

Prairie South Schools
BOARD OF EDUCATION

AUGUST 14, 2012
10:30 a.m. – 4:00 p.m.
Central Office, 15 Thatcher Drive East, Moose Jaw

AGENDA

10:00-10:30 a.m. Planning Session

1. **Call to Order**

2. **Adoption of the Agenda**

3. **Adoption of Minutes**

4. **Delegations/Presentations**
 - 4.1 **Delegations – NONE**
 - 4.2 **Presentations – NONE**

5. **Decision Items**
 - 5.1 **Notice of Motion: Unexpended SCC PD Funds**
 - 5.2 **Loan for Cornerstone Christian School**
 - 5.3 **Draft LINC Agreement**

6. **Discussion Items – NONE**

7. **Consent Items**
 - 7.1 **Suspensions**
 - 7.2 **Approved Tenders**
 - 7.3 **Appoint Members to Gravelbourg Elementary's SCC**
 - 7.4 **Appoint Members to Westmount's SCC**

8. Committee Reports

8.1 Standing Committees

- 8.1.1 Higher Literacy and Achievement
- 8.1.2 Equitable Opportunities
- 8.1.3 Smooth Transitions
- 8.1.4 Strong System-Wide Accountability and Governance
- 8.1.5 Advocacy and Networking
- 8.1.6 Rural Catchment Review
- 8.1.7 Marketing Advisory

8.2 Adhoc Committees

- 8.2.1 South Hill
- 8.2.2 Annual General Meeting Improvement

9. Identification of Items for Next Meeting Agenda:

- Notice of Motions
- Inquiries

10. Professional Sharing/Round Table

11. Adjournment

MINUTES OF THE REGULAR BOARD MEETING OF THE PRAIRIE SOUTH SCHOOL DIVISION NO. 210 BOARD OF EDUCATION held at Central Office, 15 Thatcher Drive East, Moose Jaw, Saskatchewan on June 12, 2012 at 10:00 a.m.

Attendance: Ms. C. Christopherson-Cote; Mr. D. Crabbe; Mr. S. Davidson; Mr. R. Gleim; Ms. J. Jelinski; Mr. A. Kessler; Mrs. J. McMaster; Mr. G. Stewart; Mr. B. Swanson; Mr. L. Young; J. Finell, Director of Education; B. Girardin, Superintendent of Business and Operations; L. Meyer, Superintendent of Learning; R. Boughen, Superintendent of Human Resources; S. Kitts, Superintendent of School Operations; B. Compton, Superintendent of School Operations; D. Briggs, Communications Co-ordinator; H. Boese, Executive Assistant

Regrets: D. Huschi, Superintendent of School Operations

Presentations: Michelle Sanson, Manager of Planning & Building, City of Moose Jaw (11:00-11:30 a.m.)

Motions:

- | | | |
|-----------------|--|----------|
| 06/12/12 – 1723 | That the meeting be called to order at 10:45 a.m.
- Christopherson-Cote | Carried |
| 06/12/12 – 1724 | The following items were added to the agenda:
5.8 February 2013 Board Meeting Date
5.9 Board Marketing Advisory Committee
That the Board adopt the agenda as amended.
- Swanson | Carried |
| 06/12/12 – 1725 | That the Board adopt the Minutes of the regular meeting of May 1, 2012 as presented.
- Gleim | Carried |
| 06/12/12 – 1726 | That the Board target 3 million dollars (net surplus) over three to five years to develop and enhance PAA opportunities in Prairie South Schools.
- Kessler | Carried |
| 06/12/12 – 1727 | That we table motion 06/12/12 – 1726 until the November, 2012 regular board meeting.
- Swanson | Defeated |
| 06/12/12 – 1728 | That the Board approve the hiring of a PAA project coordinator for a two year term to start August, 2012.
- McMaster | Carried |
| 06/12/12 – 1729 | That the Board allow comments from the gallery.
- Swanson | Carried |
| 06/12/12 – 1730 | That Prairie South School Division No. 210 enter into an agreement with Cornerstone Christian School Incorporated to be the guarantor of a loan for the remaining balance of the original loan.
- Young | Tabled |

- 06/12/12 – 1731 That we table motion 06/12/12 – 1730 until the next board meeting after we explore options of financing this loan ourselves.
- Swanson Carried
- 06/12/12 – 1732 That we go into closed session at 11:45 a.m.
- Davidson Carried
- 06/12/12 – 1733 That we reconvene in open session at 12:30 p.m.
- Stewart Carried
- That the Board break at 12:30 p.m.
- That the Board reconvene at 1:00 p.m.
- 06/12/12 – 1734 That the Kincaid HVAC Phase 2 project tender be awarded to CCR Construction Ltd. of Regina, Saskatchewan at a bid of \$975,833 plus GST.
- Davidson Carried
- 06/12/12 – 1735 That the Board declare the facilities of Prairie South School Division closed on Monday, December 24, 2012.
- McMaster Carried
- 06/12/12 – 1736 That the Board adhere to Policy 801-1 Eligibility for Transportation in regards to the request from the Martin family.
- McMaster Carried
- 06/12/12 – 1737 That the Board appoint Bernie Girardin, Superintendent of Business & Operations, as Returning Officer for the October 24, 2012 School Board Election.
- Stewart Carried
- 06/12/12 – 1738 That the Board reschedule the February Board Meeting to February 12, 2013 and the Board Planning Meeting to February 13, 2013.
- Gleim Carried
- 06/12/12 – 1739 That the Board establish a Marketing Advisory Committee comprised of Darrell Crabbe, Joan McMaster, one of the Chair or Vice-Chair and the Communications Coordinator.
- Gleim Carried
- 06/12/12 – 1740 That the Board receive the consent items and approve the recommendations contained therein, as presented.
- Young Carried

Committee Reports

Standing Committees:

Higher Literacy & Achievement

- The Continuous Learning Framework (CLf) is complete. Trustees were given a binder with the full document and were informed that it is now up on the Division website <http://www.prairiesouth.ca/staff/curriculum-a-learning/comprehensive-learning-framework.html>

Equitable Opportunities

- No report given.

Smooth Transitions

- No report given.

Strong System-Wide Accountability and Governance

- No report given.

Advocacy and Networking

- Further work on the MLA buddy program has been put on hold over the summer and will be rolled out in the fall as part of the completed Marketing Communications Plan.

Rural Catchment Review

- No report given.

Adhoc Committees:

South Hill

- The Times Herald new weekly publication (FYI) had a large piece on South Hill Productions musical “Not So Old School”.
- Overall, the musical was a huge hit. Attendance, comments by viewers and student participation were all positive. The dessert social that was held after the show was a great chance for community interaction.

Annual General Meeting of Electors Improvement

- The debrief meeting has been rescheduled for later in June due to conflicts in scheduling.

Notice of Motions

06/12/12 – 1741

That any unexpended individual school SCC PD funds from the 2011-12 fiscal year be carried forward to the 2012-2013 fiscal year.

- Swanson

Professional Sharing/Roundtable

06/12/12 – 1742

That the board commend our staff who were involved with the National Early Years Conference held in Moose Jaw May 2012.

- Kessler

Carried

The Board thanked Sandi Kitts for her many years of exemplary service to the students and staff of Prairie South.

Adjournment

06/12/12 – 1743

That the meeting be adjourned at 1:44 p.m.
- Stewart

Carried

Colleen Christopherson-Cote
Chair

B. Girardin
Superintendent of Business and Operations

Next Regular Board Meeting:

Date: August 14, 2012
Location: Central Office, Moose Jaw

DRAFT

AGENDA ITEM

Meeting Date:	August 14, 2012	Agenda Item #:	5.1
Topic:	Notice of Motion: Unexpended SCC PD Funds		
Intent:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Discussion	<input type="checkbox"/> Consent <input type="checkbox"/> Information

Background: At the June 12, 2012 Regular Meeting the following notice of motion was made:
"That any unexpended individual school SCC PD funds from the 2011-12 fiscal year be carried forward to the 2012-2013 fiscal year."

Current Status: Currently unexpended funds are carried forward from the SCC operating grants.

Pros and Cons:

Financial Implications:

Governance Implications:

Legal Implications:

Communications:

Prepared By:	Date:	Attachments:
Bernie Girardin	August 7, 2012	n/a

Recommendation:
Board decision.

AGENDA ITEM

Meeting Date:	August 14, 2012	Agenda Item #:	5.2
Topic:	Loan for Cornerstone Christian School		
Intent:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Discussion	<input type="checkbox"/> Consent <input type="checkbox"/> Information

Background:

In 2001 Cornerstone Christian School (CCS) and Thunder Creek School Division entered into an agreement whereby Thunder Creek was a guarantor for a loan taken out by CCS. The loan was in the amount of 1.3 million dollars and was used for renovations and additions to the school building.

CCS has negotiated a better rate with a different bank and still requires us to be the guarantor for the new loan. The current balance of the loan as of June 1, 2012 is \$835,446.40. CCS is making monthly principal payments of \$6578.32. As indicated in the letter from Mr. Falk, CCS will be able to reduce the remaining amortization from 11 years to 10 years.

