

Board Meeting Tuesday, May 27, 2014 ♦ 7:00 p.m. Boardroom

Members: Trustees:

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

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)

1. Opening Business

- 1.1 Opening Prayer
 - Memorial Statement for Ariane Young, student, Assumption College School
- 1.2 Attendance
- **1.3** Approval of the Agenda
- **1.4** Declaration of Interest

2. Presentations

The Board will recognize the 2014 Provincial Mock Trial Champions from Assumption College School: Jaycee Alford, Collin Allardyce, Georgia Athanasiou, Emily Conte, Mihai Dumbrava, Sonja Vandenenden, Katie Vezina (students); Carissa Engell, Jennifer Tunnicliffe (staff advisors).

3. Delegations - Nil

4. Consent Agenda

| 4.1 Approval of Board Meeting Minutes – April 22, 2014 | Pages 4-6 |
|---|-----------|
| | |

5. Committee and Staff Reports

 Unapproved Minutes and Recommendations from the Committee of the Whole Pages 7-12 Meeting – May 20, 2014 Presenter: Rick Petrella, Vice Chair of the Board

Pages 1-3



- Joint Use of Facilities Agreement with the Grand Erie District School Board and the Corporation of the City of Brantford (pgs. 13-54)
- Excursion Northern Italy (pg. 55)
- Excursion Brooklyn, NY (pg. 56)
- Excursion London, Paris and Barcelona (pg. 57)
- Excursion New York City, NY (pg. 58)
- **5.2** Mental Health Strategy Presenter: Bill Chopp, Superintendent of Education
- **5.3** Architect Selection Blessed Sacrament School *(to be distributed)* Presenter: Tom Grice, Superintendent of Business & Treasurer
- **5.4** Student Trustee Update Presenter: Georgia Athanasiou, Student Trustee

6. Information and Correspondence

7. Notices of Motion

THAT the Board refers consideration of including *Business Arising* in its public and in-camera Committee of the Whole and Board agendas to a future Policy Committee meeting as this will require a change to the Board By-Laws, Section 7.1, Order of Business.

Moved by: June Szeman

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



Board Meeting Tuesday, April 22, 2014 ◆ 7:00 pm Boardroom

| | Trustees: |
|----------|--|
| Present: | June Szeman (Chair), Rick Petrella (Vice Chair), Dennis Blake, Cliff Casey, Dan Dignard, |
| | Bonnie McKinnon, Georgia Athanasiou (Student Trustee) |

Absent:

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)

1. Opening Business

1.1 Opening Prayer

The meeting was opened with prayer led by Trustee Petrella.

1.2 Attendance – As noted above.

1.3 Approval of the Agenda

Moved by: Rick Petrella Seconded by: Dan Dignard THAT the Brant Haldimand Norfolk Catholic District School Board approves the agenda of the April 22, 2014 meeting, as amended. **Carried**

- **1.4 Declaration of Interest** Nil
- 2. **Presentations** Nil
- 3. Delegations Nil

4. Consent Agenda

- **4.1** THAT the Brant Haldimand Norfolk Catholic District School Board approves the minutes of the March 25, 2014 meeting.
- **4.2** THAT the Brant Haldimand Norfolk Catholic District School Board receives the unapproved minutes of the Committee of the Whole Meeting of April 15, 2014.
- **4.3** THAT the Brant Haldimand Norfolk Catholic District School Board amends the dates of the excursion request from St. John's College to Glasgow, Scotland from Friday, March 13, 2015 to Sunday, March 22, 2015.



Moved by: Dan Dignard Seconded by: Dennis Blake THAT 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 Dual Credit Programs

Superintendent McKinnon briefly reviewed the history of the Dual Credit Programs offered through the Student Success initiative, which provide students with the opportunity to take college or apprenticeship courses that count towards the Ontario Secondary School Diploma (OSSD), as well as a post-secondary certificate, diploma, degree or Certificate of Apprenticeship. He added that Team Taught Dual Credits, introduced at all three secondary schools in semester two, have both a college and secondary school teacher co-teach course content at the secondary school location. He introduced Terre Slaght, Principal of Continuing Education responsible for the Dual Credits program, who in turn introduced the secondary school and Mohawk/Fanshawe college teachers and student representatives who were in attendance. Trustees were invited to visit the displays for the Woodworking, Audio Concepts/Media, Welding, and Hospitality Team Taught Dual Credit programs and to talk to the students about the programs. Following the displays, several Trustee inquiries and points of interest were addressed. Chair Szeman expressed the Board's appreciation to the students and staff for their informative displays and for sharing their learning experiences with Board members.

Moved by: Dennis Blake Seconded by: Bonnie McKinnon

THAT the Brant Haldimand Norfolk Catholic District School Board receives the Dual Credit Programs report.

Carried

5.2 Student Trustee Report

Student Trustee Athanasiou brought trustees up to date on plans for the May Student Leadership Symposium, as well as the upcoming province-wide student mass. In addition to her updates on the secondary school Lenten projects and upcoming school activities, she advised that Assumption College and St. John's College students had assisted with the planting of 10,000 trees at Braneida Business Park on Earth Day, and that the Assumption College School Mock Trial team had recently won the OBA Provincial Mock Trial Championship. Chair Szeman extended the Board's heartfelt thanks to all secondary students and staff for their social consciousness and commendable works of charity.

Moved by: Rick Petrella Seconded by: Cliff Casey THAT the Brant Haldimand Norfolk Catholic District School Board receives the Student Trustee report. **Carried**

6. Information and Correspondence - Nil



7. Notices of Motion – Nil

8. Trustee Inquiries

Trustee Dignard expressed his disappointment in the Catholic School Funding mini-series which recently aired on CTV Kitchener. Director Roehrig advised that the Waterloo Catholic District School Board did provide feedback to CTV.

9. Business In-Camera

Moved by: Rick Petrella Seconded by: Bonnie McKinnon THAT the Brant Haldimand Norfolk Catholic District School Board moves to an in-camera session. **Carried**

10. Report on the In-Camera Session

Moved by: Rick Petrella Seconded by: Dan Dignard THAT the Brant Haldimand Norfolk Catholic District School Board approves the business of the in-camera session. **Carried**

11. Future Meetings

A listing of upcoming meetings and events was reviewed.

12. Closing Prayer

A closing prayer was recited in unison.

13. Adjournment

Moved by: Rick Petrella Seconded by: Bonnie McKinnon

THAT the Brant Haldimand Norfolk Catholic District School Board adjourns the meeting of April 22, 2014. **Carried**

RECOMMENDATIONS FOR THE BOARD FROM THE COMMITTEE OF THE WHOLE

May 20, 2014

| AGENDA ITEM | MOTION |
|----------------|---|
| 5.1 | THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the Joint Use Agreement with the Grand Erie District School Board and the Corporation of the City of Brantford. |
| 5.5 | THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from Assumption College School for an excursion to Northern Italy from Friday, March 13, 2015 to Sunday, March 22, 2015. |
| 5.6 | THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from Assumption College School for an excursion to Brooklyn, New York from Thursday, October 23 to Monday, October 27, 2014. |
| 5.7 | THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from St. John's College for an excursion to London, Paris and Barcelona from Saturday, March 14, 2015 to Sunday, March 22, 2015. |
| 5.8 | THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from St John's College for an excursion to New York City, New York from Saturday, March14 to Tuesday, March 17, 2015. |

RECOMMENDATION:

THAT the Brant Haldimand Norfolk Catholic District School Board receives the unapproved minutes of the Committee of the Whole Meeting of May 20, 2014.

THAT the Brant Haldimand Norfolk Catholic District School Board approves the recommendations of the Committee of the Whole Meeting of May 20, 2014.



Committee of the Whole Tuesday, May 20, 2014 ♦ 7:00 pm Boardroom

Trustees:Present:June Szeman (Chair), Rick Petrella (Vice Chair), Dennis Blake, Cliff Casey, Dan Dignard,
Bonnie McKinnon, Georgia Athanasiou (Student Trustee)

Absent:

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)

1. Opening Business

1.1 Opening Prayer

The meeting was opened with prayer led by Trustee Dignard.

1.2 Attendance – As noted above.

1.3 Approval of the Agenda

Moved by: Cliff Casey Seconded by: Bonnie McKinnon THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board approves the agenda of the May 20, 2014 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 April 15, 2014 meeting.
- **4.2** THAT the Committee of the Whole refers the unapproved minutes of the Budget Committee meeting of April 23, 2014 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 May 12, 2014 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 Budget Committee meeting of May 13, 2014 to the Brant Haldimand Norfolk Catholic District School Board for receipt.

Moved by: Dan Dignard Seconded by: Bonnie McKinnon

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 Joint Use of Facilities Agreement with the Grand Erie District School Board and the Corporation of the City of Brantford

Superintendent Grice presented a revised Joint Use of Facilities Agreement, which will replace the current agreement that dates back approximately 25 years. He provided an overview of the main revisions, some of which are as a result of the Ministry of Education's Community Use of Schools initiative that was introduced approximately five years ago. Trustee questions with respect to the use and maintenance of indoor and outdoor facilities, Joint Use Committee and Advisory Group membership, and next steps with respect to developing similar agreements with the Brant, Haldimand, and Norfolk counties were addressed by Superintendent Grice. Chair Szeman expressed the Board's appreciation to Superintendent Grice and staff for their work and diligence through the lengthy and detailed revision process.

Moved by: Rick Petrella Seconded by: Dan Dignard

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the Joint Use Agreement with the Grand Erie District School Board and the Corporation of the City of Brantford. **Carried**

5.2 School Cash Online

Superintendent Grice provided an update on the School Cash Online initiative, which was introduced with three pilot schools two years ago, and has since been expanded to include all schools. School Cash Online offers parents a secure and convenient method of making online payments for their child(ren)'s school expenses and has been relatively well received across the system. Promotional efforts continue with the goal of increasing the usage over the course of the next year.

Moved by: Dennis Blake Seconded by: Bonnie McKinnon THAT the Committee of the Whole refers the School Cash Online report to the Brant Haldimand Norfolk Catholic District School Board for receipt. **Carried**



5.3 Leadership Update – Cognitive Coaching Training

Superintendent McKinnon provided an update on the eight-day Cognitive Coaching training program that a large number of school principals, one teacher and one manager have taken over the course of this year. The program, which focuses on improving thinking skills, leadership performance, and personal growth planning, ties in well with the provincial leadership framework and has been recognized at the provincial level.

Moved by: Rick Petrella

Seconded by: Cliff Casey

THAT the Committee of the Whole refers the Leadership Update: Cognitive Coaching Training report to the Brant Haldimand Norfolk Catholic District School Board for receipt. **Carried**

5.4 Student Achievement Leadership Training (SALT) 2014

Superintendent McKinnon reviewed the highlights of this spring's five-session Student Achievement Leadership Training program, a voluntary professional development series designed to build leadership capacity to improve student achievement and offered to staff system-wide. The program complemented the Board Leadership Development Strategy (BLDS).

Moved by: Bonnie McKinnon

Seconded by: Dennis Blake

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board receives the Student Achievement Leadership Training (SALT) 2014 report.

Carried

5.5 Excursion – Northern Italy

Superintendent Chopp presented a request from Assumption College School for approximately 31 Senior Art-History students to travel to Northern Italy in order to gain a deeper understanding into the rich art, culture, faith and history of that area.

Moved by: Rick Petrella Seconded by: Dan Dignard

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from Assumption College School for an excursion to Northern Italy from Friday, March 13 to Sunday, March 22, 2015. **Carried**

5.6 Excursion – Brooklyn, NY

Superintendent Chopp presented a request from Assumption College School for approximately eight students to represent Canada at the Empire New York's World Championship Mock Trial. Participants will learn about the rules of law, experience different legal systems, and meet fellow young people from diverse countries and cultural backgrounds.

Moved by: Dennis Blake

Seconded by: Rick Petrella

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from Assumption College School for an excursion to Brooklyn, New York from Thursday, October 23 to Monday, October 27, 2014. **Carried**



5.7 Excursion – London, Paris and Barcelona

Superintendent Chopp presented a request from St. John's College for approximately 30 Grades 10-12 students to travel to London, Paris and Barcelona to gain a deeper understanding into the rich art, culture and history of these major cities.

Moved by: Dan Dignard

Seconded by: Bonnie McKinnon

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from St. John's College for an excursion to London, Paris and Barcelona from Saturday, March 14 to Sunday, March 22, 2015. **Carried**

5.8 Excursion – New York City, NY

Superintendent Chopp presented a request from St. John's College for approximately 45 students to visit New York City and experience the creative power of live theatre in terms of staging and performance.

Moved by: Rick Petrella

Seconded by: Bonnie McKinnon

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from St John's College for an excursion to New York City, New York from Saturday, March14 to Tuesday, March 17, 2015. **Carried**

6. Information and Correspondence

Chair Szeman expressed appreciation from Michael Salvatore to trustees for the opportunity to present an update on the work of the Ontario College of Teachers to the Board last month. She also commented on several recent system and school events that she and other trustees have recently attended including school anniversary and closing celebrations, the Province Wide Student Mass, Celebration of the Arts, the Catholic Student Leadership Awards, and Breakfasts of Champions held at all three secondary schools.

Director Roehrig provided trustees with a copy of the YouCat Prayer Book, which is an excellent resource for daily prayer. He also drew attention to an online poll (BayToday.ca) with respect to the one-school system controversy.

Moved by: Dan Dignard Seconded by: Dennis Blake 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

Trustee Petrella received confirmation that there will be two Policy Committee meetings: May 27 and June 24, 2014. He expressed his concern over the number of consecutive meetings scheduled on May 27, which was noted as a consideration for future scheduling.

9. Business In-Camera

Moved by: Dan Dignard Seconded by: Dennis Blake THAT the Committee of the Whole of the Brant Haldimand Norfolk Catholic District School Board moves to an In-Camera Session. **Carried**

10. Report on the In-Camera Session

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

The list of upcoming meetings was reviewed.

