



BRANDON SCHOOL DIVISION

August 21, 2013

NOTICE IS HEREBY GIVEN OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES

TO BE HELD MONDAY, AUGUST 26, 2013
7:00 P.M.

J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE

1031 - 6TH STREET, BRANDON, MANITOBA

D. Labossiere
Acting Secretary-Treasurer

AGENDA

1.00 AGENDA/MINUTES:

1.01 Reference to Statement of Board Operations

1.02 Approval of Agenda

1.03 Adoption of Minutes of Previous Meetings

- a) Regular Board Meeting, July 8, 2013.
Adopt.
- b) Special Board Meeting, - Tenders – August 19, 2013.
Adopt.
- c) Special Board Meeting – CUPE Grievance – August 19, 2013.
Adopt.

2.00 GOVERNANCE MATTERS:

- a) Board of Trustees Governance Goals (2010-2014) – Update.

2.01 Presentations For Information

2.02 Reports of Committees

- a) Other

2.03 Delegations and Petitions

2.04 Communications for Action

2.05 Business Arising

- From Previous Delegation

- From Board Agenda

- MSBA issues (last meeting of the month)

- From Report of Senior Administration

- a) School Reports – NIL.
- b) Learning Support Services Presentation – NIL.
- c) Items from Senior Administration Report –
 - Five Year Capital Plan – Refer Motions.
 - Waverly Park School – Two Classroom Additions – Refer Motions.
 - Lease Agreement for At-Risk Youth Program – Refer Motions.
 - Custom Truck Sales Scholarship – Refer Motions.
 - Extended Health Benefits Plan – Refer Motions.

2.06 Public Inquiries (max. 15 minutes)

2.07 Motions

95/2013 That the Five-Year Capital Plan 2014/15 – 2018/19 be approved for submission to the Public Schools Finance Board.

96/2013 That MCM Architects Inc. be appointed as consultant to design a two classroom addition of 860 sq. ft. each (with link and ancillary space to be determined) for Waverly Park School.

97/2013 That the Lease Agreement between the Brandon School Division and Lynn Hink and Vernon Hink to rent the property commonly known as 729 Princess Avenue for the period August 1, 2013 to July 31, 2014 at an annual rent of \$34,100.00 plus utilities for operation of the At-Risk Youth Program be approved; and the Chairperson and Secretary-Treasurer are hereby authorized to affix their signatures and the seal of the Division thereto.

98/2013 That the Agreement for the establishment of the scholarship to be known as “The Archie MacArthur Memorial Scholarship”, sponsored by Custom Truck Sales Inc., in the amount of \$500.00 annually over the next three years be approved and the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

99/2013 That the Brandon School Division Board of Trustees approve the Collateral, Auxiliary Agreements and Letter of Understanding with respect to the Extended Health Benefits Plan endorsed by the Manitoba School Boards Association and the Manitoba Teachers Society; and the Chairperson and Secretary-Treasurer be authorized to sign same.

2.08 Bylaws

2.09 Giving of Notice

I hereby give notice that at the next regular meeting of the Board of Trustees, I, or someone in my stead, will introduce By-law 6/2013 for the purpose of amending part II of By-Law 1/2011 to make changes under “Meetings of the Board” of Trustees to include a statement regarding inclement weather and notice of cancellation of the meeting.

I hereby give notice that at the next regular meeting of the Board of Trustees, I, or someone in my stead, will introduce a motion to approve Policy 1023 – “Scent/Fragrance Free Facilities”.

2.10 Inquiries

- Trustee Inquiries

3.00 ADMINISTRATIVE INFORMATION:

3.01 Report of Senior Administration

Receive and File.

3.02 Communications for Information

- a) Aileen Najduch, Assistant Deputy Minister, School Programs Division, and Jean-Vianney Auclair, Assistant Deputy Minister, Bureau de l'éducation française Division, Manitoba Education, June, 2013, noting Manitoba Education recently introduced a provincial report card with the goal of providing clear, consistent information to parents. Starting in the Fall of 2013, all public schools will be required to use the report card templates as provided by the Department. Therefore they are writing to provide updates on the provincial report card, including the following: implementation; policy and support documents; business requirements documents; and feedback from the report card implementation monitoring process.

Refer Superintendent's Office.

- b) Mr. Floyd Martens, President, Manitoba School Boards Association, addressed to Mr. Reg Klassen, MASS and dated July 9, 2013, thanking Mr. Klassen for his invitation to support the “National Inventory of Interventions for LGBTQ-Inclusive Schools” study. As the obligations of public school boards in Manitoba is to ensure the well-being and success of all gender diverse youth in provincial schools, MSBA supports this research effort to inventory relevant policies, programs, curricula and events/activities currently in

effect in Manitoba public schools. Therefore the MSBA endorses the aims of this particular research endeavour and this endorsement will be communicated to Dr. Catherine Taylor, lead researcher for the project.

Receive and File.

- c) Mr. Floyd Martens, President, Manitoba School Boards Association, addressed to Teresa Rezansff, British Columbia School Trustees Association and dated July 9, 2013, congratulating the BSCTA for hosting the CSBA Congress 2013 in Vancouver. He asks that thanks and best wishes be forwarded to BSCTA members and staff for all their hard work in organizing and hosting a truly engaging and enjoyable conference experience.

Receive and File.

- d) Bailey Wright, undated, thanking the Division for a \$100 scholarship which will be put toward tuition at the University of Lethbridge in the fall.

Receive and File.

3.03 Announcements

- a) Board Planning Session – 5:00 p.m., Tuesday, August 27, 2013, Board Room.
- b) Welcome Back Breakfast – 7:30 a.m., Tuesday, September 3, 2013, Victoria Inn.
- c) Inaugural Board Meeting – 9:30 a.m., Tuesday, September 3, 2013, Board Room.
- d) NEXT REGULAR BOARD MEETING – 7:00 p.m., Monday, September 9, 2013, Board Room.

4.00 IN CAMERA DISCUSSION

4.01 Student Issues

- Reports

- a) Confidential #3 – Parent Request #1.
- b) Confidential #4 – Parent Request #2.

- Trustee Inquiries

4.02 Personnel Matters

- Reports

- a) Confidential #1 – Personnel Report.

- Trustee Inquiries

4.03 Property Matters/Tenders

- Reports

- Trustee Inquiries

4.04 Board Operations

- Reports

- a) Confidential #2 – Response to Board Operations Matter.

- Trustee Inquiries

5.00 ADJOURNMENT



BRANDON SCHOOL DIVISION

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES, THE BRANDON SCHOOL DIVISION, HELD IN THE J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE, 1031 - 6TH STREET, BRANDON, MANITOBA, AT 7:00 P.M., MONDAY, JULY 8, 2013.

PRESENT:

Mr. M. Sefton, Chairperson, Mr. J. Murray, Vice-Chairperson, Mr. P. Bartlette, Mrs. P. Bowslaugh, Mr. G. Kruck, Dr. L. Ross, Mr. K. Sumner.

Secretary-Treasurer, Mr. K. Zabowski, Recording Secretary, Ms. S. Bailey, Live Streaming Video Operator, Mr. Brent Ewasiuk.

Senior Administration: Dr. D. M. Michaels, Superintendent/CEO, Assistant Secretary-Treasurer, Mr. Denis Labossiere, Ms. B. Switzer, Director of Human Resources.

REGRETS:

Mr. D. Karnes, Mr. M. Snelling, Ms. K. Boklaschuk, Mr. G. Malazdrewicz, Associate Superintendent,

The Chairperson called the meeting to order at 7:00 p.m. He welcomed everyone in attendance to the meeting.

AGENDA

1.00 AGENDA/MINUTES:

1.01 Reference to Statement of Board Operations

1.02 Approval of Agenda

Secretary-Treasurer, Mr. Zabowski requested the addition of three in-camera items which included a property matter, an operations matter, and a personnel matter.

Dr. Michaels, Superintendent, requested the addition of one personnel matter for in-camera discussions.

Mr. Sefton, Board Chairperson, requested the addition of two in-camera items.

Dr. Ross – Mr. Murray

That the agenda be approved as amended.

Carried.

1.03 Adoption of Minutes of Previous Meetings

- a) The Minutes of the Special Board Meeting held June 24, 2013 were circulated.

A correction was made to the time when the meeting was called to order.

Mrs. Bowslaugh – Mr. Sumner
That the Minutes be approved as amended.
Carried.

- b) The Minutes of the Regular Board Meeting held June 24, 2013 were circulated.

Mrs. Bowslaugh – Mr. Bartlette
That the Minutes be approved as circulated.
Carried.

2.00 GOVERNANCE MATTERS:**2.01 Presentations For Information**

- a) The Chairperson recognized the following student accomplishment:

- Paige Froese, 2013 Graduate of Crocus Plains Regional Secondary High School, on receiving \$72,000 in scholarship funds.

