



## REGULAR MEETING OF THE BOARD OF TRUSTEES

HELD VIRTUALLY

**NOVEMBER 4, 2021**

*10:00 a.m. Regular Board Meeting*

### **AGENDA**

1. Call to Order
2. Ratification to Proceed with Virtual Meeting
3. Approval of Agenda
4. In Camera Meeting
5. Motions Arising from In Camera
6. Approval of Minutes
  - a) Organizational Meeting – October 28, 2021
  - b) Regular Board Meeting – October 28, 2021
7. Exemplary Practice/ Student Showcase
  - a) Numeracy Practice, Chestermere Lake Middle
8. Superintendent's Report
9. Chair's Report/Correspondence
10. Committee Reports
  - a) Planning
  - b) Other
11. Trustee Reports
12. New Business
13. Adjournment

This unofficial agenda is subject to change and is not *official* until approved at the Board meeting.



# EXEMPLARY PRACTICE

TO: THE BOARD OF TRUSTEES

FROM: THE SUPERINTENDENT OF SCHOOLS

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**Date of Meeting:** Nov. 4, 2021

**Showcase Name:** Building Thinking Classrooms in Chestermere Lake Middle School

**Teacher:** John-Mark Crane, Landry Forand

## **Project Description**

At Chestermere Lake Middle School (CLMS), Teacher Landry Forand has begun using Thinking Classrooms in Mathematics principles to engage students in numeracy.

Thinking Classrooms in Mathematics was developed by Peter Lijedahl of Simon Fraser University, who has focused his study on instructional practices in mathematics. Thinking Classrooms uses 14 practices that spark engagement, promote problem solving and get students thinking. The teaching space is unrecognizable, learning becomes dynamic, and many math processes are deeply ingrained in each lesson. Communication, reasoning, visualization, problem solving and mental mathematics are also key.

Forand will share how employing these 14 practices has resulted in a transformation in the classroom and students, causing exponential student progress. Stepping into a Thinking Classroom, observers will see students in groups of three standing around whiteboards in discussions, sharing ideas, collaborating and cheering as they think and work through tasks together. This is just the surface, and much more is going on behind the scenes for both students and the teacher. Students are excited for math class, conversations have been rich and most importantly, students are thinking.

Because Thinking Classrooms is a practice that is best viewed and experienced, CLMS has partnered with educators both within the school and across RVS. Several people – including other CLMS teachers, numeracy instructional coaches, the Director of Instructional Leadership and Associate Superintendent of Learning – have been invited to explore the “thinking classroom.” CLMS will also spend a half-day working with teachers and administrators at Muriel Clayton Middle School in Airdrie to discuss the “thinking classroom” and other best practices. Pictures and videos have also been shared on CLMS’ social media channels, and best practices are shared among the Numeracy department via the school’s SharePoint site.



**SUPERINTENDENT'S REPORT**  
REGULAR MEETING OF THE BOARD OF TRUSTEES

**NOVEMBER 4, 2021**

**AGENDA**

1. Beiseker Reciprocal Use Facilities Agreement
2. Update on Proof of Immunization/ Negative Test Requirement

**ACTION**

Directive  
Information

A handwritten signature in black ink, appearing to read "Greg Luterbach", with a star-like flourish above the final letters.

Greg Luterbach  
Superintendent of Schools

# DIRECTIVE FOR ACTION



TO: THE BOARD OF TRUSTEES

FROM: THE SUPERINTENDENT OF SCHOOLS

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**Item:** Beiseker Reciprocal Use of Facilities Agreement

**Date of Meeting:** November 4, 2021

**Background:**

The Village of Beiseker reached out to Rocky View Schools (RVS) administration in the fall of 2019 for the purpose of updating the Reciprocal Use Agreement. Rocky View Schools has had an agreement in place with the Village of Beiseker for Reciprocal Use since June 29, 1995. The previous agreement, between the Village of Beiseker and RVS was dated June 4, 2008.

**Current Status:**

Although discussions were delayed due to COVID-19, the Agreement has now reached a point where both the Village of Beiseker and RVS are satisfied with the changes. Changes of note include:

- Addition of a schedule to review the agreement (every 5 years)
- Updates to insurance and indemnification
- Clarification around the booking processes, the committee & contacts
- Revisions to the Legal Name (as per the Education Act)
- Consideration of current RVS' Policies and Procedures

The draft agreement is attached as Appendix A for review and consideration by the Board of Trustees.

**Alternatives:**

**Alternative I**

The Board of Trustees approves the Reciprocal Use Agreement with the Village of Beiseker as presented, requesting that administration sign the Agreement as presented.

**Alternative II**

The Board refer the matter back to the Board Planning Committee for further discussion.

**Recommendation:**

The Board of Trustees approves the Joint Use Agreement with the Village of Beiseker as presented, requesting that administration sign the Agreement as presented.



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## APPENDIX A - DRAFT AGREEMENT

### RECIPROCAL USE OF FACILITIES AGREEMENT

This Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Between:**

**THE BOARD OF TRUSTEES OF  
ROCKY VIEW SCHOOL DIVISION**

a body corporate, incorporated pursuant to the EDUCATION ACT  
S.A. 2012 Chapter E-0.3 as amended  
(hereinafter called the "School Division")

of the first part

and

**VILLAGE OF BEISEKER**

a body corporate, incorporated pursuant to the Municipal Government Act  
RSA 2000, c M-26 as amended  
(hereinafter referred to as the "Municipal Corporation")

of the second part

**WHEREAS** it is the purpose of the Municipal Corporation to encourage and assist citizens to organize and participate in leisure and recreational activities and to this end construct, maintain, and operate recreational facilities;

**AND WHEREAS** the Municipal Corporation has adopted a policy of making such facilities available for school programs when the facilities are not required for community programs;

**AND WHEREAS** the School Division has adopted a policy of making school facilities available, at a fee, for leisure and recreational activities when such facilities are not required for school purposes;