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 May 20, 2014. **Carried**

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

Prepared by:Thomas R. Grice, Superintendent of Business & TreasurerPresented to:Committee of the WholeSubmitted on:May 20, 2014Submitted by:Chris N. Roehrig, Director of Education & Secretary

JOINT USE OF FACILITIES AGREEMENT WITH THE GRAND ERIE DISTRICT SCHOOL BOARD AND THE CORPORATION OF THE CITY OF BRANTFORD Public Session

BACKGROUND INFORMATION:

The Board has had an *Agreement for the Joint Use of Facilities* for approximately 25 years with the Corporation of the City of Brantford and the Grand Erie District School Board (and its predecessor, The Brant County Board of Education), which provides for the sharing of facilities between the three organizations. The Agreement has provided opportunities for the Board to use City-owned facilities at a reduced cost and for the City to use Board-owned facilities at little or no cost. There is a committee of representatives from each organization that oversee issues and amendments to the Agreement. The trustee members for the Joint Use Committee are June Szeman and Rick Petrella. The Agreement was last reviewed by the Board in 2008 and 2011; however, changes were minor in nature.

Since the previous amendments, the Ministry of Education has introduced the *Community Use of Schools* initiative, whereby the province provides funding to school boards to offset costs of allowing community groups to use school board facilities at reduced costs. The impact of this initiative, i.e., costs, nuances, implications, etc., was taken into consideration during the update of the Joint Use of Facilities Agreement.

DEVELOPMENTS:

The Agreement is comprised of the core body and Schedules as follows:

Schedule "A" - Joint Use Committee Terms of Reference

- Schedule "B" List of City-Owned Facilities
- Schedule "C" List of School Board-Owned Facilities
- Schedule "D" Grand Erie District School Board Additional Conditions of Use
- Schedule "E" Brant Haldimand Norfolk Catholic District School Board Additional Conditions of Use
- Schedule "F" Sanderson Centre Conditions of Use

The above-listed Schedules form an integral part of this Agreement as if the terms contained therein were incorporated into the body of the Agreement.

A summary of the key points in the Agreement follow:

<u>General</u>

- This four-year Agreement begins July 1, 2014 and shall automatically renew for an additional four-year term; with provisions for termination by giving notice.
- The School Boards are granting use of our schools, in defined rooms and areas, as per Schedule "C" to the City, its Affiliated Groups and Neighbourhood Associations for their use in providing sport, recreational or cultural opportunities to the general public and to host community meetings during the times specified in the Agreement.
- The City is offering a reciprocal arrangement to the School Boards.
- Generally, there shall be no costs associated with providing each party access to the other's facilities; however, there are exceptions. Fees may be charged for direct costs associated with the use of the facilities including, but not limited to, rental fees for equipment not currently in the inventory, staffing costs for lifeguards, instructors and custodial staff, or costs when a party member's user is the only group in the facility and staffing is required.

Outdoor Facilities

- City-owned outdoor facilities, with the exception of Harmony Square and Woodman Outdoor Pool, shall be made available to the School Boards at no charge until 5:59 p.m., Monday through Friday. The City's facilities, which are available for Board use, are indicated as per Schedule "B".
- The City has use of the School Boards outdoor facilities (fields) after 6:00 p.m., Monday through Friday and at any time on Saturday or Sunday. The City typically uses only Assumption College School. The City will be responsible for the booking of this field to users and they will recover any rental income. In exchange for the use of this field, the City will provide grass cutting, fertilization, aeration, sprinkler start-up / shut-down and maintenance of the irrigation system. Annual top dressing will be performed in the fall by the City, where required. Major turf repairs will not be included. Regular cleaning / maintenance of the field house and washrooms, and field lighting, will be performed by the City.
- The Principal of the applicable School Board facility is authorized to make decisions with
 respect to the continued use of School Board-owned outdoor facilities during inclement
 weather. Likewise, the Director of Parks for the City of Brantford is authorized to make
 decisions with respect to the continued use of City-owned outdoor facilities during inclement
 weather. If the School Board deems that a field requires major repairs and is no longer
 available, the decision of the School Board to close a field shall govern.

Indoor Facilities

- The City's indoor facilities shall be made available to the Schools Boards at no charge from 8:30 a.m. to 4:30 p.m., Monday to Friday, with the exception of the Wayne Gretzky Sports Centre, which shall be made available from 6:00 a.m. to 4:30 p.m., Monday to Friday, and the Civic Centre and Lions Park Arena, which shall be made available from 7:00 a.m. to 4:30 p.m., Monday to Friday.
- School Board schools and their facilities shall be made available to the City and its Users free of charge after 6:00 p.m., Monday to Friday and upon request on Saturday and Sunday, beginning the first Tuesday after Labour Day to the final day of school and upon request during summer months.

Use of Equipment

- Equipment used in connection with their respective indoor facilities will be made available for the use and benefit of the other Parties and their Users. However, floor hockey, ball hockey or other sports involving similar sticks will only be permitted in designated indoor facilities as established in Schedule "C", to prevent damage to the said facilities.
- The cost of repair or replacement of any equipment damaged by a Party, or their respective Users, shall be the sole responsibility of that Party. Without limiting the generality of the foregoing, the City and the School Boards retain the right to arrange for the replacement of and / or make repairs to their own equipment and to charge the cost of the repair or replacement to the Party or User responsible for said damage.

Maintenance

All costs of maintenance, capital repairs, and improvements to the facilities shall be the
responsibility of the Owner of the facility, unless otherwise provided for in the Agreement.
The Owner of an outdoor facility shall be required to maintain all playgrounds and other
equipment located on its property in a safe condition. The Owner of any outdoor facility, and
the Party responsible for maintaining the outdoor facility, shall be equally responsible for
field inspections and safety.

Dispute Resolution

 In the event of a dispute with respect to any matter arising out of this Agreement, such dispute shall be brought to the respective School Board Superintendents and Director of Parks or Director of Recreation for the City, as the case may be. If the dispute is still not able to be resolved, it shall be referred to the Joint Use Committee for resolution. If the Joint Use Committee cannot resolve the dispute, such dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1991.

Insurance and Indemnification

• All provisions within Section 12.0, Insurance and Indemnification, of this Agreement have been reviewed by the Ontario School Boards' Insurance Exchange (OSBIE) on behalf of the School Boards.

This Agreement has been reviewed by legal counsel for the School Boards.

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the Joint Use Agreement with the Grand Erie District School Board and the Corporation of the City of Brantford.

AGREEMENT FOR THE JOINT USE OF FACILITIES MADE THIS _____ DAY OF _____ 2014.

BETWEEN:

THE GRAND ERIE DISTRICT SCHOOL BOARD

(hereinafter called the "GEDSB") OF THE FIRST PART;

- and -

THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD (hereinafter called the "BHNCDSB") OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF BRANTFORD

(hereinafter called the "City") OF THE THIRD PART

WHEREAS the City intends to construct, develop, operate and maintain recreational facilities and to organize and administer public recreational programs for its residents; and

WHEREAS the School Boards have adopted a policy of school and grounds use by the community, provided there is no conflict with the operation of school activities; and

WHEREAS the City and the School Boards understand that shared use of facilities will not always be fair for each party and that the parties will incur additional costs as a result of this Agreement which is intended for the betterment of the community and its citizens; and

WHEREAS the City and School Boards established a "Joint Use Committee" for the purpose of achieving the maximum benefit of City and School Board facilities for use by the community;

WHEREAS the parties wish to enter into an agreement respecting the shared use and maintenance of certain facilities;

WHEREAS there is a Community Use of Schools Program in effect for both School Boards which allows access to local schools by community groups;

WHEREAS there is a City of Brantford Affiliation Policy and a Neighbourhood Association Policy that recognizes community groups affiliated with the City;

NOW THEREFORE, in consideration of the mutual covenants contain herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 INTERPRETATION

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 **"Affiliated Groups**" means those groups identified in the City's Affiliation Policy as amended from time to time;
- 1.2 "After School Program" means the after school recreational program organized by the City for the benefit of children and youth and delivered at various schools in the City of Brantford;
- 1.3 "Agreement" means this agreement for the joint use of Facilities made between the Parties;
- 1.4 "**City Users**" means Affiliated Groups, Neighbourhood Associations and all participants of City-run programs within the City of Brantford and, for clarification, participants of City-run programs shall have the right to access the Facilities for the purpose of participating in City-run programs at the Facilities owned by the School Boards (individually or collectively) but shall not have the right to book the Facilities unless said right is expressly granted herein;
- 1.5 **"Equipment**" means the equipment owned by any of the Parties and made available for use by the Parties and their respective Users at the Facilities;
- 1.6 "**Facilities**" means both Indoor Facilities and Outdoor Facilities and Facility shall have a corresponding meaning;
- 1.7 "**Indoor Facilities**" means the indoor pools, arenas, community centres, theatres, multi-purpose rooms, schools and gymnasiums owned by or under the control of the Parties and set out in Schedules "B" and "C" attached hereto;
- 1.8 **"Neighbourhood Associations"** means neighbourhood associations recognized by the City pursuant to its policy with respect to neighbourhood associations, as amended from time to time;

- 1.9 "**Outdoor Facilities**" means the Woodman outdoor pool, playgrounds, fields, outdoor grounds of community centres, and parks owned by or under the control of the Parties and set out in Schedules "B" and "C" attached hereto;
- 1.10 "School Boards" means the GEDSB and the BHNCDSB together;
- 1.11 **"School Board Users**" means the Trustees, principals, teachers, and students of the schools within the GEDSB and BHNCDSB;
- 1.12 "**Term**" means the term of this Agreement as set out in section 3.1;
- 1.13 "**Owner**" means the Party who owns a particular Facility;
- 1.14 "**Parties**" means, collectively, the GEDSB, BHNCDSB and the City, and their respective heirs, employees, Trustees, Mayor, Councillors, successors and assigns;
- 1.15 "**Parkade**" means the parking garage located on Market Street in Brantford and owned and operated by the City;
- 1.16 "**Party**" means any one of the GEDSB, BHNCDSB or the City;
- 1.17 "User(s)" means persons or groups permitted or entitled to use a Facility pursuant to this Agreement, including City Users and School Board Users, as the case may be.

Headings

1.18 Section headings are not to be considered part of this Agreement, are included solely for the convenience of reference, and are not intended to be full or accurate descriptions of the contents thereof. This Agreement shall be construed with all changes in number and gender as may be required by the context.

Without Limiting Generality

1.19 Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.

2.0 PURPOSE AND ADMINISTRATION

- 2.1 The purpose of this Agreement is to regulate the shared use, among the Parties and their Users, of the Facilities identified in this Agreement and set out in Schedules "B" and "C" attached hereto.
- 2.2 This Agreement shall be administered by a Joint Use Committee. The Joint Use Committee shall meet at least once annually. The composition and terms of reference of the Joint Use Committee are set out in Schedule "A" attached hereto.

2.3 The following Schedules are an integral part of this Agreement and form part of this Agreement as if the terms contained therein were incorporated into the body of this Agreement:

Schedule "A" – Joint Use Committee Terms of Reference Schedule "B" – List of City owned Facilities Schedule "C" – List of School Board Owned Facilities Schedule "D" – GEDSB Additional Conditions of Use Schedule "E" – BHNCDSB Additional Conditions of Use Schedule "F" – Sanderson Centre Conditions of Use

3.0 TERM

- 3.1 This Agreement shall commence as of the date first written above, shall continue until June 30, 2019, and shall automatically renew for an additional four (4) year term, unless otherwise terminated in accordance with its provisions or where notice is provided pursuant to section 3.2 below.
- 3.2 Any Party may provide notice to each of the other Parties of its intention not to renew this Agreement, so long as said notice is provided no later than ninety (90) days prior to the end of the Term. Should said notice be provided in accordance with this section, this Agreement shall automatically terminate on June 30, 2019 with no renewal thereof.
- 3.3 In the event that the Parties are unable to reach a new agreement prior to the last day of the Term or any renewal thereof, but the Parties have entered good faith negotiations, the Parties may agree to extend this Agreement on a month to month basis, on the same terms and conditions as set out herein, until such time as a renewal agreement or new agreement is executed by the Parties, or until such time as this Agreement is otherwise terminated in accordance with its terms.
- 3.4 Any Party may terminate this Agreement at any time by giving no less than six (6) months' written notice of such termination to each of the other Parties.

4.0 GRANT OF LICENCE

- 4.1 The School Boards hereby grant a licence to the City and City Users by way of a non-exclusive right to enter upon and use the Facilities set out in Schedule "C", during the times specified in this Agreement, which licence is granted for the purpose of assisting the City, its Affiliated Groups and Neighbourhood Associations, in providing sports, recreational or cultural opportunities to the general public, and to host community meetings. Either of the School Boards may amend and update Schedule "C", at any time, from time to time upon three (3) months' notice to the City of its intention to do so and upon the written consent of the City to said changes.
- 4.2 The City hereby grants a licence to the School Boards and School Board Users by way of a nonexclusive right to enter upon and use the Facilities set out in Schedule "B", during the times as specified in this Agreement, for the purpose of the School Boards providing sports, recreational and cultural opportunities to their respective students. The City may amend and update Schedule "B", at

any time, from time to time, upon three (3) months' notice to the School Boards of its intention to do so, and upon the written consent of the School Boards to said changes.

