeting at which the notice is given, otherwise the item will be dropped.

8.2 Discussion on Motions

The custom of addressing comments to the Board Chair is to be followed by all persons in attendance.

A Board motion or a recommendation from administration must be placed before the Board prior to any discussion taking place on an issue. Once a motion is before the Board and until it is passed or defeated, all speakers shall confine their remarks to the motion or to the information pertinent to the motion.

8.3 Speaking to the Motion

The mover of a motion first and every trustee shall have an opportunity to speak to the motion before any trustee is allowed to speak a second time.

The mover of the motion is permitted to close debate on the motion.

As a general guide, a trustee is not to speak longer than five minutes on any motion. The Board Chair has the responsibility to limit the discussion by a trustee when such a discussion is repetitive or digresses from the topic at hand, or where discussion takes place prior to the acceptance of a motion.

No one shall interrupt a speaker, unless it is to ask for important clarification of the speaker's remarks, and any such interruption shall not be permitted without permission of the Board Chair.

Should a trustee arrive at the meeting after a motion has been made and prior to taking a vote, the trustee may request further discussion prior to the vote. The Board Chair shall rule on further discussion.

8.4 Reading of the Motion

A trustee may require the motion under discussion to be read at any time during the debate, except when a trustee is speaking.

8.5 Recorded Vote

Whenever a recorded vote is requested by a trustee before the vote is taken, the minutes shall record the names of the trustees who voted for or against the matter. Immediately after a vote is taken and on the request of a trustee, the minutes shall record the name of that trustee and whether that trustee voted for or against the matter or abstained.

8.6 Required Votes

The Board Chair, and all trustees present, unless excused by resolution of the Board or by the provisions of the School Act, shall vote on each question. Each question shall be decided by a majority of the votes of those trustees present. A simple majority of a quorum of the Board will decide in favour of the question. In the case of an equality of votes, the question is defeated. A vote on a question shall be taken by open vote, expressed by show of hands, except the vote to elect the Board Chair or Vice-Chair, which is by secret ballot, unless there is unanimous agreement among the trustees to use a show of hands.

8.7 Debate

In all debate, any matter of procedure in dispute shall be settled, if possible, by reference to Robert's Rules of Order. If this reference is inadequate, procedure may be determined by motion supported by the majority of trustees in attendance.

9. Delegations to Board Meetings

The Board will receive representation and delegations from parents, staff or other interested persons provided that the item has been placed on the agenda or has received the approval of the Board. Such presentations will normally be held at a regular public meeting. Matters deemed to be of a sensitive and/or confidential nature shall be heard at an in-camera session of the Board. Personnel issues will not be discussed in an open forum.

If the Board is of the view that an emergency situation exists, the following procedures may be modified by means of a Board motion. Individuals or groups wishing to make a presentation to the Board shall be advised that a maximum of fifteen minutes will be provided

9.1 Individuals or groups wishing to make a formal presentation to the Board must provide a written request along with supporting documentation to the Superintendent or the Board Chair not later than eight (8) calendar days prior to the meeting at which the presentation is to be made.

9.2 The written request must identify the spokesperson and provide the terms of reference for the presentation.

9.3 The Superintendent will inform the designated spokesperson of the time and place of the meeting and provide a copy of the Board's procedures regarding presentations.

9.4 The Board will not debate or make a decision on a matter presented to it at the meeting, unless it is deemed critical by the majority of the Board.

9.4.1 Questions of clarification directed through the Board Chair may be asked of the spokesperson or of the Superintendent. The Superintendent may refer the question to the appropriate senior administrator.

9.4.2 For matters requiring further Board deliberation, the Superintendent may be required to prepare a recommendation for the consideration of the Board at the next regular meeting.

9.4.3 Upon completion of the presentation, the Board Chair shall inform the delegation when a decision, if required, will be made. Such decision will be communicated in writing to the spokesperson.

9.4.4 The Board Chair shall be responsible for informing the spokesperson of the decision of the Board regarding items raised in the presentation.

10. Recording Devices

12. Trustee Conflict of Interest

The trustee is directly responsible to the electorate of the Division and to the Board.

Upon election to office, the trustee must complete a disclosure of personal interest statement and accept a position of public trust. The trustee is expected to act in a manner which will enhance the trust accorded the trustee, and through the trustee, the trust accorded to the Board.

