

*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. Carried  
- McLeod

06/27/18 – 2950 That the Board adopt the Agenda. Carried  
-Pryor

06/27/18 – 2951 That the Board adopt the 20180612 Minutes. Carried  
-Wilson

06/27/18 – 2952 That the Board go into closed session at 10:08 a.m. Carried  
-Kessler

Trustee Davidson arrived at 10:30 a.m.

06/27/18 – 2952 That the Board reconvene in open session at 11:12 a.m. Carried  
- Davidson

Trustee Jukes declared a conflict of interest and recused herself from the remainder of the meeting.

06/27/18 – 2953 That the Board adopt the recommendation of the Director of Education regarding Briefing Note 180627-01 dated June 27, 2018. Carried  
- Davidson

06/27/18 – 2954 That the Board go into closed session at 11:14 a.m. Carried  
- Wilson

06/27/18 – 2955 That the Board reconvene in open session at 12:27 p.m. Carried  
-Radwanski

Trustee McLeod declared a conflict of interest and recused himself for this matter. Trustee Davidson assumed the Chair.

06/27/18 – 2956 That the Board confirm Motion 2936 dated June 12, 2018 related to the recommendation of the Director of Education regarding Briefing Note 180612 – 01 dated June 12, 2018. Carried  
-Wilson

Trustee McLeod resumed the Chair at 12:30 p.m.

06/27/18 – 2957 That the meeting be adjourned at 12:32 p.m. Carried  
- Pryor

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Tim McLeod  
Chair

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Tony Baldwin  
Director of Education

Next Regular Board Meeting:

Date: August 14, 2018  
Location: Board Office, Moose Jaw, SK

DRAFT

# AGENDA ITEM

<b>Meeting Date:</b>	August 14, 2018	<b>Agenda Item #:</b>	04.1
<b>Topic:</b>	<b>Briercrest Associate School</b>		
<b>Intent:</b>	<input type="checkbox"/> Decision	<input type="checkbox"/> Discussion	<input type="checkbox"/> Information

**Background:** The Briercrest College and Seminary has changed the name of Caronport High School to Briercrest Christian Academy. As a result of this the agreement was reviewed and a few minor changes have been made, which reflect the current act and current funding.

**Current Status:** The revised agreement will need to be approved by the Prairie South Board

**Pros and Cons:**

**Financial Implications:**

**Governance Implications:**

**Legal Implications:**

**Communications:**

<b>Prepared By:</b>	<b>Date:</b>	<b>Attachments:</b>
Bernie Girardin	June 29, 2018	Proposed Revised Agreement with Briercrest College and Seminary

***Recommendation:***

That the board approve the revised agreement with Briercrest College and Seminary for the operation of Briercrest Christian Academy Associate School.

## 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:

**The Briercrest College and Seminary**

(hereinafter called “the Associate School”)

**WHEREAS** the Board operates a Pre-Kindergarten – Grade 12 public school system in the Province of Saskatchewan, pursuant to the provisions of *The Education Act, 1995*;

**AND WHEREAS** the Board accepts the opportunity to accommodate a broad range of educational needs in an increasingly pluralistic society;

**AND WHEREAS** the Associate School is a non-profit corporation operating an independent school that has, as its principal objective, the advancement of education from a religiously-based philosophical perspective;

**AND WHEREAS** the Associate School’s philosophy, mandate and objectives are more particularly described as follows and as further described in Appendix “A”:

~~Caronport High School~~ BRIERCREST CHRISTIAN ACADEMY, operated by Briercrest College and Seminary, is a private, confessional secondary school in the evangelical Protestant tradition. Employees must be committed to historic Christian orthodoxy and be supportive to the religious traditions of Briercrest College and Seminary. Employees agree to sign an institutional covenant that highlights the nature of the institution, what is believed and taught by those employed, what is practiced and expected in terms of lifestyle (Appendix A).

**AND WHEREAS** the Board has the authority pursuant to ~~subsection 33(2) and subclause 92(b)(iii) of *The Education Act 1995*~~ and the Associate School has the authority pursuant to subsection 6(1) of the Independent Schools Regulation ~~as a non-profit corporation~~, to enter into agreements for any purpose considered necessary and advantageous to the quality and efficiency of educational and related services available to school-age children.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein, the parties covenant and agree, as follows:

## **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 its 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 School 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 are more particularly described in the preamble and Appendix A. A committee, with equal representation from both parties, shall be established to perform the staffing functions specified.
- 3.04 The teaching staff allotment for the Associate School shall be determined on an annual basis prior to each school year on the basis of the teacher staffing practices of the Board (staffing formula), the September 30<sup>th</sup> projected enrolments for the Associate School and other applicable staffing considerations as determined by the Board in consultation with the Associate School (for example, teacher allotments over or under the staffing formula).
- 3.05 Notwithstanding the provisions of Articles 3.01 and 3.02, the Associate School shall be responsible for all costs associated with the teaching staff allotment including, but not limited to, salaries, employer benefit contributions, teacher leaves, teacher replacement staffing, teacher professional development, and other teacher related costs incurred with respect to the Associate School teaching staff pursuant to Board policies, procedures and practices and collective agreements applicable to the teaching staff of the Board. The Parties acknowledge that these costs are initially paid by the Board, and then subsequently charged back as a cost against amounts that would otherwise be paid to the associate school.
- 3.06 A list of substitute teachers whose religious objectives and distinctives are in keeping with those of the Associate School, shall be established prior to each school year, and updated as required.

