

REGULAR BOARD MEETING AGENDA  
PUBLIC SESSION

TUESDAY, MAY 22, 2018  
7:00 p.m.

Board Room  
Sarnia Education Centre  
200 Wellington Street, Sarnia

**A**

	Page Reference
1. Call to Order	
2. In Memoriam	3
3. Approval of Agenda	
4. Declaration of Conflict of Interest	
5. Approval of the Minutes of May 8, 2018 Regular Board Meetings	4
6. Business Arising from the Minutes	
7. Motions Emanating from the Regular Board Private Session	
8. Motion that the Actions of the Regular Board Private Session be the Action of the Board.	
9. Presentations:	
a) P.E. McGibbon Public School and Great Lakes Secondary School Classroom Collaboration – Teachers Chitra Dath-McLellan (GLSS) and Jen Gilpin (PEM)	
10. Delegations	
11. Questions from the Public	
12. Reports for Board Action	
a) Policy and Regulations on <i>Pupil Accommodation</i>	8
Director Costello Report B-18-60	
<u>Recommendation</u> “That the Board approve the review of the policy on <i>Pupil Accommodation</i> And revised regulation.”	
b) Policy and Regulations on <i>Conditions of Employment for Managers and          Non-Union Employees</i>	22
Director Costello Report B-19-61	
<u>Recommendation</u> “That the Board rescind the policy and regulations on <i>Conditions of Employment          For Managers and Non-Union Employees.</i> ”	
13. Reports for Board Information	
a) Thoughtexchange summary for City of Sarnia	Superintendent Girardi Oral Report
14. Correspondence	
15. New Business	
16. Trustee Questions	

## 17. Notices of Motion:

Director Costello served Notice of Motion regarding section 3.14 of the LKDSB Procedural By-laws:

3.14 Any person from the community or community group wishing to address the Board shall give seven working days notice electronically or in writing to the Secretary of the Board and shall indicate the matter or issue they wish to speak to and provide an electronic or printed copy of their presentation with their request. Requests received without supporting documentation will not be considered. The Chair, Vice-Chair and Director of Education will review all requests at the Agenda Review Meeting prior to the Board Meeting and determine if the request will be placed on the Board Agenda.

Add *A person or group may not address the Board on the same issue within a six-month period.*

*Trustees may ask the person or group making the delegation questions of clarification only following the delegation. Trustee questions of Administration related to the delegation will be raised during Trustee Questions on the Board Agenda.*

3.15 Approved requests from community members or groups shall have ten minutes to address the Board. If more than eight presentations are requested, the Chair may schedule a Special Board Meeting to hear the presentations/delegations.

## 18. Future Agenda Items

## 19. Announcements

a) The next Regular Board Meeting will be held on Tuesday, June 12, 2018, 7:00 p.m. at the Chatham Education Centre.

## 20. Adjournment



Lambton Kent  
District School Board

*In Memoriam*

*Bev Thompson*

Bev Thompson passed away May 9, 2018.

Bev is survived by her husband Mike Thompson.

Bev was staff member at Great Lakes Secondary School in Sarnia. Staff, students and all who knew Bev will miss her.

May 22, 2018

**Present:**

**Trustees:** Chair Elizabeth Hudie, Tom McGregor, Jane Bryce, Randy Campbell, Ruth Ann Dodman, Dave Douglas, Jack Fletcher, Tom McGregor (via teleconference), Bob Murphy, Lareina Rising (via teleconference) Shannon Sasseville

**Student Trustee** Elisabeth Guthrie and Evan Rogers

**Staff:** Director of Education Jim Costello, Superintendent of Business Brian McKay, Superintendents of Education, Angie Barrese, Gary Girardi, Helen Lane, Taf Lounsbury, Mark Sherman and Phil Warner

**Regrets:** Vice-Chair Scott McKinlay and Heather Hughes, Public Relations Officer

**Recording Secretary:** Trish Johnston, Executive Assistant and Communications Officer

**Call to Order:** Chair Hudie called the meeting to order at 7:00 p.m. Trustee Bryce served as Vice-Chair for the Meeting.  
Chair Hudie read the Traditional Territorial Acknowledgement.

**#2018-75**  
**Approval of the Agenda**  
**May/8/2018**  
Moved by Jack Fletcher, seconded by Shannon Sasseville,  
"That the Agenda for the Regular Board Meeting Public Session of May 8, 2018 be approved."  
**CARRIED.**

**Declaration of Conflict of Interest:** None

**#2018-76**  
**Approval of Minutes**  
**Apr/24/2018**  
Moved by Jack Fletcher, seconded by Ruth Ann Dodman,  
"That the Board approve the Minutes of the Regular Board Meeting of April 24, 2018."  
**CARRIED.**

**Business Arising** None.

**#2018-77**  
**Action of the Regular**  
**Board Private Session be**  
**the Action of the Board**  
Moved by Jane Bryce, seconded by Dave Douglas,  
"That the Action of the Board in Private Session be the Action of the Board."  
**CARRIED.**

**Questions from the Public** None.

**Discontinuing Provision of**  
**Bottled Water**  
**Report B-18-51**  
Moved by Jack Fletcher, seconded by Randy Campbell,  
"That the LKDSB not provide water, sold in plastic bottles to the attendees at all LKDSB meetings."

Trustee Fletcher served Notice of Motion at the April 24, 2018 Board Meeting. He referred to the information he shared with Trustees in his report about the problems associated with plastic water bottles. He advised that he has attended meetings involving the LKDSB and has observed the number of plastic water bottles provided by the LKDSB. He confirmed that he has used the bottles at many meetings but is now making the effort to bring his own non-plastic container of water. He acknowledged that there may be a problem policing the policy but he stated that he believes most people will respect the rationale behind the ban. He mentioned that he is not worried about policing the practice but setting an example. He commented on eliminating water bottles in relation

to eliminating canned pop and noted that people recycle cans more than water bottles. He noted that water is readily available in most facilities and suggested that pitchers of water and cups could be provided. Trustee Fletcher advised that he believes, as a Board of Education, this would make a statement that the LKDSB will do its part to move in the direction of responsible stewardship for the planet earth. He provided examples of how the discontinuation of the provision of bottled water relates to various LKDSB Belief Statements.

Trustee Sasseville commented on her support for environmental initiatives and shared her experience with trying to implement measures when the infrastructure to support the initiative is not in place. She questioned how the policy would be operationalized and the associated cost to achieve it.

Trustee Bryce noted the hospitality aspect of providing bottled water for guests. She stated that she believed that the matter was an operational issue not a governance matter.

Director Costello commended Trustee Fletcher and agreed with the sentiment and philosophy of his report. He explained that this is an operational matter not a governance matter and questioned how it would be implemented throughout the system. He commented on the work already being done in this area throughout the district noting that most schools have water filling stations and that data is collected on the reduction of water bottles through refilling.

Student Trustee Rogers supported the philosophy and commented on his research that confirmed that some school boards have banned them. In response to his question if the LKDSB could implement an improved plastic reduction strategy if the motion was defeated, Director Costello confirmed that the LKDSB could still support a renewed commitment to reduce the use of bottled water. It could be included in an operational plan to support the strategic plan. He referenced all the measures currently in practice throughout the system aimed at reduction.

Trustee Rising commented that she understands the impact of plastics on oceans and applauded the sentiment and thinking but cautioned against vilifying the plastic industry. She supported a strategy focused on reducing the use of plastic bottles. She commented on issues related to other products sold in plastic bottles and the need to provide filtered water options for those who choose to drink it. She suggested that other options that might go a step further need to be considered instead.

Chair Hudie stated that this topic was an operational issue not a governance issue and acknowledged the need to reduce, recycle and be hospitable.