- 4.3 Notwithstanding 4.1 and 4.2 above, after each Party has booked their own programs and activities at their respective Facilities, the other Party and their Users shall have priority use of the Facilities in accordance with the terms and provisions of this Agreement.
- 4.4 The Parties acknowledge that changes or alterations to the licensed portions of the Facilities will impact the licensed activities of the Parties; therefore, the Parties agree to provide each other Party to this Agreement with not less than three (3) months' advance notice of any planned construction, or permanent change or alteration to the licensed areas of the Facilities that may interrupt or diminish any other Party's use of the licensed areas. Notwithstanding the foregoing, each Party may commence emergency repairs and/or construction without prior notice to the other Parties, but must provide notice to the other Parties of said emergency repairs and/or construction.
- 4.5 Unless otherwise specifically provided for in this Agreement, or set out in a Schedule to this Agreement, there shall be no cost associated with the licenses granted in sections 4.1 and 4.2 above. Without limiting the generality of the foregoing, the School Boards agree to waive any and all permit fees for use of the Facilities by the City and City Users, and the City agrees to waive rental permit fees with respect to use of the Facilities by the School Boards and School Board Users, unless otherwise specified herein. Notwithstanding the foregoing, nothing in this Agreement shall in any way limit the City's ability to charge the School Boards or School Board Users fees associated with other permits or permissions granted by the City, including, but not limited to, fees for business licences, building permits, lottery licences, liquor licences, or planning approvals.
- 4.6 Notwithstanding section 4.5 above, fees may be charged for direct costs associated with use of the Facilities, including, but not limited to, rental fees for equipment not currently in the inventory, staffing costs for lifeguards, instructors, and janitorial staff, or cost of staff when another Party's group of Users is the only User group in the applicable Facility and staffing is required. For clarification, the fees referred to in this section shall be the School Board approved rates and fees or the Council approved rates and fees, as the case may be, for the direct costs associated with the use of the Facilities.
- 4.7 No Party may erect any fixture, or install any service or structure in or upon another Party's Facility, without the express, written permission of the Owner of the applicable Facility.
- 4.8 Each Party shall ensure that its Users abide by all applicable laws relating to the Facility in use, and all policies, rules and regulations of the Owner of the Facility. Each Party reserves the right, acting reasonably, to deny access to the Facilities to any User, person, group or association that has demonstrated disregard for the laws, rules or policies applicable to any Facility. It is the responsibility of each of the Parties to make Users aware of the applicable rules and policies of each Facility. Without limiting the generality of the foregoing, the Parties expressly agree to follow standards consistent with the Code of Conduct of the Province referenced in section 301 of the *Education Act* at all times during the use of the Facilities by the Parties and/or their respective Users.
- 4.9 Without limiting the generality of the foregoing, the Parties acknowledge and agree that the licences granted in this Agreement shall be subject to applicable provisions of the School Boards' and the City's policies governing the prohibition on smoking, use of illegal substances, and alcohol use.

- 4.10 Each Party shall ensure that their respective Users leave the other Party's Facility in a clean and tidy condition after each use. In the event of default of this provision, any cost of cleaning the Facility, over and above the regular cost of maintaining the applicable Facility, shall be charged back to the User or the Party responsible for the User.
- 4.11 The Parties shall ensure that Users of the Facilities provide appropriate supervision for all activities involving children.
- 4.12 Wherever possible, when using change rooms and dressing rooms, a minimum of one (1) chaperone, who must be of the same gender as the persons using the change rooms and/or dressing rooms, shall be required of each User group.
- 4.13 Users who have been evicted from one or more Facility may be denied access to the Facilities for the duration of their eviction. Approval for supervised use of Facilities by the evicted individual(s) must be approved in writing and in advance of such use by the Director responsible for the City Facility, or his or her designate, and by the Principal of the applicable school, or his or her designate, for Facilities owned by the GEDSB or the BHNCDSB.
- 4.14 Each party appoints the other Parties as agents with full authority to enforce the provisions of the *Trespass to Property Act, R. S. O.* 1990, c.T.21 while using or occupying the Facilities of the appointing Owner, pursuant to the terms and provisions of this Agreement.
- 4.15 Unless otherwise provided for in this Agreement, use of Facilities that includes participants from school boards or municipalities, other than the Parties to this Agreement, including, but not limited to, use for events such as the Ontario Federation of Secondary School Athletic Associations and the Central Western Ontario Secondary Schools Association sports tournaments, shall be subject to the established rates and fees for the respective Facility as set out in the City's Rates and Fees By-law, as amended from time to time. This provision applies regardless of whether a Party to this Agreement is also in attendance at the event or participating in the activity.
- 4.16 Where any of the Parties to this Agreement has failed to book a Facility within the time frame permitted or required in this Agreement, and that Party requires use of a Facility, which it owns, during the time allotted to another Party, the Party requesting the emergency booking shall contact the Party with the booking rights and the two parties shall, acting reasonably, come to a mutually beneficial solution.

5.0 PARKING LOT LICENCE

5.1 The City hereby grants to the School Boards and their respective Users a non-exclusive licence to use the parking lots attached to or associated with the City owned Facilities during the times for use provided for in this Agreement. Said parking licence is granted only for the purpose of providing parking for participants in activities taking place at the Facilities. Parking shall be on a first-come-firstserved basis. The City does not guarantee availability of parking for any event held by another Party or their Users at a City owned Facility.

- 5.2 The parking licence provided in section 5.1 above shall not apply to parking on the street. The cost of parking shall be at the established rate for the Facility in use, and nothing in this Agreement shall in any way exempt the School Boards or their Users from compliance with all City by-laws respecting parking or any fee or charge in relation thereto.
- 5.3 It is specifically understood and agreed amongst the Parties that the Parkade is not associated with any specific Facility and the licence provided in section 5.1 above shall not apply to the Parkade. Use of the Parkade by the School Board and their Users shall be subject to all of the same rules, regulations, and fees that apply to members of the general public.
- 5.4 The School Boards hereby grant a licence to the City and its Users to use the parking lots owned, individually or collectively, by the School Boards, for the purpose of providing access to the Facilities, and for the purpose of providing parking for vehicles being used in conjunction with the activities taking place at Facilities. Parking is on a first come first served basis and the School Boards do not guarantee availability of parking for any event held by another Party or its Users at a School Board owned Facility.

6.0 LICENCE CONDITIONS: OUTDOOR FACILITIES

- 6.1 Subject to the City's programs, maintenance or previous agreements, and availability of staff, City owned Outdoor Facilities, with the exception of Harmony Square and Woodman outdoor pool, shall be made available to the School Boards at no charge until 5:59 p.m. Monday through Friday. Users who continue to use the Outdoor Facilities beyond 5:59 p.m. may be asked to vacate the Outdoor Facilities to accommodate City Users booked for 6:00 p.m. and may be charged a fee for additional use of the Outdoor Facilities beyond the licenced time period.
- 6.2 Where either of the School Boards use an Outdoor Facility for an evening event that requires lighting, and where the City is normally responsible for the cost of said lighting, the cost of the lighting for the School Boards' events shall be the responsibility of the School Boards in accordance with the City's Fees, Fines and Charges By-law, as amended from time to time.
- 6.3 The School Boards shall be permitted to access their own Outdoor Facilities that are booked by the City for events after 6:00 p.m., Monday through Friday, or any time Saturday or Sunday, up to a maximum of four (4) times per month at no cost to the School Boards, except the cost of any required lighting as set out in section 6.2 above. In addition to the aforementioned, the School Boards shall be permitted to book their own Outdoor Facilities after 6:00 p.m. Monday through Friday, or any time on Saturday or Sunday, at no charge up to a maximum of four (4) bookings per year per school through the City. Any additional School Board use of Outdoor Facilities bookings beyond what is referenced above, after 6:00 p.m. Monday through Friday, or any time on or Saturday or Sunday shall be booked through the City at the regular rate for said Facility as set out in the City's Fees, Fines and Charges By-law, and shall be based on availability after City programs are scheduled.
- 6.4 The City shall be responsible for booking all City owned Outdoor Facilities, in accordance with the licences granted herein.

- 6.5 Subject to the rights of the School Boards set out in paragraph 6.3 above, the City shall have the right to book and use all School Board owned Outdoor Facilities for events and activities between the hours of 6:00 p.m. and 11:00 p.m. Monday through Friday and all day Saturday and Sunday, inclusive, and to retain all revenue generated therefrom.
- 6.6 All use of School Board Outdoor Facilities after 6:00 p.m. Monday to Friday and any time Saturday and Sunday inclusive, where said Outdoor Facilities are maintained by the City, shall be booked through the City's Parks and Recreation office and shall be subject to the rights of the School Boards as set out in section 6.3 above.
- 6.7 All high school games held on City fields require adequate security. Booking and costs of said security shall be the responsibility of the respective School Boards.
- 6.8 The Parties acknowledge that the use of an Outdoor Facility during inclement weather may result in damage to the Outdoor Facility; therefore, the Parties hereby undertake to use their best judgment in determining whether or not to make use of the Outdoor Facilities during inclement weather, and shall work cooperatively to determine if Outdoor Facilities are at risk of damage and should be deemed unplayable. The principal of the applicable School Board Facility is authorized to make decisions with respect to the continued use of School Board-owned Facilities during inclement weather, and the Director of Parks for the City is hereby authorized to make decisions with respect to the continued use of City owned Outdoor Facilities during inclement weather.
- 6.9 Where the City is responsible, in whole or in part, for maintaining an Outdoor Facility owned by either of the School Boards, the City shall have the right, together with the applicable School Board, to determine whether the Facility may be used in the event of inclement weather. This right may not be exercised more than forty-eight (48) hours ahead of a scheduled event. In the event of a disagreement between the City and the School Boards with respect to continued use of the Outdoor Facility, the decision of the Owner shall govern; however, should the Outdoor Facility sustain any damage, the Owner shall be entirely responsible for all costs of maintenance and repair until the Outdoor Facility is returned to the condition it was in prior to the damage occurring.
- 6.10 If the Owner of a Facility deems a field is no longer available and requires major repairs, the decision of the Owner to close a field shall govern.

7.0 LICENCE CONDITIONS: INDOOR FACILITIES

- 7.1 Each Party shall be responsible for processing bookings at their respective Indoor Facilities in accordance with the licenses granted herein.
- 7.2 Subject to the City's programs, maintenance, previous agreements, availability of staff, and unless otherwise set out in Schedule "B" attached hereto, Indoor Facilities, Harmony Square and the Woodman outdoor pool will be available to the School Boards at no charge from 8:30 a.m. to 4:30 p.m., Monday to Friday, with the exception of the Wayne Gretzky Sports Centre which shall be made available from 6:00 a.m. to 4:30 p.m., Monday to Friday, and the Civic Centre and Lions Park Arena which shall be made available from 7:00 a.m. to 4:30 p.m. Monday to Friday.

- 7.3 Subject to the School Boards' programs, maintenance, special events, previous agreements, and availability of staff, Indoor Facilities owned by the School Boards, together or individually, shall be made available to the City and its Users free of charge after 6:00 p.m., Monday to Friday, and upon request on Saturday and Sunday, from the first Tuesday after Labour Day to the final day of school for each School Board, respectively, and upon request and subject to availability during the summer months at schools identified in Schedule "C" and in accordance with Schedules "D" and "E".
- 7.4 Notwithstanding section 7.3 above, School Board-owned Indoor Facilities used for the City's After School Program shall be made available prior to 6:00 p.m., Monday to Friday, at no cost to the City.
- 7.5 Use of the Sanderson Centre shall be provided to the School Boards in accordance with the terms and conditions set out in Schedule "F" attached hereto. In the event of a conflict between the terms of this Agreement and Schedule "F" with respect to the use of the Sanderson Centre, Schedule "F" shall govern; otherwise, all other terms of this Agreement shall apply to the use of the Sanderson Centre.

8.0 USE OF EQUIPMENT

- 8.1 The Parties agree that equipment used in connection with their respective Indoor Facilities will be made available for the use and benefit of the other Parties and their Users.
- 8.2 Notwithstanding section 8.1 above, floor hockey, ball hockey or other sports involving similar sticks will only be permitted in designated Indoor Facilities set out in Schedule "C", to prevent damage to Facilities. If Indoor Facilities permit baseball or softball activities, baseballs and softballs must be rubberized. Any other activity deemed by a Party to this Agreement as capable of causing undue damage to walls and floors may not be permitted in a Facility at the discretion of the Facility manager or principal, as the case may be.
- 8.3 The Parties acknowledge that no equipment will be provided for the use of Outdoor Facilities. Equipment used in conjunction with an Outdoor Facility shall be the responsibility of each respective User, and shall be removed at the end of the period of use of each respective User. Equipment left at an Outdoor Facility after the period of use may be removed by the Owner of said Facility.
- 8.4 The cost of repair or replacement of any equipment damaged by a Party, or their respective Users, shall be the sole responsibility of that Party. Without limiting the generality of the foregoing, the City and the School Boards retain the right to arrange for and make repairs to their own equipment, and to charge the cost to the Party or User responsible for said damage.
- 8.5 Users are NOT permitted to move retractable dividers, adjustable basketball nets, stage risers, stadium seating, bleachers or any other mechanized equipment. Adjustments are to be made only by the school custodian or qualified facility staff with three days written notice prior to the event.

9.0 MAINTENANCE

9.1 All costs of maintenance, capital repairs, and improvements to the Facilities shall be the responsibility of the Owner of the Facility, unless otherwise provided for in this Agreement.

- 9.2 Without limiting the generality of the foregoing, the Owner of an Outdoor Facility shall be required to maintain all playgrounds and other equipment located on its property in a safe condition.
- 9.3 The Owner of any Outdoor Facility, and the party responsible for maintaining the Outdoor Facility, shall be equally responsible for field inspections and safety.
- 9.4 The City will perform all of the grass cutting, fertilization, aeration and sprinkler start-up/shut down, maintenance and irrigation system programming of fields at all Outdoor Facilities booked by the City, at no cost to the School Boards. Annual top dressing will be performed in the fall where required. Major turf repairs will not be included in this Agreement. Field lining will be completed for Users booked by the City after 6:00 p.m. and on Saturday or Sunday. Any additional field markings required by either School Board will be charged as per the City's approved Fees and Charges Bylaw as amended from time to time. Regular cleaning and maintenance of washrooms and field lighting will be performed by the City.
- 9.5 The Parties acknowledge that the City adheres to a regular schedule for grass cutting in order to maintain acceptable grass heights at Outdoor Facilities. The School Boards agree to keep their Outdoor Facilities free of Users whenever the City is cutting the grass at an Outdoor Facility. Unless otherwise agreed to by the School Boards and the City, grass will be scheduled for cutting outside of the time allotted for school activities.
- 9.6 Should the City no longer require the use of a School Board field at an Outdoor Facility, the maintenance responsibilities for said field(s) will revert back to the applicable Owner. The City will provide a minimum of six (6) months' notice if a field is no longer required.
- 9.7 Should any Party discover or become aware of a deficiency at any Facility, that Party shall make the Owner of the Facility aware of the deficiency immediately upon said discovery, and the Owner shall immediately notify the Party responsible for maintaining the Facility.
- 9.8 Special requests for field lining, maintenance or other services must be made to the City at least one (1) week in advance of the booking date for that Facility. Any additional charges for said services will be assessed at the appropriate rates and shall be paid by the School Boards to the City prior to the use of the applicable Outdoor Facility.

