



**Safety and Wellbeing Review**  
**RFP No. 003-06102026**

**Date of Issue:**

2026-06-10

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## PART A - INTRODUCTION AND OVERVIEW

Siksika Board of Education invites proposals from qualified consulting firms and individuals to conduct an independent, comprehensive Safety and Wellbeing Review of SBE schools. The purpose of this engagement is to assess school safety, student wellbeing, school climate, relevant policies and procedures, support structures, site-specific operational needs, and implementation priorities, and to provide clear, practical recommendations for improvement. Proponents should have demonstrated experience working with First Nations, Indigenous education organizations, K-12 education systems, public sector organizations or comparable community-serving organizations.

### 1.0 INTERPRETATION

1.1 In this RFP, unless the context otherwise requires:

- (a) **"Agreement"** means the formal written contract entered into at the conclusion of the RFP process between SBE and the Consultant;
- (b) **"Business Day"** means any day other than a Saturday, Sunday or statutory or designated holiday of the Siksika Nation and/or the Siksika Board of Education;
- (c) **"Consultant"** means the firm or individual, if any, selected by SBE to perform all or part of the Scope of Work;
- (d) **"Evaluation Committee"** means the team appointed by SBE to evaluate proposals;
- (e) **"Proponent"** means any individual, company, corporation or entity that has submitted a proposal to SBE in accordance with this RFP, including the Consultant where the context requires;
- (f) **"Proposal Deadline"** has the meaning set forth in Section 5.1 of this RFP;
- (g) **"Related Body"** means:
  - (A) any body corporate in which Siksika Nation has, directly or indirectly, at least a majority interest or that is controlled, directly or indirectly, by Siksika Nation;
  - (B) any partnership or entity in respect of which Siksika Nation or a Related Body of Siksika Nation holds, directly or indirectly, a majority interest or that is controlled, directly or indirectly, by Siksika Nation, or in respect of which Siksika Nation is, directly or indirectly, a majority owner or partner; or
  - (C) a trust that is controlled, directly or indirectly, by or on behalf of Siksika Nation or any Related Body of Siksika Nation,

and includes Blackfoot Crossing Historical Park Ltd., Old Sun Community College, Siksika Health Services, Siksika Family Services Corporation, Siksika Board of Education, and Siksika Group of Companies;

- (h) "RFP" means this Request for Proposals;
- (i) "RFP Contact" means the SBE representative identified in Section 4.1 of this RFP;
- (j) "SBE" means the Siksika Board of Education;
- (k) "SBE Board of Directors" means the board of directors or governing board of SBE;
- (l) "Scope of Work" means the description of work contemplated by this RFP, as set out in PART C - Scope of Work.

## **2.0 OBJECTIVE**

2.1 The objectives of this RFP are to:

- (a) obtain an independent, context-sensitive review of safety, wellbeing and school climate across SBE's four school sites;
- (b) assess physical safety, emotional wellbeing, staff wellbeing and support capacity, student engagement, student voice, institutional security, mental health supports, crisis response capacity, progressive discipline practices, site infrastructure and relevant operational protocols;
- (c) evaluate how SBE's staffing structures, roles, responsibilities, partnerships and school-based support models contribute to student safety and wellbeing;
- (d) integrate Siksika cultural considerations, Siksikaitsitapi ways of knowing and being, and the lived realities of SBE students, families, staff and school communities into the review; and
- (e) provide a final report and action plan with prioritized recommendations, implementation considerations, timelines and dependencies.

## **3.0 BACKGROUND INFORMATION**

SBE is a provincially recognized K-12 First Nation school board situated in Siksika Nation. Established in 1989, SBE provides education to Siksika Nation youth through four school sites: Chief Crowfoot School K-6, Chief Old Sun School K-6, Siksika Outreach School 7-12, and Siksika Nation High School 7-12. Siksika Nation is part of the Blackfoot Confederacy, which also includes the Kainai Nation, Piikani Nation, and Aamskapi Piikani.

