



# BRANDON SCHOOL DIVISION

April 3, 2019

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

TO BE HELD MONDAY, APRIL 8, 2019  
6:00 P.M. (In-Camera) 7:00 P.M. (Public)

J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE

1031 - 6TH STREET, BRANDON, MANITOBA

D. Labossiere  
Secretary-Treasurer

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## AGENDA

### 1.00 AGENDA/MINUTES:

#### 1.01 Approval of Agenda

#### 1.02 Adoption of Minutes of Previous Meetings

- a) Board Meeting, March 11, 2019.  
Adopt.
- b) Special Board Meeting, April 1, 2019.  
Adopt.

### 2.00 IN CAMERA DISCUSSION

#### 2.01 Student Issues

- Reports
- Trustee Inquiries

#### 2.02 Personnel Matters

- Reports
- a) Confidential #1 – Personnel Report.

- Trustee Inquiries

#### 2.03 Property Matters/Tenders

- Reports

**- Trustee Inquiries**

**2.04 Board Operations**

- Reports
- Trustee Inquiries

**3.00 PRESENTATIONS AND COMMUNICATIONS**

**3.01 Presentations for Information**

- a) Brandon Schools Instrumental Music Association (BSIMA) Executive and members, presenting and introducing their organization to the new and returning members of the Brandon School Division Board of Trustees. Student representatives and their instructors will also be attending and performing a musical selection for the Board.

**3.02 Communications for Information**

**3.03 Communications for Action**

**4.00 REPORT OF SENIOR ADMINISTRATION**

**- From Report of Senior Administration**

- a) Review Report of Senior Administration – April 8, 2019.

**5.00 GOVERNANCE MATTERS**

**5.01 Reports of Committees**

- a) Finance and Facilities Committee Meeting K. Sumner

**5.02 Delegations and Petitions (Max. 15 minutes)**

**5.03 Business Arising**

- From Previous Delegation
- From Board Agenda
- MSBA Issues

- a) Webinar Invitation – Nurturing Governance Capacity (Appendix ‘A’)
- b) MSBA Executive Candidate Profiles 2019 (Appendix ‘B’)
- c) G Draper Response in Manitoba Cooperator – March 13, 2019 (Appendix ‘C’)
- d) 2019 Federal Budget Plan Excerpts – March 20, 2019 (Appendix ‘D’)
- e) Mark Dickof Memorial Scholarship Award Application Package – Spring 2019 (Appendix ‘E’)
- f) 2019 Trustee Code of Conduct (Appendix ‘F’)
- g) 2019 Harassment Investigation Procedure (Appendix ‘G’)
- h) Manitoba Ombudsman: The Public Interest Disclosure (Whistleblower Protection) Act (Appendix ‘H’)
- i) Public Education Review Submission – Killarney Parent Advisory Council (Appendix ‘I’)
- j) Amalgamation Talk Raises Concerns – Brandon Sun – March 26, 2019 (Appendix ‘J’)

- k) Municipality of Grassland Speaks Out Against School Division Mergers – Brandon Sun – March 26, 2019 (Appendix ‘K’)
- l) Education Review Brochure (Appendix ‘L’)
- m) Swan Valley School Division – Municipality PowerPoint (Appendix ‘M’)
- n) Local Voices, Local Choices MSBA Convention 2019 - Record of Proceedings (Appendix ‘N’)

**5.04 Public Inquiries (Max. 15 Mins)**

**5.05 Motions**

- 16/2019 That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Occupational Therapy services effective April 1, 2019 be approved.
- 17/2019 That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Speech Language services effective April 1, 2019 be approved.
- 18/2019 That the Five-Year Capital Plan 2020-2021 to 2024-2025 be approved for submission to the Public Schools Finance Board.
- 19/2019 That the purchase of four (4) Blue Bird propane school buses for the 2019-2020 school year in the amount of \$608,206.68 (including taxes) be funded by the School Bus Reserve.
- 20/2019 That the Tender from BellMTS in the amount of \$179,319.00 (including taxes) to supply seventy-five (75) Cisco Switches funded through the 2018-2019 operating budget be accepted.
- 21/2019 That the Tender from Broadview Networks Inc. in the amount of \$65,175.88 (including taxes) to supply Network Access Control funded through the 2018-2019 Operating Budget be accepted.
- 22/2019 That the following tuition fees be approved for the 2019-2020 year:

Transfer Fee	\$ 1,300
Residual Fee	\$ 5,795
Non-Resident (First Nations)	\$12,200
International Student Fees	\$12,200

**5.06 Bylaws**

**By-Law 3/2019**

2<sup>nd</sup> Reading:

That By-law 3/2019, being a borrowing by-law in the amount of \$388,800 upon the credit of the Division by the issue and sale of the security to meet partial costs for construction of:

<b><u>School</u></b>	<b><u>Project</u></b>
Crocus Plains Regional Secondary School	Kitchen Exhaust Ventilation Upgrade & Roof Replacement Area A6
Earl Oxford Middle School	Grooming Room

George Fitton School	Roof Replacement
King George School	Roof Replacement
Maryland Park School	New K-8 School
Vincent Massey High School	Roof Replacement Areas D and G

be now read for the second time, having been first read on March 11, 2019.

3<sup>rd</sup> Reading:

That the rules be suspended and By-Law 3/2019 be now read for a third and final time, and taken as read, finally passed.

**5.07 Giving of Notice**

- a) 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 4/2019, for the purpose of borrowing to meet partial costs for various construction projects in the Division.
- b) 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 5/2019 being a by-law providing for the borrowing of moneys upon the credit of the said School Division to meet current expenses for the fiscal year, July 1, 2019 to June 30, 2020.

**5.08 Trustee Inquiries**

**6.00 ANNOUNCEMENTS**

- a) Parent/Guardian/Division Committee Meeting – 7:00 p.m., Wednesday, April 10, 2019, Boardroom.
- b) Finance and Facilities Committee Meeting – 1:00 p.m., Tuesday, April 16, 2019, Boardroom.
- c) Education and Community Relations Committee Meeting – 1:00 p.m., Wednesday, April 17, 2019, Boardroom.
- d) NEXT REGULAR BOARD MEETING – 7:00 p.m. (Public), Monday, April 22, 2019, Boardroom.

**7.00 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. (Public), MONDAY, MARCH 11, 2019.

## **PRESENT:**

Dr. L. Ross, Chairperson, Ms. S. Bambridge, Vice-Chairperson, Mr. P. Bartlette, Ms. K. Fallis, Ms. L. Letain, Mr. S. Montague, Mr. J. Murray, Mr. K. Sumner.

Mr. D. Labossiere, Secretary-Treasurer, Ms. B. Sangster, Recording Secretary, Ms. T. Curtis, Live Streaming Video Operator.

Senior Administration: Dr. M. Casavant, Superintendent/CEO, Mr. M. Gustafson, Assistant Superintendent, Ms. E. McFadzen, Acting Assistant Superintendent.

## **REGRETS:**

Ms. D. Kejick.

The Chairperson called the meeting to order at 6:02 p.m.

## **AGENDA**

### **1.00 AGENDA/MINUTES:**

#### **1.01 Approval of Agenda**

Senior Administration added twelve (12) In-Camera items to the agenda.

Mr. Sumner - Mr. Murray

That the agenda be approved as amended.

Carried.

#### **1.02 Adoption of Minutes of Previous Meetings**

- a) The Minutes of the Budget Deliberations held February 25, 2019 were circulated.

Mr. Bartlette – Ms. Letain

That the Minutes be approved.

Carried.

- b) The Minutes of the Board Meeting held February 25, 2019 were circulated.

Mr. Montague – Ms. Bambridge

That the Minutes be approved.

Carried.

Mr. Montague – Ms. Letain

That the Board do now resolve into Committee of the Whole In-Camera. (6:03 p.m.)

Carried.

## IN COMMITTEE OF THE WHOLE IN CAMERA

### 2.00 IN CAMERA DISCUSSION:

#### 2.01 Student Issues

##### - Reports

- a) Mr. Mathew Gustafson, Assistant Superintendent, provided an update on two (2) Student Matters.
- b) Dr. Marc Casavant, Superintendent/CEO and Mr. Denis Labossiere, Secretary-Treasurer, provided information on a Student Matter and received direction from the Board.
- c) The Superintendent/CEO provided information on a Student Matter.

##### - Trustee Inquiries

#### 2.02 Personnel Matters

##### - Reports

- a) Confidential #1 – Personnel Report was presented.
- b) The Superintendent/CEO provided information and received Board direction on a Personnel Matter.
- c) The Secretary-Treasurer provided an update on a Personnel Matter.

##### - Trustee Inquiries

#### 2.03 Property Matters/Tenders

##### - Reports

- a) The Secretary-Treasurer provided updates on a Property Matter.
- b) The Secretary-Treasurer provided information on a Property Matter.

##### - Trustee Inquiries

#### 2.04 Board Operations

##### - Reports

- a) The Secretary-Treasurer provided information on a Board Operations Matter.
- b) The Superintendent/CEO provided information on three (3) Board Operations Matters.
- c) The Secretary-Treasurer provided an update on a Board Operations Matter.