Trustee Fletcher questioned why the report made it to the floor if the Chair and Secretary of the Board believed that this is an operational issue. He noted the need to change practices and set an example for students.

MOTION DEFEATED.

#2018-78  
Regulations on *Display of  
Flags*  
Report B-18-52

Director Costello advised that it has become the practice of the LKDSB to lower flags in honour of individuals involved in tragic events and shared examples of when the flags were lowered recently. Item #9 in the LKDSB regulations on *Display of Flags* has been revised to incorporate this practice. He reviewed the components of the regulations

Moved by Jane Bryce, seconded by Ruth Ann Dodman,

“That the Board approve the revised regulations *Display of Flags*.”

It was agreed that #9 would be revised to read, *The Director of Education may order the lowering of flags to half-mast throughout the system or at an individual location at the Director’s discretion*. Director Costello confirmed that when flags

are lowered, he sends a message to the system explaining why the flags are being lowered.

CARRIED.

Special Education  
Advisory Committee  
(SEAC) Report  
Report B-18-53

Trustee Fletcher reported on the Special Education Advisory Committee Meeting held on April 19, 2018. He commented on the presentations provided on the LKDSB Autism Spectrum Disorder (ASD): Continuation and Expansion of After-School Programs and on how post-secondary institutions support students, transitions out of high school and preparing special education students for the workplace. SEAC members approved the updates to the LKDSB Special Education Plan. The SEAC association members shared information on upcoming activities. Trustee Fletcher shared a letter received by a LKDSB employee about a student's positive experience at a transition fair

Indigenous Liaison  
Committee Report  
Report B-18-54

Trustee Rising reported on the April 18, 2018 Indigenous Liaison Committee (ILC) Meeting held at Wallaceburg District Secondary School (WDSS). Reports from the First Nation Communities were received. Kim Sonneveld is the new education manager for Delaware First Nation. Walpole Island First Nation is working on a new education service agreement with the LKDSB, hiring a Director of Education, exploring and based learning initiatives and organizing a spring community pow wow for May 19 and 20, 2018. Trustee Rising noted that the Aamjiwnaang First Nation is discussing the roll out of the Anishinabek Education System (AES) which will require a new education service agreement between Aamjiwnaang First Nation and the LKDSB. Trustee Rising explained that the education representatives of the Four First Nations caucus prior to the start of the ILC Meeting and she brings collective concerns forward on behalf of the Four First Nations to the ILC Meeting. At the ILC Meeting, they requested to have detailed information about this year's Indigenous Education budget as well as the new budget information for the coming school year presented to the ILC. The Four First Nations are interested in becoming participating members in the community Violent Threat Risk Assessment (VTRA) protocol and receive the required training. Trustee Rising stated that information about the April 27, 2018 Indigenous Education Professional Development Day was shared with ILC members as well as the plans for Youth Symposiums at Alexander Mackenzie Secondary School (AMSS), North Lambton Secondary School (NLSS), Wallaceburg District Secondary School (WDSS) and Ridgetown District High School (RDHS). Trustee Rising noted the information shared with ILC members about Jason Simon, former NHL hockey player and member of Aamjiwnaang First Nation, sharing his story at LKDSB secondary schools this Spring and Fall.

Trustee Questions

In response to Trustee Campbell's question about the cancellation of tractor day at Ridgetown District High School, (RDHS), Superintendent Sherman confirmed that the cancellation was not a Board level decision. It was a school level decision to remove the parade aspect of the day for liability reasons. He commented on the article in the Ridgetown paper that presented the student voice aspect on the issue. Superintendent Sherman advised that RDHS Administration was restructuring the event into a larger fall Agri-focused event that would involve more community organizations. He noted that the LKDSB and school administrators do not regulate what students drive to school.

In response to an invitation from the Principal and School Council, Trustees Sasseville, Hudie and Dodman visited the gymnasium at King George VI Public School in Chatham on May 7, 2018. In response to Trustee Sasseville's question about what the next steps were in the capital project process, Superintendent McKay explained that the gymnasium project would be part of the Budget presentation at the June 12, 2018 Board Meeting. Administration plans to bring this project as an item for Trustees to consider. If Trustees support the

gymnasium as a capital project, an application for Capital Priorities Funding would be submitted to the Ministry in the Fall of 2018. The gymnasium at King George VI Public School in Chatham is the LKDSB's number one gymnasium priority. The LKDSB has had other priorities associated with school accommodation needs in recent years but that is currently not the case.

Superintendent Barrese confirmed that Administration is in the process of hiring a Mental Health Lead. She outlined the various activities occurring in LKDSB schools this week in celebration of Education Week and Mental Health Week. Schools are working in collaboration with many local agencies.

Announcements

The next Regular Board Meeting will be held on Tuesday, May 22, 2018, 7:00 p.m. at the Sarnia Education Centre.

Chair Hudie encouraged Trustees to visit the Indigenous Museum at Sir John Moore Community School.

Adjournment  
8:57 p.m.

There being no further business, Chair Hudie declared the meeting adjourned at 8:57 p.m.

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Chair of the Board

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Director of Education and Secretary of the Board

**REGULAR BOARD, PUBLIC SESSION**

**REPORT TO BOARD**

**FROM: Jim Costello, Director of Education**

**DATE: May 22, 2018**

**SUBJECT: Policy and Regulations – *PUPIL ACCOMMODATION***

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The Ministry of Education released the revised Pupil Accommodation Review Guideline (PARG) on April 27, 2018.

Revisions made to the PARG:

- Additional public meeting(s), which extends timeframes, for a standard pupil accommodation review;
- Extending the timeframe for the first public meeting from 30 to 40 business days;
- Extending the timeframe between the first and final public meeting from 40 to 60 business days.
- New requirements to be contained in the Initial Staff Report, including the use of a Ministry template for the report;
  - a recommended scenario and at least two alternative scenarios, which could include the status quo, to address the accommodation issues(s);
  - the recommended and alternative scenarios must address the following four impacts:
    - impact on student programming;
    - impact on student well-being;
    - impact on school board resources; and
    - impact on local community
  - if one of the schools included in the pupil accommodation review is eligible to receive support from the Rural and Northern Education Fund (RNEF) at any time, an impact on the local economy must be completed using the Ministry approved template.
- Promotion of community input in the pupil accommodation review process and inclusion of student voice;
- Consideration of elementary student input;

The above revisions have been incorporated into the LKDSB regulations on *Pupil Accommodation*.

The Ministry has not released the templates for the Initial Staff Report or the economic impact assessment. The Ministry has indicated that it will provide some funding to school boards to complete the economic impact assessment as well as approved companies.

**Recommendation:**

**“That the Board approve the review of the policy on *Pupil Accommodation* and the revised regulations.”**

## **POLICY**

**Subject: Pupil Accommodation**

It is the policy of the Lambton Kent District School Board to operate and maintain its schools as effectively and efficiently as possible to support student achievement while exploring all opportunities to enhance the learning environment.

Implementation Date: May 13, 1998 (original)  
Revised: October 8, 2002, March 27, 2007  
Reviewed: March 27, 2012  
Revised: June 23, 2015

Reference: Board Pupil Accommodation Regulations  
Board Naming and Renaming of Board Facilities Policy & Regulations  
Ministry of Education Pupil Accommodation Review Guideline  
Ministry of Education Community Planning and Partnership Guideline



## REGULATIONS **DRAFT**

**Subject: Pupil Accommodation**

### INTRODUCTION

School boards are responsible for managing their school capital assets in an effective manner. They must respond to changing demographics and program needs while ensuring continued student achievement and well-being, and the financial viability/sustainability of the school board.

