BYLAWS of the

THAMES VALLEY DISTRICT SCHOOL BOARD

Revisions approved by Board Motion the 28th day of November 2017

SIGNED:

Matt Reid, Chair of the Board

Laura Elliott, Director of Education
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## APPENDICES

Appendix A: Guidelines for Trustee Communications

Appendix B: Electronic Voting Guidelines
1.0 INTRODUCTION

1.1 Definitions

For the purpose of these Bylaws:
- "Board" means the Board of Trustees of the Thames Valley District School Board;
- "Chair" means the Chair of the Board;
- "Vice-Chair" means the Vice-Chair of the Board;
- "Past Chair" means the Past Chair currently elected to the Board;
- "Director of Education" means the Secretary of the Board;
- "Treasurer" means the Treasurer of the Board;
- "Trustee" means a Trustee on the Board and the Student Trustees;
- "Member" means a voting Member of the Board and/or Board Committee;
- "Board committee" means an ongoing committee established by the Board;
- "Ad hoc committee" means a committee established for a specific time frame and purpose;
- "Board meeting" means an official, regularly-scheduled or special Board meeting as defined in the Education Act;
- "Meetings of the Board" includes Board meetings in addition to any in-camera or, statutory, standing, or ad hoc meetings chaired by a Member.
- "Advisory Committees" refer to the Planning and Priorities Advisory Committee and to the Program and School Services Advisory Committee. These are considered standing committees.

1.2 Rules of Order

1.2.1 All Board Meetings and all meetings of the Board will be conducted in accordance with the rules of order as set forth in Section 16 of these Bylaws.

1.3 Amendments and Additions to Existing Bylaws

1.3.1 No amendment, alteration, or addition to the Bylaws shall be made unless due notice has been given setting forth the proposed amendment, alteration, or addition. A two-thirds majority of all members of the Board must vote in favour of the change.

1.3.2 Every new bylaw of the Board, upon approval, shall be signed by the Chair of the Board and counter-signed by the Director of Education, after which the seal of the Board shall be attached thereto.

1.4 Banking Bylaws - Business Services

1.4.1 The Board shall maintain on record its Borrowing and Banking Bylaws in addition to other bylaws for Business Services, under the title “Business Services Bylaws”.

1.4.2 The complete set of Business Services Bylaws and their schedules shall be on record under that title.
2.0 BOARD GOVERNANCE PRINCIPLES

Principle 1
The Board of Trustees exists to govern the school system in the best interests of its students.

Principle 2
The Board of Trustees is accountable to its public school supporters.

Principle 3
The Board of Trustees represents the interests of its students, parents and the community.

Principle 4
The Board of Trustees speaks with one voice through its policies and decisions.

Principle 5
The Board of Trustees is responsible for defining the expected outcomes and policies essential to meeting the organization’s mission, vision and commitments.

Principle 6
The Board of Trustees holds the Director of Education accountable for implementation of Board policies and Board decisions.
3.0 TRUSTEE CODE OF CONDUCT

3.1 Purpose

3.1.1 This Code of Conduct is intended to contribute to confidence in public education and respect for the integrity of Trustees of the Board and is intended to promote acceptable and respectful behaviours.

3.2 Application

3.2.1 This Code of Conduct and the Enforcement Procedures contained herein shall apply to all Trustees.

3.2.2 Every Trustee shall uphold the letter and spirit of this Code of Conduct.

3.3 Compliance

3.3.1 A Trustee of the Board shall discharge his or her duties in accordance with the Education Act and comply with any other relevant legislation.

3.3.2 Each Trustee shall comply with Board policies, procedures, Bylaws, and Rules of Order.

3.4 Code of Conduct

Integrity and Dignity of Office

3.4.1 Trustees of the Board shall discharge their duties loyally, faithfully, impartially and in a manner that will inspire public confidence in the abilities and integrity of the Board.

3.4.2 Trustees of the Board shall make decisions in a manner which is open, accessible and equitable.

3.4.3 Trustees of the Board shall recognize that the expenditure of school board funds is a public trust and endeavour to see that the funds are expended efficiently, in the best interests of the students.

Avoidance of Personal Advantage and Conflict of Interest

3.4.4 No Trustee shall accept a gift from any person or entity that has dealings with the Board if a reasonable person might conclude that the gift could influence the Trustee when performing his or her duties to the Board. If Trustees are unsure about the appropriateness of a gift, they may consult with the Board Chair for further guidance.

3.4.5 Trustees shall ensure that their public office is not used for personal gain as in accordance with the Municipal Conflict of Interest Act (RSO 1990).

3.4.6 No Trustee shall use his or her office to obtain or maintain employment with the Board for the Trustee or a family member.
Civil Behaviour

3.4.7 No Trustee shall engage in conduct during meetings of the Board and at all other times that would discredit or compromise the integrity of the Board.

3.4.8 A Trustee of the Board shall not advance allegations of misconduct that are frivolous, vexatious, or vindictive in nature against another Trustee of the Board.

3.4.9 Trustees shall respect the differing points of view of other Trustees on the Board, staff, students and the public.

Respect for Confidentiality

3.4.10 Every Trustee shall keep confidential any information disclosed or discussed at a meeting of the Board or part of a meeting of the Board that was closed to the public or should otherwise be kept confidential, unless required to divulge such information by law or authorized by the Board to do so.

3.4.11 No Trustee shall use confidential information for either personal gain or to the detriment of the Board.

Upholding Decisions

3.4.12 All Trustees of the Board shall accept that authority rests with the Board, and that a Trustee has no individual authority other than that delegated by the Board.

3.4.13 Each Trustee shall uphold the implementation of any Board resolution after it is passed by the Board.

3.4.14 A Trustee should be able to explain the rationale for a resolution passed by the Board. A Trustee may respectfully state his or her position on a resolution provided it does not in any way undermine the implementation of the resolution.

3.4.15 The Chair of the Board is the spokesperson to the public on behalf of the Board, unless otherwise determined by the Board. No other Trustee shall speak on behalf of the Board unless expressly authorized by the Chair of the Board or Board to do so. When individual Trustees express their opinions in public, they must make it clear that they are not speaking on behalf of the Board.

Trustee Communication

3.4.16 All Trustees of the Board shall follow the Guidelines for Trustee Communications (Appendix A) established for ensuring communication is consistent and appropriate between Trustees and constituents, stakeholders, and the general public.

3.5 Enforcement of Code of Conduct

Informal Complaint Procedure

3.5.1 The Chair of the Board on his/her own initiative, or at the request of a Trustee of the Board (without the necessity of providing a formal written complaint) who alleges a breach of the Code has occurred, may meet informally with a Trustee of the Board who is alleged to have breached the Code to discuss the breach. The purpose of the meeting is to bring the allegation of the breach to the attention of the Trustee and to discuss options to correct the offending behavior. The Informal Complaint Procedure is conducted in private.
3.5.2 If the Chair of the Board and the Trustee alleged to have breached this Code cannot agree on a remedy, then a formal complaint may be brought against the Trustee alleged to have breached this Code and that complaint will be dealt with in accordance with the formal, complaint procedure.

**Formal Complaints**

3.5.3 A Trustee who has reasonable grounds to believe that another Trustee of the Board has breached the Board's Code of Conduct may bring the breach to the attention of the Board by first providing to the Board Chair, a written, signed complaint setting out the following:

- the name of the Trustee who is alleged to have breached the Code;
- the alleged breach or breaches of the Code;
- information as to when the breach came to the Trustee's attention;
- the grounds for the belief by the Trustee that a breach of the Code has occurred; and
- the names and contact information of any witnesses to the breach or any other persons who have relevant information regarding the alleged breach.

3.5.4 If a written complaint is filed with the Chair of the Board, the Chair shall decide, in consultation with the Vice-Chair, if a formal inquiry shall be undertaken. If a formal inquiry is to proceed, the Chair shall confidentially provide each Trustee with a copy of the written complaint.

**Refusal to Conduct Formal Inquiry**

3.5.5 If the Board Chair and Vice-Chair are of the opinion that the complaint is out of time, trivial, frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for a formal inquiry, a formal inquiry shall not be conducted and a confidential report stating the reasons for not doing so shall be provided to all Trustees of the Board including the original, written complaint. The matter shall be discussed at the next in-camera Committee of the Whole meeting.

**Initiating a Formal Inquiry**

3.5.6 If a formal inquiry of an allegation of a breach of the Code of Conduct is undertaken, it shall be done by a Committee of the Board (the “Inquiry Committee”) which shall be comprised of three Trustees as designated by the Chair’s Committee. No Trustee of the Board may sit on the Inquiry Committee if they are a witness in the formal inquiry.

**Formal Inquiry Procedure**

3.5.7 Procedural fairness and the rules of natural justice shall govern the formal inquiry. The formal inquiry will be conducted in private.

3.5.8 The Inquiry Committee shall obtain written statements and documents from the complainant and any witnesses. This documentation will be provided to the Trustee alleged to have breached the Code who will then have 30 days to provide a written statement and any documentation.

3.5.9 Both the complainants and the Trustee alleged to have breached the Code, shall receive copies of all written statements and documentation at least 30 days prior to the hearing.
3.5.10 The formal inquiry may involve both written and oral statements by any witnesses, the Trustee bringing the complaint and the Trustee who is alleged to have breached the Code of Conduct and the Trustee who is alleged to have breached the Code of Conduct shall have an opportunity to respond to all allegations. Timeframes may be extended with the consent of the Inquiry Committee. Such consent shall not be unreasonably withheld.

3.5.11 If the Inquiry Committee, when conducting the formal inquiry, discovers that the subject-matter of the formal inquiry is being investigated by police, that a charge has been laid, or is being dealt with in accordance with a procedure established under another Act, the formal inquiry may be suspended until the police investigation, charge or matter under another Act has been finally disposed of. This shall be reported to the Board.

3.5.12 If the Trustee who is alleged to have breached the Code of Conduct refuses to participate in the formal inquiry, the formal inquiry will continue in his/her absence.

Decision/Determination

3.5.13 Once the formal inquiry is complete, the Inquiry Committee shall provide a confidential final report outlining the finding of facts and a recommendation to the Board as to whether the Code of Conduct has been breached including recommended sanctions if any. This will be considered by the Committee of the Whole in camera.

3.5.14 A decision by the Board as to whether or not the Code of Conduct has been breached and the sanction, if any, for the breach shall be made as soon as practical after receipt of the final report by the Board.

3.5.15 Trustees shall consider only the findings in the final report when voting on the decision and sanction. No Trustee shall undertake his/her own investigation of the matter.

3.5.16 The determination of a breach of the Code of Conduct and the imposition of a sanction with respect to a complaint investigated in accordance with the Formal Complaint Procedure must be done by resolution of the Board at a meeting of the Board, and the vote on the resolution shall be open to the public. The resolutions shall be recorded in the minutes of the meeting. The reasons for the decision shall be recorded in the minutes of the meeting. Both resolutions shall be decided by a vote of at least 2/3 of the Trustees of the Board present and voting.

3.5.17 Despite s. 207 (1) of the Education Act, the part of the meeting of the Board during which a breach or alleged breach of the Board's Code of Conduct is considered may be closed to the public when the breach or alleged breach involves any of the matters described in clauses 207(2) (a) to (e) being:
   a. the security of the property of the board;
   b. the disclosure of intimate, personal or financial information in respect of a member of the board or committee, an employee or prospective employee of the board or a pupil or his or her parent or guardian;
   c. the acquisition or disposal of a school site;
   d. decisions in respect of negotiations with employees of the board; or
   e. litigation affecting the board.

3.5.18 The Trustee who is alleged to have breached the Code of Conduct shall not vote on a resolution to determine whether or not there is a breach or the imposition of a sanction. The Trustee who brought the complaint to the attention of the Board may vote on those resolutions.
3.5.19 The Trustee who is alleged to have breached the Code of Conduct may be present during the deliberations regarding the above but shall not participate in the deliberations, and shall not be required to answer any questions at that meeting.

3.5.20 The Trustee who is alleged to have breached the Code of Conduct shall not in any way, after the final report is completed, influence the vote on the decision of breach or sanction, except as permitted below after these decisions have been made.

3.5.21 If the Board determines that a Trustee has breached the Board’s Code of Conduct the Board shall:
   a. give the Trustee written notice of the determination, the reasons for the decision and any sanction imposed by the Board;
   b. the notice shall inform the Trustee that he or she may make written submissions to the Board in respect of the determination or sanction by the date specified in the notice that is at least 14 days after the notice is received by the Trustee; and
   c. consider any submissions made by the Trustee and shall confirm or revoke the determination or sanction within 14 days after the submissions are received.

3.5.22 If the Board revokes a determination, any sanction imposed by the Board is revoked.

3.5.23 If the Board confirms a determination, the Board shall, within the 14 days above, confirm, vary or revoke the sanction.

3.5.24 If a sanction is varied or revoked, the variation or revocation shall be deemed to be effective as of the date the original determination was made.

3.5.25 The Board decisions to confirm or revoke a determination or confirm, vary or revoke a sanction shall be done by resolution at a meeting of the Board and the vote on the resolution shall be open to the public. Both resolutions shall be decided by a vote of at least two-thirds of the Trustees present and voting. The resolutions shall be recorded in the minutes of the meeting together with the reasons for confirming or revoking a determination. The Board shall provide to the Trustee alleged to have breached the Code of Conduct written notice of the decision to confirm or revoke the determination together with reasons for the decision and written notice of any decision to confirm, vary or revoke a sanction. The Trustee alleged to have breached the Code of Conduct shall not vote on those resolutions. The Trustee who brought the complaint may vote.

3.5.26 The Trustee who is alleged to have breached the Code of Conduct may be present during the deliberations regarding the above but may not participate in the Board’s deliberations and shall not be required to answer any questions at that meeting.

3.5.27 If appropriate, the original sanction may be stayed pending the reconsideration by the Board of the determination or sanction.
Sanctions

3.5.28 If the Board determines that the Trustee has breached the Board's Code of Conduct, the Board may impose one or more of the following sanctions:
   a. Censure of the Trustee;
   b. Barring the Trustee from attending all or part of a meeting of the Board or a meeting of a committee of the Board;
   c. Barring the member from sitting on one or more committees of the Board, for the period of time specified by the Board; and/or
   d. Other sanctions as determined by the Board.

3.5.29 In respect of a Trustee’s failure to comply with the duty of confidentiality as stated in 3.4.10 and 3.4.11 the following additional sanctions may be pursued by the Board:
   a. The Board may seek an injunction against a Trustee who fails or refuses to maintain confidentiality. The terms of such injunction may prescribe that the Trustee be excluded from confidential meetings, be refused access to confidential reports, and/or be required to undertake in writing to observe the duty to maintain confidentiality in future before being allowed back into such meetings.
   b. An action for damages may be brought against any Trustee who fails to maintain confidentiality, and the Board will not compensate the Trustee for legal costs incurred in defending such an action (unless directed by the court).