##### - Trustee Inquiries

Mr. Bartlette – Ms. Letain

That the Committee of the Whole In-Camera do now resolve into Board. (6:35 p.m.)

Carried.

The Chairperson called the public portion of the meeting to order at 7:00 p.m. with a traditional heritage acknowledgement and welcomed everyone in attendance.

### 3.00 PRESENTATIONS AND COMMUNICATIONS:

### **3.01 Presentations For Information**

### **3.02 Communications For Information**

### **3.03 Communications For Action**

## **4.00 REPORT OF SENIOR ADMINISTRATION**

The Superintendent/CEO provided highlights on the following items from the March 11, 2019 Report of Senior Administration:

- Celebrations
  - Canadian Museum for Human Rights Project
  - French Second Language Revitalization Grant
- Information Items
  - Director of Human Resources
  - Assistant Superintendent – Student Achievement Support Services
- Presentations
  - English as an Additional Language Specialist – J. Ford

Trustees asked questions for clarification. Trustee Bartlette thanked whoever was responsible for completing and submitting the application forms for the French Second Language Revitalization Grant.

Ms. Bambridge – Mr. Sumner

That the March 11, 2019 Report of Senior Administration be received and filed.

Carried.

## **5.00 GOVERNANCE MATTERS**

### **5.01 Reports of Committees**

- a) Trustee Ross provided a verbal report on the February 27, 2019 Board Engagement Meeting with Parent Councils Representatives.

#### Point of Privilege:

Trustee Montague congratulated the Brandon University Bobcat Men's Volleyball Team on winning the Canada West title over the weekend. He noted that it's nice that there are two Brandon School Division graduates from Vincent Massey High School on the team - Seth Friesen and Liam Nohr. Trustee Montague wished the team all the best at Nationals in Quebec.

### **5.02 Delegations and Petitions**

#### **5.03 Business Arising**

- From Previous Delegation
- From Board Agenda
- MSBA Matters

- a) e-bulletin - February 27, 2019
- b) Seven Oaks School Division Letter re Amendments to Election Act
- c) Turtle Mountain School Division – update to MSBA Local Voices/Local Choices
- d) Turtle Mountain School Division – Local Voices/Local Choices Postcard
- e) Memo – 2019 Provincial Budget Summary – March 6, 2019

Trustees discussed the Local Voices/Local Choices campaign and whether creating a committee would assist with this initiative. Trustees agreed to discuss this matter further after the MSBA convention or perhaps hold a working meeting later in the month. This item will be brought forward at the April 8<sup>th</sup> Board meeting.

#### **5.04 Public Inquiries (max. 15 minutes)**

Mr. Peter Buehler, President, Brandon Teachers' Association (BTA), spoke on behalf of the BTA Ed-Finance Committee. Mr. Buehler made a statement on behalf of the Committee which included putting the needs of students before fiscal needs, FRAME budget statistics for the Brandon School Division, the results of the 2016 Pan-Canadian Assessment of reading, mathematics and science, and child poverty rates. Mr. Buehler spoke on value for money in education, which he believes is to support the best possible quality of life and wellbeing for students in order to ensure that they can achieve both professional and personal fulfilment in the future.

Mr. Buehler posed a question to the Board: Can you tell us how far into the future you are able to make your deliberations when you do set the budget for this School Division?

Trustee Sumner responded that with provincial funding being announced on an annual basis, the Division is very limited in our ability to plan past the current fiscal year and what the funding announcement is. An example is discussion of the Administration Cap. When information comes with only days left in the budget, we have to respond to those requirements regardless of any long-term plans that we might have had in the area of Administration. The Division cannot for certainty know what annual funding will be. Trustee Bartlette spoke on the Continuous Improvement Plan, which looks long term at meeting the needs of all Division students. Trustee Montague spoke on the special assessment and the upcoming education review in regards to provincial funding.

#### **5.05 Motions**

13/2019 Ms. Letain – Mr. Sumner

That, in accordance with Article 8 of the Collective Agreement between the Division and the Brandon Teachers' Association, a total of 3 (three) increments for the first 3 (three) years of experience and an additional 1 (one) increment for the remaining years of experience, providing a total of 4 (four) increments for work related experience be recognized for Ms. Lisa Aube.

Carried.

14/2019 Ms. Bambridge – Mr. Sumner

That Trustees Bartlette and Montague be approved to serve as members of the Scholarship Committee for 2018-2019.

Carried.

15/2019 Mr. Sumner – Ms. Letain

That the Final Budget for 2019-2020 and the 2019 Special Levy be approved as follows:

Total Operating Expenditures	\$ 105,795,100
Total Capital Expenditures	<u>\$ 3,568,000</u>
Total Expenditures	<u>\$ 109,363,100</u>
2019-2020 Special Requirement	<u>\$ 49,126,900</u>

2019 Special Levy to be raised from Municipalities \$ 48,456,525

Trustee Bartlette asked the Secretary-Treasurer to speak on whether the Special Requirement meets the guidelines from the Minister of Education and Training.

Mr. Labossiere responded that the Special Requirement increase is at 0.85%, and the limit set by the Minister of Education and Training is 2%.

Carried.

## **5.06 Bylaws**

Mr. Bartlette

### **By-Law 2/2019**

#### 2<sup>nd</sup> Reading:

That By-law 2/2019, being a borrowing by-law in the amount of \$1,218,700 upon the credit of the Division by the issue and sale of the security to meet partial costs for construction of:

<b><u>School</u></b>	<b><u>Project</u></b>
Earl Oxford School	One Modular Classroom Unit
George Fitton School	Roof Replacement
École Harrison	Steam Heating System Replacement
Maryland Park School	New K-8 School

be now read for the second time, having been first read on February 25, 2019.

Carried.

#### 3<sup>rd</sup> Reading:

That the rules be suspended and By-Law 2/2019 be now read for a third and final time, and taken as read, finally passed.

Carried.

Ms. Fallis

### **By-Law 3/2019**

#### 1<sup>st</sup> Reading:

That By-law 3/2019, being a borrowing by-law in the amount of \$388,800 upon the credit of the Division by the issue and sale of the security to meet partial costs for construction of:

<b><u>School</u></b>	<b><u>Project</u></b>
Crocus Plains Regional Secondary School	Kitchen Exhaust Ventilation Upgrade & Roof Replacement Area A6
Earl Oxford Middle School	Grooming Room
George Fitton School	Roof Replacement
King George School	Roof Replacement
Maryland Park School	New K-8 School
Vincent Massey High School	Roof Replacement Areas D and G

be now read for the first time.

Carried.

**5.07 Giving of Notice**

**5.08 Trustee Inquiries**

**6.00 ANNOUNCEMENTS**

- a) Workplace Safety and Health Committee Meeting – 1:00 p.m., Tuesday, March 12, 2019, Conference Room.
- b) Finance and Facilities Committee Meeting – 1:00 p.m., Tuesday, April 2, 2019, Boardroom.
- c) NEXT REGULAR BOARD MEETING – 7:00 p.m. (Public), Monday, April 8, 2019, Boardroom.

**7.00 ADJOURNMENT**

Mr. Sumner – Ms. Bambridge  
That the Board do now adjourn. (7:56 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 6:00 P.M., MONDAY, APRIL 1, 2019.

**PRESENT:**

Dr. L. Ross, Chairperson, Ms. S. Bambridge, Vice-Chairperson, Mr. P. Bartlette, Ms. K. Fallis, Ms. D. Kejick, Ms. L. Letain, Mr. S. Montague, Mr. J. Murray, Mr. K. Sumner (by phone).

Mr. D. Labossiere, Secretary-Treasurer.

Senior Administration: Dr. M. Casavant, Superintendent/CEO, Mr. M. Gustafson, Assistant Superintendent, Ms. Elaine McFadzen, Acting Assistant Superintendent.

**REGRETS:**

**CALL:**

The Chairperson called the meeting to order at 6:03 p.m. and referred to the Call.

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

a) Board Operations – In-Camera Discussion

Ms. Fallis – Ms. Letain

That the Board do now resolve into Committee of the Whole In-Camera. (6:04 p.m.)

Carried.

**IN COMMITTEE OF THE WHOLE IN CAMERA**

The Board discussed a Board Operations matter In-Camera.

Mr. Bartlette – Mr. Murray

That the Committee of the Whole In-Camera do now resolve into Board. (8:15 p.m.)

Carried.

Mr. Montague – Ms. Bambridge

That the meeting do now adjourn (8:16 p.m.).

Carried.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer



# BRANDON SCHOOL DIVISION

## Report of Senior Administration to the Board of Trustees

April 8, 2019

### A. Administrative Information

#### I. CELEBRATIONS

##### 1. **STUDENT BEHAVIOUR ON CITY OF BRANDON BUSES**

Brandon School Division received positive feedback from a community member who expressed appreciation of the thoughtful and polite actions of students who were on route from Linden Lanes School to Industrial Arts/Home Economics classes at Earl Oxford School.

##### 2. **PRAIRIEACTION FOUNDATION YOUTH LEADERSHIP AWARD**

The Youth Revolution *Recess Guardians* project was selected to receive a Youth Leadership Award and Grant in the amount of \$3000 from the Board of Directors of Prairieaction Foundation. *Recess Guardians* is a Youth Revolution project at Valleyview Centennial School. The mission of the project is to teach youth through unstructured play, and to enhance life skills for positive development.