The Chairperson offered the opportunity for the honouree to speak following receipt of her recognition.

2.02 Reports of Committees

- a) Friends of Education Committee Meeting

The written report of the Friends of Education Committee meeting held on June 13, 2013 was circulated.

Trustee Bowslaugh noting the funds received from Green Acres Lodge inquired if a thank-you would be forwarded on behalf of the Board of Trustees. Mrs. Bowslaugh also inquired about Policy 3027 and the use of funds to assist in purchasing teaching supplies.

Mr. Bartlette – Mr. Murray
That the Minutes be received and filed.
Carried.

- b) Finance Committee Meeting

The written report of the Finance Committee meeting held on June 24, 2013 was circulated.

Trustees requested clarification regarding discussions involving parking fees, including the number of staff currently paying for parking, the upcoming consultation with staff regarding parking fees and recouping costs for snow removal in parking lots.

Mr. Sefton – Dr. Ross

That the Minutes be received and filed.

Carried.

c) Personnel Committee Meeting

The written report of the Personnel Committee Meeting held on June 27, 2013 was circulated.

Dr. Ross – Mr. Kruck

That the Minutes be received and filed.

Carried.

d) Other

NIL

2.03 Delegations and Petitions

NIL

2.04 Communications for Action

NIL

2.05 Business Arising

- From Previous Delegation

- From Board Agenda

- MSBA issues (last meeting of the month)

- a) Trustee Murray inquired as to whether or not the Division had received any response from MSBA with respect to a meeting date. The Chairperson noted he had not received a response to date.

- From Report of Senior Administration

- a) School Reports – NIL
- b) Learning Support Services Presentation – NIL
- c) Items from Senior Administration Report
 - Big Brothers and Sisters Mentoring Program – Referred Motions.
 - Policy 4044.4 – “Response to Intervention” – Referred Motions.
 - Car Plug-in Fees – Referred Motions.
 - Vincent Massey High School Off-Site Activity Request – Referred Motions.
 - École Secondaire Neelin High School Off-Site Activity Request – Referred Motions.

2.06 Public Inquiries (max. 15 minutes)

NIL

2.07 Motions

80/2013 Mr. Sumner – Mr. Kruck

That the Agreement between the Division and Big Brothers and Sisters of Brandon Association Inc., providing a partnership for student mentoring in all early years and middle years schools in Brandon School Division (excepting Spring Valley School) in accordance with the terms and conditions of said Agreement, be approved; and the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

Concerns were raised regarding the wording in clause 15 of the agreement with respect to disclosure and who reports to authorities on behalf of a child. Clarification was also requested regarding clause 13 and the various registry checks required by mentors. It was noted this agreement has been in use for several years with Big Brothers and Sisters. It was also confirmed that the Division policy regarding disclosure and protection of students has been in place in the Division for some time and is reviewed frequently to ensure that it conforms to current legislation.

Carried.

81/2013 Mr. Bartlette – Mr. Murray

That Policy 4044.4 – “Response to Intervention” be approved.

Trustee Kruck questioned why this policy was required. It was noted the policy gives administration clear direction regarding the Board’s beliefs and allows for development of procedures.

Carried.

82/2013 Mrs. Bowslaugh – Mr. Murray

That the annual electrical fee for vehicle plug-in be set at \$52.50 (\$50 plus GST) for full time staff and \$26.25 (\$25 plus GST) for part time staff for the 2013-2014 school year.

Mrs. Bowslaugh requested the word “annual” be included in the motion. The change of wording was agreed to as a friendly amendment.

Carried.

83/2013 Mrs. Bowslaugh – Mr. Murray

That the trip involving twenty one (21) grades 10, 11 and 12 high school hockey students, from Vincent Massey High School to make a trip to Anaheim, CA November 26 – December 1, 2013 be approved in principle and carried out in accordance with Board Policy/Procedures 4001: Off-Site Activities.

Discussions were held regarding the cost of the trip; why the team needed to travel such a distance to compete; the number of teaching days that would require a substitute teacher and the cost to the division. Trustee Ross also noted that the chaperones were all male and expressed concern that this was the second time in the last few months that she has had to point out that policy requires both a male and female chaperone accompany all student trips.

Carried (5-2 – Trustees Sumner and Kruck opposed).

84/2013 Mr. Bartlette – Mr. Murray

That the trip involving two (2) female grade 12 student council members, from École secondaire Neelin High School to make a trip to Prince Edward Island from September 17 – September 22, 2013 be approved and carried out in accordance with Board Policy/Procedures 4001: Off-Site Activities.

Carried.

85/2013 Mr. Kruck – Mr. Sumner

That the Brandon School Division Board of Trustees approve the Collateral, Auxiliary agreements and Letter of Understanding with respect to the Extended Health Benefits Plan endorsed by the Manitoba School Boards Association and the Manitoba Teachers Society; and the Chairperson and Secretary-Treasurer be authorized to sign same.

Trustee Ross expressed concerns with the agreement as it relates to support staff. She also requested assurance that the Brandon Teachers Association had endorsed the plan and therefore requested a meeting with the Brandon Teachers Association and/or a letter be written to the Brandon Teachers Association regarding this matter.

Trustee Sumner expressed concerns with endorsing this plan as it relates to collective bargaining.

Trustee Bowslaugh agreed with the previous two speakers noting she would like to see a final summation well before the Board agrees to sign off on the matter.

The Secretary-Treasurer noted the motion in front of the Board related to the teacher plan only and had nothing to do with the support staff plan at this time.

Trustee Kruck noted he agreed with Trustee Sumner regarding this matter and its impact on collective bargaining.

Trustee Bartlette confirmed he agreed with Trustee Ross. He did not feel comfortable endorsing one agreement while discussions with support staff had not been completed. He felt it was premature to support the teacher agreement at this point.

The Secretary-Treasurer reminded the Board that only the support staff implementation date had been extended and that the implementation date for teaching staff for this plan was still September 1, 2013.

Trustee Murray confirmed he agreed with his fellow Trustees and did not feel comfortable in voting in favour of signing the agreements at this time. He reiterated his concern that this item was moved forward without consultation with Trustees.

Trustee Sefton reminded the Board that it was the Manitoba School Boards Association who did not follow protocol not the local teachers union. He asked Trustees not to punish the teaching staff, who bargained in good faith with the Manitoba Teachers Society on this matter. He noted the Board should be angry with the Manitoba School Boards Association and not the local teachers union, as the Board was not “put into a corner by our teachers”.

Defeated (6-1 – Trustee Sefton voted in favour of motion).

86/2013 Dr. Ross – Mr. Bartlette

That the Brandon School Division Board of Trustees approve the Letter of Agreement with respect to the Brandon Teachers Association Short Term Disability Benefit Plan; and the Chairperson and Secretary-Treasurer be authorized to sign same.

Carried.

2.08 Bylaws

2nd Reading

Mr. Kruck – Mrs. Bowslaugh

That By-Law 5/2013 being a borrowing by-law in the amount of \$1,053,200.00 upon the credit of the Division by the issue and sale of a debenture to meet partial costs for construction of the following projects: Valleyview Centennial School Heating and Ventilation Systems Replacement, Crocus Plains Regional Secondary High School Science Lab Renovation, Vincent Massey High School Emergency Gym Roof Replacement, École Secondaire Neelin High School Steam Heating System Replacement and Science Lab Renovation, Two unlinked portables at École New Era School and One unlinked portable at Alexander School, be now read for the second time having first been read on June 24, 2013.

Carried.

3rd Reading

Mr. Kruck – Mrs. Bowslaugh

That the rules be suspended and By-law 5/2013 be now read for a third and final time, and taken as read, finally passed.

Carried.

2.09 Giving of Notice

NIL

2.10 Trustee Inquiries

Trustee Kruck confirmed he will be asking, in the fall, for financial details regarding the hockey trip to California which had been approved in principle by the Board of Trustees at this meeting.

3.00 ADMINISTRATIVE INFORMATION:

3.01 Report of Senior Administration

Superintendent, Dr. Michaels, asked Trustees if they had any questions regarding the year-end report which was circulated to Trustees at the June 24, 2013 Board Meeting.

Trustee Bowslaugh noted she found the report to be extremely informative and transparent. She thanked those who had worked to pull the information together in the report and hoped the public would be able to view the document in future.

Superintendent, Dr. Michaels, confirmed the document would be placed on the Division website within the next few weeks.

Trustee Bartlette referenced the reading comprehension and HALEP reports in the document, noting he was happy to see this information included.

Trustee Sumner confirmed he found the information to be very informative but asked that the Division work towards a more consistent methodology in reporting by schools.

Requests were also made that in future abbreviations in such reports need to be listed in a key to assist the public when reviewing similar documents.

