



**BRANT HALDIMAND NORFOLK  
Catholic District School Board**

**Agenda**  
Catholic Education Centre  
322 Fairview Drive  
Brantford, ON N3T 5M8

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**Committee of the Whole  
Tuesday, February 19, 2013 ♦ 7:30 pm  
Boardroom**

**Members:**

**Trustees:**

June Szeman (Chair), Rick Petrella (Vice Chair), Dennis Blake, Cliff Casey, Dan Dignard, Bonnie McKinnon, Ryan Cattrysse (Student Trustee)

**Senior Administration:**

Chris N. Roehrig (Director of Education), Tom Grice (Superintendent of Business & Treasurer), Bill Chopp, Jamie McKinnon and Leslie Telfer (Superintendents of Education)

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**1. Opening Business**

- 1.1 Opening Prayer
- 1.2 Attendance
- 1.3 Approval of the Agenda
- 1.4 Declaration of Interest

**2. Presentations**

The Board will receive a presentation from Paul Tratnyek, Faith Animator.

**3. Delegations - Nil**

**4. Consent Agenda**

- 4.1 Approval of Committee of the Whole Meeting Minutes – January 22, 2013 Pages 3-6
- 4.2 Educational Field Trip Summary Report Pages 7-10

**5. Committee and Staff Reports**

- 5.1 Goals for 2013-14 Budget Pages 11-12  
Presenter: Chris N. Roehrig, Director of Education & Secretary
- 5.2 Naming of Wood Street School Pages 13-14  
Presenter: Bill Chopp, Superintendent of Education
- 5.3 Early French Immersion Investigation Pages 15-16  
Presenter: Leslie Telfer, Superintendent of Education
- 5.4 Incorporation of the Friends of the Educational Archives Pages 17-36  
Presenter: Chris N. Roehrig, Director of Education & Secretary



- 5.5 Surplus Accommodation – Grand Erie District School Board  
Presenter: Tom Grice, Superintendent of Business & Treasurer

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**6. Information and Correspondence**

**7. Notices of Motion**

- 7.1 Board meetings start time

**8. Trustee Inquiries**

**9. Business In-camera**

207. (2) Closing of certain committee meetings. A meeting of a committee of a board, including a committee of the whole board, may be closed to the public when the subject-matter under consideration involves,

- a) The security of the property of the board;
- b) The disclosure of intimate, personal or financial information in respect of a member of the board or committee, an employee or prospective employee of the board or a pupil or his or her parent or guardian;
- c) The acquisition or disposal of a school site;
- d) Decisions in respect of negotiations with employees of the board; or
- e) Litigation affecting the board.

**10. Report on the In-camera Session**

**11. Future Meetings and Events**

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**12. Closing Prayer**

*Heavenly Father, we thank you for your gifts to us: for making us, for saving us in Christ, for calling us to be your people. As we come to the end of this meeting, we give you thanks for all the good things you have done in us. We thank you for all who have shared in the work of this Board, and ask you to bless us all in your love. We offer this prayer, Father, through Christ our Lord. **Amen***

**13. Adjournment**



**Committee of the Whole**  
**Tuesday, January 22, 2013 ♦ 7:30 pm**  
**Boardroom**

**Trustees:**

**Present:** June Szeman (Chair), Rick Petrella (Vice Chair), Dennis Blake, Dan Dignard, Bonnie McKinnon, Ryan Cattrysse (Student Trustee)

**Absent:** Cliff Casey

**Senior Administration:**

Chris N. Roehrig (Director of Education & Secretary), Tom Grice (Superintendent of Business & Treasurer), Bill Chopp, Jamie McKinnon and Leslie Telfer (Superintendents of Education)

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**1. Opening Business**

**1.1 Opening Prayer**

The meeting was opened with prayer led by June Szeman.

**1.2 Attendance – As noted above.**

**1.3 Approval of the Agenda**

Moved by: Rick Petrella

Seconded by: Bonnie McKinnon

THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board approves the agenda of the January 22, 2013 meeting.

**Carried**

**1.4 Declaration of Interest – Nil**

**2. Presentations - Nil**

**3. Delegations - Nil**

**4. Consent Agenda**

**4.1** THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board approves the minutes of the November 20, 2012 meeting.

**4.2** THAT the Committee of the Whole refers the unapproved minutes of the Joint Special Education Advisory Committee Meeting of December 13, 2012 to the Brant Haldimand Norfolk Catholic District School Board for receipt.



- 4.3 THAT the Committee of the Whole refers the unapproved minutes of the Special Education Advisory Committee Meeting of January 9, 2013 to the Brant Haldimand Norfolk Catholic District School Board for receipt.
- 4.4 THAT the Committee of the Whole refers the unapproved minutes of the Catholic Education Advisory Committee Meeting of January 9, 2013 to the Brant Haldimand Norfolk Catholic District School Board for receipt.

Moved by: Dan Dignard

Seconded by: Rick Petrella

THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board receives all reports and approves all motions under the Consent Agenda.

**Carried**

## 5. Committee and Staff Reports

### 5.1 Unapproved Budget Committee Meeting Minutes and Recommendation – January 14, 2013

Trustee Petrella, Chair of the Budget Committee, informed the Board that the Committee had reviewed the revised budget estimates for 2012-13. He reported that the most significant revisions are as a result of actual enrolment numbers as of October 31, 2012 and from the legislation resulting from the Memorandum of Understanding signed between the province and OECTA in July, 2012. Superintendent Grice noted that the revised budget includes an increase in revenue of approximately \$685,000 received primarily from Education Programs - Other (EPO) grants received since the preliminary budget. Trustee Petrella brought forward the following recommendation from the Committee for approval:

THAT the Budget Committee recommends that the Committee of the Whole refers the 2012-13 Revised Budget Estimates, in the amount of \$119,938,832 to the Brant Haldimand Norfolk Catholic District School Board for approval.

Moved by: Rick Petrella

Seconded by: Dennis Blake

THAT the Committee of the Whole refers the unapproved minutes from the Budget Committee meeting of January 14, 2013 to the Brant Haldimand Norfolk Catholic District School Board for receipt.

**Carried**

THAT the Committee of the Whole refers the recommendation from the Budget Committee Meeting of January 14, 2013 to the Brant Haldimand Norfolk Catholic District School Board for approval.

**Carried**

### 5.2 Strategic Plan 2012-2015

Director Roehrig presented the proposed 2012-2015 Strategic Plan which has culminated from a lengthy consultation and development process that began last spring. He noted that a special focus was placed on ensuring that the Catholicity, Student Achievement, Leadership and Communications pillars and initiatives are well integrated, that the language is user friendly, and that the plan is easy to follow.



Moved by: Bonnie McKinnon

Seconded by: Dan Dignard

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the Strategic Plan 2012-2015.

**Carried**

### **5.3 Financial Literacy in the Ontario Curriculum**

Superintendent Telfer reported that the Ministry of Education is emphasizing the importance for Grades 4-12 students to possess financial literacy skills, which she explained as "having the knowledge and skills needed to make responsible economic and financial decisions with competence and confidence". She noted various teacher resources that are available from the Ministry and the Catholic Curriculum Corporation in developing financial literacy competencies within the context of the Catholic faith. At the secondary level, Superintendent McKinnon added that the financial literacy resources are comprehensive and identify opportunities in every subject area where connections with financial literacy can be made.

Moved by: Dan Dignard

Seconded by: Dennis Blake

THAT the Committee of the Whole refers the Financial Literacy in the Ontario Curriculum report to the Brant Haldimand Norfolk Catholic District School Board for receipt.