SBE delivers holistic and inclusive education that blends the Alberta Program of Studies with SBE's Language and Culture Program, which is central to the learning experience and identity of SBE students. SBE strives to nurture lifelong learners in a safe and inclusive environment rooted in Siksikaitapitapi ways of knowing and being and guided by values of respect, kindness, humility, generosity, community and responsibility. SBE is undertaking this review to evaluate whether its schools are responsive to the safety, wellbeing, cultural, geographic, operational and community realities in which SBE operates.

## **PART B - INSTRUCTIONS TO PROPONENTS**

### **4.0 RFP CONTACT**

4.1 SBE's contact (the "RFP Contact") for this RFP is:

Christopher Scout, Superintendent of Education  
chriss@siksikaboardofeducation.com

### **5.0 PROPOSAL SUBMISSIONS**

5.1 All proposals must be submitted to the RFP Contact no later than 3:00 p.m. M.S.T. on June 26, 2026 (the "Proposal Deadline").

5.2 All proposals must clearly identify the name of the Proponent and the note "SBE Safety and Wellbeing Review RFP" in the email subject line.

5.3 Proposals must be submitted in PDF format. The maximum file size the RFP Contact can receive is 25 MB. Should a Proponent require an alternative method to submit a proposal, they must contact the RFP Contact before the Proposal Deadline.

### **6.0 PROPONENT INQUIRIES**

6.1 All questions or clarifications regarding this RFP:

- (a) must be made in writing no later than four (4) Business Days before the Proposal Deadline, or such other time frame as SBE may determine in its sole judgment;
- (b) will be responded to in writing, if SBE elects to respond;
- (c) may be kept by SBE for record keeping purposes; and
- (d) may be distributed to all Proponents at SBE's discretion, should the RFP Contact believe the clarification will benefit all Proponents.

6.2 Inquiries made in-person or through telephone shall not be permitted.

6.3 Information obtained from any person or source other than the RFP Contact should not be relied upon.

## **7.0 PROPOSAL AMENDMENTS**

7.1 Proponents may amend proposals submitted prior to the Proposal Deadline by email to the RFP Contact. Any amendment received after the Proposal Deadline shall not be accepted. It is solely the responsibility of the Proponent to ensure that any amendment is submitted prior to the Proposal Deadline.

## **8.0 RFP SCHEDULE**

8.1 The following dates are set forth for informational and planning purposes and may be changed at SBE's sole discretion.

<b>RFP Stage</b>	<b>Date</b>
RFP released/advertised/posted	June 10, 2026
Deadline for questions in writing	June 20, 2026
Deadline for submission of proposals	June 26, 2026, at 3:00 p.m. M.S.T.
Completion of proposal evaluations	July 6, 2026
Ideal contract start date	September 2026

## **PART C - SCOPE OF WORK**

### **9.0 SCOPE OVERVIEW**

9.1 SBE seeks a Consultant to conduct a comprehensive, context-sensitive Safety and Wellbeing Review of SBE's four school sites. The Consultant's services will include, but are not limited to, the following:

- conduct a project kick-off meeting with SBE to confirm the project scope, work plan, schedule, roles and responsibilities, stakeholder engagement approach and communication process;
- review relevant background information, including SBE's mission, vision and values, school profiles, existing safety and wellbeing practices, student support structures, staffing information, institutional security practices, emergency response and incident response practices, organizational structure, and student, family and community engagement practices;
- prepare a stakeholder engagement and data collection plan tailored to SBE's operational context and the distinct context of each school site;
- design and use appropriate data collection tools, which may include surveys, questionnaires, interview protocols, focus group guides, observation tools, student engagement protocols and site review checklists;