School boards are responsible for deciding the most appropriate pupil accommodation arrangements for the delivery of their elementary and secondary programs. These decisions are made by school board trustees in the context of carrying out their primary responsibilities of fostering student achievement and well-being, and ensuring effective stewardship of school board resources. In some cases, to address changing student populations, this requires school boards to consider undertaking pupil accommodation reviews that may lead to school consolidations and closures.

1. Annually the Director of Education will present a Pupil Accommodation Report to the Board. The report and all supporting documents will be posted on the Board's website.
2. The Pupil Accommodation Report should include such items as:
  - (a) the current and projected enrolments in each school;
  - (b) the relationship of current and projected enrolments to school capacities;
  - (c) the number of out-of-area students in attendance at each school;
  - (d) the location of and enrolment in special programs which attract students from other parts of the system;
  - (e) the status of the physical plants and the identification of current and future use including capital projects and potential partnerships;
  - (f) the number and location of portable or temporary classrooms;
  - (g) financial data including the costs of capital work and replacement costs of the LKDSB schools;
  - (h) information from the Annual Community Planning and Partnership Meeting;
  - (i) other information that the Director of Education may deem to be relevant.
3. The Director may decide to present an Initial Staff Report(s) outlining the need to conduct an accommodation review of one or more schools and **recommend** the establishment of an Accommodation Review Committee. The **Initial Staff Report, using the Ministry approved template, will include:**
  - o **a recommended scenario and at least two alternative scenarios, which could include the status quo, to address the accommodation issues(s);**
  - o **the recommended and alternative scenarios must address the following four impacts:**
    - **impact on student programming;**
    - **impact on student well-being;**
    - **impact on school board resources; and**
    - **impact on local community**
  - o **information on actions taken by the LKDSB staff prior to establishing of a pupil accommodation review process and supporting rationale as to any actions taken or not taken**
  - o **if one of the schools included in the pupil accommodation review is eligible to receive support from the Rural and Northern Education Fund (RNEF) at any time, an impact on the local economy must be completed using the Ministry approved template.**
  - o **the following factors should be included for each accommodation scenario:**

- summary of accommodation issue(s) for the school(s) under review;
  - where students would be accommodated;
  - if proposed changes to existing facility or facilities are required as a result of the pupil accommodation review;
  - identify any program changes as a result of **the recommended and alternative scenarios proposed option**;
  - how student transportation would be affected if changes take place;
  - if new capital investment is required as a result of the pupil accommodation review, how the school board intends to fund this, as well as a proposal on how students would be accommodated if funding does not become available; and
  - any relevant information obtained from municipalities and other community partners prior to the commencement of the pupil accommodation review, including any confirmed interest in using the underutilized space;
- **each recommended and alternative accommodation scenario** will include a timeline for implementation.
4. Following the date of the Board's approval to conduct a pupil accommodation review, Administration will notify the Director(s) of Education of their coterminous school boards and the Ministry of Education through the office of the Assistant Deputy Minister of the Financial Policy and Business Division.
  5. Following the Board's approval to undertake a pupil accommodation review, Administration will provide written notice of the Board's decision within 5 business days to each of the affected single, lower and upper-tier municipalities through the **Mayor, Chair, Warden, Reeve or equivalent, and to the Chief Administrative Officer, City Manager or equivalent** other community partners that expressed an interest prior to the pupil accommodation review; and include an invitation for a meeting to discuss and comment on the recommended **and alternative scenarios** in the Board's Initial Staff Report. **The meetings must take place prior to the first public meeting.**
  6. The Accommodation Review Committee (ARC) will function according to the Terms of Reference outlined in this Regulation.
  7. Once the Board announces its intention to conduct an accommodation review, Senior Administration will hold ~~two~~ **a minimum of three** public accommodation review meetings.
    - a) There can be no fewer than ~~30~~ **40** business days notice prior to the first public accommodation review meeting.
    - b) There can be no fewer than ~~40~~ **60** business days between the first and final public accommodation review meetings.
  8. The first public accommodation review meeting must include the following:
    - a) an overview of the ARC orientation session;
    - b) a presentation of the Initial Staff Report with recommended and **alternative scenarios**;
    - c) a presentation of the School Information Profile(s) (SIP).
  9. Individuals may apply to present at the public accommodation review meetings by completing the attached request form. Approved presenters will be provided 5 minutes. Request forms must be received electronically or hard copy at the Sarnia or Chatham Education Centre by 4:00 p.m. seven days prior to the public accommodation review meeting.
  10. Additionally, individuals may pose questions in accordance with the following procedure:
    - a) the questioner shall submit the question either orally or in writing to the Facilitator,
    - b) the Facilitator or a member of Senior Administration shall answer the question if the information is immediately available
    - c) the questioner may ask a follow-up question for clarification.

The meeting Facilitator may limit the number of questioners as he/she deems appropriate.

12. The ARC shall hold at least two working meetings within the timeframe outlined in #7. Members of the public will be allowed to attend working meetings as observers.
13. Administration will provide ARC members with School Information Profiles (SIP) for the school(s) involved in the ARC at the orientation session. Each school under review will have a SIP completed during the current school year. School board staff are required to develop School Information Profiles (SIPs) as orientation documents to help the ARC and the community understand the context surrounding the decision to include *the* specific school(s) in a Pupil Accommodation Review. The SIP provides an understanding of and familiarity with the facilities under review. Senior Administration will provide detailed explanations of the FCI including Ministry terminology and calculations when presenting the SIP to the ARC members.

The SIP is expected to include data for each of the following ~~four~~ ~~two~~ considerations about the school(s) under review:

- ~~value to the student; and~~
  - ~~value to the school board~~
  - **impact on student programming;**
  - **impact on student well-being;**
  - **impact on school board resources; and**
  - **impact on the local community**
14. The affected single, lower and upper-tier municipalities, as well as other community partners that expressed an interest prior to the pupil accommodation review, must provide their input in regard to the Initial Staff Report in writing to the Director of Education on the recommended option(s) in the school board's Initial Staff Report before the final public meeting. School boards must provide them with advance notice of when the final public meeting is scheduled to take place.
  15. ~~School boards~~ Administration must document their efforts to meet with the affected single, lower and upper-tier municipalities, as well as other community partners that expressed an interest prior to the pupil accommodation review; and provide any relevant information from this meeting as part of the Final Staff Report to the Board of Trustees.
  16. At the conclusion of the pupil accommodation review process, the Director will submit a Final Staff Report to the Board which will be available to the public and posted on the LKDSB website. The Final Staff Report must include:
    - a Community Consultation section that contains feedback from the ARC and any public consultations as well as any relevant information obtained from municipalities and other community partners prior to and during the pupil accommodation review.
    - **A section that summarizes secondary school student feedback for pupil accommodation reviews involving one or more secondary school.**
    - **Elementary student feedback will be obtained where appropriate.**
 Board staff may choose to amend their **recommended and alternative scenarios** ~~proposed option(s)~~ included in the Initial Staff Report. The recommended **and alternative scenarios** ~~option(s)~~ must also include a proposed accommodation plan which contains a timeline for implementation.

The Final Staff Report will be publicly posted no fewer than 10 business days after the final ARC public meeting.

**If a new school closure is introduced as part of any recommended or alternative accommodation scenario in the Final Staff Report, then an additional public meeting must be held not fewer than 20 business days from the posting of the Final Staff Report. If there is an additional public meeting, there must be no fewer than 10 business days before the public delegations.**

17. Once the Director submits the Final Staff Report to the Board, the Board will allow members of the public to provide feedback on the Final Staff Report through public delegations to the Board at a Board Meeting as per LKDSB By-Laws. From the posting of the Final Staff Report, there must be no fewer than 10 business days before the public delegations. Following the public delegations to Board, LKDSB staff will compile information presented by the public delegations which will be presented to the Board as an Addendum to the Final Staff Report.
18. The Board will be provided with the Final Staff Report and the Addendum including the compiled feedback from the public delegations, when making its final decision regarding the pupil accommodation review. The Board has the discretion to approve the recommendation(s) of the Final Staff Report as presented, modify the recommendation(s) of the Final Staff Report, or to approve a different outcome.