**AND WHEREAS** it is the wish of the Municipal Corporation and the School Division, herein referred to as "the Parties", to this Agreement to use these facilities for maximum community benefit;

**NOW THEREFORE** in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:



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## 1. BEISEKER RECIPROCAL USE COMMITTEE

- 1.1. The Parties hereby agree to establish the Beiseker Reciprocal Use Committee (the Committee). The Chief Administrative Officer of the Municipal Corporation and the Associate Superintendent of Business and Operations of the School Division shall each appoint up to two members to the Committee.
- 1.2. If needed on an occasional basis, and with agreement of the Committee members, additional members may be invited to join the Committee.
- 1.3. The Committee will be responsible to:
  - 1.3.1. approve community groups to become known as “registered community groups”. These groups will be shown in Schedule “E”. These registered community groups will fall under the terms and conditions of use outlined herein for registered community groups (including article 7 – Cost of School Division Facility Use)
  - 1.3.2. establish the annual schedule for municipal access to the school division facility and school access to the municipal corporation facilities. Once established this will be provided to the respective booking agents. The committee will adjust the schedule from time to time, providing the updates to the respective booking agents.
  - 1.3.3. review concerns from/about RVS School use of Municipal Facilities
  - 1.3.4. review concerns from/about registered community groups (as outlined in Schedule “E”) use of the School Division facilities.
  - 1.3.5. monitor the implementation of this Agreement;
  - 1.3.6. create and maintain awareness of the Agreement within their respective organizations; and
  - 1.3.7. evaluate the effectiveness of the Agreement on a regular basis.
- 1.4. The Committee shall meet at least once per year. Additional meetings may be scheduled as required.
- 1.5. The Committee members shall appoint a Chairperson on a yearly basis. Each year the Chairperson of the Committee shall alternate between the School Division’s representatives and the Municipal Corporation’s representatives on the Committee.
- 1.6. The Municipal Corporation shall provide secretarial support for the Committee.
- 1.7. The Committee shall adopt Roberts Rules for matters of procedure.
- 1.8. The Committee shall keep minutes for all meetings of the Committee. Copies of the minutes



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of the meetings shall be provided to the Parties.

## 2. REVIEW OF AGREEMENT

- 2.1. The Parties shall conduct a formal review of all terms of this Agreement every five (5) years to determine whether changes are necessary or required. In the event of anticipated changes to the *Municipal Government Act* or the *Education Act* that may materially affect any element of this Agreement, the Parties shall conduct a formal review of this Agreement prior to such amendments being enacted to determine what changes to this Agreement may be required.
- 2.2. This Agreement is subject to the provisions of the *Municipal Government Act* and the *Education Act* (collectively referred to as the "Acts") and any requirements regarding the operation of P3 facilities (P3 requirements). Where there is any conflict between the provisions of this Agreement and any P3 requirements, the provisions of the Acts and P3 requirements shall prevail.

## 3. AMENDMENT OF AGREEMENT

- 3.1. This Agreement shall not be modified, varied or amended except by written agreement of the Parties.
- 3.2. At any time, and from time to time, any one of the Parties to this Agreement may submit to the other for review proposed amendments which it believes are necessary to ensure a proper framework for carrying out this Agreement. Any proposed amendments shall be reviewed by the Parties and their recommendations shall be considered along with the original submission by the Committee within six (6) months of such amendments or recommendation being proposed.
- 3.3. In the event that any of the Parties to this Agreement do not agree to the proposed amendments then this Agreement shall not be amended, and the Dispute Resolution provisions shall not apply.

## 4. PROCESS FOR DISPUTE RESOLUTION WITH RESPECT TO THE AGREEMENT

- 4.1. The Committee agrees to utilize all reasonable efforts to resolve any disputes arising with respect to this Agreement in a prompt and amicable manner by direct negotiation between the Parties. Conflicts should be resolved by the Committee members if such individuals have the actual authority to implement such resolution.
- 4.2. The Parties shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation, unless and until this Agreement is terminated.
- 4.3. If a dispute cannot be resolved by the Committee members within thirty (30) days from



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the date it is first raised at the Committee, a Party may refer the dispute to the Municipal Corporation's Chief Administrative Officer and the School Division's Associate Superintendent of Business and Operations. The Municipal Corporation's Chief Administrative Officer and the School Division's Associate Superintendent of Business and Operations shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration.

- 4.4. If a dispute cannot be resolved by the Municipal Corporation's Chief Administrative Officer and the School Division's Associate Superintendent of Business and Operations by mutual agreement within thirty (30) days of referral to them, either Party may submit the dispute for mediation. Any Party may, on notice to the other Party, request that mediation take place and the Parties shall select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with representatives of the Parties.

4.4.1. The cost of the mediator will be equally shared by the Parties.

4.4.2. Any mediation which takes place will be strictly confidential. No proposal or concession made by either Party in the course of mediation may be used by any Party in any subsequent proceedings. The mediator may not be called by any Party as a witness in any subsequent proceedings or be required to produce any documents.

- 4.5. Failing mediation, the matter shall be referred to the elected officials of each of the Parties for the purpose of determining whether there continues to be commitment to this Agreement. Should there no longer be commitment to this Agreement, then the Parties may terminate this Agreement as provided for in this Agreement.

## 5. AVAILABILITY OF SCHOOL DIVISION FACILITIES

5.1. The School Division shall make available to the Municipal Corporation for use by registered community groups for leisure and recreational activities, all those designated portions of present and future school facilities as outlined in Board Policy 22 attached as Schedule "A", Administrative Procedure AP5025 (Community Use of School Facilities and Equipment) attached as Schedule "B", and Administrative Procedure AP5014 (Community Use Of Outdoor Spaces) attached as Schedule "C". The School Division shall also make available to the Municipal Corporation for use by registered community groups, the non-expendable recreational equipment at the costs outlined in the Administrative Procedures. The Municipal Corporation acknowledges and agrees that the attached Schedules "A", "B" and "C" are the current Policy and Administrative Procedures of the School Division and are subject to change at the School Division's sole discretion, without the agreement of the Municipal Corporation being required. The attached Schedule shall be replaced as necessary, from time to time.