- consider relevant review standards, frameworks or leading practices appropriate to the Scope of Work, which may include school safety, student wellbeing, comprehensive school health, trauma-informed practice, culturally responsive education, emergency preparedness, school climate assessment and Indigenous education resources;
- use a mixed-methods approach, where appropriate, and consider findings from stakeholder engagement, document review, site observations, safety-related site reviews, secondary research and other available SBE information;
- conduct structured interviews, focus groups, workshops or surveys with a representative sample of SBE leadership, school administrators, teachers, support staff, students, families, relevant Siksika Nation representatives, service partners and other stakeholders identified by SBE;
- describe and implement age-appropriate, culturally safe and trauma-informed engagement practices for students, families and staff, including consent or assent processes, parent or guardian consent where required by SBE, safeguards for sensitive discussions, and limits on the collection of identifying information;
- complete site visits, observations and safety-related site reviews at Chief Crowfoot School, Chief Old Sun School, Siksika Outreach School and Siksika Nation High School;
- review physical safety conditions and related infrastructure, including secure entry points, visitor management, supervision practices, surveillance systems, hazard mitigation, emergency preparedness, evacuation practices and other site-specific safety considerations;
- review emotional wellbeing conditions and support systems, including school climate, student belonging, staff wellbeing and support capacity, mental health support infrastructure, counsellor or support personnel capacity, referral practices, crisis intervention, trauma-informed approaches and culturally responsive supports;
- review policies, procedures and practices relevant to safety and wellbeing, including progressive discipline, incident response, bullying and harassment response, student engagement, student voice, family engagement, staff communication, record keeping and escalation protocols;
- consider external factors that may affect safety and wellbeing, including community conditions, socioeconomic factors, access to mental health resources, transportation or geographic issues, and local service partnerships;
- assess how current personnel structures, roles, responsibilities, partnerships and operational practices support SBE objectives for student safety, wellbeing, engagement and culturally grounded education;
- identify key strengths, gaps, barriers, risks and opportunities at the system-wide level and for each school site;
- prepare practical recommendations for prevention, intervention, resilience promotion, resource allocation, policy refinement, training, staffing, partnerships, infrastructure and implementation sequencing;
- develop a prioritized action plan to support implementation of the recommendations, including suggested timing, dependencies, priority level, responsible functions and estimated effort or cost ranges, where reasonably available;

- address confidentiality, privacy, student information, data governance, data security, cultural safety, consent and engagement considerations in the Consultant's methodology, including collection, storage, access, de-identification, reporting, retention and secure disposition of project information and SBE-provided materials;
- provide draft findings and recommendations to the RFP Contact for review and discussion before finalization;
- incorporate SBE feedback into the final report and action plan;
- present final findings to the RFP Contact, SBE leadership, the SBE Board of Directors or other SBE representatives identified by the RFP Contact; and
- use existing data, reports, policies, procedures and SBE materials to the maximum extent possible.

9.2 The Consultant must prepare the following deliverables within the expected timelines set out below, unless SBE approves a different schedule in writing:

Deliverable	Description	Expected Timeline
Project Kick-Off Summary	Written summary confirming the work plan, schedule, roles and responsibilities, communication process, stakeholder engagement approach and key points from the background review.	Within five (5) Business Days after the project kick-off meeting.
Stakeholder Engagement and Data Collection Plan	Student, family, staff and service partner engagement protocols, proposed data collection tools, consent approach, site visit approach and privacy safeguards.	Within ten (10) Business Days after the project kick-off meeting.
Draft Safety and Wellbeing Review Report	Methodology, assumptions, limitations, key findings, strengths, gaps, barriers, risks, site-specific observations, system-wide themes and preliminary recommendations.	On or before a date agreed by SBE and the Consultant in the project work plan.
Final Safety and Wellbeing Review Report and Action Plan	Final findings, recommendations, implementation priorities, sequencing, timing, dependencies, suggested responsible functions and estimated effort or cost ranges, where reasonably available.	By November 2026.
Final Presentation of Findings	Presentation of final findings for the RFP Contact, SBE leadership, the SBE Board of Directors or other SBE representatives identified by the RFP Contact.	After delivery of the final report, on a date agreed by SBE and the Consultant.

9.3 For greater certainty, SBE may modify the Scope of Work at any time prior to entering into a contract with the Consultant or Proponents.

## **10.0 TERM OF ENGAGEMENT**

- 10.1 SBE intends to enter into a services agreement with the Consultant to carry out the services identified in the Scope of Work.
- 10.2 The services are expected to begin in September 2026 and to result in delivery of the final report by November 2026, unless the parties agree to a different project schedule in writing.