##### 3. **OUR JOURNEY: HONOURING INDIGENOUS STUDENT SUCCESS**

Brandon School Division is pleased to partner with Assiniboine Community College, Brandon University and several other community organizations to participate in a special celebration to honour the educational success of Indigenous students in our community. Everyone is welcome to attend.

Thursday, May 23, 2019

Keystone Centre Grounds (*Manitoba Room in the event of inclement weather*)

9:00am - Pipe Ceremony

11:30am - Grand Entry, followed by opening remarks, celebration, dancing, drumming and a time to honour the success of our Indigenous students

5:00pm - Feast (free of charge)

*“Accepting the Challenge”*

## **II. COMMUNITY CONNECTIONS**

The following community connections were made by Dr. Casavant, Superintendent/CEO from March 6, 2019 to April 2, 2019.

- March 7, 2019 – meeting with Jason Gobeil, Aboriginal Community Coordinator, Brandon Urban Aboriginal Peoples’ Council
- March 8, 2019 – school visit with Yemi Otukoya, Director of Human Resources: Neelin High School Off Campus
- March 8, 2019 – Brandon Police Board meeting
- March 12, 2019 - Continuous Improvement Plan – Divisional Leadership Team meeting
- March 13, 2019 – Meeting with Anne Saftich and Darryl Denyes, IBM Canada K-12 Education
- March 14-15, 2019 – Manitoba School Boards Association (MSBA) Annual Convention
- March 18, 2019 – Next Steps in Professional Learning Communities – Solution Tree professional development event
- March 19, 2019 – meeting with Kevin Tacan, Indigenous Elder, Brandon School Division
- March 22, 2019 – school visit with Yemi Otukoya, Director of Human Resources: Alexander School
- March 22, 2019 – school visit with Yemi Otukoya, Director of Human Resources: École O’Kelly School
- March 29, 2019 – RBC President Round Table meeting
- March 29, 2019 –Royal Manitoba Winter Fair – RBC Challenge
- April 2, 2019 – Operational Divisional Leadership Team meeting

### III. SUSPENSIONS

<u>SCHOOL</u>	<u>NO./STUDENTS</u>	<u>NO./DAYS</u>	<u>REASON</u>
Elementary Schools	6 total	2 – 3 day 3 – 3 day 1 – 4 day	Drug and Alcohol Policy Assaultive Behaviour Assaultive Behaviour
High Schools	45 total	4 – 3 day 4 – 3 day 11 – 3 day 1 – 4 day 11 – 5 day 4 – 5 day 1 – 5 day 3 – 5 day 1 – 10 day 1 – 15 day 1 – 15 day 2 – 20 day 1 – 24 day	Drug and Alcohol Policy Assaultive Behaviour Unacceptable Behaviour Assaultive Behaviour Drug and Alcohol Policy Assaultive Behaviour Cyberbullying Unacceptable Behaviour Weapons Weapons Unacceptable Behaviour Weapons Cyberbullying Behaviour

### IV. INFORMATION ITEMS

#### 1. **MANITOBA EDUCATION AND TRAINING CORRESPONDENCE**

##### **PROCLAMATION RE: PERFECT ATTENDANCE MONTH**

For Information .....Dr. Casavant

Correspondence has been received from Honourable Kelvin Goertzen, Minister of Education and Training, proclaiming March 2019 be designated as Perfect Attendance Month. Manitoba places a high priority on regular daily school attendance for all students, as regular attendance helps children develop the skills and knowledge that are required to be active, responsible and productive citizens.

#### 2. **SUBSTITUTE TEACHER WORKSHOP/LEARNING SESSION**

For Information .....Dr. Casavant

In response to a request from the President of the Brandon Teachers' Association, Brandon School Division offered a workshop/learning session regarding the Automated Dispatch System for substitute teachers. The workshop was held on March 15, 2019.

**3. NEW SCHOLARSHIP AGREEMENT FOR THE 2018/2019 SCHOOL YEAR**

For Information .....D. Labossiere

The following new scholarship agreement requested by the Brandon Teachers’ Association for the 2018/2019 school year has been approved:

The Brandon Teachers’ Association Scholarship: a scholarship will be funded in the amount of \$500 for each of the three high schools (Crocus Plains Regional Secondary School, École secondaire Neelin High School, Vincent Massey High School) as well as Neelin High School Off-Campus. Recipients of this award must be planning to pursue post-secondary education that will enable them to work in the field of education including as a Teacher, Educational Assistant or Early Childhood Educator. Recipients must have been involved in a volunteer or work experience program in which they were working with children or students younger than themselves, and recipients must have demonstrated financial need. Payment of this award shall be made by Brandon School Division.

**V. PRESENTATIONS**

**1. EARLY YEARS LITERACY SPECIALIST**

For Information ..... D. Dvorak

Dana Dvorak, Early Years Literacy Specialist, will provide an update on her current work with Brandon School Division.

**2. CONTINUOUS IMPROVEMENT PLAN DATA, AND REPORT FROM RESEARCH, ASSESSMENT, AND EVALUATION SPECIALIST**

For Information .....M. Wilson

Marnie Wilson, Research, Assessment, and Evaluation Specialist, will provide an update on data pertaining to the Continuous Improvement Plan, and her current work with Brandon School Division.

**3. CONTINUOUS IMPROVEMENT AT VINCENT MASSEY HIGH SCHOOL**

For Information ..... B. Ridgen, B. Williams, K. Grindey

The following staff members from Vincent Massey High School will present on Continuous Improvement initiatives currently in progress: Bryce Ridgen, Principal; Brooke Williams, Continuous Improvement Coach and Advanced Placement Coordinator; and Kevin Grindey, Teacher and School Leadership Team member.

## B. Business Arising for Board Action

### I. INFORMATION FOR DISCUSSION AND CORRESPONDENCE

#### 1. PERSONNEL REPORT

For Information .....Y. Otukoya

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

#### 2. PRAIRIE MOUNTAIN HEALTH AGREEMENT – OCCUPATIONAL THERAPY SERVICES

For Action .....D. Labossiere

In the past years the Division received occupational therapy services on an agreement basis through Prairie Mountain Health. The provision of the occupational therapy services by Prairie Mountain Health staff will be provided through a Service Purchase Agreement (Appendix A). The Agreement has been reviewed and approved by Elaine McFadzen, Acting Assistant Superintendent and myself. The Agreement is effective April 1, 2019 and will be renewed annually unless terminated by either of the parties. A motion is included in the agenda for Board consideration. Please contact me should you require further information.

**RECOMMENDATION:**

*That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Occupational Therapy services effective April 1, 2019 be approved.*

#### 3. PRAIRIE MOUNTAIN HEALTH AGREEMENT – SPEECH LANGUAGE SERVICES

For Action .....D. Labossiere

Brandon School Division and Prairie Mountain Health have partnered to provide speech language services to Prairie Mountain Health in exchange for transfer of funding received for the provision of such services (Appendix B). The Agreement has been reviewed and approved by Elaine McFadzen, Acting Assistant Superintendent and myself. The Agreement is effective April 1, 2019 and will be renewed annually unless terminated by either of the parties. A motion is included in the agenda for Board consideration. Please contact me should you require further information.

**RECOMMENDATION:**

*That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Speech Language services effective April 1, 2019 be approved.*

## **II. SENIOR ADMINISTRATION RESPONSE TO TRUSTEE INQUIRIES**

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

**Dr. Marc D. Casavant  
Superintendent/Chief Executive Officer**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE BRANDON SCHOOL DIVISION**  
*(Hereinafter called the "Division")*

**- and -**

**PRAIRIE MOUNTAIN HEALTH**  
*(Hereinafter called "PMH")*

WHEREAS the Division is an independent and autonomous entity with its own mission statement, by-laws and policies, governed by a board of directors;

AND WHEREAS PMH is established or continued under the RHA Act, with its own mission statement, by-laws and policies, governed by a board of directors;

AND WHEREAS PMH is committed to providing the "Programs/Services" as hereinafter defined in Schedule A;

AND WHEREAS the Division is willing to provide funding for the Programs/Services provided by PMH, with Programs/Services that are responsive to the needs of children in the Brandon area;

AND WHEREAS both parties are committed to continue to provide a high quality of service to the community, which will provide the stability necessary to maintain the confidence of the consumers of the Programs/Services;

AND WHEREAS the Partners are desirous of confirming their respective rights and obligations in writing and providing a method for effective implementation of this Agreement;

NOW THEREFORE PMH and the Division agree as follows:

**SECTION 1 - DEFINITIONS**

In this Agreement and in the Schedules hereto:

- 1(1) "Employee" means an individual paid by PMH on a permanent or term basis to perform duties as outlined in Schedule A.