Dr. Michaels spoke to the 2012-2013 grad rate. Trustee Kruck requested clarification as to why the Division does not calculate the grad rate in the same manner the Minister calculates the Provinces grad rate. It was noted that there are too many variables to calculate the grad rate in the same manner. The Chairperson pointed out that the Division's grad rate would be 105.3% should the same calculation be used. This was due to EAL enrollment growth in the Division and that there had been more grade 12 students this year than there had been grade 9 students four years ago.

Dr. Michaels also spoke to the year-end suspension report. Trustee Murray requested that future year-end reports include recidivism.

Chairperson, Mr. Sefton, noted that 50 English as an Additional Language students graduated from the Division this year.

Mr. Murray – Mr. Bartlette

That the July 8, 2013 Report of Senior Administration be received and filed.

Carried.

3.02 Communications for Information

- a) Garth Nichol, Chairperson of the Board, Turtle Mountain School Division, June 17, 2013, addressed to Mr. Floyd Martens, President, Manitoba School Boards Association (MSBA), expressing concern regarding the Extended Health Benefits Plan. They note that no direct correspondence/collaboration was made to the Board of Trustees. The Board feels that such a departure from what is happening now should have been discussed directly with Trustees at the regional meetings and the annual AGM. The Board does not dispute the plan and feels it may have merit; however they do take slight to the lack of direct communication.

Ordered Filed.

- b) Heather Demetriooff, Associate Director, Manitoba School Boards Association, June 24, 2013, addressed to Secretary-Treasurers, noting it has come to their attention that there has been some confusion concerning the correct interpretation of section 26(2) of *The Public Schools Act* - Vacancy in final year of term. The confusion arises over the definition of the term "year in which the term of office expires", and whether that means the final twelve months of the term of office, or the calendar year. The MSBA has consistently advised that the correct interpretation is the final twelve months. This response was confirmed by Mr. David Yeo, Director of Education Administration Services. However, Mr. Yeo's response went on to say that the term of office should be considered to begin "14 days after the fourth Wednesday in October of the year in which the election is held or on the date of the first meeting whichever first occurs". This differs from advice we have given school boards in the past, which was that the final year of a trustee's term of office should be calculated based on the date of the next general school board election. Therefore, based on this information, if a school trustee resigns or a seat otherwise becomes vacant after November 6, 2013, the board may choose not to fill that vacancy. Any vacancy occurring before that time will trigger a by-election.

Referred Secretary-Treasurer's Office.

- c) Tracey Holness, Vice-Chair, Red River Valley School Division, June 19, 2013, addressed to Mr. Floyd Martens, President, Manitoba School Boards Association, expressing their disappointment with the decisions made regarding Manitoba Public School Employees' Dental & Extended Health Benefits Plan and the lack of information provided to Trustees regarding the concept, process and implementation schedule. It is their understanding that the survey of Secretary-Treasurers was vague and decisions were made without Board consultation. They ask since when does MSBA take direction from Secretary-Treasurers? They also ask since when does MSBA negotiate on behalf of boards? They felt there was ample opportunities to discuss this matter at MSBA functions such as regional meetings or at the Annual General Meeting but at no time were trustees asked to discuss or vote on this issue. They are not disputing the plan but rather the lack of consultation and respect shown to boards. They request this process be reviewed and corrected immediately.

Ordered Filed.

- d) Mr. Terry Osiowy, Principal, Crocus Plains Regional Secondary School, June 24, 2013, noting their graduation ceremony was held on Monday, June 24, 2013 at Westman Communication Place. They celebrated the contributions and achievements of 226 graduates. This ceremony is greatly enhanced through the presentation of scholarships and awards to those young men and women who excelled in a variety of areas. Through the generous support of individuals and organizations we were able to provide that additional recognition at our graduation. On behalf of the students, their parents/guardians and the staff at Crocus, he thanks the Division for their scholarship contribution.

Ordered Filed.

3.03 Announcements

Prior to reviewing announcements the Board established their inaugural meeting date. It was agreed the inaugural meeting would take place at 9:30 a.m. on Tuesday, September 3, 2013.

- a) Trustee Outlook Training – 9:00 a.m., Tuesday, July 9, 2013, Admin Office Training Centre.
- b) NEXT REGULAR BOARD MEETING – 7:00 p.m., Monday, August 26, 2013, Board Room.
- c) Board Planning Session – 5:00 p.m., Tuesday, August 27, 2013, Board Room.

Mrs. Bowslaugh – Mr. Sumner

That the Board do now resolve into Committee of the Whole In Camera.

Carried.

IN COMMITTEE OF THE WHOLE IN CAMERA

4.00 IN CAMERA DISCUSSION:

4.01 Student Issues

- Reports

- Trustee Inquiries

4.02 Personnel Matters**- Reports**

- a) Confidential #1 – Personnel Report was noted.
- b) A Divisional Staffing matter, received as Confidential #2, was reviewed by the Secretary-Treasurer. Trustees amended the recommendation included in the Confidential. A motion would be brought forward following the conclusion of in-camera discussions.
- c) Superintendent, Dr. Michaels, provided a verbal update on a personnel matter.
- d) The Secretary-Treasurer circulated Confidential #6 regarding a personnel matter. A motion would be brought forward accepting the request in Confidential #6 following the conclusion of in-camera discussions.

- Trustee Inquiries**4.03 Property Matters/Tenders****- Reports**

- a) The Secretary-Treasurer circulated Confidential #3 regarding a property matter. It was agreed to bring forward the recommendation included in the Confidential following the conclusion of in-camera discussions.

- Trustee Inquiries**4.04 Board Operations****- Reports**

- a) Information on a Board Operations matter was circulated as Confidential #5. The Chairperson spoke to the matter.
- b) Trustee Sefton raised concerns regarding the operations of a Board Committee. Following discussions it was agreed this matter would be referred to the next Joint Meeting between the City of Brandon and the Brandon School Division.
- c) The Secretary-Treasurer circulated Confidential #4 regarding a parent request related to a recent Board of Reference Hearing. Following discussion, the Board of Trustees agreed to decline the request.

- Trustee Inquiries

Mr. Bartlette – Dr. Ross

That the Committee of the Whole In Camera do now resolve into Board.

Carried.

87/2013 Mr. Kruck – Mr. Sumner

That the recommendations in Confidential #3 be accepted.

Carried.

88/2013 Mr. Sumner – Mrs. Bowslaugh

That the recommendations in Confidential #2 be accepted as amended.

Carried (6-1, Trustee Kruck Opposed).

89/2013 Mr. Sumner – Mr. Kruck

That the Board of Trustees accept, with regret, the resignation of the Secretary-Treasurer, effective August 2, 2013.

Carried (6-1, Trustee Bowslaugh Opposed).

90/2013 Mr. Bartlette – Mrs. Bowslaugh

That Trustees Ross, Murray, and Sefton be appointed to the Secretary-Treasurer Search Committee.

Carried.

91/2013 Mr. Kruck – Mrs. Bowslaugh

That Denis Labossiere be appointed Acting Secretary-Treasurer effective August 5, 2013.

Carried.

5.00 ADJOURNMENT

Mr. Sumner – Mr. Kruck

That the meeting does now adjourn (10:34 p.m.)

Carried.

Chairperson

Secretary-Treasurer



BRANDON SCHOOL DIVISION

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES, THE BRANDON SCHOOL DIVISION, HELD IN THE J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE, 1031 - 6TH STREET, BRANDON, MANITOBA, AT 12:00 P.M., MONDAY, AUGUST 19, 2013.

PRESENT:

Mr. M. Sefton, Chairperson, Mrs. P. Bowslaugh, Mr. P. Bartlette, Mr. D. Karnes, Mr. G. Kruck, Dr. L. Ross, Mr. M. Snelling.

Acting Secretary-Treasurer, Mr. D. Labossiere.

Administration: Dr. D. M. Michaels, Superintendent, Mr. G. Malazdrewicz, Associate Superintendent, Ms. B. Switzer, Director of Human Resources.

REGRETS:

Mr. J. Murray, Vice-Chairperson, Mr. K. Sumner.

CALL:

The Chairperson called the meeting to order 12:05 p.m. and referred to the Call.

The meeting had been called for the purpose of considering the following:

a) Motions to approve tenders for the following projects:

- Betty Gibson Emergency Roof Replacement;
- George Fitton School Gym and Daycare.

92/2013 Mr. Karnes – Dr. Ross

That the low Tender from Master Roofing Ltd., in the amount of \$862,000.00 (RST for mechanical and electrical in the amount of \$6,630.00) for the emergency roof replacement of Betty Gibson School, be approved, subject to approval by the Public Schools Finance Board.

Carried.

93/2013 Mr. Karnes – Dr. Ross

That the low Tender from Horizon Builders in the amount of \$6,456,944.00 (including all taxes) for the George Fitton School Gymnasium and Day Care project be approved, subject to approval by the Public Schools Finance Board.