3.5.30 The Board shall not impose a sanction which is more onerous than the above but may impose one that is less onerous such as a warning or a requirement that the Trustee successfully complete specified professional development courses at the expense of the Board. The Board has no power to declare the Trustee's seat vacant.

3.5.31 A Trustee who is barred from attending all or part of a meeting of the Board or a meeting of a committee of the Board is not entitled to receive any materials that relate to that meeting or that part of the meeting and that are not available to members of the public.

3.5.32 The imposition of a sanction barring a Trustee from attending all or part of a meeting of the Board shall be deemed to be authorization for the Trustee to be absent from the meeting and therefore, not in violation of the Education Act regarding absences from meetings.

3.6 Statutory Powers Procedure Act

The Statutory Powers Procedure Act does not apply to anything done regarding the enforcement of this Code of Conduct
4.0 BOARD MEETINGS

4.1 The Board will meet regularly on the fourth Tuesday of each month in public session at 7:00 p.m., in the Board Room of the Thames Valley District School Board Education Centre unless otherwise approved by Board motion.

4.2 Notice of all Board meetings, except as provided for in Bylaw 4.12, shall be made available by the Supervisor-Corporate Services to each Trustee on the Friday prior to the Board meeting.

Trustees not able to access the notice and the Board agenda by the Monday prior to the Board meeting will be responsible for notifying the Corporate Services Department of such. Trustees will also advise Corporate Services staff if they are unable to attend the meeting.

4.3 Copies of reports to be presented to a Board meeting shall be made available with the notice of such meeting. New items of business arising at the meeting may, by decision of two-thirds of those present, be considered at that meeting.

4.4 A quorum is necessary to hold a Board meeting. A majority of all the Trustees constituting the Board is required to form a quorum. Trustees who attend through electronic means shall be included in the quorum count.

A quorum is such a number as must be present in order that business can be legally transacted. The Chair will not call the meeting to order until a quorum is present. The only business that may be transacted in the absence of a quorum is to take measures to obtain a quorum or decide to cancel the meeting.

4.5 Should there be no quorum present within 30 minutes after the time appointed for the meeting, the Director of Education shall cause to be recorded the names of those Trustees present and the Board meeting shall be cancelled.

4.6 When a quorum is no longer in attendance, the meeting is ended and no business may be legally transacted. It shall be the responsibility of the presiding Chair and the Director of Education to note the lack of a quorum and to have the fact recorded in the minutes.

4.7 All Board meetings will begin with the singing of O Canada and will normally be followed by a student presentation or significant event.

4.8 Out of respect for First Nations representation on the Board and First Nations students, staff and community, every effort will be made to schedule a smudging ceremony once a year.

4.9 An opportunity for the public to present input to the Board regarding issues of concern/interest will be included on the agenda of the Board meeting (See Section 5.0).

4.10 The Board shall not remain in session later than 11:00 p.m. unless a vote of two-thirds of those present is taken to continue the meeting to a specified time. A further two-thirds vote may be taken to extend the meeting a second time for a specified period. The meeting may not be extended past the time approved in the second motion.

4.11 The regularly-scheduled Board meeting in November of each year shall provide an opportunity for the outgoing Chair to present a valedictory address in celebration of achievements over the past year.
Special Board Meetings

4.12 With at least 48 hours’ notice, special Board meetings shall be held on the call of the Chair, or on the written request of the majority of Members of the Board made to the Chair, or if absent, the Vice-Chair, or if absent, the Director of Education. The meeting may be held at a date, time and place established by decision of the Chair, or if absent, the Vice-Chair, or if absent, the Director of Education.

4.13 The written notice of every special Board meeting shall state all business to be considered or transacted thereat, and no other business shall be considered unless all the Members of the Board qualified to vote on the matter are present.
5.0 PUBLIC INPUT

5.1 The Board welcomes and values public input from students, parents, and members of the community about Board policies, practices, issues and its overall education system.

5.2 Members of the public may wish to provide input to the Board on issues of concern to the education system. It is not intended--nor is it appropriate--for such input to address confidential personal, property, legal or negotiation matters. The Director of Education should be contacted for assistance in handling a concern of this nature.

Parents and students are encouraged to address local school-based issues through the appropriate principal, superintendent, Trustee and/or through their School Council.

Where an alternate means to receive public input on a specific issue has been put in place, members of the public will be encouraged to use the alternate process (See 5.11).

5.3 Individuals or groups will be limited to one presentation to the Board on a given topic in a school year.

5.4 To appear before the Board, a presenters’ application outlining the key points to be presented must be completed and forwarded to the Supervisor-Corporate Services prior to the request being considered. The application is available through the TVDSB website.

5.5 The Chair’s Committee will review all requests to provide input to ensure that material to be covered complies with the requirements of 5.1 and will determine the order and number of presentations at a given meeting. The Committee will determine the suitability of materials for distribution in accordance with applicable legislation.

Presenters will receive notice of the Committee’s decision regarding the request for public input.

5.6 The Supervisor-Corporate Services shall inform the individual or group making a presentation of the date of the meeting and the approximate time when the presentation will be heard.

5.7 The Board will be advised of all presentation requests through the report of the Chair’s Committee.

5.8 Oral presentations will be a maximum 10 minutes for an approved delegation representing a School Council, or a Home and School Association in good standing, and 5 minutes for individuals or representatives of any other organization/group.

5.9 Oral presentations should address the concerns identified in the presenters’ application. If the materials presented differ substantially from the written submission, the Chair has the right to rule the presentation out of order.

5.10 At the conclusion of each public presentation, Trustees may ask questions of clarification. No action may be taken at the meeting of the presentation; however, a motion may be brought to the next regular Board meeting under “Business Arising” or to a subsequent Board meeting for consideration providing a Notice of Motion has been served (See 15.2.7).
5.11 Requested Input on Specific Issues

5.11.1 Public input may be solicited on specific issues to be debated by the Board such as an accommodation review, the development of the budget, or other issues. In these cases, an alternate process to receive input will be established.

5.11.2 If not otherwise defined in the alternative process, applications for public input must be submitted to the Supervisor-Corporate Services no later than eight working days prior to the meeting scheduled for public input.
6.0 ELECTION OF CHAIR AND VICE-CHAIR

6.1 The Chair and Vice-Chair for the ensuing year, effective December 1, shall be elected at a special Board meeting called on the first school day in December.

6.2 The Director of Education shall preside over the election of the Chair.

6.3 With the Director of Education presiding, or if absent, the Director’s designate, the Board shall proceed to elect a Chair for the ensuing year.

6.4 The Director of Education, or if absent, the designate, shall name two scrutineers appointed for the election of Chair and Vice-Chair.

6.5 Election Process

6.5.1 The Director of Education or designate shall call for written nominations for the office of Chair. No seconder is required.

6.5.2 After a suitable length of time, and after a motion to close nominations has been supported by a majority vote, the Director of Education or designate shall declare nominations closed and have the nominations collected.

6.5.3 After all nominees have been identified in random order, they will be asked to declare whether they accept the nomination.

6.5.4 An individual who is absent may be considered a candidate if the individual has previously indicated to the Director of Education a desire to stand for election if nominated.

6.5.5 The nominees shall be offered the opportunity to speak to their nomination in random order.

6.5.6 A vote by secret ballot shall then be conducted with each Member present able to cast one vote.

6.5.7 The Member receiving a majority of the votes cast (e.g. 7 of 12, 6 of 11) shall be declared elected, but the count shall not be declared.

6.5.8 Should no Member receive a majority of the votes cast, the Director of Education or designate, shall announce the names of the Members remaining on the ballot with the name of the Member receiving the fewest number of votes being dropped from the list.

6.5.9 Should there be a tie vote between candidates with the least number of votes, there will be a vote including only the candidates with the tie votes to eliminate the candidate with the fewest votes.

In the event there is a tie vote after the candidate with the least number has been withdrawn, the Director of Education or designate will call for the drawing of cubes numbered 1-12. Each candidate will draw a number, be noted by the Recording Secretary, and the number returned to the box. The candidate drawing the highest ranking number will be declared the Chair of the Board for the ensuing year. Should the candidates draw the same number, the process will be repeated.

6.5.10 A Member may voluntarily withdraw her/his name between votes.
6.5.11 By motion, the ballots shall be destroyed.

6.6 Following the election, the newly-elected Chair shall at once take the chair and preside over the election of the Vice-Chair.

6.7 Members shall then elect a Vice-Chair of the Board according to the same procedure followed for the election of the Chair.

6.8 In the event the office of the Chair or Vice-Chair becomes vacant for any reason, a new Chair or Vice-Chair, as is required, shall be elected at a special Board meeting called for this purpose (See 6.5).

6.9 The Board, by resolution, shall appoint by name the Officers of the Board who shall be the Board Chair and Vice-Chair; Director of Education; and Associate Director and Treasurer, Organizational Support Services.
7.0  IN AUGURAL MEETING OF THE BOARD

7.1 Following a municipal election, the Board’s Inaugural Meeting shall be held in the Board Room of the Thames Valley District School Board Education Centre at 7:00 p.m. at a Special Board meeting to be held either on the 1st or 2nd Tuesday in December.

7.2 The Director of Education shall certify that the Members have met all procedural requirements and are eligible to take office.

7.3 The Director of Education shall conduct a Trustee declaration of office at the Board Inaugural meeting.

7.4 The newly-elected Chair shall deliver an inaugural address.
8.0 INaugural Meeting of the Chair

8.1 On the years that do not follow a municipal election, the Chair’s Inaugural Meeting shall be held in the Board Room of the Thames Valley District School Board Education Centre at 7:00 p.m. at a Special Board meeting to be held either on the 1st or 2nd Tuesday in December.

8.2 The newly-elected Chair shall deliver an Inaugural address.
9.0 DUTIES OF THE CHAIR

9.1 The Chair of the Board shall be the official spokesperson for the Board unless otherwise determined.

9.2 The Chair, in consultation with the Director of Education and the Chair’s Committee, with opportunity for input from other Members of the Board, shall set the agendas for the regularly-scheduled Board meetings and ensure that Members have sufficient information for informed discussion. The Chair shall move proceedings through the approved agenda for the meeting.

9.3 The Chair of the Board shall preside at all Board meetings. The Chair shall call the meeting to order at the hour appointed, shall preserve order and decorum and decide upon all questions of order subject to an appeal to the Board.

9.3.1 The Chair shall appoint a recorder in the case of the absence of the recording secretary.

9.3.2 The Chair, when called upon to decide a point of order or practice, shall, before stating a decision, give reasons for such decision.

9.3.3 The ruling of the Chair shall be final, subject only to a Member challenging the ruling of the Chair.

9.3.4 When a Member challenges the decision of the Chair, the Member shall state the reasons for the challenge and the Chair shall have the opportunity to provide the rationale in support of the decision. Such challenge shall be decided without debate. The Secretary of the Board shall ask “Shall the decision of the Chair be sustained?” The Chair may not vote on such a challenge and in the event that there is an equality of votes, the decision of the Chair shall be deemed to be sustained.

9.3.5 The Chair shall not take part in any debate without leaving the Chair.

9.3.6 The Chair shall have voting rights on all matters, except when a Member challenges the Chair for a ruling (See 9.3.4).

9.3.7 The Chair shall ensure that any Trustee wishing to speak shall so indicate by upraised hand, and upon recognition by the Chair, who shall call the member by name (Trustee ___________), the Trustee shall then address the Chair.

9.3.8 When two or more Trustees attempt to speak at the same time, the Chair shall name the Trustee who is to speak.

9.3.9 The Chair shall ensure every Trustee speaks only to the matter under discussion. A Trustee may request one supplementary question. No Trustee shall speak longer than five minutes on the same question without leave of the Chair.

9.3.10 The Chair shall also ensure that Trustees direct all comments through the Chair and avoid all personal remarks and discourteous language.

9.3.11 No Trustee shall be interrupted while speaking except to be called to order by a Member for transgression of the rules of the Board, in which case the Trustee shall remain silent until the point of order has been decided by the Chair.

A Member so interrupting shall speak to the point of order or in explanation only.
9.3.12 A Trustee called to order by the Chair shall at once remain silent but after the point of order has been decided, may explain and appeal to the Board, which, if appealed to, shall decide the point of order without debate. The decision of the Chair on the point of order shall be overruled only by a majority vote of the Members present in favour thereof. If there is no appeal, the decision of the Chair shall be final.

9.3.13 Trustees who resist the rules of the Board, disobey the decision of the Chair or of the Board on points of order, or make any disorderly noise or disturbance may, unless they make an apology, be ordered by the Chair to leave their seats for the remainder of the meeting, and, in case of refusal to do so, may, on the order of the Chair, be removed from the Board Room and the Education Centre.

9.3.14 The Chair of the meeting is responsible for maintaining order and seeing that appropriate decorum of the Board meeting is maintained. Heckling will not be permitted.
10.0 COMMITTEES

Board Committees

10.1 The Director of Education or the Superintendent assigned to the committee shall call the first meeting of the committee and shall preside over the election of the Committee Chair at that meeting. Any Member may request election by secret ballot.

10.2 Committee Chairs shall request a Trustee committee member, unless otherwise noted in the Terms of Reference for the committee, to act as Chair in their absence and shall advise the Supervisor-Corporate Services of this action prior to the meeting.

10.3 It is the responsibility of Trustees to attend committee meetings to which they have been appointed. The Supervisor-Corporate Services maintains attendance records.

10.4 On the absence from three sequential meetings of a committee without the approval of the Board, the Member shall be withdrawn from that committee. The Chair of the Board shall provide notification of withdrawal from the committee. The Trustee may request to be reinstated. The request will be considered at the next Board meeting.

10.5 A majority of the committee membership shall constitute a quorum.

10.6 Committees must maintain a quorum to record an official meeting. In the absence of a quorum, an informal conversation may be held but no action may be taken. Committee members shall be responsible for contacting the Supervisor-Corporate Services should they be unable to attend a meeting.

10.7 The Chair of the Board shall be considered an ex officio member of all committees of the Board. The Chair, when in attendance at such meetings, shall have all privileges of a committee member and shall be counted as a member when determining the status of a quorum. The absence of the Chair shall not be counted in establishing a quorum at that meeting.

10.8 Meetings of committees shall be open to the public except when the subject matter under consideration is covered by Section 207 (2) of the Education Act, or its successors.