There will be an opportunity for members of the public to delegate to the Board no fewer than 10 business days prior to the final decision of the Board of Trustees. Delegations related to the pupil accommodation review which is being voted upon at a specific Board Meeting will not be received at that same Board Meeting.

19. If the Board passes a motion to close a school, Administration will outline clear timelines around when the school(s) will be closed and provide opportunity for public input on boundary revisions as part of the pupil accommodation process.
20. The Board will establish a Transition Committee to address the transition of students and staff.
21. The naming of a new school or consolidated school will be done in accordance with the Board's policy and regulations on *Naming and Renaming of Board Facilities*.
22. The approved changes will be implemented by the Director of Education, in accordance with Ministry Regulations/Guidelines and the Board Administrative Procedures, prior to the commencement of the next school year or at a time approved by the Board.
23. The following outlines circumstances where school boards are not obligated to undertake an accommodation review in accordance with the Ministry of Education's Pupil Accommodation Review Guidelines.
  - where a replacement school is to be built by the school board on the existing site, or built or acquired within the existing school attendance boundary, as identified through the school board's policy;
  - where a replacement school is to be built by the school board on the existing site, or built or acquired within the existing school attendance boundary and the school community must be temporarily relocated to ensure the safety of students and staff during the reconstruction, as identified through the school board's policy;
  - when a lease for the school is terminated;
  - when a school board is planning the relocation (in any school year or over a number of school years) of grades or programs, in which the enrolment constitutes less than 50% of the school's enrolment (this calculation is based on the enrolment at the time of the relocation, or the first phase of a relocation carried over a number of school years);
  - when a school board is repairing or renovating a school, and the school community must be temporarily relocated to ensure the safety of students during the renovations;
  - where a facility has been serving as a holding school for a school community whose permanent school is over-capacity and/or is under construction or repair; or
  - where there are no students enrolled at the school at any time throughout the school year.

In the above circumstances, the Director will inform school communities about proposed accommodation plans for students before a decision is made by the Board. The Board will also provide written notice to each of the affected single, lower and upper-tier municipalities through the Clerks Department (or equivalent), as well as other community partners that expressed an interest prior to the

exemption, and their coterminous school boards in the areas of the affected school(s) through the Director of Education, and to the Ministry of Education through the Assistant Deputy Minister of the **Capital and Business Support Division** ~~Financial Policy and Business Division~~, no fewer than 5 business days after the decision to proceed with an exemption.

## Pupil Accommodation

Regulation No.: R-AD-106-

### Accommodation Review Committee (ARC) Terms of Reference

#### Mandate:

The Accommodation Review Committee (ARC) represents the school(s) under review and acts as the official conduit for information shared between the school board and the school communities. The ARC may comment on the Initial Staff Report and may, throughout the pupil accommodation review process, seek clarification of the Initial Staff Report. The ARC may provide other accommodation **scenarios** ~~options~~ than those included in the Initial Staff Report; however, it must include supporting rationale for any such **scenario**. ~~option~~.

#### Membership

The Accommodation Review Committee (ARC) membership includes the following from each affected school:

- 1 to 3 students
- 1 to 3 parents/guardians (an equal number to the number of students),
- a school administrator,
- a community representative
- a First Nations representative if appropriate.

The Director or designate facilitates and chairs ARC meetings. Trustees are encouraged to attend as observers.

#### Process

1. Once the Board has announced its intention to conduct an accommodation review of a school or schools, the ARC shall hold at least two working meetings. Members of the public will be allowed to attend working meetings as observers.
2. **Administration will provide an orientation session for ARC members prior to the first public meeting.**
3. Administrative staff will complete a School Information Profile (SIP) for each school under review and provide it to the ARC **at the orientation session**. The ARC may request clarification about information provided in the SIP; however, it is not the role of the ARC to approve the SIP.
4. Each ARC working meeting agenda will be posted on the LKDSB website.
5. A secretary will keep minutes/Record of Action of the meetings which will be posted on the LKDSB website.
6. The ARC members do not need to achieve consensus regarding the information provided to the Board of Trustees.
7. **Administration will compile feedback from the ARC in the Community Consultation section of the Final Staff Report.**

## Pupil Accommodation

### Regulation No.: R-AD-106-

#### Pupil Accommodation Review Timelines

Item		Timeline
A	Pupil Accommodation Report/Initial Staff Report Board Establishes ARC(s)	Annually at a Board Meeting
B	Notify Municipal partners and invite them to meet/discuss Initial Staff Report with staff	Within 5 business days of the Board establishing an ARC (Item A)
C	ARC Orientation Session	To be determined prior to the first public ARC Meeting
D	From the Announcement of the ARC to the first public ARC Meeting.	Not less than 40 business days after the Board establishes an ARC (Item A)
E	From the first public ARC Meeting to the final public ARC Meeting	Not less than 60 business days
F	Final Staff Report to be presented to Board and posted on Board website (may include information from the municipalities and/or ARC)	Not less than 10 business days after the Final Public ARC Meeting (Item E)
G	Public delegations to a Board Meeting	Not less than 10 business days after the Final Staff Report is presented to Board (Item F)
H	Final Staff Report with possible amendments presented to Trustees at a Board Meeting for final decision	Not less than 10 business days after public delegations to a Board Meeting (Item G)

Implementation Date: May 13, 1998 (original)  
 Revised: October 8, 2002, March 27, 2007, September 15, 2009, March 27, 2012  
 June 23, 2015, August 30, 2016  
 Reference: Board Policy Pupil Accommodation  
 Board Policy & Regulations Community Planning and Partnerships  
 Board Policy & Regulations Naming and Renaming of Board Facilities  
 Ministry of Education Pupil Accommodation Review Guideline  
 Ministry of Education Community and Planning Partnership Guideline

Request to Delegate at a Public Pupil Accommodation Review Meeting

Applicant's Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Organization/Affiliation: \_\_\_\_\_

Names of those making delegation: \_\_\_\_\_

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Topic of Delegation and Outline: \_\_\_\_\_

**NOTE:**

Delegations will be limited to five minutes in length and a copy of the presentation must be provided to the Facilitator of the Meeting **at the time of the request to delegate.**

Requests to delegate at a Public Pupil Accommodation Review Meeting must be received electronically or in hard copy at the Sarnia or Chatham Education Centre by 4:00 p.m. seven days prior to the public accommodation review meeting. Requests are to be submitted to [arc@lkdsb.net](mailto:arc@lkdsb.net)

## **SCHOOL INFORMATION PROFILE**

Name of School:

Date

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The School Information Profile (SIP) provides an understanding of and familiarity with the facilities under review.

The SIP includes data on the following considerations about the school(s) under review:

- Impact on student programming;
- Impact on student well-being;
- Impact on school board resources; and
- Impact on the local community.

<b>Facility Profile</b>
○ Site plan and floor plan(s) (or space template) of the school with the date of school construction and any subsequent additions.
○ School attendance area (boundary) map
○ Context map (or air photo) of the school indicating the existing land uses surrounding the school.
○ Planning map of the school with zoning, Official Plan or secondary plan land use designations.
○ Size of the school site (acres or hectares)/
○ Building area (square feet or square metres).
○ Number of portable classrooms.
○ Number and type of instructional rooms as well as specialized classroom teaching spaces (e.g., science lab, tech shop, gymnasium, etc.).
○ Area of hard surfaced outdoor play area and/or green space, the number of play fields, and the presence of outdoor facilities (e.g., tracks, courts for basketball, tennis, etc.).
○ Ten-year history of major facility improvements (item and cost).
○ Projected five-year facility renewal needs of school (item and cost).
○ Current Facility Condition Index (FCI) with a definition of what the index represents.
○ A measure of proximity of the students to their existing school, and the average distance to the school for students.

