

1325 California Avenue
Windsor, ON N9B 3Y6
CHAIRPERSON: Barbara Holland
DIRECTOR OF EDUCATION: Paul A. Picard

**SUPERVISED
DELEGATION MEETING
Wednesday, July 17, 2013 at 7:00 p.m.
Windsor Essex Catholic Education Centre
John Paul II Board Room**

A G E N D A

	Page #
I Supervised In-Camera Meeting – 6:00 p.m.	
II Supervised Delegation Meeting – 7:00 p.m.	
1. Call To Order	
2. Opening Prayer	
3. Recording of Attendance	
4. Approval of Agenda	
5. Disclosure of Interest - <u>Pursuant to the Municipal Conflict of Interest Act.</u>	
6. Presentations: <i>None</i>	
7. Delegations:	
8. Action Items:	
a. Previous Meeting Minutes	
i) Minutes of Supervised In-Camera Meeting of June 17, 2013	--
ii) Minutes of Supervised Delegation Meeting of June 17, 2013	1-10
b. Items from the Supervised In-Camera meeting of July 17, 2013	--
9. Communications:	
a. External (Associations, OCSTA, Ministry): <i>None</i>	--
b. Internal (Reports from Administration): <i>None</i>	
10. Unfinished Business: <i>None</i>	--

11. New Business:
 - a. Report: Tender Approval – Window Replacements: Stella Maris, St. Gabriel and Our Lady of Mount Carmel Catholic Elementary Schools (M. Iatonna) 11-14
 - b. Report: St. John the Evangelist Catholic Elementary School Joint Use Agreement With the Woodslee Community Association and Deferral of School Closure (M. Iatonna) 15-29
12. Committee Reports:
 - a. Report: Special Education Advisory Committee (SEAC) Meeting of Thursday, May 30, 2013 (C. Geml) 30-34
13. Remarks and Announcements:
14. Pending Items: *None*
15. Continuation of In-Camera, if required.
16. Future Delegation Meetings: *Unless stated otherwise, all meetings will be held at the Windsor Essex Catholic Education Centre - 1325 California Avenue, Windsor with the In-Camera Session beginning at 6:00 p.m. and the Public Session beginning at 7:00 p.m.*
 - **Monday**, August 26, 2013
 - Tuesday, September 24, 2013
 - Tuesday, October 22, 2013
 - Tuesday, November 26, 2013
 - Tuesday, December 3, 2013 – *Organizational Meeting at 7:30 pm*
 - Tuesday, December 17, 2013 (Third Tuesday of the month due to Christmas holiday)
17. Closing Prayer
18. Adjournment

Norbert Hartmann
Supervisor of the Board

Paul A. Picard
Director of Education & Secretary of the Board



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**SUPERVISED
DELEGATION MEETING
Monday, June 17, 2013 at 7:00 p.m.
Windsor Essex Catholic Education Centre
John Paul II Board Room**

MINUTES

PRESENT

Supervisor: N. Hartmann

Administration:	P. Picard (Resource)	E. Byrne
	J. Bumbacco	P. King
	C. Geml	P. Murray
	M. Iatonna	C. Norris
	P. Littlejohns	M. Seguin
		J. Shea
		J. Ulicny

Other: Rev. L. Brunet, Board Chaplain

Recorder: B. Marshall

1. Call To Order – Supervisor Hartmann called the meeting to order at 7:00 p.m.
2. Opening Prayer – Fr. Brunet opened the meeting with a prayer.

Supervisor Hartmann's Remarks:

Welcomed everyone to the meeting.

Supervisor Hartmann mentioned tonight is a special meeting and took the opportunity to acknowledge and thank those who have provided services to the Board and to those who have new positions in September.

He thanked the following recent retirees for their contribution and commitment to Catholic Education:

Mary Amato, Alan Anderson, Randy Beneteau, Laura Browning, Carm Casalena, Peter Catterson, Donna Cormier, Connie Culverwell, Rebecca D'Amore, Mark Daoust, Celeste DiPonio, Hidy Donaldson, Debbie Donaldson, Emilio Fallone, Peggy Fanella, Teresa Gesuale, Nancy Janisse, Greg Jolicoeur, Andrea Jones, Patricia Jones, Katherine Kiss,

Dennis Kolody, Eugene Klymko, Sylvia Lahoud, Ilde L'Eplattenier, Patricia Malandruccolo, Cindy Marras, Denise Matteau, Jim Minello, Elaine Nussey, Rita Pallisco, Mary Piazza, Diane Quenneville, Gerry Racine, Antonia Reive, Ronald Renaud, Linda Rochon, Lucia Sbrocca-Ferrara, Joan Schell, Pam St. Louis, Mary Taylor and Cathy Williams.

Supervisor Hartmann indicated there have been changes in the Executive Council since the last meeting. Paulette Littlejohns, who has served the Board for 25 years, is retiring in August. Supervisor Hartmann wished her well and thanked her for her service and welcomed Penny King as the Acting Superintendent of Business.

Supervisor Hartmann also acknowledged and congratulated those who have new positions in September:

Rosemary LoFaso Acting Principal at St. Anne Secondary School;
Genevieve Cano, Principal at St. Mary French Immersion Catholic Elementary School;
Dana Gentili as Executive Assistant to the Executive Superintendent of Human Resources; and
Marianne DiPasquale as Special Education Department Head at St. Anne Catholic Secondary School.

3. Recording of Attendance – All present
4. Approval of Agenda – Director Picard noted that the following handouts have been received and provided electronically for:
 - Item 9b(iii) Senior Administrative Organizational Structure - 2013-2014
 - Item 11a) Special Education Plan Amendments
 - Item 11g) Tender Approval – Holy Names Catholic Secondary School Wood Athletic Flooring Replacement

That the June 17, 2013 Supervised Delegation meeting agenda be approved as amended.

Approved by Supervisor Hartmann

5. Disclosure of Interest - Pursuant to the Municipal Conflict of Interest Act: *None*
6. Presentations:
 - a. Outstanding Student Council Leadership Award

Associate Director Geml presented Outstanding Catholic Student Council Leadership awards to Quinn Conlon from Assumption College Catholic School and Grace Enns from Cardinal Carter Catholic Secondary School.

- b. Outstanding Catholic School Council Leadership Award

Associate Director Geml presented Outstanding Catholic School Council Leadership award to Michelle Gemus from Notre Dame Catholic Elementary School.

c. Catholic Character Development Initiative Awards “Our Journey to Holiness” – Elementary and Secondary

Superintendent Seguin presented 2013 Director’s “Our Journey to Holiness” Awards to the following recipients:

- o Goodness, Kindness, Belonging, Gratitude and Faithfulness to Julia Martin, Grade 1 student at St. Mary French Immersion Catholic Elementary school;
- o Compassion, Respect and Knowledge to Dawson Kavanaugh, grade 4 student at St. John Vianney Catholic Elementary school;
- o Wisdom and Courage to Marvelous Agbonwaneten, grade 8 student at St. Christopher Catholic Elementary school;
- o Integrity and Discipleship to Tiffany Frias, grade 10 student at Cardinal Carter Catholic High School;
- o Humility and Justice to Martha Lapain, grade 11 student at Cardinal Carter Catholic Secondary School.

d. Recognition of Outgoing 2012-2013 Student Trustees

Superintendent Seguin presented plaques to Student Trustees Joseph Najem and Madeline Ellepola recognizing their contribution as Student Trustees for the 2012-13 year.

e. Introduction and Commissioning of 2013-2014 Student Trustees

Superintendent Seguin introduced the 2013-14 Student Trustees, Madeline Ellepola from F. J. Brennan Catholic Secondary School and Francis Dellosa from Assumption College Catholic School. Rev. Brunet led the student trustees through the Commissioning ceremony.

f. Integrated Information Technology

Superintendent Ulicny introduced the ET² Team; Douglas Sadler, Joe Sisco, Elizabeth Phair, Paul Haggart and Nizar El-Kadri who presented the Board’s 21st century vision for Integrated Information Technology. This vision allows staff and students to create, curate, collaborate and communicate through digital platforms. The presentation highlighted interactive learning spaces, blended learning, Tools2Go (the Board’s version of Google Apps for Education) and enhanced digital communication methods that deliver anytime, anywhere from any device access.