Carried.

Mr. Kruck – Mrs. Bowslaugh

That the meeting do now adjourn (12:08 p.m.).

Carried.

Chairperson

Acting Secretary-Treasurer



BRANDON SCHOOL DIVISION

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES, THE BRANDON SCHOOL DIVISION, HELD IN THE J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE, 1031 - 6TH STREET, BRANDON, MANITOBA, AT 12:05 P.M., MONDAY, AUGUST 19, 2013.

PRESENT:

Mr. M. Sefton, Chairperson, Mrs. P. Bowslaugh, Mr. P. Bartlette, Mr. D. Karnes, Mr. G. Kruck, Dr. L. Ross, Mr. M. Snelling (exited at 12:12)

Acting Secretary-Treasurer, Mr. D. Labossiere

Administration: Dr. D. M. Michaels, Superintendent, Ms. B. Switzer, Director of Human Resources

Others: An employee, Ms. D. Arpin, CUPE Local 737 President, Mr. Jamie Rose, CUPE Local 737 Vice-President, Mr. Doug McLaughlin, National CUPE Representative, Representative from the Office of Drew Caldwell, MLA Brandon East and Mr. K. Zabowski.

REGRETS

Mr. J. Murray, Vice-Chairperson, Mr. K. Sumner.

CALL:

The Chairperson called the meeting to order 12:12 p.m. and referred to the Call.

The meeting had been called for the purpose of considering the following:

- a) CUPE Grievance.

Trustee Snelling declared a conflict of interest and exited the meeting.

Mrs. Bowslaugh – Mr. Bartlette

That the Board do now resolve into Committee of the Whole In Camera.

Carried.

IN COMMITTEE OF THE WHOLE IN CAMERA

A confidential report prepared by Dr. Michaels, Superintendent/CEO was circulated to the Board, the employee and the employee's union representatives. Dr. Michaels, Superintendent/CEO and Ms. Becky Switzer, Director of Human Resources presented the report. Trustee inquiries were addressed. The employee and the employee's union representatives provided individual prepared statements to the Board.

12:55 p.m. Those present with the exception of Trustees and Acting Secretary-Treasurer adjourned from the meeting.

The matter was considered and discussed at length by the Board.

1:37 p.m. The employee and the employee's union representatives and Senior Administration re-entered the meeting.

Chairperson Sefton addressed the meeting regarding the Board's deliberations.

Mr. Bartlette – Dr. Ross

That the Committee of the Whole In Camera do now resolve into Board.

Carried.

IN BOARD

94/2013 Mr. Kruck – Dr. Ross

That the recommendations of Senior Administration with respect to the termination of the employee identified in the reports considered by the Board in the Special Meeting held In-Camera on this date, be upheld.

Carried.

Mr. Karnes – Mrs. Bowslaugh

That the meeting do now adjourn (1:43 p.m.).

Chairperson

Acting Secretary-Treasurer



BRANDON SCHOOL DIVISION

Report of Senior Administration to the Board of Trustees

August 26, 2013

A. Business Arising for Board Action

- I. Presentations
- II. Human Resources
- III. Secretary-Treasurer
 - 1. Lease Agreement for At-Risk Youth Program1
 - 2. Waverly Park School – Two Classroom Additions1
 - 3. Manitoba Public School Employees Dental
and Extended Health Benefits Plan Trust2
 - 4. Custom Truck Sales Scholarship2
 - 5. Five-Year Capital Plan 2014/15 – 2018/19.....2
- IV. Superintendent of Schools
- V. Senior Administration Response to Trustee Inquiries

B. Administrative Information

- I. Human Resources
 - 1. Personnel Report4
- II. Secretary-Treasurer
 - 1. Manitoba Schools Insurance Program – July 2013 Renewals.....4

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“Accepting the Challenge”

III. Superintendent of Schools

- 1. School Information**
 - A. Quality Learning**
 - B. Quality Teaching**
 - C. Quality Support Services**
 - D. Administrative and Statistical Information**
- 2. Divisional Initiatives**
 - A. Quality Learning**
 - B. Quality Teaching**
 - C. Quality Support Services**
- 3. Community Connections**
 - **Research Work with Brandon University re: The Vital Outcome Indicators for Community Engagement (Voice) Research Project5**
 - **Meeting with Dean of Education, Brandon University/August 14, 20138**
- 4. Correspondence**
 - **Correspondence Received from Paige Froese9**

This report from members of the Brandon School Division Senior Administration is submitted respectfully for your consideration, action, and information.

**Dr. Donna M. Michaels
Superintendent of Schools/
Chief Executive Officer**

A. Business Arising for Board Action

I. PRESENTATIONS

II. HUMAN RESOURCES

III. SECRETARY-TREASURER

1. LEASE AGREEMENT FOR AT-RISK YOUTH PROGRAM

For Action D. Labossiere

The Lease Agreement between the Brandon School Division and Lynn and Vernon Hink to rent the property commonly known as 729 Princess Avenue is due for renewal. The terms of the agreement remain the same. A copy of the Agreement for the 2013-2014 School Year is attached as Appendix A to the Report of Senior Administration. A motion to approve renewal of the agreement has been included.

RECOMMENDATION:

That the Lease Agreement between The Brandon School Division and Lynn Hink & Vernon Hink to rent the property commonly known as 729 Princess Avenue for the period August 1, 2013 to July 31, 2014 at an annual rent of \$34,100.00 plus utilities for operation of the At-Risk Youth Program be approved; and the Chairperson and Secretary-Treasurer are hereby authorized to affix their signatures and the seal of the Division thereto.

2. WAVERLY PARK SCHOOL – TWO CLASSROOM ADDITIONS

For Action D. Labossiere

We have been advised by the Public Schools Finance Board that the Division has been authorized to hire a consultant to design a two classroom addition of 860 sq. ft. each (with link and ancillary space to be determined) for Waverly Park School.

A motion has been included in the agenda recommending the appointment of MCM Architects Inc. as Consultant for this project.

RECOMMENDATION:

That MCM Architects Inc. be appointed as consultant to design a two classroom addition of 860 sq. ft. each (with link and ancillary space to be determined) for Waverly Park School.

3. THE MANITOBA PUBLIC SCHOOL EMPLOYEES DENTAL AND EXTENDED HEALTH BENEFITS PLAN TRUST

For Action D. Labossiere

At the Regular Meeting of the Board of Trustees held on July 8, 2013, a motion regarding the approval of a proposed extended health care benefit plan for teaching staff was defeated. Over the course of the summer Trustees held informal discussions on the matter as more information about the benefit plan, as it pertains to the teaching staff of the Division, became available. The Chairperson directed the motion be placed on the August 26, 2013 board agenda to allow for further discussion and debate at the Board Table. Therefore a motion has been included in the board agenda.

4. CUSTOM TRUCK SALES SCHOLARSHIP

For Action..... D. Labossiere

Custom Truck Sales Inc., formerly known as MacArthur Truck & Trailer, would like to continue the scholarship for students graduating from the Neelin High School Off-Campus Program originally established by Mr. Archie MacArthur. The conditions for continuing the scholarship have now been completed and an Agreement prepared. The scholarship is to be known as "The Archie MacArthur Memorial Scholarship", sponsored by Custom Truck Sales Inc. in the amount of \$500 annually over the next three years for a graduating student from the Neelin High School Off-Campus Program who is enrolled in a Post Secondary Program. The Agreement is attached as Appendix B. A recommendation approving the Agreement is included in the agenda. Please contact me should you have any questions in this regard.

RECOMMENDATION:

That the Agreement for the establishment of the scholarship to be known as "The Archie MacArthur Memorial Scholarship", sponsored by Custom Truck Sales Inc., in the amount of \$500.00 annually over the next three years be approved and the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division thereto.

5. FIVE-YEAR CAPITAL PLAN 2014/15 – 2018/19

For Action D. Labossiere

The Five Year Capital Plan for 2014/15 – 2018/19 has been completed for submission to the Public Schools Finance Board. The report has been included as a separate item in the Board Agenda Package. A motion has been included in the agenda for Board consideration. Please contact me should you require further information in this regard.

RECOMMENDATION:

That the Five-Year Capital Plan 2014/15 – 2018/19 be approved for submission to the Public Schools Finance Board.

IV. SUPERINTENDENT OF SCHOOLS

V. SENIOR ADMINISTRATION RESPONSE TO TRUSTEE INQUIRIES

B. Administrative Information

I. HUMAN RESOURCES

1. PERSONNEL REPORT

For Information B. Switzer

Included in the agenda package as Confidential #1 is the Personnel Report, a listing of resignations and employment approved by the Superintendent of Schools and Secretary-Treasurer since the last meeting.