10.9 Action of any committee shall not be binding until formally approved by the Board, unless the Board gives the committee power to act with reference to a particular matter or matters. In all cases, the committee shall make a written report to the Board.

10.10 The Chair of the Board, Director of Education, and administrative officials shall keep the Chair of each committee informed of matters within the terms of reference of the committee.

10.11 Any Trustee may attend meetings of a committee and may participate in the discussion, but only appointed members of the committee may vote, and propose motions and recommendations for Board consideration.

10.12 The rules of order of the Board shall be observed in all meetings of a committee except that:
   a. there shall be no seconder at committee meetings; and
   b. movers shall not be recorded in committee reports.
10.13 Every meeting of a committee shall be called by a notice provided by the Supervisor-Corporate Services to reach every Trustee at least 48 hours before such meeting or in extreme circumstances, as determined by the Chair of the Committee, by oral notice attempted not later than six hours before such meeting.

10.14 Committees shall report to the Board in writing following each meeting other than Ad hoc committees who will report according to the time frame specified in the mandate of the committee.

10.15 Committee memberships shall be approved by the Board.

Statutory Committees

10.16 Statutory committees will operate in accordance with the legislation or regulation by which they were established. In all cases where these Bylaws conflict with the legislative or regulatory provisions governing statutory committees, the legislative or regulatory provisions shall prevail.

Standing and Ad Hoc Committees

10.17 Prior to a recommendation by the Chair’s Committee for membership on a Standing or Ad hoc committee, the Chair will invite Trustees to indicate their interest. Group and/or individual consultation to clarify Trustees’ wishes will be conducted.

10.18 Trustee membership of Standing and Ad hoc Committees shall be the mandate of the Chair’s Committee according to the interest expressed by Trustees (See 13.5.1.1).

10.19 If any vacancy shall occur in a Standing or Ad hoc committee, the Board shall fill the vacancy.

10.20 Ad hoc committees of the Board may be established on recommendation by the Chair’s Committee. The recommendation shall include a mandate, time frame for reporting to the Board and committee membership (See 13.5.1.1) Ad hoc committees will be disbanded following completion of their mandate.

Administrative Committees

10.21 Trustees named to participate on an Administrative committee shall be responsible for reporting to the Board as appropriate. Trustees may send an alternative upon notification to the Chair of the administrative committee. Only Trustees appointed to Administrative committees, or their alternate, may attend and participate in such meetings.

Interview Committees

10.22 The Chair and Vice-Chair shall participate on Supervisory Officer Interview Committees. If either or both are not available, the Past Chair and/or either Chair of the Advisory Committees shall participate.

10.23 Trustee representatives on Principal and Vice Principal interview committees are appointed by the Chair’s Committee.
11.0 COMMITTEE OF THE WHOLE IN-CAMERA MEETINGS

11.1 The Board may move into Committee of the Whole in-camera upon any confidential matter brought for its consideration related to legal, negotiations, personal or property matters.

Meetings of the Committee of the Whole in-camera shall be closed to all but Board Members, the Student Trustees (with the exception of items that involve the disclosure of intimate, personal and/or confidential information), Supervisory/Executive Officers, and the Supervisor-Corporate Services. Others may be asked to attend as appropriate or to speak to specific agenda items.

11.2 Committee of the Whole in-camera normally will meet at 5:00 p.m. on the fourth Tuesday of each month in the Board Room of the Thames Valley District School Board Education Centre.

11.3 With at least 48 hours’ notice, a special Committee of the Whole, In-camera meeting, to be immediately followed by a Special Meeting of the Board, may be held on the call of the Chair, or on the written request of the majority of Members of the Board made to the Chair, or if absent, the Vice-Chair, or if absent, the Director of Education. The meeting may be held at a date, time and place established by decision of the Chair, or if absent, the Vice-Chair, or if absent, the Director of Education.

11.4 In-camera meetings normally will adjourn by 6:15 p.m. or recess and reconvene prior to the adjournment of the Board meeting as necessary.

11.5 The Vice-Chair of the Board or if absent, the Chair of the Board shall chair all Committee of the Whole in-camera sessions.

In the case of absence of both the Vice-Chair and the Chair for five minutes after the hour appointed, as soon as a quorum be present, the Past Chair of the Board shall preside. In the event the Past Chair is not present, the Chair of either Advisory Committee shall preside over the meeting.

11.6 All rules of the Board shall be observed in Committee of the Whole in-camera so far as applicable except that no motion shall require to be seconded; movers of motions shall not be recorded in the official minutes, no motion for the previous question or for adjournment shall be allowed until all items on the agenda have been dealt with (except under the rule establishing a time limit for meetings). The yeas and nays shall not be recorded except when called by a Student Trustee in accordance with provisions in the Education Act, Section 55 (3).

11.7 The Committee of the Whole in-camera shall report at the next regularly-scheduled Board meeting or at the special Board meeting called specifically for this purpose.

11.8 Trustees will ensure that all in-camera material (paper and electronic) is stored in a secure, confidential location or shredded/deleted following the meeting.
12.0 ADVISORY COMMITTEE MEETINGS

12.1 The Program and School Services Advisory Committee and the Planning and Priorities Advisory Committee shall consist of all Trustees.

12.2 The Program and School Services Advisory Committee will meet each 1st Tuesday of the month. The Planning and Priorities Advisory Committee will meet each 2nd Tuesday of the month. Meetings normally will be held at 6 p.m.

12.3 The Advisory Committees may remain in session no later than 9 p.m. (or 3 hours after its scheduled start time) unless a vote of two-thirds of those present is taken to continue the meeting to a specified time. A further two-thirds vote may be taken to extend the meeting a second time for a specified period. The meeting may not be extended past the time approved in the second motion.

12.4 No action is to be taken at the meetings; however, Trustees may request further information. Motions related to a presentation may be brought forward at the next regular Board meeting under Reports from Board Committees or to a subsequent Board meeting for consideration providing a Notice of Motion has been served.

12.5 Election of Advisory Committee Chairs

The Chairs of the Program and School Services Advisory Committee and of the Planning and Priorities Advisory Committee shall be elected at the Special Board meeting held on the first school day of December by secret ballot as set out in Bylaw 6.0 - Election of Chair and Vice-Chair. The Chair of the Board shall preside over the election of the Committee Chairs.

12.6 Refer to Sections 10.2 through to 10.14 for information regarding Committee meetings.
13.0 CHAIR’S COMMITTEE

13.1 Membership on the Chair’s Committee includes the Chair of the Board, the Vice-Chair, the Past Chair and the Chairs of the Advisory Committees. The Director of Education serves as staff resource to the Committee.

13.2 In the event the Chair of the Board is re-elected, the Chair’s Committee shall be comprised of the Chair, the immediate Past Chair, the Vice-Chair and the Chairs of the Advisory Committees. Should the immediate Past Chair relinquish this position, the most recent Past Chair will assume the seat. Failing that, a Member at large will be invited to sit on the Chair’s Committee for that year.

13.3 The Chair of the Board shall be the Chair of the Chair’s Committee.

13.4 The Committee meets the week prior to the regularly-scheduled Board meeting and as often as required. Trustees may submit agenda items for consideration at the Chair’s Committee meetings through the Chair of the Board.

13.5 Mandate

13.5.1 The Chair’s Committee is designed to ensure the effective working of the Board. The Chair’s Committee shall provide leadership to the Board in maintaining the Board’s focus on the multi-year plan and the Board’s mission and vision. It shall also:

13.5.1.1 Develop ad hoc committees with defined tasks and appropriate time lines (See 10.0);

13.5.1.2 Recommend appointment of Trustees to committees of the Board;

13.5.1.3 Appoint Members to Principal and Vice-Principal interview committees;

13.5.1.4 Co-ordinate Member activities;

13.5.1.5 Review and approve Trustee professional development requests and expenses;

13.5.1.6 Review of Board agenda items, determine the routing process and in-camera status accept and review submissions of public input to the Board and determine submissions to be placed on the agenda of the first, regularly-scheduled Board meeting of the month (See 5.0);

13.5.1.7 Provide a report at the next regularly-scheduled Board meeting;

13.5.1.8 Review Standing Committee mandates as appropriate.
14.0 LEAVE OF ABSENCE OF MEMBERS

14.1 To meet the provisions of Section 229 (1) of the Education Act, a Board Member applying for leave of absence shall make the request directly to the Board convened in regular open session.

Any action on a request for leave of absence must be recorded as a motion of the Board.
15.0 RULES OF ORDER

Note: In all cases not provided for by these rules, Robert's Rules of Order shall govern as applicable.

15.1 General

15.1.1 In the absence of the Chair from any Board meeting, the Vice-Chair shall preside at the meeting. During the continued absence of the Chair from duty, or upon written request of the Chair, the Vice-Chair shall perform all the duties of the Chair.

15.1.2 The Supervisor-Corporate Services shall record the names of the Trustees present and absent. The times of arrival and departure of Trustees not attending the entire meeting shall be recorded in the minutes. Absence during any vote will be recorded.

15.1.3 In case of the absence of both the Chair and Vice-Chair for five minutes after the hour appointed, as soon as a quorum is present, the Past Chair shall preside. In the event the Past Chair is not present, the Chair of either Advisory Committee shall preside over the meeting until such time as the Chair of the Board or the Vice-Chair arrives.

15.1.4 In the case of absence of all the officers noted in 15.1.3, and as soon as a quorum is present, the Director of Education shall employ a process to elect a pro tempore Chair.

15.1.5 The Chair pro tempore so chosen shall preside only until the Chair or Vice-Chair arrives and the immediate item of business at hand is completed.

15.2 Motions Considered at Board Meetings

15.2.1 Motions shall be related to an agenda item. Motions unrelated to the agenda shall follow section 15.2.7 – Notice of Motion.

15.2.2 Every motion shall be seconded and shall be disposed of only by a vote of the Board unless the mover and seconder, by permission of the Chair, withdraw the motion.

15.2.3 Any Member may request the motion under discussion be read for information at any time in the course of the debate, provided that no such request is made so as to interrupt a member speaking to the question.

15.2.4 The mover and seconder shall be recorded in the official minutes of all Board meetings. Movers shall not be recorded in reports of committees submitted to the Board (See 10.12).

15.2.5 After a motion is moved and seconded, it shall be deemed to be in possession of the Board.

15.2.6 A Member may introduce a motion and before it is seconded, speak to it for clarification or direction on wording only. No other Member may speak to the motion before it has been seconded. Once seconded, the mover will be asked to speak to the motion and be the final speaker to the motion.

15.2.7 A Member may provide a written notice of motion at the appropriate agenda item of a Board meeting to be heard at the next regular Board meeting.
The notice of motion need only indicate the purpose but such a statement must be accurate and complete since it will determine what amendments are in order when the motion is considered, e.g. “To raise the annual fee to $20.00”. The notice of motion will become invalid if the motion is amended beyond the scope of the notice.

15.2.8 No motion or amendment shall be debated or put to a vote unless seconded and read before the vote is taken, except that the reading may be omitted before the vote if the motion is based on a written recommendation in the agenda or is a motion to refer, to postpone, to rise and report, to table, or to adjourn. Upon the request of any Member, the Chair shall direct the mover to put the motion in writing.

15.2.9 A motion directly concerning the privilege of the Board and thereby affecting the rights and immunities of the Board collectively, or the position and conduct of Trustees in their respective capacities, shall take precedence over all other business and may be moved without notice.

15.2.10 When a question is under debate, the only motions in order shall be:

(a) adjourn or take a recess;
(b) raise a question under point of order, privilege or question;
(c) lay on the table;
(d) call for the previous question;
(e) postpone to a certain time;
(f) refer;
(g) amend;
(h) postpone indefinitely;
(i) main motion.

Each motion shall have precedence in the order listed; and (a), (b), (c) and (d) shall be decided without debate except as provided under point of order, privilege or question by majority vote other than Motion (d) which shall require a two-thirds vote of those present to adopt.

The motion for the previous question shall preclude all further amendment and debate, and shall be submitted by the Chair in this form: “Are you ready for the main question?” If adopted, the Chair shall at once proceed to put the main question, first putting any amendments pending, to the vote of the Board.

15.2.11 A motion to lay on the table, done only in the case of an emergency, is not debatable; but a motion to lay on the table with any other condition involved is subject to debate and amendment with a majority vote.

Generally, a motion to defer or postpone discussion to a future date will be put forward.

15.2.12 When a question has been laid on the table, it shall not be taken up again at the same meeting except by a vote in favour of reconsideration by two-thirds of the Members present.

15.2.13 A question having been postponed indefinitely shall not be taken up again at the same meeting.
15.2.14 After a motion is made and seconded, a motion to amend may be made, and a motion to amend the amendment; but no further motion to amend shall be made until those have been decided.

15.2.15 An amendment modifying the subject of a motion shall be in order, but an amendment relating to a different subject or completely changing the intent of a motion shall not be considered.

15.2.16 All amendments shall be put in the reverse order to which they are moved.

15.2.17 Every amendment submitted shall be decided upon or withdrawn before the main question is put to a vote; and if the vote on an amendment is decided in the affirmative the main question as amended shall be put to a vote.

15.2.18 A motion to adjourn shall be in order except when a Trustee is speaking, or a vote is being taken, or when the previous question has been called. A motion to adjourn only shall not be open to amendment or debate; but a motion to adjourn to a particular time may be amended or debated.

15.2.19 No second motion to adjourn shall be made until some business has been transacted after the first motion to adjourn has failed.

15.2.20 Requests by individual Trustees for information, which will require a significant time commitment by Administration, must be formulated into a motion and receive Board approval prior to the task being undertaken.

15.2.21 Student Trustees may not move a motion but may suggest a motion on any matter at a meeting of the Board or of one of its committees on which the student Trustees sit. If no member of the Board or committee, as the case may be, moves the suggested motion, the record shall show the suggested motion.

15.3 Debate

15.3.1 The Chair shall ensure that every Trustee speaks only to the matter under discussion. A Trustee may ask one question, request one supplementary question and may then return to the speakers' list.

15.3.2 No Trustee shall speak longer than five minutes on the same question without leave of the Chair.

15.3.3 When the question under consideration contains two or more distinct propositions, any particular proposition, upon the request of any Trustee, may be considered and voted upon separately.

15.4 Voting

15.4.1 No Member shall have more than one vote, as Chair or otherwise, either at Board meetings, or on any committee.

15.4.2 Any Member may abstain from voting. An abstention maintains a quorum. The number of yea and nay votes will determine the approval or defeat of a motion under consideration. In all cases where there is an equality of votes, the question is defeated.
15.4.3 As ruled by the Chair, every Member of the Board or a committee as the case may be, may vote on a question put in a telephone poll or e-mail submission conducted by the Supervisor-Corporate Services or designate. In all cases where there is an equality of votes, the question is defeated. Electronic Voting Guidelines are provided in Appendix B.

