

*Prairie South Schools*  
**BOARD OF EDUCATION**

August 14, 2018  
10:00 a.m.  
Central Office, 1075 9<sup>th</sup> Avenue NW, Moose Jaw

**AGENDA**

- 1. Board Planning Session (10:00 – 12:00 p.m.) Call to Order**
  - 1.1 Personnel Matter**
  - 1.2 Avonlea Local Improvement Tax**
  - 1.3 Line of Credit Change**
  - 1.4 Bargaining Update**
- 2. Adoption of the Agenda**
- 3. Adoption of the Minutes**
- 4. Decision/Discussion**
  - 4.1. Briercrest Christian Academy agreement
  - 4.2. Personnel Matter
- 5. Information**
  - 5.1. Homeschool – Board Trustee Kessler inquiry
  - 5.2. Position Statement
- 6. Adjournment**

MINUTES OF THE SPECIAL BOARD MEETING OF THE PRAIRIE SOUTH SCHOOL DIVISION NO. 210 BOARD OF EDUCATION held at Central Office, 1075 9<sup>th</sup> Avenue NW, Moose Jaw, Saskatchewan on June 27, 2018 at 10:00 a.m.

Attendance Dr. S. Davidson; Ms. M. Jukes; Mr. A. Kessler; Mr. T. McLeod; Ms. D. Pryor; Mr. J. Radwanski; Ms. G. Wilson; Mr. B. Swanson; Mr. L. Young; D. Welter, Manager of Human Resources; D. Teneycke, Superintendent of School Operations; T. Baldwin, Director of Education; B. Girardin; Superintendent of Business & Operations; P. Thomas, Executive Assistant

Regrets: Trustee R. Bachmann

Presentations

Motions

- |                 |   |         |
|-----------------|---|---------|
| 06/27/18 – 2949 | That the meeting be called to order at 10:06 a.m.<br>- McLeod | Carried |
| 06/27/18 – 2950 | That the Board adopt the Agenda.<br>-Pryor                    |         |
| 06/27/18 – 2951 | That the Board adopt the 20180612 Minutes.<br>-Wilson         | Carried |
| 06/27/18 – 2952 | That the B  |         |



	Briercrest Associate School		
Intent:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Current Status:

Pros and Cons:

Legal Implications:

Prepared By:	Date:	Attachments:

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT

BETWEEN:

The Board of Education of the Prairie South School Division of  
Saskatchewan

(hereinafter called "the Board")

AND:

## ARTICLE I – INTERPRETATION

- 1.01 In this agreement, and in any schedules or appendices attached to it, or any amendments to same, the terms utilized shall have the same meaning as specified in The Education Act 1995 and any regulations made thereunder, particularly The Independent Schools Regulations.
- 1.02 The organization of this agreement into sections and the insertion of headings are for convenience of reference only and shall not affect interpretation and construction.
- 1.03 This agreement is subject to and shall be interpreted according to the laws of the Province of Saskatchewan.
- 1.04 To the best of its knowledge, no provision of this agreement conflicts with any agreement that the Board has entered into with its various employee groups. In the event that a conflict arises between application of this agreement and any other the Board has, or may in the future have, with its employee groups, the parties hereto agree that this agreement shall be amended to remedy such conflict so that same conforms with any such other agreement.
- 1.05 The Parties acknowledge and agree that the provisions of this Agreement shall not extend to or apply in respect of any services beyond those pertaining to
- (a) teaching staff,
  - (b) supervision, management and direction of teaching staff,
  - (c) curriculum leadership and support for teaching staff, and
  - (d) professional development opportunities for teaching staff

and that any additional services shall be subject to another agreement, if any, between the Parties.

## ARTICLE II – TERM

- 2.01 The parties acknowledge that this agreement is entered into on the condition that the mutual desirability of the arrangement between the parties for the purposes specified herein continues. The terms of this agreement may be renewed or extended as agreed by the parties. This Agreement continues in force until terminated in accordance with Article X.

## ARTICLE III – PERSONNEL

- 3.01 The professional teaching staff of the Associate Schools shall:

- (a) be employees of the Board with all the rights and responsibilities associated therewith and governed by all policies, procedures and practices of the Board applicable to its employees; and
  - (b) be members of the appropriate employee bargaining unit within the school division.
- 3.02 All non-teaching staff of the Associate School shall be and remain employees of the Associate School and, as such, shall be governed by the policies, procedures and practices of the Associate School applicable to its employees. Nothing herein contained shall be construed to establish an employer/employee relationship between such non-teaching employees and the Board.
- 3.03 The parties shall share the responsibility for recruiting, selecting and hiring the teaching staff for the Associate School and in so doing shall take into account the religious objectives of the Associate School as more particularly described in the preamble and Appendix A. A committee, with equal representation from both parties, shall be established.