II. SECRETARY-TREASURER

1. MANITOBA SCHOOLS INSURANCE PROGRAM – JULY 2013 RENEWALS

For Information D. Labossiere

The annual renewals for our insurance coverage under the Manitoba Schools Insurance Program for the year 2013/2014 have been received. Appendix C contains the Coverage Confirmation Binder, confirming our insurance renewal, and a chart comparing coverage and premiums between last year and this year. These policies provide property insurance, general liability insurance for protection from claim for bodily injury or damage to property of others, errors and omissions liability insurance for claims against the Division for financial damages, crime, accidental death and dismemberment for volunteer workers, and boiler and machinery insurance. Although most areas of coverage have remained the same from the prior year, the deductible for equipment breakdown for boiler and machinery has increased from \$2,500 to \$5,000 for 2013/2014.

For the renewal term, Brandon School Division's total premium, loss pool contribution, brokerage fee and administration/loss prevention fees have increased by 2.9%. In addition, Provincial Sales Tax (PST) is now charged on insurance premiums resulting in the Division's total insurance costs increasing by 10.8% over last year's costs for a total cost of \$225,214.45. The increase due to PST has been provided for in the 2013/2014 Operating Budget.

III. SUPERINTENDENT OF SCHOOLS

1. SCHOOL INFORMATION

For Information D. Michaels

A. QUALITY LEARNING

B. QUALITY TEACHING

C. QUALITY SUPPORT SERVICES

D. ADMINISTRATIVE AND STATISTICAL INFORMATION

2. DIVISIONAL INITIATIVES

For Information D. Michaels

A. QUALITY LEARNING

B. QUALITY TEACHING

C. QUALITY SUPPORT SERVICES

3. COMMUNITY CONNECTIONS

For Information D. Michaels

RESEARCH WORK WITH BRANDON UNIVERSITY RE: THE VITAL OUTCOME INDICATORS FOR COMMUNITY ENGAGEMENT (VOICE) RESEARCH PROJECT

On July 3, 2013, I met with Dr. Karen Rempel, Brandon University to discuss the VOICE Research Project.

Dr. Rempel outlined the purpose, processes, and anticipated outcomes of this research project.

The Voice project began officially in 2011 when it was awarded a five year, community – university research partnership funded by the Social Sciences and Humanities Research Council (SSHRC) of Canada. Initial development began in 2010 when a team of researchers from the Faculty of Education at Brandon University (BU) and the University College of the North (UCN) came together to talk about what they could do in their Teacher/Education Programs to address the education and career gap between Aboriginal and non-Aboriginal children and youth. Six areas of activities were identified:

- Capacity building of communities and individuals;
- Development of community-based indicators of success;
- Support for and/or development of success pathways;
- Evaluation of success pathways;
- Knowledge mobilization;
- Sustainability of activities.

Dr. Rempel invited the Brandon School Division to participate. Brandon University would appreciate the opportunity to work with BSD and learn from the Division's experiences in transition programs using a community-based action research approach. The goal of the research would be to identify the elements of transition programs that work and that other schools or school divisions could adapt.

Upon discussion of this research work I communicated that the Brandon School Division would be most interested in participating in such. It is a tremendous opportunity to work together to enable all of our aboriginal students to become stronger achievers and learners and to further our strategic goal focusing on equity of opportunity.

We outlined a process on moving forward together:

- Invitational Summit to be held focused on mobile/transient/migrant students moving in/out of BSD (late November 2013). The Summit would bring together community stakeholders;

- Joint Planning Committee for Summit established (meeting September 26, 2013 at BSD Administration Office;
- Faculty of Education BU through VOICE research project, to provide secretariat functions and financial resources.

The following background information is provided:

BACKGROUND

Areas of Activities of the VOICE Research Project

Over the next five years (2011 – 2015), the VOICE Research Project will include the following six areas of activities:

- Capacity building for communities and individuals in communities. At the community level, capacity building refers to involving community leadership and community engagement, obtaining resources, linking with others, and developing mechanisms that respect Aboriginal ways of knowing. Individual capacity refers to the integral component of community-based research practitioners particularly BU and UCN students who are living in FNMI communities.
- Development of community-based indicators of success. This area of activities will focus on working with communities to identify community-based indicators for the success of children and youth. Indicators are statistical measures. As the numerical values of positive indicators increase, something good is being achieved. These activities also include the appropriate use of indicators in order to inform teaching and education practice about indigenous ways of knowing. These indicators will be used by themselves or within other knowledge systems or technologies.
- Support for and development of success pathways. The term 'Success Pathways' refers to projects involving children and youth aimed at achieving the community-based indicators of success. Identification of these Success Pathways will include needs assessments for success pathways, developing culturally sensitive assessment measures for identification of at-risk youth, designing and implementing evidence-based intervention strategies and programs that are culturally relevant and meaningful, and integrating Aboriginal intervention material into teacher training programs. Examples of success pathways include summer learning programs, alternative education programs, gifted education programs, arts and cultural programs, after school programs and crime intervention programs.
- Evaluation of the success pathways. This area of activities refers to developing the capacity of communities and community-based research practitioners to evaluate and improve Success Pathways. The activities that focus on the evaluation of the success pathways will be designed to help people help themselves and improve their programs by understanding the context of the program from the participants' perspective; the engagement of participants to establish their own goals, processes, outcomes, and impacts; and a strong, shared commitment to give space and voice for alternative discourses.
- Knowledge mobilization. The focus of our knowledge mobilization activities is to share information about the VOICE Research Project, its activities, finding and impact to a wide audience. As with all VOICE activities, this will involve an active partnership with FNMI community members and the research team. One of the

intended consequences of this equal and active partnership will be changes to BU and UCN university curricula and teaching methods so that FNMI values and ways of knowing are respectfully blended into non-Native teaching practice. Activities include the interpersonal and electronic communication to communities, universities, policy-makers at all governmental levels, and the general public, including new audiences not normally associating themselves with academic research.

- Sustainability activities. These activities will develop and promote sustainable action plans that go beyond the life of the VOICE Research Project. New and lasting partnerships are one example of sustainable action plans. Another example will be the influence of the VOICE Research Project on the Kenanow Bachelor of Education program of UCN and the undergraduate and graduate programs in the Faculty of Education at BU.

The goal of CBPR is to empower the communities or individuals involved in the VOICE Research Project to take action and to promote success for children and youth. Specific objectives of CBPR are to:

- Improve research quality and importance for communities and universities
- Decrease bias
- Build local capacity
- Encourage community partners to ask research questions
- Encourage university partners to help communities address research questions
- Use and apply the findings and outcomes from the VOICE research and project activities

Voice Research Methods

The type of research activities depends largely on what the community wants to know about an issue. Some VOICE research activities might involve both quantitative and qualitative research. For example, quantitative research can tell a community how many students are involved in culture programs while qualitative research can tell the community how these programs have affected the students' lives.

Fundamental Principles of VOICE Research Activities

All of the VOICE community-based participatory research activities are based on the following principles of Ownership, Control, Access and Possession (OCAP) and the framework of ethical conduct for research involving First Nations, Metis and Inuit peoples of Canada.

The Assembly of First Nations (2005) established the following four principles for research and research-related activities in First Nations communities. The VOICE Research Project will use these principles with all of its partners.

- **Ownership** is the collective ownership of information by group
- **Control** of research and information by First Nations and communities involved in the VOICE Research Project
- **Access** to data and its management

- **Possession** which is the physical possession of the data and of the research findings.

Partnership with Manitoba First Nations Education Resource Centre (MFNERC)

For Discussion with Brandon School Division:

We are now at the half-way point of the project. One of the overarching, and persistent issues is the movement/mobility/transience of children and youth. We are asking the assistance of BSD to take a leadership role on this issue.

MEETING WITH DEAN OF EDUCATION, BRANDON UNIVERSITY/AUGUST 14, 2013

Dr. Heather Duncan, Dean and I met on August 14, 2013 to discuss the ongoing working relationship between Brandon University (Faculty of Education) and Brandon School Division. Dr. Duncan began her work with Brandon University on July 1, 2013.

Our meeting was most productive as we reviewed the current joint initiative (eg. VOICE Research Project, Professional Development School at Betty Gibson) and discussed the possibilities of developing further initiatives related to the new Integrated Program, a Concurrent Bachelor of Arts/Science degree with a bachelor of Education degree. Specifically the focus would be in senior high education with ongoing development of the elementary component. Operationally the Integrated Program would have the student teachers working in the schools for five years for extended periods of time.

4. CORRESPONDENCE

For Information D. Michaels

CORRESPONDENCE RECEIVED FROM PAIGE FROESE

The following correspondence has been received from Paige Froese:

I am taking this opportunity to inform you of the great gratitude that I feel towards your generosity. Upon receiving notice that I was to receive the \$100 Crocus Plains Award, I was honoured. It reminds me of why I work hard and preserve.