## **11.0 PROJECT RECORD RETENTION AND ACCESS TO MATERIALS**

- 11.1 All project records, working papers, reports, interview notes, methodologies, data extracts, engagement materials, draft deliverables and supporting materials must be retained at the Consultant's expense for a minimum of seven (7) years, unless the Consultant is notified in writing by SBE of the need to extend the retention period.
- 11.2 The Consultant shall respond to reasonable inquiries from SBE and provide SBE with access to working papers, project records and other project materials reasonably required by SBE in connection with the Scope of Work, subject to applicable confidentiality, privacy, student information and privilege requirements.

## **12.0 CONDUCT OF PROJECT WORK**

- 12.1 The project will be conducted on a hybrid basis. The Consultant must attend SBE school sites in person as required to complete site visits, observations, interviews, focus groups, safety-related site reviews or other review activities approved by SBE. SBE will provide reasonable access to personnel, documentation and workspaces as required for the project.
- 12.2 The Consultant will participate in a project kick-off meeting with the RFP Contact and any other SBE representatives identified by SBE to confirm project scope, timelines, information requests, stakeholder engagement, roles and responsibilities, and communication expectations.
- 12.3 The Consultant will provide brief status updates at a cadence approved by SBE, summarizing work completed, upcoming activities, information needs, engagement progress, schedule issues and any matters requiring SBE direction.
- 12.4 Prior to final submission of completed reports, the Consultant will review draft findings, recommendations and the proposed action plan with the RFP Contact or the RFP Contact's designate.
- 12.5 Proponents may propose alternative methodologies or timelines where they believe an alternative approach will deliver greater value, efficiency or alignment with best practices.

## PART D - PROPOSAL SUBMISSIONS AND EVALUATION CRITERIA

### 13.0 FORM OF PROPOSAL

13.1 All proposals should include the following information in sufficient detail to reasonably allow SBE to evaluate whether the Proponent is capable of performing the Scope of Work:

- Executive Summary: outline a brief summary of the Proponent's credentials or experience, the contents of the proposal and the general proposed approach to the execution of the Scope of Work.
- Qualifications: describe capabilities and experience specifically related to school safety reviews, student wellbeing reviews, school climate assessments, K-12 education reviews, First Nations education, Indigenous engagement, culturally responsive practice, trauma-informed practice, program evaluation and comparable engagements. Relevant experience working with Siksika Nation, SBE, other First Nations, Indigenous governments, public sector organizations or education organizations should be highlighted.
- Approach and Methodology: describe how the Proponent will complete the Scope of Work, including proposed review standards or frameworks, stakeholder engagement methods, site review approach, data collection methods, mixed-methods analysis, triangulation of findings, cultural responsiveness and trauma-informed practice.
- Student Safeguarding, Privacy and Data Governance: describe the Proponent's approach to safe student engagement, consent or assent, parent or guardian consent where required by SBE, collection and handling of sensitive information, data storage, access controls, de-identification, reporting, retention, and secure disposition of project information and SBE-provided materials in accordance with this RFP and SBE direction.
- Resources: provide a statement and description of the physical, technical and human resources required to complete the Scope of Work.
- Engagement Team: identify the composition of the proposed team, if any, including:
  - project team members;
  - descriptions of the roles of team members; and
  - level of experience of the team members specific to the project.
- Outsourcing: If the Proponent must outsource or contract any work to meet the requirements contained in this RFP, this must be clearly stated in the proposal, and quoted costs must be inclusive of any outsourced or contracted work. Any proposal calling for outsourcing or contracting must include a name or description of the organizations being contracted.
- Proposed Delivery Dates: identify the proposed project schedule, milestone dates, stakeholder engagement dates and delivery dates for the deliverables in the Scope of Work.
- Client References: the names of up to three references which have used the services of the Proponent. References must include the client's name, title and contact information. Preference may be given to references for similar First Nation, Indigenous education, K-

12 education, public sector, student wellbeing, safety review or program evaluation engagements.