**Carried**

## **6. Information and Correspondence**

Chair Szeman commented on the informative OCSTA Labour Relations and Professional Development Seminars held last week.

Student Trustee Cattrysse provided an update on the Student Senate meeting of January 22, 2013, which focused on final preparations for the upcoming school councils' student retreat being held on February 7, 2013. The retreat will focus on the Board theme, with three sessions (the faith we believe ... we share ... we profess) to be facilitated by the chaplains. Student Trustee Cattrysse also advised that exams start on January 25, 2013. Senior students at Assumption College have hosted an evening session to assist Grade 9 students with developing good study skills. St. John's College held an exam blitz program which linked senior students with students requiring additional assistance to mentor good study and exam writing skills.

Superintendent Chopp expressed thanks to Trustee McKinnon for her service as trustee representative on the Special Education Advisory Committee over the past few years and presented her with a token of appreciation on behalf of the Committee.

Moved by: Rick Petrella

Seconded by: Bonnie McKinnon

THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board receives the information and correspondence items since the last meeting.

**Carried**

## **7. Notices of Motion – Nil**

## **8. Trustee Inquiries - Nil**



**9. Business In-Camera**

Moved by: Rick Petrella

Seconded by: Dan Dignard

THAT the Brant Haldimand Norfolk Catholic District School Board moves to an in-camera session.

**Carried**

**10. Report on the In-Camera Session**

Trustee Dignard declared a conflict of interest in item 3.1 of the in-camera session and left the room. He did not take part in the consideration or discussion of, or vote on any question with relation to this item.

Moved by: Bonnie McKinnon

Seconded by: Rick Petrella

THAT the Brant Haldimand Norfolk Catholic District School Board approves the business of the in-camera session.

**Carried**

**11. Future Meetings**

A list of future meetings and events for trustees was distributed.

**12. Closing Prayer**

A closing prayer was recited in unison.

**13. Adjournment**

Moved by: Rick Petrella

Seconded by: Dan Dignard

THAT the Brant Haldimand Norfolk Catholic District School Board adjourns the meeting of January 22, 2013.

**Carried**

**REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC  
DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE**

Prepared by: Bill Chopp, Superintendent of Education  
Presented to: Committee of the Whole  
Submitted on: February 19, 2013  
Submitted by: Chris Roehrig, Director of Education & Secretary

**EDUCATIONAL FIELD TRIP SUMMARY REPORT**

Public Session

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**BACKGROUND INFORMATION:**

Attached is a summary (Appendix A) of educational field trips that have been approved during the period of September 1, 2012 to January 31, 2013.

The educational field trips included are those that involve overnight or extended overnight stays, as well as excursions.

**RECOMMENDATION:**

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board receives the educational field trip summary report.

**EDUCATIONAL FIELD TRIP MONITORING REPORT - MONTHS OF: SEPTEMBER 1, 2012- JANUARY 31, 2013**

School	Destination and Type		Curriculum Expectations	Date dd/mm/yy	Duration (days)	# of School days	# of Students on Trip	# of Teacher(s) Chaperones	Cost to Student	Transportation	Superintendent
	Legend										
	a. Overnight										
	b. Extended Overnight										
	c. Excursion										
Assumption College	c.	Lansing ,MI	1. This trip involves a team building activity and an exhibition football game against Lansing Catholic School.	12/10/12	2	1	40	2	150.00	Bus	J. McKinnon
St. John's College	c.	New York City, NY	1. Art and photography trip to numerous museums and cultural sites.	16/05/13	4	2	25-35	2	550.00-670.00	Bus	J. McKinnon
St. Gabriel Brantford	a.	Camp Celtic Lions Head, ON	1. Identify the purpose, inputs, and, outputs of various systems. 2. Create and use a variety of maps for specific purposes. 3. Construct personal and/or group interpretations of themes in dance pieces. 4. Drama exploration and role play.	05/31/13	4	2	41	2	465.00	Bus	B. Chopp
St. John's College	a.	Apps' Mill, Brantford P.U.S.H.	1. Extension to Grade 12 Religion classes. Cross-curricular in terms of comprehension writing, journals, creative thinking, and social evaluation included.	08/10/12	2	2	50	5	100.00	Bus	J. McKinnon
St. John's College	a.	Apps' Mill, Brantford P.U.S.H.	1. Extension to Grade 12 Religion classes. Cross-curricular in terms of comprehension writing, journals, creative thinking, and social evaluation included.	10/10/12	2	2	50	5	100.00	Bus	J. McKinnon
Notre Dame, Caledonia	a.	Camp Celtic Lions Head, ON	1. Interact and work effectively with others. 2. Demonstrate respect for human rights. 3. Demonstrate respect for environment. 4. Be motivated to fulfill the responsibilities of citizenship in a democratic society. 5. Motivated to build healthy lifestyles and relationships. 6. Many physical activities that directly support the Ontario curriculum.	05/31/13	4	2	44	2	465.00	Bus	B. Chopp
Notre Dame, Brantford	a.	Camp Celtic Lions Head, ON	1. Students will have a unique opportunity to participate in a leadership based school trip. 2. A rich educational experience which provides students with a chance to apply their knowledge and leadership skills to various outdoor activities. 3. It is a direct extension of the Grade 8 Health and Physical Education Program which focuses on social and actively individual lifestyles as well as, the Arts and Religion Programs.	05/31/13	4	2	44	2	465.00	Bus	L. Telfer

School	Destination and Type		Curriculum Expectations	Date dd/mm/yy	Duration (days)	# of School days	# of Students on Trip	# of Teacher(s) Chaperones	Cost to Student	Transportation	Superintendent
	Legend a. Overnight b. Extended Overnight c. Excursion										
St. Mary's, Hagersville	a.	Camp Celtic Lions Head, ON	<ol style="list-style-type: none"> <li>1. Interact and work effectively with others.</li> <li>2. Demonstrate respect for human rights.</li> <li>3. Demonstrate respect for environment.</li> <li>4. Be motivated to fulfill the responsibilities of citizenship in a democratic society.</li> <li>5. Motivated to build healthy lifestyles and relationships.</li> </ol>	05/31/13	4	2	11	1	465.00	Bus	L. Telfer
Sacred Heart, Paris	a.	Ottawa, ON	<ol style="list-style-type: none"> <li>1. Identify themes, personalities and their achievements/contribution to the development of Canada.</li> <li>2. How government plays a role in contemporary society.</li> <li>3. Develop an understanding of events in Canada leading up to World War 1 and World War 2.</li> <li>4. Students will experience firsthand the history, geography, social and cultural aspects that bring their studies to life.</li> </ol>	23/05/13	3	2	40	4	307.50	Bus	L. Telfer
Holy Trinity Catholic High School	c.	New York City , NY	<ol style="list-style-type: none"> <li>1. Explain how variations in where and how art works are displayed can affect the impact and meaning of the works and the size and type of audience they reach.</li> <li>2. Analyze their initial response to art works.</li> <li>3. Deconstruct the visual content and the use of elements and principles of design in the work of others.</li> <li>4. Explain, with reference to particular works, both historical and contemporary, how knowledge of an art work's cultural and historical context, achieved through research, has clarified and enriched their understanding of the work's intent and meaning.</li> <li>5. Describe and reflect on the qualities of the works of others, and evaluate the effectiveness of these works, using a variety of criteria.</li> <li>6. Analyze the function and social impact of different kinds of art works in both past and present societies.</li> </ol>	16/05/13	4	1	40	3	694.00	Bus	J. McKinnon