7. Delegations: *None*

8. Action Items:

a. Previous Meeting Minutes

i) Minutes of Supervised In-Camera Meeting of May 28, 2013

That the minutes of the Supervised In-Camera meeting of May 28, 2013 be adopted as distributed.

Approved by Supervisor Hartmann

ii) Minutes of Supervised Delegation Meeting of May 28, 2013

Clerical Error:

Item 11a) Proposed Amendments to Board By-Laws, under Decision a) last sentence “Where a COMMITTEE is composed of all TRUSTEES...” should read “Where a COMMITTEE is composed of TRUSTEES...”.

That the minutes of the Supervised Delegation meeting of May 28, 2013 be adopted as amended.

Approved by Supervisor Hartmann

b. Items from the Supervised In-Camera meeting of June 17, 2013

Supervisor Hartmann reported that the Windsor-Essex Catholic District School Board convened a closed Committee of the Whole Board meeting on June 17, 2013 pursuant to the Education Act - Section 207, to consider specific personnel and other matters permitted or required to be kept private and confidential under the Freedom of Information and Protection of Privacy Act.

Supervisor Hartmann indicated that the following items were considered at the in-camera session:

- receipt of the Administrative Staff Report on hiring, leave of absence, return from leave of absence, retirement and resignation of staff, dated June 17, 2013;
- approved the following Principal and Vice Principals Placements for September 1, 2013:
 - Amy Facchinari, as Secondary Vice Principal at Assumption Secondary School to Vice Principal of Alternative Education – (St. Michael Secondary School);
 - Bill Vaillancourt, as Vice Principal at Holy Name Elementary School to Vice Principal at Assumption Secondary School;
 - Rosa Cipparrone as Vice Principal at St. Peter School to Vice Principal at Holy Name Elementary School;
- the current agreement with Kelcom, the Board’s absence placement system for Teachers and Educational Assistants, be renewed for the period from July 1, 2013 to June 30, 2014;
- approval for the retention of ARAMARK Canada Ltd. pursuant to the Request For Proposal (RFP) for Cafeteria and Vending Services for a one (1) year period from September 1, 2013 to August 31, 2014;
- approval for the retention of Mercer (Canada) Limited pursuant to the Request For Proposal (RFP) for Benefits Consultant for a one (1) year period from June 1, 2013 to May 31, 2014.

9. Communications:

- a. External (Associations, OCSTA, Ministry): *None*
- b. Internal (Reports from Administration)
 - i) Report: Administrative Staff Report

Issue:

To provide an overview of staff changes at the Windsor-Essex Catholic District School Board.

Decision:

That the Administrative Staff report on hiring, retirement, and resignation of staff dated June 17, 2013 be received as information.

Rationale:

All hiring, retirements and resignations followed board policies, procedure and legislative requirements and requires no further action or decision.

- ii) Report: Summer Jobs and Focus on Youth

Issue:

The Focus on Youth grant has allowed the Board, in consultation and partnership with various not-for-profit groups, to hire 99 youth within our community. Leadership opportunities, through Summer Jobs, will employ 10 students.

Decision:

That the listing of Summer Jobs and Focus on Youth Program for students, 2013, be received as information.

Rationale:

The Board approved budget for salary and benefit costs associated with student help in 2012-13 is \$42,125, and therefore this net cost is within the limits of the approved budget. The current year proposed Focus of Youth budget of \$196,110 for student help should be sufficient for the planned 99 student hires.

- iii) Report: Senior Administrative Organizational Structure - 2013-2014 (*Handout*)

Issue:

The Senior Administrative Organizational Structure seeks to outline structural changes relative to the Supervisor's Ensuring Financial Stability and the Director's Elimination of Accumulated Deficit reports and the continued declining enrolment.

Decision:

That the Director of Education's report on the Senior Administrative Organizational Structure for 2013-2014 be received as information.

Rationale:

The new structure responds to declining enrolment, and consistent with the April 30, 2013 report to the Board on the Elimination of the Accumulated Budget Deficit, reduces the staff complement by 9 and results in cost savings of \$1,139,079, of which \$245,312 relates to the Board Administration envelope. With these changes, WECDSB will continue to be among the boards spending less on administration than they are provided for this purpose in Ministry allocation.

10. Unfinished Business: *None*

11. New Business:

a. Report: Special Education Plan Amendments (*Handout*)Issue:

The Ministry of Education mandates that each school board develop and maintain a Special Education Plan, which is to be reviewed annually. Both the Special Education Advisory Committee (SEAC) and the Board are mandated to approve the amendments to the plan each year.

Decision:

That the amendments to the Special Education Plan 2013 be approved; and, That the amendments be submitted to the Ministry of Education.

Rationale:

The Special Education Plan is in compliance with Regulation 306 under the Education Act, and has been reviewed and approved by the Special Education Advisory Committee.

b. Report: Child Care Advisory Committee Revised Lease Agreement 2013

Issue:

The Child Care Advisory Committee has formulated recommendations to the Board regarding the provision of Child Care Programs and recommended revisions to the existing lease agreement.

Decision:

That the Child Care Advisory Committee revised Lease Agreement is received as information.

Rationale:

The Lease Agreement between the Windsor-Essex Catholic District School Board (WECDSB) and on-site Child Care Programs has been revised to reflect current changes to the installation of playground equipment, implementation of Safe Schools reporting, the sharing of information between Child Care Programs and the WECDSB, and the closure of Child Care Programs for one week prior to the start of a new school year.

c. Report: Draft Amended Policy: A:03 Community Use of Schools *final approval*Issue:

Final approval to the Draft Amended Policy A:03 Community Use of Schools.

Decision:

That Draft Amended Board Policy A: 03 Community Use of Schools receive final approval; and

That Pr A: 03 Procedure for the Community Use of Schools be received as information.

Rationale:

Board Policy Procedure was followed. The Policy Subcommittee reviewed correspondence and suggestions from stakeholders, implementing minor amendments to the policy.

- d. Report: Regular Delegation and Committee of the Whole Board Meetings for the Months of July/August 2013 and for the 2013-14 School Year

Issue:

The first recommendation provides for the calling of special or emergency Regular Delegation or Committee of the Whole Board Closed meetings during the summer recess in the event that meetings are necessary to address critical matters. The second recommendation is intended to establish the Regular Delegation and Committee of the Whole Board Closed meeting schedule for the 2013-14 School Year.

Decision:

1. **That any additional Regular Delegation or Committee of the Whole Board Closed meetings for the months of July and August 2013 be held at the call of the Supervisor. The Supervisor called the following meeting:**
 - A Delegation meeting for Wednesday, July 17th, 2013; and
 - The August Delegation meeting has been changed to Monday, August 26th, 2013.
2. **That the attached schedule of Regular Delegation and Committee of the Whole Board Closed meetings for the 2013 – 2014 School Year be adopted as presented.**

Rationale:

In compliance with Board By-Laws.

- e. Report: Tender Approval – Full Day Kindergarten Phase 4 and 5 Construction for St. Anne French Immersion Catholic Elementary School and First Child Care Capital Retrofit Plan for St. Louis Catholic Elementary School

Issue:

Tenders submitted to begin the process of Ministry approved capital funding for classroom additions and classroom retrofits.

Decision:

That the Board approve the award of tender and the issuance of a purchase order contract for the Full Day Kindergarten Phase 4 Construction (St. Anne French Immersion, St. Maria Goretti and Stella Maris Catholic Elementary Schools) and the Schools-First Child Care Capital Retrofit Plan (St. Louis Catholic Elementary School) at the submitted bid amount of \$1,744,543.00 and \$45,500.00 for Separate Price A, plus applicable taxes to be charged to accounts 000-74-580836-6-312, 000-74-580854-6-312, 000-74-580865-6-312 and 000-73-580853-6-331.

Rationale:

The budget for the construction cost component of the project is \$1,331,510.00. The base bid for the three FDK projects totals \$1,140,266 including contingency allowance, plus taxes. Therefore, sufficient funds are available to proceed with this work.