- 1(2) "Insurer" means the entity providing PMH with composite liability insurance, as described in Section 9.
- 1(3) "Manitoba Health" means the Department of Health, Seniors and Active Living of the Government of Manitoba and includes the authorized officials and representatives of the Department;
- 1(4) "Personal Health Information" means information about an identifiable individual relating to the individual's health, or health care history, including genetic information about the individual, provision of health care to the individual, or payment for health care provided to the individual and includes the Personal Health Identification Number (PHIN) and any other identifying number, symbol or particular assigned to an individual, and any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.;
- 1(5) "Personal Information" means information about an identifiable individual, including: the individual's name; home address or personal phone/fax number or personal email address; ancestry, race, color, nationality, or nation or ethnic origin; religion or creed, or religious belief, association or activity; blood type, fingerprints or other hereditary characteristics; political belief, association or activity; education, employment or occupation, or educational, employment or occupational history; source of income or financial circumstances, activities or history; criminal history, including regulatory offences; involvement in legal matters.
- 1(6) "Division Designate" means the Division employee that is responsible for managing the contracted service pertaining to this agreement and the applicable Schedule A.
- 1(7) "Programs/Services" means the programs and/or Programs/Services to be provided by PMH to the Division under this Agreement in accordance with Schedule A to this Agreement;
- 1(8) "Reporting Year" means the period starting on April 1 of one year and ending on March 31 on the next ensuing year;
- 1(9) "Term" means the term of this Agreement as specified in subsections 2(1);
- 1(10) "Third Party" means any person, corporation, organization or entity other than PMH or the Division.

## **SECTION 2 – TERM OF AGREEMENT**

- 2(1) This Agreement comes into effect on April 1, 2019 and shall continue subject to annual appropriations as set forth in section 3(1) until March 31, 2020 unless terminated earlier under section 14.
- 2(2) Provided that this Agreement is in full force and *effect* and neither party is under material default under this Agreement, should both parties be interested in renewing this agreement, the parties agree to enter into a discussion to re-negotiate this Agreement during the final ninety (90) days of

the Term of this Agreement. Should this Agreement be renewed, a new Agreement will be signed by the parties.

- 2(3) The Schedules which are attached to this agreement form part of the agreement, and any of the terms in this agreement are subject to any amendments provided for in the Schedules. The parties acknowledge and agree that the Schedules may be reviewed by the parties periodically and where necessary or appropriate, be amended by the Division, with the consent of PMH, to reflect changes in circumstances. Amended Schedules will be signed by both parties. If amended, the amended Schedule shall replace the previous Schedule, and shall be effective as of the date of execution of the new Schedule, unless otherwise stated thereon.
- 2(4) If there is any inconsistency or conflict between the main body of this Agreement and the Schedules, the main body of this Agreement shall govern.

### **SECTION 3 – DIVISION TO PROVIDE FUNDING TOWARDS THE PURCHASE OF PROGRAMS/SERVICES**

- 3(1) Subject to the terms and conditions of this Agreement, the Division agrees to provide funding to PMH to purchase the Programs/Services as specified in Schedule A.
- 3(2) Where PMH provides Programs/Services outside the scope of Schedule "A" to this Agreement, such Programs/Services shall not be covered under this Agreement. In other words, the Division has no liability or responsibility to compensate PMH with respect to any work performed outside the scope of Schedule "A", without the prior written approval of the Division.
- 3(3) The Division agrees to comply with PMH policies as relevant to the delivery of Programs/Services and as defined in Schedule B.

### **SECTION 4 – PMH TO PROVIDE PROGRAMS/SERVICES**

- 4(1) PMH agrees to establish and provide the Programs/Services in accordance with Schedule "A", on the terms and conditions set out in this Agreement.
- 4(2) The Schedules form an integral part of this Agreement.
- 4(3) The Programs/Services provided in Schedule "A" are to be operated in a manner consistent with policies and procedures as established by PMH from time to time.
- 4(4) PMH represents and warrants that it shall:
  - (a) provide its employees, third party, agents, volunteers or representatives with appropriate ongoing supervision, training, equipment, and administrative support, and shall take all other steps necessary to ensure proper performance of the Programs/Services;
  - (b) supply competent personnel to perform the Programs/Services and shall ensure that no Third Party is engaged to perform the Programs/Services, or any part thereof, unless they have been adequately instructed and trained to do so and maintain that competency and provide evidence of insurance as outlined in Section 9;
  - (c) put in place all reasonable measures, including but not limited to, administrative, operational and cost containment measures to avoid incurring any deficit in connection with the Programs/Services;

- (d) operate in accordance with all applicable statutes, by-laws and regulations of any relevant government body as well as all federal, provincial and municipal laws, statutes and regulations, and shall administer and provide the Programs/Services in compliance with these standards and PMH policies as defined in Schedule B;
  - (e) carry out all such responsibilities as are necessary to the efficient, safe, and effective operation of Programs/Services, including but not limited to, ensuring efficient, safe, and effective service delivery and exercising sound fiscal management;
  - (f) ensure that it has appropriate management and support structures in place to support quality Programs/Services, and enable the delivery in accordance with any established policies and procedures, and standards as well as to meet requirements from existing legislation. Such structure should include provisions for an employee development and review process in order to ensure competent staff, volunteers and that all third parties engaged by PMH are providing quality service.
- 4(5) PMH shall not provide any Programs/Services in addition to those identified in Schedule A with funding provided by the Division without prior written approval from the Division.
- 4(6) PMH shall advise the Division, in writing, of any factors that may have a negative effect on the ability of PMH to meet any of its obligations under this Agreement.
- 4(7) PMH agrees to work collaboratively with the Division in delivering the Programs/Services, including communicating, cooperating and working with the Division with respect to matters which will have a system-wide impact on planning, policy, resource allocation, finance, quality/standards, and program evaluation. PMH agrees to collaborate with and to assist the Division in defining opportunities to achieve quality, cost-effective, coordinated, and integrated service delivery and resource management within the region and to collaborate in a "best practice" approach to service delivery and resource management.
- 4(8) PMH shall report all critical occurrences immediately, in accordance with PMH's Critical Occurrence Reporting policy and shall notify the Division designate as soon as possible of the incident.

#### **SECTION 5 – PMH TO USE FUNDING**

- 5(1) Unless otherwise provided in writing by the Division, PMH shall use all funding provided under this Agreement exclusively to provide the Programs/Services, including but not limited to the payment of all employee salaries and benefits.
- 5(2) The Programs/Services as defined in Schedule "A" are to be provided by PMH and payments made under this Agreement by the Division are to be used by PMH in accordance with Schedule "A".

#### **SECTION 6 – PAYMENT**

- 6(1) Subject to Section 3(1), the Division agrees to make payment to PMH in accordance with the schedule of payments, the amounts, terms and conditions as outlined in Schedule "A" to this Agreement.
- 6(2) Payments for the Programs/Services whether in whole or in part shall not be deemed nor considered earned, in the hands of PMH until such time as:
- (a) the Programs/Services are actually provided and properly reported to the Division; and

- (b) PMH fully and properly accounts to the Division for PMH's use or application of all payments made by the Division and PMH confirms that such payments are not subject to any Third Party claims or interests, whether by security agreement, attachment or otherwise.
- 6(3) the Division shall not be held responsible for the costs of Programs/Services offered or projects undertaken by PMH outside the scope of Schedule "A", unless the prior written approval of the Division was obtained.
- 6(4) PMH is expected to manage within the funding provided by the Division. The Division shall not be responsible for any deficit incurred by PMH in providing the Programs/Services or otherwise.

#### **SECTION 7 - INDEMNIFICATION BY THE DIVISION**

- 7(1) The Division shall not be liable for any injury to PMH, or to any officers, employees, third party, volunteers, agents or clients of PMH, or for any damage to or loss of property of PMH, or of the officers, employees, third party employees or any other third party, volunteers, agents or clients of PMH, caused by or in any way related to the performance of this Agreement by PMH.
- 7(2) Subsection 7(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of the Division during the course of this agreement.
- 7(3) The Division shall save harmless and fully indemnify PMH, its officers, employees, third party employees, volunteers and agents from and against all claims, liabilities and demands related to all matters within the scope of Subsection 7(2).
- 7 (4) PMH and the Division will be bound by the terms of this section notwithstanding the termination or expiry of this Agreement.

#### **SECTION 8 - INDEMNIFICATION BY PMH**

- 8(1) PMH shall not be liable for any injury to, or for any damage to or loss of property of the Division or any of the Division's officers, employees, third party, volunteers or agents caused by or in any way related to the performance of this Agreement by the Division.
- 8(2) Subsection 8(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of PMH while acting within the scope of his or her employment.
- 8(3) PMH shall indemnify and hold harmless the Division of and from any claims, demands or proceedings with respect to all damages, costs, disbursements and taxes arising out of:
  - (a) any wrongful or negligent acts or deliberate misconduct of PMH, its officers, employees, third party, volunteers and agents;
  - (b) Any failure on the part of PMH to comply with applicable laws, including employment and privacy laws;
  - (c) Any failure on the part of PMH to make any necessary deductions or remittances required by law;
- 8(4) Subject to sections 3 and 7, PMH will not seek compensation from the Division, or make any claims or take any proceedings against the Division, arising out of the performance of this Agreement.

- 8(5) PMH and the Division will be bound by the terms of this section notwithstanding the termination or expiry of this Agreement.