This coming year I will be pursuing a life in the science field. I have always been interested in the medical field. English though has always appealed to my passionate, expressive side. It has been a way for me to express myself in various ways. I love learning to use the English language in new and inventive ways. I put my heart and soul into all of my classes, but I really was given a chance to shine through in the language arts. I will be taking English at the post-secondary level next year to continue learning in this field.

I will soon be thrust into a new world, facing new challenges, failures, and successes, in a new place. I believe that it will be a year of growth and discovery. I am looking forward to university and the changes that come with it. Thank you for being a part of furthering my education, and of helping me reach my potential. I will never forget your generosity.

APPENDIX A

LISTING BROKER: **Sutton - Harrison Realty**

SELLING BROKER: **Sutton - Harrison Realty**

LISTING SALESMAN: **Kit Harrison**

SELLING SALESMAN: **Kit Harrison**

OFFER TO LEASE

DATE: July 23, 2013

**Brandon School Division
1031-6th Street
Brandon, MB.
R7A 7H8**

(hereinafter called the "Tenant")

Hereby offers to lease from:

**Lynn Hink & Vernon Hink
60 Wascana Dr.
Brandon, MB.
R7B 3B5**

(hereinafter called the "Landlord")

the premises hereinafter described, on the following terms and conditions:

1. **THE PREMISES**

The premises shall comprise of **2200 Sq. Ft.** plus or minus, known as **729 Princess Ave.** located in the City of Brandon, MB. R7A 0P4

The premises shall be the unit marked in yellow in an office centre set out in Schedule "A". The premises to be constructed as set out in **Schedule "A"**.

2. **TIME FOR ACCEPTANCE**

This offer shall be irrevocable by the Tenant and shall be open to acceptance by the Landlord for a period of fourteen (14) days from the date it is received by the Landlord, after which time, if it has not been accepted in writing by the Landlord, shall become null and void. Upon acceptance, this offer shall constitute a binding agreement to lease.

3. **RENTABLE AREA OF PREMISES**

The total area of the demised premises shall be approximately **2200 +/- Sq. Ft.** such area to be measured from the outside surface of the exterior walls and from the center line of all walls separating the premises from adjacent premises.

4. **TERM**

The term (hereinafter "Term") shall be a period of **ONE** year from the date of commencement, such date to be determined in accordance with paragraph 5 herein.

5. **COMMENCEMENT OF TERM**

The date of commencement shall be **August 1st, 2013.**

6.(1) **RENT**

The rent shall be as follows:

a) **Minimum Rent**

The annual minimum rent (hereinafter referred to as "minimum rent") payable under the lease (hereinafter "Lease") shall be as follows:

- i) Year 1 the rent shall be \$34,100.00 or \$2841.67 (monthly) plus GST.

6.(2) **ADDITIONAL RENTS**

In addition to the minimum rent, an additional rent will be paid based on the following formula:

- a) The Tenant shall pay as additional rent, the cost of the following utilities supplied to the premises including without limitation, electrical power, telephone and any communication system deemed necessary by Tenant.
b) The Tenant shall pay for insurances as described in Clause 20 herein.

7.(1) **CONDITIONS**

If, by the respective dates set out in the subclauses following, the provisions thereof have not been complied with, or the consents and approvals required thereby have not been obtained, the tenant shall have the right to terminate this Agreement to Lease by giving the Landlord a written notice to that effect any time after such date, and this Agreement to Lease shall terminate upon giving of such notice, and neither party hereto shall be under any obligation to the other party hereto, and all monies shall be returned to the Tenant;

- a) that within ten (10) days of acceptance of this offer, the Tenant has satisfied itself as to the title and zoning for the Tenant's proposed use of the property, and availability of an occupancy permit;
b) that within sixty (60) days of acceptance of this offer, compliance with the Planning Act for the Province of Manitoba is obtained if so required;

- 7.(2) The conditions contained in paragraph 7 of this offer to lease are included for the sole benefit of the Tenant and may be waived by it by notice in writing at any time. Should the conditions not be fulfilled or waived, this Agreement to Lease shall become null and void and all deposits shall be returned to the Tenant.

8. **LANDLORD'S WORK**

The Landlord will perform the Landlord's work set out in Schedule "A".

9. **REPAIRS AND MAINTENANCE**

The Tenant shall keep the premises in reasonable repair, reasonable wear and tear and damage by act of God excepted. Structural repairs shall be the responsibility of the Landlord (except where such structural repairs are caused by the negligence or lack of due care by the Tenant). The Tenant shall effect all other repairs and maintenance to the premises.

10. **TAXES**

The Tenant shall NOT pay as additional rent, all taxes assessed by any municipal, provincial, federal, or other governmental authority to regulatory authority against the premises, together with its proportionate share of all such taxes assessed against the common area and facilities of the office center for each year of the term.

11. **UTILITIES**

The Tenant shall pay as additional rent, the cost of all utilities supplied to the premises including without limitation, electric power, telephone or any communication system required by Tenant.

12. **TENANT'S RETAIL NAME**

The Tenant will operate the premises under the name **Brandon School Division At-Risk-Youth Program**.

13. **USE OF PREMISES**

The demised premises shall be used for the operation of the Tenant's usual business and such other uses as the Landlord shall approve, which approval shall not be unreasonably withheld.

14. **SIGNAGE**

Subject to approval by government authority, the Tenant shall be allowed to install, at its own cost, signage also subject to Landlord's approval or use any existing signage with the authority of the Landlord.

15. **ASSIGNMENT AND SUBLETTING**

- a) The Landlord may assign this agreement or the lease to a purchaser of the office center or to a mortgagee as a part of this security;
- b) The Tenant is to be permitted to assign the premises to third parties and controlled or controlling corporations of the Tenant with the consent of the Landlord, which consent shall not be unreasonably withheld and provided that the Tenant shall not be relieved from its covenants within the lease.
- c) Notwithstanding the foregoing, the Tenant shall have the right to sublet the premises to a franchisee, a controlled or a controlling corporation of the Tenant, without the consent of the Landlord, if sublet to other than franchisee, and controlled to controlling corporations of the Tenant, consent of the Landlord is required;
- d) Notwithstanding any assignment or subletting of this lease, the Tenant shall not be relieved from its covenants under the lease.

16. **LANDLORD'S COVENANT**

The Landlord covenants as follows:

- i) quiet enjoyment;
- ii) warranty of title and use of property;
- iii) not to lease space in the office center, or develop any adjoining lands owned by the landlord directly or indirectly, that may compete directly with the Tenant;
- iv) that there are no covenants, expressed or implied, with any existing Tenant or third party prohibiting the use of the premises in the manner prescribed herein.

17. **GROSS LEASE**

It is the intention of the parties that the proposed lease be gross lease, also referred to as a modified gross lease.

18. **FORM OF LEASE**

The form of the lease is to be the standard form of lease of the Landlord after being brought into conformity with the terms of this Agreement for Lease and to be subject to the mutual approval of both the Landlord and the Tenant. Until such time as a formal lease is executed, this Agreement to Lease, when executed by both parties, shall constitute a binding lease containing all the terms and conditions.

19. **LEASE**

Subject to the provisions of Clause 7, the obligations of the Landlord and Tenant are not conditional or in any way dependent upon the preparation and execution of the lease and are not affected by a default or delay in or waiver of execution of the lease, but despite the non-completion of the lease from and after the beginning of the term and throughout the term, the Landlord will be bound to perform all of its obligations in each case set out herein.

Neither the execution of the lease nor the permitting or accepting of occupancy will waive the Landlord's and Tenants respective obligations as set out in this Agreement to Lease.

20. **INSURANCE**

The Tenant shall take out and keep in force at all times during the term at its expense insurance for comprehensive general liability in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury to any one person and in an amount of not less than five hundred thousand dollars (\$500,000.00) per occurrence in respect of property damage. The Landlord shall be an additional named insured in such policies and the Tenant shall furnish the Landlord with a certificate issued by the insurance carrier evidencing same.

The Tenant will take out and keep in force at all times during the term of the lease, reasonable insurance against damage to the premises caused by fire and other casualties the risks of which are normally insured under a standard fire and extended coverage insurance policy. The Tenant shall pay, as additional rent, its proportionate share of all insurance, if the premise is free standing, and the total cost is applicable.

21. **DEPOSIT**

The Tenant's cheque in the amount of \$2983.75 including GST payable to Sutton - Harrison Realty (Landlord's broker), in trust, accompanies this offer as a deposit to be held pending acceptance of this offer of which will be applied to the last month's rent.

22. **AMENDMENT**

No alteration, amendment, change or addition to the agreement binds the Landlord or Tenant unless in writing and signed by them.

23. **NO REPRESENTATION**

It is understood and agreed that there are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this offer, whether expressed or implied, collateral or otherwise, except those set forth herein.

24. **TIME IS OF THE ESSENCE**

Time shall be of the essence herein.

