

LEARNING NETWORK EDUCATIONAL SERVICES

The Society for Professional Development
and Educational Exchange



- **Operational Policy Manual**
- **By-Laws**

May 30, 2017

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LEARNING NETWORK EDUCATIONAL SERVICES, THE SOCIETY FOR PROFESSIONAL DEVELOPMENT AND EDUCATIONAL EXCHANGE

In 1995, Alberta Education authorized the formation of six professional development consortia. Learning Network was created and headquartered at the University of Alberta in Edmonton under the guidance of its first Executive Director, Earl Choldin. Learning Network Educational Services, The Society for Professional Development and Educational Exchange was incorporated under the Societies Act for Alberta on August 6, 1998. The purpose of the society is to provide professional development to teachers, support staff and parents. Learning Network serves the educators in North Eastern Alberta, including the following jurisdictions:

Buffalo Trail Public Schools #28
Conseil Scolaire Centre-Est #3
East Central Alberta Catholic Schools #16
Lakeland Catholic Schools #150
Lloydminster Catholic Schools #89
Lloydminster Public Schools #1753
Northern Lights Public Schools #69
St. Paul Education Regional Division #1
Saddle Lake Cree Nation
Tribal Chiefs Education Foundation.

Learning Network Educational Services, The Society for Professional Development and Educational Exchange currently receives the majority of its funding from Alberta Education and is accountable to provide an annual report highlighting the Society's support for curriculum implementation. This report is updated annually and a digital copy made available on its website.

LEARNING NETWORK EDUCATIONAL SERVICE AND THE ALBERTA REGIONAL PROFESSIONAL DEVELOPMENT CONSORTIA

Background

Learning Network Educational Services is a member of the Alberta Regional Professional Development Consortia. The Alberta Regional Professional Development Consortia (ARPDC) is a provincial initiative and dedicated to promoting student learning and achievement, school improvement, and parental engagement in the educational process through the provision of professional learning opportunities at the local, regional and provincial levels.

- 1.1 The Executive Director provides updates to the Board of Directors on the activities and decisions of ARPDC.
- 1.2 The Executive Director attends meetings and events organized by ARPDC as required. Expenses, when incurred, are applied to the appropriate organization.
- 1.3 The Executive Director commits funds to ARPDC operations and/or events with a motion of the Board of Directors.
- 1.4 ARPDC decisions or directives do not supersede the decisions or directives of Learning Network Educational Services.

PLANNING and COORDINATION

Background

Planning is an essential part of ensuring that Learning Network Educational Services meets its mandate and provides high quality, timely and relevant professional development to its stakeholders. Learning Network Educational Services assumes a service model of delivery. Detailed planning ensures the organization's resources are used in the best possible ways to meet the professional development needs of all stakeholders.

The Executive Director is required by the Board to prepare an operational plan that aligns with the Alberta Education Curriculum Implementation Plan and input from the stakeholder jurisdictions. The plan is a living document responsive to stakeholder needs. An update is provided during the Annual General meeting.

Procedures

1. Planning Guidelines

- 1.1 Learning Network Educational Services provides professional development for all stakeholders, including professional staff, support staff members, School Councils and others.
- 1.2 The planning process will incorporate priorities identified by Alberta Education and the member jurisdictions.
- 1.3 The Executive Director will establish a process to include stakeholder input into the planning cycle.
- 1.4 Learning Network Educational Services plan shall reflect the provincial funding framework allowance and targeted curriculum implementation grants and identified priority areas.
- 1.5 The Executive Director shall submit the professional development plan to the Board for approval at the first meeting of the school year.
- 1.6 The Executive Director shall prepare a communication strategy to share the professional development plan and minimally post it to Learning Network Educational Services website.
- 1.7 The Executive Director is the key contact with the Alberta Regional Professional Development Consortia. The Executive Director represents and advances the interests of Learning Network Educational Services at the provincial level.

PUBLIC REPORTING and ACCOUNTABILITY

Background

Learning Network Educational Services Board believes in accountability and transparency. In addition, Alberta Education requires Learning Network Educational Services Educational Services to prepare an annual report. Learning Network Educational Services recognizes and values the need to communicate and be accountable to its stakeholders.

Procedures

1. The annual report shall contain:
 - 1.1 A copy of the professional development programs offered;
 - 1.2 Summary staff and notable presenters;
 - 1.3 Evaluation highlights
 - 1.4 Outline challenges and recommendations
 - 1.5 Budget expenses, priorities and highlights;

The annual report shall fairly and accurately represent the activities of Learning Network Educational Services Educational Services over the past year.