5.2. The current registered community groups are those groups that are listed in Schedule "E" of this Agreement. Schedule "E" will be amended from time to time as additional

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registered community groups are approved or deleted.

## 6. AVAILABILITY OF MUNICIPAL CORPORATION FACILITIES

6.1. The Municipal Corporation shall make available to the School Division, for school programs, all present and future recreational facilities that the Municipal Corporation owns or operates. The recreational facilities and hours of use presently available are listed in Schedule "F" to this Agreement. Schedule "F" shall be amended from time to time by adding references to reflect hours of use as negotiated between the parties to this Agreement that are available to the School Division. The Municipal Corporation shall make available to the School Division, for school programs, all non-expendable recreational equipment in the facilities outlined on Schedule "D".

## 7. COST OF SCHOOL DIVISION FACILITY USAGE

7.1. Subject to the school facilities being available and not previously committed to another use, the Municipal Corporation or registered community groups may use all present and future available school facilities upon the payment of fees outlined in Schedules "B" and "C" during the designated times on instructional days. The Municipal Corporation or registered community groups may use all present and future available school facilities, upon the payment of fees outlined in Schedules "B" and "C" on non-instructional days, provided permission to use the school facilities on non-instructional days is granted by the School Division.

## 8. COST OF MUNICIPAL CORPORATION FACILITY USAGE

8.1. School groups may use all Municipal Corporation recreational facilities for school programs free of charge during the designated times outlined in Schedule "F" of this Agreement. School groups shall pay for instructors provided by, or through, the Municipal Corporation at the normal rates charged for such instructors. Future Municipal Corporation recreational facilities shall be made available free of charge for use by school groups for school programs during the designated times that will be negotiated between the Parties in an amended Schedule "F" to this Agreement.

## 9. INSURANCE

9.1. The Village shall, at its own expense and without limiting its liabilities provide and maintain the below listed insurance coverage in compliance with the Insurance Act of Alberta, with carriers, on forms and with coverage endorsements satisfactory to the School Division in its sole discretion.

9.1.1. Commercial general liability insurance (including premises/operations liability, contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability, and extended bodily injury and death coverage) in a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate combined single limit for bodily injury



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or death, personal injury or property damage.

9.1.2. Professional Liability Insurance covering actual or alleged acts, errors or omissions committed by the Village, its agents or employees, arising out of the performance of this Agreement. The policy coverage shall also extend to include personal injury, bodily injury and property damage from the performance of professional service and/or arising out of the program.

9.1.3. Computer Security, Privacy Liability and Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Village in this agreement and shall include, but not be limited to, covering actual or alleged acts, errors or omissions committed by the Village, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Village, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

9.1.3.1. unauthorized use/access of a computer system

9.1.3.2. defense of any regulatory action involving a breach of privacy

9.1.3.3. failure to protect confidential information (personal and commercial information) from disclosure

9.1.3.4. notification costs, whether or not required by statute.

9.2. The School Division shall, at its own expense and without limiting its liabilities provide and maintain the below listed insurance coverage in compliance with the Insurance Act of Alberta, with carriers, on forms and with coverage endorsements satisfactory to the Village in its sole discretion.

9.2.1. Commercial general liability insurance (including premises/operations liability, contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability, and extended bodily injury and death coverage) in a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage.

9.2.2. Professional Liability Insurance covering actual or alleged acts, errors or omissions committed by the Village, its agents or employees, arising out of the performance of this Agreement. The policy coverage shall also extend to include personal injury, bodily injury and property damage from the performance of professional service and/or arising out of the program.

9.2.3. Computer Security, Privacy Liability and Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by School Division in this agreement and shall include, but not be limited to, covering actual or alleged acts, errors or omissions committed by the School



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Division, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Village, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

- 9.2.3.1.unauthorized use/access of a computer system
- 9.2.3.2.defense of any regulatory action involving a breach of privacy
- 9.2.3.3.failure to protect confidential information (personal and commercial information) from disclosure
- 9.2.3.4.notification costs, whether or not required by statute.

- 9.3. The Village shall have the required insurance in full force and effect prior to execution of this Agreement. The Village shall provide the School Division with evidence satisfactory to the School Division of all required insurance prior to the commencement of the work in the form of the Certificate of Insurance. The School Division will provide evidence satisfactory to the Village of all required insurance prior to booking any municipal facility.
- 9.4. All required insurance shall be endorsed to provide the School Division with 30 days advance written notice of cancellation
- 9.5. The Village shall require and ensure that each subcontractor provide evidence of comparable insurance to that set forth in the insurance requirements section of the contract and shall provide evidence of same to the School Division upon request.

## 10. INDEMNIFICATION

- 10.1. The School Division agrees to defend, indemnify and save The Village harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of the School Division, its servants, agents or employees related to or arising out of programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the Village in defending any legal action pertaining to the above.
- 10.2. The Village agrees to defend, indemnify and save the School Division harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of the Village its servants, agents, or employees related to or arising out of programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the hospital in defending any legal action pertaining to the above.

## 11. COST OF PROPERTY DAMAGE

- 11.1. The Parties to this Agreement agree that the cost of repairing property damage, other than normal wear and tear, arising out of the use of the facilities, as outlined in Schedules A, B, C, D and F, of this Agreement, as either is amended from time to time will be assessed to and paid for by the respective user group of the facility that caused the

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damage. If any costs of damage are not paid within thirty (30) days of being invoiced, the Party who has not been paid may refuse use of its facilities to the offending group, notwithstanding any provision of this Agreement.

## 12. OPERATING COSTS

12.1. Operation and maintenance costs shall be the responsibility of the Party owning or operating of each facility.

## 13. RULES AND REGULATIONS

13.1. It is further agreed that the following general rules and regulations shall apply:

13.1.1. In School Division facilities, priority will be given to school sponsored programs first and Municipal Corporation programs under this agreement second.