At the June board meeting a recommendation came forward to approve the new loan. The loan has also been approved by the Minister of Education. However the following motion was adopted at the June 12, 2012 meeting:

That we table motion 06/12/12 – 1730 until the next board meeting after we explore options of financing this loan ourselves.

Current Status:

Pros and Cons:

Pros:

- Prairie South could make more on the return than we can currently at the bank.
- Cornerstone Christian could repay the loan quicker if Prairie South lent the money to them at a lower rate.

Cons:

- Cash is used up that could be used for Prairie South projects or may be needed later.
- Lending money is not the core business of Prairie South.
- Lending money is not part of the mandate for Prairie South.
- School Boards are not set up to be lenders.
- The loan would need to be disclosed separately in the financial statements.
- The loan would be open to scrutiny by the auditors and the provincial auditor.
- The provincial auditor may possibly comment on what the public money was intended for and what it was used for.

- The board would be under public scrutiny for lending money to another entity.

Financial Implications:

The Board would realize the following in interest revenue from a loan to Cornerstone Christian:

at a rate of 2.0% \$ 87,023
 at a rate of 2.5% \$109,645
 at a rate of 3.0% \$128,430

If the total amount of the loan (\$835,000) was invested in the bank account at 1.38% and over 10 years the Board would realize: \$115,230

If the total amount of the loan (\$835,000) was invested in a GIC at 2.3% for 10 years the Board would realize: \$192,050.

Governance Implications:

The Board needs to consider if this is part of Prairie South’s mandate. Is the role of the Board to lend money to other organizations? It is true that the Board is still taking the risk of the loan by being the guarantor. In both cases PSS210 continues to receive funding directly from the ministry on behalf of Cornerstone Christian School. Therefore, as long as they remain a going concern the funding will continue to come into our hands. Currently the Board does not have a policy that deals with loaning money. The Board needs to consider if the public money received was intended for loans.

Legal Implications:

In accordance with information received from the Ministry the reserves and grant money are unrestricted. Therefore permission is not needed from the Ministry to loan the money to Cornerstone Christian School.

Communications:

Prepared By:	Date:	Attachments:
Bernie Girardin	July 6, 2012	

Recommendation:

It is recommended that the Board not proceed with a loan to Cornerstone Christian School.

However the following motion is recommended:

That Prairie South School Division No. 210 enter into an agreement with Cornerstone Christian School Incorporated to be the guarantor of a loan for the remaining balance of the original loan.

AGENDA ITEM

Meeting Date:	August 14, 2012	Agenda Item #:	5.3
Topic:	Draft LINC Agreement		
Intent:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Discussion	<input type="checkbox"/> Consent <input type="checkbox"/> Information

Background: On Monday, June 11, 2012, Jeff and I met with the LINC Bargaining Committee to negotiate. The negotiations were purely language based as we agreed to not discuss monetary items until 2013. At the end of the day, we reached a new tentative agreement. On Tuesday, June 19, 2012, the proposed contract was passed by Prairie South teachers with 93.3% support. Please refer to the attachments for the proposed changes.

Current Status: The current LINC agreement expires August 18, 2012.

Pros and Cons: n/a

Financial Implications: There are no financial implications because all proposed changes are language based.

Governance Implications: n/a

Legal Implications: n/a

Communications: n/a

Prepared By:	Date:	Attachments:
Ryan Boughen	June 26, 2012	LINC Agreement Highlights & Draft LINC Agreement

Recommendation:

That the Board pass a motion to approve the proposed LINC agreement.

LINC 2012.2013 HIGHLIGHTS

June 11, 2012

Section 11: Recognition of Extra-curricular Service Days (ROS Days)

11.6.2 ROS Days Combined with NS Days:

Added clause: *“Additional NS hours (rate as per 12.5.1) can be earned but must be paid out in the school year in which they were earned.”*

11.6.4 Modified clause:

Only the Superintendent of Human Resources or designate may approve the use of ROS days ~~in the following circumstances:~~ in conjunction with other leaves.

- ~~• in excess of 3-day blocks;~~
- ~~• in conjunction with other leaves;~~
- ~~• in conjunction with Christmas, winter break or Easter vacation or on designated non-student days (e.g. convention, PD, inservice, school opening, school closing).~~

~~Leaves in excess of three days or leaves of more than one day in conjunction with a holiday break defined above will normally be granted only once in any three year period for any teacher.~~

Section 12: Noon Supervision Days (NS Days)

12.5.1 Updated clause to current rate *“17.51 (12/13 rate)”*

12.9.2 Added clause: *“Additional NS hours (rate as per 12.5.1) can be earned but must be paid out in the school year in which they were earned.”*

12.9.3 Modified clause:

Only the Superintendent of Human Resources or designate may approve the use of NS days ~~in the following circumstances~~ in conjunction with other leaves.

- ~~• in excess of 3-day blocks;~~
- ~~• in conjunction with other leaves;~~
- ~~• in conjunction with Christmas, winter break or Easter vacation or on designated non-student school days (e.g. convention, PD, inservice, school opening, school closing).~~

~~Leaves in excess of three days or leaves of more than one day in conjunction with a holiday break defined above will normally be granted only once in any three year period for any teacher.~~

Section 13: Application of Recognition of Service (ROS) Days and Noon Supervision Days (NS Days)

13.8 Modified clause:

Only the Superintendent of Human Resources or designate may approve the use of ROS/NH days ~~in the following circumstances:~~ **in conjunction with other leaves.**

- ~~• in excess of 3-day blocks;~~
- ~~• in conjunction with other leaves;~~
- ~~• in conjunction with Christmas, winter break or Easter vacation or on designated non-student school days (e.g., convention, PD, inservice, school opening, school closing);~~

~~Leaves in excess of three days or leaves of more than one day in conjunction with a holiday break defined above will normally be granted only once in any three year period for any teacher.~~

13.11 NS Payouts – added actual rate:

Any NS payouts shall be at the rate of **\$17.51 (12/13 rate)** per hour with an annual adjustment based on the corresponding percentage adjustment of the provincial teachers' salary grid.

Section 15: Pressing Leave

15.6 Added Clause: **“Pressing leave shall not normally be used for scheduled events.”**

Subsequent number change for 15.7 and 15.8

Section 17: Graduation/Convocation Leave

17.2 Modified clause:

A teacher shall be granted leave with pay for one (1) day to attend **one of: the** convocation, graduation, or awarding of completion certificate of self, partner, child, or parent from a post-secondary institution.

Section 18: Special Leaves

18.1.1 Modified clause:

A teacher shall be granted leave with pay for a period of up to three (3) teaching days per school year in order to attend a provincial, national, or international meeting or conference in which said teacher holds a **key office or current** executive position.

Section 20: Education Leaves/Tuition Reimbursement

20.4.1 Modified clause:

Upon application teachers may be reimbursed for tuition for post secondary **accredited** courses.

Section 21: School Determined Professional Development

21.4 Modified clause:

All professional development expenses shall be reimbursed at current school division rates. This shall include mileage, hotels, ~~meals~~, parking, substitute teacher costs, and registration fees. Original receipts are required for **meals**, hotels, parking, and registration.

PRAIRIE SOUTH SCHOOL DIVISION No. 210

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS AND THE BOARD OF EDUCATION



Ratified: ????

*This Agreement made at Moose Jaw
in the province of Saskatchewan
this ___ day of _____, 2012*

Effective August 18, 2012 - August 18, 2013

BETWEEN

The Board of Education of the Prairie South School Division No. 210 of Saskatchewan hereinafter called "The Board,"

AND

The Bargaining Committee appointed by the Teachers of the Prairie South School Division No. 210 of Saskatchewan under provision of Section 231 of *The Education Act 1995*, hereinafter called "the Teachers."

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THE PRAIRIE SOUTH SCHOOL DIVISION No. 210 LINC AGREEMENT

PREAMBLE

In consideration of harmonious relations of employment, the parties to this Agreement acknowledge the following with respect to the collective bargaining process:

1. Pursuant to Section 232 (2) (a) of *The Education Act, 1995*, and unless otherwise amended, for each and every collective bargaining agreement between the parties, bargaining collectively shall occur with respect to the following matters:
 - sabbatical leave for teachers;
 - education leave for teachers;
 - salaries for substitute teachers;
 - the duration of the local agreement;
 - pay periods for teachers; and
 - special allowances for teachers.
2. Pursuant to Section 232 (2) (b) of *The Education Act, 1995*, and unless otherwise amended, both parties of the bargaining committee may jointly agree to bargain collectively with respect to matters other than those mentioned in (1).
3. Pursuant to Section 232 (4) of *The Education Act, 1995*, and unless otherwise amended, a collective bargaining agreement between the parties shall not "contain terms regulating the selection of teachers, the courses of study, the program of studies, or the professional methods and techniques employed by a teacher."

