



Board of Management Nominee Declaration Package 2016

Thank you for pursuing your interest in serving on the Board of Management of The 519.

Please take your time to review and complete the required signature package in order to proceed to the Interview process.

Please note that your signature with date and two signed witnesses **must be submitted in print copy to The 519 front desk** attention prior to your interview with Board Selection Committee.

Your signature demonstrates your understanding and commitment to support and comply with City of Toronto and The 519 governance structure and policies listed below and otherwise required of The 519.

This package consists of:

1. Declaration of Confidentiality and Non-Disclosure
2. Conflict of Interest Disclosure
3. Eligibility Disclosure and Statement of Commitment
4. Print copy of governance structure and policies of The 519 and the City of Toronto

Declaration of Confidentiality and Non-Disclosure

WHEREAS _____ (the "Undersigned"), as a member of the Board of Management (the "Board") of The 519 Church Street Community Centre (the "519"), will, in the course of carrying out their duties, receive and have access to, confidential information, which information shall be made available to the Undersigned solely by virtue of their position as a Board member, and only for the duration of their term;

AND WHEREAS The 519 is prepared to make such disclosure to the Undersigned on certain express conditions, including, among other matters, the execution and delivery to The 519 of this Declaration of Confidentiality and Non-Disclosure (the "Declaration") by the Undersigned;

NOW THEREFORE IN CONSIDERATION of The 519 providing disclosure to the Undersigned of information which is or is deemed by The 519 to be confidential, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Undersigned agrees and declares as follows:

I. Strict Adherence

The Undersigned shall at all times strictly adhere to the terms and conditions of this Declaration.

In particular, and without limiting the foregoing, the Undersigned shall comply with their duties and obligations under the City of Toronto's Code of Conduct for Members of Local Boards (the "Code of Conduct"), herein affixed, as may be amended from time to time, including exercising strict care, diligence, and skill to prevent the unauthorized disclosure of all information, data, and material designated as confidential pursuant to this Declaration, whether communicated in writing, orally, electronically or by any other means.

II. Privacy Legislation

The Undersigned acknowledges that The 519 is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA"), as may be amended from time to time. The Undersigned further agrees to strictly abide by instructions regarding the Board and/or The 519's obligations under MFIPPA.

III. Confidential Information

The Undersigned agrees that the term "confidential information", as used herein, shall mean any and all confidential information in any manner or form disclosed, furnished, provided, revealed, transmitted or made available, whether written, verbal, graphic, recorded, photographic, electronic, or in any other form, to the Undersigned by The 519, or any other authorized representative of the City of Toronto (the "City") (which includes collectively its elected and appointed officials, Mayor, Council, Councillors, officers, employees, agents or other representatives, including lawyers, accountants and consultants) in connection with The 519's mandate, purpose, business, and operations, notwithstanding the medium in which such information is received or stored, and any documents, records or information created by the Undersigned therefrom, notwithstanding the medium in which such documents, records or information is stored. It further includes any other information that is confidential by its nature or information that, upon notice, is to be kept confidential.

In particular, and without limiting the foregoing, confidential information for the purposes of this Declaration includes:

- items under litigation, negotiation, or personnel matters;
- information that infringes on the rights of others (i.e. sources of complaints where the identity of a complainant is given in confidence);
- price schedules in contract tender or Request For Proposal submissions if so specified;
- information deemed to be "personal information" under the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50; and
- statistical data required by law not to be released (i.e. certain census or assessment data).

The *City of Toronto Act, 2006*, S.O. 2006 c. 11, Sched. A allows information that concerns personnel, labour relations, litigation, property acquisitions, the security of the property of the City or of a local board, and matters authorized in other legislation, to remain confidential. For the purposes of this Declaration, and to ensure compliance with the Code of Conduct, "confidential information" also includes this type of information.

For greater certainty, "confidential information" shall not include any information which:

- (i) is or becomes generally available to the public without breach of this Declaration;
- (ii) is already rightfully in the possession of the Undersigned and not subject to any pre-existing obligation of confidentiality; or
- (iii) The 519 agrees, in writing, is not confidential information.

IV. Non-Disclosure of Confidential Information

The Undersigned agrees to not disclose or release by any means to any member of the public, any confidential information, acquired by virtue of their office, and to take all reasonable precautions to prevent the unauthorized disclosure thereof, except when required by law, or authorized to do so by the local board or, if applicable, by Council. In the event that the Undersigned is required by law to disclose confidential information, or any part thereof, the Undersigned shall immediately provide The 519 with notice thereof, so that the Board and/or The 519 may take any action it deems necessary in the circumstances.

The Undersigned further agrees to not use confidential information for personal or private gain, or for the gain of third parties. For instance, no member shall directly or indirectly benefit, or aid others to benefit, from knowledge respecting bidding on the sale of property or assets of the Board or the City.

Under Chapter 27 of the City of Toronto Municipal Code, Council Procedures, or similar provisions of the Board's procedure by-law, which may be amended from time to time, a matter which has been discussed at an in-camera (closed) meeting remains confidential. No member shall disclose the content of any such matter, or the substance of deliberations, of the in-camera meeting until the local board, committee of the local board or, if applicable, City Council or one of its committees discusses the information at a meeting that is open to the public or otherwise releases the information to the public.