The Board believes that its ability to discharge its obligations is dependent upon the trust and confidence of the electorate in its Board and its trustee members. Therefore, the Board believes in the requirement to declare conflict of interest.

- 12.1 The trustee is expected to be conversant with sections 80-91 of the School Act.
- 12.2 The trustee is responsible for declaring him/herself to be in possible conflict of interest.
 - 12.2.1 The trustee shall make such declaration in open meeting prior to Board or committee discussion of the subject matter which may place the trustee in conflict of interest.
 - 12.2.2 Following the declaration of conflict of interest by a trustee, all debate and action shall cease until the trustee has left the room.
- 12.3 It shall be the responsibility of the trustee in conflict to absent him/herself from the meeting in accordance with the requirements of the School Act and ensure that his/her declaration and absence is properly recorded within the minutes.
- 12.4 The recording secretary will record in the minutes:
 - 12.4.1 The trustee's declaration;
 - 12.4.2 The trustee's abstention from the debate and the vote; and
 - 12.4.3 That the trustee left the room in which the meeting was held.

13. Board Memberships

The Board believes it is important to trustees to remain current with provincial issues concerning education. The Board believes that in order to stay well informed membership in provincial associations is essential.

The Board supports membership in the Alberta School Boards Association (ASBA) and the Alberta Catholic School Trustees' Association (ACSTA).

- 13.1 The Board will endeavour to send at least one representative to the General Meetings of the ASBA and the ACSTA.
- 13.2 The Board approves the attendance, at the Board's expense, of trustees at ASBA and ACSTA conferences, conventions, seminars and workshops at the Zone or provincial levels.
- 13.3 The annual budget will provide for membership dues to the ASBA and the ACSTA.

14. Board Self-Evaluation

The Board believes that evaluation is essential to the continual improvement and success of a school division.

The Board shall plan for and carry through an evaluation of its functioning as a Board.

- 14.1 The annual Board self-evaluation process will complement the Superintendent evaluation process described in the document entitled *Superintendent Evaluation Process, Criteria and Timelines*.
- 14.2 The purpose of the Board self-evaluation is to answer the following questions:
 - 14.2.1 How well have we fulfilled each of our defined roles in relation to our mission, goals and objectives as a Board this past year?
 - 14.2.2 How do we perceive our interpersonal working relationships?
 - 14.2.3 How well do we receive input and how well do we communicate?
 - 14.2.4 How well have we adhered to our annual work plan?
 - 14.2.5 How would we rate our Board-Superintendent relations?
 - 14.2.6 How well have we adhered to our governance policies?
 - 14.2.7 What have we accomplished this past year? How do we know?
- 14.3 The principles upon which the Board self-evaluation is based are as follows:
 - 14.3.1 A learning organization or a professional learning community is focused on the improvement of practice.
 - 14.3.2 A pre-determined process for evaluation strengthens the governance functions and builds credibility for the Board.
 - 14.3.3 An evidence-based approach provides objectivity.
- 14.4 The components of the Board self-evaluation are:
 - 14.4.1 Review of Board Role Performance
 - 14.4.2 Monitoring Interpersonal Working Relationships
 - 14.4.3 Monitoring Board Representation/Communication
 - 14.4.4 Review of Annual Work Plan Completion
 - 14.4.5 Monitoring Board-Superintendent Relations
 - 14.4.6 Review of Board Motions
 - 14.4.7 Review of Board Governance Policies
 - 14.4.8 Creating a Positive Path Forward

Reference: Section 60, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 80, 81, 82, 83, 145, 261, 262, School Act
Local Authorities Elections Act

First Reading: MARCH 11, 2008
Second Reading: MARCH 11, 2008
Third Reading: APRIL 08, 2008

~~First Reading: November 10, 2015~~
~~Second Reading: November 10, 2015~~
~~Third Reading: December 8, 2015~~

First Reading: December 08, 2009
Second Reading: December 08, 2009
Third Reading: January 12, 2010

~~First Reading~~
~~Second Reading~~
~~Third Reading~~

First Reading: December 13, 2011
Second Reading: March 13, 2012
Third Reading: March 13, 2012



**Medicine Hat Catholic Board of Education
Board Meeting
Agenda Items**

**Associate Superintendent
Learning Services**

Date: September 12, 2017

Name: Hugh Lehr

Agenda Item: PLC Formation

On August 31, teacher from the district got together to create their PLC topics and form groups for work on their topic throughout the year on designated PD days.