TERMS OF AGREEMENT

Section 1

- 1.1 This Agreement negotiated in accordance with *The Education Act, 1995*, shall be effective from August 18, 2012 to August 18, 2013 and shall remain in effect until replaced or revised. *See Interpretive Bulletin #1.*

EMERGENT ISSUES COMMITTEE

Section 2

2.1 Committee Mandate

The purpose of the Emergent Issues Committee shall be to discuss any emerging issues and/or for local collective agreement clarification and interpretation in order to clarify the contract or in order to resolve potential misunderstandings.

2.2 Committee Composition

The Emergent Issues Committee shall consist of Central Office and Prairie South Teachers' Association (PSTA) members:

Director
Human Resources Superintendent
LINC chairperson
PSTA president
two other LINC members

2.3 Meetings

The committee shall meet a minimum of twice per year.

2.4 Meeting Protocol

Protocol will follow the guidelines of *Good Practices and Dispute Resolution, 2002*.

NEGOTIATION / PROFESSIONAL LEAVE

Section 3

3.1 Local Bargaining Committee

- 3.1.1 Members of the teachers' local bargaining committee, to a maximum of ten (10) teachers of the PSTA, shall suffer no loss of salary for required absence from their regular teaching duties for the purpose of participating in negotiations, mediation, conciliation, and arbitration proceedings which pertain to local negotiations with Prairie South School Division No. 210.
- 3.1.2 There shall be a mutual understanding between LINC and Central Administration representatives that LINC duties shall be divided between school and non-school time.
- 3.1.3 The Board and PSTA shall determine sharing of costs prior to the onset of negotiations.

3.2 Local Association Professional Leave

- 3.2.1 In consideration of the demographics of the school division and in mutual recognition of the value of positive working relationships, the Board shall provide an annual grant to the Prairie South Teachers' Association in

the amount of \$10,000 payable by September 30. *See Interpretive Bulletin #2.*

3.2.2 Local Association President

- 3.2.2.1 The president of the PSTA shall be granted release time to conduct the business of the local association.
- 3.2.2.2 The percentage of president release for the coming year shall be determined by the PSTA Executive and communicated to the Superintendent of Human Resources no later than March 30.
- 3.2.2.3 The PSTA shall reimburse the Board, in monthly installments, the salary for the percentage of the president's release time according to the salary rate of the Provincial Collective Bargaining Agreement.

3.2.3 Local Association Officers

- 3.2.3.1 The PSTA shall be granted up to forty (40) days paid leave per school year to carry out the business pertaining to the PSTA. Authorization for such days shall be made by the PSTA President or designate.
- 3.2.3.2 These days shall be shared among the officers as determined by the PSTA Executive.
- 3.2.3.3 The PSTA will reimburse the Board on a monthly basis actual substitute teachers' salary for leave days.
- 3.2.3.4 STF councillors shall receive two (2) paid days in lieu of time spent on councillor duties. These STF Councillor Recognition of Service (ROS) days shall not be considered *in addition to* the maximum four (4) ROS/NS days that may be earned in any one school year as per Section 13. STF Councillor ROS days are not eligible for carry-over to the following year. For unused STF Councillor ROS days, a councillor shall be paid out by the PSTA in the amount of actual current rate of substitute teacher salary.

PAY PERIODS	Section 4
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- 4.1 Teachers shall be paid over a ten-month (10) period. Teachers on continuing contracts shall have the option of being paid in twelve (12) monthly payments by notifying Payroll of the Prairie South School Division with written notice by June 15 prior to the beginning of the upcoming school year. The option shall remain in effect for the subsequent school year(s) unless written notification of change is provided by June 15 prior to the upcoming school year.
- 4.2 Teachers shall be paid their monthly salary by the 25th of the month or the last working day prior to the 25th, via direct deposit to the financial institution of their choice.
- 4.3 A teacher leaving the division or taking a long-term leave shall be paid all salary owing on the last teaching day provided all required work has been completed.
- 4.4 Prairie South Teachers' Association annual fees shall be deducted in ten (10) equal payments as determined by the local association no later than June 1. For teachers employed less than full time, local association fees shall be paid according to the PSTA constitution/bylaws. Any changes to this amount shall require thirty (30) days' written notice by the PSTA president to the Human Resources Department of the Prairie South School Division.
- 4.5 The EI rebate shall be paid to each teacher on a monthly basis.

PAY ADVANCE: NEW TEACHERS

Section 5

- 5.1 A Teacher new to the Prairie South School Division may request, upon signing the contract, an early payment of 25% of the first month's salary, to be paid to the teacher within ten (10) working days of the first date of employment.

CONSULTANT / COORDINATOR ALLOWANCES

Section 6

- 6.1 A teacher employed by the Board and appointed to a position as a consultant shall be paid an allowance equal to ten per cent (10%) of maximum of Class VI on the current Provincial Collective Bargaining Agreement for teachers multiplied by the percentage of time assigned as a consultant.
- 6.2 A Teacher employed by the Board and appointed to a position as a coordinator shall be paid an allowance equal to fifteen per cent (15%) of maximum Class VI on the current Provincial Collective Bargaining Agreement for teachers multiplied by the percentage of time assigned as a coordinator.
- 6.3 Part-time consultants who received full-time allowance prior to the signing of this contract shall continue to receive the full-time allowance as long as the consulting portion of their assignment is not reduced.
- 6.4 Consultant/Coordinator Reimbursement Rate
- 6.4.1 Consultants/coordinators who must travel in the performance of their duties shall be paid at the current Board mileage rate. No mileage shall be paid for travel to the consultant's/coordinator's "home" office.
- 6.4.2 Consultants/coordinators traveling within the city of Moose Jaw and Assiniboia shall be reimbursed for mileage at the rate of \$5.00 per traveling day or mileage at the current Board rate for actual kilometers traveled.
- 6.4.3 Consultants/coordinators traveling outside the city of Moose Jaw and Assiniboia shall be reimbursed for mileage at the current Board rate for actual kilometers traveled.

ITINERANT TEACHERS

Section 7

- 7.1 Definition
- An itinerant teacher is a teacher whose contract indicates he/she is assigned to more than one school as determined by Central Office.
- 7.2 Itinerant teachers traveling between schools shall be assigned a "home" school.
- 7.3 Itinerant Teachers' Reimbursement Rate
- 7.3.1 Itinerant teachers who must travel in the performance of their duties shall be paid at the current Board mileage rate. No mileage shall be paid for travel to the teacher's "home" school.
- 7.3.2 Itinerant teachers traveling within the city of Moose Jaw and Assiniboia shall be reimbursed for mileage at the rate of \$5.00 per traveling day OR mileage at the current Board rate for actual kilometers traveled.
- 7.3.3 Itinerant teachers traveling outside the city of Moose Jaw and Assiniboia shall be reimbursed for mileage at the current Board rate for actual kilometers traveled.

7.4 Itinerant teachers are responsible for submitting their claims for travel reimbursement.

TRAVEL REIMBURSEMENT

Section 8

- 8.1 When required by the Board to travel in the performance of duties, teachers shall be reimbursed for expenses incurred. *See Interpretive Bulletin #3.*
- 8.2 Payment shall be according to Board approved policy rates for mileage, meals and accommodations. Receipts are required for hotels. It is agreed that mileage shall be paid for sufficient vehicles to transport the staff in question ensuring that each vehicle is fully utilized.

VACANCIES

Section 9

- 9.1 Notices of all administrative and teaching position vacancies shall be sent to the principal and staff of each school in the division at the same time and prior to advertisement in the media.

SUBSTITUTE TEACHERS

Section 10

- 10.1 A substitute teacher shall be paid 1/197 (number of days designated by the Ministry of Education to constitute a school year) of the minimum Class IV of the Provincial Teachers Agreement.
- 10.1.1 Retroactive pay resulting from the Provincial Collective Bargaining Agreement negotiations will not be calculated on substitute pay.
- 10.2 After substituting for five (5) continuous/uninterrupted days for the same teacher in the same position, the substitute teacher, upon the sixth and pursuant days, shall be paid salary according to their classification and experience. holiday or professional development day does not constitute a break in continuous days.
- 10.3 Substitute teachers shall be paid for .4 or .5 or .6 or 1.0 of a full day's pay depending on the school's hours assigned to each portion of the day (e.g. high school).
- 10.4 In rural schools part time teachers may substitute in the same school for less than .4 and more than .6 of a day.
- 10.5 A substitute teacher shall be paid no later than the 10th day of the month following a month in which they provided substitute service. The first substitute pay date in each new school year will be no later than October 10.

RECOGNITION OF EXTRA-CURRICULAR SERVICE DAYS (ROS Days)

Section 11

11.1 Definition

Recognition of Service Days (ROS Days) are days that are awarded in recognition of the specific service provided for extra-curricular supervision which may be utilized as days off with pay or paid out at the specified rate.

- 11.2 Extra-curricular activities shall be defined as the supervising or conducting of any school-initiated student activities
- 11.2.1 which have been approved by the Director or designate.
- 11.2.2 which occur outside the required hours of instruction.

- 11.2.3 where the teacher is not receiving other remuneration (e.g., If the teacher is providing noon supervision under Section 12 this would not qualify for extra-curricular recognition).
- 11.2.4 which are not for students' academic credit or support (e.g., Study groups and tutoring support academics do not qualify for extra-curricular recognition).