- (a) to subscribe to the Goals of Education for Saskatchewan in accordance with Departmental Policy F.1.2, "Accredited Independent Schools: Goals of Education";
  - (b) to conform to provincial curriculum policy, in accordance with Departmental Policy F.1.3, "Accredited Independent Schools: Curriculum and Instruction" with respect to:
    - (i) required areas of study;
    - (ii) Common Essential Learnings;
    - (iii) locally determined options; and
    - (iv) adaptive dimension; and
  - (c) to provide approved programs and courses of study, in accordance with Departmental Policies D.3, "Submitting Programs (Grades 1 to 9) for Approval" and F.1.3.
  - (d) that the Associate School shall raise sufficient revenues to meet its financial responsibilities in operating the Associate School as enumerated herein.
- 4.02 The parties agree that the Basic Rate grant Associate School grant received by the Board from the Department/Ministry determined on the basis of the students enrolled at the Associate School shall be allocated on a September 1 to August 31 fiscal year basis as follows:
- (a) the Board shall retain 4% of the total Basic Rate grant Associate School grant as an administration fee. The Associate school grant for purposes of the administration fee will be determined by the ministry grant multiplied by all students enrolled in Briercrest Christian Academy.
  - (b) the remaining 96% of Basic Grant rate the Associate School Grant



4.03

- 6.03 The Associate School shall, at its expense, provide all equipment, supplies and materials necessary for the operation of the program offered at its School. recognized that all, or a portion, of these costs may be assumed by parents of pupils

## ARTICLE VIII – REVIEW OF THE AGREEMENT AND OTHER MEETINGS OF THE PARTIES

- 8.01 The Parties agree that in January of each year, each Party shall designate representatives to review :
- a. the provisions of this Agreement and the continuing efficacy of each provision;
  - b. actual and projected enrolments in the Associate School;
  - c. budgetary constraints of the Parties;
  - d. the need, if any, to recommend amendments to the Agreement to the Associate School and the Board;
  - e. any other matter of significance or consequence to the Parties in their collaborative endeavour to operate the Associate School
- 8.02 Either party has the right to convene a meeting between designated representatives of each Party, upon at least seven days notice in writing. The Parties agree to cooperate in scheduling such meetings, so that each Party can effectively participate and attend.

## ARTICLE IX– ASSETS AND INSURANCE

- 9.01 All assets of the Associate School established prior to the commencement of this Agreement shall remain, during the period hereof, the assets of the Associate School
- 9.02 All assets of the Board are and shall remain, during the term hereof, the assets of the Board.
- 9.03 All assets belonging to the Associate School shall, upon termination of this agreement, be retained by the Associate School, similarly all assets belonging to the Board, shall remain the property of the Board.
- 9.04 Nothing contained in this agreement shall be construed as either party assuming any responsibility whatsoever for any liabilities of the other party.

## ARTICLE X – TERMINATION

- 10.01 The parties agree that this Agreement may be terminated:
- a. at any time by written mutual agreement between the Parties;
  - b. upon eighteen months written notice by either party, such notice to be provided no later than February 28 of the year preceding the effective date of the termination, such effective date of termination to be the commencement date of the school year in the following year that notice of termination is provided.

10.02 In the event that this Agreement is terminated, it shall be terminated in a way which

[The page contains a large area of horizontal black lines, likely representing a redacted document or a scan artifact.]

Meeting Date:	August 14, 2018	Agenda Item #:	5.1
Topic:	Trustee Inquiry – Home-Based Education		
Intent:	<input type="checkbox"/> Decision	<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Information

Background:

At the June meeting of the Board of Education of Prairie South Schools, Trustee Kessler made the following Inquiry:

x “Do our home school parents submit education f:

<b>Meeting Date:</b>	August 14, 2018	<b>Agenda Item #:</b>	5.2
<b>Topic:</b>	SSBA Position Statement on Position Statement Development		
<b>Intent:</b>	<input type="checkbox"/> Decision	<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Information

<b>Background:</b>	<p>An SSBA committee met in July 2018 to review and summarize feedback received as follows:</p> <ul style="list-style-type: none"> <li>x Responding Boards are generally satisfied with Position Statement 1.1</li> <li>x Groups or subgroups of membership encourage the RPD Committee to specifically consult with the group or subgroup.</li> </ul>
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<b>Current Status:</b>	The RPD Committee reviewed clause A.2 of Position Statement which reads "The Executive will establish and oversee the RPD Committee." (sw)-3.4(o)enf d5.34
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<b>Financial Implications:</b>	
<b>Governance/Policy Implications:</b>	As a result of the feedback received, no edits to the existing Position Statement are being recommended by the RPD Committee. The existing Position Statement will be put forward to the membership at AGM for approval.
<b>Legal Implications:</b>	
<b>Communications:</b>	

<b>Prepared By:</b>	<b>Date:</b>	<b>Attachments:</b>
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### POSITION 11: Development of Position Statement

Association position statements address key issues for Prairies 12 education and describe the shared beliefs of the Conseil scolaire francophone and their Association. Boards of Education/Conseil scolaire through their Association develop positions on education issues for the benefit of students and to inform the public. Consistent with the

#### A. Development of Position Statement

1. An appropriate resolution of the Executive may identify the need for the development of a position statement.
2. The Executive may establish a working committee to develop a draft statement.
3. The draft statement will be circulated to the membership for comment.
4. Position statements will be considered and voted on at a General Meeting of the Executive. A position statement may be adopted by a majority of the Executive.
5. The Executive may after appropriate consultation with the membership adopt an interim position on any matter under which to operate until an approved statement of position is approved by the membership at the next available opportunity.

#### B. Review of Position Statements

1. Each position statement will be reviewed every five years, however, a position may be reviewed at any time upon a resolution of the Executive.
2. A position will be reviewed when a resolution of the Executive is adopted which is inconsistent with the current position statement.

#### Commentary:

Pursuant to the requirement to review Position Statements every five years, this Position Statement was reviewed and approved in November 2013.