15.4.4 After the Chair has put a question to vote, there shall be no further debate and no Member shall walk across or out of the room or make any noise or disturbances. The decision of the Chair as to whether the question has been finally put shall be conclusive.

15.4.5 The yeas, nays and abstentions shall be recorded on any question when requested by at least one Member at a Board meeting. Such a request for a recorded vote must be made before the Chair calls upon the Members to vote on the question.

15.4.6 The request for a recorded vote shall require all members including the Chair to participate in the vote indicating a nay, yea or abstention. The resulting number of yeas, nays and abstentions shall be declared by the Supervisor-Corporate Services.

15.4.7 Unless a recorded vote is requested, all votes at meetings shall be taken by a show of hands. The resulting number of yeas, nays, and abstentions shall be declared by the Chair. If this declaration is questioned, the Members voting shall rise and stand until they have been counted.

15.4.8 Voting by proxy will not be allowed in any meeting under the jurisdiction of the Board in that proxy voting is incompatible with the essential characteristics of the Board in which membership is individual, personal and non-transferable.

15.4.9 Where a Member attends a Board meeting via electronic means, the Member may vote via teleconference or electronically or by a pre-arranged secret ballot in the case of Board elections given to the Supervisor-Corporate Services in a sealed envelope.

15.4.10 In accordance with the Education Act, Section 55 (3), the student Trustees are not entitled to exercise a binding vote on any matter before the board or any of its committees. They may request to have their non-binding vote recorded in the Board minutes and may request that a matter before the Board, or any of its committees, be put to a vote, in which case there must be two votes:

a. a recorded non-binding vote that includes the student Trustees’ vote; and
b. a recorded binding vote that does not include the student Trustees’ vote.

15.5 Reconsideration

15.5.1 A motion for reconsideration may only be brought by a member who voted on the prevailing side.

15.5.2 After a vote has been taken on any question (except one of indefinite postponement) such vote may, with the consent of a two-thirds majority of the Members present, provided that the Members constitute a quorum, be reconsidered during the same meeting.
The question may be reconsidered with the consent of a majority of the Members present at any regular meeting of the Board held thereafter provided that any Member shall give notice to that effect in writing at a prior regular Board meeting.

A motion to reconsider, being once made after notice at a prior Board meeting and decided in the negative, shall not again be entertained during the current Board year (December 1 - November 30) or within a period of four months, whichever is the lesser, unless approved unanimously by a quorum of the Board.

15.5.3 When a Member has properly moved for reconsideration of any question which has been decided, no discussion of the main question shall be allowed until the motion for reconsideration has been decided in the affirmative.

15.6 Petitions and Communications

Preparing a Petition

15.6.1 A petition is a request for the Thames Valley District School Board to take some specific action (or refrain from taking some action).

15.6.2 The action requested must be related to the education system within the Thames Valley District and the request must be clear, temperate, proper, and respectful. Petitions containing obscene or defamatory language will not be accepted.

15.6.3 The request must appear at the top of every page of signatures submitted with the petition.

Signatures on a Petition

15.6.4 Petitioners must be a resident of the Thames Valley District and/or a student or parent/guardian of a student attending a Thames Valley District School Board school.

15.6.5 A petition must contain original signatures only.

15.6.6 Each person must print their name and address and sign their name under the text of the petition.

Submitting a Petition

15.6.7 A petition must be addressed to the Thames Valley District School Board of Trustees and submitted to the Supervisor-Corporate Services. Petitions addressed otherwise or to a particular Trustee will not be accepted.

15.6.8 Petitions must be written, typewritten or printed. Emailed, faxed or photocopied petitions are not admissible and will not be accepted.

Communication and Follow Up

15.6.9 Petitions received in accordance with these Bylaws shall be noted on the next regular Board meeting agenda under Communications and shall be made available to all Trustees by the Supervisor-Corporate Services.
15.6.10 No action may be taken at the Board meeting where the petition is noted on the agenda; however a motion may be brought to the next regular Board meeting under Business Arising or to a subsequent Board meeting for consideration providing a Notice of Motion has been served (See 15.2.7).

15.6.11 Petitions and communications on any subject within the purview of a committee may be referred by the Chair to the proper committee without motion.
16.0 BUSINESS SERVICES BYLAWS

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BANKING BY-LAW 1: BANKING AND SECURITY

1. Any two of the Chair of the Board, Vice Chair of the Board, Director of Education and Secretary, Associate Director and Treasurer Organizational Support Services, Superintendent of Organizational Support Services (Business) or Manager, Financial Services as signing officers are authorized on behalf of the Board from time to time:

   (a) to withdraw or order transfers of funds from the Board’s accounts by any means including the making, drawing, accepting, endorsing or signing of cheques, promissory notes, bills of exchange, other orders for the payment of money or other instruments or the giving of instructions;

   (b) to sign any agreements or other documents or instruments with or in favour of the Bank, including the bank’s general financial services agreement and contracts relating to products or services provided by the Bank to the Board;

   (c) to do, or to authorize any person or persons to do, any one or more of the following:

      (i) to receive from the Bank any cash or any securities, instruments or other property of the Board held by the Bank, whether for safekeeping or as security, or to give instructions to the Bank for the delivery or other transfer of any such cash, securities, instruments or other property to any person named in those instructions;

      (ii) to deposit with or negotiate or transfer to the Bank, for the credit of the Board, cash or any security, instrument or other property, and for those purposes to endorse (by rubber stamp or otherwise) the name of the Board, or any other name under which the Board carries on business, on any security or instrument;

      (iii) to instruct the Bank, by any means, to debit the accounts of third parties for deposit to the credit of the Board;

      (iv) to receive statements, instruments and other items (including paid cheques) and documents relating to the Board’s accounts with or any service of the Bank, and to settle and certify the Board’s accounts with the Bank;

      (v) to receive from the Bank any software and any security devices, including security cards, codes, and passwords, relating to electronic banking services or electronic communications between the Board and the Bank, and to determine and set the levels and limits of authority applicable to individual security devices; and

   (d) to exercise all rights, powers and authorities which then signing officers may exercise under the authority of the Board’s by-laws and the laws governing the Board.

2. The provisions contained in the Bank’s general financial services agreement including, without limitation, the provisions concerning the binding effect of electronic communications received by the Bank from or in the name of the Board, are expressly approved.
Banking By-law 1: Banking and Security - cont’d

3. All instruments, instructions, agreements and documents made, drawn, accepted, endorsed or signed (under the corporate seal or otherwise) as provided in this resolution and delivered to the Bank by any person, shall be valid and binding on the Board, and the Bank is hereby authorized to act on them and give effect to them.

4. The Bank shall be furnished with:

   (a) a copy of this resolution; and

   (b) a list of the names of the persons (i.e. signing officers) authorized by this resolution to act on behalf of the Board, and with written notice of any changes which may take place in such list from time to time, and with specimens of the signatures of all such persons; each certified by the Secretary of the Board; and

   (c) in writing, any authorization made under paragraph 1(c) of this resolution.

5. Any document furnished to the Bank as provided for in paragraph 4 of this resolution shall be binding upon the Board until a new document repealing or replacing the previous one has been received and duly acknowledged in writing by the branch or agency of the Bank where the Board has its account.
BANKING BY-LAW 2: BANKERS AND SIGNING OFFICERS

1. The Treasurer of the Board is authorized on behalf of the Board to negotiate with, deposit with, or transfer to the Bank, for credit to the Board’s account only all or any cheques and other orders for the payment of money, and for that purpose to endorse the same on behalf of the Board either in writing or by rubber stamp.

2. All cheques of the Board shall be drawn in the name of the Board and signed on its behalf by any two of the following:
   - Chair of the Board
   - Associate Director & Treasurer Organizational Support Services
   - Vice-Chair of the Board
   - Director of Education and Secretary
   - Superintendent of Organizational Support Services (Business)
   - Manager, Financial Services

3. Any of the signing officers of the Board are authorized on behalf of the Board to receive from the Bank, from time to time, a statement of account of the Board together with all relative vouchers and all unpaid bills lodged for collection by the Board and all items returned unpaid and charged to the account of the Board, and to sign and deliver to the Bank any agreements or other documents or instruments with or in favour of the Bank, including contracts relating to products or services provided by the Bank to the Board.

4. Any of the signing officers of the Board are authorized on behalf of the Board to obtain delivery from the Bank of all or any stocks, bonds and other securities held by the Bank in safekeeping or otherwise for the account of the Board and to give valid and binding receipts therefor.

5. This resolution shall be communicated to the Bank and remain in force until written notice to the contrary is given to the Manager of the branch of the Bank at which the account of the Board is kept, and receipt of such notice is duly acknowledged in writing.
BANKING BY-LAW 3: BORROWING FOR CURRENT EXPENDITURES

1. The Board is empowered under section 243 of the Education Act R.S.O. 1990 chap. E.2, as amended (the “Education Act”), to authorize the Treasurer and Chair or Vice Chair on behalf of the Board to borrow from time to time such sums considered necessary to meet current expenditures of the Board until current revenues have been received.

2. The Treasurer and Chair or Vice Chair are authorized on behalf of the Board to borrow from time to time by way of promissory note or bankers’ acceptance that is drawn as a bill of exchange under the Bills of Exchange Act (Canada), or by way of overdraft. The Treasurer and Chair or Vice Chair are authorized to sign such promissory notes or bankers’ acceptances as may be necessary for the sums borrowed plus interest, at a rate agreed to with the Bank, and to affix the Board’s corporate seal. The interest charged on all sums borrowed plus any related charges is not to exceed the interest that would have been payable at the prime lending rate of the chartered banks listed in Schedule I of the Bank Act (Canada) on the date of borrowing.

3. The Treasurer is authorized and directed to apply in payment of all or any sums borrowed plus interest, all or any of the monies collected and received in respect of the current revenues of the Board and all or any monies that may lawfully be applied under the Education Act for such purpose, and as required under section 198 (5)(d) of the Education Act.

4. The Treasurer is authorized and directed to deliver to the Bank from time to time upon request a statement showing (a) the total amount of unpaid previous borrowings of the Board for current expenditures together with debt charges, if any, and (b) the uncollected balance of the estimated revenues for the current year or, where the estimates have not been adopted, the estimated revenues of the previous year less any current revenue already collected.

5. The Bank shall not be bound to establish the necessity of the borrowings authorized by this resolution or their application for the purposes aforesaid and may rely on a certified copy of this resolution as proof that the borrowing is validly authorized and on any statement furnished by the Treasurer under paragraph 4 as proof of the facts stated therein.
A by-law to authorize the Thames Valley District School Board to: (a) enter into: (i) an Irrevocable Assignment and Assumption Agreement pursuant to which the Thames Valley District School Board assigns its right to receive certain grant monies from the Ministry of Education of the Province of Ontario; (ii) a Blocked Account Agreement; and (iii) a Contribution Agreement; and (b) execute a Direction pursuant to which the Thames Valley District School Board irrevocably directs the grant monies to be paid to a blocked account

WHEREAS subsection 247(1) of the *Education Act*, R.S.O. 1990, c.E.2, as amended (the “*Education Act*”) provides that, subject to any other provision of the *Education Act* and the regulations made under subsections 242(1) and 247(3) of the *Education Act*, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue debentures or issue or execute any instrument prescribed under clause 247(3)(f) in respect of the money borrowed or the debt incurred;

AND WHEREAS O.Reg.225/02 as amended by O.Reg. 416/02 (the “NPF Debt Regulation”) defines “non-permanently financed debt” as the amount as of August 31, 2001 that is listed in Column (e) under the heading “Not Permanently Financed” opposite the name of the district school board in Table 2, “Capital Related Debt Eligible for Funding Support, by District School Board”, in the document entitled *School Board Capital Related Debt (June 17, 2002)*, published by the Ministry of Education and available on the School Facilities Inventory System Website (sfs.edu.gov.on.ca) and at the Business Services Branch of the Ministry, Mowat Block, 21st Floor, 900 Bay Street, Toronto, Ontario, M7A 1L2;

AND WHEREAS the NPF Debt Regulation defines “refinanced debt” as the debt incurred by the assignee in respect of the financing arranged to refinance the non-permanently financed debt of district school boards;

AND WHEREAS the NPF Debt Regulation defines “assignee” as the trustee of a trust or another person to whom a portion of a legislative grant is assigned by a district school board under an agreement prescribed by the NPF Debt Regulation;

AND WHEREAS the NPF Debt Regulation defines “participating board” as a district school board that enters into an agreement prescribed by the NPF Debt Regulation with an assignee;

AND WHEREAS the NPF Debt Regulation defines “unreimbursed costs” as the costs, expenses or liabilities for which an assignee is a trustee of a trust is held to be personally liable in connection with administering the trust or arranging for the financing to refinance the non-permanently finance debt;

AND WHEREAS the NPF Debt Regulation provides that a district school board may execute an agreement that contains the following:

1. The agreement provides for the irrevocable assignment by the Board to the assignee named in the agreement of the portion of each legislative grant that is paid under the *Education Act* in respect of,
   (i) the Board’s non-permanently financed debt, other than amounts referred to in clause 37(1)(b) of O.Reg. 154/01 or clause 37(1)(b) of O.Reg. 156/02, or
   (ii) the portion of the refinanced debt attributable to the Board.

2. The agreement requires the Board to give a direction to the Minister of Education (the “Minister”) to pay the assigned portion of each legislative grant directly to an account specified in the agreement.
Banking Bylaw 4: Capital-Related Debt – Pre-amalgamation– cont’d

3. The agreement requires the assignee to,

(iii) assume the Board's liability to pay its non-permanently financed debt,

(iv) arrange financing to refinance the non-permanently financed debt of the board and other participating boards by,

(j) creating and issuing, pursuant to one or more trust indentures, bonds, debentures or other evidences of the refinanced debt,

(k) entering into one or more underwriting agreements in respect of the bonds, debentures or other evidences of the refinanced debt,

(l) obtaining ratings of the bonds, debentures or other evidences of the refinanced debt from one or more nationally recognized rating agencies, and

(m) causing an offering document to be prepared in respect of the bonds, debentures or other evidences of the refinanced debt and making it available to underwriters and other potential purchasers of the bonds, debentures or other evidences of the refinanced debt,

(v) out of the proceeds of the refinanced debt, pay the Board's non-permanently financed debt, and

(vi) obtain from the holder of the non-permanently financed debt a receipt for the payment of the Board's non-permanently financed debt.