10.0 SCHEDULING AND REVENUE

- 10.1 All Facility bookings shall be made in accordance with the applicable booking procedures of the Owner of said Facility prior to each use, unless alternate booking arrangements are agreed to by the Owner of said Facility and do not in any way infringe on the rights granted pursuant to this Agreement. Rules specific to each City owned Facility shall be provided to the booking Party at the time of booking.
- 10.2 Bookings of City Facilities shall be made by the Principal of that school or the Manager of Communication and Community Relations within their respective School Boards, or a designate who has been delegated the authority to book City owned Facilities. All persons booking Facilities must also have the authority to pay all costs associated with the use of the Facilities.

- 10.3 Once the City books its own programs, the School Boards shall have priority use of City owned Facilities, in accordance with the terms of this Agreement, where the School Boards provide the City with a list of their Facility bookings prior to September 1st of the school year in which the booking is to take place.
- 10.4 Once the School Boards book its own school program bookings, the City shall have priority use, including priority over all bookings made through the Community Use of School Policy, of all School Board Facilities, in accordance with the terms of this Agreement, where the City books the use of School Board owned Facilities for City programs, by March 1st each year for bookings scheduled from July 1 August 31 every year and by June 1 each year for bookings from September 1 to August 31.

For the sake of clarity, the priority booking provided to the City pursuant to this provision shall apply equally to Neighbourhood Associations recognized by the City. Priority booking shall not apply to Affiliated Groups of the City but will be considered equally with Community Use of Schools applications; however, Affiliated Groups shall still receive all other benefits of this Agreement applicable thereto. Should the City require additional program space at any time during the year, these requests shall be considered by the Boards pending availability of space and after other uses are scheduled. The City shall provide an updated list of approved Affiliated Groups at least annually prior to June 30th or as new Affiliated Groups are approved throughout the year.

- 10.5 All bookings made after the dates mentioned above, for the seasons mentioned above, shall be subject to the availability of the Facility and on a first-come, first-served basis.
- 10.6 Where a booking is cancelled less than seven (7) calendar days prior to the scheduled event, a cancellation fee may be applied at the discretion of the Party responsible for booking the Facility at the applicable time, except where said event is cancelled as a result of inclement weather or a school cancellation.
- 10.7 Each party shall track the use of their respective Facilities by the other Parties and shall make this information available to the Joint Use Committee annually or more frequently upon request.
- 10.8 Users of any Indoor Facility will not be permitted in the Facility more than thirty (30) minutes prior to the start of any event or activity, unless otherwise arranged. Users are expected to remain in the area booked and to depart at the end of their event unless otherwise arranged by the Facility supervisor or his or her designate.

11.0 DISPUTE RESOLUTION

- 11.1 In the event of a dispute with respect to any matter arising out of this Agreement, such dispute shall be brought to the respective School Board Superintendents and Director of Parks or Director of Recreation for the City, as the case may be. If the dispute is still not able to be resolved it shall be referred to the Joint Use Committee for resolution. If the Joint Use Committee cannot resolve the dispute, such dispute shall be referred to Arbitration in accordance with the *Arbitration Act, 1991*.
- 11.2 Pursuant to Schedule "A", the Advisory Group shall meet as necessary and at least once annually to discuss matters pertaining to short and long-term planning of the Facilities, issues and disputes

which may have arisen relating to the Facilities, and any other concerns the Parties may have with respect to this Agreement.

12.0 INSURANCE AND INDEMNIFICATION

- 12.1 Each of the Parties to this Agreement shall take out and maintain Commercial General Liability Insurance or Municipal Liability Insurance, as the case may be, insuring against damage or injury to persons or property, with limits of not less than \$10,000,000.00 per occurrence. The insurance policy shall:
 - a) include the other parties to this Agreement as additional insureds;
 - b) contain a cross-liability clause, and severability of interest endorsement;
 - c) contain a clause providing for Contractual Liability coverage arising out of the Agreement;
- 12.2 Proof of insurance will be submitted by way of an executed Certificate of Insurance in a form satisfactory to each Party, each year or ten (10) days prior to renewal of said policy. All requested lines of coverage to be shown on the Certificate.
- 12.3 If cancelled or changed in any manner that would affect the Parties as outlined in coverage specified herein for any reason, thirty (30) days prior written notice by mail or electronic means will be given by the insurer(s) to all of the Parties.
- 12.4 It shall be the sole responsibility of each Party to determine what additional insurance coverage, if any, is necessary and advisable for its own protection and/or to fulfill its obligation under this Agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Party.
- 12.5 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Parties to this Agreement, and their respective employees, agents, officers, Mayor, Councillors, superintendents, Trustees, servants, insurers, successors and assigns from and against any and all liabilities, losses, damages, actions, causes of action, charges, fees, costs, harms or claims, including, but not limited to, injury to any person or property, including, but not limited to, injury resulting in death (the "Claims"), suffered by any Party, Users, or third party, arising out of or in any way related to the use of the Facilities pursuant to this Agreement, or in respect of any rights and obligations of the Parties contained in or arising from this Agreement, due to any cause whatsoever, including, but not limited to, the Indemnifying Party's negligence, breach of contract, or breach of any statutory or other duty of care.
- 12.6 Damage to the Facilities caused by any of the Party's Users shall be the responsibility of said Party and that Party shall repair the damage, replace the equipment or compensate the Owner of the Facility to the satisfaction of said Owner. Nothing in this paragraph shall in any way limit the rights or remedies of any of the Parties as against the Users responsible for said damage.
- 12.7 Reports of vandalism, unusual occurrences, or accidents, and the action taken with respect to such incidents, shall be submitted to the GEDSB and BHNCDSB and the City by the Party encountering or involved in the incident. For students of the School Boards, personal injury accident reports shall be completed by the principal or supervisor of the student involved and sent to the appropriate Party

hereto in accordance with each Party's normal procedure. Personal information about persons involved in accidents and or incidents will be removed when shared by the GEDSB and the BHNCDSB as per applicable privacy legislation, including, but not limited to, the *Privacy Act* R.S.C., 1985, c. P-21.

13.0 NOTICE

Any notice required or permitted to be given hereunder shall be provided in writing and shall be effectively given if delivered personally or sent by prepaid courier service or registered mail to the Parties hereto as follows:

a. To the City:

The Corporation of the City of Brantford 100 Wellington Square Brantford, ON N3T 2M2

Attention: General Manager, Community Development

b. To the GEDSB:

Grand Erie District School Board 349 Erie Avenue Brantford, Ontario N3T 5VE

Attention: Superintendent of Business and Treasurer

c. To the BHNCDSB

Catholic Education Centre, 322 Fairview Drive, P.O. Box 217, Brantford, Ontario N3T 5M8

Attention: Superintendent of Business and Treasurer

or to such other address as any Party may from time to time designate by written notice to the other Parties. Any notice given shall be deemed to have been given and received on the same day when delivered personally before 4:30 p.m., or on the second day following the sending thereof by prepaid courier service or registered mail.

14.0 GENERAL

Promotional Material

14.1 Subject to the applicable School Board Policy and/or Procedures, the School Boards shall allow the City to distribute promotion materials and brochures for the City's cultural and recreational

programs throughout School Board Facilities. Any material intended for School Board staff or students or both may be sent directly to the schools in either hardcopy or electronically per the School Board's distribution Policies and Procedures. School Boards will allow the City to use the School Board's courier system to a maximum of once per month for distribution of said materials. In return, the City shall post promotional materials and brochures for school and School Board special events and functions in accordance with the City's applicable Policy and Procedures.

No Agency

14.2 It is understood, recognized and agreed that no provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employee-employer relationship in any way or for any purpose whatsoever between the City and the School Boards or between the City, the School Boards and any third party.

No Authority to Represent

14.3 Nothing in this Agreement shall be construed as authorizing one Party to contract for or to incur any obligation on behalf of the other or to act as agent for the other, unless otherwise explicitly specified in this Agreement.

Severability

14.4 If, for any reason, a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, said provision will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable as if the offending provision was never part of this Agreement.

Waiver

14.5 The Parties may only waive a right under this Agreement in writing; any tolerance or indulgence demonstrated by any Party will not constitute a waiver of such right. Unless a waiver is executed in writing, that Party will be entitled to seek any remedy that it may have under this Agreement or otherwise at law or in equity.

Amendments

14.6 Any Party proposing amendments to this Agreement shall provide at least sixty (60) days' notice to arrange a meeting of the Joint Use Committee to discuss the proposed amendments. Any amendments to this Agreement shall be made only by the written, mutual consent of the Parties.

Governing Law

14.7 This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Freedom of Information

14.8 This Agreement and all Schedules attached hereto are subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("*MFIPPA*"). Any information collected by any party pursuant to this Agreement is subject to the rights and safeguards provided for in the *MFIPPA*.

Counterpart Signature

14.9 This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

Assignment and Enuring

14.10 This Agreement shall enure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. None of the Parties to this Agreement may assign, transfer or otherwise convey any of their rights or obligations pursuant to this Agreement to any other Party, or any third party, without the express, written consent of all of the Parties to this Agreement.

Force Majeure

14.11 The Parties shall each be excused from delays in performing, or from their failure to perform hereunder to the extent that such delays or failures from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such Party must act diligently to remedy the cause of such delay or failure.

Time of the Essence

14.12 Time shall be of the essence of this Agreement and every part of this Agreement.

Inconsistency

14.13 Where there is any inconsistency or discrepancy between the terms of this Agreement and the attached Schedules, the terms of this Agreement shall prevail, with the exception of Schedule "F" pertaining to the use of the Sanderson Centre, the terms of which shall prevail over the terms of this Agreement in the event of any inconsistency.

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IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date first written above.

SIGNED, SEALED AND DELIVERED

| | THE GRAND ERIE DISTRICT) SCHOOL BOARD |
|---------------------|---|
| in the presence of: |)) |
| |))) Carol Ann Sloat, Chair |
| Witness |))) |
| |) John Forbeck, Director of Education |
| |)) THE BRANT HALDIMAND NORFOLK) CATHOLIC DISTRICT SCHOOL BOARD) |
| Witness |))) June Szeman, Chair)) |
| |))) Chris N. Roehrig, Director of Education) |
| |))) THE CORPORATION OF THE CITY OF BRANTFORD) |
| |)) Chris Friel, Mayor) |
| Witness | ,)) |
| |) Lori Wolfe, City Clerk |

SCHEDULE "A"

JOINT USE COMMITTEE TERMS OF REFERENCE

1. Role/Purpose:

The role of the Joint Use Committee is to provide an opportunity to meet with the partners and discuss issues and opportunities related to the Joint Use Agreement. The Joint Use Committee shall ensure that the terms of the Joint Use Agreement are followed and enforced in a fair and consistent way.

2. Term:

These Terms of Reference shall be effective from the date this Agreement is signed and shall continue until the expiration of said Agreement. The Joint Use Committee continues throughout the duration of the Agreement.

3. Meetings:

The Joint Use Committee shall meet at least once annually.

4. Membership:

For the purposes of this Agreement, each Party shall have an equal number of votes on the Joint Use Committee. In the case that one or more members of a Party are absent or unable to attend a meeting, that member may send a delegate to the meeting to vote on his or her behalf, or, where an item is listed on the agenda, the absent member may vote by way of a proxy vote, submitted on his or her behalf to the Chair at the beginning of the meeting. At the discretion of each Party, two or three of that Party's appointed members may attend any meeting of the Joint Use Committee with the attending members having a weighted vote totalling 4 votes, respectively, as the case may be.

The Joint Use Committee shall consist of the following persons:

For the City:

- a. Two (2) members of the Municipal Council for the City;
- b. The City CAO;
- c. The General Manager of Community Development Services for the City;
- d. The Mayor of the City, sitting as an ex officio to the Joint Use Committee with non-voting rights.

For the GEDSB:

- a. The Director of Education and Secretary;
- b. The Superintendent of Business and Treasurer;
- c. Two (2) Trustees of the GEDSB;

For the BHNCDSB:

- a. The Director of Education and Secretary;
- b. The Superintendent of Business and Treasurer; and
- c. Two (2) Trustees of the BHNCDSB

5. Roles and Responsibilities:

The Joint Use Committee shall discuss matters relating to the following;

- a. Terms, conditions, successes and challenges of the Agreement and the Facilities owned and operated by the Parties thereto.
- b. Foster collaboration and cooperation among the three Parties.
- c. Removing obstacles to the Partnership's successful delivery of the terms of the Agreement.
- d. Maintaining at all times the focus of the Agreement regarding expected outcomes and benefits to each Party.

6. Meetings:

- a. Meetings shall be chaired through a rotation with the City hosting the first annual meeting, followed by the BHNCDSB in year two and the GEDSB in year three and continuing to rotate annually. The Chair shall be selected by the host Party.
- b. If more than one meeting is held annually the current chair will continue to chair all meetings during that calendar year.
- c. The party chairing the meeting will be responsible for preparing the Agenda, and taking and distributing minutes for each meeting held within that calendar year.
- d. Decisions will be made by consensus.
- e. If required, subgroup meetings will be arranged outside of these times at a time convenient to subgroup members.