13.1.2. In Municipal Corporation facilities, priority will be given to the Municipal Corporation's activities first and the School Division access second.

13.1.3. The supervision and discipline of the School Division's students using the Municipal Corporation's facilities during school programs is the responsibility of the School Division.

13.1.4. The supervision of Municipal Corporation programs and registered community groups using school facilities is the responsibility of the Municipal Corporation.

13.1.5. Where Government regulations require specialized supervision, for example, lifeguards at swimming pools, it is the responsibility of the Municipal Corporation to provide such specialized supervision without charge to the School Division, provided that if such supervisors provide instruction to school groups, the school group shall be responsible for the cost of that instruction, as provided in this Agreement.

13.1.6. Both the Municipal Corporation and the School Division shall maintain their facilities and equipment in a safe condition providing evidence of such upon request of the Committee.

13.1.7. The Municipal Corporation and all Registered User Groups shall follow the School Division's, Alberta Health Services', the Government of Alberta's, and the Government of Canada's orders made in response to pandemic or health events. The Municipal Corporation may be directed by the School Division to take specific measures in the School Division's facilities or when dealing with the School Division's students.

13.1.7.1. In the case of a pandemic or other health event as outlined above, the School Division may, at its discretion, require additional waivers,

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indemnifications or consents from the Registered User Groups, their staff, and participants as a precondition to the continued provision of the Services.

- 13.1.7.2. If the Registered User Groups do not comply with the requirements in this Article, the School Division may refuse to allow the Registered User Group access to the School Division facility, with no additional liability or obligation on the part of School Division.

## 14. TERMINATION

- 14.1. The Agreement may be terminated by either Party giving notice to the other Party before June thirtieth in any year, and upon such notice being given this Agreement ceases to have effect on the thirtieth day of June in the year following the school year in which the notice is given. Notice shall be given to the School Division at its central office to the attention of the Associate Superintendent of Business and Operations and to the Municipal Corporation at its address as known to the School Division to the attention of the Chief Administrative Officer.

## 15. TERM

- 15.1. This Agreement shall come into effect on September 1, 2021 and shall continue to be in effect from year to year unless terminated or amended as previously outlined. Amendment of any Schedule to this Agreement shall not be a termination and creation of a new agreement but merely a modification of this Agreement.

## 16. ARBITRATION

- 16.1. In the event of a dispute arising between the Parties regarding the interpretation, application operation or alleged violation of this Agreement, such dispute shall be determined by arbitration in accordance with this Agreement.
- 16.2. The Party alleging a dispute (the "First Party") shall notify the other Party (the "Opposite Party") in writing of the details of the nature and extent of the dispute.
- 16.3. Within ten (10) working days from receipt of notice, the Opposite Party shall in writing notify the First Party of the matters referred to in the initial notice for which it accepts responsibility, if any, and what remedial action it proposes to take.
- 16.4. The terms of reference for arbitration shall be those areas of dispute referred to in the initial notice with respect to which the Opposite Party has not admitted responsibility, or the proposed remedial action is not to the satisfaction of the first party.
- 16.5. The First Party shall, within fifteen (15) working days of the establishment of the terms of reference, submit in writing to the Opposite Party, the name, or a list of names, of the person, or persons, that it accepts as an arbitrator.

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- 16.6. The Opposite Party shall respond in writing to the First Party within ten (10) working days of receipt of the list of names of the proposed arbitrator(s) provided by the First Party, by way of providing the name, or list of names, of the proposed person, or persons, that it accepts as an arbitrator or, agreeing to the First Party's proposed person, or one of the proposed persons to serve as arbitrator. If the Parties cannot agree on an arbitrator within thirty (30) working days, either Party may apply to the Court of Queen's Bench for the appointment of an arbitrator.
- 16.7. Within thirty (30) working days of the appointment of the arbitrator, or such further period as may be agreed upon by the Parties, the arbitrator shall resolve the matters in dispute referred to in the terms of reference.
- 16.8. The decision of the arbitrator shall be final, conclusive and binding upon both Parties subject to being questioned, or reviewed, in the Court of Queen's Bench by an application for judicial review.
- 16.9. The costs of the arbitrator shall be borne equally by the Parties.
- 16.10. Each of the Parties to this Agreement shall bear all of their own legal costs and disbursements incurred in retaining, if necessary, legal counsel to represent their respective interests at the arbitration

## 17. SUCCESSORSHIP

- 17.1. This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

## 18. PRIOR AGREEMENTS

- 18.1. On the effective date of this Agreement, any previous agreements or any portions of such Agreements dealing with reciprocal use of facilities executed by the School Division and Municipal Corporation, shall be terminated and be of no effect.

## 19. EXECUTION IN COUNTERPART

- 19.1. The Parties shall be entitled to execute this Agreement, and any future amendments to this Agreement, in counterpart, not under seal, and to rely on delivery of facsimile or scanned and e-mailed copy of this Agreement once executed, and facsimile or e-mail transmissions by the parties of any such facsimile or scanned copy shall be legally effective to create a valid and binding agreement between the parties in accordance with the terms of this Agreement.

**{Remainder of page intentionally left blank. Signature page to follow}**



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**IN WITNESS WHEREOF** the parties have executed this Agreement under the hands and seals of their proper officers on the day, and year, first above written.