- Insurance: Proponents should describe their insurance coverage and limitations, including commercial general liability insurance, professional liability insurance, errors and omissions insurance and cyber liability insurance, where available.
- Cost Breakdown: Proponents must provide a firm fixed price, including administrative fees, travel, materials, expenses and all other costs required to complete the Scope of Work. The Proponent must provide a detailed cost breakdown for the proposed services, showing the total cost for all services, expenses, materials, deliverables and other costs. The Proponent should identify assumptions, optional services, hourly or day rates for additional work, taxes, travel charges and any cost exclusions. Total cost shall be in Canadian dollars.
- Appendices: The proposal must include completed copies of the forms attached to this RFP:
  - Appendix "A" - Form of Proposal.
  - The forms contained in Appendix "B" - Contractor Conflict of Interest and Disclosure Policy.

#### **14.0 EVALUATION CRITERIA**

- 14.1 Each proposal will be evaluated by the Evaluation Committee in accordance with this RFP.
- 14.2 The Evaluation Committee will select the Proponent, which in the Evaluation Committee's sole discretion best serves the overall needs of SBE. The Consultant will not necessarily be the Proponent with the lowest price.
- 14.3 The evaluation process will be based on the quality of the response to this RFP and whether it adequately fulfills the requirements set out in Section 13.0. The Evaluation Committee may also consider the Proponent's creative approach, overall problem-solving abilities, ability to meet deadlines, cultural responsiveness and alignment with SBE's needs, among other things.

Criteria	Scoring Percentage
Qualifications and Experience	15%
First Nations, Indigenous Education and Public Sector Experience	20%
Student Safety, Wellbeing and School Climate Expertise	20%
Project Approach, Methodology, Standards and Cultural Responsiveness	20%
Team Capacity, Timeline, Safeguarding and Data Governance	10%
Cost and Value	15%

## **PART E - TERMS AND CONDITIONS**

### **15.0 RIGHTS OF SIKSIKA BOARD OF EDUCATION**

- 15.1 This RFP is not a tender call and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by SBE.
- 15.2 By this RFP, SBE reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select a Proponent or attempt to negotiate an agreement with a Proponent as SBE considers desirable.
- 15.3 Without limiting the foregoing, SBE reserves the right to:
- (a) accept proposals based on criteria other than the lowest price of the bid;
  - (b) reject any or all proposals received in response to this RFP, whether or not compliant with this RFP;
  - (c) enter into negotiation with one or more Proponents on any or all aspects of their respective proposals;
  - (d) terminate negotiations with one or more Proponents before an Agreement is entered into for any reason, and enter into negotiations with a different Proponent or any other party;
  - (e) accept any proposal in whole, or in part;
  - (f) cancel or re-issue the modified version of a given RFP requirement at any time;
  - (g) award one or more Agreements to different Proponents;
  - (h) verify any information provided with respect to a given RFP requirement;
  - (i) request clarification where a submission is unclear prior to an award;
  - (j) award Agreements without competition for follow-up work, if any, to a Proponent for a given project requirement; and
  - (k) waive any irregularities in a proposal.

### **16.0 TERMS AND CONDITIONS**

### **No Obligation to Proceed**

- 16.1 Although SBE intends at this time to proceed through the RFP process in order to have the Scope of Work completed, SBE is under no obligation to proceed. There is no guarantee by SBE, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in an Agreement with SBE for the Scope of Work.

### **No Obligation to Respond**

- 16.2 SBE shall not be obligated to respond to any Proponent, except for the Consultant, and reserves the right to reject any or all proposals. Unsuccessful Proponents will not be debriefed by SBE.

### **Non-Collusion**

- 16.3 Proponents shall not discuss or communicate with any other Proponents about the preparation of their proposals. Each Proponent shall participate in this RFP process competitively and without collusion. Any Proponent found to have engaged in collusion may be disqualified.

### **Requirement for Written Contract**

- 16.4 The Evaluation Committee will review compliant proposals against the evaluation criteria set out in Section 14.0. Where a Consultant or more than one Consultant are chosen, a written Agreement must be entered into between SBE and the Consultant.
- 16.5 Final approval for awarding an Agreement to the Consultant will be made in accordance with applicable SBE approval and signing authorities, including any approvals required based on the total value of the proposed Agreement. All contractual terms and conditions may be subject to review by SBE's legal counsel, and such terms will include scope, budget, schedule, confidentiality, privacy, student information, data security, access to information and other necessary items pertaining to the work.