### **SECTION 9 – INSURANCE BY PMH**

- 9(1) PMH agrees to purchase and maintain insurance throughout the term of this Agreement at their cost:

- (A) **Commercial General Liability (CGL)** Insurance with a limit of no less than two million dollars (\$2,000,000) insuring against bodily injury, personal injury, advertising liability, liability for damage or loss to property of others arising out of any of the operations of Division, its officers, employees, third party, volunteers or agents under this Agreement.

Without limiting or restricting the generality of Subsection 9(1), such insurance shall:

- a) Name the Division, its officers, employees and agents as Additional Insured's with respect to operations performed by PMH under the Agreement.
  - b) Include Non-Owned Automobile (NOA) two million dollars (\$2,000,000)
  - c) Include Tenants Legal Liability (TLL) one million dollars ( \$ 1,000,000)
  - d) Include volunteer workers as additional insured's when volunteer Programs/Services are included in Schedule A
  - e) Include products and completed operations, cross liability and contractual liability
  - f) Where professional Programs/Services are being provided by PMH (as outlined in Schedule A), include an extension for Professional Liability insurance of five million dollars (\$5,000,000) including but not limited to regulated, licensed professionals (with the exclusion of physicians). PMH will endeavor to ensure that Professional Liability coverage continuity is maintained for a minimum of two years after this agreement has been lapsed or cancelled.
  - g) Include no exclusionary wording for Programs/Services outlined in Schedule A unless coverage is specifically obtained by a separate policy.
- (B) **Directors and Officers Coverage or Management Liability** including Directors and Officers Coverage for a minimum Limit of Liability of two million dollars (\$ 2,000,000) per claim and four million dollars (\$4,000,000) annual aggregate.
- a) PMH will endeavour to provide 30 days' notice to the Division if this insurance is to be lapsed, cancelled, or materially changed.
  - b) PMH will endeavour to ensure that coverage continuity is maintained for a minimum of two years after this agreement has been lapsed or cancelled.
- C) **Crime Coverage**
- (a) Employee Dishonesty for a minimum limit of two hundred thousand dollars (\$200,000)
  - (b) Loss inside and outside for a minimum limit of twenty thousand dollars (\$ 20,000)

- D) “**All Risks**” property insurance on a replacement cost basis on all owned and leased property for which PMH is responsible and buy business interruption insurance as is prudent.
- 9(2) Without limiting or restricting the generality of Subsection 9(1), PMH is responsible to:
- (a) Promptly report to comply with the Insurers Claims reporting conditions and to simultaneously advise the Division of any potential claim or action arising out of the Programs/Services outlined in this agreement
  - (b) Ensure that coverage is primary and without right of contribution by any insurance carried by the Division.
  - (c) Prior to the commencement of this agreement and annually thereafter, submit certified copies of insurance certificates. Certificates will be specific to coverage, describe the operations fully or reference this Agreement, and outline minimum conditions as specified above including, Limits of Liability, Additional Insured Status and Cancellation Clause.
- 9(3) PMH shall take all reasonable steps to ensure that any Third Parties, other than PMH officers, employees and volunteers, who are delivering or working within the Programs/Services as outlined in Schedule "A", and acting in a professional capacity have five million dollars (\$5,000,000) professional liability insurance coverage for errors and omissions and that coverage shall remain in force for a period of 24 months after the end of their service. PMH shall obtain and retain the evidence of insurance.
- 9(4) PMH shall ensure that any Third Parties, other than PMH officers, employees and volunteers, who are delivering or working within the Programs/Services as outlined in Schedule "A", provide evidence of Commercial General Liability for a minimum amount of two million dollars (\$2,000,000) per occurrence for the duration of their Programs/Services. PMH shall obtain and retain the evidence of insurance.
- 9(5) PMH agrees that all vehicles registered or used on PMH business shall be insured for a minimum third party liability limit of one million dollars (\$1,000,000) and are registered according to their use as required by Manitoba Public Insurance.
- 9(6) PMH represents and warrants that all coverage required under *The Workers Compensation Act* (Manitoba) is in place, and shall continue to be in place while the Programs/Services are provided under this Agreement, with respect to all its employees and PMH shall provide evidence of such coverage to the Division upon request.

#### **SECTION 10 – CONFIDENTIALITY OF INFORMATION PROTECTION OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION**

- 10(1) While this Agreement is in effect and at all times thereafter, notwithstanding the termination or expiry of this Agreement, PMH and its directors, employees, volunteers and agents shall comply with any rules or directions made or given by the Division with respect to the safeguarding or ensuring of the confidentiality of information, data, documents or materials acquired or by which access has been given in the course of or incidental to the performance of this Agreement.
- 10(2) The parties acknowledge that Personal Information and Personal Health Information provided to the other party pursuant to this Agreement will be collected, used, disclosed and protected by the other party and its officers and employees in accordance with the provisions of *The Freedom of Information and Protection of Privacy Act* (Manitoba) and *The Personal Health Information Act* (Manitoba).

- 10(3) PMH recognizes that, in the course of carrying out its obligations under this Agreement, PMH and its directors, employees, third party employees, agents, volunteers, or representatives, may receive, collect, acquire, be given access to and may otherwise come into possession of Personal Information or Personal Health Information under this Agreement. PMH acknowledges that Personal Information and Personal Health Information will be collected, used, disclosed and protected by PMH and its officers and employees in accordance with the provisions of *The Freedom of Information and Protection of Privacy Act (Manitoba)* and *The Personal Health Information Act (Manitoba)*. PMH shall take all reasonable steps to protect Personal Information and Personal Health Information from risks such as inappropriate collection, use or disclosure. PMH is responsible to report immediately to the Division any suspected or actual breaches of privacy as it relates to the Programs/Services provided under this Agreement.

### **SECTION 11 - PMH RECORDS AND REPORTING REQUIREMENTS**

- 11(1) PMH shall provide the Division with reports and financial statements in accordance with Division's Reporting Requirements that are attached as Schedule "C" to this Agreement. Other information reasonably required by the Division will be provided by PMH as requested.

### **SECTION 12 – EVALUATION - AUDIT AND REVIEW**

- 12(1) The Division may at any time directly, or by way of independent external consultants, conduct a review, evaluation or audit of the Programs/Services provided by PMH under this Agreement. The Division shall consult with PMH in the *selection* of an independent external consultant.
- 12(2) The Division may also at any time conduct a review of the management and financial or other practices of PMH. PMH shall provide the Division or its external consultants with full access to all financial and program records, accounts and other documents involving the provision of the Programs/Services. All expenses related to such evaluations or audits shall be borne by the Division.

### **SECTION 13 - AMENDMENTS**

- 13(1) No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

### **SECTION 14 - TERMINATION**

- 14(1) In addition to the other termination rights under this Agreement, the Division may terminate this Agreement for any reason or without cause upon providing PMH with ninety (90) days' written notice or prior written notice as per *The Employment Standards Code (Manitoba)*, whichever notice period is greater.
- 14(2) In addition to the Division's rights under Subsection 14(1), and without restricting any other available remedies, the Division may immediately terminate this Agreement in writing without further notice if in the Division's reasonable opinion:
- (a) The Programs/Services are unsatisfactory, inadequate or are improperly or unsafely performed; or
  - (b) PMH has failed in any material respect to comply with any term or condition of this Agreement;

Provided that the Division has first notified PMH in writing of the default or failure and PMH has failed or neglected to remedy such default or failure to the satisfaction of the Division within thirty (30) days following the date of the Division's notice to PMH.

- 14(3) The Division may, at its sole discretion, immediately terminate this Agreement in writing if:
- (a) PMH is dissolved or becomes bankrupt or insolvent, or a receiver, trustee, or custodian is appointed to manage the affairs and assets of PMH;
  - (b) PMH makes any compromise, arrangement, or assignment with or for the benefits of the creditors of PMH;
  - (c) any creditor of PMH garnishes or attaches, or attempts to garnish or, attach, any of the funds paid or to be paid by the Division under this Agreement;
  - (d) PMH fails to secure or renew any license or permit required by law, or if such license or permit is revoked or suspended;
  - (e) PMH or any officer or director of PMH is found guilty of an indictable offence;
  - (f) PMH at any time engages in any activities or trade practices which, in the opinion of the Division, acting reasonably, are prejudicial to the interests of the Division; or
  - (g) PMH is in breach of any applicable statute, by-law or regulation.
- 14(4) PMH may terminate this Agreement if all of the following conditions are satisfied:
- (a) PMH provides and executes a Programs/Services transition plan, satisfactory to the Division, that shall be in place prior to termination, that ensures client Programs/Services are in no way compromised; and
  - (b) PMH provides the Division with a minimum of ninety (90) days' written notice.
- 14(5) On termination of this Agreement, PMH shall cease to perform any further Programs/Services on behalf of the Division under this Agreement. Subject to Section 7, the Division shall be under no obligation to PMH other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the Division, such funds as PMH may be entitled to receive under this Agreement for the Programs/Services completed to the satisfaction of the Division up to the date of termination.

#### **SECTION 15 - WAIVER OF AGREEMENT**

- 15(1) A term or condition of this Agreement can be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.

#### **SECTION 16 - NO ASSIGNMENT OF AGREEMENT**

- 16(1) The Division shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the express prior written approval of PMH.
- 16(2) No assignment or transfer of this Agreement shall relieve PMH of any obligations under this Agreement, except to the extent that they are properly performed by PMH's permitted assigns.
- 16(3) This Agreement shall be binding upon the successors and any permitted assigns of PMH.