#### **ARTICLE IV – OPERATIONS**

- 4.01 The Associate School, in the operation of its School, agrees:

- (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 shall be first used to cover all Associate School teacher staff related costs incurred by the Board pursuant to clause 3.05.
- (c) the anticipated remaining funds from the ~~Basic Grant rate~~ Associate School grant shall be paid to the Associate School in equal monthly instalments over a period of (12 months) commencing in September of each year.
- (d) the Associate School shall be responsible for any costs exceeding 96% of Associate School grant.
- (e) the grant allocation and instalments to the Associate School shall be amended for any funding changes made to the Associate School grant by the Department during the fiscal period.
- (f) a final reconciliation for the fiscal period shall be completed no later than November 30<sup>th</sup> of each year. Any unused portion of the Basic Rate grant shall be disbursed to the Associate School. Any excess of the total of the administration fee, teacher costs, instalments and other payments to the Associate School over the Associate School grant received from the Department shall be applied as a charge against the current year grant.

- 4.03 Access to the Board's specialized program staff shall be provided on a consultative basis for curricular issues. The allocation of services will be determined in consultation with the Board.
- 4.04 The Associate School agrees to operate its School with the number of school days as specified by the Minister pursuant to subsection 163(2) of *The Education Act* and, insofar as possible, to adopt a calendar which parallels the one established by the Board.
- 4.05 In the event that at-risk/special needs students enrol in the Associate School, the Board agrees to pay to the Associate School all provincial grant monies over and above the Basic Rate grant received by the Board as a direct result of the students' enrolment in the school. In return, it shall be the Associate School's responsibility to provide appropriate support staff and programming to meet the students' special needs in consultation with the Board's Superintendent of Student Support Services.

#### **ARTICLE V- TEACHER REDUNDANCIES**

- 5.01 The Parties agree that:
- (a) in the event that a redundancy arises at the Associate School, then the Associate School shall assume the cost of any associated redundancy pay, in the first instance;
  - (b) in the event that a redundancy arises within the teaching complement of the Board, outside of the Associate School, then the Board shall assume the cost of any associated redundancy pay, in the first instance.
- 5.02 The Parties agree that they shall strive to accommodate redundant teachers:
- (a) in the case of a redundant teacher at the Associate School, by placing them in another school operated by the Board, and;
  - (b) in the case of a redundant teacher at another school operated by the Board, by placing them in the Associate School, taking into account the religious objectives of the Associate School, as more particularly described in the preamble and Appendix A.

#### **ARTICLE VI – FACILITIES, SUPPLIES AND INSURANCE**

- 6.01 The Associate School agrees to assume full responsibility for provision, operation and maintenance of necessary facilities and grounds for the operation of its School in accordance with facility guidelines established by the Department.
- 6.02 The Parties agree to name each other, and the other's Board, employees, officers and any other persons whether remunerated or not, who are carrying out duties on behalf of the Party, as additional named insureds on their general liability insurance policies; copies of same to be provided to the other Party on or before the opening day of each school year.

- 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. It is recognized that all, or a portion, of these costs may be assumed by parents of pupils in attendance at the school.
- 6.04 The Associate School shall, at its expense, be responsible for the provision, scheduling and monitoring of all aspects of pupil transportation associated with operation of the Associate School; provided that it is recognized that all, or any portion, of this responsibility may be assumed by parents/guardians of pupils in attendance at the school. Transportation for students in the schools' attendance area may be considered upon written request to the Board. Where the request for transportation involves a rural student that may be accommodated on an existing bus route of the Board and where a transportation grant is provided by the Department for that student sufficient to cover the Board's cost, the Board may retain the grant in exchange for providing the transportation service.

## **ARTICLE VII – COMMUNICATION AND NOTICES**

- 7.01 There shall be established a joint committee for the purpose of maintaining a formal channel of communication between the parties, consisting of three persons designated by each of the parties. The Director of Education (or designate) and President of the Associate School (or designate) shall act as committee co-chairs. Meetings shall be held at the request of either party. Minutes of each meeting shall be recorded and copies distributed to the parties. In the event of an issue or difference arising between the parties that cannot be resolved satisfactorily by this committee, the matter shall be referred to the Board and Associate School respectively for consideration, following which a meeting of said parties shall be arranged, if necessary, for discussion and determination of the matter.
- 7.02 Notice by one party to the other shall be given in writing, and shall be mailed, postage prepaid, or delivered to such other party as follows:

To The Board:

Chairperson  
Board of Education of the Prairie South  
School Division No. 210 of Saskatchewan  
1075 9<sup>th</sup> Ave N.W.  
Moose Jaw, Saskatchewan, S6H 1V7

To the Associate School:

President  
XXXX  
Street  
Town, Saskatchewan, Postal Code

**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 co-operate 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 as 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, and, 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; or
  - 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 year following the 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 minimizes disruption to the pupils and staff at the Associate School, and to the other staff and pupils of the Board.