- f. Report: Request for Quotation Approval – Pea-Stone Protective Surfacing Replacement

Issue:

The repairing and removal of play structure/spaces at various schools.

Decision:

That approval be given to the issuance of a purchase order contract for Pea-Stone Protective Surfacing Replacement at various Elementary Schools to Quality Turf at the submitted bid amount of \$56.00 per ton plus applicable taxes to be funded from the 2012-13 School Renewal account 175-42-430036-1-000-0.

Rationale:

The Board approved a budget of \$300,000 for play structure/spaces repair and removal at various schools funded from the 2012-13 School Renewal Budget. The cost of the project is \$189,000 excluding taxes, therefore, sufficient funds are available to proceed with this work.

- g. Report: Tender Approval – Holy Names Catholic Secondary School Wood Athletic Flooring Replacement (*Handout*)

Issue:

A project to replace the gym floor at Holy Names Catholic Secondary School.

Decision:

That approval be given to the award of tender and the issuance of a purchase order contract for the Gym Floor (Wood Athletic Flooring) Replacement at Holy Names Catholic Secondary School to Gym-Con Ltd. at the submitted bid amount of \$116,000.00 plus applicable taxes to be funded from the 2012-13 School Renewal account 196-72-580804-6-000.

Rationale:

The Board approved a budget of \$200,000 for the gym floor replacement at Holy Names Catholic Secondary School funded from the 2012-13 School Renewal Budget. The cost of the project is \$116,000 excluding taxes, therefore, sufficient funds are available to proceed with this work.

- h. Report: Tender Approval – Roof Replacements at St. Louis, St. Pius X, Stella Maris Catholic Elementary Schools, Holy Names Catholic Secondary School and St. Michael's Catholic High School – Adult Education

Issue:

Roof replacements required at the above mentioned schools.

Decision:

That approval be given to the award of tender and the issuance of multiple purchase order contracts for Roof Replacements at St. Louis Catholic Elementary School, St. Pius X Catholic Elementary School, Stella Maris Catholic Elementary School, Holy Names Catholic Secondary School and St. Michael's Catholic High School, Adult Education to Kingsville Roofing and Rauth Roofing Limited at the submitted bid amount of \$1,001,561.00 plus applicable taxes to be funded from the 2012-13 School Condition Improvement accounts 193-71-580853-6-000, 192-71-580859-6-000, 195-71-580865-6-000, 194-71-580804-

6-000 and the 2012-13 School Renewal account 190-72-580842-6-000.Rationale:

The roof replacements budget of \$1,045,000 for the above mentioned schools were approved to be funded from the 2012-13 School Condition Improvement Budget as well as the 2012-13 School Renewal Budget. Sufficient funds are available to cover the cost of the bid amount of \$1,001,561.

i. Report: 2013-14 Final Budget Approval

Issue:

Recommending approval of the 2013-14 Final Budget Estimates and submission to the Ministry of Education.

Decision:

That the 2013-14 Final Budget Estimates be approved and that administration be directed to submit the Budget Estimates to the Ministry of Education by the June 28, 2013 due date as required.

Rationale:

The budget process followed procedure, specifically providing the means for public input. No correspondence was received and therefore no changes were necessary. The 2013-14 Budget Estimates, as presented at the May 28, 2013, is approved and will be submitted to the Ministry of Education by the June 28, 2013 due date.

12. Committee Reports:

a. Report: Special Education Advisory Committee (SEAC) Meeting of Thursday, April 18, 2013

That the Minutes of the Thursday April 18, 2013 Special Education Advisory Committee meeting be received as information.

Received by Supervisor Hartmann

b. Report: Child Care Advisory Committee Annual Report

That the Child Care Advisory Committee Annual Report be received as information.

Received by Supervisor Hartmann

c. Report: Joint Health and Safety Committee (JHSC) 2013 Annual Report

That the Joint Health and Safety Committee (JHSC) 2013 Annual Report be received as information.

Received by Supervisor Hartmann

13. Remarks and Announcements:

Director of Education Picard provided comment on recent activities supporting the Board's strategic priorities namely;

Catholic Faith Formation: End of the year masses continue throughout our schools as well as graduation ceremonies.

Community Engagement and Partnerships: Focus on Youth Orientation at the end of the

month. Focus on Youth Grant we will be providing summer employment to students enrolled in our Catholic Secondary Schools.

Celebrating Achievements: Congratulations to the Kit Lacasse Award Recipients of 2013, Milan Prsa, Andrew Dass and Serena Mejalli. Awarded annually to exemplary graduating students with special education needs, who have demonstrated strength to overcome their challenges and have been an inspiration to others; Congratulations to Rita Pallisco, the J. F. Johnson Outstanding Educator Award Recipient for 2013; Yesterday, the Holy Names High School Festival Choir sang at Our Lady of Atonement Church in preparation for their visit to Rome where they have been invited to sing at the Vatican; The Elementary Day of Champions was held May 30th at St. Thomas of Villanova and the Secondary Day of Champions was held on Thursday, June 6th at Cardinal Carter; Congratulations to both elementary and secondary school graduates; and attended the Retirement Mass and Celebration Dinner on Friday, June 14th. Best wishes to all the retirees on this next phase of their life and a special congratulation to Paulette Littlejohns, who is attending her last board meeting.

Miscellaneous: The Care Committee has once again organized a year-end Mass and luncheon for staff at the Catholic Education Centre on Wednesday, June 19th, trustees are invited to attend; The Board's Employee Assistance Program once again will be hosting this year's summer break event at Colasanti's on Tuesday, July 2nd. All are welcome to attend. Director Picard wished everyone a safe and restful summer break.

14. Pending Items: *None*
15. Continuation of In-Camera, if required: *Not Required*
16. Future Delegation Meetings: *Unless stated otherwise, all meetings will be held at the Windsor Essex Catholic Education Centre - 1325 California Avenue, Windsor with the In-Camera Session beginning at 6:00 p.m. and the Public Session beginning at 7:00 p.m.*
 - Wednesday, July 17, 2013 – Delegation Meeting
 - **Monday**, August 26, 2013
 - Tuesday, September 24, 2013
 - Tuesday, October 22, 2013
 - Tuesday, November 26, 2013
 - Tuesday, December 3, 2013 – *Organizational Meeting at 7:30 pm*
 - Tuesday, December 17, 2013 (Third Tuesday of the month due to Christmas holiday)
17. Closing Prayer – Fr. Brunet closed the meeting with a prayer.
18. Adjournment- There being no further business, the Supervised Delegation meeting of June 17, 2013 adjourned at 9:08 p.m.

Original signed by N. Hartmann and P. Picard

Norbert Hartmann
Supervisor of the Board

Paul A. Picard
Director of Education & Secretary of the Board



1325 California Avenue
Windsor, ON N9B 3Y6
CHAIRPERSON: Barbara Holland
DIRECTOR OF EDUCATION: Paul A. Picard

**Supervised
Meeting Date:**
July 17, 2013

BOARD REPORT

Public **In-Camera**

PRESENTED FOR: Information Approval

PRESENTED BY: Senior Administration

SUBMITTED BY: Paul A. Picard, Director of Education
Mario Iatonna, Executive Superintendent of Corporate Services

SUBJECT: **TENDER APPROVAL – WINDOW REPLACEMENTS AT STELLA
MARIS, ST. GABRIEL, AND OUR LADY OF MOUNT CARMEL
CATHOLIC ELEMENTARY SCHOOLS**

RECOMMENDATION:

That approval be given to the award of tender and the issuance of multiple purchase order contracts for Window Replacements at Stella Maris Catholic Elementary School, St. Gabriel Catholic Elementary School and Our Lady of Mount Carmel Catholic Elementary School to Alwind Industries Ltd. at the submitted bid amount of \$251,092.00 plus applicable taxes to be funded from the 2012-13 School Condition Improvement accounts 199-71-580865-6-000, 198-71-580843-6-000, and 197-71-580828-6-000.

SYNOPSIS:

At its meeting of December 18, 2012, the Board approved a budget of \$375,000 for window replacements at Stella Maris Catholic Elementary School, St. Gabriel Catholic Elementary School and Our Lady of Mount Carmel Catholic Elementary School. These projects were approved to be funded from the 2012-13 School Condition Improvement Budget. A tender was called accordingly for the window replacements at Stella Maris Catholic Elementary School, St. Gabriel Catholic Elementary School and Our Lady of Mount Carmel Catholic Elementary School.