School	Destination and Type		Curriculum Expectations	Date dd/mm/yy	Duration (days)	# of School days	# of Students on Trip	# of Teacher(s) Chaperones	Cost to Student	Transportation	Superintendent
	Legend										
	a. Overnight b. Extended Overnight c. Excursion										
St. Peter and Resurrection Brantford	a.	Brock University / Niagara Falls, ON	<ol style="list-style-type: none"> <li>1. Demonstrate an understanding of factors that contribute to their personal enjoyment of being active as they participate in diverse range of physical activities in a variety of indoor and outdoor environments.</li> <li>2. Demonstrate behaviours and apply procedures that maximize their safety and that of others in a variety of physical activity settings.</li> <li>3. Act as a reflective, creative and holistic thinker who solves problems and makes responsible decisions with an informed moral conscience for the common good.</li> <li>4. Apply relationship and social skills as they participate in physical activities, develop movement competence, and acquire knowledge and skills related to healthy living to help them interact positively with others, build healthy relationships, and become effective team members.</li> </ol>	30/05/13	2	2	44	3	280.00	Bus	B. Chopp
St. Cecilia's Port Dover	a.	Quebec City, QC	<ol style="list-style-type: none"> <li>1. In order to enhance the grade 7/8 FSL curriculum, as well as our History and Geography programs, the students will be given the opportunity to take part in this unique educational and cultural travel program. It will combine academic instruction, physical activity, bi-cultural and bilingual experiences.</li> </ol>	15/06/13	4	2	44	3	632.43	Bus	B. Chopp
Our Lady of LaSalette LaSalette	a.	Camp Celtic Lions Head, ON	<ol style="list-style-type: none"> <li>1. In order to take responsibility of their well-being, students need to learn to stay healthy and active, and have positive relationships to others.</li> </ol>	31/05/13	4	2	7	2	465.00	Bus	B. Chopp
St. Bernard Brantford	a.	Camp Celtic Lions Head, ON	<ol style="list-style-type: none"> <li>1. To play a meaningful role in society, students need to understand themselves and to become aware of their interests, abilities and aspirations. They should be exposed to the wide variety of opportunities that exist and that are available to them.</li> </ol>	31/05/13	4	2	30	2	465.00	Bus	B. Chopp

**REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC  
DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE**

Prepared by: Chris N. Roehrig, Director of Education & Secretary  
Presented to: Committee of the Whole  
Submitted: February 19<sup>th</sup>, 2013  
Submitted by: Chris N. Roehrig, Director of Education & Secretary

**GOALS FOR 2013-14 BUDGET**  
Public Session

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**BACKGROUND INFORMATION:**

Last month the Board approved the Strategic Plan 2012-2015 (Appendix A – full details at [http://www.bhncdsb.ca/sites/www.bhncdsb.ca/files/resources/bhncdsb\\_2012\\_2015\\_strategic\\_plan.pdf](http://www.bhncdsb.ca/sites/www.bhncdsb.ca/files/resources/bhncdsb_2012_2015_strategic_plan.pdf).) The plan outlines the most important goals and initiatives that will take place over the next three years as they relate to Catholicity, Student Achievement, Leadership and Communications. The Board's Plan showcases an emphasis on high levels of student achievement with respect to:

- Literacy - especially in the primary and intermediate divisions;
- Mathematics - especially in the junior and intermediate divisions;
- 21<sup>st</sup> century learning skills; and
- Religion and Family Life.

The Board's Plan also underscores its commitment to:

- leadership that is informed by our Catholic faith throughout the organization;
- our role in supporting families and parishes with respect to Catholic faith formation of young people; and
- the importance of effective communication to our internal audience as well as our Catholic school stakeholders (especially parents).

**DEVELOPMENTS:**

Over the next weeks and months, the Budget Committee and members of management and senior staff will embark on a consultation process to develop the budget for 2013-14. The Board acknowledges that in order for it to meet the goals set out in the Strategic Plan, that the adequate allocation of budget resources will be necessary. As such, the Board directs the Budget Committee to ensure that the budget goals be consistent with the goals of the Strategic Plan 2012-2015.

**RECOMMENDATION:**

THAT the Committee of the Whole refers the Goals for 2013-14 Budget report to the Brant Haldimand Norfolk Catholic District School Board for approval.

2012 – 2015

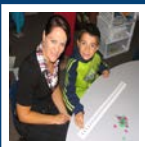
# Strategic Plan

## CATHOLICITY



- Improve the capacity of our Catholic community to lead faith-based activities in our school system
- Ensure that the religion and Family life Program is given the highest priority in our schools
- Improve the relationship between our schools and our parishes

## STUDENT ACHIEVEMENT



- Increase levels of student achievement for junior division students in the area of mathematics
- Increase levels of student achievement for intermediate division students in the area of mathematics
- Increase levels of student achievement for secondary students in the area of literacy

## LEADERSHIP



- Improve the ability of our leaders in the area of instructional practice
- Improve the skills and knowledge of our leaders in relation to personal leadership resources
- Improve the ability of our leaders in the human resources and labour relations areas

## COMMUNICATIONS



- Provide timely, appropriately-delivered and relevant information to our Catholic community
- Build trusting relationships with our community members
- Demonstrate honest, successful collaboration



## REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE

Prepared by: Bill Chopp, Superintendent of Education  
Presented to: Committee of the Whole  
Submitted on: February 19, 2013  
Submitted by: Chris N. Roehrig, Director of Education & Secretary

### NAMING OF WOOD STREET SCHOOL

Public Session

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#### **BACKGROUND INFORMATION:**

In accordance with the Board's *Naming of Schools* Policy 400.17, it is the responsibility of the Board of Trustees to select and approve the name of a new school. The name must reflect the Catholic identity of the school system and must be determined through a consultative process.

#### **DEVELOPMENTS:**

A new Catholic elementary school is under construction at 127 Wood Street in Brantford. The school is being built on the site of the former St. Pius X School and is expected to open in September 2013. This will be the new home of the recently combined school communities of St. Bernard and St. Pius X.

In naming the new school, the following criteria, as found in the Board policy, are to be used:

- Schools shall be designated as either "Catholic Elementary or Catholic Secondary School" in their official school name unless otherwise approved by the Board.
- A school shall be given the name of Our Lord, Our Lady, a Saint, a Catholic tradition, or an exemplary Catholic person of local, national, international or historic significance as approved by the local Bishop.
- The duplication of names within the Board shall be avoided.
- The possessive form shall not be used.

Suggestions for names for the new school were solicited from all Board employees and the Catholic community through internal email, as well as via a survey on the Board's website.

On January 15, 2013, a committee comprised of the pastor of St. Pius X parish, two trustees, the school principal, Regional School Council Vice Chair, St. Bernard's School Council Chair, two staff representatives from St. Bernard and the school Superintendent of Education met to review the forty names and rationale that were submitted. Through a selection process, the committee short-listed the following two names:

- St. Pius X Catholic Elementary School
- John Paul II Catholic Elementary School

The committee recommends that St. Pius X be adopted as the name of Wood Street School.

**RECOMMENDATION:**

THAT the Brant Haldimand Norfolk Catholic District School Board approves St. Pius X Catholic Elementary School as the name of the new school being built on Wood Street in Brantford.

**REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC  
DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE**

Prepared by: Leslie Telfer, Superintendent of Education  
 Presented to: Committee of the Whole  
 Submitted on: February 19, 2013  
 Submitted by: Chris N. Roehrig, Director of Education & Secretary

**EARLY FRENCH IMMERSION INVESTIGATION**

Public Session

**BACKGROUND INFORMATION:**

Consideration is being given to expanding the opportunity for Catholic families to access French Immersion programming in Brantford and Brant County. The goal of the program is to develop functionally bilingual students through the provision of an equitable amount of curriculum with French as the language of instruction. Currently, we have one Dual Track French Immersion Program operating at Jean Vanier Catholic School located in the south end of Brantford. The current site provides a French Immersion program to approximately 185 JK to Grade 8 students. Enrollment statistics indicate that most students attending French Immersion at Jean Vanier School live on the south side of Brantford. The majority of Jean Vanier graduates transition to Assumption College School (ACS), which indicates that most students reside in the ACS catchment area.

**DEVELOPMENTS:**

A plan has been developed to investigate potential interest in providing an Early French Immersion Program at St. Leo's School beginning in September 2014. The strategies for implementation include the following:

<b>Proposed Strategy</b>	<b>Estimated Timeline</b>
An electronic parent interest survey will be developed to determine if an Early French Immersion Program at the St. Leo School site would serve the needs of our Catholic families.	Spring 2013
A fact sheet providing information about the proposed Early French Immersion program at St. Leo's School will be distributed to the target audience in all Brantford and Brant County schools. It will include a link to the interest survey.	September 2013
The survey will be posted on the board website.	September 2013
Upon completion of the interest survey, data will be analyzed to determine if adequate interest (20 students) for an Early French Immersion program at St. Leo's School exists.	October 2013
If adequate interest is expressed, a parent information session will be held at St. Leo's School. The parent information session will include a presentation by the principal, teacher, parent and students of the current French Immersion school, the principal of the designated site, and the Superintendent of Education.	October 2013
An online registration plan will be developed and implemented. To be eligible for registration, students must be entering Grade 1 in September 2014.	January 2014

Further system considerations include transportation costs and projected space requirements at St. Leo's School. For families living outside the St. Leo's School catchment area, transportation will be provided for students meeting the Board's eligibility requirements as per the *Transportation of Students* Board Policy 400.19. Students living more than 1.6 kilometers from the Early French Immersion site are eligible for transportation to the assigned school offering French Immersion. Transportation will not be provided for siblings not in the French Immersion Program.

Projected space requirements at St. Leo's School indicate that the site has a capacity of 294 students; current enrollment is 200. Available interior classroom space would allow the Early French Immersion program to expand to 2016-17. Future growth beyond 2017 might require the addition of exterior portable spaces. Space considerations will be dependent on future enrollment patterns.

**RECOMMENDATION:**

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the proposal to investigate the viability of implementing an Early French Immersion Program at St. Leo School, as of September 2014.

**REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC  
DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE**

Prepared by: Chris N. Roehrig, Director of Education & Secretary  
Presented to: Committee of the Whole  
Submitted: February 19, 2013  
Submitted by: Chris N. Roehrig, Director of Education & Secretary

**INCORPORATION OF THE  
FRIENDS OF THE EDUCATIONAL ARCHIVES**  
Public Session

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**BACKGROUND INFORMATION:**

The Friends of the Educational Archives are affiliated with the Ontario Historical Society and endeavour to serve the public and Catholic school boards in the district to maintain historical archives. The duties of an educational archive are to:

- accept, retain and store archival material received from each of the Boards;
- organize and keep an inventory of all archival material received from each of the Boards;
- provide displays of archival materials for school anniversaries and for school closings;
- provide research and information services pursuant to individual requests for research of the registers from interested individuals in the counties of Brant, Haldimand and Norfolk; and
- provide such other services as may be reasonably requested from time to time by either of the Boards.

The financial contribution from our Board to start this initiative is \$2,500. Our in-kind obligations would be mutually agreed upon to facilitate the work of the Society. The by-laws require equal representation by the partner school boards on the Board of Directors; therefore, a trustee from our Board will be required to sit on the Board of Directors.

**DEVELOPMENTS:**

The Friends of the Educational Archives Constitutional By-Laws is presented by way of information to the Board (Appendix A). In order to proceed with the incorporation process, the Co-operative Agreement for Archival Support is submitted to Board for approval.

**RECOMMENDATION:**

THAT the Committee of the Whole refers the Co-operative Agreement for Archival Support between the Brant Haldimand Norfolk Catholic District School Board, the Grand Erie District School Board, and the Friends of the Educational Archives to the Brant Haldimand Norfolk Catholic District School Board for approval.

## CONSTITUTIONAL BY-LAW

being a By-Law to regulate the affairs of

### FRIENDS OF THE EDUCATIONAL ARCHIVES SERVING BRANT, HALDIMAND AND NORFOLK COUNTIES

WHEREAS pursuant to *An Act to Incorporate the Ontario Historical Society* (Ontario) that came into force on April 1, 1899, the Ontario Historical Society was given the privilege of accepting affiliated members, wherein through such affiliation, groups automatically become incorporated under the laws of the Province of Ontario;

AND WHEREAS the FRIENDS OF THE EDUCATIONAL ARCHIVES SERVING BRANT, HALDIMAND AND NORFOLK COUNTIES (the "Society") will be incorporated as an Ontario corporation without share capital by virtue of the Society's affiliation with the Ontario Historical Society;

NOW THEREFORE BE IT HEREBY ENACTED as a By-Law of the Society as follows.

#### ARTICLE 1 — THE SOCIETY

1.1 **Name** — The complete legal name of the Society shall be FRIENDS OF THE EDUCATIONAL ARCHIVES SERVING BRANT, HALDIMAND AND NORFOLK COUNTIES.

1.2 **Objects** — The objects of the Society are:

- a) to provide a friendly forum for those persons interested in their school history and to encourage a wider knowledge and appreciation of school history in the Counties of Brant, Haldimand and Norfolk;
- b) to encourage the preservation of the documents of significance for the history and research of the Counties of Brant, Haldimand and Norfolk;
- c) to serve as a resource centre for historical educational materials and make them accessible to present, future and former students and staff as well as to the general public where the *Municipal Freedom of Information and Protection of Privacy Act* allows;
- d) to accept donations of original artifacts and documents relevant to the history of schools and education in the Counties of Brant, Haldimand and Norfolk;
- e) to seek support of government, corporations, foundations, and individuals in furthering these objectives;

- f) to exist for such other complementary purposes that are not inconsistent with these objects; and
  - g) to accomplish the foregoing as a non-profit organization.
- 1.3 **Head Office** — The Head Office of the Society shall be in the County of Brant, in the Province of Ontario. The Society may establish other locations for the Head Office and such other offices elsewhere as the Board of Directors may determine.
- 1.4 **Seal** — The corporate seal of the Society, if any, shall be in the form impressed in the margin hereof. the corporate seal shall remain in the custody of the Secretary.
- 1.5 **Non-Profit** — The business of the Society shall be carried on without the purpose of gain for its Members, and any profits or other accretions to the Society shall be used in promoting its objects. The Society shall work to advance education by improving the public's understanding and awareness of the cultural history of the Society serving Brant, Haldimand and Norfolk Counties. No Member of the Society shall, without the explicit approval of the Board of Directors, use the name of the Society or any material supplied by the Society for advertising, promotional scheme, endorsement of products or services, or like purposes.