11.3 Hours of Service

11.3.1 ROS for extra-curricular activities shall occur as follows:

- 25 hours of service - ½ day in recognition of service
- 50 hours of service - 1 day in recognition of service
- 75 hours of service – 1 ½ days in recognition of service
- 100 hours of service - 2 days in recognition of service
- 125 hours of service - 2 ½ days in recognition of service
- 150 hours of service - 3 days in recognition of service.
- 250 hours of service – 4 days (4th day must be paid out)

There shall be no carry-over of **hours** to the following school year.

11.3.2 These paid days off (ROS days) shall be used no later than June 30 of the following school year.

11.3.3 For unused ROS days, or ROS days not carried over (11.6), a teacher shall be reimbursed according to the current rate of substitute teacher salary.

11.4 Calculation of Hours

11.4.1 On a designated school day, extra-curricular activities shall be calculated according to actual hours of service.

11.4.2 On overnight extra-curricular trips where a teacher(s) supervises a trip the teacher(s) shall earn hour for hour accumulation of ROS recognition.

11.5 Part-Time Teachers

11.5.1 Part-time teachers who use ROS days do so prorated to their contracts to a maximum of five (5) days of their part-time days (*see Section 13.9.2*).

11.6 Accumulation of Recognition of Service Days (ROS Days)

11.6.1 ROS Days:

In any one school year a teacher can accumulate a maximum of four (4) ROS days. Three (3) unused ROS days may be carried forward to the next year, with the accumulation limited to five (5) days in that year. Carry-over shall be in half day or full day increments. A maximum of five (5) days may be used in any one school year.

11.6.2 ROS Days Combined With NS Days:

In any one school year a teacher can accumulate a maximum of

- four (4) ROS days, or
- three (3) NS days (*see Section 12*), or
- a combination of both to a maximum of three (3) days (not including the fourth ROS paid out day).

Additional NS hours (rate as per 12.5.1) can be earned but must be paid out in the school year in which they were earned.

Three (3) unused days may be carried forward to the next year, with the accumulation limited to five (5) days in that year. A maximum of five (5) days may be used in any one school year.

- 11.6.3 The school administrator shall approve ROS Days considering substitute teacher availability.
- 11.6.4 Only the Superintendent of Human Resources or designate may approve the use of ROS days in conjunction with other leaves.

NOON SUPERVISION DAYS (NS Days)

Section 12

12.1 Preamble

The Board recognizes that every teacher is entitled to a work-free lunch time. Any teacher who provides supervision at noon does so voluntarily through a contractual agreement with the Board and shall be recognized under the provisions of this clause.

12.2 Noon supervision is recognized as a separate contract of employment with the Board.

12.3 Definition

Noon Supervision Days (NS Days) are days recognized as payment for the supervision of students during the period of the school day designated as the lunch time.

12.4 Number of Supervisors

The number of noon supervisors at each school shall be determined by Prairie South School Division Administrative Procedures.

12.5 Recognition Options

12.5.1 Any teacher who engages in a contractual agreement to provide supervision at noon shall choose one of following options:

- be paid at the rate of \$17.51 (12/13 rate) per hour (pro-rated for actual number of minutes of noon supervision) with an annual adjustment based on the corresponding percentage adjustment of the provincial teachers' salary grid.
- be entitled to earn one (1) NS day with pay for every 18 hours of voluntary noon supervision to a maximum of three (3) days per school year which may be taken in full day or half-day blocks; or
- be paid a combination of hourly salary and NS Days.

12.5.2 A teacher who chooses to be recognized for noon supervision as outlined in the above clause shall not claim this time towards ROS days associated with extra-curricular recognition. *See Interpretive Bulletin #4.*

12.6 Notification of Commitment

Where possible prior to June 30 teachers shall provide to the school administration their intent to provide noon supervision for the following school year. This shall be confirmed on the first day of the new school year. Teachers may discontinue noon supervision with 30 days' written notice to the school administration.

12.7 New Teachers During Academic Year

On commencement of employment, new teachers shall be provided with the option of participating in noon supervision.

12.8 Noon Supervision Year-End Payout

By June 1 teachers shall inform Payroll, via their school administration, of their intention to carry forward their unused NS days in whole or in part. Where such notification is not provided, teachers shall be paid in accordance with the monetary provisions of this contract.

12.9 Accumulation of Noon Supervision Days (NS Days)

12.9.1 NS Days:

In any one school year a teacher can accumulate a maximum of three (3) NS days. Three (3) unused NS days may be carried forward to the next year, with the accumulation limited to five (5) days in that year. A maximum of five (5) days may be used in any one school year.

12.9.2 NS Days Combined With ROS Days:

In any one school year a teacher can accumulate a maximum of

- four (4) ROS days (*see Section 11*), or
- three (3) NS days, or
- a combination of both to a maximum of three (3) days.

Additional NS hours (rate as per 12.5.1) can be earned but must be paid out in the school year in which they were earned.

Three (3) unused days may be carried forward to the next year, with the accumulation limited to five (5) days in that year. A maximum of five (5) days may be used in any one school year.

12.9.3 The school administrator shall approve NS Days considering substitute teacher availability.

Only the Superintendent of Human Resources or designate may approve the use of NS days in conjunction with other leaves.

APPLICATION OF RECOGNITION OF SERVICE (ROS) DAYS AND NOON SUPERVISION (NS) DAYS

Section 13

13.1 ROS days and/or NS Days shall be granted to teachers in recognition of voluntary service for extra-curricular activities and/or for noon supervision of students.

13.2 A teacher must earn all days prior to using them. In special circumstances a school administrator may approve one (1) day before it is fully earned. If by June 10 of the current year the day is not earned the teacher shall forfeit the teacher's per diem salary, unless special approval has been granted by the school administrator based on completion of hours no later than June 30 of the current school year.

13.3 In one school year a teacher can accumulate a maximum of four (4) ROS days OR three (3) NS days, OR a combination of both. Three (3) unused days may be carried forward to the next year, with the accumulation limited to five (5) days in that year. A maximum of five (5) days may be used in any one school year.

13.4 ROS days shall be used within one (1) school year of being earned. Carry-over shall be limited to one year.

13.5 Days in excess of those provided for in Section 13 shall be paid out according to the provisions of Section 11.3.3 (extra-curricular supervision) or Section 12.5.1 (noon hour supervision).

13.6 For the purpose of this contract a half day shall be one morning or one full afternoon.

13.7 School administration shall approve the ROS/NS days considering the substitute teacher availability.

13.8 Only the Superintendent of Human Resources or designate may approve the use of ROS/NH days in conjunction with other leaves.

13.9 Part-time Teachers and Recognition of Service Days

13.9.1 Part-time teachers who use ROS days or NS days do so prorated to their contracts to a maximum of five (5) days of their part-time days.

13.9.2 Recognition for part-time teachers shall be applied as follows:

- A 10% teacher who has earned three (3) days takes 3 days @ 10% which equals .30 from the bank of 3 days. 2.7 days remain in the bank for payout. The 2.7 days may be paid out or 2 days may be carried forward to the next year with the remaining .7 paid out.
- A 20% teacher who has earned three (3) days takes 3 days @ 20% which equals .6 from the bank of 3 days. 2.4 days remain in the bank for payout.
- A 50% teacher working half days who has earned three (3) days takes 3 days @ 50% which equals 1.5 from the bank of 3 days. 1.5 days remain in the bank for payout. The 1.5 days may be paid out or carried forward.
- A 50% teacher working full days every second day who has earned three (3) days takes 3 days at 100% which equals 3 days from the bank of 3 days. 0 days remain in the bank for payout.

13.10 ROS Payouts

Any ROS days paid out shall be at the current rate of substitute teacher salary.

13.11 NS Payouts

Any NS payouts shall be at the rate of \$17.51 (12/13 rate) per hour with an annual adjustment based on the corresponding percentage adjustment of the provincial teachers' salary grid.

COMPASSIONATE LEAVE	Section 14
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14.1 Definition

For the purpose of this Agreement, immediate family is defined as a teacher's spouse or partner of either sex, child, father, mother, brother, sister, grandparent, or grandchild of a teacher or of a teacher's partner. It also includes the partner of a teacher's child, grandchild, brother, or sister. Partner is defined as the individual who you have been living with for at least three (3) months.

14.2 In The Event of Serious Illness

- 14.2.1 In the event of each serious illness/injury within a teacher's immediate family, the teacher shall be granted compassionate leave with pay, to a maximum of five (5) school calendar days in a school year.
- 14.2.2 The Superintendent of Human Resources, may grant a maximum of three (3) additional days.

14.3 In The Event of Death

- 14.3.1 A teacher shall be granted leave with pay for a period not to exceed five (5) school calendar days in the event of a death of each member of a teacher's immediate family or the immediate family of a teacher's partner.
- 14.3.2 The Superintendent of Human Resources, may grant a maximum of three (3) additional days.
- 14.3.3 The Superintendent of Human Resources, may grant compassionate leave in instances other than the immediate family.
- 14.3.4 Up to a full day with pay shall be granted without loss of salary to act in an official capacity at a funeral. Official capacity would include being a pallbearer or eulogist.