2. The annual report shall report on measures used to evaluate the performance of Learning Network Educational Services Educational Services and the results achieved.
3. The annual report shall be a foundation document in developing the next professional development plan and identifying strategies for implementing and achieving improvements.
4. The format for reporting mandatory measures shall comply with expectations specified by Alberta Education.
5. The Executive Director shall ensure that an annual report is prepared for Board approval and submitted to Alberta Education prior to December 31 in a form that meets all requirements.
6. The annual report shall be made available on Learning Network Educational Services website.

POLICY AND PROCEDURES DISSEMINATION

Background

The Executive Director has been given the responsibility for implementing policy and procedures, which have been approved by Learning Network Educational Services Board of Directors.

Procedure

1. The Executive Director will ensure that Learning Network Educational Services policies are available on Learning Network Educational Services web page.
2. The Executive Director will alert the Board and stakeholders of changes or updates required to policy or procedures.
3. Changes to operational policies may be initiated by notice of motion to the chair 7 days prior to scheduled meeting; notice of motion may be given by any member of the Board inclusive of the Executive Director.
4. Changes to policy require a 2/3 majority of any regular and scheduled Board meetings that meets quorum as per Learning Network Educational Services Educational Services Bylaws.

PROTECTION OF HUMAN RIGHTS

Background

Learning Network Educational Services is committed to providing an environment in which all individuals are treated with respect and dignity. Each individual has the right to participate in a professional workplace and to learn in a safe setting which promotes equality of opportunity and which prohibits discriminatory practices.

Procedure

No person shall be denied their rights as delineated in the Alberta Human Rights Act because of the race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or class of persons.

Legal Reference: Section 3(1) Alberta Human Rights Act

PERSONAL INFORMATION PROTECTION ACT AND FREEDOM OF INFORMATION

Background

Learning Network Educational Services, The Society for Professional Development and Educational Exchange is incorporated under the *Societies Act* and is governed by the provisions of the *Personal Information Protection Act and regulations*. Learning Network Educational Services acknowledges that as an organization that collects and stores personal information, it must take steps to protect that information and limit access to unauthorized agents. As such, Learning Network Educational Services will:

1. Notify and seek permission to collect information from individuals for a stated purpose.
2. Ensure personal information collected remains secure.
3. Ensure the right of access to one's own personal information.
4. Ensure the right to request correction of personal information.
5. Seek consent to collect or disclose personal information.

Procedures

1. Learning Network Educational Services shall collect and disclose personal and private information within the permissions and confines defined in the *Personal Information and Protection Act*. The Executive Director will review pertinent sections of the act with employees annually.
2. Learning Network Educational Services Educational Services Board of Directors expects that the Executive Director will establish security protocols against risks such as unauthorized access, collection, use, disclosure, or destruction of the society's records.
3. The Executive Director shall ensure the documents or online forms used for the collection of private or personal information shall request informed consent from the individual and also indicate the intended use or rationale for the requested information.
4. Requests to participate in any Learning Network Educational Services email or list serve information distribution shall have clear subscribe and unsubscribe options.
5. The Executive Director will ensure that a document management system is in place that complies with the *Personal Information and Protection Act and regulations*.

Legal Reference: Personal Information Protection Act

Societies Act

RECORDS and DOCUMENT MANAGEMENT

Background

A Records Management system will be maintained to provide control over the quality and quantity of information produced by Learning Network Educational Services staff under the direction of the Executive Director, from its creation until its disposal, for legal, fiscal and historical purposes. Proper custody, storage and disposal of records shall comply with the statutory requirements.

Procedures

1. Records management covers a broad spectrum of records such as accounting, purchasing, corporate insurance, personnel, and property records.
2. The Records Management program shall consist of a Subject File Classification Guide and a Retention and Disposal Schedule.
3. The Retention and Disposal Schedule shall be consistent with federal and provincial legislation.
4. Electronic records must be managed in the same manner as hard copy records.
5. All records that have information used to make decisions about programs or personnel shall be kept for a minimum of one year.
6. Any record, the subject matter of which is known by the custodian (maker of the record) to be the subject of litigation, shall not be destroyed until the litigation is settled.
7. All financial records to be preserved for seven years.
8. Personnel Records to be retained for seventy (70) years after the birth of the employee.
9. The Executive Director will identify and list documents recommended for deletion or disposal to the Board of Directors. Documents are deleted or disposed of by a motion of the Board of Directors.
10. The Executive Director shall provide written or recorded evidence that documents recommended for deletion or disposal were in fact destroyed.

Legal Reference: Section 34, 35, Personal Information Protection Act

COPYRIGHT PROTECTION

Background

Learning Network Educational Services believes in the rights of creators and expects employees and presenters to be aware of and uphold these rights as required by the *Canadian Copyright Act (2012)*. Learning Network Educational Services will not accept responsibility for an employee or presenter who wilfully and knowingly contravenes the *Canadian Copyright Act* or who copies materials without permission of the author or publisher; which are excluded from the *Access Copyright Agreement*. Learning Network Educational Services will not accept responsibility for a contracted presenter who, by any means, contravenes the *Canadian Copyright Act* or who copies materials without permission of the author or publisher which are excluded from the *Access Copyright Agreement (CANCopy)*. Presenters are deemed wholly responsible for the materials they use and/or distribute during their presentations.

