



**DISTRICT SCHOOL BOARD
ONTARIO NORTH EAST**

Policy No. 1.2.32

Section: System Policies and Procedures

**Related References: *Education Act,*
*Sections 217 and 286***

Appendices: A,B,C, D

Approved: June 7, 2011

Revised:

TITLE: CONFLICT OF INTEREST POLICY

1.0 Rationale:

- To establish the parameters for employee conduct regarding possible conflict of interest situations.
- To provide guidelines for the Board employees concerning conflict of interest regulations in accordance with the Education Act, sections 217 and 286

2.0 Definitions:

Conflict of Interest encompasses situations in which the personal or private interests of an employee (or the employee's family or business associate) conflict with the interests of the Board or when there is a reasonable basis for the perception of such conflict.

Community partners: Members of school councils, parent councils, student councils and volunteers.

Immediate family: A spouse (including common-law or same-sex), child, sibling, parents, spouses' parents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-child, step-sister, step-brother, step-parent, any other person who is related by blood, marriage or adoption or who resides in the same household.

3.0 Policy:

- 3.1 Employees of the Board occupy a position of great public trust and they are expected to conduct business with personal integrity, Ethics, honesty and diligence in the performances of their duties.
- 3.2 Employees shall support and advance the interests of the Board and to avoid placing themselves in situations where their personal interests actually or potentially conflict with the interests of the Board or may affect their ability to exercise skill and good judgment on behalf of the Board in the performance of their duties.
- 3.3 Where employees (or their family members) have a personal or financial interest that might present a conflict of interest in connection with their duties as Board employees, they shall report this conflict, in writing, to their Director of Education or Superintendent of Business & a log will be maintained by both.
- 3.5 Where employees are family members or business associates and one employee has or may have a supervisory responsibility in respect to the other, each shall report their conflict, in writing, to the Director of Education/designate. The Director will determine a solution.
- 3.6 An employee who fails to comply with the terms of this policy and the operational procedure may be subject to disciplinary action up to and including dismissal.

PROCEDURES:

- 1.1 An employee who has a connection to or relationship with an external organization or business including a supplier or promoter of products or services to the Board) must avoid any situation in which that connection or relationship may influence or reasonably be perceived to influence the employee in the performance of his or her duties.
- 1.2 Employees of the Board shall not sell any materials, supplies, or service to the Board, nor shall they have a direct interest in a company that sells material, supplies or services to the Board.
- 1.3 Employees of the Board shall not purchase or recommend that any materials, supplies or service be purchased on behalf of the Board from a company in which a Board Employee has a direct or indirect interest.
- 1.4 Employees of the Board who are in a position to hire full- time, part-time, occasional, contract or summer staff/students will not hire members of their immediate family or extended family to work for them directly or indirectly.
- 1.5 An employee shall ensure there is no participation in the hiring process when the employee and prospective employee are family members or close associates.
- 1.6 Employees will not seek positions where one family member may have a direct supervisory role over another family member or close associate.
- 1.7 Where there is a situation where an employee may have a direct supervisory role over another family member or close associate as a result of circumstances ranging from the implementation of collective agreement to change in status within a worksite, each employee shall report this conflict in writing to the Director of Education or Superintendent of Business who will determine if any action is required.
- 1.8 Employees may accept infrequent and reasonable hospitality, or business gifts of a small intrinsic value. The frequency and nature of gifts or hospitality shall not be allowed to be such that the recipient might be, or might be deemed by others, to have been influenced in making a business decision as a consequence of accepting such gift or hospitality. The absence of actual and perceived influence is of particular importance leading up to and during the tendering and/or proposal process for products and/ or services.
- 1.9 Employees of the Board shall not engage in any outside work or undertaking that: interferes with the performance of his/her duties for the Board; occurs during the individual's normal working hours; whether voluntary or for payment without approval from the Director of Education. The Director of Education will maintain a log.

- 1.10 Employees of the Board shall not use or lend Board property of any kind for activities not associated with the discharge of their responsibilities without the prior approval of their supervisor; see Appendix A
 - (i) Officials responsible for facilities and supplies and services shall render a monthly account/invoice for private use or services to such employees/communities as may have used the facilities or supplies or services.
- 1.11 Employees of the Board shall not give preferential treatment to relatives, personal friends or to organizations in which they or their relatives have an interest, financial or otherwise.
- 1.12 Employees of the Board shall not release to unauthorized persons information related to personnel matters, matters under negotiation, litigation or potential litigation or any other confidential information to which they have access only by virtue of their employment, where the release of the information may be prejudicial to the Board or potentially infringe on the privacy of others.
- 1.13 Employees of the Board shall not, during or after employment with the Board, use their positions or knowledge derived there from, confidential information, Board time and/or facilities, for their personal or private financial gain or other benefit or for that of their friends, relatives or private associations (i.e. special interest groups, etc) or harm the Board in any way.
- 1.14 Tutoring: It is not considered appropriate for teachers to tutor their own students for pay, but there is no objection to their tutoring students from other schools when requested to do so. The name of a tutor may be suggested if requested by the parent/guardian of the student(s).
- 1.15 Principals and managers must make the Board's Policy on Conflict of Interest available to all employees and must discuss the entire policy and procedure with their employees. Principals and managers who need assistance in interpreting such may consult their Superintendent or the Director of Education.