- Percentage of students that are and are not eligible for transportation under the school board policy, and the length of bus ride to the school (longest, shortest, and average length of bus ride times).
- School utility costs (totals, per square foot, and per student).
- Number of parking spaces on site at the school, an assessment of the adequacy of parking, and bus/car access and egress.
- Measures that the school board has identified and/or addressed for accessibility of the school for students, staff, and the public with disabilities (i.e., barrier-free).
- On-the-ground (OTG) capacity, and surplus/shortage of pupil places

## Instructional Profile

- Describe the number and type of teaching staff, non-teaching staff, support staff, itinerant staff, and administrative staff at the school.
- Describe the course and program offerings at the school.
- Describe the specialized service offerings at the school (e.g., cooperative placements, guidance counseling, etc.).
- Current grade configuration of the school (e.g., junior kindergarten to Grade 6, junior kindergarten to Grade 12, etc.).
- Current grade organization of the school (e.g., number of combined grades, etc.).
- Number of out of area students.
- Utilization factor/classroom usage.  
:
- Summary of five previous years' enrolment and 10-year enrolment projection by grade and program.
- Current extracurricular activities.

## Other School Use Profile

- Current non-school programs or services resident at or co-located with the school as well as any revenue from these non-school programs or services and whether or not it is at full cost recovery.
- Current facility partnerships as well as any revenue from the facility partnerships and whether or not it is at full cost recovery.
- Community use of the school as well as any revenue from the community use of the school and whether or not it is at full cost recovery.
- Availability of before and after school programs or services (e.g., child care) as well as any revenue from the before and after school programs and whether or not it is at full cost recovery
- Lease terms at the school as well as any revenue from the lease and whether or not it is at full cost recovery.
- Description of the school's suitability for facility partnerships.

**REGULAR BOARD, PUBLIC SESSION**

**Report To Board**

**FROM: Jim Costello, Director of Education**

**DATE: May 22, 2018**

**SUBJECT: Policy and Regulations – *Conditions of Employment for Management and Non-Union Employees***

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The policy and regulations on the *Conditions of Employment for Managers and Non-Union Employees* have been reviewed. Administration is recommending that the Board rescind the documents because they no longer reflect the working conditions under the control of school boards. Salary and benefits are being determined/bargained centrally by the province.

The *Putting Students First Act* was replaced by *Executive Compensation Restraint Act* which now centrally controls executive compensation across Ontario. Over the last five years, non-union employees in school boards have received salary increases equal to what unionized employees have realized through provincial bargaining. Compensation levels between union and non-union employees are now linked.

As of September 1 2017 benefits for unionized employees are administered by the respective provincial unions. As of June 1, 2018, benefits for all provincial non-union employees and executives in the education sector will also be administered centrally.

As of August 31, 2012, sick leave credit gratuities are no longer permissible. Other sections of the LKDSB regulation are covered under the *Employment Standards Act*. Issues such as leaves of absence of non-union employees mirror the provisions of provincial contracts for unionized employees.

The largest non-union employee group is the Principal/Vice-Principal (LKOPC) group. This group bargains centrally with the provincial government regarding all forms of compensation. Trustees rescinded the regulations governing P/VP working conditions last year.

Under Bill 177, working conditions are deemed operational and fall under the authority control of the Administration subject to budget limitations and relevant employment law. Rescinding the policy and regulations will result in the alignment of working conditions for all employee groups. Administration plans to incorporate the remaining components into an administrative procedure.

**RECOMMENDATION:**

**“That the Board rescind the policy and regulations on *Conditions of Employment for Managers and Non-Union Employees*.”**

# **POLICY**

<b>SUBJECT:      Conditions of Employment for Management and Non-Union Employees</b>
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It is the policy of the Lambton Kent District School Board to provide fair and equitable remuneration and benefit packages to its management and non-union employees in accordance with regular performance appraisals, current economic conditions and equity reviews.

Implementation Date: June 22, 1999  
Revised Date: April 26, 2006, June 27, 2017  
Reference: LKDSB Regulations



## REGULATIONS

**SUBJECT: Conditions of Employment for Management and Non-Union Employees (excluding Principals, Vice-Principals)**

1. **Payment of Salaries:**

The management and non-union salary schedule shall consist of eight levels. New or revised positions will be assigned to the job level based on points established by the Joint Evaluation Committee. The value shall be determined by assessment of the job content. The content evaluated will be that identified by the job evaluation plan developed by the Lambton Kent District School Board.

The general salary level will be reviewed on an annual basis and examined against internal and external comparators at least every three years. The starting rate shall be established at *95% of the job rate with two* annual increments from entry level to job rate. The annual progression shall be recognized in September of each year provided the incumbent has been in the position for three months.

*When promoted to a higher pay level the incumbent would be placed on the grid step producing a minimum of a two percent increase to the pre-promotion salary. The individual will advance on the grid to job rate each September 1.*

Salaries will be paid by direct deposit to the bank of the employee's selection every two weeks.

2. **Performance Appraisal:**

Regular performance appraisals of staff will be conducted in accordance with the Board's Policy, Regulations and Administrative Procedures *Performance Appraisal of Staff*.

3. **Non Work Related Illness or Injury:**

Salary continuation will be provided to the limit of the individual's accumulated sick leave. Appropriate medical certification may be requested.

4. **Workplace Safety and Insurance:**

When an employee is eligible for and receives approval of claim by The Workplace Safety and Insurance Board of Ontario:

- (a) The Workplace Safety and Insurance Board payment shall be remitted to the Board;
- (b) The employee shall receive full pay from the Board;
- (c) There shall be no sick leave deduction from the employee;
- (d) The Board shall not terminate the employment of any employee because the employee is absent due to illness or injury or in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits.

5. **Travel Allowance:**

Travel allowances, as required, will be paid in accordance with the terms of the Board Policy and Regulations.

Travel expenses are to be submitted on the approved travel expense form with required receipts. The expense forms are to be approved by the appropriate Board official as outlined in the Board's Administrative Procedures.

6. **Leaves of Absence:**  
(All leaves require completion of a "Request for Leave" form.)

(a) **Leaves with Pay**

- (i) **Bereavement Leave** will be granted without loss of pay up to the following levels:
- five days for the death of wife, husband, daughter, son, mother, father, sister, brother, guardian or grandparent.
  - three days for the death of mother-in-law, father-in-law, son- or daughter-in-law, grandchild total dependent or lesser kin living with you
  - one day to attend the funeral of a relative not listed or a close friend, etc.
- (ii) **Compassionate Leave** will be granted without loss of pay up to the following levels:
- one day for responsibilities directly related to hospitalization or extremely grave illness in the immediate family
  - two days for responsibilities directly related to the birth of one's child

In extenuating circumstances, four additional days in any year may be granted, without loss of pay, by the Director of Education on compassionate grounds.

(iii) **Post-Secondary Examinations and Convocations**

- One-day leave will be granted to write a post-secondary or trades examination, or to attend convocation to receive a degree.

(iv) **Pregnancy/Parental Leave of Absence**

- Pregnancy/parental leaves will be in accordance with the Employment Standards Act. Upon return, the employee shall be guaranteed the same job and location if the job is available; otherwise, the employee's pre leave salary will be maintained for a twelve month period.