### **Costs Incurred Prior to an Agreement**

- 16.6 The Proponents' costs related to the preparation of a response to the RFP shall be entirely the responsibility of each Proponent. Expenses of any nature, including but not limited to legal and administrative expenses, incurred by the Consultant prior to the signing of an Agreement with SBE shall be the sole responsibility of the Consultant and may not be charged to or claimed from the SBE.

### **Cost Control**

- 16.7 The Consultant must monitor project costs closely as the services progress. If project costs are expected to exceed the contract price or any approved budget, the Consultant must

immediately notify SBE and provide details, including the cause of the anticipated overrun and proposed mitigation steps. The contract price must not be exceeded without SBE's prior written authorization.

### **Limitation of Liability**

- 16.8 SBE shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance by SBE of any proposal, or by reason of any delay in acceptance of a proposal.
- 16.9 The information contained in this RFP is supplied solely as guidance for Proponents. The information is not guaranteed or warranted to be accurate by SBE, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- 16.10 This RFP process is not intended to create and shall not create a formal, legally binding bidding process. For greater certainty, this RFP shall not give rise to any Contract A tendering law duties or any other legal obligations arising out of any process contract or collateral contract.
- 16.11 Neither a Proponent nor SBE shall have the right to make any claim against the other with respect to the outcome of this RFP process, including any decision by SBE to enter into an Agreement, not enter into an Agreement, amend or cancel this RFP, or any decision by a Proponent to withdraw its proposal.

### **Confidentiality**

- 16.12 Any Proponent or other person who, through this RFP process, gains access to confidential, privileged, sensitive, personal or proprietary information of SBE, Siksika Nation or any Related Body is required to keep strictly confidential all information which in any way reveals confidential business, financial, operational, technical, student, personnel, safety, security, program, strategy, planning, incident, facility, cultural or community information learned through this RFP process. This requirement will continue with respect to such information learned by the Consultant over the course of any Agreement which arises out of this RFP process.
- 16.13 SBE will consider all proposals confidential. SBE will, however, have the right to make copies of all proposals received for its internal review process.
- 16.14 The Consultant must ensure that its employees, subcontractors and agents comply with the confidentiality, privacy, student information, data security and records management requirements applicable to the project. The Consultant must not disclose, publish or use project information except as required to perform the services or as expressly authorized by SBE.

### **Ownership of Proposals and Deliverables**

16.15 All proposals and any related materials submitted pursuant to this RFP become the property of SBE. Proposals and supporting materials will not be returned to Proponents. All services and deliverables produced as a result of this RFP and any Agreement will be the exclusive property of SBE, subject to any pre-existing intellectual property rights of the Consultant identified in the Agreement.

### **Conflicts of Interest**

16.16 Each Proponent represents that, at the date of submitting a proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the Agreement, if the Proponent is the Consultant.

16.17 If, following the close of the RFP and prior to the term of a subsequent Agreement, a conflict or risk of conflict arises, the Proponent undertakes to notify SBE immediately in writing of that conflict or risk and take any steps that SBE reasonably requires. Any subsequent Agreement will contain conflict of interest terms.

## Appendix "A" - Form of Proposal

PROPONENT INFORMATION		
Legal name of Proponent		
Address		
City	Province	Postal Code
Phone Number	Email	

CONTACT PERSON	
<i>The Proponent authorizes the following contact person to represent the Proponent for the purposes of this proposal.</i>	
Name	Title
Phone Number	Email

**The undersigned, for and on behalf of the Proponent, declares that:**

1. The Proponent acknowledges that the RFP process will be governed by the terms and conditions set out in the RFP, and that these terms and conditions confirm, among other things, that this RFP process does not constitute a formal, legally binding tender process, does not give rise to Contract A, and that no legal relationship or obligation regarding the procurement of any goods or services as required by this RFP shall be created between the Proponent and SBE unless and until the Proponent and SBE execute an agreement.
2. The Proponent has carefully reviewed the RFP and has a clear understanding of the Scope of Work. The Proponent is able to provide the services in accordance with the requirements of the RFP for the cost breakdown set out in this proposal.