Definitions

In this procedure:

1. "copyright" means the legal protection of a creator's original work. Copyright law does not protect ideas, only the form in which they are expressed.
2. "copyright infringement" means publishing, adapting, exhibiting, translating, editing, performing in public, communicating by telecommunication, copying, posting online or converting to another medium without permission of the creator.
3. "works covered by copyright" mean all original literary, dramatic, musical, digital, and artistic works.

Procedures

1. Works covered by copyright may only be reproduced for Learning Network Educational Services with oral or written permission from the copyright owner or if they are covered by the agreement entered into with CANCopy through Alberta Education.
2. Contract agreements made with presenters will contain a clause referring to this policy and acknowledging a save harmless agreement between Learning Network Educational Services and the presenter regarding the use of copyrighted material.

EMERGENCY PLANS

Background

Learning Network Educational Services leases its office space for operations and rents or accepts free spaces for professional development presentation purposes. Emergent situations are best handled through those that operate and maintain the property which Learning Network Educational Services is occupying. Therefore, in the event of an emergent situation, Learning Network Educational Services will follow the directions of the building emergency plans and its safety plan.

Procedures

1. Learning Network Educational Services will ensure that an emergency plan exists for any space which it is occupying.
2. In the event of an emergency, Learning Network Educational Services representative or presenter will proceed with an evacuation of presentation attendees as prescribed in the site emergency plan.
3. In the event of an emergency, Learning Network Educational Services representative or presenter will contact the authority listed in the site emergency plan.
4. Once evacuated, Learning Network Educational Services representative or presenter will follow the direction of the authority listed in the site emergency plan and/or emergency responders.
5. At the first available opportunity, the Learning Network Educational Services representative or presenter will advise the Executive Director of the circumstances.
6. At the first available opportunity, the Learning Network Educational Services representative or presenter will create a record of the event for future reference.
7. Critical Incident Stress Debriefing personnel from other sites or communities may be accessed as required.

Reference: Section 20, 45, 60, 61 School Act

Disaster Services Act

Fire Prevention Act

STAFF EMPLOYMENT

Background

Practices and standards utilized in the employment of staff must serve the best interests of Learning Network Educational Services as a distinct organization, while also safe-guarding the rights of the individual employee.

Responsibility for selection and appointment of staff is assigned to the Executive Director of Learning Network Educational Services.

Procedures

1. Employment will generally be based upon open competition (advertisement);
2. Learning Network Educational Services Educational Services will employ the most suitable candidate.
3. Where qualifications are equal, preference shall be given to the local applicant where applicable;
4. References, both personal and professional, will be checked prior to an offer of employment
 - 4.1 Newly hired candidates shall provide Learning Network Educational Services with a RCMP criminal reference and vulnerable sector checks which shows the candidate does not pose a risk while working with children or staff. The documents will be considered acceptable within six months of the date of issuance.
5. All staff shall be initially employed for a defined probationary period of not less than three months;
6. Each new employee shall be provided with a written statement outlining the terms and conditions of employment;
7. Each employee shall be notified in writing of any changes in the conditions of employment;
8. Employees shall be prohibited from participation in the hiring of persons in their immediate family (parents, spouse, brothers, sisters, children) where an employee would be in a position of direct supervision of the person in their immediate family;
9. Employment situations where an employee would be in a position of direct supervision by a member of their immediate family (parents, spouse, brothers, sisters, children or extended family) is prohibited.
10. Hiring any current Learning Network Educational Services Board or former Board member for a period of six months from the time that person ceased to be a Learning Network Educational Services Board member is prohibited.
11. Termination of employment shall be conducted in accordance with the rights of natural justice.

12. Learning Network Educational Services Executive Director or any future senior administrative positions shall be established by Learning Network Educational Services Board motion.
13. The Learning Network Educational Services Executive Director shall be recruited, interviewed and recommended by a selection committee appointed by Learning Network Educational Services Board.
14. Appointment to the Learning Network Educational Services Executive Director position shall be approved by a Learning Network Educational Services Board motion with a 2/3 majority in favour of the appointment.
15. The Learning Network Educational Services Executive Director's contract terms shall be approved by a Learning Network Educational Services Board motion with a 2/3 majority in favour of the terms.
16. Learning Network Educational Services Executive Director shall have a written contract signed by the Chair of Learning Network Educational Services Board.
17. General
 - 16.1 Recruitment is to include both personal and professional reference checks.
 - 16.2 Employment contracts (other than the Executive Director) are to incorporate:
 - 16.2.1 Date employment commences;
 - 16.2.2 Term of contract including an Evaluation Model (where applicable);
 - 16.2.3 Position/ Job Title;
 - 16.2.4 Salary, vacation terms and benefits; and
 - 16.2.5 Other relevant terms of employment.
 - 16.3 Supervision, evaluation, and recommendation for extension, renewal, or termination of Learning Network Educational Services employee contracts, unless otherwise specified, are the responsibilities of the Executive Director.