## ARTICLE 2 — MEMBERS

- 2.1 **Qualifications** — Membership in the Society shall be open to all persons interested in furthering the objects of the Society and shall consist of anyone whose application for admission as a Member has received the approval of the Board of Directors of the Society.
- 2.2 **Limitation on Membership** — There shall be no limit on the number of Members of the Society.
- 2.3 **Application for Membership** — Membership in the Society shall be applied for by presentation of an application in the form set out from time to time by the Board of Directors, and shall be granted subject to the approval of the Board of Directors in its sole discretion.
- 2.4 **Membership Fees** — The annual membership fee of the Members shall be determined by the Board of Directors from time to time and shall be payable on or by January 1 of each year. A Member in good standing is defined as a Member who is current in payment of membership fees. Any Member who fails to pay membership fees as may be levied shall not be considered to be a Member in good standing of the Society, and shall

have their membership privileges suspended until such time as all membership fees levied have been paid.

**2.5 Termination of Membership** — Any Membership shall be terminated if:

- a) the Member resigns by notice in writing to the Secretary, which resignation shall take effect on the date of receipt of such notice by the Secretary; or
- b) at a meeting of the Board of Directors called for the purpose of considering the termination of the Member, with notice of such meeting to the Member in question, the Board of Directors pass a resolution by a two-third's (2/3) vote terminating the Member in question, provided that:
  - i) the Board of Directors shall determine, in its opinion, that such Membership is prejudicial to the best interests of the Society and, in such case
  - ii) such Member shall have had an opportunity upon notice of thirty (30) days from the Board to show cause why such Membership should not be terminated; or
- c) the Member fails to pay the full annual membership fee or any other dues owed to the Society, and such Member is delinquent for a period exceeding ninety (90) days in the payment of any dues owed to the Society, and such failure is not waived by the Board of Directors.

**2.6 Membership Fees Not Refundable** — Any fees paid for the year in which a Member's membership is terminated shall not be refunded.

**2.7 Non-Transfer of Membership** — Membership in the Society is not transferable or assignable.

**2.8 Classes of Membership** — The Board of Directors may create classes of membership not otherwise inconsistent with the By-Laws.

**ARTICLE 3 — MEETINGS OF THE MEMBERS**

**3.1 Annual Meeting** —

- a) The Annual Meeting of the Members shall be held within one hundred and twenty (120) days of the close of the Society's fiscal year.
- b) At every Annual Meeting, in addition to any other business that may be transacted, the Report of the Board of Directors, the Financial Statements, and

the Report of the Auditor, if any, shall be presented, and the Auditor, if any, appointed.

- c) At every Annual Meeting, the Board of Directors shall be elected.

3.2 **Special General Meeting** — A Special General Meeting of the Members shall be called by the Secretary:

- a) when so directed by the Board of Directors; or
- b) upon receipt by the Secretary of a written request signed by at least fifteen (15) Members. Such meeting shall be scheduled within thirty (30) days of receipt of such request.

3.3 **Time and Place** — The Annual or any Special General Meeting of the Members shall be held at such place in Ontario as the Board of Directors may determine, and on such day as the said Board of Directors shall appoint.

3.4 **Notice** —

- a) No public notice or advertisement of any Annual or Special General Meeting of Members shall be required, but the time and place of every such meeting shall be given to each Member by sending the notice of meeting by prepaid mail, email or facsimile communication at least ten (10) days before the time fixed for the holding of such meeting. For the purpose of sending notice to any Member, the address of any Member shall be such Member's last address recorded on the books of the Society.
- b) The notice of any Annual or Special General Meeting of Members shall, in addition to stating the general nature of the business to be transacted, specify the terms of any resolution or By-Law change to be proposed.
- c) No error or omission in giving notice of any Annual or Special General Meeting or any adjourned meeting, whether Annual or Special General, of the Members shall invalidate such meeting or void any proceedings taken thereat.

3.5 **Quorum** — A quorum for the transaction of business at any Annual or any Special General Meeting of Members shall consist of not less than five (5) Members present in person.

3.6 **Voting** —

- a) Each Member shall be entitled to one (1) vote on each issue arising at any Annual or Special General Meeting of the Members. If a Member is an

organization, such Member shall designate its voting representative and notify the Secretary of the Society.

- b) Any issue to be decided at any Annual or Special General Meeting of the Members shall, unless otherwise required by the By-Laws, be determined by a majority of votes of the Members present at such meeting.
- c) In the event of a tie vote, the Chair of the meeting shall be entitled to and shall cast an additional deciding vote.

3.7 **Adjourned Meetings** — Any meeting of the Society may be adjourned to a future date and such business may be transacted as at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment which may be effected without a quorum.

#### **ARTICLE 4 — BOARD OF DIRECTORS**

4.1 **Composition** — The Board of Directors shall consist of not less than five (5) and not more than twelve (12) persons, and shall include an Archivist, a President, Vice-President, Secretary, and Treasurer, and will include a representative of the Brant Haldimand Norfolk Catholic District School Board, a representative of the Grand Erie District School Board, a representative of a Parent Organization, and a representative of each of the Counties of Brant, Haldimand, and Norfolk.

4.2 **Term** — The Directors shall hold office for a term of two (2) years.

4.3 **Qualifications** —

- a) Each Director, at the time of such Director's election and throughout such Director's term of office, shall be a Member of the Society and be at least eighteen (18) years of age.
- b) A Director is eligible for re-election, and there are no restrictions as to the number of terms a Director may serve.

4.4 **Nominating Committee** — There shall be a Nominating Committee consisting of the President, who will chair the meetings of the Committee, and two (2) other persons appointed by the Board of Directors. The Nominating Committee will present a slate of Officers and other Directors to the Members at the Annual Meeting. Other nominations may be made from the floor by Members and, if so, election will be held. Otherwise, the slate so presented will become the Directors of record for the Society.

- 4.5 **Removal of Directors** — The Board of Directors may, by resolution passed by at least two-thirds (2/3) of the votes cast at a meeting of the Board of Directors called for that purpose, remove any Director before the expiration of such Director's term of office.
- 4.6 **Vacation of Office** — The office of a Director shall automatically cease and be vacated:
- a) if by notice in writing to the Secretary, such Director resigns such office;
  - b) if such Director ceases to be a Member or otherwise becomes unqualified to act as a Director; or
  - c) upon passage of a resolution under section 4.5.
- 4.7 **Vacancies** — Any vacancy on the Board of Directors, however caused, may be filled by way of an interim appointment by the Board of Directors for the remainder of the unexpired term of the vacancy.
- 4.8 **Duties of the Board of Directors** — The duties of the Board of Directors shall include the following:
- a) The Board of Directors shall administer the affairs of the Society on all things and make or cause to be made for the Society in its name any kind of contract which the Society may lawfully enter into and it is expressly empowered to enter into arrangements with any public authority it deems helpful to the Society's objects including approving funds for any reasonable purpose, entering into contracts, and to do all such things as are incidental or conducive to the attainment of the objects of the Society.
  - b) The Board of Directors shall authorize expenditures on behalf of the Society and may delegate by resolution to an Officer or Officers of the Society the right to employ persons and pay salaries.
  - c) The Board of Directors shall take steps to enable the Society to receive donations and benefits for the purpose of furthering the objects of the Society.
  - d) The Executive Committee of the Board shall be the President, the Vice-President, the Secretary, and the Treasurer.
  - e) The Executive Committee shall act only in the interval between meetings of the Board of Directors. Such Executive Committee may exercise all of the powers of the Board of Directors, but shall be subject at all times to the control and direction of the Board.

- f) All decisions of the Executive Committee must be by majority vote. In the event of a tie, the President shall cast an additional tie-breaking vote. The Executive Committee shall report all such decisions to the Board of Directors.