7. Quorum:

Each Party shall ensure that a minimum of two (2) representatives (total of six (6)) are present at Joint Use Committee meetings to meet quorum.

8. Advisory Group Established

The following persons shall constitute an Advisory Group, the responsibility of which shall be to advise the Joint Use Committee with respect to matters arising from the Joint Use Agreement throughout the term of the Agreement:

- a. Superintendent of Business & Treasurer GEDSB
- b. Assistant to the Superintendent of Business and Community Use Coordinator GEDSB
- c. Superintendent of Business & Treasurer BHNCDSB
- d. Manager of Communications and Community Relations BHNCDSB

- e. City of Brantford Director of Recreation
- f. City of Brantford Director of Parks
- g. Sanderson Centre Theatre Manager
- h. City of Brantford Manager of Community Recreation Development

9. Advisory Group Mandate

The Advisory Group shall:

- a. Wholeheartedly champion the partnerships within the Agreement.
- b. Make timely decisions and take action so as to support the intent of the Agreement.
- c. Notify Parties to the Agreement, as soon as practical, if any matter arise which may be deemed to affect the terms of the Agreement.
- d. Attend all meetings and if necessary nominate a proxy if unable to attend.

10. Amendment, Modification or Variation:

This Terms of Reference may be amended, varied or modified in writing after consultation and agreement by the Joint Use Committee.

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SCHEDULE "B" LIST OF CITY OWNED FACILITIES

| City Owned I City Facility | Address | Resources | Equipment Available | Special Terms and Conditions |
|---|-------------------------------|--|--|--|
| Brantford and District Civic Centre | 69-79 Market St S | One Rink (seating for 3,000) | Wi-Fi is available Tables and Chairs for 800 | Helmets are strongly recommended for all participants. |
| | | Auditorium (capacity 270) | See aboveKitchen facilities available | |
| Doug Snooks Eagle Place Community Centre | 333 Erie Ave, Brantford | Double Gymnasium (capacity 575) | Wi-Fi is available Tables and chairs for 270 people Upstairs meeting room tables and chairs for 100 Floor hockey is allowed | Parking is limited Facility is fully accessible Staff costs (unless staff are already in the building) |
| | | Meeting Rooms | | |
| Lion Park Arena | 20 Edge St | One rink (seating capacity 500) | | • Helmets are strongly recommended for all participants. |
| | | Auditorium (capacity 274) | Tables and chairs for 200 Kitchen facilities available | |
| Sanderson Centre | 88 Dalhousie St. | Theatre Ray Southcott Rehearsal Hall | | See Schedule "F" Parking for Sanderson Centre is subject to municipal parking by-laws Surcharge (if applicable) Labour as applicable Box office fees (if applicable) Music Licensing Fees (if applicable) |

| City Facility | Address | Resources | Equipment Available | Special Terms and Conditions |
|--|--------------------------|--|--|---|
| T.B. Costain/SC Johnson Community Centre | 16 Morrell St. | Gymnasium (single small gym) | • Floor hockey is allowed | • Staff costs (unless staff are already in the building) |
| | | Meeting rooms Room 1(Capacity 15) Room 2 (Capacity 25) Room 3 (Capacity 145) | Wi-Fi is available room 3 Tables and chairs Multi-Purpose room has LCD projection Unit, sound system | |
| Woodman Park Community Centre | 491 Grey Street | Gymnasium (capacity of 275 theatre style) | Tables and chairs for up to 275 people Floor hockey is allowed | Facility is fully accessible Staff costs (unless staff in building for another rental/program) |
| | | Meeting Rooms: Small (cap. 25) Large (cap. 100) | Wi-Fi is available Kitchen is available | |
| Wayne Gretzky Sports Centre | 254 North Park Street | Outdoor pool Pools: • 65 m pool • 25m pool • warm water pool • hydro-therapy pool Rinks: • Rink 1 | Wi-Fi is available Slides and pool equipment Climbing wall Diving Boards and towers Hockey nets Lacrosse Nets | Use of timing system and related equipment must be booked through Brantford Aquatic Club Lifeguards, instructors, other direct staff costs Helmets are strongly |
| | | (Seating 1,100) • Rink 2,3,4 (seating 300) • Goalie Training Rink Weight room | Cardio equipment Weight stack | Non-exclusive use open to public |
| | | | equipmentFree weights | |
| City Facility | Address | Resources | Equipment Available | Special Terms and Conditions |
|---------------|---------|--|--|--|
| | | Dry land Training Room | • Synergy 360 Training Centre | |
| | | Gymnasium (3/4 gym) | Volleyball / badminton standards | • No stick related sports or softball/baseball allowed |
| | | Walking/Running Track | n/a | Non-exclusive use open to public 2nd floor (accessible) |
| | | Multi-Purpose Rooms: 2 nd floor Rm A (capacity 65) 2 nd floor Rm B (capacity 45) Arena MPR (capacity 20 kitchenette) Meeting rooms: Pool lobby room (capacity 25 kitchenette On deck meeting room (capacity 25) | Tables and chairs | • 2 nd floor (accessible). |

City Owned Outdoor Facilities

| City Facility | Address | Resources | Equipment | Special Terms and |
|--------------------------------|-----------------------------|---|---|-------------------|
| | | | Available | Conditions |
| Bill Little Park | 25 Spalding St | 1 Hardball Diamond | | |
| Branlyn Community Centre | 238 Brantwood Park Rd | 2 Mini soccer fields 2 softball diamonds | | |
| Brier Park | 49 Charles St | Soccer fields Hardball diamond | playground | |
| Brooklyn Park | 49 Charles St | 1 full size soccer field Softball diamond | playground | |
| Burnley Park | 21 Burnley avenue | Hardball diamond | playground | |
| Cockshutt Park | 35 Sherwood Dr. | Arnold Anderson Baseball Stadium George Henry hardball diamond 2 alternate hardball diamonds | Washrooms bleachers & press box at Arnold Anderson lights at Arnold Anderson & George Henry | |
| Connaught Park | 100 Grand Street | Softball diamond | playground | |
| D'Aubigny Park | 5 Oakhill Drive | Soccer fields (2) | BenchesWashrooms | |
| Devon Down Park | 70 Abigail Avenue | Softball diamond Soccer field Outside skating rink | | |
| Dufferin Park | 164 St. Paul Avenue | Softball diamond | | |
| George Campbell Park | 5 Spalding Drive | Soccer fields (3) | BenchesWashroomsLocker rooms | |
| Grandwoodlands Park | 20 Baxter Street | Soccer fields (2) | Basketball playground | |

| City Facility | Address | Resources | Equipment Available | Special Terms and Conditions |
|-----------------------|----------------------------------|---|--|--|
| Greenbrier Park | 3 Scotia | Softball | | |
| Harmony Square | Avenue 89 Dalhousie St. | diamond Outdoor Event Venue | Sound system Inflatable screen & movie projects (see fees) 10 Tables and 50 chairs | Parking for Harmony Square is subject to municipal parking by-laws Labour costs for set up and operation of inflatable screen Labour costs for setting up of tables & chairs Movie licenses if applicable |
| | | Outdoor Ice Rink Splash Pad | | Non-exclusive use – open to public Helmets are strongly recommended for all participants. |
| Holmedale Park | 331 Grand River Ave. | 1 softball diamond | | |
| Iroquois Park | 35 Iroquois | Hardball Soccer field | | |
| Jaycee Sports Park | 395 Dunsdon St. | 3 softball diamonds 1 soccer/football field Skateboard park | Washrooms Lights on 2 diamonds Bleachers Concession | |
| John Wright | 45 Fifth | 4 full size soccer | Washrooms | |
| Sports Complex | Ave | fields | • Picnic shelter | |
| Lynden Hills Park | 363 Brantwood Park Road | Softball diamond | playground | |
| Mayfair Park | 24 Miles Avenue | Hardball diamond | playground | |

| City Facility | Address | Resources | EquipmentSpecial Terms andAvailableConditions |
|--------------------------------|-------------------------------------|---|---|
| Mohawk Park | 51 Lynwood Dr. | 1 full size soccer field 7 picnic shelters 1 pavilion/hall Bocce ball court Disc golf course Trails Splash Pad | Washrooms |
| Prince Charles Park | 77 Herbert Street | Softball diamond | |
| Recreation Park Roswell Park | Nelson Street 39 Cambridge | Softball diamond Hardball diamond | |
| Spring Garden Park | Avenue 17 Dogwood Drive | hardball soccer | |
| Steve Brown Sports Complex | 20 Edge St | Soccer Fields (2 regulation size and 1 mini field) | Bleachers & Press box in enclosed field Lights |
| | | Softball fields (3) | Backstops and bleachers |
| | | Running Track – rubberized service | Includes track & Equipment such as hurdles are owned by Washrooms / change rooms Equipment such as hurdles are owned by Brantford Track and Field Club |
| | | Tennis courts (3) with lights | |
| Waterworks Park | 390 Grand River Ave | 1 full size soccer field 1 softball diamond 1 cricket pitch | Washrooms Outdoor pavilion |
| Wayne Gretzky Sports Centre | 254 North Park Street | Football Field | Uprights & score clock Bleachers & press box |
| Wilkes Park | 75 Tranquility Street | Softball diamond | Playground |
| Wood Street Park | 74 Wood Street | Soccer field football | Playground |

SCHEDULE "C" LIST OF SCHOOL BOARD OWNED FACILITIES

| GEDSB High Schools | Address | Resources | Availability/ Usage | Special Terms & Conditions | Responsible for Maintenance |
|--------------------------|-----------------------|----------------|------------------------|--|---|
| North Park CVS | 280 North Park St. | Gymnasium | | | GEDSB maintains |
| | | Cafeteria | No Kitchen Access | | buildings, parking lots |
| | | Mini Theatre | Sound and Lighting | | and grounds City books |
| | | Library | | | and maintains |
| | | Classrooms | | | field, lights & bleachers. |
| | | Football Field | | Field requires separate | GEDSB maintains the |
| | | Parking Lot | | agreement | track. |
| Pauline Johnson | 627 Colborne | Gymnasium | | | GEDSB maintains |
| CVS | VS St. | Cafeteria | No Kitchen Access | | buildings, parking lots and grounds. Maintenance of new turf field to be determined in new |
| | | Library | | Future Artificial Turf field and track | |
| | | Classrooms | | | |
| | | Football Field | | requires separate | |
| | | Parking Lot | | agreement. | agreement. |
| Tollgate | 112 | Gymnasium | | | GEDSB |
| TSC | Tollgate Road | Cafeteria | No Kitchen Access | | |
| | | Library | | | |
| | | Classrooms | | | |
| | | Football Field | | | |
| | | Parking Lot | | | |
| Brantford | 120 Brant | Gymnasium | | | GEDSB |
| CI & VS | Ave. | Cafeteria | No Kitchen | | |
| | | | Access | Sound and | |
| | | Library | | lighting staff | |
| | | Classrooms | | when theatre | |
| | | Football Field | | equipment is in | |
| | | Parking Lot | | use. | |
| | | Theatre | | | |

| GEDSB Elementary Schools | Address | Resources | Availability/ Usage | Special Terms & Conditions | Responsible for Maintenance |
|--------------------------------|-----------------------|-------------|------------------------|-------------------------------|-----------------------------------|
| Agnes G | 52 Clench | Gymnasium | | _ | GEDSB |
| Hodge PS | Ave. | Library | | | |
| | | Parking Lot | | | |
| Banbury | 141 | Gymnasium | | | GEDSB |
| Heights | Banbury Rd. | Library | | | |
| | | Parking Lot | | | |
| Bellview PS | 97 Tenth | Gymnasium | | _ | GEDSB |
| | Ave. | Library | | _ | |
| | | Parking Lot | | | |
| Brier Park | 10 D11-fri | Gymnasium | | _ | GEDSB |
| PS | Blackfriar Lane | Library | | | |
| | Lanc | Parking Lot | | | |
| Cedarland | 60 | Gymnasium | | | GEDSB |
| PS | Ashgrove Ave. | Library | | | |
| | | Parking Lot | | | |
| Centennial- | 41 Ellenson Dr. | Gymnasium | | | GEDSB |
| Grand | | Library | | _ | |
| Woodlands | | Parking Lot | | _ | |
| Central PS | 135 George | Gymnasium | | | GEDSB |
| | St. | Library | | - | |
| | | Parking Lot | | _ | |
| Dufferin PS | 106 | Gymnasium | | | GEDSB |
| | Chestnut | Library | | | |
| | St. | Parking Lot | | | |
| Echo Place | 723 | Gymnasium | | | GEDSB |
| | Colborne | Library | | | |
| | St. East | Parking Lot | | | |
| Fairview S | 34 Norman | Gymnasium | | | GEDSB |
| | St. | Library | | _ | |
| | | Parking Lot | | _ | |
| Graham | II- St. | Gymnasium | | | GEDSB |
| Bell- | | Library | | - | |
| Victoria | | Parking Lot | | - | |
| Greenbrier | 33 White | Gymnasium | | | GEDSB |
| PS | Oaks Ave. | - | | - | |
| -~ | Sumo rive. | Library | | _ | |
| | | Parking Lot | | | |