Reference: Employment Standards Code

Individual Rights Protection Act

PERSONNEL RECORDS

Background

For the official purposes of Learning Network Educational Services shall maintain a personnel file on each employee. These records must be stored in accordance with privacy legislation yet accessible to the employee for future reference. Personnel records must be stored for seventy years.

Procedures

1. The employee's personnel file may contain:
 - 1.1 Pre-employment materials, including correspondence associated with the applications, curriculum vitae, transcripts, letters of reference, and placement documents.
 - 1.2 Copies of letters relating to Learning Network Educational Services actions respecting the employee, including initial appointment, leaves of absence, administrative appointments, etc.
 - 1.3 Correspondence between the employee and Executive Director.
 - 1.4 Materials respecting professional development and performance.
 - 1.5 Materials used for payroll purposes.
2. A personnel file shall not contain any anonymous items.
3. Upon request to the Executive Director, the employee, or his/her duly authorized representative shall have the right to examine the contents of his/her personnel file. Such examination shall be in the presence of the Executive Director. The employee shall not be allowed to remove the personnel file, or any original part thereof, from premises.
4. Confidential access to personnel files is restricted to the Executive Director.
5. The employee shall have the right to include written comments on the accuracy of the meaning of any of the contents of the personnel file.
6. The employee may add relevant documents to the file.
7. Requests for access to a personnel file, or to information contained in a personnel file, shall be dealt with in accordance with this administrative procedure and the Freedom of Information and Protection of Privacy Act to the extent that it may apply.

Reference: Section 34, 35, Personal Information Protection Act

STAFF RECOGNITION

Background

Learning Network Educational Services believes it should recognize staff who are retiring, have given long service, or who have received significant awards.

Procedures

1. The Executive Director shall establish public and dignified process to recognize long standing employees who are leaving the organization.
2. The Executive Director may recognize long standing employees who are leaving the organization with a personalized appropriate gift approximately valued at ten dollars per year of service.
3. Ongoing recognition for other achievements will be provided through less formal means.
4. An annual staff recognition ceremony or agreed to annual event such as a Christmas party may be held at the expense of Learning Network Educational Services, not to exceed fifty dollars per employee.

PROFESSIONAL IMPROVEMENT ASSISTANCE

Background

From time to time, the Executive Director and/or staff of Learning Network Educational Services will be required to upgrade and/or learn new skills in order to maintain optimal organizational performance. To this end, Learning Network Educational Services recognizes the concept of Professional Improvement Assistance for all staff.

Learning Network Educational Services will consider the following criteria when granting Professional Improvement Assistance:

1. Value of the course, program study or activity to the operational needs of Learning Network Educational Services;
2. The need to ensure that more than one employee is proficient at an essential operational task;
3. The professional growth plan of the employee;

Procedures

1. The financial support provided for Professional Improvement Assistance will be provided from the general operating grant of Learning Network Educational Services and must appear as a defined expense line in the approved Learning Network Educational Services budget.
2. Approval for Professional Improvement Assistance is made by the Executive Director for amounts of less than one thousand dollars.
3. A Professional Improvement Assistance clause may be provided within the contract agreement between the Executive Director and the Learning Network Educational Services Board of Directors. Any additional financial support is made through Board motion with a 2/3 majority in favour of the request.
4. An individual approved for assistance through a learning institution where tuition is charged, is reimbursed for tuition upon satisfactory evidence of successful completion of the course. Reimbursement may not exceed one thousand dollars for a single course.
5. Applications must be submitted a minimum of sixty (60) days prior to the proposed commencement of the professional improvement activity.
6. Professional Improvement Assistance shall not exceed one thousand dollars per employee in the operational year except for the Executive Director which shall be determined through contractual agreement.

EVALUATION OF STAFF

Background

Evaluation of staff performance is viewed as a vital component in ensuring overall effectiveness. Through continuous improvement of efforts and practices, staff members are able to better meet the needs of clientele. Toward this end, Learning Network Educational Services Board of Directors believes it is desirable that performance of staff be monitored on an on-going basis.

The Executive Director has a responsibility to ensure a formalized, structured, and systematic program of supervision and evaluation for staff.