APPENDIX A

Excerpts From the *Education Act*, R.S.O. 1990, CHAPTER E.2

Section 217. (1) **Promotion or sale of books, etc., by employees of board or Ministry to board, pupil, etc., prohibited.**--No teacher, supervisory officer or other employee of the board or of the Ministry shall, for compensation of any kind other than his or her salary as such employee, promote, offer for sale, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any board, provincial school or teachers' college, or to any pupil enrolled therein.

(2) **Exception for authors.**--Subsection 1 does not apply to a teacher, supervisory officer or other employee of the board in respect of a book or other teaching or learning materials of which he or she is an author where the only compensation that he or she receives in respect thereof is a fee or royalty thereon.

(3) **Employment of employee of board or Ministry to promote sale of books, etc, to board, pupil, etc., prohibited.**--No person or organization or agent thereof shall employ a teacher, supervisory officer or other employee of the board or of the Ministry to promote, offer for sale or sell, directly or indirectly any book or other teaching or learning materials, equipment, furniture, stationery or other article to any board, provincial school or teachers' college, or to any pupil enrolled therein, or directly or indirectly give or pay compensation to any such teacher, supervisory officer or employee for such purpose.

(4) **Penalty.**--Every person who contravenes any provision of subsection (1) or (3) is guilty of an offense and on conviction is liable to a fine of not more than \$1,000.

Section 286 (4) **Full-time position.**--Except as otherwise provided by this Act or the regulations, a supervisory officer shall not, without the approval of the Minister, hold any other office, have any other employment or follow any other profession or calling, during his tenure as a supervisory officer.



THIS LONG AGREEMENT MADE THE ____ DAY OF _____, 2011

For Projects Over \$2,500.00

BETWEEN:

NAME
Address
City, Province
Postal Code
Phone Number

(Hereinafter called
The "Owner")

AND:

District School Board Ontario North East

153 Croatia Avenue
Schumacher, Ontario
P0N 1G0
P.O. Box 1020
Timmins, Ontario
P4N 7H7
(705) 360-1151

(Hereinafter called
The "Contract Manager")

1. BACKGROUND

WHEREAS

AND WHEREAS

AND WHEREAS the District School Board Ontario North East, as part of its mandate of delivery of education services, operates a Broad-Based Project involving students and instructors (Hereinafter called the "services");

AND WHEREAS the Owner wishes to engage the services of the Contract Manager to provide services through its Broad-Based Project to assist in the (*Project Name*);

NOW THEREFORE in consideration of the mutual promises and covenants hereinafter contained, and the sum of ONE DOLLAR (\$1.00), receipt and sufficiency of which is hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. The Contract Manager agrees to provide to the Owner, through its Broad-Based Project, the services hereinafter set out subject to the terms and conditions of the Agreement herein and for the consideration set out in the Agreement herein, and subject always to provision that all terms contained in this Agreement may be amended by the parties hereto at any time or times so long as such Amendments or Agreements are in writing and are executed by both parties.
2. The Owner hereby retains the contract Manager to perform the services set out herein through the Broad-Based Project of the Contract Manager in connection with the (*Project Name*) of the Owner.
3. The Owner and the Contract Manager agree that the (*Project Name*) shall proceed in accordance with the Schedule attached as Appendix "A" hereto together with any Amendments thereto, all of which shall be signed by the Owner and the Contract Manager and shall form part of this Agreement.
4. The Contract Manager shall provide to the Owner the following services:
 - 4.1 counselling, advice and expertise in connection with all aspects of the construction both prior to and during actual (*Project Name*);
 - 4.2 supply cost estimates for the construction including, if requested, contacting and securing quotations from individual suppliers of services or materials required for the construction;
 - 4.3 as agent of the owner, and subject always to the prior approval of the Owner, retaining individual contractors for the supply of services or materials necessary for the (*Project Name*) should these be necessary;
 - 4.4 the provision of labour required for the construction through the Broad-Based Project;
 - 4.5 to assist and advise the Owner in connection with compliance with all registered restrictions running with the land as well as all federal, provincial and municipal statutes, rules, regulations, by-laws, building codes, subdivision agreements, site plan or site control or any other lawful authority which may be applicable to the (*Project Name*);