## THE BOARD OF TRUSTEES OF ROCKY VIEW SCHOOL DIVISION

Per: \_\_\_\_\_ (c/s)  
Larry Paul  
Associate Superintendent of Business and Operations

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020

## VILLAGE OF BEISEKER

Per: \_\_\_\_\_ (c/s)  
(Name, Title)

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020

**WITNESS TO \_\_\_\_\_'S SIGNATURE**  
(required if corporate seal not provided)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



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**SCHEDULE "A"**  
**BOARD POLICY 22 – Community Use of Schools**

[https://www.rockyview.ab.ca/board\\_policies/board-policies/board-policy-22-community-use-of-school-facilities-and-equipment-effective-september-1-2019/view](https://www.rockyview.ab.ca/board_policies/board-policies/board-policy-22-community-use-of-school-facilities-and-equipment-effective-september-1-2019/view)



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## **SCHEDULE "B"**

### **AP5025 - Community Use of School Facilities and Equipment**

[https://www.rockyview.ab.ca/staff/admin\\_procedures/500-business-administration/business-and-operations/ap5025-community-use-of-schools-and-facilities/view](https://www.rockyview.ab.ca/staff/admin_procedures/500-business-administration/business-and-operations/ap5025-community-use-of-schools-and-facilities/view)



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## SCHEDULE "C"

### AP5014 - Community Use of Outdoor Spaces

[https://www.rockyview.ab.ca/staff/admin\\_procedures/500-business-administration/business-and-operations/ap5014-community-use-of-outdoor-spaces/view](https://www.rockyview.ab.ca/staff/admin_procedures/500-business-administration/business-and-operations/ap5014-community-use-of-outdoor-spaces/view)



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## **Schedule "D" Municipal Equipment and Booking process**

All requested bookings/Inquiries for Village of Beiseker Facilities need to go through the Village of Beiseker office. Contact Phone Number: 403-947-3774.

Arena Bookings can be directed to the Beiseker Arena at 403-947-3855

*\*Approval of bookings, for Municipal Corporation Facilities, will be granted at the sole discretion of the Village of Beiseker/Beiseker Arena Manager. This includes bookings of Municipal Corporation Facilities by Beiseker Community School.*



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## Schedule "E" School Division Facility

### USE BY THE MUNICIPAL CORPORATION

#### Beiseker Community School

The Municipal Corporation shall have rental fees waived for:

- FCSS and municipal recreation programs and events held in a School Division's facility on instructional days; and/or
- Approved FCSS and municipal recreation activities that occur on the School Division's outdoor space(s)

#### Use on non-instructional days

Should the Municipal Corporation or a Registered Community Group access a school facility under the Agreement on a non-instructional day or outside of normal rental hours, the user agrees to pay the incremental expenses incurred for supervision, cleaning and equipment operation, unless the school principal otherwise agrees to pay any applicable fees. There will be no charge for use of outdoor spaces.

#### Registered Community Groups

Beiseker Family Community Support Services (FCSS)



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## SCHEDULE "F" Municipal Corporation Recreational Facilities

### USE OF MUNICIPAL CORPORATION FACILITIES

#### Beiseker Community Centre

- Use of this facility is available for students of Beiseker Community School during regular school hours at no charge.
- Use of this facility is available for students of Beiseker Community School after regular school hours at a charge of 150.00 per event/use.
- No charge will be made for use of the facility for the Community School Christmas concert.
- Use of the media equipment will be at a rate of \$50 per use. A \$500 damage deposit will be required.
- Proof of insurance is required upon request.

#### Beiseker Arena

- Use of this facility is available for students of Beiseker Community School during regular school hours at no charge to a maximum of 15 hours annually.

#### Ball Diamond

- Use of this facility is available for students of Beiseker Community School during regular school hours at no charge.

#### Running Track

- Use of this facility is available for students of Beiseker Community School during regular school hours at no charge.

#### Caretaking Costs

- If caretaking of over and hour is required due to school Division use the Municipal Corporation will charge \$30.00 per hour for such service.

Approval of bookings, for Municipal Corporation Facilities, will be granted at the sole discretion of the Village of Beiseker/Beiseker Arena Manager. This includes bookings of Municipal Corporation Facilities by Beiseker Community School.

## Purpose/Background

Rocky View Schools (RVS) is committed to providing safe and healthy learning and working environments. RVS commits to protecting students and Employees from injury, illness, and accidents as required by *Occupational Health and Safety Legislation*, the *Education Act*, and common law. Transmittable diseases, including COVID-19, are identifiable workplace hazards. Such hazards can have a detrimental effect on health and safety, division operations, student learning, Employee productivity, costs, and Employee morale. RVS has legal obligations to take all reasonable steps to identify, eliminate, and control workplace hazards like COVID-19.

Government and Health Officials advise that COVID-19 represents an identifiable workplace hazard. COVID-19 is an acute respiratory illness caused by the severe acute respiratory syndrome coronavirus 2 (SARS-COV-2). Exposure to the virus typically occurs through: (1) inhalation of fine respiratory droplets and aerosol particles; (2) deposit of respirator droplets and particles on exposed mucous membranes in the mouth, nose, or eye by a direct splash or spray; or (3) touching mucous membranes with hands that have been soiled by virus-containing respiratory fluids (or touching surfaces with the virus on them).

Government and Health Officials advise that typical symptoms include fever, cough, shortness of breath, and several other symptoms. Asymptomatic infection is also possible. The risk of severe disease and death increases with age and is elevated in those with underlying medical conditions and those who are pregnant. Previously, younger persons have been less likely to develop serious illness or death, however, the emergence of variant strains have seen increasing hospitalization rates and death among younger age groups.

Our division has identified multiple cases of confirmed COVID-19 infection in all sites, among both its staff and student population, notwithstanding attempts to control spread through administrative controls (including physical distancing and cohorting) and through personal protective equipment (such as masking). The effectiveness of these existing measures to limit the risk of the COVID-19 hazard intensifies the need for this administrative procedure.

The Division recently received a joint letter from the Ministers of Health and Education encouraging a mandatory proof of vaccination or negative test policy be implemented by all School Divisions.

The purpose of this administrative procedure is to mitigate the risk of spread of COVID-19 infection in all RVS facilities to protect staff, students, and their families from the highly contagious illness during a global pandemic.

### Definitions:

**COVID-19:** Refers to the virus designated “coronavirus 2 (SARS-COV-2)” or the symptoms of that virus where the context requires.

**Employee:** Means any and every Employee of the Division while such individual is performing services on behalf of the Division or on Division property.