This report is submitted to the Board with the results of the tender and a recommendation for the issuance of multiple purchase order contracts.

BACKGROUND COMMENTS:

A tender opening was held at the Catholic Education Centre on June 28, 2013 with Paulette Littlejohns, Gary McKenzie, Shannon Ficon, Debbie Maurice, Pat Champoux (Sfera Architects) and a representative from one (1) bidding company in attendance. No other

individuals attended the opening.

A total of four (4) bids were received. These bids are summarized in the attached Appendix to this report.

The bid submissions were reviewed and the following issues were identified. Riverside Glass did not submit the required bid bond or consent of surety for the performance bond and labour and material payment bond as required in the tender document and therefore their bid was not opened. Bayview Glass and Mirror Ltd. submitted a bid bond for an amount less than required in the tender document for the Stella Maris project and therefore their bid was not opened. D&M Glass & Mirror Ltd. submitted a certified cheque in lieu of a bid bond along with a letter stating they are in the process of establishing bonding. D&M Glass & Mirror Ltd. also stated on the Form of Tender for the Stella Maris project that the proposed start date is September 1, 2013 with 14 weeks required to complete the work after award of contract. D&M Glass & Mirror Ltd. was the low bidder for the Stella Maris project, as presented in the attached Appendix. Considering the above noted issues with D&M Glass & Mirror Ltd., the recommendation is to award to the next lowest bidder with proper bonding in place and an earlier start date. The low bidders meeting specifications for each of the projects are as follows:

Bidding Company	Project & Bid Amount (excluding taxes)
Alwind Industries Ltd. 130 Esna Park Drive Markham, ON L3R 1E3	Stella Maris Catholic Elementary School \$103,954.00
Alwind Industries Ltd. 130 Esna Park Drive Markham, ON L3R 1E3	St. Gabriel Catholic Elementary School \$115,494.00
Alwind Industries Ltd. 130 Esna Park Drive Markham, ON L3R 1E3	Our Lady of Mount Carmel Catholic Elementary School \$31,644.00
Total:	\$251,092.00

FINANCIAL IMPACT:

A budget of \$375,000.00 was approved by the Board on December 18, 2012 for Stella Maris, St. Gabriel and Our Lady of Mount Carmel projects. Individual project budgets were set as follows:

School	Funding Source	Project Budget	Account
Stella Maris	School Condition Improvement	\$100,000	199-71-580865-6-000
St. Gabriel	School Condition Improvement	\$200,000	198-71-580843-6-000
Our Lady of Mount Carmel	School Condition Improvement	\$75,000	197-71-580828-6-000
TOTAL		\$375,000	

The total of the low bids at \$251,092 is within the limits of the approved capital project budgets.

TIMELINES:

As stated on the form of tender, Alwind Industries Ltd. agrees to the following schedule:

School	Proposed Starting Date	Number of weeks to complete work after award of contract
Stella Maris	August 5, 2013	6 weeks
St. Gabriel	July 22, 2013	9 weeks
Our Lady of Mount Carmel	July 29, 2013	6 weeks

APPENDICES:

- Tender Results

REPORT REVIEWED BY:

<input type="checkbox"/>	EXECUTIVE COUNCIL:	Review Date: --
<input checked="" type="checkbox"/>	EXECUTIVE SUPERINTENDENT:	Approval Date: July 8, 2013
<input checked="" type="checkbox"/>	DIRECTOR OF EDUCATION:	Approval Date: July 8, 2013

**Windsor-Essex Catholic District School Board
Tender Results**

Project: Window Replacements
Stella Maris, St. Gabriel, Our Lady of Mount Carmel

	Stella Maris Catholic Elementary School (excluding HST)	St. Gabriel Catholic Elementary School (excluding HST)	Our Lady of Mount Carmel Catholic Elementary School (excluding HST)
Alwind Industries Ltd.	\$103,954.00	\$115,494.00	\$31,644.00
Riverside Glass	Non-compliant bid	No bid	Non-compliant bid
Bayview Glass & Mirror Ltd.	Non-compliant bid	No bid	\$32,889.00
D&M Glass & Mirror Ltd.	\$103,129.00	\$184,720.00	\$34,241.00

Note: Although D&M Glass & Mirror Ltd. appears to be the lowest bid for the Stella Maris project, recommendation is to award to Alwind Industries Ltd. due to bonding issues and time frames as stated within the report.



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CHAIRPERSON: Barbara Holland
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Supervised Meeting Date: July 17, 2013
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BOARD REPORT

Public **In-Camera**

PRESENTED FOR: Information Approval

PRESENTED BY: Senior Administration

SUBMITTED BY: Paul A. Picard, Director of Education
Mario Iatonna, Executive Superintendent of Business

SUBJECT: **ST. JOHN THE EVANGELIST CATHOLIC ELEMENTARY
SCHOOL JOINT USE AGREEMENT WITH THE WOODSLEE
COMMUNITY ASSOCIATION AND DEFERRAL OF SCHOOL
CLOSURE**

RECOMMENDATION:

That approval be given to defer the closure of St. John the Evangelist School, originally scheduled for June 2013 to June 2017; and

That approval be given to defer the boundary review for the Woodslee/Essex/Belle River area, including St. John the Evangelist, Holy Name (Essex), St. William and St. John the Baptist, originally scheduled in the 2012-2013 school year, to the 2015-2016 school year; and

That, upon examination of the results of the boundary review on or before May 31, 2016, including the utilization rates and population for St. John the Evangelist, Holy Name (Essex), St. William and St. John the Baptist, consideration be given to a possible further deferral of the closure of St. John the Evangelist or to confirm the closing of the school and allow for the establishment of a Joint Integration Committee, to facilitate the transition of the St. John Evangelist students into the St. John the Baptist Elementary School community by September 2017; and

That the executed license agreement between the Windsor-Essex Catholic District School Board and the Woodslee Community Association (WCA) for the use of portions of St. John the Evangelist School by the WCA, be received as information.

SYNOPSIS:

Based on the approval of Administration's recommendations at the public Supervised Delegation Meeting of January 29, 2013, Administration has now negotiated and executed

an agreement with the Woodslee Community Association (WCA) for the joint use of St. John the Evangelist Catholic Elementary School. This report provides a copy of the agreement as information, as well as a recommendation for approval of the deferral of the closure of the school.

BACKGROUND COMMENTS:

At the public Supervised Delegation Meeting held on January 29, 2013, approval was given to the following:

That approval be given to the negotiation and execution of an agreement between the Windsor-Essex Catholic District School Board and the proposed Woodslee Community Association (WCA), for the joint use of St. John the Evangelist Catholic Elementary School; and

That, subject to and upon execution of the agreement, approval be given to the following:

- **Deferral of the closure of St. John the Evangelist from June, 2013 to June, 2019; and**
- **Deferral of the boundary review for the Woodslee/Essex/Belle River area, including St. John the Evangelist, Holy Name (Essex), St. William and St. John the Baptist, from the 2012-13 school year to the 2017-18 school year; and**
- **That, upon examination of the results of the boundary review on or before May 31, 2018, including the utilization rates and population forecasts for St. John the Evangelist, Holy Name (Essex), St. William and St. John the Baptist, consideration be given to a possible further deferral of the closure of St. John the Evangelist or to confirm the closing of the school and allow for the establishment of a Joint Integration Committee, to facilitate the transition of the St. John the Evangelist students into the St. John the Baptist Elementary School community by September 2019.**

Pursuant to the above, the attached agreement has now been negotiated and executed in form and content acceptable to both WCA and Board Administration (Appendix A).

In January 2013, subject to the execution of the joint use agreement, Administration recommended the deferral of the closure of St. John the Evangelist to June 2019. At the time of that recommendation there were twelve (12) JK students registered at the school. As of the date of this report there are five (5) JK students registered for the 2013 -2014 school year, with one (1) additional SK, bringing the SK class for 2013-2014 to thirteen (13). This sharp decline in enrolment (50 percent of last year's JK) was not anticipated at the time of the recommendation for deferral in January.