- 4.6 to ensure and confirm that the owner obtains all necessary permits or approvals from all relevant authorities;
 - 4.7 to ensure that all work on the construction is performed in good and workmanlike manner by the Broad-Based Project and by all contractors providing materials or a service to the Owner in connection with the (*Project Name*), and further, to ensure that the Owner has all work duly tested and approved by all relevant bodies including hydro and gas utilities, and any other governmental authority having jurisdiction in the (*Project Name*);
 - 4.8 to provide managerial expertise throughout the construction, to co-ordinate the supply of materials and services throughout the course of the construction so as to minimize any delay and to maximize the efficiency and economy of the construction; and
 - 4.9 to meet with the Owner as often as may reasonably be necessary throughout the (*Project Name*) and to keep the Owner fully informed and advised at all times of the status of progress of the construction and any other matter relevant thereto.
5. In the event the owner request a change from the original plans and specifications during the course of construction, any such change shall be made in writing in the form of a Change Order which shall state the change being made, the cost difference to perform such change either as credit or an extra and shall be signed and dated by both parties. Thereupon, such Change order shall be deemed to be incorporated as an Amendment to the original plans and specifications and the cost difference shall be deemed to be an Amendment to the initial cost estimate of the construction.
 6. The Owner shall not enter onto the property between the course of construction unless accompanied by a representative of the Contract Manager unless special permission has been granted by the Contract Manager. The Contract Manager agrees to contact the Owner for inspections during certain stages of construction so that the Owner is satisfied with the material and workmanship incorporated into the dwelling. In the event the Owner is not satisfied with any portion of the work and/or material, the Owner shall inform the Contract Manager in writing within 24 hours after the time of inspection in order that the Contract manager may make arrangements to correct the unsatisfactory work or replace the unsatisfactory material prior to any further work progressing. Otherwise, all work and materials incorporated into the dwelling shall remain as installed.

7. The Contract Manager and the owner acknowledge that the schedule of construction is estimated to occupy ___ school weeks starting _____, 20__ and ending on _____, 20__ . The Contract Manager agrees to adhere to such estimated schedule of construction but, in the event of delay by

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reason of weather or soil conditions, strikes, lockouts, fire, the elements, riots, war, unusual delay by common carriers, unavoidable casualties or acts of god, the time for completion of the dwelling may be extended to allow sufficient time to overcome the reason for such delay and the Contract Manager shall not be held responsible for any loss or damage resulting there from.

8. The Owner and Contract Manager acknowledge that the Owner shall provide and pay for all materials required for the purpose of (*Project Name*) and shall have such materials available and on site at the time or times such materials are required by the Contract Manager. The Owner may enter into contracts with other suppliers of services for purposes of the construction of the dwelling. At all times, the Owner shall comply with the requirements of the Construction Lien Act and maintain appropriate holdbacks as required under the said Act. In the event that any construction Liens are registered against Title to the Property, the Owner agrees to take such steps as may be reasonably necessary to effect the removal of such Lien Claims. Any delay to the schedule of construction resulting from registration of Claims for Lien shall be the responsibility of the Owner.
9. The Owner shall pay to the Contract Manager for its services, a fee in the amount of \$_____ excluding any application taxes thereon, such amount to be paid upon the execution of this Agreement. The Contract Manager shall provide _____ work weeks of services through the Broad-Based Project in the construction of the dwelling in accordance with Appendix "A" and the terms of this Agreement in consideration for such sum.
10. The Owner shall maintain adequate general liability and a builder's risk policy of insurance during the entire course of construction.
11. The Contract Manager shall not be held responsible for extra costs or delays incurred as the result of:
- 11.1 high water tables, bedrock or other large foreign debris uncovered during the excavation;
 - 11.2 poor soil conditions or damages caused by such conditions;
 - 11.3 normal wear and tear after completion;
 - 11.4 normal shrinkage of materials caused by drying after construction;