## **Fully**

**Immunized:** Refers to receiving the required number of doses of vaccine as per Health Canada Guidelines and having 14 days elapsed since the date upon which the person received the second dose of the COVID-19 vaccine considered valid by Health Canada of a two-dose series, or one dose of the COVID-19 vaccine considered valid by Health Canada in a one dose vaccine series. See “Vaccine” for further information.

## **Human**

**Resources:** Refers to the Human Resources Department of RVS.

## **Rapid Test:**

Refers to any COVID-19 rapid testing devices authorized by Health Canada and approved by RVS. This does NOT include testing provided by Alberta Health Services (AHS) nor at-home tests.

## **Vaccine:**

Refers to any vaccine approved by Health Canada for inoculation against COVID-19. Currently this includes: the Moderna COVID-19 vaccine (2 doses required); the Pfizer-BioNTech COVID-19 vaccine (2 doses required); AstraZeneca/COVISHIELD COVID-19 vaccine (2 doses required); and the Janssen (Johnson & Johnson) COVID-19 vaccine (1 dose required). Any combination of two dose Health Canada approved vaccines are acceptable (e.g., one dose of AstraZeneca and one dose of Pfizer-BioNTech).

## **Compliance**

**Coordinator:** The individual(s) designated by Human Resources, or in the absence of such designation, a Wellness Coordinator.

## **Procedures**

### **1. EMPLOYEE REQUIREMENTS**

- 1.1. This procedure is in addition to other Employee requirements mandated by government authorities and by the Board with respect to COVID-19 (e.g., mask wearing requirements) and does not supersede or replace any other measures or policies in place to address the hazard posed by COVID-19. The administrative procedure imposes two alternatives for compliance, immunization against COVID-19 (section 2) or semi-weekly rapid testing (section 3).
- 1.2. All Employees are required to show proof of full immunization against COVID-19 or comply with the semi-weekly proof of negative test requirement.
- 1.3. Employees who cannot comply with this administrative procedure have a duty to inform the Division, under section 4.

- 1.4. Employees who are unable to show proof of immunization and be fully immunized by January 3, 2022 or are unwilling to routinely show proof of negative COVID-19 testing, shall be considered non-compliant with this administrative procedure. Human Resources will review each non-compliant circumstance in its own context and circumstances, and at its discretion will determine available options including but not limited to:
  - 1.4.1. Leave of absence without pay and benefits;
  - 1.4.2. Reassignment or modification of duties in very limited circumstances; and
  - 1.4.3. Conclusion of employment.
- 1.5. Any Employees hired to or within the Division on or after January 3, 2022, will require proof of immunization or semi-weekly proof of a negative COVID-19 Rapid Test as a condition of employment prior to their first day of work.

## **2. PROOF OF IMMUNIZATION REQUIREMENT**

- 2.1. To comply with this alternative, the Employee must:
  - 2.1.1. Be Fully Immunized with a Vaccine, as recommended by Health Canada or Alberta Health Services, no later than January 3, 2022.
  - 2.1.2. Provide Human Resources proof of immunization via a secure, online form in Atrieve by December 1, 2021.
    - 2.1.2.1. Proof of immunization includes:
      - 2.1.2.1.1. A screen shot/image of the QR code proof of immunization produced by Alberta Health (available via <https://covidrecords.alberta.ca>); or
      - 2.1.2.1.2. If you are fully immunized and unable/unwilling to provide the QR code, please contact your Compliance Coordinator to discuss other options to demonstrate proof of immunization.
    - 2.1.2.2. Compliance Coordinator will record that the division has verified proof of immunization in a field in the Employee's electronic file in Atrieve. The uploaded image of the proof of immunization will be kept in Atrieve as well. These will be used for the purpose of tracking who has shown proof of immunization.
- 2.2. Employees who do not provide proof of immunization in Atrieve by December 1, 2021, will be required to indicate in Atrieve that they will be participating in semi-weekly proof of negative COVID-19 testing as of January 3, 2022.

- 2.3. Employees must update their COVID-19 immunization status with the Division if changes occur.
- 2.4. All full-time or part-time Employees under contract are entitled to up to 3 hours of paid sick leave to obtain a COVID-19 immunization to the extent provided under s. 53.982 of the Employment Standards Code (Alberta).

### **3. SEMI-WEEKLY PROOF OF NEGATIVE COVID-19 TEST REQUIREMENT**

- 3.1. An Employee who does not provide proof of immunization by December 1, 2021, may comply with this administrative procedure by providing proof of negative COVID-19 testing via a Rapid Test on a semi-weekly basis, at the Employee's own expense outside of work time by a laboratory/pharmacy beginning January 3, 2022.
- 3.2. An Employee participating in the semi-weekly proof of negative COVID-19 testing program will need to declare this intention to Human Resources via a secure, online form in Atrieve by December 1, 2021.
- 3.3. To comply with this alternative, the Employee must:
  - 3.3.1. Beginning January 3, 2022, obtain a valid Rapid Test which demonstrates a negative result for COVID-19 infection from a laboratory/pharmacy. Valid test results should be recorded in a written or printed copy that clearly outlines the type of test, the time and date of sample collection, a clear indication of a negative result and the laboratory that completed the test. Proof of rapid testing remains valid for 72 hours from the time and date of the test.
  - 3.3.2. Provide Compliance Coordinator, with proof of a negative COVID-19 Rapid Test result before your shift starts on the first day of each week working (typically Mondays) and then again later in the work week prior to 72 hours expiring following the negative COVID-19 Rapid Test provided at the beginning of the week.
  - 3.3.3. Upon demonstration of the negative Rapid Test, the Employee is authorized to work for a period of 72 hours from the time of the Rapid Test.
  - 3.3.4. The Employee will repeat steps in section 3.3.1 – 3.3.3 for the duration of when this administrative procedure is in effect or should an Employee become fully vaccinated and shows proof of immunization as per section 2, then they can stop this semi-weekly rapid testing protocol.
- 3.4. If an Employee tests positive in response to a COVID-19 rapid test or if the test result is inconclusive, the Employee must not report to work and:
  - 3.4.1. Submit to mandatory COVID-19 PCR testing as soon as possible but no more than 48 hours following confirmation of the results of the Rapid Screening test, and as directed by the Division;

- 3.4.2. Inform the Division through Compliance Coordinator;
- 3.4.3. Isolate until the results of the COVID-19 PCR test are confirmed; and
  - 3.4.3.1. If negative, provide proof of a negative COVID-19 PCR test to Compliance Coordinator prior to the beginning of the Employee's start time.
  - 3.4.3.2. If positive, comply with Alberta Health requirements for isolation, and provide proof of a negative COVID-19 PCR test prior to attending at any Division property.
- 3.4.4. Contact or arrange through the Division for a replacement for their assigned duty for time of absence.