25. **REGISTRATION**

The Tenant will not register the lease but may register a notice of this lease against the title to the office center.

26. **SUBORDINATION AND NON-DISTURBANCE AGREEMENTS**

The Tenant agrees to subordinate its lease of the premises to every mortgage and ground lease from time to time during the term of the lease, provided always that such mortgagor and ground lessor executes a non-disturbance agreement in favor of the Tenant in a form reasonably satisfactory to the solicitor for the Tenant.

27. **HOURS OF OPERATION**

The Tenant shall be allowed to operate during such business hours as it may require provided the hours meet all municipal by-laws and regulations.

28. **FORCE MAJEURE**

In the event that either party shall be delayed or hindered or prevented from performing any of its obligations hereunder by reason of any strike, lock-out, labour trouble, shortage of material, failure of power, riots, insurrection, war, act of God or the Queen's enemies or for any other reason beyond the reasonable control of the party delayed in performing its obligations hereunder, then performance of such obligations shall be excused for the period of all such delays and the period for the performance of any obligation shall be extended for a period equivalent to the period of all such delays.

29. **REMOVAL OF FIXTURES**

Upon termination of the lease, the Tenant may remove any equipment or fixtures that were installed by the Tenant or on its behalf, provided that the Tenant shall make good any walls, floors, ceilings, etc. that may be damaged due to the removal of the said items.

30. **USE OF COMMON AREAS**

The Tenant shall have the use in common with other entitled thereto of driveways and other common areas located on the land surrounding the Leased Premises and appurtenant thereto, all as shown on Schedule "A" attached hereto.

31. **SUBJECT TO:**

- The Landlord will provide a fresh coat of paint and repair the smaller nail holes and the like on or before possession.

IN WITNESS WHEREOF, the Tenant has hereunto affixed its corporate seal attested to be its signing officers duly authorized in that behalf the day and year first above written.

witness

authorized signature

witness

authorized signature

ACCEPTANCE

DATED this _____ day of _____

witness or seal

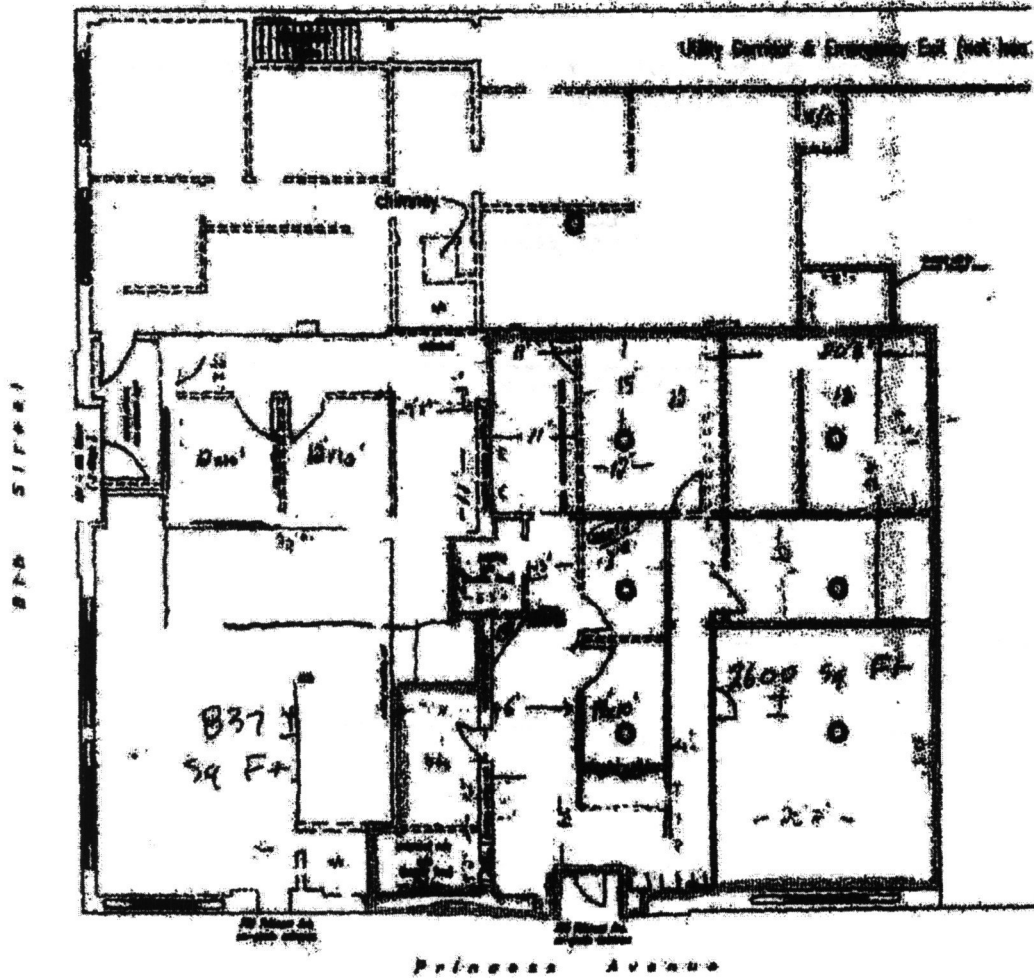
Lynn Hink

witness or seal

Vernon Hink

SCHEDULE "A"

729 Princess Ave.



APPENDIX B

THIS AGREEMENT made this _____ day of _____, 2013

BETWEEN:

CUSTOM TRUCK SALES INC.
(formerly MacArthur Truck & Trailer)
Hereinafter called CTS – Kenworth.

AND:

THE BRANDON SCHOOL DIVISION
Hereinafter called the Division.

WHEREAS CTS - Kenworth has offered to continue to fund an award, formerly known as the MacArthur Truck and Trailer Scholarship, in Brandon School Division;

AND WHEREAS the monies for this award will be provided annually;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. That the name of the scholarship shall be known as "The Archie MacArthur Memorial Scholarship", sponsored by Custom Truck Sales Inc.
2. That the scholarship shall be in the amount of \$500.00 and shall be awarded annually to a graduating student from the Neelin High School Off-Campus Program.
3. That the application guidelines for this award shall be as follows:
 - a. Graduate/Complete Grade 12 Program of Studies through attendance in the Off-Campus Program;
 - b. Enrolment in a Post Secondary Program;
 - c. Financial Need;
 - d. Letter describing experience in Off-Campus Program and one's future goals.
4. That the Division will select the successful student and notify CTS - Kenworth in order that they may participate in the annual award presentation. The preparation of a letter or certificate to be given to the recipient shall be the responsibility of CTS - Kenworth. The actual payment of the award shall be made by CTS - Kenworth, upon presentation by the recipient of proof of his/her successful enrolment in a post secondary institution or program at which time a check in the amount of \$500.00 will be forwarded to the student's account at that institution or program.

5. That this Agreement shall remain in effect for three (3) years from the date of signing.

DATED at Brandon, Manitoba this _____ day of _____, 2013

AGREED to on behalf of The Brandon School Division

CHAIRPERSON

SECRETARY-TREASURER

AGREED to on behalf of Custom Truck Sales Inc.

July 5, 2013

Brandon School Division
1031-8th Street
Brandon, Manitoba
R7A 4K5

Attention: Mr. Kevin Zabowski
Secretary-Treasurer

RECEIVED

JUL 08 2013

Office of the Secretary Treasurer
Brandon School Division

Dear Sirs:

Re: Manitoba Schools Insurance (MSI)
July 1, 2013 Renewals

The annual renewal date of your insurance coverage under the Manitoba Schools Insurance program is July 1. We are pleased to enclose a Coverage Confirmation Binder confirming your insurance renewal for the term July 1, 2013 to July 1, 2014.

Your total premium/self-insurance loss pool contribution is \$225,214.45. A breakdown is as follows:

Payable to The Manitoba School Boards Association -
loss prevention and administration, GST: **\$4,705.05**

Payable to Western Financial Group Insurance Solutions -
insurer premiums for property, liability, "garagekeepers", equipment
breakdown/boiler & machinery, crime, accident coverage for
volunteers; brokerage and program administration fee, property
self-insurance loss pool, liability self-insurance loss pool,
crime self-insurance loss pool, RST: **\$220,509.40**

Total amount due: \$225,214.45

2013-14 renewal premiums are increased from the expiring premiums by an average of 3.4%. The amount of increase varies slightly between Divisions plus will be higher due to the inclusion of the RST which is now applicable to insurance.

Please note the following respecting this year's MSI renewal:

Property: No coverage change - the maximum loss pool responsibility of \$2,000,000. is unchanged. - underwritten by Travelers, Chartis, Arch, The Personal and Lloyds of London.

Liability: No coverage change - underwritten by Arch, Travelers, Elliott Special Risks and SUM.

Crime: No coverage change - underwritten by Travelers Guarantee.