4.9 **Borrowing** — The Board of Directors may generally manage, transact and settle the borrowing of money by the Society, including:

- a) borrow money on the credit of the Society; or
- b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Society, including book debts, rights, powers and undertakings to secure any money borrowed or other debt, obligation or liability of the Society; or
- c) authorize in writing any Director or any other person to make arrangements with reference to the monies borrowed or to be borrowed and to the terms and conditions of the loan and to the security to be given in respect thereof. In addition, the Board of Directors may vary or modify such arrangements, terms and conditions and give such additional security for any monies borrowed or remaining due to by the Society.

4.10 **Remuneration** — The Directors shall receive no remuneration. They may receive by way of reimbursement, however, an amount equal to the amount of expenses reasonably and properly incurred by them in fulfilling their duties as Directors.

## ARTICLE 5 — MEETINGS OF THE BOARD OF DIRECTORS

5.1 **Meetings** — Meetings of the Board of Directors may be called by the President, or by the Vice-President, or by the Secretary, or by any two Directors.

5.2 **Place** — The Board of Directors shall hold its meetings at the Head Office of the Society, or at any other place as resolved by the majority of the Directors.

5.3 **Notice** —

- a) Notice of meetings of the Board of Directors shall be delivered, telephoned, emailed, faxed, or mailed to each Director not less than five (5) days prior to the meeting.
- b) No formal notice of and meeting of the Board of Directors shall be necessary if all Directors are present or if those absent have signified their consent to the meeting being held in their absence.
- c) A meeting may also be held without notice immediately following the Annual Meeting, provided a quorum of Directors is present.

- 5.4 **Quorum** — Seven (7) shall form a quorum for the transaction of business.
- 5.5 **Voting** — Except as otherwise provided in the By-Laws or in the governing legislation, at all meetings of the Board of Directors, every question shall be decided by the majority of Directors entitled to vote and present at such meeting. However, in the event of a tie, the Chair shall be entitled to cast an additional deciding vote.
- 5.6 **Declaration of Interest** — It shall be the duty of every Director who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or proposed arrangement with the Society to declare such interest to the extent, in the manner, and at the time required by the Corporations Act (Ontario), and to refrain from voting in respect of the contract or arrangement or proposed contract or proposed arrangement.

## ARTICLE 6 — OFFICERS

- 6.1 **Officers** — The Officers shall be a President, Vice-President, Secretary and Treasurer.
- 6.2 **Duties of the President** — The President shall serve as the chief executive officer of the Society and shall chair all meetings of the Board of Directors and all meetings of Members. The President shall provide overall leadership in terms of policy and procedure and shall perform all duties incidental to such office, and shall have such powers and duties as may from time to time be assigned to the President by the Board of Directors.
- 6.3 **Duties of the Vice-President** — In the absence or disability or refusal to act of the President, the Vice-President shall be vested with all powers and shall perform all the duties of the President. Should the office of President become vacant, the Vice-President will assume that office until the next Annual General Meeting. The Vice-President shall also have such other powers and duties as may from time to time be assigned to the Vice-President by the Board of Directors.
- 6.4 **Duties of the Secretary** — The Secretary shall be clerk of the Board of Directors, and shall record or cause to be recorded all facts and minutes of those proceedings in the books kept for that purpose. The Secretary shall give all notices of meetings required to be given to Members and to Directors. The Secretary shall be custodian of the corporate seal (if any) of the Society and of all books, papers, records, correspondence and documents belonging to the Society (which shall be available to all Members at all times) and shall perform the other duties from time to time prescribed by the Board of Directors or incidental to such office.
- 6.5 **Duties of the Treasurer** — The Treasurer shall keep or cause to be kept full and accurate records of all receipts, including Membership fees, and disbursements of the Society in proper books of account and shall deposit all monies or other valuable effects

in the name and to the credit of the Society in the bank or banks from time to time to be designated by the Board of Directors. The Treasurer shall disburse the funds of the Society under the direction of the Board of Directors, take proper vouchers therefor, and shall render to the Board of Directors, whenever required of the Treasurer, an account of all such transactions as Treasurer and of the financial position of the Society.

- 6.6 **Other Officers** — The Board may appoint other officers, including without limitation, Honorary Officers and agents (and with such titles as the Board may prescribe from time to time) as it considers necessary, and all officers shall have the authority and perform the duties from time to time prescribed by the Board. The Board may also remove at its pleasure any such officer or agent of the Society. The duties of all other officers of the Society appointed by the Board or Executive Committee (if any) shall be such as the terms of their engagement call for or the Board or Executive Committee (if any) prescribes.

## ARTICLE 7 — PROTECTION AND INDEMNITY

- 7.1 **Limitation of Liability of Directors** — No Director of the Society is liable for such Director's acts, receipts, neglect, omissions, or defaults which happen in the execution of the duties of such office or in relation thereto, unless the same happens through such Director's own wilful neglect, default or dishonesty, provided that nothing herein shall relieve any Director of any liability imposed on such Director by statute or other applicable law.
- 7.2 **Indemnity of Directors** — Every Director or Past-Director of the Society and their respective heirs, executors, administrators, successors and assigns, shall be indemnified and saved harmless out of the funds of the Society from and against all costs, charges and expenses whatsoever which such Director or Past-Director sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against such Director or Past-Director in respect of any act, deed, matter or thing whatsoever made, done, omitted to be done or permitted by such Director or Past-Director, in or about the execution of the duties of such office, save for acts of omission involving such Director's or Past-Director's personal interest, wilful neglect, default, or dishonesty.
- 7.3 **Insurance** — Subject to applicable law, the Society shall purchase and maintain such insurance for the benefit of its Directors as the Board of Directors may determine.

## ARTICLE 8 — COMMITTEES

- 8.1 **Appointment** — The Board of Directors may appoint committees as it may deem necessary, from time to time, which committees may include Members and non-Members.

- 8.2 **Composition** — There shall be at least one (1) member of the Board of Directors on each committee, and the President shall be an ex-officio member of all committees.
- 8.3 **Terms of Reference** — The terms of reference of each such committee shall be those prescribed by the Board of Directors from time to time.
- 8.4 **Reports** — The Board of Directors shall consider any and all reports, representations and recommendations made to it by the committees.
- 8.5 **Rules and Procedures** — Each committee shall have power to elect its chair and to regulate its procedure. No decision of a committee shall bind the Society unless and until such decision has been approved by the Board of Directors.

## ARTICLE 9 — FINANCIAL AFFAIRS

- 9.1 **Banking Arrangements** — The Society's bank account shall be kept at such chartered banks or other financial institutions as the Board of Directors may by resolution determine.
- 9.2 **Negotiable Instruments** — Cheques on the Society's bank accounts, drafts and bills of exchange drawn or accepted by the Society, promissory notes made by it and all orders for payment of money on behalf of the Society, may be signed, drawn, accepted or made as the case may be, by such person or persons as the Board of Directors may by resolution from time to time name or prescribe for the purpose and in default of passing such resolution by any two (2) of the following: President, Vice-President, Secretary, and Treasurer.
- 9.3 **Deposits** — Bills of exchange, promissory notes, cheques or money orders may be endorsed for deposit to the credit of the Society's bank account by such persons or in such other manner as the Board of Directors may by resolution from time to time name or prescribe.
- 9.4 **Auditor** — Members may, at each annual meeting, appoint an auditor to audit the accounts of the Society. The remuneration of the auditor, if any, shall be fixed by the Board of Directors.
- 9.5 **Fiscal Year** — The financial year-end of the Society shall be August 31.
- 9.6 **Remaining Assets** — In the event of the dissolution of the Society, its property and assets, after payment of all liabilities, shall be distributed to the Grand Erie District School Board and to the Brant Haldimand Norfolk Catholic District School Board.