#### **4. EXEMPTIONS – INABILITY TO COMPLY - EMPLOYEE DUTY TO DISCLOSE**

- 4.1. Any Employee who is unable, or believes that they may be unable, to comply with this administrative procedure must disclose that inability (or perceived inability) to Human Resources before breaching this administrative procedure or as soon as possible.
- 4.2. Human Resources will treat any such disclosure in confidence and will only share the information as is reasonably necessary to:
  - 4.2.1. determine the validity of the claimed inability to comply;
  - 4.2.2. determine the obligation of the Division to respond to, or accommodate, the inability to comply; and,
  - 4.2.3. determine the ability of the Division to accommodate the individual.
- 4.3. The Division may request additional information from the Employee and/or their licensed physician, where applicable, which the Employee must facilitate.
- 4.4. The Division recognizes its responsibilities and duties pursuant to the *Alberta Human Rights Act*. If an Employee is unable to be vaccinated due to a protected ground as defined by the *Act*, the Division will consider requests for exemption and reasonable accommodation to the point of undue hardship. The Division will request supporting documentation.
  - 4.4.1. Any Employee seeking a Human Rights (i.e., medical, or religious) exemption from compliance with this administrative procedure should notify Human Resources as soon as possible. Human Resources will advise any Employee inquiring on applying for an exemption the required information to do so. All Employees considering applying for an exemption should understand that this administrative procedure is purposely designed to provide an alternative for Employees not able or wishing to be fully vaccinated, to remain compliant with this administrative procedure by providing the required semi-weekly COVID-19 negative Rapid Test result at the Employee's own expense outside of work time by a laboratory /

pharmacy beginning January 3, 2022. As a result, it is anticipated in most cases that Employees that have a proven legitimate Human Rights exemption to vaccination will be reasonably accommodated by participating in the semi-weekly COVID-19 Rapid Test procedures outlined above in this administrative procedure.

- 4.5. No Employee will be disciplined for disclosing an inability, or perceived inability, to comply with this administrative procedure.
- 4.6. The protection in 4.5 shall not shield the Employee from discipline from any breach of the administrative procedure which occurred before the disclosure in 4.1 (although no discipline is appropriate where prior disclosure was not reasonably possible).

## **5. NON-EMPLOYEE REQUIREMENTS**

- 5.1. Non-Employee individuals 18 years old or older, not including RVS students, must produce proof of immunization or proof of negative COVID-19 Rapid Test as of January 3, 2022, to be in RVS facilities.
- 5.2. As of January 3, 2022, contractors/service providers must ensure their workers who carry out duties or activities on Division property comply with this administrative procedure by meeting the requirements under section 2.1 or 3.3. Contractors/service providers must produce proof of compliance upon the request of the Division manager responsible for the supervision of their contract. For further clarity, this requirement applies to contracted bus drivers as well.
- 5.3. As of January 3, 2022, volunteers of the Division 18 years old or older, and not a student in RVS, are required to comply with this administrative procedure with similar expectations as staff members. Where the volunteer is in the facility routinely, the Principal/Supervisor can record they have verified proof of immunization, the date proof demonstrated and keep that information in a secure electronic file limited to only office staff being able to access so the volunteer does not need to demonstrate proof of immunization each visit. If the volunteer is only in a Division facility occasionally or utilizing proof of negative COVID-19 test, they must demonstrate their compliance with proof of immunization requirement or proof of negative COVID-19 test requirement by showing evidence in compliance with 2.1 or 3.3 to the office staff prior to starting their volunteer activity. These requirements apply whether inside the school or outside on Division property.
- 5.4. As of January 3, 2022, post-secondary institutions placing or requesting placement of practicum students in the Division who are 18 years old or older, and not a student in RVS, must ensure their students placed on Division property comply with this administrative procedure by meeting the requirements under section 2.1 or 3.3. Post-secondary institutions must produce proof of compliance upon the request of the Division.

- 5.5. As of January 3, 2022, visitors in Division facilities (not applying to those entering a Division facility for the purpose of just dropping something off in an office/warehouse or picking up their child) 18 years old or older, and not a student in RVS, are required to demonstrate their compliance with proof of immunization requirement or proof of negative COVID-19 test requirement by showing evidence in compliance with 2.1 or 3.3 to the office/designated individual(s) upon arrival. For further clarity, this applies to non-RVS students and those 18 years old and older who are attendees of indoor school events such as sporting activities, performances, presentations, etc.
- 5.6. As of January 3, 2022, community use groups when accessing indoor RVS spaces must ensure their users, who are 18 years of age or older and not RVS students, are in compliance with this administrative procedure and enact a process to ensure compliance with the proof of immunization / proof of negative COVID-19 test requirements. Community use groups must produce proof of compliance upon the request of the Divisional Community use supervisors.