Administration's concern for the decline in enrolment, and how that decline, projected forward, may affect the Board's primary responsibility to deliver viable educational programming at the school, has been shared with the WCA and the St. John the Evangelist Catholic School Council. The community has indicated its understanding of the Board's

primary responsibility and that a reconsideration of the scheduled closure date may be required.

Although Administration continues to see the benefit of the joint use agreement with the WCA, as well as the benefit of the deferrals of the closure and boundary review for the reasons set out in its original report, the recommendation for the length of the deferrals has been amended from June 2019 to June 2017 (for the closure) and from the 2017-18 school year to the 2015-16 school year (for the boundary review), to address concerns that have now been raised with the current enrolment numbers.

FINANCIAL IMPACT:

The annual license fee to be paid by WCA is \$50,000, payable in 4 equal installments. As noted in the previously considered January 29, 2013 report, "A portion of the operating costs of St. John the Evangelist will continue to place a budgetary pressure on the system, however, the benefits of the joint use agreement and the savings from 'twinning' the school with St. John the Baptist will assist in offsetting the unfunded costs".

TIMELINES:

Timelines for closure and review are detailed within this report.

The license agreement is to extend for a 5-year period from September 1, 2013 to August 31, 2018, with the potential for 5 successive 1 year renewal periods.

APPENDICES:

- Appendix "A" - License Agreement - WECDSB and WCA

REPORT REVIEWED BY:

<input type="checkbox"/>	EXECUTIVE COUNCIL:	Review Date:	--
<input checked="" type="checkbox"/>	EXECUTIVE SUPERINTENDENT:	Approval Date:	July 11, 2013
<input checked="" type="checkbox"/>	DIRECTOR OF EDUCATION:	Approval Date:	July 11, 2013

LICENSE AGREEMENT

THIS AGREEMENT is dated the 24th of June, 2013.

BETWEEN:

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD, a corporation incorporated pursuant to the *Education Act* (Ontario) (the "Board")

- and -

WOODSLEE COMMUNITY ASSOCIATION, a not-for-profit corporation incorporated pursuant to the *Corporations Act* (Ontario) (the "Association")

WHEREAS:

- A. The Board is the owner of the land and buildings out of which St. John the Evangelist Catholic Elementary School operates, known municipally as 1757 Oriole Park Drive, Woodslee, Ontario (the "School").
- B. The Board has agreed to make available to the Association a portion of the School to use for community purposes.
- C. The Board and the Association wish to enter into this Agreement to establish the terms and conditions upon which the Board will grant licenses to the Association to access and use a portion of the School for community purposes.
- D. The Board plans to undertake a boundary review for its schools in the Woodslee/Essex/Belle River area prior to the expiry of the initial term of this Agreement, the results of said review to be examined by the Board in considering boundary adjustments or other actions that the Board may deem appropriate.

NOW THEREFORE in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 RECITALS

- 1.1 **Recitals.** The recitals are incorporated into and form part of this Agreement. Each party acknowledges and confirms the accuracy of the recitals.

2.0 DOCUMENTATION AND INTERPRETATION

- 2.1 **Interpretation.** Interpretation of this Agreement shall be subject to the following:
 - (a) **Number.** Unless the context requires otherwise, words importing the singular include the plural and vice versa.

- (b) **Gender.** Unless the context requires otherwise, words importing gender include all genders.
- (c) **Include, Etc.** Whenever the words "include", "includes" or "including" (or similar terms) are used they are deemed to be followed by the words "without limitation".
- (d) **Time.** Any reference to a time shall be Windsor, Ontario time.
- (e) **Statute References.** Any reference to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.
- (f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

3.0 GRANT OF LICENSES BY BOARD

- 3.1 **Exclusive Use License.** During the Term of this Agreement as defined in section 4.1, and for so long as the license fees referred to in this Agreement and all other amounts payable hereunder by the Association are paid in a timely fashion and the Association complies with such reasonable rules as are established from time to time by the Board, the Board grants an exclusive license to the Association to access and use the following areas within the School:
 - (a) 2 class rooms (Class Rooms 9 and 10)
 (the "Exclusive Use Areas").
- 3.2 **Non-Exclusive Use Licence.** During the Term of this Agreement as defined in section 4.1, and for so long as the license fees referred to in this Agreement and all other amounts payable hereunder by the Association are paid in a timely fashion and the Association complies with such reasonable rules as are established from time to time by the Board, the Board grants a non-exclusive license to the Association to use the following areas within the School in co-ordination with the Board, School staff, students and parents and any other invites of Board to the School, subject to school activities and school sports having priority for the use of all areas:
 - (a) the School's gymnasium, stage area, dressing rooms and restrooms located in the dressing rooms (the "Gym");
 - (b) Room 36, the School's library (the "Library");
 - (c) 1 class room (Class Room 8);
 - (d) the entrance/exit to the building located at the north end of the School;
 - (e) all hallways within the School necessary to access the Exclusive Use Areas, the Gym, the Library and Class Room 8;
 - (f) all means of ingress and egress from and to the property as well as driveways, sidewalks and parking facilities at the School provided that there shall be no designated parking areas for the Association's exclusive use; and

(g) the playgrounds (outside of the normal hours of operations of the School including week-ends and the months outside of the School year)

(the "Non-Exclusive Use Areas").

(the "Exclusive Use Areas" and the "Non-Exclusive Use Areas" shall be collectively referred to as the "Licensed Areas")

- 3.3 **School Floor-Plan.** The floor-plan of the School is attached to this Agreement as Schedule "A" and shows Licensed Areas.
- 3.4 **Readying the Licensed Areas For Use.** The Association acknowledges that it has inspected the Licensed Areas and is familiar with the physical attributes and condition of School generally, and of the Licensed Areas at the date hereof, and that the Board has made no representations or warranties of any kind except those expressly set out in this Agreement. The Association accepts the license to access and use the Licensed Areas on an "as-is" condition. Any improvements to the Licensed Areas to make it suitable for use by the Association for its purposes shall be at the risk, cost and expense of the Association. If so required by the Board, the Association shall install at its costs a secured double door access in the existing hallway to separate the Licensed Areas from the School.

4.0 TERM AND TERMINATION

- 4.1 **Term.** This Agreement shall be for a term of five (5) years beginning on September 1, 2013 and ending on August 31, 2018 (the "Term").
- 4.2 **Renewal Terms.** The Association shall have the right to renew the Term of this Agreement for five (5) successive one (1) year terms on such terms and conditions as may be agreed to by the parties. The Association shall give written notice to the Board of its intention to renew the Term or any previous renewal term as the case may be, by no later than ninety days (90) days prior to the expiration of the Term or prior renewal term as the case may be.
- 4.3 **Termination –** This Agreement may be terminated as follows:
- (a) **No Cause.** This Agreement may be terminated at any time for any reason or for no reason by mutual written agreement between the parties, or during a renewal period by either party upon giving nine (9) months written notice to the other.
- (b) **Cause.** Immediately upon giving notice:
- (i) **Material Default.** By either party in the event the other is in default of a material obligation under this Agreement.
- (ii) **Repeated Immaterial Default.** By either party in the event the other is in repeated default (three (3) or more times) in the performance of any of its obligations (whether the same or different obligations) under this Agreement which obligations are not alone considered material.

- (iii) **Bankrupt or Insolvent.** By either party in the event the other becomes bankrupt, insolvent, or a receiving order is made against it.
- (iv) **Ceases Business.** By either party in the event the other ceases to operate.

4.4 **Obligation to Facilitate Transition Post Termination.** Upon termination of this Agreement the parties shall cooperate and do all things necessary to avoid disruption and to facilitate a smooth transition to such other person(s) and/or location(s) as may be continuing with any aspect of the subject matter of this Agreement.