- 11.5 damage caused by dampness or condensation due to failure by the Owner to maintain adequate ventilation or heat;
- 11.6 alterations, deletions or additions made by the Owner and not approved by the Contract Manager;
- 11.7 subsidence of land around the building or along utility lines;
- 11.8 damage resulting from an act of God;
- 11.9 damaged caused by insects or rodents;
- 11.10 damage caused by municipal services or other utilities.
12. This Agreement is personal to the Owner and the Contract Manager and may not be assigned without their mutual consent.
13. There is no representation, warranty, collateral agreement or condition affecting the Agreement except as contained herein. This Agreement may not be amended other than in writing signed or initialed by both parties.
14. The parties acknowledge that, for the purposes of this Agreement, the Contract Manager is not a builder/vendor within the meaning of the Ontario New Home Warranties Plan Act, RSO 1990 and further acknowledge that there is no warranty under the said Act (HUDAC Warranty) nor does the Contract Manager give any other Warranty, saving always any Warranty that may exist in law.
15. The Owner acknowledges and agrees that they are solely responsible for payment of all invoices, statements, accounts and charges for permits, licenses, fees, materials, services or work relating to the construction of the dwelling on the realty. The Owner agrees to make all such payments in a timely fashion. Should the Contract Manager receive any such invoices, statements, accounts, bill of charges, it shall forthwith deliver same to the Owner. The Contract Manager, at the request of the Owner, shall confirm whether any particular demand for payment is proper or improper and advise the Owner thereon.
16. This Agreement shall be read with all changes of gender or number required by the context. This Agreement and any provisions of it shall at all times be construed in accordance with the laws of the Province of Ontario. Unless otherwise specified, this Agreement shall be binding upon the heirs, executors, successors and assigns of the parties hereto.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness

(Name)

Witness

(Name)

**District School Board Ontario
North East**

Witness

Per: _____
Chair

Witness

Per: _____
Director of Education



THIS SHORT AGREEMENT MADE THE ____ DAY OF _____, 2011

For Projects less than \$2,500.00

BETWEEN:

NAME
Address
City, Province
Postal Code
Phone Number

(Hereinafter called
The "Owner")

AND:

District School Board Ontario North East

153 Croatia Avenue
Schumacher, Ontario
P0N 1G0
P.O. Box 1020
Timmins, Ontario
P4N 7H7
(705) 360-1151

(Hereinafter called
The "Contract Manager")

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 - 3.2 supply cost estimates for the construction including, if requested, contacting and securing quotations from individual suppliers of services or materials required for the construction;
 - 3.3 as agent of the owner, and subject always to the prior approval of the Owner, retaining individual contractors for the supply of services or materials necessary for the (*Project Name*) should these be necessary;
 - 3.4 the provision of labour required for the construction through the Broad-Based Project;
 - 3.5 to assist and advise the Owner in connection with compliance with all registered restrictions running with the land as well as all federal, provincial and municipal statutes, rules, regulations, by-laws, building codes, subdivision agreements, site plan or site control or any other lawful authority which may be applicable to the (*Project Name*);
 - 3.6 to ensure and confirm that the owner obtains all necessary permits or approvals from all relevant authorities;
 - 3.7 to ensure that all work on the construction is performed in good and workmanlike manner by the Broad-Based Project and by all contractors providing materials or a service to the Owner in connection with the (*Project Name*), and further, to ensure that the Owner has all work duly tested and approved by all relevant bodies including hydro and gas utilities, and any other governmental authority having jurisdiction in the (*Project Name*);

- 3.8 to provide managerial expertise throughout the construction, to co-ordinate the supply of materials and services throughout the course of the construction so as to minimize any delay and to maximize the efficiency and economy of the construction; and
 - 3.9 to meet with the Owner as often as may reasonably be necessary throughout the (*Project Name*) and to keep the Owner fully informed and advised at all times of the status of progress of the construction and any other matter relevant thereto.
4. In the event the owner request a change from the original plans and specifications during the course of construction, any such change shall be made in writing in the form of a Change Order which shall state the change being made, the cost difference to perform such change either as credit or an extra and shall be signed and dated by both parties. Thereupon, such Change order shall be deemed to be incorporated as an Amendment to the original plans and specifications and the cost difference shall be deemed to be an Amendment to the initial cost estimate of the construction.
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7. The Owner shall pay to the Contract Manager for its services, a fee in the amount of \$_____ excluding any application taxes thereon, such amount to be paid upon the execution of this Agreement. The Contract Manager shall provide _____ work weeks of services through the Broad-Based Project in the construction of the dwelling in accordance with Appendix "A" and the terms of this Agreement in consideration for such sum.
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 - 9.1 high water tables, bedrock or other large foreign debris uncovered during the excavation;
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13. The Owner acknowledges and agrees that they are solely responsible for payment of all invoices, statements, accounts and charges for permits, licenses, fees, materials, services or work relating to the construction of the dwelling on the realty. The Owner agrees to make all such payments in a timely fashion. Should the Contract Manager receive any such invoices, statements, accounts, bill of charges, it shall forthwith deliver same to the Owner. The Contract Manager, at the request of the Owner, shall confirm whether any particular demand for payment is proper or improper and advise the Owner thereon.
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**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness

(Name)

Witness

(Name)

**District School Board Ontario
North East**

Witness

Per: _____
Principal

Witness

Per: _____
Teacher