PLC – a group of teachers who meet on a regular basis and share a common goal or need.

Some topics include:

- Developing modified assessments and engaging lesson plans based on Inquiry Based chapter questions.
- Response to Intervention (RTI programming) for Literacy and Numeracy – programming is designed to meet students at their current academic level with a goal of increasing understanding.
- Enhance student learning through the creation of Smartbook units and kits for Science and Social Studies.
- Using the Google set of Apps including Google classroom to facilitate higher student achievement.
- Investigate best practices for assistive technology and accommodations to allow all student greater access to learning.
- To collaborate to enrich faith based repertoire and instruction through classroom performance and voice with assessment. Student will develop a deeper understanding of reading music/theory and improve fine/gross motor skills through movement, voice and play.
- Create common CTS safety procedures and standards of cleanliness, and dealing with situational emergencies.
- Developing a positive mental outlook through team building and sports.

Recommendation

- Receive as information

Attachment – N/A

Agenda Item: PAT and Diploma Accommodations

Starting in the 2017-2018 school year, Alberta Education will streamline processes to provide supports for students writing diploma exams and Provincial Achievement Tests (PATs). All accommodations and provisions will be available to students without an application process.

Currently, students need to qualify to use accommodations when writing provincial assessments. Teachers are required to substantiate the request by documenting that the student uses specific accommodations for their classroom assessments and some schools even use specialized psycho-educational assessments to further substantiate the need for accommodations. School authorities review the majority of individual accommodation requests using the aforementioned information.

Moving forward, schools may simply order accommodations from Alberta Education for students who typically use them (e.g., audio) by the deadline indicated in the Schedule section of the *General Information Bulletins*. Schools are not required to request or maintain documentation of students using these accommodations.

To further support students when writing provincial assessments, **all students** may now take up to twice the official time limit to write a diploma exam or PAT, if needed. Students who use additional writing time will indicate use of this provision on their response sheet.

Recommendation

- Receive as information

Attachment – N/A



**Board Report
September 12, 2017
Coordinator of Early Childhood Services**

Early Learning Update:








- 1. We are currently providing support for children with mild to moderate as well as severe needs in our kindergarten and early learning programs within our six elementary schools. We also provide supports and services within approximately sixteen private daycare and preschool centres across the city. We continue to identify children requiring supports throughout the school year.**
- 2. Our early learning teams continue to focus on developing early literacy and numeracy skills through play as well as self-regulation and complex communication needs. We will be participating in further professional development in this area.**
- 3. We are also involved in community initiatives such as the Early Childhood Coalition, the Fresh Start to School Program and Flulapalooza which helps to foster relationships with parents as well as other community partnerships.**

Title – Religious Education Coordinator

Board Meeting September 12, 2017


1. Parish and School Connections

Connecting schools with the parish to build is an important part of enhancing our Catholicity. The following are some of the ways we're building our relationship with the parishes:

-  Schools will continue to sponsor a Mass during the school year.
-  Two school administrators have been invited to sit on parish councils at each parish.
-  Bible Liturgy will be held on September 28th beginning at 10:30 at Holy Family.
-  School Parish Relations standing committee will be invited to speak at the service groups at each of the parishes. This includes the Knights of Columbus, Catholic Women's League and Parish Council. Tentative date for the Holy Family K of C is November 13th
-  Each month one school will be featured through the parish bulletin and/or announcements. Schools will highlight an aspect of their school that is connected to our Catholic identity.
-  Grade 5 and 6 parish retreats will continue this year.
-  Schools are being invited to consecrate their schools to the Blessed Virgin Mary in the month of October. Both parish priests have offered to help. The Legion of Mary has provided numerous resources.


Recommendation: Receive as information

2. RE Curriculum grade 3 implementation

-  Grade 3 teachers were provided with a PD session last June. This session included an overview of the new program and they learned how to use the digital resources. Supports will continue throughout the year through a professional learning community as well as two grade level meetings.

Recommendation: Receive as information

3. Bishop's Dinner

-  This year the focus will be on the youth and vocations. In particular we will examine faith and their role in the church. Michael Chiasson will be the Keynote Speaker. One of the organizations that is being supported is the Medicine Hat Youth Action Society. It is an all-inclusive youth wellness centre that provides a safe environment for youth in our community. At the MHYAS youth are given the opportunity to find social support, build self-esteem, gain social skills and learn to build resiliency while participating in social-recreational activities.

Recommendation: Receive as information