| GEDSB Elementary Schools | Address | Resources | Availability/ Usage | Special Terms & Conditions | Responsible for Maintenance |
|-------------------------------------|--------------------------------------|-------------|--|--|--|
| James | 62 | Gymnasium | | | GEDSB |
| Hillier PS | Queensway Dr. | Library | | | |
| | DI. | Parking Lot | | | |
| Lansdowne | 21 Preston | Gymnasium | | | GEDSB |
| -Costain PS | Blvd. | Library | | | |
| | | Parking Lot | | | |
| Major | 105 | Gymnasium | | | GEDSB |
| Ballachey | Rawdon St. | Library | | | |
| PS | | Parking Lot | | | |
| Prince | 40 Morton | Gymnasium | | | GEDSB |
| Charles PS | Ave | Library | | | |
| | | Parking Lot | | | |
| Princess | Tecumseh | Gymnasium | | | GEDSB |
| Elizabeth | St. | Library | | - | |
| PS | | Parking Lot | | - | |
| Russell | 43 | Gymnasium | | | GEDSB |
| Reid PS | Cambridge | Library | | - | |
| | Dr. | Parking Lot | | - | |
| Ryerson | 33 Dowden | Gymnasium | | | GEDSB |
| Heights ES | Ave. | Library | | - | |
| | | Parking Lot | | - | |
| Walter Gretzky ES / St. Basil | 365 Blackburn Dr, Brantford | Gymnasium | Basketball nets and volleyball standards available. | School booked through BHNCDSB See | BHNCDSB Books & maintains school. |
| | | Library | Table and chairs available upon request. | BHNCDSB school list for details and special terms | City books and maintains field and |
| | | Parking Lot | | and conditions | lights. |
| | | Field | | 1 | |
| Woodman- | 51 | Gymnasium | | | GEDSB |
| Cainsville | Woodman | Library | | - | |
| | Dr. | Parking Lot | | - | |
| | | | | | |

| BHNCDSB High Schools | Address | Resources | Availability/Usage | Special Terms & Conditions | Responsible for Maintenance |
|----------------------------|------------------------------|----------------------------|---|---|--|
| Assumption College | 257 Shellard Lane, | Gymnasium | Basketball nets and volleyball standards. | The city will not be charged | BHNCDSB maintains facilities. |
| | Brantford | Cafetorium | Table and chairs available upon request. No Kitchen Access | lighting costs by the School Board as they installed the lights. | City books and maintains field and |
| | | Lecture Hall Library | | | lights. |
| | | Classrooms | Desks and chairs in classroom | | |
| | | Parking Lot Field | | | |
| St. John's College | 80 Paris Rd, Brantford | Gymnasium | Basketball nets and volleyball standards. | | BHNCDSB |
| | | Cafetorium | Table and chairs available upon request. No Kitchen Access | | |
| | | Classrooms | Desks and chairs in classroom | | |
| | | Library Parking Lot | | | |
| | | Field | | | |

| BHNDCSB Elementary Schools | Address | Resources | Availability/ Usage | Special Terms & Conditions | Responsible for Maintenance |
|----------------------------------|---|---|---|-------------------------------|---|
| Christ the King | 165 Dufferin Ave., Brantford | Gymnasium Library Parking Lot Field | Basketball nets and volleyball standards. Table and chairs available upon request. | | BHNCDSB |
| Holy Cross | 358 Marlboro ugh St, Brantford | Gymnasium Library Parking Lot | Basketball nets and volleyball standards Table and chairs available upon request. | | BHNCDSB |
| Jean Vanier | 120 Ninth Ave. Brantford | Gymnasium Library Parking Lot | Basketball nets and volleyball standards. Table and chairs available upon request. | - | BHNCDSB |
| Our Lady of Providence | 55 Kent Rd. Brantford | Gymnasium Library Parking Lot Field | Basketball nets and volleyball standards. Table and chairs available upon request. | | BHNCDSB |
| St. Basil/ Walter Gretzky | 365 Blackburn Dr, Brantford | Gymnasium Library Parking Lot Field | Basketball nets and volleyball standards. Table and chairs available upon request. | | BHNCDSB books and maintains school. City books and maintains fields and lights |

| BHNDCSB Elementary Schools | Address | Resources | Availability/ Usage | Special Terms & Conditions | Responsible for Maintenance |
|----------------------------------|------------------------------------|-------------------------|---|-------------------------------|-----------------------------------|
| St. Gabriel | 14 Flanders Dr, Brantford | Gymnasium | Basketball nets and volleyball standards. Table and chairs | - | BHNCDSB |
| | Branciord | Library | available upon request. | | |
| | | Parking Lot Field | | | |
| St. Leo | 233 Memorial Dr, | Gymnasium | Basketball nets and volleyball standards. | | BHNCDSB |
| | Brantford | Library | Table and chairs available upon request. | | |
| St. Patrick | 320 Fairview Dr, | Field Gymnasium | Basketball nets and volleyball standards. | | BHNCDSB |
| | Brantford | Parking Lot Field | | | |
| St. Peter | 175 Glenwoo d Dr, | Gymnasium | Basketball nets and volleyball standards | | BHNCDSB |
| | Brantford | Library | Table and chairs available upon request. | | |
| | | Parking Lot Field | | | |
| St. Pius X | 127 Wood St., Brantford | Gymnasium Library | Basketball nets and volleyball standards. Table and chairs | - | BHNCDSB |
| | | Parking Lot Field | available upon request. | | |
| St. Theresa | 12 Dalewood Ave, | Gymnasium | Basketball nets and volleyball standards. | | BHNCDSB |

| BHNDCSB Elementary | Address | Resources | Availability/ Usage | Special Terms & Conditions | Responsible for |
|-----------------------|-----------|-----------|--|-------------------------------|-----------------|
| Schools | | | | | Maintenance |
| | Brantford | Library | Table and chairs available upon request. | | |
| | | Parking | | | |
| | | Lot | | | |

SCHEDULE "D"



GRAND ERIE DISTRICT SCHOOL BOARD

FACILITY USE GUIDELINES (TO BE ATTACHED TO EVERY APPLICATION FOR USE OF SCHOOL FACILITIES)

CONDITIONS

For more details, please view the board's policy FT4. A copy of the current conditions will be sent with the approved permit.

1. ACCESS

Permits are not normally considered for statutory holidays, Professional Development Days, school examination periods, or during the Christmas, March or summer breaks.

Permit holders will receive electronic confirmation of approved permits which must be printed and presented to gain access to the premises. The applicant/s or person/s in charge or designate/s must be in attendance at the function, and must stay until the premises are vacated, and whenever possible, notify the Board's representative when leaving. Permit holders must ensure that all those participating in any event held by the permit holder, remain in only those areas designated on the application. Permit holders shall be responsible to see that all persons admitted have vacated the school property at the time specified on the permit.

2. GENERAL REQUIREMENTS AND RESTRICTIONS

Applicants may be requested to <u>meet with the Board's representative</u> at the school before the event. The permit holder agrees not to carry on any activities while on Board property that would be in contravention of bylaws, fire safety regulations or otherwise be of an <u>unlawful nature</u> or which may be deemed to be a nuisance or offensive.

- a. The applicant is responsible for the enforcement of all **fire regulations** and must ensure that no obstructions are placed in corridors or in front of fire exits. Some events involving tables and chairs may require submission of a floor plan for Fire Safety compliance and approval.
- b. **Signs or decorations** may not be attached to walls or elsewhere without prior arrangement with and permission from the Board representative. Any proposed additions or alterations to any part of the structure or services are to accompany the application and must be approved by the Manager of Facility Services.
- c. Vehicle parking is permitted only in designated parking areas.
- d. Where **catering services** are required, the permit holder must make private arrangements with the Food Services Company under contract with the school
- e. No food or flavored drink is to be taken into the gyms or auditorium without school approval.
- f. No nut products are to be brought into any school.

3. CANCELLATION / ALTERATIONS

Rentals will be cancelled when buildings are closed because of inclement weather, strike, or other cause beyond the control of the Board.

4. EQUIPMENT

With the exception of tables and chairs, the use of school equipment for Users is at the discretion of the School Principal who may impose a user fee or replacement charge for damaged equipment. Any arrangements must be made in advance of the permit start date. The Board does not supply tables and chairs other than those that are currently available in the requested school. The set-up of the equipment is the responsibility of the applicant, under the supervision of a Board representative, unless other arrangements have been made ahead of time. Additional costs may apply.

5. CRITICAL INJURIES:

All injuries of a serious nature must be communicated to the Board's Health & Safety Officer immediately at 226-934-4694. A critical injury is an injury of a serious nature that: places life in jeopardy; produces unconsciousness; results in a substantial loss of blood; involves the fracture of a leg or arm; involves the amputation of a leg, arm, hand, or foot; consists of burns to a major portion of the body; or causes the loss of sight in an eye.

SCHEDULE "E"

BRANT HALDIMAND NORFOLK CATHOLIC DISTRIC SCHOOL BOARD

ADDITIONAL RULES GOVERNING THE USE OF SCHOOL PROPERTIES

For more details, please view the Board's Policy 400.05 A copy of the current conditions will be sent with the approved permit.

1. ACCESS

Permits are normally not considered for statutory holidays, Professional Activity Days, school examination periods, or during the Christmas, March or summer breaks. All permits will be cancelled when schools are closed due to inclement weather.

Permit holders will receive an electronic communication of an approved permit, which must be printed and kept on hand. The Permit may be required to be presented to gain access to the property.

Adequate Adult Supervision (Adult is 18 Years of age or older) must accompany all rental groups. This supervisor must be with the group at all times during the rental time period. It is the responsibility of the group supervisor to ensure that their participants remain within the designated rental area, that damage to the building and grounds is not permitted and that all group participants leave the school facilities on or before the ending time of the rental permit. Board personnel will monitor all groups to ensure adequate supervision is maintained. When groups are renting multiple facility spaces, there must be a supervisor in charge of each area; i.e. when many classrooms are used, there must be a supervisor for each room. Youth group members must not enter the facility before the supervisor arrives. The group is responsible for monitoring the door. Doors must not be propped open. Supervisors must not leave until all members of their group have left the facility

2. GENERAL RESTRICTIONS AND LIMITATIONS

- School board facilities shall be made available for any educational or lawful purpose, consistent with the teachings of the Roman Catholic Church.
- The use of facilities must be complementary to the goals and beliefs of the Board.
- The applicant is responsible for the enforcement of all fire regulations and must ensure that no obstructions are placed in corridors or in front of fire exits. Some events involving tables and chairs may require submission of a floor plan for Fire Safety compliance and approval.
- Signs or decorations may not be attached to walls or elsewhere without prior arrangement with and permission from the Board representative. Any proposed additions or alterations to any part of the structure or services are to accompany the permit application and must be approved by the Manager of Facilities.
- Clean rubber-soled, non-skid and non-marking shoes must be worn during all athletic functions held in school gymnasiums and/or general purpose rooms.
- Vehicle parking is permitted only in designated parking areas only. Parking is not permitted on grass or asphalt play areas.

- Use of the kitchen, its equipment and small wares, is not permitted in any school.
- Nuts and nut products, shellfish and latex (balloons) are common allergens and pose a significant health risk to some of our students and community members. These products are not allowed in our schools.
- Permit holders are not permitted to store furniture, equipment or material in any facilities.
- Floor hockey and ball hockey are not permitted inside any Board facility.

3. EQUIPMENT

Use of any Board-owned equipment will be allowed only with approval of the Principal in advance of the start date of the permit. Only the specific items requested on the online Application Form will be left by the Principal or the designate.

All scenery, special effects, props, etc., must be approved by the Principal a minimum of 24 hours prior to the booking and removed immediately afterwards or at a mutually agreeable time.

Use of pyrotechnics, smoke machines and dry ice is strictly forbidden.

4. CANCELLATIONS

Permits will be cancelled when schools have been closed during the day due to inclement weather or for any other reason beyond the control of the Board. Notice of cancellation will be provided as quickly as possible in each situation.

5. CRITICAL INJURIES

All injuries of a serious nature must be communicated to the Board's Disability Management and Safety Coordinator immediately at 519-756-6505. A critical injury is an injury of a serious nature that places life in jeopardy; produces unconsciousness; results in a substantial loss of blood; involves the fracture of a leg or arm; involves the amputation of a leg, arm, hand, or foot; consists of burns to a major portion of the body; or causes the loss of sight in an eye.

SCHEDULE "F" SANDERSON CENTRE

TERMS AND CONDITIONS OF USE

1.0 Availability

- 1.1 Commencing on Labour Day and continuing to the end of the school year for each of the respective School Boards, the Sanderson Centre shall be made available for bookings from 8:00 a.m. to 11:00 p.m. from Monday to Thursday with no facility rental fees charged.
- 1.2 For multi-day bookings or bookings that include Friday, Saturday and Sunday, the School Boards shall be charged a rental rate for those days for the use of the Sanderson Centre at the rate payable by a non-commercial User pursuant to the City's Fees, Fines, and Charges By-law.
- 1.3 Events organized and/or hosted by Boards or Schools within the School Boards are eligible for use under the terms of this Agreement regardless of whether participants from outside the School Boards are involved (for example, the Sears Drama Festival).

2.0 Parking

2.1 The Sanderson Centre does not include facilities for parking. Users of the Sanderson Centre must find their own parking at their own expense. In no event shall this provision be construed so as to exempt any of the School Boards or School Board Users from compliance with the City's applicable parking by-laws and regulations or from payment of the fee required for any City owned parking lot, including, but not limited to, the Parkade.

3.0 Use of Equipment

- 3.1 Specialized stage equipment, including but not limited to microphones, stage lighting, a piano, music stands, and video projection are available for use at no cost to the School Boards. In all cases, uses of equipment will be under the supervision of facility staff which staff costs shall be at the School Boards' expense. All costs associated with damage to equipment caused or in any way related to the use of said equipment by the School Boards or School Board Users shall be the sole responsibility of the School Boards.
- 3.2 Consumables required as part of the use of stage equipment, including, but not limited to, batteries, haze or fog fluid, and dry ice will be charged to the School Boards or School Board Users, as the case may be.
- 3.3 Piano tuning is recommended for each event that uses a piano. Tuning will be arranged by Sanderson Centre staff upon request and will be charged to the School Board or School Board Users, as the case may be.

4.0 Booking

- 4.1 The Sanderson Centre may be booked by the School Boards' respective representatives or by their respective school principals.
- 4.2 The Sanderson Centre accepts rental requests prior to August 1st of each year for bookings taking place in the July through June period of the following year. Joint-Use bookings for this period will be accepted only once paid booking requests have been confirmed. Booking requests received in this period will be reviewed and confirmed by September 15th.
- 4.3 Regarding bookings for the current school year, the School Boards may contact the Theatre Manager of the Sanderson Centre for available dates.