14.4 Family Responsibilities

- 14.4.1 A teacher may be granted leave without pay to deal with family responsibilities.
- 14.4.2 The length of time shall be mutually agreed upon between the teacher and the Superintendent of Human Resources.

PRESSING LEAVE

Section 15

15.1 Pressing Leave:

- 15.1.1 Teachers with continuing full-time contracts or replacement contracts shall be granted days not to exceed two (2) days with pay within any one (1) school year to attend to:
- pressing matters
 - significant family events; or
 - emergencies which are beyond the control of the individual (e.g. disaster, fire, flood, snowstorm).

15.2 Pressing leave may be private and confidential. In consideration of privacy, these days may be accessed in the following manner:

- teacher requests can be made to the administrator who may confirm the leave or consult with the Superintendent of Human Resources; or
- in extenuating circumstances, teacher requests can be made directly to the Superintendent of Human Resources, after first notifying the administrator that the request has been made.

15.3 Teachers on temporary contracts employed for a period of greater than three (3) months may be granted pressing leave at the discretion of the Superintendent of Human Resources.

15.4 Part-time teachers' leave under this section shall be pro-rated according to their percentage of employment.

15.5 Pressing leave shall not be used for recreational purposes.

- 15.6 Pressing leave shall not normally be used for scheduled events.
- 15.7 Pressing leave days shall not be paid out or carried over to the following year.
- 15.8 In the event a teacher does not wish to provide a reason for a pressing day's leave, one (1) day may be taken at the cost of the current rate of substitute teacher salary with such cost deducted from the teacher's salary.

MATERNITY / PARENTING / ADOPTION LEAVE

Section 16

- 16.1 A teacher shall be granted maternity leave, parenting leave, and adoption leave in accordance with *The Labour Standards Act* and the Provincial Collective Bargaining Agreement. However, the teacher shall qualify for leave-without-pay as specified in *The Labour Standards Act*.
- 16.2 Parenting/Adoption Leave
- 16.2.1 Leave of up to two (2) days with pay shall be granted to a parent at the birth of or adoption of his/her child.
- 16.2.2 Leave of up to two (2) days with pay shall be granted to a non-birthing parent for the birth of his/her child.
- 16.2.3 In extenuating circumstances, the Superintendent of Human Resources may grant birth/parenting/adoption leave in excess of two (2) days with pay.

GRADUATION/CONVOCAATION LEAVE

Section 17

- 17.1 A teacher shall be granted leave with pay for one (1) day to attend the high school graduation of partner or child.
- 17.2 A teacher shall be granted leave with pay for one (1) day to attend one of: convocation, graduation, or awarding of completion certificate of self, partner, child, or parent from a post-secondary institution.
- 17.3 A teacher shall be granted leave with pay for one (1) day for defense of the teacher's thesis or dissertation.

SPECIAL LEAVES

Section 18

- 18.1 Teachers Holding Executive Positions
- 18.1.1 A teacher shall be granted leave with pay for a period of up to three (3) teaching days per school year in order to attend a provincial, national, or international meeting or conference in which said teacher holds a current executive position.
- 18.1.2 Upon request the Superintendent of Human Resources may approve up to two (2) additional days of leave with pay.
- 18.2 Teachers and Competitions
- 18.2.1 A teacher may be granted leave with pay for a period up to two (2) days per school year in order to attend a

provincial, national, or international championship event in which a teacher actively competes and has earned the right to compete at the event. This clause refers to participation in high level competitions rather than recreational/invitational championships.

18.2.2 There may be exceptional circumstances where the Superintendent of Human Resources may approve two (2) additional days of leave with pay to a teacher to compete in a provincial, national, or international championship event where the teacher has earned the right to compete at this level.

18.2.3 The leave shall be without pay where the teacher involved is paid for participating in the event.

18.3 Emergencies Beyond The Control Of The Individual

18.3.1 A teacher shall be granted leave with full salary up to a maximum of two (2) days in any school year for absences from work for emergencies beyond the control of the individual. These emergencies may result from a disaster, fire, flood, or snowstorm.

18.3.2 Upon request, the Superintendent of Human Resources, on behalf of the Board, may grant additional days with or without pay.

LEAVE OF ABSENCE WITHOUT PAY

Section 19

19.1 The Superintendent of Human Resources, on behalf of the Board, may grant leave of absence without pay for a period of four (4) days to fourteen (14) months.

19.2 For leaves greater than one (1) month a teacher shall make application four (4) months prior to the commencement of the leave.

19.3 The school administrator may grant up to three (3) days leave without pay to a teacher per school year.

EDUCATION LEAVES/TUITION REIMBURSEMENT

Section 20

20.1 Funding

20.1.1 The Board of Education shall make budget provision for the granting of education leaves and tuition reimbursement.
The provision shall not be less than an amount equal to the maximum of Class VI salary.

20.1.2 In the event there are other initiatives that provide education funding (i.e. government funding, Recruitment and Retention funding), those dollars shall be in addition to the maximum of Class VI salary.

20.1.3 Remaining funds shall be carried forward to the following school year.

20.2 Education Leave and Advisory Committee (ELAC) and Application Procedure

20.2.1 A Selection Committee for education leaves and tuition reimbursement shall be composed of the following members:

- the Superintendent of Human Resources
- the PSTA president
- two (2) teachers appointed by the PSTA Executive

20.2.2 Applications for tuition reimbursement shall be submitted to the Education Leave Advisory Committee (ELAC) by March 1, June 1, or October 1.

20.2.3 Applications will be considered as per the guiding principles of ELAC.

20.3 EDUCATION LEAVES

20.3.1 Preamble

The Board of Education and the teachers in its employ recognize the value of education leave and mutually agree to promote its utilization.

20.3.2 Definition

An education leave is a period of time during which a teacher undertakes a program of study to meet a need in the school division.

20.3.3 Terms of Leaves

20.3.3.1 Where leave is granted under this section, the teacher and the Superintendent of Human Resources shall execute a written agreement incorporating the appropriate terms and conditions stated herein.

20.3.3.2 Short-Term Leave

A short term leave shall consist of six (6) months or less. Reasons for a short term leave may include the following:

- taking classes,
- conducting research,
- acquiring information through visiting other school systems,
- attending education conferences,
- contributing to the professional growth of a teacher, or
- other purposes related to the welfare of the school system.

20.3.3.3 Long-Term Leave

A long term leave shall be greater than six (6) months, to a maximum of fourteen (14) months.

20.3.4 Eligibility

To be eligible to apply for a short-term or long-term education leave,

- the teacher must be employed under a continuing full-time or part-time contract of employment and have been employed by the Board for a minimum of three (3) years; or
- the teacher may qualify with less than three (3) years of service at the discretion of the Superintendent of Human Resources; however,
- the teacher shall not qualify when teaching under temporary or replacement contracts.

20.3.5 Salary Awards

Salary during an education leave shall be 50%-75% of the maximum of the salary the teacher would have received by teaching during the period of the leave.

20.3.6 Applications

An application outlining the program of study to be undertaken shall be submitted to the selection committee (ELAC) no later than March 1 for leaves commencing in May, May 1 for leave commencing in August or later and October 1 for leaves commencing in January.

20.3.7 Return Service Provisions

- 20.3.7.1 Immediately following the leave, the teacher shall provide the following return service to the Board:
- one (1) year of return service for a short-term leave, or
 - two (2) years of return service for a long-term leave.
- 20.3.7.2 Upon return to the school system, the teacher shall be placed in a position as determined by the school division administration after consultation with the teacher.
- 20.3.7.3 Should the teacher fail to successfully complete the program approved as a condition of the leave, the teacher shall undertake to refund the full amount of the payment made together with interest at the prime bank lending rate prevailing at the time the leave was granted. The refunding shall commence no later than one (1) year following the date of the teacher's return to the employ of the Board. Should the teacher successfully complete the education requirements of the approved program during the first year of return service, no repayment of funds will be required. In the event of partial completion of the approved program, the Board may waive in full or in part the repayment of funds paid under this section.
- 20.3.7.4 Should the teacher fail to complete the required return service, the teacher shall refund the full amount of the payments made, with interest at the prime bank lending rate prevailing at the time the leave was granted. In the event there is partial compliance regarding return service, the amount of the refund shall be determined pro-rata.
- 20.3.7.5 Subject to 20.4.7.3 and 20.4.7.4, the Board may waive compliance by the teacher in whole or in part.
- 20.3.7.6 Should the teacher die or be disabled to a degree that would render the teacher unable to return to teaching duties while on leave under this section or during the period of return service, there shall be no liability on any person or estate for refund of payments outstanding.
- 20.3.7.7 Leave of absence under this section shall not be credited as experience for incremental purpose on the teacher's return to the system nor shall it constitute a break in tenure unless the leave was initiated by the Board.
- 20.3.7.8 If the teacher's contract is terminated by the Board before the full return service is completed, the teacher shall be exonerated from these financial obligations as outlined above.
- 20.3.7.9 Should the teacher be declared redundant at any date following the granting of the leave and before the completion of the return service, there shall be no obligation for the teacher to refund any portion of the grant that would otherwise be refundable.