**I have the authority to bind the Proponent.**

AUTHORIZED SIGNATORY	WITNESS
Signature	Signature
Name and Title	Name and Title
Date	Date

## Appendix "B" - Contractor Conflict of Interest and Disclosure Policy

### 1. Scope and Purpose

In accordance with Part 3 of Schedule A to the *Siksika Nation Financial Administration Law*, all contractors and agents ("**Contractors**") of Siksika Nation and each Related Body must avoid circumstances that could result in them having a Conflict of Interest or Potential Conflict of Interest. Contractors and prospective Contractors must not attempt to obtain preferential treatment from Siksika Nation or its Related Bodies by offering gifts or benefits to Siksika Personnel that Siksika Personnel are prohibited from accepting under the *Siksika Nation Financial Administration Law*.

Contractors and prospective Contractors that believe they have a Conflict of Interest must disclose the circumstances in writing as soon as practical and refrain from participating in any discussions or decision-making respecting the circumstances of the Conflict of Interest or actions to be taken to avoid or mitigate the Conflict of Interest.

### 2. Submission of Disclosure Forms

A Contractor or prospective Contractor must submit any completed disclosure form required under this Appendix to both of the following representatives:

Van Le, Chief Financial Officer, Siksika Nation  
Email: vanl@siksikanation.com

Christopher Scout, Superintendent of Education, Siksika Board of Education  
Email: chriss@siksikaboardofeducation.com

### 3. Definitions

(a) "**Actual Conflict of Interest**" means:

- (i) circumstances in which an individual exercises a power or performs a duty or function and at the same time knows or ought to have known that in the exercise of the power or performance of the duty or function, there is an opportunity to benefit the individual's Private Interests; but
- (ii) does not include an individual's Private Interests if those Private Interests are:
  - (A) the same as those of a broad class of members of Siksika Nation, or
  - (B) so remote or insignificant that they could not be reasonably regarded as likely to influence the individual in the exercise of a power or performance of a duty or function;

(b) "**Chief Financial Officer**" means the officer responsible for overseeing the financial administration of Siksika Nation and its Related Bodies, and includes any person duly authorized to act on behalf of that officer;

(c) "**Conflict of Interest**" means an Actual Conflict of Interest or a Potential Conflict of Interest;

(d) "**Councillor**" means the Chief or any Councillor of Siksika Nation;

(e) "**Potential Conflict of Interest**" means circumstances in which a reasonably well-informed person would perceive that the individual's ability to exercise a power or perform a duty or function of their office may

be affected by the individual's Private Interests;

- (f) **"Private Interest"** exists when an individual has directly, or indirectly through a Related Person:
  - (i) an ownership or investment interest in any entity with which Siksika Nation or a Related Body has a transaction or arrangement;
  - (ii) a compensation agreement with Siksika Nation, a Related Body or with an entity with which Siksika Nation has a transaction or arrangement other than compensation under the contract with SBE, Siksika Nation or the Related Body;
  - (iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Siksika Nation is negotiating a transaction or arrangement; or
  - (iv) a legal commitment or financial interest to act in the best interests of another entity or individual;
- (g) **"Related Person"** is any one of the following persons or entities:
  - (i) the spouse or domestic partner;
  - (ii) the children under 18 years of age of the individual or of their spouse or domestic partner who the individual or their spouse or domestic partner is caring for as a parent;
  - (iii) a person for whom the individual or their spouse or domestic partner is acting as guardian;
  - (iv) a person, other than an employee, who is financially dependent upon the individual or their spouse or domestic partner;
  - (v) a person upon whom the individual is financially dependent; and
  - (vi) an entity in which the individual alone or that the individual together with any other person referred to in (i) to (v) above holds a controlling interest; and
- (h) **"Siksika Personnel"** means:
  - (i) a Councillor;
  - (ii) an officer or employee of Siksika Nation; and
  - (iii) an officer, director, or employee of SBE or any other Related Body.

#### 4. General Obligations

- (a) A Contractor must act at all times with integrity and honesty:
  - (i) in its dealings with Siksika Nation and each Related Body; and
  - (ii) in its dealings with any third party when the Contractor is representing or acting on behalf of Siksika Nation or a Related Body.
- (b) A Contractor must not attempt to obtain preferential treatment from Siksika Nation or a Related Body by offering gifts or benefits that Siksika Personnel are prohibited from accepting under this Contractor

Conflict of Interest and Disclosure Policy.