Evaluation shall be a collaborative process between staff members and the Executive Director.

All members of Learning Network Educational Services staff must actively participate in a program of evaluation conducted in accordance with the following basic principles:

1. The evaluation of staff is a continuous process which has as its primary purpose the improvement of overall effectiveness of the organization.
2. The improvement of staff is a shared responsibility between the individual staff members and the Executive Director, and Learning Network Educational Services Board.
3. Evaluation practice and procedures should reflect current research as applicable to local needs, conditions, and long term goals of Learning Network Educational Services Educational Services.
4. Formal written reports, filed on a regular basis, will serve to provide on-going records of performance.
5. The practices and procedures of supervision and evaluation must be fair and equitable.

Procedures

1. The evaluation and supervision of staff performance shall be conducted in a spirit of empathy, understanding, trust, cooperation, due process and natural justice.
2. The evaluation and supervision of support staff performance will be accomplished through the evaluation program established by the Executive Director.
3. Criteria for the evaluation will be based on the job description and job performance based on an established performance agreement.

4. The evaluation and written report will be completed and signed by the Executive Director.
5. A copy of the evaluation report will be: signed by and given to the staff member being evaluated, maintained by Learning Network Educational Services Educational Services in accordance with the Personnel Records policy.
6. Each staff member will be evaluated formally (in writing) in their first year of employment with Learning Network Educational Services Educational Services and at least once every three years thereafter. Additional evaluations may be made as circumstances warrant as determined by the Executive Director, or requested by the staff member.
7. In the event the relationship between the staff member and Executive Director presents a conflict of interest, it is required that a third party, approved by the Board, be contracted to conduct the evaluation.
8. Appeals by an employee shall be forwarded in writing within thirty days of the evaluation completion, and forwarded to the Chair of Learning Network Educational Services Board.
9. Staff members that receive an evaluation report that is unsatisfactory shall be placed on a program of remediation and growth for a 6-month period. It is expected that this time period will allow for a structured and supportive intervention to improve job related performance.
10. Staff members that are unable or unwilling to correct deficiencies in their performance shall be dismissed from their position by the Executive Director.
11. Staff member who have receive a letter of dismissal may appeal the dismissal to the current Learning Network Educational Services Board Chair.

Reference: Employment Standards Code

Section 18, Personal Information Protection Act

LONG-TERM CONTRACTORS

Background

Learning Network Educational Services, the Society for Professional Development and Educational Exchange may, at its discretion, enter into long-term contractual service agreements with independent contractors able and willing to provide professional development services in specified areas. The Learning Network Educational Services Board of Directors authorizes the Executive Director to enter into contractual agreements on its behalf provided that said agreements fall within the Contract Expense line of the approved budget.

Procedures

1. Contracts shall be for a fixed term not to exceed one budget cycle.
2. Contracts shall clearly outline the services being contracted for and the costs inclusive of GST. Contractors are required to supply a valid GST number in order to bill for GST.
3. Expenses incurred by the independent contractor for services provided to Learning Network Educational Services may be reimbursed according to the allowable expense schedule as set by the Board of Directors and approved by the Executive Director.
4. Independent contractors will provide a monthly activity report to the Executive Director detailing the services provided.
5. Independent contractors will provide invoices monthly.
6. The Executive Director shall distribute and collect evaluation forms to LNES clients to ensure contracted services are satisfactory and meet expectations.
7. Contracts provided to independent contractors shall advise them of pertinent Learning Network Educational Services policies including but not limited to copyright, emergency procedures and document management.

SHORT-TERM SPEAKERS, PRESENTERS AND CONTRACTORS

Background

Learning Network Educational Services, the Society for Professional Development and Educational Exchange may, at its discretion, enter into short-term contractual service agreements with speakers, presenters and independent contractors able and willing to provide professional development services in specified areas. The Learning Network Educational Services Board of Directors authorizes the Executive Director to enter into contractual agreements on its behalf provided that said agreements fall within the Contract Expense line of the approved budget.

Procedures

1. Contracts shall clearly outline the services being contracted for and the costs inclusive of GST. Speakers, presenters and independent contractors are required to supply a valid GST number in order to bill for GST.
2. Expenses incurred by speakers, presenters and independent contractors for services provided to Learning Network Educational Services may be reimbursed according to the allowable expense schedule as set by the Board of Directors and approved by the Executive Director.
3. Speakers, presenters and independent contractors will provide invoices within 30 days of the event.
4. The Executive Director shall distribute and collect evaluation forms to LNES clients to ensure contracted services are satisfactory and meet expectations.
5. Contracts provided to speakers, presenters and independent contractors shall advise them of pertinent Learning Network Educational Services policies including but not limited to copyright, emergency procedures and document management.