20.4 TUITION REIMBURSEMENT

- 20.4.1 Upon application teachers may be reimbursed for tuition for post secondary accredited courses.

20.4.2 Application

Application shall be made prior to the commencement of the course by March 1, June 1 or October 1. Applications will be considered as per the guiding principles of ELAC.

20.4.3 Eligibility

To be eligible to apply for tuition reimbursement the teacher must be employed under a continuing full-time or part-time contract of employment. Teachers under temporary or replacement contracts do not qualify.

20.4.4 Tuition Reimbursement

20.4.4.1 A teacher may be reimbursed for the full amount of tuition or as determined by ELAC.

20.4.4.2 Upon receipt of proof of registration, the Board shall reimburse the approved amount.

20.4.4.3 A teacher receiving an award shall submit evidence of successful completion of the course within sixty (60) days of the end of the course. If such evidence is not received by the Superintendent of Human Resources, the teacher shall repay the amount received through a deduction from salary.

SCHOOL DETERMINED PROFESSIONAL DEVELOPMENT

Section 21

21.1 Preamble

The Board of Education and the Prairie South Teachers' Association believe that professional development is necessary in order to improve teaching and learning. Professional development includes a variety of experiences which provide an opportunity for professional growth as well as an opportunity to be a part of an organizational vision.

21.2 By October 30 of every school year, the Board shall make formula-based budgetary provision for School Determined Professional Development. This funding shall be allocated separately from school budgets and shall be administered collaboratively in each school. In order to receive the decentralized funding, a Professional Development Committee shall be established in each school and the committee names and guidelines forwarded to the Board office by September 30. With the exception of schools with staffs of fewer than three (3), the committee shall consist of one administrator plus a minimum of two teachers.

21.3 Professional development opportunities may include conferences, professional exchanges, seminars, workshops, short courses, summer STF courses, and conventions.

21.4 All professional development expenses shall be reimbursed at current school division rates. This shall include mileage, hotels, parking, substitute teacher costs, and registration fees. Original receipts are required for hotels, parking, and registration.

PREPARATION TIME

Section 22

22.1 Principles

The Prairie South School Division maintains its commitment to the curricular program through provisions of preparation time for teachers. This time is based on three foundational principles:

- provision shall be equitable (just and fair);
- provision shall enhance the teachers' capacities to meet the needs of students; and
- provision shall enhance the school's capacity to be a learning community.

22.2 Definition

Preparation time is time (other than recess and lunch period) within the school day, as defined by *The Education Act 1995*, when the teacher is not performing instructional tasks involving direct interaction with students.

22.3 Allocation of Preparation Time

22.3.1 10% Preparation Time Within the School Timetable

10% preparation time shall be allocated to schools based on full time teaching equivalents. The assignment of preparation time to individual teachers may be less than 10% in schools where administration in joint consultation with *all* staff, determines creative and practical ways to meet the needs of their teachers and schools. Variance to the 10% allocation must be reported to the Superintendent of Human Resources.

22.3.2 Non-scheduled Preparation Time

22.3.2.1 There shall be four (4) preparation days to be scheduled at the teacher's discretion, as per the Guiding Principles (22.3.2.3). A substitute teacher shall be provided for each day.

- There shall be five (5) **common** non-student preparation days scheduled by the Superintendent of Human Resources in conjunction with Central Office Administration and the Calendar Committee.

22.3.2.2 Guiding Principles

- All preparation time is pro-rated according to the teacher's contract assignment, including administrators with teaching assignments.
- Full-day preparation time is recommended wherever possible.
- Preparation days may be utilized in half-day increments but must be taken in an equal number of mornings and afternoons.
- Preparation days must be arranged with the school administrator at least one (1) week in advance.
- Teachers with no preparation time scheduled in one semester (e.g. high school) may use all days in that semester.
- Permission must be granted by the school administrator to utilize two or more preparation days consecutively.
- Teachers are expected to be at work during preparation days. Out-of-building preparation time must be approved by the school administrator.
- Preparation days shall not be taken in conjunction with ROS days.
- Preparation days shall be taken on student-contact days.
- Preparation days must be used by June 30 and will not be carried forward to the next year; nor will they be paid out if not used.

EARLY NOTICE OF RETIREMENT

Section 23

23.1 Teachers who have a minimum of ten (10) years of immediate prior continuous service with the Prairie South School Division, or with the Prairie South legacy school divisions, who provide early notice of retirement, shall be granted an incentive of \$6000.

23.2 The incentive shall be pro-rated to the percentage of contract at the time of application and is subject to the following conditions:

23.2.1 Superannuation at June 30

- by February 15 of the applicable school year, the teacher must indicate, in writing, to the Superintendent of Human Resources, intent to retire on June 30 of the current school year.
- the teacher must meet eligibility requirements to superannuate.
- the teacher may choose the option to receive a cash payment (taxable) or a transfer to RRSP or annuity plans (tax deferred), if applicable.

23.2.2 Superannuation at end of Semester One

- by May 1 of the current school year, the teacher must indicate, in writing, to the Superintendent of Human Resources, intent to retire at the end of semester one of the following school year.
- The teacher must meet their first eligibility date of superannuation after June 30 of the current school year and by January 31 of the following school year.
- The teacher may choose the option to receive a cash payment (taxable) or a transfer to RRSP or annuity plans (tax deferred), if applicable.

23.3 Continuous service with the Board shall include:

- secondment;
- maternity, adoption, or parenting leave;
- income continuance; or
- deferred salary leave (for the year of the leave).

23.4 Continuous service with the Board shall not include leave of absence without pay.

DEFERRED SALARY LEAVE PLAN

Section 24

24.1 Definition

The Deferred Salary Leave Plan (DSLPL) shall enable a member of Prairie South Teachers Association to schedule and finance a one-year leave of absence. The one-year leave of absence shall be taken with pay provided for by deferring a percentage of salary for a specified number of preceding years.

24.1.1 Eligibility

The DSLPL shall be available for teachers employed in Prairie South School Division on permanent contracts.

24.1.2 Restrictions

The DSLPL shall be restricted to a one (1)-year leave of absence called the “leave period.” Salary (not including allowances) shall be set aside in each of the preceding three (3), four (4), or five (5) years called the “deferral period.” The participant shall choose one of the three available deferral periods.

24.1.3 Leave Period

The leave period shall be one (1) school year, from the commencement of school in August or September to June of the following calendar year.

24.1.4 Deferral Period

The deferral period of three (3), four (4), or five (5) years shall be each of the three (3), four (4), or five (5) school years preceding the leave period.

24.1.5 Applications

Applications must be completed by the teacher prior to February 1 preceding the school year in which the deferral period is to begin. Applicants shall be notified within 45 days of receipt of their application as to whether or not their application has been approved.

24.1.6 Application Approval

When the application is approved, the teacher shall be required to sign a deferred salary contract supplied by the Board. The deferred salary contract must be completed prior to June 1 of the school year preceding the first year of the deferral period.

24.1.7 Withdrawal From Plan

A teacher shall be required to take the planned leave of absence if they have not withdrawn from the plan prior to March 1 of the school year preceding the leave period.

24.1.8 Federal Regulations

The DSLP is subject to the changes to the regulations of Canada Revenue Agency and The Income Tax Act. Should a discrepancy arise between this plan and The Income Tax Act, the Act shall prevail. The position shall be at the discretion of the Superintendent of Human Resources.

24.2 Terms and Conditions: *See Memorandum of Agreement #3.*

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 25

25.1 Purpose

The purpose of the dispute resolution and grievance procedure is to deal with any questions regarding the interpretation, application, or alleged violation of any section or subsection of this agreement. It is believed that the best way to handle such disputes or grievance is to encourage a focus on problem resolution through engagement in open communication of the parties involved.

25.2 Disputes Between a Teacher and the Board

Informal

Step 1: The teacher involved shall first attempt resolution by seeking information and clarification from those individuals who are most likely able to provide such information and clarification. This may include, but is not limited to, a LINC representative, the LINC Chairperson, the PSTA president, the Superintendent of Human Resources, and the Director.

Step 2: If, after such discussions a dispute still exists, the teacher(s) involved shall refer the dispute to the LINC Chairperson and shall seek resolution by using (a) or (b) below:

- a) The LINC Chairperson receives the complaint, gathers information, and makes known his/her interpretation to the individual(s) involved.

- b) The LINC Chairperson follows the process outlined in (a) but meets face to face with the individual(s) involved before making a final interpretation regarding the dispute.

In each of (a) and (b), the LINC Chairperson shall have fifteen (15) calendar days to make known their interpretations of the dispute.