5.0 Staffing

- 5.1 The School Boards or School Board Users, as the case may be, shall provide supervision for all student participants and student audience members for events at the Sanderson Centre.
- 5.2 The City shall provide staff at the School Boards' expense to fulfill requirements under the Fire Plan and the City's Collective Agreements. Minimum staffing and scheduling restrictions apply. Costs will only be charged for staff specifically scheduled for the event over and above staff that is normally scheduled.
- 5.3 In cases where salaried staff is working exclusively on the requirements of the booking, that daily rate for the position may be included as a cost for the event. This includes but not limited to the Technical Director for events with extensive staffing or logistical requirements such as a theatrical presentation.

6.0 Box Office Services

- 6.1 For events where the User is selling tickets with a monetary value the User is required to use the Sanderson Centre Box Office and pay applicable fees related to the Box Office. Where ticket sales (including tickets with no monetary value) will be conducted exclusively through the schools or Board, the User has the option of assuming all responsibility for ticket sales including, but not limited to, financial controls and ensuring no overselling of seats. This option does not apply to secondary school events.
- 6.2 No other ticket agency will be permitted to sell tickets for any event at the Sanderson Centre booked through this Agreement.

7.0 Costs

7.1 Surcharge fees per attendee for events ticketed through the Sanderson Centre Box Office shall be charged to the School Boards and their Users in accordance with the rates approved by City Council annually. To obtain a copy of the current rates for the Sanderson Centre, the School Boards and their respective Users may contact the Theatre Manager.

- 7.2 All Costs of labour, royalties, box office services, and additional equipment rentals for items not in the theatre's inventory, if applicable, will be charged to School Boards or their Users, as the case may be.
- 7.3 Users are encouraged to discuss their equipment and staffing requirements in advance of booking in order to develop an event cost estimate.
- 7.4 Where the User is conducting sales of merchandise as part of the event, the applicable commission rates will only apply if Sanderson Centre staff is selling the merchandise on behalf of the Users.
- 7.5 All other provisions of the Joint Use Agreement apply to the use of the Sanderson Centre.

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Prepared by:Bill Chopp, Superintendent of EducationPresented to:Committee of the WholeSubmitted on:May 20, 2014Submitted by:Chris N. Roehrig, Director of Education & Secretary

EXCURSION – NORTHERN ITALY

Public Session

BACKGROUND INFORMATION:

Assumption College School is requesting approval for an excursion to Northern Italy from Friday, March 13, 2015 to Sunday, March 22, 2015 (one school days missed as the trip falls during March Break).

DEVELOPMENTS:

Approximately thirty-one (31) Senior Art-History students will be participating in this field trip. Supervising teachers will include Anna Maria Petitti, Terry MacKinnon and Ryan O'Donoghue. The anticipated cost of the trip for each student is approximately \$3,075.

The rationale for the excursion is for students to gain a deeper understanding into the rich art, culture, faith and history of Northern Italy. While visiting Rome, Florence, Venice and Stresa, sites on the tour will include the Sistine Chapel, St. Peter's Basilica, the Colosseum, and St. Anthony Basilica, to name a few. Students will also have the opportunity to enjoy authentic Italian markets and cuisine.

All information has been provided in accordance with Board policy and procedures.

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from Assumption College School for an excursion to Northern Italy from Friday, March 13 to Sunday, March 22, 2015.

Prepared by:Bill Chopp, Superintendent of EducationPresented to:Committee of the WholeSubmitted on:May 20, 2014Submitted by:Chris N. Roehrig, Director of Education & Secretary

EXCURSION – BROOKLYN, NEW YORK

Public Session

BACKGROUND INFORMATION:

Assumption College School is requesting approval for an excursion to Brooklyn, New York from Thursday, October 23, 2014 (evening) to Monday, October 27, 2014 (two school days missed).

DEVELOPMENTS:

Assumption College School recently won the Ontario Bar Association's Secondary School Mock Trial championship on April 17, 2014. They have been invited to take part in an international mock trial competition with Empire Mock Trial in Brooklyn, New York, to represent Canada.

The rationale for the excursion is for approximately eight students from the Grade 10 Civics class to take part in an education program where students learn about the rules of law, experience first-hand different legal systems, and meet fellow young people from diverse backgrounds.

All information has been provided in accordance with Board policy and procedures.

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from Assumption College School for an excursion to Brooklyn, New York from Thursday, October 23 to Monday, October 27, 2014

Prepared by:Bill Chopp, Superintendent of EducationPresented to:Committee of the WholeSubmitted on:May 20, 2014Submitted by:Chris N. Roehrig, Director of Education & Secretary

EXCURSION - LONDON, PARIS, BARCELONA

Public Session

BACKGROUND INFORMATION:

St. John's College is requesting approval for an excursion to London, Paris and Barcelona from Saturday, March 14, 2015 to Sunday, March 22, 2015 (no school days missed due to March Break).

DEVELOPMENTS:

Approximately thirty (30) Grades 10-12 students will be participating in this field trip. Supervising teachers will include Lynne DiStefano and Paula Caltagirone. Louie DiStefano will be an additional volunteer. The anticipated cost of the trip for each student is approximately \$3,300.

The rationale for the excursion is for students to gain a deeper understanding into the rich art, culture and history of these three major cities. Sites on tour will highlight art and architecture from different periods. Students will have the opportunity to visit the National Gallery, Tower of London, Notre Dame, the Louvre and Sagrada Familia church, bringing classroom learning to life.

All information has been provided in accordance with Board policy and procedures.

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from St. John's College for an excursion to London, Paris and Barcelona from Saturday, March 14 to Sunday, March 22, 2015.

Prepared by:Bill Chopp, Superintendent of EducationPresented to:Committee of the WholeSubmitted on:May 20, 2014Submitted by:Chris N. Roehrig, Director of Education & Secretary

EXCURSION – NEW YORK CITY, NY

Public Session

BACKGROUND INFORMATION:

St. John's College is requesting approval for an excursion to New York City, New York from Saturday, March 14, 2015, to Tuesday, March 17, 2015 (no school days missed due to March Break.) Supervising teachers will include Don Locey, Krystan Tchegus, and three parent volunteers. Cost of the trip will be approximately \$830.

DEVELOPMENTS:

Approximately forty-five (45) students from St. John's College will travel by bus to New York City to allow students the opportunity to experience the creative power of live theatre in terms of staging and performance. Students will attend Broadway shows, investigate the wide range of professional roles involved in the business of theatre, and share in the communal experience through written reflections and photojournalism records. Students will also have the opportunity to visit Radio City Music Hall, the Metropolitan Museum of Art, and the United Nations building.

All information has been provided in accordance with Board policy and procedures.

RECOMMENDATION:

THAT the Committee of the Whole recommends that the Brant Haldimand Norfolk Catholic District School Board approves the request from St John's College for an excursion to New York City, New York from Saturday, March14 to Tuesday, March 17, 2015.

REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD

Prepared by:Chris Roehrig, Director of Education & SecretaryPresented to:Board of TrusteesSubmitted on:May 27, 2014Submitted by:Chris Roehrig, Director of Education & Secretary

MENTAL HEALTH STRATEGY

Public Session

BACKGROUND INFORMATION:

With the release of *Open Minds, Healthy Minds,* Ontario's Comprehensive Mental Health and Addictions Strategy in June 2011, the Ministry of Education made the following commitments:

- enhancement of the K-12 curriculum to feature student mental health;
- Educator Guide to help recognize and support students with mental health and addictions needs;
- dedicated funding for professional learning;
- hiring of Mental Health Leaders; and the
- creation of School Mental Health support networks.

DEVELOPMENTS:

As a result of recent funding commitments, the Brant Haldimand Norfolk Catholic District School Board responded with the following strategies:

| STRATEGY | OUTCOMES |
|--|--|
| Build Upon System-Level Organizational Conditions | Hired Mental Health Lead Determined Board Mental Health literacy base-line Streamlined pathways to care Developed Suicide Intervention Protocol Collaborated on Compassionate Care Response Guidelines Implemented Alternatives for Success Program Worked in partnership with community services Established Board Mental Health Leadership Team Completed the Board Mental Health Strategy |
| Increase Mental Health Capacity | Trained select Board staff in suicide intervention Educated Education Assistants in Mental Health promotion Increased access to Tele-Mental Health services Various system staff members attended the Peel District School Board Psychology Conference Circulated literature during Mental Health week Enhanced elementary school libraries Participated in a Guinness World Record[™] encouraging self-esteem and empowerment Increased availability of educator resources Co-organized professional networking forums |

| STRATEGY | OUTCOMES |
|--|--|
| Enhance Mental Health Promotion and Prevention | Continue to liaise with public health nurses to define Mental Health role in schools Evaluate and embed evidence-based programs and determine |
| Initiatives | next steps |
| | Analyze Mental Health and Addiction Nurses in Schools (MHANS) and Reaching Out to Kids in Schools (ROKS) data to inform our practice |
| | Continue to strategize to reduce wait list with community partners |

RECOMMENDATION:

THAT the Brant Haldimand Norfolk Catholic District School Board receives the Mental Health Strategy report.



Board Mental Health Strategy – Three-Year View

Overview Statement

The Board Mental Health Strategy for Child and Youth Mental Health is part of a larger Board vision to create safe, healthy, engaging and inclusive schools, and aims to support the overall Board Improvement Plan for Student Achievement of the Brant Haldimand Norfolk Catholic District School Board. The strategy aligns with the Brant Haldimand Norfolk Catholic District School Board's mission, "As a Catholic Learning Community, we provide faith formation and academic excellence, which enables our graduates to live a life of love and service in Christ".

Mission

The Mental Health Strategy is designed to raise awareness, reduce stigma, build capacity, and provide a coordinated and evidencebased/informed approach to mental health, while engaging partners in supporting student mental health and well-being within the Brant Haldimand Norfolk Catholic District School Board. Over the next three years, we will strive to ensure all schools are mentally-healthy environments promoting security, a sense of belonging, and optimal climates for learning.

"Peace I leave with you; my peace I give to you. Not as the world gives do I give to you. Let not your hearts be troubled, neither let them be afraid." John 12:27

Vision

The Brant Haldimand Norfolk Catholic District School Board is a Board where child and youth mental health is recognized as a key determinant of well-being and student achievement, where children and youth grow to reach their full potential. The Ontario Catholic School Graduate Expectations are directly linked with many factors that promote and assist with mental health and well-being for all. With these, and other expectations in mind, every school in the Brant Haldimand Norfolk Catholic District School Board will be a mentally-healthy school. Each school will identify and support students with mental health challenges, while demonstrating caring, and promoting well-being and achievement for students, staff, and our community.



Values/Commitments

Created in the image and likeness of God, our Catholic values instill a belief in the worth and dignity of every person. We value people thriving in safe, supportive and nurturing environments, and believe that each of us shares in the responsibility and commitment to continuous improvement for all staff and students. We recognize the powerful link between child and youth mental health and student achievement. This relationship is the foundation for effective, well-rounded contributors of our community.

Goals

"According to the Joint Consortium for School Health, positive mental health correlates with healthy development (JCSH, 2010). The promotion of positive mental health and healthy development is associated with enhanced academic achievement and school attendance," and a number of other protective factors (Supporting Minds, 2013).

The Board's prioritization of the Religion and Family Life Program gives tremendous opportunity to create safe and nurturing environments that support the development of the whole person and to build communities where we accept and support the whole person.

The following goals are informed by the Board Scan and Mapping process and are reflective of the Board's Strategic Plan and Board Improvement Plan for Student Achievement. All Board commitments and pillars have direct links to student mental health and well-being.

| | Priority Areas/Strategic Themes | Initial Scan Rating/Rationale for Area of Focus | Key Activities | Timeline | Responsibility |
|---------------------------|---------------------------------------|--|--|--|--|
| | 1. Commitment | Scans identified different levels of commitment to mental health and varying degrees of access / awareness of resources. | a) Establish School Mental Health Leadership teams. b) Link between Catholicity and inclusion should be re-iterated wherever possible. | School Lead identified September 2014 School teams established June 2015 | Mental Health Lead School Administrator Support of Superintendents |
| ORGANIZATIONAL CONDITIONS | 2. Shared language | Shared language is an area of need. | a) Board Mental Health Response Guidelines to be completed and available to each school via electronic database (portal). Guidelines to include: communication, screening tools and documentation protocols, internal / external pathways to care, self-harm, suicide intervention, non-violent crisis intervention protocol, compassionate care resources, and restorative justice practices. b) Identified personnel to be trained in Working Together screening tools, which are to be utilized when considering possible Mental Health interventions. | June 215 Training December 2014 Implementation of screening tools June 2015 | Mental Health Lead Behaviour team System SERTs SERTs |
| | 3. Standard process | Pathways to care is an area of confusion. Need for parents and staff to understand process. | a) Mental Health link to be created on Board website and accessible to staff, students and parents. | June 2015 | IT department Manager,Communications & Public Relations Mental Health Lead |