EVALUATION OF EXECUTIVE DIRECTOR

Background

Learning Network Educational Services, the Society for Professional Development and Educational Exchange believes that annual performance reviews of employees based on self-assessment and peer review processes is important to the operation of the program.

Procedures

1. On an annual basis, a performance review committee will be established (consisting of the chair and at least two, to a maximum of four, other member of the Board of Directors selected on a rotating basis) and shall be charged with the responsibility to:
 - 1.1 conduct a performance review of the Executive Director adhering as per this policy;
 - 1.2 prepare a written report and provide a copy to the Executive Director. (The Board Chair, or designate, in consultation with the performance review committee, will assume the responsibility of compiling the information into a written report);
 - 1.3 present the report as information along with any recommendations to the Board of Directors at its spring meeting of the year.
 - 1.4 negotiate the contract of service with the Executive Director and
 - 1.5 present recommendations to the Board of Directors for consideration at its final meeting of the year.
2. *The Board of Directors shall receive the prepared written performance review report and any subsequent recommendations as they pertain to the terms, conditions and/or salary for the renewal and/or the amendment of the contract. (Consensus by vote as recorded in Learning Network Educational Services Educational Services By-laws 6.2)*

3. The performance review of the Executive Director shall be based on three components:
 - 3.1 The expected outcomes outlined in the *Executive Director Professional Performance Expectations* document
 - 3.2 The work identified in the annual plan
 - 3.3 Other data that may be gathered from time to time as per Learning Network Educational Services By-laws
4. Annually, at the regular spring Board of Directors' Meeting, the Executive Director will prepare and present an evidence-based summary report based on the quality indicators outlined in *Executive Director Professional Performance Expectations* and Attachment A1.
5. In the first term of employment, the Executive Director shall begin assembling components for this summary report for presentation to the Board of Directors quarterly, or as requested by the performance review committee, as part of a first term formative evaluation process.
6. Following the Executive Director's presentation, each member of the Board of Directors will complete an assessment survey based on the components outlined in Attachment A1 (see Attachment B1).
7. The Executive Director shall receive a copy of a written report from the Board Chair within fourteen days of the completion of the performance review process.
8. In the event that the Board of Directors' assessment of performance report expresses deficiencies and/or concerns, the Executive Director shall provide a written response to the Chair of the Board of Directors within 30 days. The response shall address each deficiency and/or concern. The Learning Network Educational Services, the Society for Professional Development and Educational Exchange Board of Directors shall convene a committee of the whole to assess the Executive Director's response with a decision to develop a program of remediation or recommend the termination or lapse of the contract.

STAFF REDUCTION

Background

From time to time, Learning Network Educational Services will be required to review the nature of the professional development services provided, changing mandates of Alberta Education, and cyclical funding allocations and make adjustments to staffing levels to ensure effective and efficient deployment of the resources available to meet client needs.

Procedures

1. The necessary staff reduction will first be effected through voluntary attrition.
2. Where voluntary attrition does not result in the necessary staff reduction, the transfer of staff to other appropriate permanent or temporary assignments shall be considered.
3. Where voluntary attrition and/or transfers to other appropriate assignments fail to affect the necessary reduction, contracts of employment may be terminated by the Executive Director. Such a termination shall be listed as one of, “shortage of work”, “end of contract” or “approved workforce reduction”.
4. Employees are entitled to severance payments as required by the Labour Standards Code.
5. Prior to enacting a reduction or contract termination, the Executive Director shall advise the professional staff member involved in writing as to the:
 - 5.1 nature of and reasons for the action to be taken;
 - 5.2 date and time at which the action shall take effect; and
 - 5.3 right of appeal to Learning Network Educational Services Board of Directors.
6. Wherever possible, decisions to terminate a contract of employment shall be communicated to the impacted staff member 30 days prior to the effective date.

ANNUAL OPERATING BUDGET

Background

The Learning Network Educational Services, the Society for Professional Development and Educational Exchange is incorporated under the Societies Act. The preparation of the Annual Operating Budget is an integral part of the planning process of Learning Network Educational Services, the Society for Professional Development and Educational Exchange and may receive funding from a number of sources. The provincial grant is determined by Alberta Education and is reflected in the Annual Operating Budget of Learning Network Educational Services. The provincial grant must reflect Alberta Education's goals and priorities first, and the requests of the local participating member School Boards second.

Once the goals and priorities have been established and financial resources allocated, the expenditure of funds within the guidelines established by Alberta Education and Learning Network Educational Services Board of Directors is the responsibility of the Executive Director.

The Annual Operating Budget is approved by the Learning Network Board of Directors.