4. If the assignee is the trustee of a trust, the agreement requires the board to do the following

(vii) indemnify the trustee in its personal capacity for all unreimbursed costs, if any, to the extent that the assets of the trust out of which the trustee is entitled at law or in equity to be indemnified for the unreimbursed costs are insufficient to satisfy the unreimbursed costs, and

(viii) make just and equitable contribution to satisfy the claims giving rise to the unreimbursed costs in an amount that is in the same proportion to the aggregate of the unreimbursed costs that the Board's non-permanently financed debt bears to the sum of the non-permanently financed debt of all the participating boards and the amount of fees paid to the trustee, if the indemnity referred to in subparagraph 4 i of subsection 2(1) the NPF Debt Regulation is for any reason held by a court to be unenforceable.

5. The agreement provides that if the Board is required, pursuant to a provision in an agreement described in paragraph 4 of subsection 2(1) of the NPF Debt Regulation, to indemnify the trustee or make just and equitable contribution to satisfy the claims giving rise to the unreimbursed costs, the liability of the board under the rights of indemnity or contribution,

(ix) shall be several and not joint, and

(x) shall not exceed the amount by which the Board’s non-permanently financed debt exceeds the cumulative amount of the legislative grants in respect of the principal amount of the refinanced debt paid to the account referred to in paragraph 2 of subsection 2(1) of the NPF Debt Regulation established by the board.
Banking Bylaw 4: Capital-Related Debt – Pre-amalgamation – cont’d

AND WHEREAS the NPF Debt Regulation requires a district board that enters into an agreement prescribed by the NPF Debt Regulation to give a written direction described in paragraph 2 of subsection 2(1) of the NPF Debt Regulation and a copy of the agreement to the Minister;

AND WHEREAS the NPF Debt Regulation provides that an agreement is prescribed for the purposes of clause 247(3)(f) of the Education Act if it satisfies the requirements of subsection 2(1) of the NPF Debt Regulation and it contains provisions that are not inconsistent with the requirements of subsection 2(1);

AND WHEREAS the Thames Valley District School Board (the “Board”) or a predecessor old board of the Board incurred its non-permanently financed debt (the “Board’s Non-Permanently Financed Debt”) for permanent improvements;

AND WHEREAS the Ministry of Education of the Province of Ontario has announced that it intends to provide grant monies in an aggregate amount sufficient to repay the Board’s Non-Permanently Financed Debt; being the portion of the legislative grant paid to the Board for educational purposes pursuant to Section 234 of the Education Act (or any successor or replacement provision) in respect of a fiscal year of the Board which is equal to the debt charges allocation of the Board referenced in the calculation of the total legislative grant to the Board for such fiscal year pursuant to the Grant Regulations, as hereinafter defined, to the extent that the debt charges allocation relates to the payment of principal, interest and other amounts in respect of the Board’s Non-Permanently Financed Debt;

“Grant Regulations” meaning paragraph 13 of subsection 10(1) and section 37 of O.Reg.156/02 ” Student Focused Funding - Legislative Grants for the 2002-2003 School Board Fiscal Year”, as amended from time to time, and any law, regulation, order-in-council or other statutory instrument enacted subsequent to the date of the Assignment Agreement, as hereinafter defined, providing for, relating to or governing legislative grants to be paid to the Board for fiscal periods after the 2002-2003 fiscal year in respect of the Board’s Non-Permanently Financed Debt, which for greater certainty is described in Schedule “A” to the Assignment Agreement, as subsequently assumed pursuant to such Assignment Agreement or the refinanced debt, as each such law, regulation, order-in-council or statutory instrument may be amended, replaced or re-enacted from time to time;

AND WHEREAS the 55 School Board Trust has been established by Computershare Trust Company of Canada as trustee (in such capacity, the “Trust") for the purpose of issuing debentures and to assume the Board’s liability to pay its Non-Permanently Financed Debt, to arrange permanent financing for and pay the Board’s Non-Permanently Financed Debt and to obtain from the holder of the Board’s Non-Permanently Financed Debt a receipt for such payment in consideration of the absolute and irrevocable assignment by the Board of all Grant Monies now or hereafter paid as well as the Board’s rights in all amounts deposited in the Blocked Account described below (the “Transaction”);

AND WHEREAS the Trust is an “assignee” for the purposes of and as defined in the NPF Debt Regulation;

AND WHEREAS the Board intends to effect the Transaction by entering into an absolute and irrevocable assignment and assumption agreement with the Trust, which irrevocable assignment and assumption agreement is prescribed for the purposes of clause 247(3)(f) of the Education Act as a prescribed instrument that may be executed by the Board in respect of its Non-Permanently Financed Debt and is prescribed by the NPF Debt Regulation substantially in the form attached as Exhibit “A” hereto (the “Assignment Agreement”);
Banking Bylaw 4: Capital-Related Debt – Pre-amalgamation – cont’d

AND WHEREAS for the purposes of the Transaction the Board will establish an account (the “Blocked Account”) in its name with a Canadian chartered bank or other financial institution acceptable to the Trust, on terms which provide that the Board shall have no right to withdraw or otherwise deal with the monies in such account and that the Trust shall be solely entitled to any and all monies in such account and from time to time and otherwise on terms acceptable to the Board and the Trust, and for such purpose it is desirable that the Board enter into a blocked account agreement with Bank of Montreal substantially in the form attached as Exhibit “B” hereto (the “Blocked Account Agreement”);

AND WHEREAS the Board intends to enter into a contribution agreement with other participating boards in respect of unreimbursed costs of the Trust, substantially in the form attached as Exhibit “C” hereto (the “Contribution Agreement”) in connection with the Transaction;

AND WHEREAS the Board intends to execute a direction to the Minister, substantially in the form attached as Exhibit “D” hereto (the “Direction”), pursuant to which the Board will direct the Minister to pay directly to the Blocked Account all assigned portions of each legislative grant referred to in the NPF Debt regulation now or hereafter paid to the Board;

NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Chair and the Executive Superintendent of Business Services & Treasurer of the Board are hereby authorized to enter into and execute the Assignment Agreement, the Blocked Account Agreement, the Contribution Agreement and the Direction, and the Director of Education & Secretary of the Board is hereby authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Assignment Agreement, the Blocked Account Agreement, the Contribution Agreement and the Direction (collectively the “Closing Documents”), and the seal of the Board may by affixed to all or any of the Closing Documents as the Chair and the Executive Superintendent of Business Services & Treasurer of the Board may approve; execution as aforesaid shall be conclusive evidence of their approval.

2. The Chair, the Executive Superintendent of Business Services & Treasurer and the Director of Education & Secretary of the Board are hereby authorized to execute the Closing Documents, as set out in section 1 of this by-law, and the Chair and the Executive Superintendent of Business Services & Treasurer are hereby authorized to Execute the documents attached hereto as exhibits with such changes thereto as the Chair and the Executive Superintendent of Business Services & Treasurer of the Board may approve, such execution to be conclusive evidence of their approval, in the name of the Board as at the closing date of the Transaction (the “Closing Date”), which Closing Date will, in all likelihood, not be determined on the date of execution of the Closing Documents.

In the event that the Closing Date has not been determined on the date of execution of the Closing Documents, any one or more of the Chair, the Executive Superintendent of Business Services & Treasurer and the Director of Education & Secretary of the Board are hereby authorized to give authority to an authorized signing officer of the Board or to another person to date the Closing Documents as at the Closing Date forthwith upon the determination of the Closing Date and to deliver the same on such Closing Date and in this connection a copy of the Assignment Agreement and the Direction shall be given to the Minister.
Banking Bylaw 4: Capital-Related Debt – Pre-amalgamation – cont’d

READ A FIRST, SECOND AND THIRD time and finally PASSED this 28th day of January, 2003.

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<td>Joyce Bennett</td>
<td>Chair</td>
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<td>Bill Bryce</td>
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BANKING BY-LAW 5: LONG-TERM FINANCING THROUGH 55 SCHOOL BOARD TRUST – BANKING ARRANGEMENTS
(CAPITAL RELATED DEBT – BANKING)
JUNE 1, 2003 TO JUNE 2, 2033

A by-law to authorize and empower certain officers or agents of Computershare Trust Company of Canada in its capacity as trustee of the 55 School Board Trust to make such banking arrangements as are hereinafter contemplated without further action on the part of the trustees of the Thames Valley District School Board

WHEREAS it is desired by the Thames Valley District School Board (the “Board”) to authorize and empower certain officers or agents of Computershare Trust Company of Canada in its capacity as trustee of the 55 School Board Trust (in such capacity, the “Trustee”) to make such banking arrangements as are hereinafter contemplated without further action on the part of the trustees of the Board.

NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

The Board is hereby authorized to establish and maintain an account (the “Account”) with the Bank of

1. Montreal (the “Bank”) on the terms and subject to the conditions set forth in the Blocked Account Agreement annexed hereto and the Operation of Business Account Terms and Conditions governing the operation of the Account (the “Operation of Account Agreement”); provided, however that in the event of a conflict between the said Blocked Account Agreement and the Operation of Account Agreement, the Blocked Account Agreement shall prevail.

2. Any officers or employees of the Trustee duly authorized from time to time for such purpose by such Trustee are hereby authorized to operate the Account in accordance with the Operation of Account Agreement and the said Blocked Account Agreement.

3. The Board is authorized to enter into such agreements as the Bank may reasonably require in respect of the foregoing.

4. All previous authorities granted by way of a by-law in respect of the foregoing matters generally by the trustees of the Board are revoked as of the date of this by-law in respect of matters done hereafter. The foregoing by-law shall continue in force until a certified copy of a by-law revoking or modifying it has been received by the Bank.

READ A FIRST, SECOND AND THIRD time and finally PASSED this 28th day of February, 2003.

Name: Joyce Bennett
Title: Chair

Name: Bill Bryce
Title: Director of Education
BANKING BY-LAW 6: LONG-TERM FINANCING FOR GOOD PLACES TO LEARN: STAGE 1 PROJECT
(STAGE ONE LONG-TERM FINANCING)
NOVEMBER 15, 2006 TO NOVEMBER 15, 2031

THAMES VALLEY DISTRICT SCHOOL BOARD
BY-LAW NUMBER 6

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $24,111,892 pursuant to a loan agreement under section 12 of Ontario Regulation 466/97

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsections 242 (1) and 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue debentures or issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 12 of Ontario Regulation 466/97, as amended by Ontario Regulation 462/06 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan from the Ontario Financing Authority with an initial maturity of more than one year and that (2) a board that obtains a loan mentioned in subsection 12 (1) shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board (the “Board”), which under the Education Act constitutes a district school board, has undertaken urgent and high priority renewal projects at schools of the Board (some of which schools may constitute shared facilities) listed in Appendix B of the document entitled “Good Places to Learn: Stage 1 Funding Allocation” which projects have been approved by the Minister of Education, as indicated in Appendix B, on the basis that the projects address urgent and high priority renewal needs at such schools, are part of the Board’s long-range plan and are described in Schedule “A” attached hereto and forming part of this By-law (individually a “Project”, collectively the “Projects”) and pursuant to Ontario Regulation 461/06 each such Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act;

AND WHEREAS before the Board authorized each of the Projects and before authorizing additional cost amounts and additional long term debt authorities in respect of the Projects (if any), the Treasurer of the Board updated the Board’s most recent annual debt and financial obligation and liability limits as determined in accordance with the provisions of Ontario Regulation 472/98 and determined that the estimated annual amount payable by the Board in respect of each Project, each such additional cost amount and each such additional long term debt authority (if any), would not cause the Board to reach or exceed its updated limits, with the result that the Board authorized each Project, each such additional cost amount and each such additional long term debt authority without the prior approval of the Minister of Education;

AND WHEREAS the Board has financed the Projects by way of temporary borrowing from a financial institution or from a reserve account and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Projects on a long-term basis by repaying the temporary borrowing or repaying the reserve account, as applicable, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $24,111,892 (the “Loan”) pursuant to a loan agreement in the form attached hereto as Schedule “B” (the “Loan Agreement”) which Loan Agreement constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;
Banking Bylaw 6 – Stage 1 Long-Term Financing – cont’d

NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan that is to be made available to the Board pursuant to the Loan Agreement on the basis that it constitutes a loan under section 12 of the Regulation and that the Loan Agreement constitutes an instrument prescribed under clause 247(3)(f) of the Education Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of combined (blended) principal and interest as hereinafter set forth.

3. The Loan shall be paid in full by November 15, 2031 and equal instalments of combined (blended) principal and interest shall be payable on such days in May and November as are set forth in the amortization schedule set forth in Schedule “C” attached hereto and forming part of this By-law (“Schedule “C””) (commencing May 15, 2007) in each of the years during the currency of the Loan as set forth in Schedule “C”.

   The Loan shall bear interest at the rate of 4.56% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the equal instalments of combined (blended) principal and interest payable on such days in May and November in each year of their currency as are set out in Schedule “C”.

4. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan shall be paid out of the Board’s general revenue or any other available funds.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act.

   Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “C”; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. The proceeds of the Loan, shall be used to repay the temporary borrowing or repay the reserve account, as applicable, in respect of the Projects and for no other purpose.
Banking Bylaw 6 – Stage 1 Long-Term Financing – cont’d

READ AND FINALLY PASSED this 24th day of October, 2006.