5.0 LICENCE FEE

- 5.1 **Annual Licence Fees.** The Association shall pay to the Board as an annual licence fee for its access and use of the Licensed Areas the sum of Fifty Thousand Dollars (\$50,000) (the "Annual Licence Fee"). The Annual Licence Fee shall be payable by the Association in four (4) equal payments in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) each on the 1st day of September, December, March and June each year during the Term of this Agreement commencing on September 1, 2013.
- 5.2 **Harmonized Sales Tax.** In addition to the licence fee set out in section 5.1, the Association shall pay to the Board any and all applicable Harmonized Sales Tax ("HST") applicable thereon.
- 5.3 **Payment of Licences Fees and HST.** All payments required to be made by the Association under or in respect of this Agreement, including HST, shall be made to the Board at 1325 California Avenue, Windsor, Ontario N9B 3Y6, or to such agent or agents of the Board or at such other place as the Board shall from time to time direct in writing to the Association.

6.0 USE OF LICENSED AREAS

- 6.1 **Purpose.** The Licensed Areas shall be used by the Association for community centre/recreational activities offered by the Association to community members and for no other purposes. The Association shall not permit any use that interferes with the normal day-to-day operations of the School or that could result in damage to the School.
- 6.2 **Sale and/or Consumption of Alcohol.** Any use by the Association of the Licensed Areas that involves the sale and/or consumption of alcohol is prohibited unless the Association obtains the prior consent of the Board. In so consenting, the Board must be satisfied that the following criteria will be met:
- (a) a proper person in authority from the Association will be present;
 - (b) no minors will be present;
 - (c) the provisions of applicable legislation is followed, including the requirements set out in the *Liquor License Act* and *Occupier's Liability Act*;
 - (d) there is a licensed bartender and trained servers on site;

- (e) a permit has been obtained from the Liquor Control Board of Ontario;
- (f) adequate supervision and staffing is available; and
- (g) such other criteria the Board deems appropriate acting reasonably.

6.3 **Shared Access and Use of the Gym, Library and Class Room 8.** The Association and the Board shall mutually agree to a schedule for the shared use of the Gym, Library and Class Room 8 which form part of the Licensed Areas.

The schedule for the Gym shall include:

- (a) use by the Association during day-time hours for the equivalent of two and one-half (2 1/2) days per week Monday to Friday;
- (b) use by the Board during day-time hours for the equivalent of two and one-half (2 1/2) days per week Monday to Friday; and
- (c) priority for use by the Association during evening hours and weekends provided the Gym is not required during these times by the Board for special School events and activities (ie. School sports, parent-teacher nights, Christmas concerts/plays and the like).

6.4 **Covenants of the Association.** The Association covenants and agrees:

- (a) to pay the license fee and all other moneys in accordance with the terms of this Agreement;
- (b) to comply with the terms and conditions of this Agreement;
- (c) to observe the rules and regulations of the Board in respect of the Licensed Areas;
- (d) to obtain, at its own expense, all licenses and permits which may be required for the operations of the Association from the Licensed Areas;
- (e) to forthwith make all repairs and/or replacements to the Licensed Areas which may arise from or be caused by the operations of the Association or those for whom the Association is at law responsible; and
- (f) to return the Licensed Areas to a clean and tidy condition after each occasion of its use thereof;

6.5 **Taxes.** The Association shall be responsible for and shall pay all increases in taxes, assessments, rates and charges and other government impositions general or special, ordinary, foreseen or unforeseen of every kind which may be imposed or assessed or levied in respect of the Board on account or by reason of the Association's use of the Licensed Areas.

6.6 **Compliance with Laws.**

- (a) The Association shall, at the Association's sole expense, comply with all laws, orders, ordinances and regulations of federal, provincial or municipal authorities, and with any

direction made pursuant to law or by any public officer or officers, which relate to the Association's access and use of the Licensed Areas (collectively, the "Laws").

- (b) If at any time during the Term of this Agreement or any renewal thereof, either party receives notice that the Licensed Areas fail to comply with any Laws, the Association shall immediately take steps to correct any deficiencies, at the Association's sole expense, provided the Board shall first have approved such steps, acting reasonably.

6.7 **Representative from Each Party to be Appointed.** The parties agree to use their best efforts to resolve any disputes which may arise in respect of the Association's access and use of the Licensed Areas and all other matters arising from this Agreement. Each party shall appoint a representative for the purpose of ensuring that effective communication is established and the parties agree that their respective representative as of the date hereof is set out in Schedule "B" attached hereto. The representatives of the parties shall meet from time to time to consider and discuss any matters pertaining to this Agreement.

6.8 **Janitorial Services.** The Board shall, at its own cost, provide janitorial services for the Licensed Areas consistent with those already employed by it for the rest of the School.

6.9 **Utilities.** The Board shall be responsible for the cost of the utilities supplied to the Licensed Areas consistent with the utilities supplied to the rest of the School.

6.10 **Improvements.**

- (a) The Association shall not be entitled to make any alterations, changes, improvements or any work in or to the Licensed Areas without the consent of the Board, which consent may not be unreasonably withheld. All such improvements shall be at the sole cost of the Association and carried out in a good and workmanlike manner in accordance with the generally accepted standard of care in the applicable industry. All improvements to the Licensed Areas carried out by the Association as permitted by this Agreement shall, upon completion, form part of the School and will remain the property of the Board thereafter.

- (b) From time to time, the Board may make alterations, changes, additions, deletions, improvements or any other work in and to the School including but not limited to the Licensed Areas or any part thereof.

6.11 **Additional Space.** In the event additional space becomes available in the School ("Additional Space") and the Board is interested in licensing the access and use of the Additional Space to a third party, the Board shall first offer the license for the Additional Space to the Association. If the Association is interested in using the Additional Space, the Association must notify the Board in writing within thirty (30) days of receiving notice from the Board of the availability of the Additional Space. If the parties agree on terms and conditions for the license of the Additional Space, this Agreement shall be amended as required. In the event the Association is not interested in the use of the Additional Space, or the parties are unable to agree on the terms and conditions of the license for the Additional Space, the Board shall be permitted to offer the license for the Additional Space to a third party.

6.12 **Purchase of School by Association.** In the event the Association should purchase the School from the Board during the Term of this Agreement, or any renewal term, for a purchase price that represents the fair market value of the property at the time, the Board agrees to credit the purchase

price payable by the Association for the costs of any major capital improvements made to the School and paid by the Association provided that any major capital improvements for which costs are to be credited to the purchase price shall have been made in accordance with section 6.10 of this Agreement.

7.0 INDEMNITY

7.1 Indemnity from Association for use of Licensed Areas.

- (a) The Board shall not be liable for any loss or damage sustained by the Association resulting directly or indirectly for the use of the Licensed Areas or any part thereof or for any reason at any time whether during or after the Term of this Agreement or any renewal thereof, nor shall it be liable for any loss of, or damage to, the Licensed Areas however occasioned except if such loss or damage is caused by the gross negligence of the Board or anyone for whom the Board is at law responsible. The Association shall be liable for all loss or damage caused to the School, including but not limited to the Licensed Areas, by the operations of the Association or by the negligent acts or omissions of the Association or anyone for whom the Association is at law responsible.
- (b) The Association shall indemnify and save the Board harmless from and against any and all costs, expenses, claims and demands arising from any default hereunder by the Association, and any and all claims by or on behalf of any person, firm, or corporation arising from the operations of the Association in the Licensed Areas and from any act or negligence of the Association or any agent, contractor, servant, employee, customer or invitee of the Association or any other party for whom the Association is at law responsible, and from and against all costs, fees, expenses and liabilities arising from or incurred in respect to any such claim or any action or proceeding brought thereon.

7.2 Survival. The indemnity obligations in this Agreement shall survive termination of this Agreement.

8.0 INSURANCE

8.1 Type and Amount. The Association shall carry and maintain insurance during the Term of this Agreement and any renewal thereof as follows:

- (a) a commercial general liability and property damage insurance policy acceptable to the Board providing insurance coverage in respect of any one accident limit of at least \$2,000,000 inclusive, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property. Such policy shall name the Board as an additional insured there under, shall contain a cross-liability and severability of interests clause and shall protect the Board against all claims for damages or injury including death to a person or persons and for damage to any property of the Board or any other public or private property resulting from or arising out of any act or omission on the part of the Association during the duration of this Agreement. Such policy shall be extended to include the following endorsements: Personal Injury Liability, Contractual Liability, Products & Completed Operations Liability, and shall include a provision that the insurer shall not cancel, or materially change coverage as would affect this Agreement without providing the Board with at least thirty (30) days prior written notice; and

(b) Such other insurance as may from time to time be reasonably requested by the Board.