Procedures

1. The Executive Director shall provide updated financial information at scheduled Learning Network Educational Services Educational Services Board meetings.
2. Timelines connected with the preparation of the Annual Operating Budget shall provide adequate opportunity for data collection, consultation, and revision with stakeholders.
3. The Board of Directors shall establish the Annual Operating Budget and delegate to the Executive Director the authority to allocate the funds.
4. The Board of Directors may establish an Audit Committee put to effect their fiduciary responsibilities to monitor the appropriate allocation and disbursement of public funds.
5. Learning Network Educational Services, the Society for Professional Development and Educational Exchange shall periodically seek independent review of the financial operations of the organization annually.

6. The Board of Directors may move and approve by 2/3 majority vote to require a full audit of the Learning Network Educational Services, the Society for Professional Development and Educational Exchange financial operation at any time.
7. The Executive Director will monitor and report the number of unused vacation days of employees which may constitute a significant future financial liability to the Learning Network Educational Services Board.

Reference: Section 3, Societies Act

Accounting Standards: Canadian Public Sector Accounting Standards

Background

Learning Network Educational Services believes in sound financial controls and expects funds received and/or disbursed by any of its agents will be accounted for carefully and accurately. Accounting procedures must conform to the Canadian Public Sector Accounting Standards (PSAS) employing sound practices, including separation of accounts, funds, and special monies.

Accounts must be kept in such a manner that they are easily reviewed and audited by order of the Learning Network Educational Service Board of Directors.

Procedures

1. Learning Network Educational Services will purchase and use a recognized digital accounting package and follow the Canadian Public Sector Accounting Standards.
2. The digital accounting package shall be capable of providing accurate up-to-date financial statements for Learning Network Educational Services Educational Services Board meeting presentation.
3. Disbursements shall be made by cheque or electronic fund transfer with a corresponding invoice available.
4. A proper and current reconciliation of fund disbursements will be maintained and available to the Board of Directors on demand.
5. Learning Network Educational Services shall establish a current chequing account(s) and if necessary one non-chequing savings account. No cash payments are permitted unless through a petty cash fund for which proper documentation is provided.
 - 5.1 At least two signatures are required for these accounts, one of which shall be the Executive Director and an authorized member of Learning Network Educational Services Board of Directors.
 - 5.2 When a cheque is made out to an individual, that individual must not be the signing authority on the cheque.
 - 5.3 A cheque issued to the Executive Director must include two authorized signatures of the Board of Directors and not include the signature of the Executive Director.

EXECUTIVE DIRECTOR EXPENSES

Background

The discharge of the Executive Director position often results in the Director incurring financial expenses and considerable time demands beyond the usual job expectations.

Compensation for Executive Director expenses will be established using the same guidelines as for Board Member compensation of expenses.

Procedures

1. Expense rates, which will be the same as for Learning Network Educational Services Board of Directors, will be established each year at the organizational meeting, but may be adjusted at other times by Board motion. Normally, the rates will be in effect from November 1 to the ensuing October 31.
2. The Executive Director will be reimbursed at the rates established by the Board as follows:
 - 2.1 Actual expenses (by receipt) for lodging, parking, and taxi, when required to stay overnight or a pre-determined flat rate which will not require receipt substantiation; and
 - 2.2 Approved rates for required meals during extended days; and
 - 2.3 Travel by car; or travel by economy air fare.
3. Compensation will be contingent upon the completion of the appropriate forms and claims.
4. Activities in which the projected expense for the Executive Director will exceed one thousand five hundred dollars, the Executive Director will seek the approval of the Board, unless those claims are being withdrawn from the allowance provided contractually by the Executive Director.
5. All international travel claims must be pre-approved by the Board unless those claims are being withdrawn from the allowance provided contractually by the Executive Director.

EMPLOYEE EXPENSE REIMBURSEMENT

Background

Learning Network Educational Services staff members may incur personal financial expense when they are required to travel away from their homes for event set-up, meetings, professional development or other job required duties.

Procedures

1. Activities must be pre- approved by the Executive Director.
2. Compensation will be contingent upon the completion of the appropriate forms and claims.
3. Total compensation for Learning Network Educational Services staff member expenses shall not exceed the amounts established in various categories for members of the Board.

AUTHORIZED SIGNATURES

Background

Learning Network Educational Services, The Society for Professional Development and Educational Exchange believes in sound financial controls and that only authorized personnel may sign on behalf of the organization. Controls are placed on disbursement of funds as a prudent accountability measure.

Procedures

1. Cheques issued on behalf of Learning Network Educational Services shall bear the signature of:
 - 1.1 The Executive Director
 - 1.2 An authorized member of Learning Network Educational Services Board of Directors or two when necessary.
2. Contracts entered into on behalf of Learning Network Educational Services Educational Services shall bear the signature of:
 - 2.1 The Executive Director
 - 2.2 Grant applications requested on behalf of Learning Network Educational Services shall bear the signature of The Executive Director and/or the banker board.
 - 2.3 No cheque may be authorized by the Executive Director in which (s)he or a member of their family is the beneficiary. Funds directed to the Executive Director must be authorized by two Board of Directors. The Executive Director shall not authorize a cheque which is payable to the Executive Director.