**ARTICLE XI – ARBITRATION**

The parties further covenant and agree:

11.01 In the event of any dispute arising between the parties as to anything set out in this agreement, or its interpretation, then the same shall be settled by arbitration, as provided for in *The Arbitration Act* of Saskatchewan.

11.02 There shall be no appeal from the arbitration award.

**IN WITNESS WHEREOF** the parties have hereunto affixed their corporate seals attested to by the hands of their duly authorized officers in that behalf on the day and year first written above.

BRIERCREST COLLEGE AND  
SEMINARY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

THE BOARD OF EDUCATION OF THE  
PRAIRIE SOUTH SCHOOL DIVISION  
NO. 210

Per: \_\_\_\_\_

Per: \_\_\_\_\_

# Certificate of Registration

I certify that:

BRIERCREST CHRISTIAN ACADEMY

102050125

was registered as a Saskatchewan Business Name - Sole Proprietor under

*The Business Names Registration Act*

on May 01, 2018.



A handwritten signature in black ink, appearing to read "Steve Hogg", is written over a horizontal line.

Director of Corporations  
May 01, 2018

# AGENDA ITEM

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

<b>Background:</b>	<p>At the June meeting of the Board of Education of Prairie South Schools, Trustee Kessler made the following Inquiry:</p> <ul style="list-style-type: none"> <li>“Do our home school parents submit a educational yearly plan for each home schooled child? Do they then send in a year-end follow-up evaluation?”</li> </ul>
<b>Current Status:</b>	<p>Home-based educators in Saskatchewan are required to register with a school division yearly. Part of the registration process includes submitting a registration form and an educational plan for each home-based student. Currently at Prairie South, Superintendent Huschi reviews each educational plan, and works with parents to ensure that available supports are in place according to the needs in individual education plans. A component of the educational plan is a description of a summative review of the yearly progress of the student. This summative evidence can be presented in a format that is mutually agreeable to the parent(s) and the school division, and generally includes a portfolio of work completed by the student during the course of a school year.</p>
<b>Pros and Cons:</b>	
<b>Financial Implications:</b>	
<b>Governance/Policy Implications:</b>	
<b>Legal Implications:</b>	
<b>Communications:</b>	

<b>Prepared By:</b>	<b>Date:</b>	<b>Attachments:</b>
Tony Baldwin	August 14, 2018	

***Recommendation:***

That the Board review the information provided.

# AGENDA ITEM

<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 the feedback received as follows:</p> <ul style="list-style-type: none"> <li>Responding Boards are generally satisfied with Position Statement 1.1</li> <li>Groups or sub-groups of membership encourage the RPD Committee to specifically consult with the group or subgroup.</li> </ul>
<b>Current Status:</b>	The RPD Committee reviewed clause A.2 of Position Statement 1.1 which reads “The Executive will establish a working committee to gather information, consult the membership and draft the statement of position.” The Committee is satisfied that the language of consultation described in clause A.2 is broadly framed so that there is operational flexibility on how to conduct membership consultations including groups and sub-groups.
<b>Pros and Cons:</b>	
<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>
Tony Baldwin	August 14, 2018	<ul style="list-style-type: none"> <li>SSBA Position Statement: Development of Position Statement</li> </ul>

***Recommendation:***

That the Board review the information provided.

## **Position Statement – Development of Position Statement**

### **POSITION 1.1: Development of Position Statement**

Association position statements address key issues for PreK to 12 education and describe the shared beliefs that direct united action by boards of education/Conseil scolaire fransaskois and their Association. Boards of education/Conseil scolaire fransaskois through their Association develop positions on education issues for the benefit of students and to inform the public. Position Statements will guide executive and staff in developing strategic plans that are consistent with and support the position statements.

#### **A. Development of Position Statements**

1. An approved resolution from a General Meeting or the Executive may identify the need for the development of a statement of position.
2. The Executive will establish a working committee to gather information, consult the membership and draft the statement of position.
3. The draft statement will be circulated to all member boards for input.
4. Position statements will be considered and voted on at a General Meeting under the sponsorship of the Executive. A vote of not less than two-thirds of the votes cast is required for adoption of a position statement.
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 on a five-year cycle, however, a position may be reviewed at any time upon the direction of the Executive.
2. A position will be reviewed when a resolution at a General Meeting is adopted which is inconsistent with the current position.

#### ***Commentary:***

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