V. Consequences of Non-Compliance

The Undersigned undertakes and agrees to bring to the attention of the Executive Director, and/or the Board Chair any situation to which the Undersigned is aware where a breach in the confidentiality has occurred. The Undersigned further agrees to take any and all such actions as may be necessary or required to minimize the impact of the violation and any damage resulting therefrom.

In particular, and without limiting the foregoing, the Undersigned agrees that their failure to comply with this Declaration could result in sanctions including removal from the Board as well as other possible sanctions outlined in the Code of Conduct.

VI. Survival of Obligations

The Undersigned agrees that this Declaration shall survive the term of their position as a member on the Board of The 519 Church Street Community Centre. The representations, warranties, covenants and obligations set out herein shall survive the receipt of confidential information including, without limitation, the abandonment, suspension, termination, expiry or completion of the Board member's term(s).



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Immediately upon termination or completion of the Board member's term for any reason or upon the Board and/or The 519's request at any time and for any reason, the Undersigned shall:

- (i) return to the City any confidential information obtained in the course of the Member's position on the Board, that may be in their possession, and shall retain no copies of any such documents;
- (ii) delete or destroy all electronic versions or copies of the confidential information, including their notes, and shall certify such deletion or destruction The 519 in the form as may required by The 519 at the appropriate time, as determined by The 519; and
- (iii) cease all use of the confidential information.

VII. Understanding of Terms and Conditions of Declaration

By signing this Declaration, the Undersigned acknowledges that they have:

read, understood, and agreed to the above, and

that they have read, understood, and agreed to abide by the instructions outlined in The 519's Information and Privacy Policy to fulfill their obligations under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) as members of the Board.



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Conflict of Interest Disclosure

Members of the public who serve on the City of Toronto's boards must ensure that their personal interests do not interfere with their public duties as a board member or committee. A conflict of interest arises when your personal interest conflict, or are perceived to conflict, with the interests of The 519. Members are required to disclose any personal interests that may conflict with the interests of The 519.

To help determine if you have any interests, please answer the following:

- a) Does your employment, membership on other boards, or volunteer positions conflict with The 519 interests? Please circle your response.

Yes or no

Please explain below:

- b) Are you involved in any business dealings that may conflict with The 519's interests? Examples include owning or co-owning a related business or having shares in a company that does business with The 519? Please circle your response.

Yes or no

Please explain below:



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Conflict of Interest Disclosure

- c) Do you or a family member(s), employer(s), or business partner(s) have any professional or personal relationships with The 519? Examples of professional or personal relationships include working for The 519 as an employee, a contractor, a consultant, or an advisor. Please circle your response.

Yes or no

Please explain below:

- d) Aside from what you have noted above, do you have any other personal interests that may come into conflict with your role as Member of the Board of Management of The 519? Please circle your response.

Yes or no

Please explain below:

Eligibility Disclosure and Statement of Commitment

Further to the true and accurate statements provided in my application to the Board of Management of The 519 I, **First/Last Name** _____(signature) declare on _____(dd/mm/yyyy) that I agree to the following statements to demonstrate full compliance with, and not limited to, the governance structure and policies highlighted below:

1. I agree to adhere to, and support the maintenance of the policies of the City of Toronto such as
2. I agree to adhere to, and support the maintenance of all policies of The 519 such as
3. I agree to comply with the Declaration of Confidentiality and Non-Disclosure
4. I have disclosed conflicts of interest or perceived conflict of interest and will comply with any resulting determination made by the Board of Management of The 519
5. I agree to immediately notify the Board of Management of The 519 of any changes that may affect my eligibility or require disclosure of conflict of interest
6. I agree that I may be removed from the Board of Management of The 519 if I no longer meet the eligibility requirements for appointment, to be considered a participating Member of the Board of Management or if I do not meet the attendance, work load and time commitment requirements

Witness 1

(print name)

on _____
(insert date day/month/year)



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2016**

Witness 2

(print name)

on _____

(insert date day/month/year)

Personal information on this form is collected under the authority of the City of Toronto Act, S.O. 2006, Chapter 11, Schedule A, s.136 (c), the City of Toronto Municipal Code Chapter 169, Article II, and By-law 1076-2006. The information is used to determine eligibility to serve on the City's boards and for the purpose of assessing whether a nominee may be appointed to municipal office. Questions about the collection of this information can be directed to the Manager, Public Appointments, City Clerk's Office, 12th floor, West Tower, Toronto City Hall, 100 Queen Street West, Toronto, Ontario M5H 2N2 or by telephone at 416-397-7796.

City of Toronto	The 519
<ol style="list-style-type: none"> 1. City of Toronto/Association of Community Centres Relationship Framework 2. The Public Appointments Policy 3. Code of Conduct for Local Boards 4. Complaint Protocol for Local Boards 5. Public Meeting Provisions 	<ol style="list-style-type: none"> 1. The 519 Constitution 2. Strategic Action Plan 3. Mission and Brand Framework 4. Community and Organizational Values 5. Resource Development Values Statement 6. Human Rights and Anti-Harassment Discrimination, and Complaint Procedures 7. Health and Safety Policy 8. Board of Directors Job Descriptions 9. Space Use Policy and Addendum 10. Board Program Participation Protocol 11. Disclosure of Wrongdoing and Protection from Reprisal Policy 12. Washrooms and Signage Policy