INSURANCE MANAGEMENT

Background

In order to ensure that the requirements of legislation are met and Learning Network Educational Services' interests are protected, the Executive Director shall ensure for continuous insurance coverage as applicable in accordance with these procedures. It is recognized that, as an organization, Learning Network Educational Services' location of operations, assets, and activities are fluid. Therefore, it is in the best interest of the organization to empower the Executive Director with the ability to investigate, bind and modify insurance coverage as required and prudent.

Procedures

1. Learning Network Educational Services shall provide insurance coverage for the following as appropriate:
 - 1.1 Buildings,
 - 1.2 Contents,
 - 1.3 Liability and Errors and Omissions – for the Executive Director, individual Board members, and staff members.
 - 1.4 Crime,
 - 1.5 Travel accident,
 - 1.6 Presenter Failure - Errors and Omissions
2. Building insurance shall be secured to provide coverage at full replacement cost.
3. Contents insurance shall be obtained on an actual cash value basis.
4. Claims made under the building and contents section of the insurance policy resulting from accidents, vandalism or theft shall be made by the Executive Director.
5. Travel accident insurance shall be obtained to cover the Executive Director, staff members and Board members while traveling on Learning Network Educational Services Educational Services business.
6. On an annual basis, the Executive Director shall review its insurance coverage and make adjustments for insurance coverage as it deems necessary.

USE OF LEARNING NETWORK EDUCATIONAL SERVICES MEMBER SCHOOLS

Background

Since Learning Network Educational Services exists for the benefit of its membership, wherever and whenever possible, school facilities should be used to conduct in-services and presentations in order to minimize costs.

Agreements with local school boards that promote cooperative use of school and school board owned facilities are encouraged. Responsibility for managing Learning Network Educational Services use of the school facilities is delegated to the site owner.

Learning Network Educational Services may, in partnership with its member boards, establish regional community learning centres to minimize travel and substitute teacher costs and increase the ability of clients to attend sessions.

Procedures

1. School activities and events will take priority over all public use of school facilities unless, by previous agreement, a regional learning centre has been established.
2. The Executive Director may enter into agreements with member boards to establish regional learning centres.
3. The Executive Director may expend funds to assist in the development of establishing a regional learning centre.
4. Learning Network Educational Services presenters must agree to abide by local facility/community use agreements as established by member school boards.

PROFESSIONAL DEVELOPMENT PARTNERSHIPS

Background

Learning Network Educational Services supports mutually beneficial partnerships and sponsorships between member school boards, the Alberta Teachers Association, 2Learn Society, The Alberta Assessment Consortium, Alberta Education, Galileo, post secondary and private business/community organizations that seek to further the excellence of Alberta's education system. Professional development partnerships:

1. Are based on shared or aligned objectives that support the goals and mutually benefit both parties;
2. Acknowledge and celebrate each partner's contributions through appropriate forms of recognition;
3. Ensure that those involved in the partnership are treated fairly and equitably;
4. Clearly define expectations, roles and responsibilities for all partners;
5. Enhance the quality and relevance of professional development for participants;
6. Ensure that corporate image or business practices are not in conflict with values and/or outcomes of public education;

Procedures

1. When Learning Network Educational Services enters into a partnership or sponsorship agreement the following shall be considered. That:
 - 1.1 The partnership fosters the acquisition of professional skills, intellectual growth, and cultural or social awareness for participants;
 - 1.2 The partnership is developed and structured in consultation with all partners;
 - 1.3 Partner organizations have a stated or written commitment to public education;
 - 1.4 Defined roles, responsibilities, and terms of the arrangement for all parties are identified; and
 - 1.5 To be valid all contracts must be executed by the Executive Director and the Chair of the Board of Directors or designate.
2. Partnership and sponsorship activities shall reflect Learning Network Educational Services priorities and be approved by the Board of Directors.
3. Participation in partnership and sponsorship activities shall be on a voluntary basis.

4. The Executive Director shall maintain records of all partnerships and sponsorships; and serve as a contact for business and community organizations interested in partnership opportunities.
5. Product or service sponsorship may be acknowledged publicly, will be for general not private use, and must not be a deciding factor in future product or service acquisitions.
6. A partnership which exchanges funds, accepts targeted financial donations or simple monetary gifts shall be reported to the Board of Directors.
7. The Executive Director, any member of the Board of Directors, any employee or contractor may not benefit personally from any donations, gifts, or other consideration generated from a partnership with Learning Network Educational Services, The Society for Professional Development and Educational Exchange.