Name: Graham Hart
Title: Chair

Name: Bill Bryce
Title: Director of Education

THAMES VALLEY DISTRICT SCHOOL BOARD
SCHEDULE “A” TO BY-LAW NUMBER 6
PROJECT DESCRIPTION

THAMES VALLEY DISTRICT SCHOOL BOARD
SCHEDULE “B” TO BY-LAW NUMBER 6
LOAN AGREEMENT

THAMES VALLEY DISTRICT SCHOOL BOARD
SCHEDULE “C” TO BY-LAW NUMBER 6
AMORTIZATION SCHEDULE
THAMES VALLEY DISTRICT SCHOOL BOARD

BY-LAW NUMBER 7

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $32,857,209.00 pursuant to a loan agreement under section 12 of Ontario Regulation 466/97

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsections 242 (1) and 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue debentures or issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 12 of Ontario Regulation 466/97, as amended by Ontario Regulation 462/06 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan from the Ontario Financing Authority with an initial maturity of more than one year and that (2) a board that obtains a loan mentioned in subsection 12 (1) shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board (the “Board”), which under the Education Act constitutes a district school board, has undertaken urgent and high priority renewal projects at schools of the Board listed in Appendix B of the document entitled “Good Places to Learn: Stage 1 Funding Allocation” and Appendix C of the document entitled “Good Places to Learn: Stage 2 Funding Allocation”, some of which projects are described in Schedule “A” attached to the Loan Agreement, as hereinafter defined (individually a “GPL Eligible Project”, collectively the “GPL Eligible Projects”) and pursuant to Ontario Regulation 580/07, each GPL Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act;

AND WHEREAS the Board has undertaken capital projects required for primary class size reduction for the purpose of addressing the reduction in primary class size to 20, some of which projects are described in Schedule “A-1” attached to the Loan Agreement, as hereinafter defined (individually a “PCS Eligible Project”, collectively the “PCS Eligible Projects”) and each PCS Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act;

AND WHEREAS the GPL Eligible Projects and the PCS Eligible Projects are collectively referred to as the “Eligible Projects”;

AND WHEREAS before the Board authorized each of the Eligible Projects and before authorizing additional cost amounts in respect of the Eligible Projects (if any), the Treasurer of the Board updated the Board’s most recent annual debt and financial obligation and liability limits as determined in accordance with the provisions of Ontario Regulation 472/98 and determined that the estimated annual amount payable by the Board in respect of each Eligible Project and each such additional cost amount (if any), would not cause the Board to reach or exceed its updated limits, with the result that the Board authorized each Eligible Project and each such additional cost amount (if any) without the prior approval of the Minister of Education;
Banking Bylaw 7 – Good Places to Learn and Primary Class Size Projects – cont’d

AND WHEREAS the Board has financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $32,857,209.00 (the “Loan”) pursuant to a

loan agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan Agreement constitutes an instrument prescribed under clause 247(3)(f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;

NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan that is to be made available to the Board pursuant to the Loan Agreement on the basis that it constitutes a loan under section 12 of the Regulation and that the Loan Agreement constitutes an instrument prescribed under clause 247(3)(f) of the Education Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials shall approve.

3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.

4. The Loan shall be paid in equal semi-annual instalments of combined (blended) principal and interest over a 25-year amortization period on the specified dates set out in the amortization schedule attached as Schedule “B” to the Loan Agreement with the first interest payment on May 15, 2008 and thereafter semi-annual instalments to November 15, 2032 with the final payment on March 3, 2033 in each of the years during the currency of the Loan as set forth in Schedule “B” to the Loan Agreement. The Loan shall bear interest at the rate of 4.90% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the equal instalments of combined (blended) principal and interest payable on such days in each year of currency of the Loan as are set out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “B” to the Loan Agreement; but such amount shall be paid out of the Board's general revenue only to the extent required after taking into account funds available from other sources.
Banking Bylaw 7 – Good Places to Learn and Primary Class Size Projects – cont’d

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.

7. The proceeds of the Loan, shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose.

READ AND FINALLY PASSED this 12th day of February, 2008.

CHAIR

DIRECTOR OF EDUCATION

THAMES VALLEY DISTRICT SCHOOL BOARD
SCHEDULE “C” TO BY-LAW NUMBER 7
FORM OF THE LOAN AGREEMENT
BANKING BYLAW 8: LONG-TERM FINANCING FOR NEW PUPIL PLACE PROJECTS
(NEW PUPIL PLACE PROJECTS)
DECEMBER 18, 2008 TO NOVEMBER 15, 2028

THAMES VALLEY DISTRICT SCHOOL BOARD

BY-LAW NUMBER 8

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $19,179,667 pursuant to a loan agreement under section 12 of Ontario Regulation 466/97

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsections 242 (1) and 247 (3) of the Education Act, a district school board may by-law borrow money or incur debt for permanent improvements and may issue debentures or issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 12 of Ontario Regulation 466/97, as amended by Ontario Regulation 462/06 (the “Regulation”), provides that (1) a board may by-law borrow money for permanent improvements by way of a loan from the Ontario Financing Authority with an initial maturity of more than one year and that (2) a board that obtains a loan mentioned in subsection 12 (1) shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board (the “Board”), which under the Education Act constitutes a district school board, the Board has received funding under the program referred to as the New Pupil Places Program to fund capital projects with respect to instructional spaces at existing elementary and secondary schools, and to construct new elementary and secondary schools for the board, some of which projects are described in Schedule “A” attached to the Loan Agreement, as hereinafter defined (individually an “Eligible Project”, collectively the “Eligible Projects”) and each Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount of $9,179,667 under the said Loan Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project;

AND WHEREAS before the Board authorized each of the Eligible Projects and before authorizing additional cost amounts in respect of the Eligible Projects (if any), the Treasurer of the Board updated the Board’s most recent annual debt and financial obligation and liability limits as determined in accordance with the provisions of Ontario Regulation 472/98 and determined that the estimated annual amount payable by the Board in respect of each Eligible Project and each such additional cost amount (if any), would not cause the Board to reach or exceed its updated limits, with the result that the Board authorized each Eligible Project and each such additional cost amount (if any) without the prior approval of the Minister of Education referred to in section 4 of the Regulation;

AND WHEREAS the Board has in part financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account of the Board and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $19,179,667 (the “Loan”) pursuant to a loan agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan Agreement constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;
Banking Bylaw 8: New Pupil Places Projects – cont’d

NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan that is to be made available to the Board pursuant to the Loan Agreement on the basis that it constitutes a loan under section 12 of the Regulation and that the Loan Agreement constitutes an instrument prescribed under clause 247(3)(f) of the Education Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials of the Board shall approve.

3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.

4. The Loan shall be paid in instalments of combined (blended) principal and interest over a 20 year amortization period on the specified dates set out in Schedule “B” to the Loan Agreement with the first interest payment on May 15, 2009 and thereafter semi-annual instalments to November 15, 2028 in each of the years during the currency of the Loan as set forth in such schedule. The Loan shall bear interest at the rate of 5.054% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the instalments of combined (blended) principal and interest payable on such days in each year of the currency of the Loan as are set out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “B” to the Loan Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.

7. The proceeds of the Loan, shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the Education Act and the regulations made thereunder.
Banking Bylaw 8: New Pupil Place Projects – cont’d

READ AND FINALLY PASSED this 16th day of December, 2008.

CHAIR DIRECTOR OF EDUCATION

THAMES VALLEY DISTRICT SCHOOL BOARD
SCHEDULE "A" TO BY-LAW NUMBER 8
FORM OF LOAN AGREEMENT
BANKING BYLAW 9: LONG-TERM FINANCING FOR GOOD PLACES TO LEARN
ELIGIBLE PROJECTS AND PCS ELIGIBLE PROJECTS
(GOOD PLACES TO LEARN STAGE 2 AND PRIMARY CLASS SIZE PROJECTS)
MARCH 13, 2009 TO MARCH 13, 2034

THAMES VALLEY DISTRICT SCHOOL BOARD
BY-LAW NUMBER 9

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $13,800,106 pursuant to a loan agreement under section 12 of Ontario Regulation 466/97

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsections 242 (1) and 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue debentures or issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 12 of Ontario Regulation 466/97, as amended by Ontario Regulation 462/06 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan from the Ontario Financing Authority with an initial maturity of more than one year and that (2) a board that obtains a loan mentioned in subsection 12 (1) shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board (the “Board”), which under the Education Act constitutes a district school board, has undertaken urgent and high priority renewal projects at schools of the Board listed in any one or more of: (i) Appendix B of the document entitled “Good Places to Learn: Stage 1 Funding Allocation”; (ii) Appendix C of the document entitled “Good Places to Learn: Stage 2 Funding Allocation”; and (iii) Appendix B of the document entitled “Good Places to Learn: Stage 3 Funding Allocation”, some of which projects are described in Schedule “A” attached to the Loan Agreement, as hereinafter defined (individually a “GPL Eligible Project”, collectively the “GPL Eligible Projects”) and pursuant to Ontario Regulation 85/08, each GPL Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the Loan Agreement in respect of a single GPL Eligible Project, the term “GPL Eligible Projects” means that GPL Eligible Project;

AND WHEREAS the Board, which under the Education Act constitutes a district school board, the Board has undertaken capital projects required for primary class size reduction for the purpose of addressing the reduction in primary class size to 20 or fewer students, some of which projects are described in Schedule “A-1” attached to the Loan Agreement, as hereinafter defined (individually a “PCS Eligible Project”, collectively the “PCS Eligible Projects”) and each PCS Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the Loan Agreement in respect of a single PCS Eligible Project, the term “PCS Eligible Projects” means that PCS Eligible Project;

AND WHEREAS the GPL Eligible Projects and the PCS Eligible Projects are collectively referred to as the “Eligible Projects”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the Loan Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project;

AND WHEREAS before the Board authorized each of the Eligible Projects and before authorizing additional cost amounts in respect of the Eligible Projects (if any), the Treasurer of the Board updated the Board’s most recent annual debt and financial obligation and liability limits as determined in accordance with the provisions of Ontario Regulation 472/98 and determined that the estimated annual amount
payable by the Board in respect of each Eligible Project and each such additional cost amount (if any),
would not cause the Board to reach or exceed its updated limits, with the result that the Board authorized
each Eligible Project and each such additional cost amount (if any) without the prior approval of the
Minister of Education referred to in section 4 of the Regulation;

AND WHEREAS the Board has financed the Eligible Projects by way of temporary borrowing
from a financial institution or from a reserve account and the Board intends to borrow money from the
Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in
this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year
from the Ontario Financing Authority the principal amount of $13,800,106 (the “Loan”) pursuant to a loan
agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan Agreement
constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the
terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;

NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan that is to be made available to the Board pursuant to the
Loan Agreement on the basis that it constitutes a loan under section 12 of the Regulation and that
the Loan Agreement constitutes an instrument prescribed under clause 247(3)(f) of the Education
Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be
made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby
authorized to execute for and on behalf of the Board the Loan Agreement which provides for
installments of combined (blended) principal and interest as hereinafter set forth, substantially in the
form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing
Authority and as such authorized officials of the Board shall approve.

3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of
the Board are hereby each individually authorized generally to do all things and execute all other
documents, instruments and agreements in the name of the Board in order to give effect to the Loan
Agreement.

4. The Loan shall be paid in installments of combined (blended) principal and interest over a 25 year
amortization period on the specified dates set out in the amortization schedule attached as Schedule
“B” to the Loan Agreement with the first interest payment on May 15, 2009 and thereafter semi-
annual installments to November 15, 2033 with the final payment on March 13, 2034 in each of the
years during the currency of the Loan as set forth in such schedule. The Loan shall bear interest at
the rate of 5.062% on the outstanding principal amount owing thereunder from time to time from the
date thereof, which interest shall be payable in arrears as part of the equal installments of combined
(blended) principal and interest payable on such days each year of currency of the Loan as are set
out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during
the currency of the Loan, the Board shall provide in its estimates for each fiscal year for setting aside
out of its general revenue in the fiscal year the amount necessary to pay the principal and interest
coming due on the Loan in the fiscal year and, on or before each due date in each such year, the
Board shall pay out of its general revenue the principal and interest coming due on the Loan in the
year. Such sums of principal and interest payable on the Loan shall be provided for in accordance
with subsection 247(5) of the *Education Act*. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “B” to the Loan Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.

7. The proceeds of the Loan, shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the *Education Act* and the regulations made thereunder.

**READ AND FINALLY PASSED** this 24th day of February, 2009.

CHAIR

DIRECTOR OF EDUCATION

**THAMES VALLEY DISTRICT SCHOOL BOARD**

SCHEDULE “A” TO BY-LAW NUMBER 9

FORM OF LOAN AGREEMENT
THAMES VALLEY DISTRICT SCHOOL BOARD

BY-LAW NUMBER 10

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $12,837,180 pursuant to a loan agreement under section 12 of Ontario Regulation 466/97

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsections 242 (1) and 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 12 of Ontario Regulation 466/97 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan from the Ontario Financing Authority with an initial maturity of more than one year and that (2) a board that obtains a loan mentioned in subsection 12 (1) shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board (the “Board”), which under the Education Act constitutes a district school board, has received funding under the program referred to as the New Pupil Places Program to fund capital projects with respect to instructional spaces at existing elementary and secondary schools, and to construct new elementary and secondary schools for the board, some of which projects are described in Schedule “A” attached to the Loan Agreement, as hereinafter defined (individually an “Eligible Project”, collectively the “Eligible Projects”) and each Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount of $12,837,180 under the said Loan Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project;

AND WHEREAS before the Board authorized each of the Eligible Projects and before authorizing additional cost amounts in respect of the Eligible Projects (if any), the Treasurer of the Board updated the Board’s most recent annual debt and financial obligation and liability limits as determined in accordance with the provisions of Ontario Regulation 472/98 and determined that the estimated annual amount payable by the Board in respect of each Eligible Project and each such additional cost amount (if any), would not cause the Board to reach or exceed its updated limits, with the result that the Board authorized each Eligible Project and each such additional cost amount (if any) without the prior approval of the Minister of Education referred to in section 4 of Ontario Regulation 472/98;

AND WHEREAS the Board has in part financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account of the Board and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $12,837,180 the “Loan”) pursuant to a loan agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan Agreement constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;
NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan that is to be made available to the Board pursuant to the Loan Agreement on the basis that it constitutes a loan under section 12 of the Regulation and that the Loan Agreement constitutes an instrument prescribed under clause 247(3)(f) of the Education Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials of the Board shall approve.

3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.

4. The Loan shall be paid in instalments of combined (blended) principal and interest over a 17 year amortization period on the specified dates set out in Schedule “B” to the Loan Agreement with the first payment on May 17, 2010 and thereafter instalments to May 15, 2026 in each of the years during the currency of the Loan as set forth in such schedule, with the final payment on November 16, 2026. The Loan shall bear interest at the rate of 4.557% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the instalments of combined (blended) principal and interest payable on such days in each year of the currency of the Loan as are set out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “B” to the Loan Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.

7. The proceeds of the Loan, shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the Education Act and the regulations made thereunder.
BANKING BYLAW 10: New Pupil Places Projects – cont’d

READ AND FINALLY PASSED THIS 24TH DAY OF NOVEMBER, 2009.