(v) **Jury Duty/Court Subpoenas**

- The Board will grant a leave of absence to an employee who serves as a juror or is subpoenaed to an appearance in any court, and in which the employee has no personal involvement. The Board will pay such employee his/her normal earnings, and the payment he/she receives for jury duty or as such a witness, excluding payment for travelling, meals or other expenses, will be submitted to the Board. The employee will present proof of service and the amount of payment received.

(vi) **Supplemental Employment Benefit Plan**

- (a) The Supplemental Employment Benefit Plan will be paid for two (2) weeks.
- (b) The Supplemental Employment Benefit Plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy/parental leave.
- (c) (i) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.
- (ii) Supplemental Employment Benefits are payable for a period during which an employee is not in receipt of EI if the only reason for non-receipt is that the claimant is serving the two-week EI waiting period.
- (iii) For the six (6) week period immediately following the birth of her child, upon receipt of proof that the member has applied for and is in receipt of Employment Insurance parental benefits, the Board shall pay top-up benefits as a supplement to the member's Employment Insurance pregnancy benefit entitlement, without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the member's Employment Insurance pregnancy benefits, (which is acknowledged to be zero during the

member's two week waiting period if it occurs during this period) and one hundred percent (100%) of the member's regular weekly earnings. This will apply only during the normal work days. No sick time shall be deducted from the member's sick leave account.

- (d) The benefit level paid under this plan is set at a sum equal to the EI benefit that would be payable to the employee each week of the benefit period. In any week, the total amount of Supplemental Employment Benefit payments and the weekly rate of EI benefits will not exceed 95% of the employee's weekly earnings.

(b) **Leaves Without Pay**

- (i) A leave of absence without pay for personal reasons may be granted upon fourteen (14) days' notice to the immediate Supervisor, with the approval of the Director of Education. In an emergency, the fourteen (14) days can be waived by mutual consent.
- (ii) The Director of Education may grant a leave of up to five (5) days for miscellaneous reasons or for absences due to extenuating circumstances. This discretionary leave may be in addition to any leave under this Article and may be with or without loss of pay.

7. Deferred Salary Leave Plan:

The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading:

- (a) two years' salary over three years; or
- (b) three years' salary over four years;
- (c) four years' salary over five years; or
- (d) five years' salary over six years.

Any employee having five (5) years' seniority with the Board is eligible to participate.(i) Application

- (a) An employee who intends to participate in the plan must apply in writing to the Manager of Human Resources on or before January 31.
- (b) The application form shall set out the period in which the plan is to be effected and the year in which the employee requests the leave.
- (c) Applications are to be processed in order of receipt by the Manager of Human Resources.
- (d) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.
- (e) Approval of individual requests to participate in the plan shall be at the sole discretion of the Board.

(ii) Payment Formula and Leave of Absence

- (a) During the term of the plan a participating employee will be paid grid salary and allowances as follows:

Salary and Allowances Paid During

<u>Term</u>	<u>Working Period</u>	<u>Leave Period</u>
Four Years	75.0%	25.0% + interest
Five Years	80.0%	20.0% + interest*
Six Years	83.3%	16.7% + interest*

\* Note: Interest will be earned on the portion withheld and will be paid annually.

- (i) During the leave year, the deposits made in (I) above, plus any additional interest earned, shall be paid to the employee.
- (ii) The Leave of Absence shall be taken in the last year of the term selected.

- (b) The employee agrees that the salary for the actual period of leave shall be the total of the deposits made in (a) above.
  - (c) The Board's liability to the employee in the leave year shall be limited to the funds deducted and held in trust on deposit for the employee.
  - (d) The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation.
  - (e) On or before January 31 in the first year of participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive, from the Board, a statement of principal and interesting standing to his or her credit, as recorded and reported by the Board's bank.
  - (f) In the year of leave of absence, the employee may elect to receive payment of the accumulated deferred salary as follows:
    - (i) by regular bi-weekly payments due on the same dates as provided for in this regulation.
    - (ii) While an employee is enrolled in the plan, and not on leave, any Group Insurance Plans tied to the salary level, shall, to the extent possible according to the insurance policies then in effect, be structured according to the salary the employee would have received had he/she not been enrolled in the plan.
    - (iii) An employee's Group Insurance Plans will be maintained by the Board during his/her leave of absence according to the terms and provisions of insurance policies then in effect; however, the premium costs for all Group Insurance Plans shall be paid in advance, monthly, by the employee during the year of the leave. Any increases in premiums during the year of the leave of absence will also be paid by the employee upon receipt of notice from the Board. The Board will refund any decrease in premiums during the year of the leave of absence.
    - (iv) While on leave, any Group Insurance Plans tied to the salary level shall, according to the terms and provisions of the insurance policies then in effect, be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan.
- (iii) Further Provisions
- (a)
    - (i) Sick leave credits will not accumulate during the year spent on leave.
    - (ii) Seniority will continue to accumulate.
    - (iii) Experience for purposes of salary increment will not accumulate for the period of the leave.
  - (b)
    - (i) Laid off employees and those who are not eligible to return to the employ of the Board for one (1) full year after the year of their leave must withdraw from the Plan.
    - (ii) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.  
Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
  - (c) The Board will make pension deductions from payments to the participant in accordance with the appropriate pension act.

- (d) An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per (iii)(b)(ii).
- (e) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the employee's estate, subject to the Board receiving the necessary clearances and proofs normally required for payment to estates.
- (f) All employees wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

8. **Benefit Packages:**

It is anticipated that by August 31, 2017 all school board employees will participate in an Employee Life and Health Trust (ELHT) to provide life, health and dental benefits to eligible employees. Eligibility is determined in accordance with provisions in your terms and conditions of employment and further determined by the ELHT.

The date on which the benefit plan is transferred to the ELHT shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and your existing terms and conditions of employment until the Participation Date in the ELHT. Subsequent to the Participation Date, the board will cease to provide such benefits and the related language in the terms and conditions of employment shall cease to have effect.

Post Participation Date, the following shall apply:

**Funding**

The school board shall contribute a fixed funding amount per full-time equivalent to the ELHT.

**Cost Sharing**

The ELHT shall advise the school board, who shall in turn advise you, of any required co-pay arrangements.

**Benefit Plan**

The ELHT shall develop a benefit plan that is within the funding amount provided by the school board and is subject to change from time to time.

9. **Professional Development:**

The Board will provide professional development as required.

10. **Statutory Holidays:**

Statutory holidays will be provided in accordance with the Employment Standards Act. Additionally, Easter Monday, Civic Holiday, December 24 and December 27 to 31 inclusive will be designated as holidays.

**Statutory Holidays include:**

Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving

Christmas  
Boxing Day  
New Years' Day  
Family Day

Board Designated Holidays include:

Easter Monday  
Civic Holiday  
December 24  
December 27 - 31

11. **Vacation Entitlement:**

Annual Vacation Entitlements will be as follows:

(a) **Management:**

- (i) 1 to 20 years experience – 5 weeks
- (ii) 21 to 29 years experience – 6 weeks
- (iii) 30 or more years experience – 7 weeks

(b) **Supervisors**

- (i) 1 to 10 years experience – 4 weeks
- (ii) 11 to 20 years experience – 5 weeks
- (iii) 21 to 29 year experience – 6 weeks
- (iv) 30 or more years experience – 7 weeks

(c) **Other Non-Union Employees:**

- (i) 0 years experience – prorated
- (ii) 1 to 4 years experience – 3 weeks
- (iii) 5 to 14 years experience – 4 weeks
- (iv) 15 to 20 years experience – 5 weeks
- (v) 21 to 29 years experience – 6 weeks
- (vi) 30 or more years experience – 7 weeks

Vacation Year: For the purpose of determining an employee's eligibility for vacation and vacation pay, the vacation year shall be from July 1 to June 30 of the following year.