July 5, 2013
Page 2

Equipment Breakdown/Boller and Machinery: The basic deductible has increased from \$2,500. to \$5,000. - underwritten by Royal & Sun Alliance.

Accidental Death & Dismemberment for Volunteer Workers: No coverage change - underwritten by Western Life.

A comparison chart of expiring versus renewal coverages and premiums is also attached.

Policy documentation will be forwarded to you when received.

We trust you will find the enclosed in order and wish to thank you for your continued support of the Manitoba Schools Insurance program. Should you have any questions, please contact Linda Baker at linda.baker@westernfgis.ca, 204-942-2555 extension 7220.

Yours truly,
Western Financial Group (Network) Inc.
per:

Grant Ostir
(Telephone 204-942-2555, extension 7228; Fax 204-957-0678
email: grant.ostir@westernfgis.ca)

GO/lb Enclosures

copy: Mr. Keith Thomas, Risk Manager
The Manitoba School Boards Association

COVERAGE CONFIRMATION BINDER

INSURED: THE MANITOBA SCHOOL BOARDS ASSOCIATION, TRUSTEES, AND MEMBER SCHOOL DIVISIONS AND DISTRICTS OF THE MANITOBA SCHOOL BOARDS ASSOCIATION, AS STATED ON CERTIFICATES OF INSURANCE TO BE ISSUED

DATE: June 25, 2013

THIS BINDER IS TO CERTIFY THAT WE HAVE ARRANGED INSURANCE ON YOUR BEHALF IN ACCORDANCE WITH THE FOLLOWING

LOCATION(S) INSURED: All locations of the Insured

DESCRIPTION OF COVERAGES:

- (a) Property - Blanket All Risks
- (b) Comprehensive General Liability - \$2,000,000.
- (c) Special Non-Owned Automobile Liability - \$2,000,000.
- (d) Standard Garage Automobile Liability - \$2,000,000.
- (e) Board of Education/Errors and Omissions Liability - \$2,000,000.
- (f) Umbrella/Excess Liability - \$38,000,000.
[over items (b), (c), (d) and (e), plus over auto liability]
- (g) Equipment Breakdown/Boiler and Machinery - \$40,500,000.
- (h) Crime - Fidelity - \$3,000,000.
- (i) Volunteer Accident Insurance

INSURER(S):

As arranged by and on file with Western Financial Group (Network) Inc.

TERM: **FROM** July 1, 2013 **TO** Until replaced by Policies or as otherwise informed

THIS BINDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICIES THAT WILL BE ISSUED IN REPLACEMENT HEREOF

Western Financial Group (Network) Inc.
per: _____

BINDER # CO13-4560

**MANITOBA SCHOOLS INSURANCE
2012/13 TO 2013/14 COMPARISON
BRANDON SCHOOL DIVISION**

	<u>2012-13</u>	<u>2013-14</u>
A. PROPERTY		
- limit of coverage any one building location (including contents)	\$ 60,980,000	\$ 63,458,000
- estimated total replacement value, buildings and contents	333,702,000	348,493,200
- percentage increase		4.4%
- average estimated replacement cost per square foot, insured buildings, including contents	283.62	289.11
- coverage for increased cost in claim settlement arising from by-law re-construction requirements	Yes	Yes
- coverage for increased cost to up-grade to "LEED" Silver Environmental Standard	No	No
- limit for Valuable Papers coverage	200,000	200,000
- limit for Accounts Receivable coverage	200,000	200,000
- each loss deductible on all claims (applies per building location for flood, sewer backup)	2,500	2,500
- each loss deductible for break-in (with resulting theft and/or vandalism) claims (excluding outbuildings or storage buildings with building/ contents value under \$25,000) occurring at locations without an operating alarm system	10,000	10,000
- annual aggregate retention (once-a-year deductible)	15,000	15,000
- retention deductible applicable to flood (separate from above retention)	30,000	30,000
- total insurer and loss pool rate per \$100. of estimated value	4.07 ¢	4.04 ¢
Premiums:		
- self-insurance loss pool assessment	\$ 52,517	\$ 52,517
- excess insurers' premium	83,426	88,169
TOTAL PROPERTY LOSS POOL/INSURER PREMIUM:	\$ 135,943	\$ 140,686
- maximum amount chargeable to self-insurance loss pool in respect of any one claim	\$ 1,200,000	\$ 1,200,000
- aggregate maximum loss pool responsibility for the year	\$ 2,000,000	\$ 2,000,000
- maximum potential property year-end rebate, as percentage of total property premium/loss pool contribution	38.1%	37.2%



B. LIABILITY

	2012-13	2013-14
- <u>general liability</u> limit of coverage	\$ 40,000,000	\$ 40,000,000
- general deductible per claim	2,500	2,500
- deductible applicable to legal defense/ investigation costs	No	No
- deductible on claims alleging wrongful dismissal		
- tenured teachers	25,000	25,000
- non-tenured teachers	25,000	25,000
- other employees	2,500	2,500
- coverage limit for claims arising from accidental pollution or contamination, however requiring discovery/reporting within 120 hours	2,000,000	2,000,000
- coverage limit for employee benefits liability - for claims arising from improper administration of employee benefit plans	40,000,000	40,000,000
- " <u>special non-owned auto</u> ", protection for persons while transporting students (extra-curricular activities)	40,000,000	40,000,000
- <u>errors & omissions liability</u> , protection for financial damages claims arising from alleged "wrongful acts"	2,000,000	2,000,000
- deductible amount	2,500	2,500
- deductible applicable to defense and investigative costs	Yes	No
- <u>excess auto liability</u> , for owned vehicles, provided Autopac and fleet extension liability of at least \$2,000,000. is carried	38,000,000	38,000,000
- <u>standard garage automobile</u> , provides coverage on vehicles in custody of schools (eg. industrial arts classes)		
- third party liability, total limit	40,000,000	40,000,000
- all perils coverage on 'customers' automobiles	100,000	100,000
- all perils deductible	1,000	500
Premiums:		
- self-insurance loss pool assessment	\$ 19,255	\$ 19,255
- insurers premium/brokerage	30,711	31,379
TOTAL LIABILITY LOSS POOL/INSURER PREMIUM:	\$ 49,966	\$ 50,634
- maximum amount chargeable to self-insurance loss pool in respect of any one claim	\$ 250,000	\$ 250,000
- aggregate maximum loss pool responsibility for the year	\$ 500,000	\$ 500,000
- maximum potential liability year-end rebate, as percentage of total liability premium/loss pool contribution	38.5%	38.5%

**MANITOBA SCHOOLS INSURANCE**

	2012-13	2013-14
C. EQUIPMENT BREAKDOWN (BOILER & MACHINERY)		
- limit of coverage	\$ 5,000,000	\$ 5,000,000
- deductible - other than air conditioning units machinery breakdown, or pressure vessels	2,500	5,000
- by-laws coverage on chillers	No	No
- deductible - air conditioning units	various, depending on age	various, depending on age
- Premium	\$ 8,910	\$ 9,270
D. CRIME		
- employee dishonesty (includes trustees, volunteers)	\$ 3,000,000	\$ 3,000,000
- computer theft, funds transfer fraud	3,000,000	3,000,000
- depositors forgery/counterfeit currency	3,000,000	3,000,000
- deductible	5,000	5,000
- money & securities coverage	5,000	5,000
- restriction on coverage overnight if money not kept in safe or vault	2,500	2,500
- deductible	500	500
Premiums:		
- self-insurance loss pool assessment	\$ 770	\$ 770
- insurers premium	2,445	2,445
TOTAL CRIME LOSS POOL/INSURER PREMIUM:	\$ 3,215	\$ 3,215
- maximum potential crime year-end rebate, as percentage of total crime premium/loss pool contribution	24.0%	24.0%
E. ACCIDENT INSURANCE FOR VOLUNTEERS		
- accidental death, dismemberment, loss of use	\$ 50,000	\$ 50,000
- accidental major paralysis	100,000	100,000
- weekly indemnity maximum amount	250	250
- accidental medical expense reimbursement	5,000	5,000
- accidental dental expense reimbursement	2,000	2,000
- repatriation/rehabilitation	10,000	10,000
- hospitalization benefit if unemployed, \$90. per day	1,500	1,500
- Premium	\$ 400	\$ 400
F. NET MSBA LOSS PREVENTION/ADMIN. FEE	\$ 4,330	\$ 4,481
G. TOTAL PREMIUM, LOSS POOL CONTRIBUTION, BROKERAGE FEE, ADMINISTRATION/LOSS PREVENTION FEE	\$ 202,764.00	\$ 208,686.00
PLUS RST PAYABLE:	not applicable	\$ 16,304.40
PLUS GST PAYABLE:	\$ 480.01	\$ 224.05
TOTAL PAYABLE:	\$ 203,254.01	\$ 225,214.45
Percentage overall increase/decrease		10.8%