CHAIR

DIRECTOR OF EDUCATION

THAMES VALLEY DISTRICT SCHOOL BOARD
SCHEDULE “A” TO BY-LAW NUMBER 10
FORM OF LOAN AGREEMENT
BANKING BYLAW 11: LONG-TERM FINANCING FOR GOOD PLACES TO LEARN ELIGIBLE PROJECTS AND PCS ELIGIBLE PROJECTS (GOOD PLACES TO LEARN, PROHIBITIVE TO REPAIR AND PRIMARY CLASS SIZE PROJECTS)
APRIL 14, 2010 TO APRIL 13, 2035

THAMES VALLEY DISTRICT SCHOOL BOARD
BY-LAW NUMBER 11

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $27,835,787 pursuant to a loan agreement under section 7 of Ontario Regulation 41/10

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsections 242 (1) and 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 7 of Ontario Regulation 41/10 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan from the Ontario Financing Authority with an initial maturity of more than one year and that (2) a board that obtains a loan mentioned in subsection 7 (1) shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board, which under the Education Act constitutes a district school board (the “Board”), has undertaken urgent and high priority renewal projects at schools of the Board listed in any one or more of: (i) Appendix B of the document entitled “Good Places to Learn: Stage 1 Funding Allocation”; (ii) Appendix C of the document entitled “Good Places to Learn: Stage 2 Funding Allocation”; (iii) Appendix B of the document entitled “Good Places to Learn: Stage 3 Funding Allocation”; and (iv) Appendix B of the document entitled “Good Places to Learn: Stage 4 Funding Allocation”, some of which projects are described in Schedule “A” attached to the Loan Agreement, as hereinafter defined (individually a “GPL Eligible Project”, collectively the “GPL Eligible Projects”) and pursuant to Ontario Regulation 155/09, each GPL Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single GPL Eligible Project, the term “GPL Eligible Projects” means that GPL Eligible Project;

AND WHEREAS the Board has undertaken Capital projects required for primary class size reduction for the purpose of addressing the reduction in primary class size to 20 or fewer students, some of which projects are described in Schedule “A-1” attached to the Loan Agreement, as hereinafter defined (individually a “PCS Eligible Project”, collectively the “PCS Eligible Projects”) and each PCS Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single PCS Eligible Project, the term “PCS Eligible Projects” means that PCS Eligible Project;
AND WHEREAS the Board has undertaken capital projects to retrofit and/or replace schools of the Board for which the cost of repair is prohibitive (which capital projects include the “deep retrofit” of the schools that are prohibitive to repair), named in Columns 3 and 4 opposite the name of the Board in Tables 23 & 24 of Ontario Regulation 155/09, some of which projects are described in Schedule “A-2” attached to the Loan Agreement, as hereinafter defined (individually a “PTR Eligible Project”, collectively the “PTR Eligible Projects”) and each PTR Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single PTR Eligible Project, the term “PTR Eligible Projects” means that PTR Eligible Project;

AND WHEREAS the GPL Eligible Projects, the PCS Eligible Projects and the PTR Eligible Projects are collectively referred to as the “Eligible Projects”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project;

AND WHEREAS the Board has in part financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account of the Board and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $27,835,787 (the “Loan”) pursuant to a loan agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;

NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan on the basis that it constitutes a loan under section 7 of the Regulation and authorizes the entering into of the Loan Agreement that is prescribed for the purposes of clause 247(3)(f) of the Education Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Vice-Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials of the Board shall approve.

3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.
4. The Loan shall be paid in instalments of combined (blended) principal and interest over a 25 year amortization period on the specified dates set out in Schedule “B” to the Loan Agreement with the first interest only payment on May 15, 2010 and thereafter instalments of combined (blended) principal and interest to November 15, 2034 in each of the years during the currency of the Loan as set forth in such schedule with the final payment on April 13, 2035. The Loan shall bear interest at the rate of 5.232 % on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the instalments of combined (blended) principal and interest payable on such days in each year of the currency of the Loan as are set out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule "B" to the Loan Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.

7. The proceeds of the Loan, shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the Education Act and the regulations made thereunder.

READ AND FINALLY PASSED this 23rd day of March, 2010

VICE - CHAIR 

DIRECTOR OF EDUCATION

THAMES VALLEY DISTRICT SCHOOL BOARD
SCHEDULE “A” TO BY-LAW NUMBER 11
FORM OF LOAN AGREEMENT
A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $50,279,679 pursuant to a loan agreement under section 7 of Ontario Regulation 41/10

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsection 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 7 of Ontario Regulation 41/10 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority and that (2) a board that obtains a loan described in section 7 of the Regulation shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board, which under the Education Act constitutes a district school board (the “Board”), has undertaken urgent and high priority renewal projects at schools of the Board listed in any one or more of: (i) Appendix B of the document entitled “Good Places to Learn: Stage 1 Funding Allocation”; (ii) Appendix C of the document entitled “Good Places to Learn: Stage 2 Funding Allocation”; (iii) Appendix B of the document entitled “Good Places to Learn: Stage 3 Funding Allocation”; and (iv) Appendix B of the document entitled “Good Places to Learn: Stage 4 Funding Allocation”, in accordance with the maximum allocations listed in columns 2, 3, 4 and 5, respectively, opposite the name of the Board in Table 25 of Ontario Regulation 196/10, some of which projects are described in Schedule “A” attached to the Loan Agreement, as hereinafter defined (individually a “GPL Eligible Project”, collectively the “GPL Eligible Projects”) and pursuant to Ontario Regulation 196/10, each GPL Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single GPL Eligible Project, the term “GPL Eligible Projects” means that GPL Eligible Project;

AND WHEREAS the Board, has undertaken capital projects required for primary class size reduction for the purpose of addressing the reduction in primary class size to 20 or fewer students, some of which projects are described in Schedule “A-1” attached to the Loan Agreement, as hereinafter defined (individually a “PCS Eligible Project”, collectively the “PCS Eligible Projects”) and each PCS Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single PCS Eligible Project, the term “PCS Eligible Projects” means that PCS Eligible Project;
BANKING BYLAW 12: Good Places to Learn, Prohibitive to Repair, Capital Priorities and Primary Class Size Projects – cont’d

AND WHEREAS the Board, has undertaken capital projects to retrofit and/or replace schools of the Board for which the cost of repair is prohibitive (which capital projects include the “deep retrofit” of the schools that are prohibitive to repair), named in Columns 3 and 4 opposite the name of the Board in Table 24 of Ontario Regulation 155/09, some of which projects are described in Schedule “A-2” attached to the Loan Agreement, as hereinafter defined (individually a “PTR Eligible Project”, collectively the “PTR Eligible Projects”) and each PTR Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single PTR Eligible Project, the term “PTR Eligible Projects” means that PTR Eligible Project;

AND WHEREAS the Board has undertaken capital projects involving capital projects to provide for construction projects described in Column 3 of Table 22.1 of Ontario Regulation 155/09, in the municipalities set out in Column 2 of that Table opposite the name of the Board, and under the CP Program has undertaken projects, some of which projects are described in Schedule “A-5” attached to the Loan Agreement, as hereinafter defined (individually a “CP Eligible Project”, collectively the “CP Eligible Projects”) and each CP Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single CP Eligible Project, the term “CP Eligible Projects” means that CP Eligible Project;

AND WHEREAS the GPL Eligible Projects, the PCS Eligible Projects, the PTR Eligible Projects and the CP Eligible Projects are collectively referred to as the “Eligible Projects”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project;

AND WHEREAS the Board has in part financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account of the Board and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $50,279,679 (the “Loan”) pursuant to a loan agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan Agreement constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;

NOW THEREFORE THE Thames Valley DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan on the basis that it constitutes a loan under section 7 of the Regulation and authorizes the entering into of the Loan Agreement that is prescribed for the purposes of clause 247(3)(f) of the Education Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of interest only and of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials of the Board shall approve.
3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.

4. The Loan shall be paid in instalments of interest only and of combined (blended) principal and interest over a 25 year amortization period on the specified dates set out in Schedule “B” to the Loan Agreement with the first interest only payment on May 15, 2011 and thereafter instalments of combined (blended) principal and interest to November 15, 2035 in each of the years during the currency of the Loan as set forth in such schedule with the final payment on March 11, 2036. The Loan shall bear interest at the rate of 4.833% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the instalments of interest only and of combined (blended) principal and interest payable on such days in each year of the currency of the Loan as are set out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for the setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “B” to the Loan Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.

7. The proceeds of the Loan, shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the Education Act and the regulations made thereunder.

READ AND FINALLY PASSED this 8th day of March, 2011.

CHAIR  DIRECTOR OF EDUCATION
BY-LAW NUMBER 13

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $2,211,553 pursuant to a loan agreement under section 7 of Ontario Regulation 41/10

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsection 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 7 of Ontario Regulation 41/10 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority and that (2) a board that obtains a loan described in section 7 of the Regulation shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board, which under the Education Act constitutes a district school board (the “Board”), has received funding under the program referred to as the New Pupil Places Program to fund capital projects with respect to instructional spaces at existing elementary and secondary schools, and to construct new elementary and secondary schools for the board, some of which projects are described in Schedule “A-7” attached to the Loan Agreement, as hereinafter defined (individually a “NPP Eligible Project”, collectively the “NPP Eligible Projects”) and each NPP Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single NPP Eligible Project, the term “NPP Eligible Projects” means that NPP Eligible Project;

AND WHEREAS the NPP Eligible Projects are collectively referred to as the “Eligible Projects”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project;

AND WHEREAS the Board has in part financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account of the Board and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $2,211,553 (the “Loan”) pursuant to a loan agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan Agreement constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;

NOW THEREFORE THE Thames Valley District School Board ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan on the basis that it constitutes a loan under section 7 of the Regulation and authorizes the entering into of the Loan Agreement that is prescribed for the purposes of clause 247(3)(f) of the Education Act.
BANKING BYLAW 13: New Pupil Places Projects – cont’d

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of interest only and of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule "A", with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials of the Board shall approve.

3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.

4. The Loan shall be paid in instalments of interest only and of combined (blended) principal and interest in the amounts and on the dates specified in Schedule "B" to the Loan Agreement with the final payment on November 15, 2036. The Loan shall bear interest at the rate of 3.970% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the instalments of interest only and of combined (blended) principal and interest payable on such days in each year of the currency of the Loan as are set out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for the setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule "B" to the Loan Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.

7. The proceeds of the Loan, shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the Education Act and the regulations made thereunder.

READ AND FINALLY PASSED this 22nd day of November, 2011.

CHAIR                      DIRECTOR OF EDUCATION
THAMES VALLEY DISTRICT SCHOOL BOARD
BY-LAW NUMBER 14

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $8,328,326 pursuant to a loan agreement under section 7 of Ontario Regulation 41/10

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsection 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 7 of Ontario Regulation 41/10 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority and that (2) a board that obtains a loan described in section 7 of the Regulation shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board, which under the Education Act constitutes a district school board (the “Board”) has participated in one or more programs referred to as the Consolidated Capital Programs (as described below) (the “Consolidated Capital Programs”) involving capital projects that are described in the Schedule(s) referred to in recital (d) of the Loan Agreement, as hereinafter defined (individually a “Consolidated Capital Eligible Project”, collectively the “Consolidated Capital Eligible Projects”) and each Consolidated Capital Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act, R.S.O. 1990, c.E2, as amended (the “Education Act”). In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Consolidated Capital Eligible Project, the term “Consolidated Capital Eligible Projects” means that Consolidated Capital Eligible Project;

AND WHEREAS the Consolidated Capital Programs include:

i. capital projects required for primary class size reduction (the “PCS Program”) for the purpose of addressing the reduction in primary class size to 20 or fewer students and under the PCS Program the Board has undertaken projects, some of which projects are described in Schedule “A-2” attached to the said Loan Agreement; and

ii. capital projects to provide for construction projects (the “CP Program”) described in Column 3 of Table 22.1 of Ontario Regulation 155/09, in the municipalities set out in Column 2 of that Table opposite the name of the Board, and under the CP Program has undertaken projects, some of which projects are described in Schedule “A-6” attached to the said Loan Agreement;

AND WHEREAS the Consolidated Capital Eligible Projects are collectively referred to as the “Eligible Projects”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project. The Consolidated Capital Programs are collectively referred to as the “Programs”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Program, the term “Programs” means that Program;
AND WHEREAS the Board has in part financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account of the Board and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $8,328,326 (the “Loan”) pursuant to a loan agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan Agreement constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;

NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:

1. The Board hereby authorizes the Loan on the basis that it constitutes a loan under section 7 of the Regulation and authorizes the entering into of the Loan Agreement that is prescribed for the purposes of clause 247(3)(f) of the Education Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of interest only and of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials of the Board shall approve.

3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.

4. The Loan shall be paid in instalments of interest only and of combined (blended) principal and interest over a 25 year amortization period on the specified dates set out in Schedule “B” to the Loan Agreement with the first interest only payment on May 15, 2012 and thereafter instalments of combined (blended) principal and interest to November 15, 2036 in each of the years during the currency of the Loan as set forth in such schedule with the final payment on March 9, 2037. The Loan shall bear interest at the rate of 3.564% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the instalments of interest only and of combined (blended) principal and interest payable on such days in each year of the currency of the Loan as are set out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for the setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “B” to the Loan Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.
6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board's general revenue or any other available funds.

7. The proceeds of the Loan shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the Education Act and the regulations made thereunder.

READ AND FINALLY PASSED this 21st day of February, 2012.

CHAIR

DIRECTOR OF EDUCATION

THAMES VALLEY DISTRICT SCHOOL BOARD
SCHEDULE "A" TO BY-LAW NUMBER 14
FORM OF LOAN AGREEMENT
BANKING BY-LAW NUMBER 15: LONG-TERM FINANCING FOR NEW PUPIL PLACES ELIGIBLE PROJECTS AND CONSOLIDATED CAPITAL ELIGIBLE PROJECTS
MAY 15, 2013 TO MARCH 19, 2038

A by-law to authorize a loan from the Ontario Financing Authority in the principal amount of $18,793,392 pursuant to a loan agreement under section 7 of Ontario Regulation 41/10

THAMES VALLEY DISTRICT SCHOOL BOARD

BY-LAW NUMBER 15

WHEREAS subsection 247 (1) of the Education Act R.S.O. 1990, c. E.2, as amended (the “Education Act”) and the regulations made thereunder, provides that, subject to any other provision of the Education Act and, specifically, the regulations made under subsection 247 (3) of the Education Act, a district school board may by by-law borrow money or incur debt for permanent improvements and may issue or execute any instrument prescribed under clause 247 (3) (f) of the Education Act in respect of the money borrowed or the debt incurred;

AND WHEREAS section 7 of Ontario Regulation 41/10 (the “Regulation”), provides that (1) a board may by by-law borrow money for permanent improvements by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority and that (2) a board that obtains a loan described in section 7 of the Regulation shall ensure that the proceeds of it are used for permanent improvements;

AND WHEREAS the Thames Valley District School Board, which under the Education Act constitutes a district school board (the “Board”), has undertaken capital projects with respect to instructional spaces at existing elementary or secondary schools, or to construct new elementary or secondary schools for the board, some of which projects are described in Schedule “A-1” attached to the Loan Agreement, as hereinafter defined (individually a “NPP Eligible Project”, collectively the “NPP Eligible Projects”) and each NPP Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single NPP Eligible Project, the term “NPP Eligible Projects” means that NPP Eligible Project;

AND WHEREAS the Board, has participated in one or more programs referred to as the Consolidated Capital Programs (as described below) (the “Consolidated Capital Programs”) involving capital projects that are described in the Schedule(s) referred to in recital (d) of the Loan Agreement, as hereinafter defined (individually a “Consolidated Capital Eligible Project”, collectively the “Consolidated Capital Eligible Projects”) and each Consolidated Capital Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the Education Act. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Consolidated Capital Eligible Project, the term “Consolidated Capital Eligible Projects” means that Consolidated Capital Eligible Project;

AND WHEREAS the Consolidated Capital Programs include:

(i) capital projects to provide for construction projects (the “CP Program”) described in Column 3 of Table 22.1 of Ontario Regulation 155/09, in the municipalities set out in Column 2 of that Table opposite the name of the Board, and under the CP Program has undertaken projects, some of which projects are described in Schedule “A-6” attached to the said Loan Agreement;

AND WHEREAS the NPP Eligible Projects and the Consolidated Capital Eligible Projects are collectively referred to as the “Eligible Projects”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project. The NPP Program and the Consolidated Capital
BANKING BYLAW 15: New Pupil Places and Consolidated Capital Projects  — cont’d

Programs are collectively referred to as the “Programs”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under the said Loan Agreement in respect of a single Program, the term “Programs” means that Program;

**AND WHEREAS** the Board has in part financed the Eligible Projects by way of temporary borrowing from a financial institution or from a restricted purpose revenue account (formerly referred to as a reserve account or a reserve fund account) of the Board and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of $18,793,392 (the “Loan”) pursuant to a loan agreement in the form attached hereto as Schedule “A” (the “Loan Agreement”) which Loan Agreement constitutes an instrument prescribed under clause 247 (3) (f) of the Education Act and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;

**NOW THEREFORE THE THAMES VALLEY DISTRICT SCHOOL BOARD ENACTS AS FOLLOWS:**

1. The Board hereby authorizes the Loan on the basis that it constitutes a loan under section 7 of the Regulation and authorizes the entering into of the Loan Agreement that is prescribed for the purposes of clause 247(3)(f) of the Education Act.