- 16(4) PMH shall be entitled to assign this Agreement, including all of PMH's rights and obligations contained in this Agreement, to another regional health authority, another health care facility, a successor entity or the Government of Manitoba, with all the terms and conditions of this Agreement remaining unchanged. For clarification, PMH's right to assign shall not require the consent of the Division provided that no assignment or transfer of this Agreement shall relieve PMH of any obligations under this Agreement, except to the extent that they are properly performed by PMH's assignee.
- 16(5) PMH will notify the Division, in writing, of PMH's intended assignment at least thirty (30) days prior to the date that such assignment is to take effect.

#### **SECTION 17 - DIVISION RELATIONSHIP WITH PMH**

- 17(1) This Agreement does not create any partnership between PMH and the Division or the relationship of employee and employer or of principal and agent between PMH and the Division or any employee or agent of PMH.
- 17(2) PMH shall not incur any expenses or debts on behalf of or make any commitment for the Division, without the prior written authorization of the Division.
- 17(3) PMH is responsible for any deduction or remittance that may be required by law.

#### **SECTION 18 - CONFLICT OF INTEREST**

- 18(1) PMH agrees to abide by its conflict of interest policy to be provided by the Division.

#### **SECTION 19 - ENTIRE AGREEMENT**

- 19(1) This document, and its Schedules and Appendices contain the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

#### **SECTION 20 - SURVIVAL OF TERMS**

- 20(1) Sections 5, 6, 7, 8, 10, 11 and 12 shall survive the termination or expiry of this Agreement.

#### **SECTION 21 - TIME OF ESSENCE**

- 21(1) Time shall be of the essence of this Agreement.

#### **SECTION 22 - APPLICABLE LAW**

- 22(1) This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

#### **SECTION 23 - NOTICES**

- 23(1) Any notice or other communication to the Division under this Agreement shall be in writing and shall be delivered personally to the Division or employee of the Division or sent by registered mail, postage prepaid or by way of facsimile transmission to:

Secretary-Treasurer  
Brandon School Division  
1031 – 6<sup>th</sup> Street  
Brandon, Manitoba R7A 4K5  
(204) 727-2217 (Fax)

- 23(2) Any notice or other communication to PMH under this Agreement shall be in writing and shall be delivered personally to PMH or an officer or employee of PMH or sent by registered mail, postage paid to:

VP Acute Care, Long Term Care & Chief Nursing Officer  
Prairie Mountain Health  
150 McTavish Ave East  
Brandon, Manitoba R7A 2B3

- 23(3) Any notice or other communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.
- 23(4) Either party may at any time, in writing, designate another address or individual for the purposes of receiving notices under this Agreement.

#### **SECTION 24 - DISPUTE RESOLUTION**

- 24(1) In the event of a dispute between the parties with respect only to matters that imminently impact client safety or have a region-wide impact on the Division's responsibility to coordinate and integrate Programs/Services, including planning, resource allocation, finance, quality/client safety, standards of care, program evaluation or other system-wide issues within the Division's jurisdiction, the Division shall, after due consideration of PMH's position, make the final decision.
- 24(2) Should any dispute arise as to the meaning, interpretation, application or alleged violation of this Agreement that does **not** have an imminent impact to client safety or have a system-wide impact on planning, resource allocation, finance, quality/client safety, standards, program evaluation or other issues within the Division's jurisdiction, the parties shall use their best efforts to resolve disputes or disagreements arising out of this Agreement within a reasonable period of time through discussion between the appropriate representatives of each party.
- 24(3) If the dispute or disagreement cannot be resolved within a period of sixty (60) days from the date on which the dispute or disagreement was brought to the attention of the other party, in writing, or within such time as the parties mutually agree, the parties shall refer the matter to a mutually agreed mediator (sole mediator and not a panel). If the parties cannot agree on a mediator, or if a mediator, once chosen, is unable to resolve the dispute or disagreement within a period of sixty (60) days from the date of the reference to the mediator, or such time as the parties mutually agree, then the dispute or disagreement shall be referred to arbitration under the provisions of *The Arbitration Act* (Manitoba). The place of arbitration shall be at the City of Brandon, in the Province of Manitoba.
- 24(4) Any costs incurred by either of the parties shall be borne by the respective parties incurring such costs, but the costs of the sole Arbitrator or the Chairperson of the Arbitration Panel shall be borne equally by the parties.

This Agreement has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representative on the dates noted below.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary-Treasurer

Date: \_\_\_\_\_



## **SCHEDULE "A"**

### **PROGRAMS/SERVICES OVERVIEW AND FUNDING**

This agreement is to provide occupational therapy Programs/Services to school age children by way of a community based partnership between Prairie Mountain Health and the Brandon School Division resulting in enhanced efficiency, access and quality service to school age children in response to defined needs.

#### **OBJECTIVES:**

- To decrease the need for long term educational supports through early intervention.
- To increase the number of school age children receiving required Occupational Therapy services enhancing school readiness.
- To decrease the waiting period for school age Occupational Therapy service provision.
- To increase service options available related to school age Occupational Therapy needs.
- To improve fine motor skills and coordination, visual perceptual skills, sensory processing issues, etc. within the target population.

#### **DELIVERY MODEL/PROGRAMS/SERVICES:**

- The service will be provided through Occupational Therapy Programs/Services on a purchased service basis from PMH.
- The Occupational Therapy Programs/Services will be school based and will provide for up to a maximum of 15 hours/week from Sept to June 30 of each year for a maximum of 40 weeks or 540 hours.
- The model will include:
  - ✓ Intake and therapeutic services
  - ✓ Direct service in the form of assessments, supply of materials, and demonstration therapy
  - ✓ A monitoring process in order to measure outcomes.
- The program will collaborate with teachers, educational assistants, school resource personnel, and parents.
- Referrals for direct therapy will be directed to the Therapy Services - Children's Therapy Program with Prairie Mountain Health or an alternative site/program identified by parents as preferred.

**FUNDING**

Subject to Section 3 of this Agreement, the Division approves funding for PMH Programs/Services defined in this Schedule A as follows:

- Actual cost of Occupational Therapy salaries in accordance with PMH MGEU Professional Technical Collective Agreement for a maximum of 0.3 EFT (540 hours per year).
- Actual benefit cost not exceeding 21% of salaries
- Transportation/Travel costs – based on PMH administrative procedures and MGEU Professional-Technical Collective Agreement- \$6.00/trip within the City of Brandon limits.

PMH is responsible for in-kind costs for office space, telephone, and clerical services.

The partners are required to meet legislated standards, such as fire regulations, workplace safety and health, labor standards, etc.

Reporting by PMH to the Division related to these Programs/Services will be provided in accordance with Schedule C.

PMH shall invoice the Division designate monthly, with the invoice amount representing equal monthly payments throughout the year. PMH shall not invoice the Division for any periods where the Programs/Services are not provided due to absences or vacancies in the funded positions. The invoice should provide sufficient detail to verify the invoice and explain any variations. As per Schedule C, PMH will provide the Division with an accounting record of expenditures no later than April 30 of each year for the purpose of any year end reconciliation required.

The Division will submit payment to PMH within two weeks of receipt of the monthly invoice, for the Programs/Services provided.

This Schedule “A” has been executed by the Chief Executive Officer, PMH and by the Division’s duly authorized representatives, and is effective as of the date of signing below.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



**SCHEDULE "B"  
APPLICABLE PMH POLICIES**

PMH employees shall adhere to the following PMH policies (*copies appended*):

- Respectful Workplace
- Abuse of Patients/Clients/Residents
- Confidentiality
- Conflict of Interest
- Critical Occurrence

This Schedule "B" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of date of signing.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



## **SCHEDULE "C"**

### **RECORDS AND REPORTING REQUIREMENTS FOR PMH**

1. **On the effective date of this agreement and with any changes throughout the duration of this agreement**, PMH shall provide the Division designate a copy of the following:
  - Organizational chart and Overview of PMH – refer to website: [www.pmh-mb.ca](http://www.pmh-mb.ca)
  - Certified Copy of Certificate of Insurance Coverage that is consistent with the requirements of Section 9 of Agreement.- **available on request by the Division**
  - **Proposed Budget for the next fiscal year (July 1 to June 30) – due December 31<sup>st</sup> each year**
  
2. On a quarterly basis, PMH shall provide the Division with the number of attendance days for each month. (The calendar days during which primary service activities are provided face to face or by video conference on an individual or a group basis for longer than five minutes. One attendance day should be recorded for each client seen. If the same client is seen twice in one day, only one attendance days should be recorded.) **Quarterly reports are due two weeks after the end of the quarter (in July, October, January, April).**
  
3. Annually, PMH shall provide the Division with an accounting record of expenditures paid out of the funding provided pursuant to this Agreement for the period July 1 to June 30 and shall be provided no later than 30 days following the end of the period (**by July 31**).
  
5. PMH shall submit to Division other financial, statistical, quality improvement and other such reports as the Division may request in the time and content specified as it relates to the Programs/Services specified in Schedule A.
  