Formal

Step 1: If a dispute still exists, the dispute now becomes a formal grievance and shall be written by the individual(s) involved setting forth:

- a) the section(s) of the agreement infringed upon or claimed to have been violated;
- b) the nature of the grievance and the circumstances out of which it arose; and
- c) the resolution being sought.

The written grievance shall be submitted to the Superintendent of Human Resource within ninety (90) days of the individual(s) having access to the information that would make them aware of the alleged act causing the grievance. The Superintendent of Human Resources shall gather information as appropriate and shall make known his/her decision to the aggrieved within fifteen (15) days of receipt of the grievance.

Step 2: If the aggrieved is still dissatisfied, the individual may within fifteen (15) days submit the grievance to arbitration as provided for in *The Education Act, 1995 (Sections 261-263)*.

Step 3: Arbitration

- 25.3 In the event the initiator of the grievance fails to follow the procedure and the time limits established in this section, the grievance shall be deemed to be abandoned.
- 25.4 Where the recipient of the grievance fails to respond within the time limits prescribed, the grievance shall proceed to the next step.

- It is mutually understood that ongoing dialogue is necessary to address issues concerning workload, worklife, and wellness of teachers.
- A committee shall be organized to explore ways in which to improve teacher workload, worklife, and wellness. The composition of this committee shall be the LINC Chair, three (3) additional PSTA members as determined by the PSTA Executive, and one (1) representative of the Central Administrative Council.
- The committee members shall be determined within thirty (30) days of the signing of this agreement.
- An annual report (June) of the committee shall be made to the LINC Emergent Issues' Committee.
- To fund the initiatives established by the committee, the Board shall contribute \$10,000 each year to a Workload/Worklife/Wellness fund. The fund shall be administered by the PSTA.

DRAFT

For the legacy Moose Jaw School Division #1, part of their Agreement included an historical recognition of a provision with regard to recess duty (*see Interpretive Bulletin #6*) and is as follows:

Teachers shall be required, as part of their duty and responsibility, to provide supervision of students within the school building during recess periods. A teacher's salary shall constitute full compensation for this service.

In recognition of this historical agreement, the procedure is as follows:

1. For teachers *teaching in the schools* from the legacy Moose Jaw School Division #1, the current historical operating practice concerning yard duty shall continue.
2. In keeping with current practice, supervision by teachers on *outside yard duty* shall be voluntary.
3. The schools affected by this historical operating procedure are Empire, King George, Palliser Heights, Prince Arthur, Sunningdale, Westmount, and William Grayson.
4. Teachers originally under contract in legacy Moose Jaw School Division #1 who are assigned to schools in Prairie South School Division #210 other than those listed in (3) shall provide outdoor recess supervision as per *The Education Act, 1995* as assigned or determined at the school.

3.1 Bank Account

An individual bank account shall be set up for each participant in the plan, by the Superintendent of Human Resources, at the banking institution of the Board.

At the same time as each payroll payment is made to the participant, deferral amounts shall be deposited into the account and held in trust for the participant.

The participant shall not have signing authority on the account. Only the official signing officers of the Board shall have signing authority on the account.

The account shall be a Savings Account, and the interest rate on the trust funds in the account shall be at the rate as prescribed from time to time by the banking institution where the account is established.

Interest earned in the account, net of any service charges for each calendar year the account is in existence, shall be paid to the participant in January following each such calendar year. The total interest earned shall be taxable income to the participant.

A statement of the balance held in trust for the participant, as of June 30 of each year the bank account is in existence, shall be provided to the participant prior to the following August 31.

3.2 Deferral Period and Payment

The deferral period shall be three (3), four (4), or five (5) consecutive years. The year shall be the school year from August or September commencement to the following June (or August in the case of participants on the twelve-month salary plan).

The deferral plan may be interrupted for approved leave under the collective agreement or the LINC agreement; however, the deferral period cannot be extended beyond six (6) years.

If the deferral period is interrupted, the maximum deferral period in total shall remain three (3), four (4), or five (5) years.

The deferral payment is the amount that shall be withheld from each payroll payment and deposited in the bank account.

The deferral payment shall be:

- 25% of the gross salary of the participant for each payroll period for a three (3) year deferral period,
- 20% of the gross salary of the participant for each payroll period for a four (4) year deferral period, or
- 16.7% of the gross salary of the participant for each payroll period for a five (5) year deferral.

The deferral payment terms shall be:

- Each participant, whether on the 10-month salary plan or the 12-month salary plan at the commencement of the DSLP, must remain on the same salary plan for the duration of their participation in the DSLP.

- The taxable income for a calendar year for each participant during the deferral period shall be their gross salary minus the deferral payments.
- If the gross salary of a participant changes during the deferral period for reasons such as increments or a change of assignment (i.e., the participant changes from a 100% contract to an 80% contract), the deferral payment shall still be 25%, 20%, or 16.7% of the actual gross salary for each pay period depending upon which deferral period the participant has chosen. The accumulated deferral payments as deducted shall be the fund to finance the leave of absence in the leave year.
- For incremental purposes, service during the deferral period shall be credited in accordance with the participant's contract with the school board and not a reduced amount due to the deferral payment; however, there shall be no service credit during the leave period.

3.3 Benefits and Payroll Deductions

3.3.1 CPP

During the deferral period, deductions and contributions shall be based on the gross salary minus the deferral payment for the pay period. During the leave period, deductions and contributions shall be based on the leave payment. The amount of the employer portion of the CPP during the leave period shall be paid by the participant to the employer by way of a miscellaneous deduction from each leave payment.

3.3.2 EI

During the deferral period, deductions and contributions shall be based on the gross salary per pay period. During the leave period, there shall be no deductions and contributions, and the participant shall not be eligible for EI benefits.

3.3.3 Income Tax

During the deferral period, income tax shall be withheld based on the gross salary minus the deferred payment. Taxable income for the year shall be gross salary minus the deferred payments. The participant shall have to include, in taxable income for a year, the interest earned in the bank account.

During the leave period, income tax shall be withheld on the leave payments. Taxable income for the year shall include the leave payments.

3.3.4 Pension

During the deferral period, pension deductions and contributions shall be based on the gross salary amount. Service for pension purposes shall also be credited as per the participant's contract and gross salary amount.

During the leave period, the participant may purchase pensionable service at a rate applied to the gross salary that the participant would have had if they had been teaching.

3.3.5 Dental

Coverage shall continue during both the deferral period and the leave period. Claims should be forwarded directly to the insurance carrier designated at the STF.

3.3.6 Income Continuance

During the deferral period, deductions and contributions are based on the gross salary. Benefits apply during the deferral period.

During the leave, membership is optional. To continue coverage the participant must apply to the STF for an Extended Coverage within thirty (30) days of the date coverage would otherwise cease.

3.3.7 Life Insurance

During the referral period, premiums shall be deducted and contributions made. Coverage shall continue throughout the period.

During the leave period, the participant may apply to the Teachers' Superannuation Commission to continue coverage by enclosing a copy of the letter from the Superintendent of Human Resources granting the leave and by paying full premiums in a lump sum by the end of September.

3.3.8 STF Fees

During the deferral period, fees shall be deducted and paid based on the percentage of time employed by contract.

During the leave period, there shall be no fee deducted.

3.3.9 Sick Leave

During the deferral period, sick leave shall accrue as normal.

During the leave period, sick leave does not accrue and is not accessible; however, any unused sick leave shall carry over when the participant returns to work.

3.4 Premature Termination of DSLP

If the plan is terminated prior to the completion of the leave period, the remaining balance of the fund shall be paid to the participant and his/her designate or estate of the participant in the case of death. The amount shall be taxable to the participant (or estate) in the year it is paid.

The reasons for termination are as follows:

- the participant dies;
- garnishee or other legal right accesses the funds in the trust;
- the participant ceases to be employed as a teacher in the school division;
- the teacher is classified as redundant;
- the participant requests, in writing, prior to March 1 of the year preceding the leave year; or
- the participant requests, in writing, after March 1 of the year preceding the leave year except that the participant must complete the leave of absence period from the school division (in this case, the money shall be paid out in a lump sum rather than over the term of the leave period).

3.5 Leave Period and Payment

3.5.1 The leave period shall be the fourth (4th), fifth (5th), or sixth (6th) school year of the plan, depending upon the deferral period chosen by the participant.

3.5.2 The leave period must begin directly after the deferral period.

3.5.3 The leave period shall commence with the beginning of the school year immediately after the end of the last school year of the deferral period.

3.5.4 The leave period cannot be taken immediately before retirement.

3.5.5 The leave payments shall be the amount of money in the bank account at the beginning of the leave period divided by the number of pay periods during the leave period. For participants on the 10- month salary plan there shall be ten (10) payments; for participants on the 12-month salary plan, there shall be twelve (12) payments.

3.5.6 Deductions from leave payments shall be as described above under benefits and payroll deductions.

- 3.5.7 Leave payments shall be made to the banking institution of the participant's choice.
- 3.5.8 Participants may request in writing, a lump sum payment of the total deferral amount. Deductions shall be made in accordance with requirements of The Income Tax Act.
- 3.5.9 The participant may not receive any other payments from Prairie South School Division during the leave period.

