

Date	October 27, 2026
To	Board of Trustees
From	Ron Thompson, Superintendent of Schools
Subject	Authorization to Enter into Joint Elections Agreement with the City of Edmonton
Originator	Kelsey Duebel, Director Board and Superintendent Relations
Resource Staff	Todd Burnstad; Grace Garcia Cooke, KC; Nancy Petersen
Reference	Local Authorities Election Act Board Policy CHA.BP Board Delegation of Authority

ISSUE

The current 2017-2026 agreement between the City of Edmonton (COE) and Edmonton Public School Board (EPSB) for the administration of joint elections on a cost-recovery basis expires on December 31, 2026.

RECOMMENDATION

1. That the Division may enter into an agreement with the City of Edmonton to conduct joint elections for a term not longer than ten years, and that the agreement be in form and content acceptable to the Superintendent of Schools.
2. That the City of Edmonton's Returning Officer be appointed as the Board's Returning Officer for Trustee General Elections and any other Election required by the Board during the term of the agreement.

BACKGROUND

The COE has conducted school board elections for EPSB and the Edmonton Catholic School Board for the last 11 municipal elections. The COE manages the administration and operations of EPSB trustee elections on a cost-recovery basis.

Section 2 of the *Local Authorities Election Act* (LAEA) states that "An elected authority may by resolution enter into an agreement with one or more elected authorities in the same area for the conduct of an election". Administration will negotiate the agreement for 2027-2036 with the City of Edmonton, in form and content acceptable to the Superintendent of Schools.

RELATED FACTS

- This agreement will apply to all elections required by EPSB between the date that it is signed by both the COE and EPSB, until December 31, 2036.

- The draft agreement contains provisions for the following terms:
 - Financial Terms:
 - Trustee General Election Costs: School Boards pay shared Election Costs required to conduct the joint General Election on a cost recovery basis for costs that are attributable to the School Board election.
 - Special Board Election Costs: School Boards reimburse 100% of costs incurred exclusively for the purpose of preparing for and conducting any election, or portion of an election, required by the Board other than the Trustee General Election.
 - Non-Attributable Costs: School Boards are not responsible for any costs incurred by the City that are required by legislation for the City to prepare for and conduct the City's General Election for Council, but are not required for the Trustee General Election. Such costs are the sole responsibility of the City.
 - Authorities:
 - Joint Conduct: The parties agree to conduct Trustee General Elections and other required elections jointly with City elections pursuant to the *Local Authorities Election Act*.
 - Responsibility: The City is the authority responsible for the conduct of the election and ensures compliance with procedures prescribed under the *Local Authorities Election Act*, including:
 - Adherence to all legislated election procedures.
 - Retention and destruction of all election materials in accordance with legislative requirements.
 - Delegated Authority: The City assumes all rights, powers, and duties necessary for the conduct of the election.
 - Access and Privacy:
 - Data Stewardship: The City acts as the School Boards' contractor and handles information in accordance with the *Local Authorities Election Act*, *Protection of Privacy Act*, and the *Access to Information Act*.
 - Dispute Resolution:
 - Arbitration: If direct resolution fails, a single arbitrator will be jointly appointed. Costs are shared 50/50, subject to the arbitrator's discretion under the *Arbitration Act*. Decisions are final and binding.
 - Indemnity and Liability:
 - Mutual Indemnity: Both parties indemnify one another for claims arising from negligence, misfeasance, willful conduct, or omissions.
 - Decision Defense: The Returning Officer retains the right to defend any claim related to the decisions of the Returning Officer. Defense costs are allocated in the same method as Election Costs.
- The COE or EPSB may terminate this agreement by providing the other party at least one year written notice.

CONSIDERATIONS and ANALYSIS

Joint elections eliminate duplication in administration, staffing, locations, logistics, and advertising. This streamlined approach to the management of both elections by one administrator makes it easier for voters to participate in the democratic process.

NEXT STEPS

Upon approval of the recommendation, the Superintendent of Schools will finalize and approve the 2027-2036 joint elections agreement, in collaboration with the COE.

KD: kd