6. **On or before December 31<sup>st</sup>** of each year, PMH must submit to the Division any requests for funding changes (if required) for the next fiscal year, along with a Proposed Budget for the next fiscal year (July 1 to June 30). Such requests will be considered for presentation to the Division's budget deliberations each year. Any changes to the Programs/Services provided or the funding provided will require a new Schedule A.
  
7. At the request of the Division, PMH must provide, without limitation:
  - (a) Information specified by the Division to determine whether Programs/Services are being provided in an efficient, safe, and appropriate manner.
  - (b) Information and reports specified by the Division to assist in assessing how PMH is meeting the needs of the school age children.
  
8. PMH shall notify the Division in advance of any absences (temporary or permanent) of the Service providers, including arrangements for coverage.

This Schedule "C" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of date of signing.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



**SERVICE PURCHASE AGREEMENT**

**BETWEEN**

**PRAIRIE MOUNTAIN HEALTH**  
**(Hereinafter called "PMH")**

**- and -**

**THE BRANDON SCHOOL DIVISION**  
**(Hereinafter called the "Division")**

WHEREAS Prairie Mountain Health is required to adhere to the Manitoba Health Policy: External Agencies Grant Accountability (GSP 1000.12);

AND WHEREAS the Division is an independent and autonomous entity with its own mission statement, by-laws and policies, governed by a board of directors;

AND WHEREAS PMH is committed to providing funding towards purchasing the "Programs/Services" as hereinafter defined in Schedule A;

AND WHEREAS the Division is willing to provide pre-school speech language Programs/Services for PMH, with Programs/Services that are responsive to the needs of children in the Brandon area;

AND WHEREAS both parties are committed to continue to provide a high quality of service to the community, which will provide the stability necessary to maintain the confidence of the consumers of the Programs/Services;

AND WHEREAS the parties are desirous of confirming their respective rights and obligations in writing and providing a method for effective implementation of this Agreement;

NOW THEREFORE PMH and the Division agree as follows:

**SECTION 1 - DEFINITIONS**

In this Agreement and in the Schedules hereto:

- 1(1) "Employee" means an individual paid by the Division on a permanent or term basis to perform duties as outlined in Schedule A.
- 1(2) "Insurer" means the entity providing the Division with composite liability insurance, as described in Section 9.

- 1(3) "Manitoba Health" means the Department of Health, Seniors and Active Living of the Government of Manitoba and includes the authorized officials and representatives of the Department;
- 1(4) "Personal Health Information" means information about an identifiable individual relating to the individual's health, or health care history, including genetic information about the individual, provision of health care to the individual, or payment for health care provided to the individual and includes the Personal Health Identification Number (PHIN) and any other identifying number, symbol or particular assigned to an individual, and any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.;
- 1(5) "Personal Information" means information about an identifiable individual, including: the individual's name; home address or personal phone/fax number or personal email address; ancestry, race, color, nationality, or nation or ethnic origin; religion or creed, or religious belief, association or activity; blood type, fingerprints or other hereditary characteristics; political belief, association or activity; education, employment or occupation, or educational, employment or occupational history; source of income or financial circumstances, activities or history; criminal history, including regulatory offences; involvement in legal matters.
- 1(6) "PMH Designate" means the PMH employee that is responsible for managing the contracted service pertaining to this agreement and the applicable Schedule A.
- 1(7) "Programs/Services" means the Programs/Services to be operated by the Division under this Agreement in accordance with Schedule A to this Agreement;
- 1(8) "Reporting Year" means the period starting on April 1 of one year and ending on March 31 on the next ensuing year;
- 1(9) "Term" means the term of this Agreement as specified in subsections 2(1);
- 1(10) "Third Party" means any person, corporation, organization or entity other than PMH or the Division.

## **SECTION 2 – TERM OF AGREEMENT**

- 2(1) This Agreement comes into effect on April 1, 2019 and shall continue subject to annual appropriations as set forth in section 3(1) until March 31, 2020 unless terminated earlier under section 14.
- 2(2) Provided that this Agreement is in full force and *effect* and neither party is under material default under this Agreement, should both parties be interested in renewing this agreement, the parties agree to enter into a discussion to re-negotiate this Agreement during the final ninety (90) days of the Term of this Agreement. Should this Agreement be renewed, a new Agreement will be signed by the parties.
- 2(3) The Schedules which are attached to this agreement form part of the agreement, and any of the terms in this agreement are subject to any amendments provided for in the Schedules. The parties

acknowledge and agree that the Schedules may be reviewed by the parties periodically and where necessary or appropriate, be amended by PMH, with the consent of the Division, to reflect changes in circumstances. Amended Schedules will be signed by both parties. If amended, the amended Schedule shall replace the previous Schedule, and shall be effective as of the date of execution of the new Schedule, unless otherwise stated thereon.

- 2(4) If there is any inconsistency or conflict between the main body of this Agreement and the Schedules, the main body of this Agreement shall govern.

### **SECTION 3 – PMH TO PROVIDE FUNDING TOWARDS THE PURCHASE OF PROGRAMS/SERVICES**

- 3(1) Subject to the terms and conditions of this Agreement and subject to the payments being duly appropriated by PMH and Manitoba Health for the Fiscal Year, or any part thereof, in which such payments become due and as Programs/Services are provided, PMH agrees to provide funding to the Division to purchase the Programs/Services as specified in Schedule A.

### **SECTION 4 – DIVISION TO PROVIDE PROGRAMS/PROGRAMS/SERVICES**

- 4(1) The Division agrees to establish and provide the Programs/Services in accordance with Schedule "A", on the terms and conditions set out in this Agreement.
- 4(2) The Schedules form an integral part of this Agreement.
- 4(3) The Programs/Services provided in Schedule "A" are to be operated in a manner consistent with policies and procedures as established by the Division from time to time. All Division policies and procedures related to the Programs/Services provided in Schedule "A" shall be disclosed to PMH upon request in writing. The Division shall ensure that its policies and procedures do not conflict with the provisions of this Agreement. The Division will identify to PMH any policies and procedures that may conflict with this Agreement. PMH reserves the right to terminate this Agreement should conflicts between the Division's policies and the provisions of this Agreement or with the Division's ability to meet PMH required policies as defined in Schedule B be unresolvable.
- 4(4) The Division agrees to meet all applicable standards established by PMH as may be varied from time to time by PMH during the Term of this Agreement, including, but not limited to, adherence to PMH policies listed in Schedule "B" to this Agreement. PMH shall inform the Division of all policies and procedures and standards that PMH identifies as applicable to the Division at any time.
- 4(5) Where the Division provides Programs/Services outside the scope of Schedule "A" to this Agreement, such Programs/Services shall not be covered under this Agreement i.e. PMH has no liability or responsibility to compensate the Division with respect to any work performed by the Division outside the scope of Schedule "A", without the prior written approval of PMH.
- 4(6) The Division shall meet the expected outcomes, standards, and measures as defined in Schedule "A" and provide the required data and information as referred to in Schedule "C" hereto. The Division acknowledges that PMH reserves the right to vary or alter such outcomes, standards and measures as and when considered necessary by PMH. PMH shall notify the Division of all expectations that PMH determines to be applicable to the Division.
- 4(7) The Division represents and warrants that it shall:

- (a) provide its employees, third party, agents, volunteers or representatives with appropriate ongoing supervision, training, equipment, and administrative support, and shall take all other steps necessary to ensure proper performance of the Programs/Services;
- (b) supply competent personnel to perform the Programs/Services and shall ensure that no Third Party is engaged to perform the Programs/Services, or any part thereof, unless they have been adequately instructed and trained to do so and maintain that competency and provide evidence of insurance as outlined in Section 9;
- (c) put in place all reasonable measures, including but not limited to, administrative, operational and cost containment measures to avoid incurring any deficit in connection with the Programs/Services;
- (d) operate in accordance with all applicable statutes, by-laws and regulations of any relevant government body as well as all federal, provincial and municipal laws, statutes and regulations, and shall administer and provide the Programs/Services in compliance with these standards and PMH policies as defined in Schedule B;
- (e) carry out all such responsibilities as are necessary to the efficient, safe, and effective operation of the Division, including but not limited to, ensuring efficient, safe, and effective service delivery and exercising sound fiscal management;
- (f) ensure that it has appropriate management and support structures in place to support quality Programs/Services, and enable the delivery in accordance with any established policies and procedures, and standards as well as to meet requirements from existing legislation. Such structure should include provisions for an employee development and review process in order to ensure competent staff, volunteers and that all third parties engaged by the Division are providing quality service.

4(8) If the Division decides to:

- (a) undertake any major capital project including lease of additional space or the acquisition or sale of major capital equipment or capital assets; or
- (b) borrow funds for capital expenses or acquire any assets by way of gift;

**that would materially impact the operations** funded by PMH, the Division shall discuss such impacts with PMH prior to any change in operations.

4(9) The Division shall not provide any Programs/Services in addition to those identified in Schedule A with funding provided by PMH without prior written approval from PMH.

4(10) The Division shall advise PMH, in writing, of any factors that may have a negative effect on the ability of the Division to meet any of its obligations under this Agreement.