All such policies shall be issued by an insurer licensed to carry on insurance business in the Province of Ontario and shall contain cross waivers of subrogation.

- 8.2 **Provision of Certificate of Insurance.** The Association shall provide the Board proof of insurance coverage from time to time as requested by it.
- 8.3 **Notice of Claims.** In the event that a person is injured and/or events occur through or connected with the use of the Licensed Areas or performance by the Association of its obligations under this Agreement, which could form the basis of a claim, upon becoming aware of the same the Association shall forthwith and in any event no later than seven (7) days, deliver notice of the same to the Board.
- 8.4 **Increase Insurance Costs for Board.** The Association shall not do or permit to be done upon the Licensed Areas anything that shall cause the rate of insurance upon the School to be increased, and if such rate of insurance shall be increased by reason of anything done or committed or permitted to be done or committed by the Association, or by anyone permitted by the Association to be upon the Licensed Areas, the Association shall forthwith pay to the Board on demand, the amount of such increase.

9.0 COMMUNICATIONS

- 9.1 **Notices.** Unless otherwise expressly provided, all notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing by personal delivery, by mailing the same by prepaid mail, or sent by facsimile or email as follows:

To the Board: Windsor-Essex Catholic District School Board
1325 California Avenue
Windsor, ON, N9B 3Y6

Attention: Mario Iatonna
Facsimile: 519-985-2928
Email: mario_iatonna@wecdsb.on.ca

To the Association: Woodslee Community Association

c/o Paul Mullins, LLP
691 Ouellette Avenue
Windsor, ON, N9A 4S4

Attention: Paul Mullins
Facsimile: 519-255-7114
Email: paulmullinsoffice@bellnet.ca

or at such other address as may be given by any one of them to the other in writing as aforesaid from time to time, and such notices, requests, demands, acceptances and other communications shall be deemed to have been given and received as follows:

- (i) if made by personal delivery, when delivered;
- (ii) if sent by prepaid mail, on the fourth (4th) business day following the date of mailing;
- (iii) if transmitted by facsimile, one (1) day after the time of sending; or
- (iv) if transmitted by email, one (1) day after the time of sending.

In the event of disruption of normal postal service, notice may be made by delivery, facsimile or email only.

10.0 MISCELLANEOUS

- 10.1 **Amendment.** No modification or amendment to this Agreement may be made unless agreed to by each of the parties in writing.
- 10.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.
- 10.3 **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 10.4 **Waiver.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).
- 10.5 **Successors and Assigns.** The Agreement may not be assigned by the Association without the consent of the Board. This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.
- 10.6 **Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 10.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[remainder of page intentionally left blank; signature block to follow]

IN THE WITNESS WHEREOF this Agreement has been executed as of the date first above written.

) **WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD**

)
) Per: seal
) C/S

)
) Per:

)
) We have authority to bind the corporation.

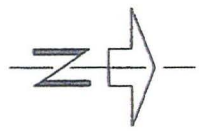
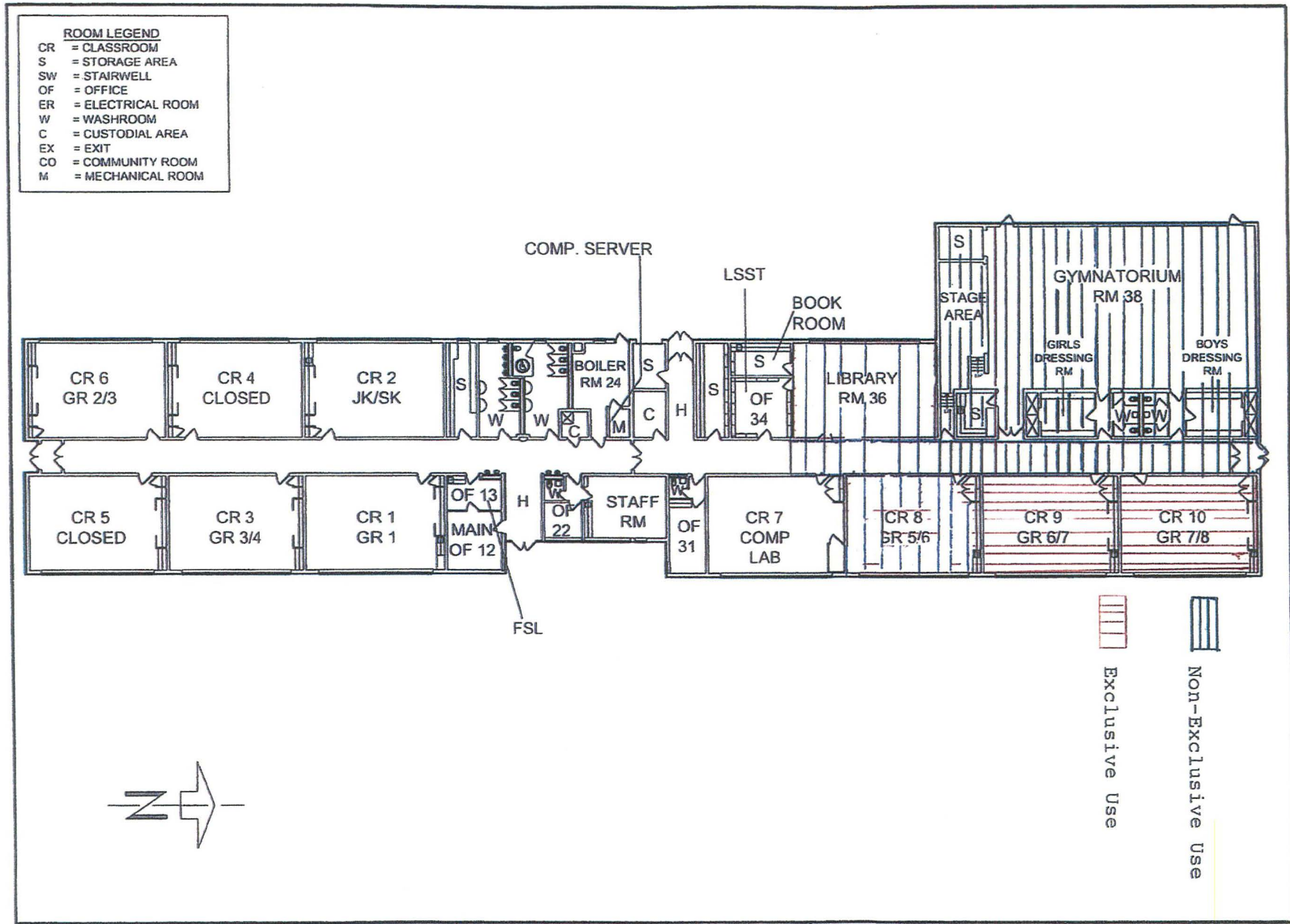
) **WOODSLEE COMMUNITY ASSOCIATION**

)
) Per: seal
) C/S

)
) Per:

)
) We have authority to bind the corporation.

Floor Plan of School - Licensed Areas
Schedule "A"



W E C D S B

ST. JOHN THE EVANGELIST

1757 ORIOLE PARD DR
 WOODSLEE, ON
 M1P 1Y1

08 /10/ 2011
 REV: SEPT 1, 2012 MA

Schedule "B"

Designated Contact Persons

[Note for Completion: set out names of representatives from each of the Board and the Association to be established as the initial contacts]

Board Contact: Mario Iatonna, P. Eng., MBA
Executive Superintendent of Business
1325 California Avenue
Windsor, ON N9B 3Y6
(519) 253-2481, Extension 1211

Association Contact: Paul Mullins, LLP
691 Ouellette Avenue
Windsor, ON N9A 4S4
(519) 255-7707



1325 California Avenue
Windsor, ON N9B 3Y6
CHAIRPERSON: Barbara Holland
DIRECTOR OF EDUCATION: Paul A. Picard

**Supervised
Meeting Date:**
July 17, 2013

BOARD REPORT

Public **In-Camera**

PRESENTED FOR: Information Approval

PRESENTED BY: SEAC Committee – Trustee Members

SUBMITTED BY: Paul A. Picard, Director of Education
Cathy Geml, Associate Director of Education Student Achievement K-12

SUBJECT: **SPECIAL EDUCATION ADVISORY COMMITTEE (SEAC)
Meeting of Thursday, May 30, 2013**

RECOMMENDATION:

**That the Minutes of the Thursday May 30, 2013 Special Education
Advisory Committee meeting be received as information.**

SYNOPSIS:

The Special Education Advisory Committee (SEAC) is an advisory committee mandated through the Education Act as a standing committee of each school board. All minutes of the Special Education Advisory Committee are to be received by the Board.