2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of interest only and of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials of the Board shall approve.

3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.

4. The Loan shall be paid in instalments of interest only and of combined (blended) principal and interest over a 25 year amortization period on the specified dates set out in Schedule “B” to the Loan Agreement with the first interest only payment on May 15, 2013 and thereafter instalments of combined (blended) principal and interest to November 15, 2037 in each of the years during the currency of the Loan as set forth in such schedule with the final payment of combined (blended) principal and interest on March 19, 2038. The Loan shall bear interest at the rate of 3.799% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the instalments of interest only and of combined (blended) principal and interest payable on such days in each year of the currency of the Loan as are set out in Schedule “B” to the Loan Agreement.

5. In accordance with the provisions of the Education Act and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for the setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the Education Act. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “B” to the Loan
BANKING BYLAW 15: New Pupil Places and Consolidated Capital Projects – cont’d

Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.

7. The proceeds of the Loan shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the Education Act and the regulations made thereunder.

READ AND FINALLY PASSED this 5th day of March, 2013.

__________________________________________  __________________________________________
CHAIR                                          DIRECTOR OF EDUCATION

THAMES VALLEY DISTRICT SCHOOL BOARD

SCHEDULE “A” TO BY-LAW NUMBER 15 [PLEASE
INSERT A FORM OF THE LOAN AGREEMENT]
APPENDIX A: Guidelines for Trustee Communications

1.0 Purpose
The Thames Valley District School Board recognizes that communications are an integral part of the role of its elected Trustees. Effective communications enhance the ability of Trustees to represent their constituency, encourage public participation, build understanding and consensus in the community, to relay information, and to promote student achievement and well-being. The intent of this guideline is to promote innovative, consistent, and appropriate communications between Trustees and their constituents. This guideline addresses written communication, verbal communication, communication tools and resources, appropriate communication protocol, and inappropriate communications.

2.0 Trustee Communication - Written
Trustee written communications may take place in a variety of forms including, but not limited to, trustee newsletters, mailed letters, email, and social media.

2.1 Trustee Newsletters
A Trustee Newsletter can be an effective tool for sharing information with constituents regarding the role of Trustees, Board policies, decisions made by the Board, Ministry of Education initiatives, Board events, recognition of student achievement, and resources that are beneficial to student well-being. Newsletters shall promote the vision and mission of the Thames Valley District School Board and should never reflect negatively on the Board, its staff, schools, or other Trustees. The communication must be presented as reflecting only the personal opinion of the individual Trustee and not an official Board document.

The content of newsletters are to be subject to editorial review by the Chair's committee prior to distribution and any expense associated with the newsletter is the responsibility of the Trustee and ineligible for reimbursement. Once approved for distribution, a copy of the newsletter shall be provided as information to the rest of the Trustees, the Director of Education, the Communications Department, relevant superintendents, and relevant principals.

2.2 Letters
From time-to-time a letter may be deemed an appropriate form of communication with constituents. Trustees may use Board letterhead to send congratulations, to provide special recognition of student achievement, or to thank a community member for a significant contribution that directly benefits student achievement and well-being. Any correspondence produced by a Trustee on Board-issued letterhead must be approved by the Chair of the Board prior to distribution.

2.3 Email
Email is the preferred form of communication with constituents, staff, and trustees. Expected procedures to be followed by a Trustee receiving a communication via email or by some other electronic means are:

- When an email is addressed to all Trustees, the Chair of the Board shall address the matter, and a courtesy copy (cc) of the response shall be provided to the other Trustees.
- When an email has been addressed to a member of staff, and copied to one or more Trustees, staff shall respond to the email and provide a courtesy copy (cc) of the response to each Trustee copied in the correspondence.
- Trustees should not respond to email correspondence on which they have been copied (cc'd), and should only respond to email correspondence sent directly to their attention. It is up to the trustee to touch base with the trustee secretary to ensure the email is directed to them.
- If an email comes to a Trustee from a constituent not from their area then it is to be forwarded to the Trustee(s) representing that area.
- Recognizing that email is not a secure vehicle of communication, Trustees shall never use email to communicate sensitive or confidential information.
- If a different form of contact other than email was used to communicate with a Trustee then it is appropriate for the Trustee to correspond with that means of communication while also relaying information via email to fellow Trustees and the appropriate Board Administrators.

2.4 Social Media

Social media refers to online technology tools that enable people and organizations to communicate, collaborate, and share information and resources over the internet. Examples include, but are not limited to, Facebook, Twitter, YouTube, Snap Chat, Periscope, Instagram, blogs, and websites.

- Board authorization is not required for a Trustee to open a personal or professional social media account.
- Trustees should use social media with the same level of professionalism and responsibility as they would when officially representing the Board.
- Online postings should remain positive - do not engage in negative or critical conversations online.
- Retweets, likes, and favourites could be perceived as endorsements - always check before sharing.
- Search hashtags (#) before using them to ensure they are appropriate and positive.
- Photos are a great way to highlight what is happening at the Board but identifiable photos should only be used if those students in the photograph, or parents of those students, have given informed written consent.
- Accounts should be updated and monitored regularly and offensive material must be removed within 24 hours of notice.
- Be mindful of the TVDSB policy on equity and inclusive education and the Ontario Human Rights Code when posting content and all Board policies and other regulations.
- Gathering information for social media use should not be disruptive in any public meeting or event.
- In accordance with the Municipal Freedom of Information and Protection of Privacy Act, Trustees shall not divulge personal information related to the Board’s students or staff.

3.0 Trustee Communication - Verbal

Trustee verbal communications may take place in a variety of forms including, but not limited to, individual communications and public speaking, video messaging, and media relations.

3.1 Individual Communications and Public Speaking

Trustees will communicate in one-on-one conversations with individual constituents, through interviews with the media, and to public gatherings at school and community events. These communications can be an effective way to promote the Thames Valley District School Board mission and vision to others and to promote student achievement and well-being. Requests for official communications should come through the Chair.
• When speaking, Trustees should communicate as clearly, and as accurately as possible.
• As a general rule, the Chair of the Board, will speak for the Board unless delegated by the Chair to a fellow Trustee.
• Consistent with Board Bylaws, individual trustees shall uphold decisions of the Board even if they personally disagree, and must be able to explain the rationale for the decision.
• When conveying a personal statement the Trustee must identify it as a personal opinion and not the opinion of the Board.
• Trustees shall not communicate as individuals about student or staff discipline or matters of negotiation unless designated by the Chair to do so.
• In accordance with the Municipal Freedom of Information and the protection of Privacy Act, Trustees shall not divulge personal information related to the Board's students or staff.
• Any public statement should aim to promote student achievement and well-being in the Board. Public statements should avoid criticism of the intentions or actions of other Trustees, staff, parents, or students. Public statements should be consistent with the Board's mission and vision.

3.2 Video Messages

A Trustee video message can be an effective tool for sharing information with constituents regarding the role of Trustees, Board policies, decisions made by the Board, Ministry of Education initiatives, Board events, recognition of student achievement, and resources that are beneficial to student well-being. The video message shall promote the vision and mission of the Thames Valley District School Board and should never reflect negatively on the Board, its staff, schools, the Ministry of Education, or other Trustees. The communication must be presented as reflecting only the personal opinion of the individual Trustee.

The content of a video message is subject to editorial review by the Chair’s committee prior to distribution. The expense is the responsibility of the Trustee making the video message and is ineligible for reimbursement. Once approved, a copy of the video message shall be provided as information to Trustees, the Director of Education, the Communications Department, superintendents, and principals, as appropriate.

3.3 Media Relations

Trustees may be contacted by media officials. The following should be kept in mind when responding to media requests:

• Only the Chair of the Board or their designate will act as the official spokesperson for the Board although this does not bar Trustees from speaking to the media.
• When speaking or corresponding with the media, individual Trustees shall not present an opinion as the position of the Board, unless they have been authorized to speak on the subject by the Chair of the Board.
• When speaking or corresponding with the media, individual Trustees shall uphold the decision of the Board and the implementation of any Board resolution once it has been passed.
• When speaking with the media, individual Trustees should clearly identify as personal opinions any statement or positions that are not necessarily those of the Board.
• At a minimum, a Trustee contacted by the media should inform the Chair, the Trustee Secretary, and Director’s Secretary, of an interview, if the Trustee will be commenting on system-wide issues.
4.0 Communication Tools and Resources

Recognizing that communication is an essential component of a Trustee’s role and responsibilities Board-issued letterhead and business cards will be made available to each Trustee to assist them in this regard.

4.1 Board-Issued Letterhead

Upon request, each Trustee will be provided with Board-issued letterhead.

4.2 Board-Issued Business Cards

A supply of business cards will be issued to each Trustee. Board-issued business cards are to be used for the purpose of identifying the individual Trustee as a member of the Board, and as such, any contact information identified on the business card shall be consistent with the Trustee’s Board contact information and should not correspond with a Trustee’s business contact information.

5.0 Appropriate Communication Protocol

Trustees are often contacted by parents with concerns about their child’s education. Trustees must always encourage parents to follow the appropriate communication protocol. Refer to the Public Concerns Policy and Resolving Public Concerns Procedure.

6.0 Inappropriate Communications

Inappropriate communications or social media posts will be subject to review by the Chair’s Committee. Trustees may be subject to feedback, warning, or discipline, as recommended by the Chair’s Committee to the Board under the current Trustee Code of Conduct procedures found in the Bylaws.
APPENDIX B
ELECTRONIC VOTING GUIDELINES

1.0 An electronic vote (e-vote) of the Board may be used to deliberate a question requiring a decision before the next meeting of the Board and generally is used when debate is not anticipated.

Bylaw 4.12 provides a means by which the Board may meet to deliberate a question of significance and/or allow debate.

Despite the above, any member may call for the debate of a question put forward electronically (See Calling for Debate) or may request additional information (See Request for Additional Information).

1.1 The call for an e-vote is sent to all voting Trustees via e-mail by the Supervisor-Corporate Services (or designate).

1.1.1 The Chair, or their designate, shall develop the time frame for the e-vote.

1.1.2 Each motion must be made in a separate email. The subject line must include the word “Motion”.

1.1.3 Notice includes:
   • the name of the mover and seconder of the motion;
   • the motion;
   • any supporting documentation for the e-vote; and
   • the time frame for the e-vote

1.2 Votes of ‘yea’, ‘nay’, or ‘abstain’ are returned to and recorded by the Supervisor-Corporate Services.

1.2.1 Trustees not responding to the call for an e-vote are recorded as “no response”.

1.2.2 Where the number of “no responses” precludes the ability to make a decision on the vote, the Chair may extend the time frame for the vote. A second call for an e-vote is sent.

1.2.3 Similarly, the Supervisor-Corporate services may send out a reminder e-mail or may telephone Trustees.

1.3 The motion is passed by majority vote of the membership (7 votes).

1.4 The result of the e-vote is communicated to all Trustees by the Supervisor-Corporate Services, including the number of e-votes cast for and against the motion.

1.5 The Supervisor-Corporate Services shall prepare a report to be entered into the minutes of the next regular meeting (whether in public or in camera as appropriate) under Chairs’ Announcements.

Calling for Debate

1.6 A Trustee may call for a debate on the question by using the “Reply All” to the e-mail and asking for an opportunity to debate the question.

The call for debate must be within the time frame stipulated for the e-vote.
1.7 Once a call for a debate has been received, all e-voting is suspended.

1.8 In consultation with the Chair (or designate), the Supervisor-Corporate Services will schedule a teleconference for a set time.

   1.8.1 A record of the teleconference shall be taken by the Supervisor-Corporate Services (or designate).

   1.8.2 The Chair (or designate) will call for a vote on the question once debate has concluded.

   1.8.3 Trustees not participating in the teleconference will be e-mailed the summary record of the teleconference and the vote count of those participating. Sections 1.1 to 1.5 apply.

1.9 In consideration of the debate:

   1.9.1 Any Trustee may withdraw a vote if made previous to the teleconference. The withdrawal and revised vote must be within the time frame stipulated for the e-vote.

Requests for Additional Information

2.0 A Trustee may request additional information on the question by using the “Reply All” to the e-mail and stating their query.

   The request for additional information must be within the time frame stipulated for the e-vote.

2.1 The Chair (or their designate) shall respond to the request for additional information.

   2.1.1 Depending on the query, the Chair may call for a teleconference. Section 1.8 applies.

2.2 In consideration of the additional information:

   2.2.1 Any Trustee may withdraw a vote if made previous to the receipt of the additional information. The withdrawal and revised vote must be within the time frame stipulated for the e-vote.

   2.2.2 Any Trustee may call for a debate on the question. Sections 1.6 to 1.9 apply.