3.6 Return to Work

- 3.6.1 The participant shall be guaranteed a position of employment in the first school year after completing the leave of absence.
- 3.6.2 The position cannot be for less time than the period of the leave (i.e. for one school year).
- 3.6.3 The position shall be at the discretion of the Superintendent of Human Resources.

3.7 Limitation to the DSLP

There shall be no more than ten (10) participants on a deferred salary leave plan at any one time.

DRAFT

1. Terms of Agreement

The date of the contract begins and ends with August to align with the school budget year.

2. Local Association Professional Leave

The \$10,000 Board provision to the local association is an annual grant in effect from the first day of the school year to the last day of the school year.

3. Travel Reimbursement

Examples of travel required by the Board include attendance at a workshop, a visitation to another teacher's classroom, or attendance at administrators' meetings.

Mileage shall not be paid for single-teacher vehicles when opportunities for carpooling are available.

4. Noon Supervision

Noon supervision shall not be claimed as extra-curricular hours (e.g. a sport's team practice during the noon period is counted as extra-curricular and not as noon supervision; supervising a yearbook committee while also supervising a room of students eating lunch shall not be counted towards extra-curricular hours as well as noon supervision). The noon period supervision list shall be organized at each school. A teacher volunteering for noon supervision shall adhere to the schedule and claim that time only for noon supervision recognition.

5. Yard Duty

In the early 1980s the legacy Moose Jaw School Division #1 contested the practice of teachers being required to supervise students during the noon lunch period. This led to a strike situation and, eventually, an arbitration ruling. It was determined that supervision during the noon lunch period would be voluntary as opposed to mandatory. The arbitration report included outside yard duty during the morning and afternoon recess periods. Supervision of students would remain an expected duty *inside* the school (e.g., hallways) but not *outside* on the playground.

The voluntary noon supervision provision is now common practice throughout the province. However, the recess yard duty clause has applied only to Moose Jaw School Division #1. The Prairie South School Division #210 has made the decision to honour this historical operating procedure. The elementary schools in legacy Moose Jaw School Division #1 shall continue their present practice. The secondary schools are not included because the recess breaks do not involve supervision similar to that of elementary schools.

Other schools in the city of Moose Jaw, including any new schools that might be constructed, have never been a part of the historical yard duty procedure. This practice shall continue. Only those schools from the legacy Moose Jaw School Division #1 "qualify" and when teachers from those schools transfer to other city schools, they shall follow the practice of their new school. Teachers who transfer into one of the former Moose Jaw School Division #1 schools follow the practice of that particular school. The yard duty clause remains *with the school*. It does not follow the teacher.

1. Philosophy

- Meeting the needs of students is the first priority.
- Changes of assignment within a school or transfer to a different school can offer an opportunity for professional rejuvenation and growth.
- Transfers allow teachers to work in a teaching area in which they can be most successful in the creation of a staff with optimum balance of skills and abilities.
- Transfers allow staffs to be balanced in terms of age, experience, gender, and extra-curricular interests.
- Changes of assignment and transfers may promote flexibility and assist teachers in dealing with change.
- Transfers help to build cohesiveness within the system.
- Transfers help to ensure compatibility between teachers and administrators and between teachers and fellow staff members.
- Potential transfers should be discussed with teachers; Central Office administration should be sensitive to a teacher's personal circumstances at a time when a transfer is considered.
- Competency concerns shall be addressed through processes other than transfers.
- When a transparent transfer protocol is followed, transfers promote success and rejuvenation.

2. Factors to be considered:

- specific needs of individual schools;
- enrolment changes;
- school closures and grade discontinuance;
- teacher requests from in-school administrators; and
- personal circumstances of teachers for whom transfers are considered.

3. In general, the following staffing sequence will be applied:

- central office positions filled;
- in-school administration positions filled;
- transfers and placement of teachers returning from leaves;
- teaching assignments determined by school administrators;
- regular teaching position vacancies filled; and
- temporary positions filled.

4. Recommended Actions:

- Develop strategies to remove negative connotations to change and promote the positive aspects.
- Provide assistance to teachers in moving materials. Ensure that incoming teachers' materials are placed in the appropriate rooms.
- Determine a consistent method of informing teachers about their transfers. All teachers shall be made aware of their transfers in an appropriate manner and at a similar time.
- When possible, ensure that incoming teachers have input into their new assignment similar to the input allowed to teachers already present in the school (i.e., through invitations to meetings regarding class make-up).
- Welcome new incoming staff.
- Ensure that new teachers shall be provided with adequate supplies.
- Provide opportunities for outgoing staff to move without compromising instructional time. Examples may include:
 - reduction from exam supervision schedule or other year end activities, or
 - coverage during year end events.

5. Follow-up:

All teachers shall receive a letter informing them of their transfers with reference to their written requests. The Superintendent of Human Resources or designate shall be available for consultations before and after the process.

Dated this ____ day of _____, 2012
at the city of Moose Jaw, in the province of Saskatchewan.

Signed on behalf of the Teachers Bargaining Committee
Laura Connors, Sonja Susut, Jeff Feeley, Daphne Fogal, Martin Holzer, Sandi Hutchinson, Stan Scribner, Suzanne Vance,
Debbie Wildfong, Allison Shillington

Laura Connors, PSTA President

Sonja Susut, Past PSTA President

Signed on behalf of the
Central Office Bargaining Committee:

Ryan Boughen, Superintendent of Human Resources

Jeff Finell, Director of Education

Signed on behalf of the Board:
Ron Gleim, Darrell Crabbe, Shawn Davidson, Jackie Jelinski, Al Kessler, Joan McMaster,
Gordon Stewart, Brian Swanson, Lew Young

AGENDA ITEM

Meeting Date:	August 14, 2012	Agenda Item #:	7.2
Topic:	Tender Report		
Intent:	<input type="checkbox"/> Decision <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Information		

Background:

Board has requested a monthly report of tenders awarded which exceed the limits of Administrative policy AP 706, which details tender award limits. The policy is as follows:

The Board of Education is responsible for the award of tenders for capital expenditures for motor vehicles, furniture and fixtures, equipment and educational materials and supplies exceeding \$20,000, capital expenditures for building materials exceeding \$40,000, contracts for other capital works exceeding \$100,000, and transportation services exceeding \$50,000.

This report covers the period from June 1, 2012 to August 3, 2012.

Current Status:

A request for quotations was issued to replace sections of sidewalk at Glentworth and Coronach Schools.

A tender was issued for contracted electrical services for schools within Moose Jaw.

A request for proposals was issued for the provision of driver training services.

Pros and Cons:

Financial Implications:

The request for quotations for sidewalk replacement was awarded to Bauck Construction of Ernfold for a cost of \$34,580 for Glentworth School and \$22,800 for Coronach school.

The tender for contracted electrical services was awarded to Pro-Tec Electric of Moose Jaw for a 3 year term.

The request for proposals for driver training services was awarded as follows: Peacock, Central and Riverview Collegiates of Moose Jaw were awarded to Thomas Driver Education; Assiniboia High and Gravelbourg High were awarded to Perry Driver Education; Bengough, Lafleche, Mankota, Glentworth and Kincaid were awarded to Tetreault Driver Education and Craik, Eyebrow, Central Butte, Chaplin, Mortlach, Rouleau, Avonlea, Mossbank, Coronach and Rockglen were awarded to Thomas Marketing and Consulting.

Governance Implications: N/A

Legal Implications: N/A

Communications: N/A

Prepared By:	Date:	Attachments:
Ron Purdy	August 3, 2012	

Recommendation:

AGENDA ITEM

Meeting Date:	August 14, 2012	Agenda Item #:	7.3
Topic:	Appoint Members to Gravelbourg Elementary's SCC		
Intent:	<input type="checkbox"/> Decision	<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Information

Background: Gravelbourg Elementary has two vacancies on their School Community Council and has found two parents who are interested in fulfilling the SCC positions. Their names are Kristina Ratzlaff and Rosie Hickox, term ending 2013/2014.

Current Status:

Pros and Cons:

Financial Implications:

**Governance/Policy
Implications:**

Legal Implications:

Communications:

Prepared By:	Date:	Attachments:
Barbara Compton	August 7, 2012	n/a

Recommendation:

That the Board appoint Kristina Ratzlaff and Rosie Hickox to Gravelbourg Elementary's SCC.

AGENDA ITEM

Meeting Date:	August 14, 2012	Agenda Item #:	7.4
Topic:	Appoint Members to Westmount's SCC		
Intent:	<input type="checkbox"/> Decision	<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Information

Background: Westmount has found two more parents who are interested in joining Westmount's School Community Council. Their names are Cecile Hyatt, term ending 2013/2014 and Darrell Andrei, term ending 2012/2013.

Current Status:

Pros and Cons:

Financial Implications:

Governance/Policy Implications:

Legal Implications:

Communications:

Prepared By:	Date:	Attachments:
Barbara Compton	August 7, 2012	n/a

Recommendation:

That the Board appoint Cecile Hyatt and Darrell Andrei to Westmount's SCC.