- (c) A Contractor must ensure that every employee or agent of the Contractor who is engaged to perform duties or functions under the contract with SBE, Siksika Nation or a Related Body is informed of their obligations under this Contractor Conflict of Interest and Disclosure Policy and must take steps to ensure that these employees or agents comply with these obligations.

## **5. Disclosure of Conflict of Interest**

- (a) If a Contractor or prospective Contractor believes that they have a Conflict of Interest, they must:
  - (i) disclose the circumstances in writing, on the form attached as Attachment 1, as soon as practical, in accordance with Section 2; and
  - (ii) refrain from participating in any discussions or decision-making respecting the circumstances of the Conflict of Interest until advised on actions to be taken to avoid or mitigate the Conflict of Interest.

## **6. Gifts or Benefits**

- (a) A Contractor may offer a gift or benefit to Siksika Personnel if the gift or benefit:
  - (i) would be considered:
    - (A) normal exchanges common to business relationships, including, but not limited to being a guest at a concert, being a guest at a sporting event, paying green fees for golfing, or being a guest for dinner,
    - (B) normal exchanges common at public cultural events of Siksika Nation;
  - (ii) is of nominal value;
  - (iii) is given by a close friend or relative as an element of that relationship; or
  - (iv) is of the type that the policies or directions of Chief and Council have determined would be acceptable if offered by Siksika Nation to another person.
- (b) Where a gift with a value greater than five hundred dollars (\$500) is given to any Siksika Personnel, the Contractor must make a written disclosure of the gift.
- (c) Section 6(b) does not apply to a gift received during a public cultural event of Siksika Nation.
- (d) Contractors and prospective Contractors must promptly disclose, in accordance with Section 2, all gifts offered by them to Siksika Personnel on the form attached as Attachment 2.
- (e) Contractors and prospective Contractors must promptly disclose, in accordance with Section 2, all meals, entertainment, or hospitality offered by them to Siksika Personnel on the form attached as Attachment 2.

## Attachment 1 - Declaration

I hereby declare that pursuant to the *Siksika Nation Financial Administration Law*.

**Select one of the following options:**

- I have reasonable grounds to believe that the Contractor, or a director, officer, or employee of the Contractor, has a Conflict of Interest or Potential Conflict of Interest. If selected, complete the disclosure below.
- I do not have reasonable grounds to believe that the Contractor, or a director, officer, or employee of the Contractor, has a Conflict of Interest or Potential Conflict of Interest.

*If you selected the first option, complete the following disclosure:*

CONFLICT OF INTEREST DISCLOSURE
Describe the circumstances that may be considered a Conflict of Interest or Potential Conflict of Interest.
Names of all parties involved.
Nature and extent of the private interest.

I hereby acknowledge that I have read the Contractor Conflict of Interest and Disclosure Policy and that I understand the requirement for disclosing Conflicts of Interest and Potential Conflicts of Interest. The information I have disclosed in this form is accurate to the best of my knowledge. If, at any time following the signing of this form, a material change occurs to any of the information I have disclosed regarding a Conflict of Interest or Potential Conflict of Interest, I shall immediately file a supplementary form.

SIGNATURE	
Name of contact person	Title
Signature	Date

## Attachment 2 - Gifts, Meals, Hospitality, Entertainment Disclosure Form

This form is to be used by a Contractor or prospective Contractor to disclose gifts, hospitality, or entertainment offered to Siksika Personnel outside of the limits set forth in the Contractor Conflict of Interest and Disclosure Policy.

GIFT, MEAL, HOSPITALITY OR ENTERTAINMENT DETAILS	
Person, group or organization providing the gift, hospitality or entertainment	
Description, including date, circumstances and type of transportation if provided	
Purpose of the gift, meal, hospitality or entertainment	
Contractor's representative	

ESTIMATED COST OR VALUE OF EACH SIGNIFICANT ITEM PROVIDED	
Transportation	Tickets
Lodging	Gift
Meals	Other
Total	

SUBMITTED BY	
Name of Contact Person	Title
Signature	Date