**ARTICLE 10 — GENERAL**

- 10.1 **Rules and Regulations** — The Board of Directors may make the rules and regulations with respect to the carrying out of the provisions of this By-Law, or the management or affairs of the Society.
- 10.2 **Execution of Documents** — Deeds, contracts, documents or any instruments in writing requiring the signature of the Society, outside the ordinary course of the Society's business, shall be signed by any two (2) of the President, Vice-President, Secretary, or Treasurer.
- 10.3 **Books and Records** — The Board of Directors shall ensure that all necessary books and records of the Society required by the By-Laws or by any applicable statute or law are regularly and properly kept.
- 10.4 **Coming into Force** — This By-Law shall come into force on the day on which it is confirmed with or without variation at an Annual or Special General Meeting of the Members duly called for the purpose.
- 10.5 **Interpretation** — In this By-Law and in all other By-Laws or resolutions of the Society, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons shall include an individual, partnership, association and body corporate.
- 10.6 **Conflicts** — In the event that any provision of this By-Law is or may be in conflict of any law of the Government of Canada or the Province of Ontario or any other government body have authority, such provision of this By-Law shall be inoperative to the extent only that the operation thereof unavoidably conflicts with such law, and shall be in all other respects in full force and effect.
- 10.7 **Amendments** — The By-Laws of the Society may be repealed, revised, amended or altered only upon due notice given to the Membership not less than thirty (30) days prior to the Annual General Meeting or such special meeting as may be called to consider the matter. A vote of two-thirds (2/3) of the Membership present and entitled to vote thereon shall be required to pass any revision or amendment. All proposed amendments shall be submitted in writing.

***ADOPTED BY THE MEMBERSHIP at a General Meeting of the Society held in <.....> on <.....>, 2013.***

**CO-OPERATIVE AGREEMENT FOR ARCHIVAL SUPPORT**

THIS AGREEMENT is made as of the ..... day of ....., 2013.

BETWEEN:

**BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD**

322 Fairview Drive - P.O. Box 217 - Brantford - Ontario - N3T 5M8  
fax no. 519-756-9913

(hereinafter referred to as "BHNCD SB")

OF THE FIRST PART

- and -

**GRAND ERIE DISTRICT SCHOOL BOARD**

349 Erie Avenue - Brantford - Ontario - N3T 5V3  
fax no. 519-756-9181

(hereinafter referred to as "GEDSB")

OF THE SECOND PART

- and -

**FRIENDS OF THE EDUCATIONAL ARCHIVES  
SERVING BRANT, HALDIMAND AND NORFOLK COUNTIES**

<.....complete address.....>

<.....fax.....>

(hereinafter referred to as the "Society")

OF THE THIRD PART

WHEREAS:

- A. BHNCD SB and GEDSB (sometimes hereinafter collectively referred to as the "Boards" or individually as a "Board") have effected the incorporation of the Society through affiliation with The Ontario Historical Society pursuant to AN ACT TO INCORPORATE THE ONTARIO HISTORICAL SOCIETY, APRIL 1899.

- B. The Society has been incorporated, inter alia, to serve as a resource centre for historical educational materials and to make them accessible to present, future and former students and staff of the Boards.
- C. The parties wish to enter into an agreement to provide for such services, on the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, and the mutual covenants contained herein, the sum of \$10.00 now paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto covenants and agrees as follows.

ARTICLE 1  
**TERM & TERMINATION**

1.1 This Agreement shall commence on <.....>, 2013, and shall expire on <.....>, 2014, unless it is renewed for successive one-year periods on such terms and conditions as may be mutually agreed to between each of the Boards and the Society no less than thirty (30) days before the expiry date.

1.2 Notwithstanding anything elsewhere herein contained, any party hereto may terminate this Agreement if another party shall be in default of any of its covenants, obligations or agreements herein contained, and such default shall continue for a period of thirty (30) days, following written notice thereof.

ARTICLE 2  
**DUTIES & OBLIGATIONS OF THE SOCIETY**

2.1 The Society covenants and agrees to faithfully perform the following duties during the term of this Agreement:

2.1.1 to accept, retain and store archival material received from each of the Boards;

2.1.2 to organize and keep an inventory of all archival material received from each of the Boards;

2.1.3 to provide displays of archival materials for school anniversaries and for school closings;

2.1.4 to provide research and information services pursuant to individual requests for research of the registers from interested individuals in the Counties of Brant, Haldimand and Norfolk; and

2.1.5 to provide such other services as may be reasonably requested from time to time by either of the Boards.

### ARTICLE 3

#### **DUTIES & OBLIGATIONS OF THE BOARDS**

3.1 Each of the Boards covenants and agrees to faithfully perform the following duties during the term of this Agreement:

3.1.1 to provide funding to the Society for the first year of the term of this Agreement in the amount of \$2,500.00 (inclusive of H.S.T., if applicable), and thereafter, to provide an equal amount of annual funding to the Society in an amount to be determined annually, subject to the availability of same, each year during the term of this Agreement; and

3.1.2 to actively promote and encourage the use of the Society.

3.2 GEDSB covenants and agrees to enter into a licence agreement with the Society to provide space within a portable structure, including utilities and maintenance, to allow for the establishment of an Archives Centre, which licence agreement will be co-terminous with this Agreement. Although the 2012-13 cost for this space is estimated at \$2,600.00, the GEDSB will provide the space at no charge, as an in-kind donation to the Society that will facilitate the performance of its duties to each of the Boards.

3.3 BHCNDSB covenants and agrees to provide such in-kind goods and services as may be mutually agreed to by each of the Boards that will facilitate the performance of the Society's duties to each of the Boards.

ARTICLE 4  
**MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF  
PRIVACY ACT ("MFIPPA") RECORDS AND COMPLIANCE**

4.1 For the purposes of this Agreement, "Record" means any recorded information in the custody or control of either of the Boards, including Personal Information (which for the purposes of this Agreement means recorded information about an identifiable individual or that may identify an individual), in any form: (a) provided by either Board to the Society, or provided by the Society to either Board, for the purposes of this Agreement; or (b) created by the Society in the performance of this Agreement. Each of the Boards and the Society acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Society agrees:

4.1.1 to keep Records secure;

4.1.2 to endeavour to provide Records to either of the Boards within ten (10) business days of being directed to do so by either of the Boards for any reason including an access request or privacy issue;

4.1.3 not to access any Personal Information unless either of the Boards determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the services;

4.1.4 not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by either of the Boards;

- 4.1.5 to ensure the security and integrity of Personal Information and keep it in a physically secure location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- 4.1.6 to restrict access to Personal Information to those of its directors, officers, governors, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the services and who have been specifically authorized by either of the Boards to have such access for the purpose of providing the services;
- 4.1.7 to implement other specific security measures that in the reasonable opinion of either of the Boards would improve the adequacy and effectiveness of the Society's measures to ensure the security and integrity of Personal Information and Records generally; and
- 4.1.8 that any confidential information supplied to the Supplier may be disclosed by either of the Boards where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding.

## ARTICLE 5 **FORCE MAJEURE**

5.1 Notwithstanding anything elsewhere herein contained, no party shall be responsible to the other parties for failure to carry out its duties and obligations as a result of Force Majeure. For the purposes of this Agreement, Force Majeure means any cause beyond the reasonable control of a party including, without limitation, fire, explosion, natural disaster, power failure, acts of God, military action or actions of public enemies, or any act or omission under any law, order, regulation, rule or requirement of any court, governmental or public authority or legal body having jurisdiction, or any labour action (such as strikes, slowdowns, picketing or boycotts).