## **6. CONSEQUENCES FOR BREACH**

- 6.1. Compliance with this administrative procedure is mandatory. Any failure to comply with this administrative procedure by an Employee, including the refusal to disclose immunization status, the provision of proof of immunization status, compliance with applicable testing requirements, or the provision of false or misleading information in any regard, may result in administrative or disciplinary action up to and including conclusion of employment.
- 6.2. With respect to any non-Employees to which this administrative procedure is applicable, any visitor, volunteer, contractor/service provider, community use organization and others who fails to comply with any part of this administrative procedure, including being found to have falsified immunization or test results, will be considered to be in non-compliance with this administrative procedure. This will result in a request to immediately leave Division property and may further result in the termination of contract or participation in Division activities. With respect to any practicum students, any event of non-compliance may result in reporting the event of non-compliance to the appropriate post-secondary institution and removal from Division property until compliance has been resolved.
- 6.3. All persons scheduled or required to carry out duties or activities on Division property who are 18 years old or older and not a RVS student, beyond those entering a Division facility for the purpose of just dropping something off in an office/warehouse or picking up their child, who are not in compliance with this administrative procedure, will not be allowed on Division property.

## **7. PREVENTION OF HARASSMENT, BULLYING, OR DISCRIMINATION**

- 7.1. Harassment, bullying or discrimination of any type against Employees based on their immunization status will not be tolerated. Employees experiencing harassment, bullying or discrimination are encouraged to discuss their concerns with their supervisor or Human Resources.

## **8. TEMPORARY ADMINISTRATIVE PROCEDURE**

8.1. This administrative procedure is temporary. The Division will re-evaluate the need for this administrative procedure when the government and medical authorities no longer support the identification of COVID-19 as a workplace hazard. The Superintendent will review this administrative procedure for amendment or elimination a minimum of every 6 months, or as deemed necessary.

*Reference:*

- *Alberta Human Rights Act*
- *Occupational Health and Safety Legislation*
- *Education Act*
- *Freedom of Information and Protection of Privacy Act*

## Appendix A

### **1. HUMAN RESOURCES DUTIES**

- 1.1. Human Resources and Compliance Coordinator(s) are generally responsible to ensure the confidentiality of information obtained in this administrative procedure. Human Resources / Compliance Coordinator(s) shall be responsible for taking all prudent and reasonable steps to protect the confidentiality and security of all personal information disclosed to the Division under this administrative procedure.
- 1.2. The Division shall ensure that all questions and information relating to this administrative procedure, including information obtained from proof of immunization and proof of negative COVID-19 testing, are directed to Human Resources.
- 1.3. Where the Division has a legal obligation under the Alberta Human Rights Act to modify the requirements or expectations of this administrative procedure, Human Resources will do so on behalf of the Division.
- 1.4. About proof of immunization, the Compliance Coordinator(s) shall be responsible for:
  - 1.4.1. Communicating the process for Employees to submit their proof of immunization via Atrieve.
  - 1.4.2. Reviewing proof of immunization prior to permitting Employees to work, as of January 3, 2022.
  - 1.4.3. Determining that the proof of immunization is authentic and relates to the Employee submitting the proof of immunization (see appendix A section 1.6 if unable to do so).
  - 1.4.4. Protecting Employee private information, the Compliance Coordinator(s) will store proof of immunization in Atrieve only.
  - 1.4.5. Ensuring that information gathered under this administrative procedure is only used for the purpose of ensuring compliance with this administrative procedure. Such information will not be shared with any other person except when required to manage the Employee's employment relationship with the Division or as otherwise permitted under the Freedom of Information and Protection of Privacy Act.
  - 1.4.6. Destroying any notation or record in their possession gathered from the proof of immunization if it was not originally uploaded directly into Atrieve.
  - 1.4.7. Answering questions from Employees with respect to the use, collection, and storage of information gathered under this administrative procedure.

- 1.5. In regard to proof of negative COVID-19 testing, the Compliance Coordinator(s) shall be responsible for:
  - 1.5.1. Collecting information from Employees regarding proof of negative COVID-19 Rapid Test.
  - 1.5.2. Verifying proof of semi-weekly Rapid Testing prior to permitting Employees to work on or after January 3, 2022.
  - 1.5.3. Determining that the proof of Rapid Testing is authentic and relates to the Employee submitting the proof of rapid testing (see appendix A section 1.6 if unable to do so).
  - 1.5.4. Advising the Employee that the proof of Rapid Testing is valid only for a period of 72 hours, and that another negative Rapid Test and proof will be required prior to commencing work after that 72-hour period.
  - 1.5.5. Recording the date in Atrieve that the Rapid Test was provided.
  - 1.5.6. Ensuring that information gathered under this administrative procedure is only used for the purpose of ensuring compliance with this administrative procedure. Such information will not be shared with any other person except when required to manage the Employee's employment relationship with the Division or as otherwise permitted under the *Freedom of Information and Protection of Privacy Act*.
  - 1.5.7. Destroying any notation or record in their possession gathered from the proof of Rapid Testing beyond what is recorded in Atrieve.
- 1.6. If Compliance Coordinator is unable to determine the authenticity or veracity of proof of negative COVID-19 Rapid Test or proof of immunization, then Human Resources shall retain the proof of Rapid Test or proof of immunization (as the case may be) until the record has been verified.



# COMMITTEE REPORT

TO: THE BOARD OF TRUSTEES

FROM: THE BOARD PLANNING COMMITTEE

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**Report Date:** November 4, 2021

**Committee Members Present:**

All Trustees  
Greg Luterbach, Superintendent  
Larry Paul, Associate Superintendent Business & Ops  
Tara De Weerd, Director of Communications  
Stephanie Dove, Recording Secretary

**Committee Meeting Date:** October 28, 2021

**Key Meeting Points:**

- Received overview of RVS' Four-Year Plan and connection to government assurance framework
- Reviewed Emergency Closure of Schools policies and procedures
- Provided overview of various orientation items (Foundation Statements, Board Spokesperson, Q&A opportunity for new trustees)

**Future Considerations:**

- The Annual Education Results Report will be shared with the Board at an upcoming meeting

**Committee Recommendation(s):**

That the draft revised Beiseker Reciprocal Use Agreement be brought forward for the Boards consideration.

That the November 4, 2021 Board and Planning meetings be held via Zoom given that the Board room is still under construction.