BACKGROUND COMMENTS:

The Special Education Advisory Committee reports to the school board and makes recommendations to the board regarding special education programs and services. Regulation 464/97 sets out requirements for school boards with respect to Special Education Advisory Committees and outlines their role, membership, and scope of activities. The regulation requires SEACs to meet at least ten times in each school year.

FINANCIAL IMPACT:

N/A

TIMELINES:

The next SEAC meeting will occur on Thursday June 20, 2013 at the Catholic Education Centre.

APPENDICES:

- Special Education Advisory Committee Minutes of Thursday May 30, 2013.

REPORT REVIEWED BY:

<input type="checkbox"/>	EXECUTIVE COUNCIL:	Review Date: --
<input checked="" type="checkbox"/>	EXECUTIVE SUPERINTENDENT:	Approval Date: June 24, 2013
<input checked="" type="checkbox"/>	DIRECTOR OF EDUCATION:	Approval Date: June 24, 2013



**1325 California Ave., Windsor, ON N9B 3Y6
Phone: (519) 253-2481 Fax: (519) 253-0620**

**SPECIAL EDUCATION ADVISORY COMMITTEE MEETING
Thursday May 30, 2013 – 6:00 P.M.
Windsor Essex Catholic Education Centre
1325 California Avenue, Windsor**

MINUTES

Present:

Melanie Allen	IEWS (Chair)
John Riberdy	Principal Representative
Mary DiMenna	Trustee
Lisa Soulliere	Trustee
Rose Lamug	Autism Ontario Windsor-Essex (V-Chair)
Michelle Friesen	Integration Action for Inclusion
John McMahon	Community Living
Cathy Geml	Associate Director of Education (ex-officio)
Terri Maitre	Recorder

1. Call to Order – Melanie Allen
2. Opening Prayer – Melanie Allen
3. Welcome – Melanie Allen
4. Recording of Attendance: Regrets: Joseph Colella
5. Approval of Agenda - May 30 , 2013

Motion by Michelle Friesen and seconded by Mary DiMenna that the Agenda be approved as printed and circulated. *Carried*

6. Agenda Questions from Observers - None
7. Disclosure of Pecuniary Interest - None
8. Approval of Minutes – April 18, 2013

Motion by John McMahon and seconded by Rose Lamug that the Minutes be approved as printed and circulated. *Carried*

9. Business Arising - None

10. Information Items

- (a) Hamilton-Wentworth DSB – letter to the Honourable L. Sandals, Minister of Education regarding the specific inclusion of Fetal Alcohol Syndrome Disorder in the Ontario Secondary School Physical Education Program. Support numerous SEAC groups regarding the inclusion of a more comprehensive special education component in Ontario Teachers College’s. Greater emphasis on knowledge and implementation of an IEP and the IPRC process.
That New Teacher Induction Program (NTIP) includes a special education training component.
A discussion ensued surrounding Fetal Alcohol Syndrome and the levels it is taught in the Secondary Schools.
- (b) Durham District School Board – letter to the Honourable L. Sandals – Minister of Education – letter supporting the Wellington Catholic DSB’s SEAC concerns with the current funding model for special education was presented as information.
Michelle Friesen inquired if the Windsor-Essex Catholic District School Board’s SEAC committee had prepared and forwarded a letter to the Ministry regarding funding. To date there has been no letter submitted.
- (c) Brant Haldimand Norfolk – letter to the Honourable L. Sandals – Minister of Education – letter supporting Boards and their respective SEACs as it pertains to Special Education Preparatory courses being a mandated requirement for all teachers graduating from a College of Education in Ontario. The Brant Haldimand Norfolk’s SEAC also suggests additional qualifications be developed in the area of Mental Health, was presented as information, no discussion followed.

Motion by Mary DiMenna and seconded by Rose Lamug that the Information Items be accepted as information. *Carried*

11. Report from Chair – N/A
12. Report from Trustees –At the Delegation meeting of May 28, 2013: Proposed amendments to the board by-laws were presented, and are available on the board website once approved by the Supervisor.

Accommodation reviews to be established:

1. East Windsor/Riverside area- to include St. Jules, St. Rose, St. John Vianney, St. Maria Goretti Catholic Elementary schools and F.J. Brennan Catholic Secondary school.
2. Tecumseh area- To include St. Peter, St. Gregory and St. Pius Catholic Elementary schools.
3. Central Windsor area – To include St. Angela, Immaculate Conception Catholic Elementary schools and Catholic Central Catholic Secondary school.

Consistent with the relevant regulatory process, the establishment of the Accommodation Review Committees are to commence immediately; the public consultation meetings to occur in the 2013/2014 school year.

Verbal report to the 2013/2014 Draft Budget

The 2013/2014 budget as presented reflected an in-year balanced budget and the elimination of the prior years' accumulated deficit by the end of 2013-2014. The draft budget is available for two weeks on the board website for stakeholder input. The final budget along with input from our stakeholders will be presented at the delegation meeting on June 17, 2013.

Motion by Michelle Friesen and seconded by Rose Lamug that the report from Trustees be accepted as information. Carried

13. Report from Associate Director of Education:

- (a) Community Partner held a Developmental Health and Wellness Fair on April 17 & 18, 2013 where a community screening clinic targeting families of young children prior to JK entry was offered.
- (b) PPM 140 –Janet Penner, Ministry of Education responded to the Board's inquiry regarding PPM 140. Boards do not receive the data from the yearly survey.
- (c) Mental Health –A mental health menu with a community of health providers was offered to teachers and other board staff. The needs of each individual school dictated which provider attended at that particular school (cutting, eating disorders etc).
- (d) Mental Health - Administrators are being offered training sessions in ASSIST and Safe Talk, June 3, 4 and 5th.
- (e) Brennan secondary school is to receive the "Community Living Windsor Bea DeBernardi Award for Inclusive Education".
- (f) Staffing
 - i) No layoffs for Educational Assistants
 - ii) Temporary Special Education layoffs due to declining enrolment.
 - iii) Supervisor of Student Services will not be replaced.
 - iv) New Coordinator to be announced.
- (g) Day of Champions to be held:
 - Elementary** - May 29th, 2013 at St. Thomas of Villanova
 - Secondary** - June 6, 2013 at Cardinal Carter
- (h) Itinerant staff to be invited to SEAC to discuss their roles in the Board.

Motion by Michelle Friesen and seconded by Rose Lamug that the reports from the Associate Director be accepted as information. Carried

- 14. New Business – Michelle Friesen SEAC member is to prepare a letter to the Minister of Children and Youth Services and the Ministry of Education surrounding funding for children and families with Autism.

- 15. Association Reports –

Autism Ontario Windsor Essex Chapter recognizes a professional that is committed to working with persons with Autism. Nominees come from the Windsor-Essex Catholic District School Board, Greater Essex District School Board and the French Language School Board as well as Private sectors.

Michelle Friesen, did not have a report from Integration Action for Inclusion. However, she did report that guest speaker Christine Byrne who brought humour into her presentation would be presenting at the Annual General Meeting for Windsor-Essex Family Network on June 13, 2013.

A discussion regarding co-op placements of children/young adults in the workplace took place.

Motion by John McMahon and seconded by Rose Lamug that the reports from the Associations be accepted as information. *Carried*

16. Closing Prayer – Melanie Allen

Meeting adjourned: 7:15 p.m.

Next meeting: Thursday June 20, 2013 - 6:00 p.m.