Additional Vacation: Employees shall be granted the increased vacation on July 1 preceding their anniversary date.

Vacation Carry Over: An employee may be permitted to carry over to the next year up to 50% (maximum 2 weeks) of vacation allowance. For extenuating reasons, the carry-over may be expanded at the discretion of the appropriate official, but subject to the approval of the Director of Education or his/her designate.

Hospitalization: An employee who is hospitalized while on vacation because of an illness or an accident may substitute sick leave for the period of his/her vacation during which he/she was hospitalized, and have his/her vacation period re-scheduled. The same concept will apply should bereavement leave occur during an employee's vacation.

Pro-rating of Vacation: An employee who has completed less than one (1) year, but five (5) or more months of continuous full-time service with the Board as of July 1 of any year shall receive vacation with pay at his/her regular rate of one (1) day per month of continuous service, up to a maximum of ten (10) full days. An employee with less than five (5) months of continuous full-time service as of July 1 of any year shall be entitled to a minimum of at least one (1) week's vacation, with pay equivalent to four percent of his/her earnings received from the Board during the previous vacation year.

12. **Recognition of Extra Hours Worked:**

Normal hours of work for Management and Non-Union staff are 35 hours per week. With the pre-approval of the appropriate Superintendent or Manager, and subject to budget limitations, overtime may be paid or in lieu time provided in recognition of additional hours worked for special projects. Employees in Supervisory or Management positions are excluded.

13. **Four Day Work Week in July and August**

Twelve month employees shall have the option to work an additional fifteen (15 minutes per day throughout the year in order to accommodate a four-day work week without a reduction in weekly earnings during July and August.

14. **Cumulative Sick Leave Plan:**

The Board provides two days' credit for each month of service to a maximum of twenty-four (24) days per year. The unused portion of sick leave to the employee's credit remaining at year-end is transferred to his/her bank as accumulated sick leave (A.S.L.).

At the discretion of the Director of Education or designate, additional days may be granted for exceptional circumstances.

Sick leave shall be charged for normal working days away from work due to illness (mental or physical) or physical disability. Absence due to such illness is covered, at full salary, to the limit of the employee's A.S.L. bank. The employee may be required to provide medical documents when the absence exceeds five (5) days; however, proof can be requested for any absence.

Non-union employees covered by this Regulation have an uncapped sick leave account.

System Coordinators and Managers with Principals' qualifications have an uncapped sick leave account.

Employees are provided with an annual statement which indicates accumulated sick leave balance as at August 31st each year.

An employee who joins the Lambton Kent District School Board from another school board shall have his/her A.S.L. balance transferred.

15. **Retirement Gratuity:**

For employees who, under predecessor Board agreements, were eligible for sick leave credit gratuity or a retirement gratuity, or other benefits bargained for in exchange for a gratuity, the Board agrees to honour these agreements. An employee who is not entitled to a retirement or sick leave credit gratuity under a predecessor Board will not qualify for one under this regulation

The following will continue to apply until a single plan has been developed.

(a) Retirement Gratuity (sick leave credit gratuity) - Kent

Applies to Former Kent Employees

A gratuity will be paid to staff who leave the employ of the Board for reason of retirement on any Ontario Municipal Employees' Retirement System pension.

The gratuity is based upon the following factors, and cannot exceed one-half year's salary:

$$\frac{\text{Sick Leave Bank}}{2} \times \frac{\text{Salary at Retirement}}{260} \times \frac{\text{Service to Board}}{20}$$

In the formula, the Sick Leave bank cannot exceed 260, and Service to Board cannot exceed 20 years. The gratuity will be paid in a lump sum in the year of retirement. The gratuity is for retirement only; therefore, if you defer the O.M.E.R.S. pension, the gratuity is lost.

**(b) Cumulative Sick Leave Plan Severance Pay - Lambton**

**Applies to Former Lambton Employees**

- (e) Subject to Clause (f) hereof, severance pay shall be paid according to Clause (g) to:
- (i) Employees who were employees of the Board as at July 1, 1973 and who having completed more than three (3) years of continuous service and cease to be employed by the Board; or –
  - (ii) Employees who joined or rejoined the Board's employ after July 1, 1973, and prior to August 31, 1990, and were covered under this Regulation on August 31, 1990, and who have completed more than ten (10) years of continuous service, and cease to be employed by the Board; or –
  - (iii) In the event of death of an employee, the benefits in (g) shall be paid to his/her estate.
- (f) Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this Article.
- (g) The amount of severance pay shall be equal to one-half the number of sick days standing to the employee's credit at termination calculated on the basis of his daily rate of pay at the date of termination and, in any event, shall not be in excess of the one-half year's basic earnings immediately prior to termination of employment. Employees transferring to another employer with a reciprocal sick leave plan will not be entitled to payment under this clause.
- (h) Payout of Severance Leave Plan
- (i) The plan applies to employees entitled to severance pay under Section 3.1 (e) and (g) of the Conditions of Work Document.
  - (ii) To be entitled to a payout, an employee must have been covered by the former "Lambton" Agreement for at least 10 years.
  - (iii) The payout option is voluntary; however, once an employee selects the option and is accepted as per #7 and #8 below, the amount of sick leave required to provide the severance pay will be frozen. In the event of a serious illness, the portion remaining that has not been used for payout purposes may be used in the normal fashion. Upon return to work, the employee may resume cashing out any portion that may be remaining to his/her credit.
  - (iv) Severance pay will be paid out only once; hence, sick leave may be accumulated and used after the employee has qualified as per #7 and #8 below. Where the employee has more than 260 days of sick leave, half of which is the maximum payout, the balance in excess of 260 days may be carried forward as accumulated sick leave.
  - (v) The rate of pay for payout purposes will be the rate of pay in effect in January of each year of the payout. The payout will be on the basis of 75 cents on the dollar (i.e., if 260 days at a salary of \$100. per day, the payout is  $[(130 \times 100) \times .75]$ ).
  - (vi) The Board will establish a reserve fund. An amount of \$100,000. will be transferred to this fund on an annual basis, to fund the payout and/or fund the unfunded liability. Funds will be credited to the reserve until the liability, which is calculated annually, has been totally funded.
  - (vii) (a) The maximum payout per employee is \$5,000. per year (or a greater amount to allow for full payment over 5 years in even amounts) and will be allocated on a seniority basis until the maximum in the fund has been exhausted.

- (b) If an employee so desires and there are sufficient monies in the fund, a payment up to the full amount owing may be made.
- (viii) Employees may apply to enter the plan by notifying the Board by December 1 in any year and those who qualify on the basis of their seniority will receive their portion of payout by the end of January in the following year.
- (ix) Employees not choosing to enter the plan will have the current severance pay arrangements in 3.1 (e) and (g) guaranteed until the time of their termination, retirement or death.
- (x) This payout plan will be reviewed from time to time, so as to be able to adapt to changing economic conditions and Plan flexibility. Notwithstanding this review, employees in the Plan at the time of the review will not be adversely affected by any changes made. Subsequent improvements to the Plan shall apply to all employees on staff as at August 31, 1990, provided the employee is still employed by the Board and covered by the Non-Union document at the time the improvement is made.
- (xi) If an employee dies, or terminates in good standing while in the Plan, the sick days not paid out as yet, will be paid out in accordance with 3.1(g). Any employee discharged by the Board for just cause while in the Plan shall forfeit all benefits of the Plan.

(c) Applies to Former CUPE 1238 Employees

23.00 The purpose of this Article is to maintain the present entitlement of employees from predecessor boards in regard to retirement gratuities and vacation pay entitlements. An employee of a predecessor board who is not entitled to a retirement gratuity will not qualify for one under this Article.