2014-15 Mental Health Action Plan

| | Priority Areas/Strategic Themes | Initial Scan Rating/Rationale for Area of Focus | Key Activities | Timeline | Responsibility |
|---------------------------|---------------------------------------|--|--|----------------|--|
| ORGANIZATIONAL CONDITIONS | 4. PD Protocols | Need for training opportunities for all staff. | a) Establish calendar of training for the year using tiered implementation of Mental Health training and skills to Senior Administration and school administrators: Mental Health First Aid (all) Safe Talk (all) ASIST (some) Restorative Practices (some) Christian Meditation with Children b) Establish training calendar for educators and support staff. | September 2015 | Mental Health Lead Curriculum Leads Superintendents |
| ORGANIZATION | 5. Broad Collaboration | Need for greater access to prevention, intervention and crisis supports. | a) Explore and evaluate tri-ministerial initiatives, i.e. Reaching Out to Kids in Schools (ROKS) and Mental Health and Addition Nurses in Schools (MHANS). b) Generate Memorandum of Understanding with Six Nations of the Grand River Child and Family Services. c) Enhance partnerships with services for students who identify as aboriginal. | June 2015 | Mental Health Lead Director: Children's Mental Health i.e. REACH, Woodview, and Six Nations of the Grand River Child and Family Services Behaviour Services team ROKS/MHANS teams |

| | Priority Areas/Strategic Themes | Initial Scan Rating/Rationale for Area of Focus | | Key Activities | Timeline | Responsibility |
|---------------------------|---|---|----------------------------------|---|---|--|
| ORGANIZATIONAL CONDITIONS | 6. Ongoing Quality Improvement | Students disengaged or not attending school. Mapping revealed inconsistencies in awareness and usage of available school/community resources. | a) b) c) d) e) f) | Survey Grades 8 and 9 students with regards to transitional needs. Create baseline measurement of student wellbeing through survey. Transitional opportunities provided to students entering Grade 9, i.e. Ready, Set, Go. Consider opportunities for Aboriginal students on and off the Reserve. Include student representation on Board Mental Health Leadership team. Develop mechanism to review promotional and preventative mental health programs across the system, including those offered through the Board or through partnerships. | June 2015 Initial tool October 2014 Electronic survey December 2014 | Principal of Continuing Education Behaviour Services Team School Success team Aboriginal Youth Mentor Aboriginal Health Centre Six Nations of the Grand River Child and Family Services |
| CAPACITY BUILDING | 7. Suicide Prevention and Intervention Skills Training | Lack of understanding and level of comfort in supporting students expressing suicidal ideation. | a) b) | Board suicide intervention protocol to be finalized and shared board wide. Tiered level of training (Safe Talk, ASIST). | Board protocol October 2014 Community protocol October 2014 Ongoing training of staff in ASIST and Safe Talk | Mental Health Lead Board Social Workers Trainers in Safe Talk Trainers Support of Superintendents |

| | Priority Areas/Strategic Themes | Initial Scan Rating/Rationale for Area of Focus | Key Activities | Timeline | Responsibility |
|--|---|---|--|--|--|
| CAPACITY BUILDING | 8. Increase Mental Health Awareness of all Staff and Literacy of some Staff | Scans indicated educators require increased levels of Mental Health literacy. | a) Increase usage of <i>Making a Difference</i> Guide. b) Introduce <i>Supporting Minds</i> document. c) Enhance Behaviour Service Portal. d) Utilize Catholic Education Week and Mental Health Week to reflect the inter- connectedness of Mental Health, Student Wellness, Achievement and Wholeness. e) Enhance school resources, i.e., age- appropriate books addressing mental health and illness for school libraries. | June 2015 | Mental Health Lead Behaviour Services team School Mental Health Lead School Library support |
| EVIDENCE- PROMOTION GRAMMING | 9. Increase Prevention Programming | Reported need for assistance in managing behaviours in the classroom. | a) Enhanced and embedded use of Dynamic Classroom Management, Self- Regulation, and Restorative practices. | June 2015 | Superintendent Mental Health Lead School Administrator Program creator |
| IMPLEMENTATION OF EVIDENCE- BASED MENTAL HEALTH PROMOTION AND PREVENTION PROGRAMMING | 10. Increase Opportunities for Social-Emotional Learning in Classrooms | Reported need in the area of social relationships (and bullying). | Life program. | Select targeted grade levels by Fall 2014 Mentors identified September 2014 | Mental Health Lead Behaviour SERT Principal of Continuing Education School Mentors |
| IMPLE BASED I AND P | | | b) Implementation of Christian Meditation with Children in all elementary schools. | October 2014 | Elementary School PrincipalsSchool Faith Ambassadors |

| | Priority Areas/Strategic Themes | Initial Scan Rating/Rationale for Area of Focus | | Key Activities | Timeline | Responsibility |
|---------------------------|---------------------------------------|--|----------------|--|---------------|---|
| Ø | 1. Commitment | Scans identified different levels of commitment to mental health and varying degrees of access / awareness of resources. | a) b) c) | Student Mental Health and well- being to be an integrated part of the 2015-2018 Board Strategic Plan and Board Improvement Plan for Student Achievement. Prioritize Religion and Family Life programming and utilize it as a forum to emphasize the respect, dignity and well-being of the whole person. Expand Practice of Christian Meditation with Children into secondary schools. | June 2016 | Mental Health Lead Superintendent |
| NOILI | 2. Shared language | Shared language is an area of need. | a) | Update Board Mental Health Response Guidelines. | June 2016 | Mental Health Lead |
| ORGANIZATIONAL CONDITIONS | 3. Standard process | Pathways to care identified as an area of confusion. | a) b) | Update Mental Health resources available through the portal." Explore and create Board/community protocol for threat assessments, including Kevin Cameron's model from the Canadian Centre for Threat Assessment and Trauma response. | June 2016 | Mental Health Lead |
| ORGAN | 4. PD Protocols | Need for training opportunities for all staff. | a) | Establish PD protocols for Mental Health trainings to ensure messages delivered are consistent with Board strategy. | June 2016 | Mental Health Lead |
| | 5. Broad Collaboration | Need for greater access to prevention, intervention and crisis supports. | a) b) | Enhance partnerships with services for students who identify as LGBT/TIQ (lesbian, gay, bisexual, transgender, transsexual, two- spirited, intersex, queer and questioning). Explore opportunities for 'safe spaces' for students requiring time away from class. | December 2015 | Mental Health Lead Community partners School Administrators |

2015-16 Mental Health Action Plan

| | Priority Areas/Strategic Themes | Initial Scan Rating/Rationale for Area of Focus | | Key Activities | Timeline | Responsibility |
|---|--|---|----------|--|---------------|--|
| ORGANIZATIONAL CONDITIONS | 6. Ongoing Quality Improvement | Mapping revealed inconsistencies in awareness and usage of available resources. | a) b) | Continue to evaluate and monitor effectiveness of school-based Mental Health interventions, including those supported by multi- ministerial initiatives. Use measurement tools to assess | December 2015 | Mental Health Lead School Administrators Community Partners |
| | 7. Suicide Prevention and Intervention Skills Training | Lack of understanding and level of comfort in supporting students expressing suicidal ideation. | a) b) | student wellbeing through survey. Ongoing training in Suicide intervention. Access and commitment to Community Collaboration on Suicide Intervention. | June 2016 | Mental Health Lead Behaviour Services In-house trainers |
| CAPACIT | Increase Mental Health Awareness of all Staff and Literacy of some Staff | Scans indicated educators require increased levels of Mental Health literacy. | a) b) | Ongoing training opportunities in the areas of Mental Health and illness. Increase utilization of tele-mental health resource. | June 2016 | Mental Health Lead Behaviour Services Community Partners |
| IMPLEMENTATION OF EVIDENCE-BASED MENTAL HEALTH PROMOTION AND REVENTION PROGRAMMING | 9. Increase Prevention Programming | Reported need for assistance in managing behaviours in the classroom. | a) b) | Enhance and increase availability of Restorative Practices, Tools for Life Program, Self-Regulation, and Dynamic Classroom Management. Explore Board use of Developmental Assets and re-visit need for training. | June 2016 | Mental Health Lead Behaviour Services |
| IMPLEM EVIDENCE HEALTH PI PREVENTIO | 10. Increase Opportunities for Social-Emotional Learning in Classrooms | Reported need in the area of social relationships (and bullying). | a) | Implement evidenced-informed, evidence-based mental health promotion and prevention strategies in elementary and secondary schools. | June 2016 | Mental Health Lead Behaviour Services Community partners Special Education Services |

| | (as of May 2014) | | | | |
|--|--|---|--|--------------|---|
| | Priority Areas/Strategic Themes | Initial Scan Rating/Rationale for Area of Focus | Key Activities | Timeline | Responsibility |
| DITIONS | 1. Standard process | Need for parents and staff to understand the process. | Further enhance relationships with parents, equipping schools with parent engagement strategies and frameworks. | June 2017 | Mental Health LeadSchool AdministratorsParent Councils |
| ONAL CON | 2. Broad Collaboration | Need for greater access to prevention, intervention and crisis supports. | a) Further develop partnership agreements to support Mental Health and well-being of students in our Board. | June 2017 | Mental Health LeadCommunity partners |
| ORGANIZATIONAL CONDITIONS | 3. Ongoing Quality Improvement | Students disengaged or not attending school. | a) Consultation committee or focus groups to be created where parents, students, and educators can have ongoing discussion regarding school or Board progress related to Board services. | June 2017 | Mental Health Lead School Mental Health teams |
| CAPACITY BUILDING | Suicide Prevention and Intervention Skills Training | Lack of understanding and level of comfort in supporting students expressing suicidal ideation. | a) Each school to have its own school- based Mental Health crisis response support team (ASIST and Safe Talk). | October 2016 | Mental Health LeadBehaviour Services |
| TATION OF E-BASED HEALTH ON AND NTION MMING | 5. Increase Prevention Programming | Reported need for assistance in managing behaviours in the classroom. | a) Dynamic Classroom Management in identified schools. | June 2017 | Mental Health Lead Superintendent School Administrators |
| IMPLEMENTATION OF EVIDENCE-BASED MENTAL HEALTH PROMOTION AND PREVENTION PROGRAMMING | Increase Opportunities for Social-Emotional Learning in Classrooms | Reported need in area of social relationships (and bullying). | a) Continue implementation of Tools for Life. b) Explore other social-emotional learning programs. | June 2017 | Mental Health Lead |

2016-17 Montal Health Action Plan



2013-14 Board Mental Health Leadership Team

- Bill Chopp, Superintendent of Education (Mental Health, Equity & Inclusion, Aboriginal Education)
- Dianne Wdowczyk, Mental Health Lead
- Dennis Blake, Board Trustee
- Andrea Winger and Arden Smelser: School Social Work
- Alice Sroka and Terry Dunnigan, Safe Schools
- Tracey Austin, Manager of Communications and Public Relations
- Carmen McDermid, Student Achievement Leader: Special Education
- Terre Slaght, Principal of Continuing Education
- Humberto Cacilhas, Secondary Vice Principal
- Karen Mitchell, Elementary Principal
- Chandra Portelli, Student Achievement Leader-K-12
- Derek McEachen, Student Achievement Consultant: Religion and Family Life
- TBD, Student Representative
- TBD, Parent Representative
- TBD, School Chaplain
- TBD, Parish Priest

| Signature: | | Date: |
|--------------|-----------------------------|-------|
| | Mental Health Lead | |
| Signature: | Superintendent of Education | Date: |
| Signature: _ | Director of Education | Date: |

REPORT TO THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD

Prepared by:Georgia Athanasiou, Student TrusteePresented to:Board of TrusteesSubmitted on:May 27, 2014Submitted by:Chris N. Roehrig, Director of Education & Secretary

STUDENT TRUSTEE REPORT

Public Session

BACKGROUND INFORMATION:

The student senate met on April 29, 2014 to select the 2014-15 Student Trustee. Senate also had a meeting on May 20, 2014.

DEVELOPMENTS:

Student senators, as well as several other student representatives from the three secondary schools, met on April 29 to vote on the new Student Trustee for the 2014-15 school year. After hearing speeches from all of the candidates, and after much deliberation, Kim Gubbels of Holy Trinity was selected as next year's Student Trustee. The Student Senate also met on May 20 for their monthly meeting, where the program was finalized for the annual May Symposium, which was held on May 22, 2014.

SCHOOL NEWS:

Assumption College School (ACS) Lions organized a new spring event, a glow dance, on May 1. The theme was Electric Zoo, and the event was very successful. Assumption College students were also able to participate in the annual March for Life event in Ottawa on May 8. The theme of the Senior Lions prom held on May 10 was *Living in Colour*. The school also hosted a Grade 8 Day on May 27, where all incoming Grade 9 students were welcomed into the ACS community.

St. John's College also began their month with their annual spring dance, Glow, which was held on May 7 and was once again a major success. The Eagles are also busy with their spring canned food drive for the St. Vincent de Paul Society. This drive is run in a similar fashion to the fall's Halloween for Hunger campaign. Senior Eagles enjoyed their prom on May 24, which had for its theme, *Bright Light, Big City*.

The Holy Trinity Titans are looking forward to their prom on May 31, with the theme *Great Gatsby*. Holy Trinity also welcomed incoming Grade 8 students into their community through programs such as the Spring Success tour and Leaders Leading Leaders. The Titans spent most of their energy this spring focused on one of the biggest events they have ever hosted, *United in May* for United Way. Held on Friday, May 23, it was a night of fun and entertainment where students and community members alike gathered to raise money for charity. There was a car show, student performers, children's games, a barbeque, and an art show. All proceeds have been donated to the United Way.

RECOMMENDATION:

THAT the Brant Haldimand Norfolk Catholic District School Board receives the Student Trustee Report.

2013-14 Trustee Meetings and Events

| Date | Time | Meeting/Event | New / Revised |
|---------------|----------|--|---------------|
| May 27, 2014 | 7:00 pm | Board Meeting | |
| June 4, 2014 | 6:30 pm | Policy Committee Meeting | |
| June 9, 2014 | 7:00 pm | Audit Committee Meeting | |
| June 10, 2014 | 10:00 am | Have a Go track meet at Holy Trinity (secondary) (rain date June 11) | |
| June 10, 2014 | 7:00 pm | SEAC Meeting | |
| June 12, 2014 | 2:00 pm | Executive Council Meeting | |
| June 16, 2014 | 10:00 am | Have a Go track meet at Assumption College (elementary) (rain date June 17) | |
| June 17, 2014 | 7:00 pm | Committee of the Whole | |
| June 24, 2014 | 7:00 pm | Board Meeting | |
| June 25, 2014 | 4:45 pm | Assumption College Graduation | |
| June 26, 2014 | 6:30 pm | Holy Trinity Graduation | |
| June 26, 2014 | 7:00 pm | St. John's College Graduation | |