In no event shall lack of money, insolvency, any act of bankruptcy or any act or omission of a party claiming Force Majeure be an event of Force Majeure.

ARTICLE 6  
**RELATIONSHIP OF THE PARTIES**

6.1 The parties hereto agree that each is an independent contractor and not the agent, or other representative of any other party hereto, and that no party has authority to enter into any contract, assume any obligations or give any warranties or representations on behalf of any other party. Nothing in this Agreement shall be construed to create a relationship of partners, joint venturers, fiduciaries, or any other similar relationship between the parties.

ARTICLE 7  
**SEVERABILITY**

7.1 Should any provision of this Agreement be found to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 8  
**GOVERNING LAW & DISPUTE RESOLUTION**

8.1 The laws of the Province of Ontario and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this Agreement. The parties hereby consent and submit to the jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under this Agreement. Any dispute between the parties which cannot be resolved amicably shall be referred to mediation for resolution prior to court proceedings.

ARTICLE 9  
**ENTIRE AGREEMENT**

9.1 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations

and discussions, whether oral or written, of the parties hereto, and there are no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein. This Agreement may be changed only by written amendment signed by all parties.

ARTICLE 10  
**CONSENT TO BREACH NOT WAIVER**

10.1 No provision of this Agreement shall be deemed to be waived and no breach shall be deemed to be excused unless such waiver or consent is in writing and signed by the party said to have waived or consented. No consent by any party to, or waiver of, a breach of any provision by another party shall constitute consent to, or waiver of, any different or subsequent breach

ARTICLE 11  
**NOTICES**

11.1 Any notice, document or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if sent by prepaid mail, if delivered personally, or if sent by e-mail or facsimile transmission to the address of the other parties specified on the face of this Agreement. Any such notice, if mailed, shall be deemed to have been given on the fifth business day following such mailing, or if delivered personally or sent by facsimile transmission, shall be deemed to be given on the first business day following such delivery or transmission, provided that in the event of a disruption in postal service, any notice so mailed shall be deemed to have been delivered on the fifth business day following the resumption of regular postal service. Each of the parties hereto shall be entitled to specify a different address for purposes of this section only, by giving notice in accordance with the terms hereof.

ARTICLE 12  
**COUNTERPARTS**

12.1 This Agreement may be executed by the parties hereto in separate counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED and DELIVERED  
in the presence of



**Brant Haldimand Norfolk Catholic  
District School Board**

Per:

.....

Name:

Title:



**Grand Erie District School Board**

Per:

.....

Name:

Title:



**Friends of the Educational  
Archives Serving Brant,  
Haldimand and Norfolk Counties**

Per:

.....

Name:

Title:

.....

Name:

Title:

## REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD COMMITTEE OF THE WHOLE

Prepared by: Tom Grice, Superintendent of Business & Treasurer  
Presented to: Committee of the Whole  
Submitted on: February 19, 2013  
Submitted by: Chris Roehrig, Director of Education & Secretary

### SURPLUS ACCOMMODATION – GRAND ERIE DISTRICT SCHOOL BOARD

Public Session

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#### **BACKGROUND INFORMATION:**

In accordance with Regulation 444/98 under the Education Act, the Grand Erie District School Board has issued a proposal to certain publicly-funded organizations to dispose of property which they have declared surplus. The Grand Erie District School Board has requested that we reply within 90 calendar days regarding our interest in the property.

#### **DEVELOPMENTS:**

The properties which the Grand Erie District School Board has declared as surplus are:

- Former Coronation Public School, 54 Ewing Drive, Brantford, Ontario
- Former Dunnville Central Public School, 121 Alder Street West, Dunnville, Ontario

The Board does not have need of elementary student accommodation in these areas; therefore, Administration recommends that the Board advises the Grand Erie District School Board that we have no interest in these properties.

#### **RECOMMENDATION:**

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board advises the Grand Erie District School Board that the Brant Haldimand Norfolk Catholic District School Board has no interest in the following properties:

- Former Coronation Public School, 54 Ewing Drive, Brantford, Ontario
- Former Dunnville Central Public School, 121 Alder Street West, Dunnville, Ontario



**2012-13**  
**Trustee Meetings and Events**

<b>Date</b>	<b>Time</b>	<b>Meeting/Event</b>	<b>New / Revised</b>
February 26, 2013	1:00 pm	STSBHN Governance Mtg.	
<b>February 26, 2013</b>	<b>7:30 pm</b> 8:30 pm	<b>Board Meeting</b> Policy Committee Mtg.	<b>NEW</b>
February 28, 2013 (March 5 – <i>canc.</i> )	1:00 pm	Executive Council Mtg.	<b>NEW</b>
<i>March 11 – 15, 2013</i>		<i>MARCH BREAK</i>	
<b>March 19, 2013</b>	<b>7:30 pm</b>	<b>Committee of the Whole</b>	
March 20, 2013	7:00 pm	SEAC Meeting	
<b>March 26, 2013</b>	7:30 pm	<b>Board Meeting</b> Policy Committee Mtg,	<b>NEW</b>
March 27, 2013	<i>RESERVED</i>	<i>Generic Board Committees Meeting Day</i>	
April 9, 2013	9:00 am	Executive Council Mtg.	
April 10, 2013	7:00 pm	SEAC Meeting	
<b>April 16, 2013</b>	<b>7:30 pm</b>	<b>Committee of the Whole</b>	
<b>April 23, 2013</b>	<b>7:30 pm</b>	<b>Board Meeting</b> Policy Committee Mtg.	<b>NEW</b>
April 24, 2013	<i>RESERVED</i>	<i>Generic Board Committees Meeting Day</i>	
May 1 – 3, 2013		Board Art Show	
May 2 - 4, 2013		OCSTA AGM	
<i>May 5 – 10, 2013</i>		<i>Catholic Education Week</i>	
May 7, 2013	6:00 pm 6:30 pm	Celebration of the Arts – art viewing Celebration of the Arts - performances	
May 9, 2013	5:00 pm	Catholic Student Leadership Awards; with Bishop Bergie	
May 15, 2013	3:00 pm	Executive Council Mtg.	
May 15, 2013	7:00 pm	SEAC Meeting	
<b>May 21, 2013</b>	<b>7:30 pm</b>	<b>Committee of the Whole</b>	
May 22, 2013	<i>RESERVED</i>	<i>Generic Board Committees Meeting Day</i>	
May 28, 2013	1:00 pm	STSBHN Governance Mtg.	
<b>May 28, 2013</b>	<b>7:30 pm</b>	<b>Board Meeting</b>	
June 6-8, 2013		CCSTA Convention	
June 13, 2013	2:00 pm	Executive Council Mtg.	
June 12, 2013	<i>RESERVED</i>	<i>Generic Board Committees Meeting Day</i>	
June 12, 2013	7:00 pm	SEAC Meeting	
<b>June 18, 2013</b>	<b>7:30 pm</b>	<b>Committee of the Whole</b>	
<b>June 25, 2013</b>	<b>7:30 pm</b>	<b>Board Meeting</b>	
June 27, 2013	4:00 pm	Assumption College Graduation	<b>NEW TIME</b>
June 27, 2013	6:30 pm	Holy Trinity Graduation	
June 27, 2013	7:00 pm	St. John's College Graduation	