Clerical/Technical Only

23.04

- (a) Employees shall be subject to retirement at the end of the month in which their sixty-fifth (65th) birthday occurs and continuation of employment thereafter shall be at the Employer's discretion.
- (b) On retirement, employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.

23.05 A retirement gratuity, not exceeding one-half a year's earnings, will be paid to an employee hired prior to December 31, 1984, who:

- (a) reaches age sixty-five (65) and retires;
- (b) leaves the Board for reason of retirement of any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.

23.06 The gratuity shall be based on the following at time of retirement:

- (a) One-half (1/2) of the employee's accumulated sick leave balance (ASL);
- (b) Service in years with twenty (20) years for full benefits;
- (c) Earnings of the last twelve (12) months converted to a daily rate.

23.07 The gratuity shall be calculated as follows:

$$\frac{\text{ASL}}{2} \times \frac{\text{Service}}{20} \times \text{Earnings per Day}$$

23.08 At the employee's option, the gratuity shall be paid in a lump sum in the year of retirement, or five (5) equal instalments over a five (5) year period commencing in the year of retirement.

If death occurs after retirement, the balance of the gratuity, if any, shall be paid in a lump sum to the deceased's estate.

23.09 An employee who defers the O.M.E.R.S. Pension is not entitled to a retirement gratuity.

23.10 An employee who retires on any O.M.E.R.S. Pension before age sixty-five (65) shall be allowed to participate until attaining the age of sixty-five (65) in all benefits to the extent that the plan permit in clauses 22:01 (a), (b), (c), (d), (g), and (i), that the employee had immediately prior to retirement. The Board shall administer such plans and the employee shall be responsible for one hundred per cent (100%) of the premium costs.

(d) Applies to Employees Covered under TPP

14(b) Retirement gratuity for employee's enrolled in the Teachers' Pension Plan

The terms of this article remain in force until altered.

(a) Sick Leave Credit Gratuity will be calculated and paid when a \_\_\_\_\_ teacher retires from employment of the board on pension under the \_\_\_\_\_ Ontario Teacher's Pension Plan.

(b) The maximum amount of gratuity paid under the Education Act is fifty per cent (50%) of the annual salary.

(c) the amount of the sick leave credit gratuity shall be calculated as \_\_\_\_\_ follows:

$$\frac{A}{200} \times \frac{B}{20} \times \frac{C}{2} = \$ (\text{retirement gratuity})$$

A = Cumulative Sick Leave to a maximum of two hundred (200) days at time of retirement.  
B = Years of service with the Board or its predecessors to a maximum of twenty (20) years.  
C = Annual salary at time of retirement.

- (d) (i) The retirement gratuity may be paid in a lump sum in writing to the Board prior to January 31<sup>st</sup> of the year of retirement.  
(ii) Failing request for a lump sum, the gratuity will be paid over a five-year period in five equal instalments commencing in the year of retirement. If death occurs before payment of the final instalment, the outstanding balance will be paid in a lump sum to the estate.
- (e) If death occurs before retirement, and  
(i) the principal/vice-principal was eligible to receive a pension under the conditions of the Ontario Teachers' Pension Plan,  
(ii) was age 55 or older and had at least 30 years of teaching service, or  
(iii) whose age and service total 85 years then a gratuity shall be paid in a lump sum to the estate of the deceased.
- (f) If commuted value is selected from his/her Ontario Teachers' Pension in the calendar year preceding the attainment of the 85 factor, the retirement gratuity will be paid.

16. Transfers

(a) Permanent Transfer or Reassignment

1. The non-union employee may be transferred or reassigned to a different position and/or school within the Board District at any time by mutual agreement.
2. The Board may unilaterally transfer a non-union employee to a different position and/or location:
  - (i) It may transfer the non-union employee to a position commensurate with his or her

- qualifications, experience and abilities; and
- (iii) It shall pay the non-union employee at his or her current rate of salary and benefits or the rate of salary and benefits of the new position, whichever is the higher.

(b) Temporary Transfer or Reassignment

1. The non-union employee may be reassigned temporarily to a position to replace the incumbent for the duration of a projected absence with his/her consent.
2. The non-union employee may be temporarily transferred, with his or her consent, to other duties within the Board District at any time.
3. In either of the above circumstances, the non-union employee shall be at his or her current rate of salary and benefits or at the new rate of salary and benefits, whichever is higher.

17. Termination of Employment:

In the event of the termination of employment, for reasons other than just cause, employees will be entitled to notice on the basis of one (1) week per year of service to a maximum of twelve weeks.

During the notice period, all terms and conditions of the respective non-aligned agreement, including salary, will be maintained.

Upon failure to provide written notice, the employer will provide pay in lieu of notice and maintain all terms and conditions of the respective non-aligned agreement, including salary, for the prescribed notice period. Full vacation pay entitlement must also be paid to the employee, and cannot be used as the termination notice period.

In the event of termination of employment, the following provisions will be in place:

- (a) wherever possible, attrition will be considered an alternative to terminating employment;
- (b) discussion relative to reassignment, but not in lieu of termination/severance provisions;
- (c) as an alternative to termination, consideration will be given to discussing retirement options with employees who are eligible to retire, including retirement bridging provisions;
- (d) access to out-placement and/or relocation assistance and re-employment counselling and/or retraining will be made available, at Board expense, of not more than \$4,000.
- (e) access to the current Employee Assistance Program or equivalent (at Board expense) will be made available during the severance period.

18. Severance Provisions:

Despite all of the provisions under section 14, when the Board decides it is necessary to terminate an employee for reasons other than just cause (for example, because of amalgamation, downsizing or re-organization), a monetary settlement will be provided for the employee which will be based on the employee's salary at the time of notice.

The severance pay will be calculated as a minimum of four (4) weeks per year of service including part years of employment, to a maximum of one hundred and four (104) weeks of pay. Severance pay is payable in addition to any right the employee may have to notice of termination or pay in lieu of notice.

The Board agrees to continue to subsidize the Benefits Plan at the current rate of subsidization during the notice period. After the notice period, and with the permission of the Carrier, the employee may continue in the Benefits Plan at full cost to the employee for a term of two years maximum, or until the employee obtains other employment, whichever comes first.

A permanent employee who opts for severance pay loses all rights under these Conditions of Employment with the exception of section 14 & 15, with their relationship with the Board considered terminated on the date the request for severance pay is approved by the Board.

19. **Tuition Fees:**

The Board will reimburse 80% of tuition fees for approved courses of study upon successful completion of the course. Successful completion will be evidenced by a passing grade, or where grades are not issued, by a certificate of attendance which will attest to at least an 80% attendance record. Courses which may be approved are those which will enable the employee to improve performance or advance within his/her current department. Approval of tuition fees will depend on availability of funds, will be balanced with other requests and will not exceed a maximum of \$3500/employee per school year.

20. **Professional Memberships:**

The Board will reimburse 100% of approved memberships in professional associations. To receive approval, the association membership must be directly related to an individual's current job, and the stated purpose of the association must be for professional development, and not for the purpose of forming a lobby, bargaining unit or fellowship group. Approval will be given by the appropriate superintendent or designate.

21. **Discussion Group:**

A recognized committee consisting of five (5) non-union employees will be selected annually to:

- (a) represent the non-union group in discussing the 'Conditions of Employment for Non-Union Employees' document; and
- (b) bring issues of mutual concern to an employee/employer discussion group.

(Note: It is expected that issues of concern from the non-union employee group will be given in writing to the representative committee.)

Implementation Date: September 15, 1999  
Revised Date: October 23, 2001, November 28, 2006, October 23, 2009, June 8, 2010,  
June 27, 2017  
Reference: LKDSB Policy