4(11) The Division agrees to work collaboratively with PMH in delivering the Programs/Services, including communicating, cooperating and working with PMH with respect to matters which will have a system-wide impact on planning, policy, resource allocation, finance, quality/standards, program evaluation and other issues within PMH jurisdiction which have a system-wide impact. The Division agrees to collaborate with and to assist PMH in defining opportunities to achieve quality, cost-effective, coordinated, and integrated service delivery and resource management within the region and to collaborate in a "best practice" approach to service delivery and resource management.

## **SECTION 5 – DIVISION USE OF FUNDING**

- 5(1) Unless otherwise provided in writing by PMH, the Division shall use all funding provided under this Agreement exclusively to provide the Programs/Services, including but not limited to the payment of all employee salaries and benefits.
- 5(2) The Programs/Services as defined in Schedule "A" are to be provided by the Division and payments made under this Agreement by PMH are to be used by the Division in accordance with Schedule "A". Without limiting any provisions in Schedule "A", where PMH is funding or providing payment for more than one type of Service, the Division shall not move the payments or funds provided by PMH from one Service to another, without prior written approval from PMH.

## **SECTION 6 – PAYMENT**

- 6(1) Subject to Section 3(1), PMH agrees to make payment to the Division in accordance with the schedule of payments, the amounts, terms and conditions as outlined in Schedule "A" to this Agreement.
- 6(2) Payments for the Programs/Services whether in whole or in part shall not be deemed nor considered earned, in the hands of the Division until such time as:
  - (a) the Programs/Services are actually provided and properly reported to PMH; and
  - (b) the Division fully and properly accounts to PMH for the Division's use or application of all payments made by PMH and the Division confirms that such payments are not subject to any Third Party claims or interests, whether by security agreement, attachment or otherwise.
- 6(3) PMH shall not be held responsible for the costs of Programs/Services offered or projects undertaken by the Division outside the scope of Schedule "A", unless the prior written approval of PMH was obtained.
- 6(4) The Division is expected to manage within the funding provided by PMH. PMH shall not be responsible for any deficit incurred by the Division in providing the Programs/Services or otherwise.

## **SECTION 7 - INDEMNIFICATION BY PRAIRIE MOUNTAIN HEALTH (PMH)**

- 7(1) PMH shall not be liable for any injury to the Division, or to any officers, employees, third party volunteers, agents or clients of the Division, or for any damage to or loss of property of the Division, or of the officers, employees, third party employees or any other third party, volunteers, agents or clients of the Division, caused by or in any way related to the performance of this Agreement by the Division.
- 7(2) Subsection 7(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of PMH while acting within the scope of his or her employment.
- 7(3) PMH shall save harmless and fully indemnify the Division, its officers, employees, third party, volunteers and agents from and against all claims, liabilities and demands related to all matters within the scope of Subsection 7(2) and such indemnification shall survive the termination of this agreement.

- 7 (4) PMH and the Division will be bound by the terms of this section notwithstanding the termination or expiry of this Agreement.

#### **SECTION 8 - INDEMNIFICATION BY DIVISION**

- 8(1) The Division shall not be liable for any injury to, or for any damage to or loss of property of PMH or any of PMH's officers, employees, volunteers or agents caused by or in any way related to the performance of this Agreement by PMH.
- 8(2) Subsection 8(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of the Division while acting within the scope of his or her employment.
- 8(3) The Division shall save harmless and fully indemnify PMH of and from any claims, demands or proceedings with respect to all damages, costs, disbursements and taxes arising out of:
- (a) any wrongful or negligent acts or deliberate misconduct of the Division, its officers, employees, third party, volunteers and agents;
  - (b) Any failure on the part of the Division to comply with applicable laws, including employment and privacy laws;
  - (c) Any failure on the part of the Division to make any necessary deductions or remittances required by law;
- 8(4) Subject to sections 3 and 7, the Division will not seek compensation from PMH, or make any claims or take any proceedings against PMH, arising out of the performance of this Agreement.
- 8(5) PMH and the Division will be bound by the terms of this section notwithstanding the termination or expiry of this Agreement.

#### **SECTION 9 – INSURANCE BY THE DIVISION**

- 9(1) The Division agrees to purchase and maintain insurance throughout the term of this Agreement at their cost:

- (A) **Commercial General Liability (CGL)** Insurance with a limit of no less than two million dollars (\$2,000,000) insuring against bodily injury, personal injury, advertising liability, liability for damage or loss to property of others arising out of any of the operations of the Division, its officers, employees, third party employees, volunteers or agents under this Agreement.

Without limiting or restricting the generality of Subsection 9(1), such insurance shall:

- a) Name PMH, its officers, employees and agents as Additional Insured's with respect to operations performed by the Division under the Agreement.
- b) Include Non-Owned Automobile (NOA) two million dollars (\$2,000,000)
- c) Include Tenants Legal Liability (TLL) one million dollars ( \$ 1,000,000)
- d) Include volunteer workers as additional insured's when volunteers are included in Schedule A
- e) Include products and completed operations, cross liability and contractual liability

- f) Where professional Programs/Services are being provided by the Division (as outlined in Schedule A), include an extension for Professional Liability insurance of five million dollars (\$5,000,000) including but not limited to regulated, licensed professionals (with the exclusion of physicians). The Division will endeavor to ensure that Professional Liability coverage continuity is maintained for a minimum of two years after this agreement has been lapsed or cancelled.
  - g) Include no exclusionary wording for Programs/Services outlined in Schedule A unless coverage is specifically obtained by a separate policy.
- (B) **Directors and Officers Coverage or Management Liability** including Directors and Officers Coverage for a minimum Limit of Liability of two million dollars (\$ 2,000,000) per claim and four million dollars (\$4,000,000) annual aggregate.
- a) The Division will endeavour to provide 30 days' notice to PMH if this insurance is to be lapsed, cancelled, or materially changed.
  - b) The Division will endeavour to ensure that coverage continuity is maintained for a minimum of two years after this agreement has been lapsed or cancelled.
- C) **Crime Coverage**
- (a) Employee Dishonesty for a minimum limit of two hundred thousand dollars (\$200,000)
  - (b) Loss inside and outside for a minimum limit of twenty thousand dollars (\$ 20,000)
- D) **"All Risks"** property insurance on a replacement cost basis on all owned and leased property for which the Division is responsible and buy business interruption insurance as is prudent.
- 9(2) Without limiting or restricting the generality of Subsection 9(1), the Division is responsible to:
- (a) Promptly report to comply with the Insurers Claims reporting conditions and to simultaneously advise PMH of any potential claim or action arising out of the Programs/Services outlined in this agreement
  - (b) Ensure that coverage is primary and without right of contribution by any insurance carried by PMH.
  - (c) Prior to the commencement of this agreement and annually thereafter, submit certified copies of insurance certificates. Certificates will be specific to coverage, describe the operations fully or reference this Agreement, and outline minimum conditions as specified above including, Limits of Liability, Additional Insured Status and Cancellation Clause.
- 9(3) The Division shall take all reasonable steps to ensure that any Third Parties, other than Division officers, employees and volunteers, who are delivering or working within the Programs or Programs/Services as outlined in Schedule "A", and acting in a professional capacity have five million dollars (\$5,000,000) professional liability insurance coverage for errors and omissions and that coverage shall remain in force for a period of 24 months after the end of their service. The Division shall obtain and retain the evidence of insurance.
- 9(4) The Division shall ensure that any Third Parties, other than Division officers, employees and volunteers, who are delivering or working within the Programs or Programs/Services as outlined in Schedule "A", provide evidence of Commercial General Liability for a minimum amount of two

million dollars (\$2,000,000) per occurrence for the duration of their Programs/Services. The Division shall obtain and retain the evidence of insurance.

9(5) The Division agrees that all vehicles registered or used on Division business shall be insured for a minimum third party liability limit of one million dollars (\$1,000,000) and are registered according to their use as required by Manitoba Public Insurance.

9(6) The Division represents and warrants that all coverage required under *The Workers Compensation Act* (Manitoba) is in place, and shall continue to be in place while the Programs/Services are provided under this Agreement, with respect to all its employees and the Division shall provide evidence of such coverage to PMH upon request.

Note: By requiring the foregoing minimum coverage PMH is not representing that such types of insurance or amounts are adequate to cover all possible claims and losses that the Division may suffer and PMH expressly disclaims such representation. The Division acknowledges it is solely responsible for determining the adequacy of its Insurance coverage

#### **SECTION 10 – CONFIDENTIALITY OF INFORMATION PROTECTION OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION**

10(1) While this Agreement is in effect and at all times thereafter, notwithstanding the termination or expiry of this Agreement, the Division and its directors, employees, volunteers and agents shall comply with any rules or directions made or given by PMH with respect to the safeguarding or ensuring of the confidentiality of information, data, documents or materials acquired or by which access has been given in the course of or incidental to the performance of this Agreement.

10(2) The parties acknowledge that Personal Information and Personal Health Information provided to the other party pursuant to this Agreement will be collected, used, disclosed and protected by the other party and its officers and employees in accordance with the provisions of *The Freedom of Information and Protection of Privacy Act* (Manitoba) and *The Personal Health Information Act* (Manitoba).

10(3) The Division recognizes that, in the course of carrying out its obligations under this Agreement, the Division and its directors, employees, third party employees, agents, volunteers, or representatives, may receive, collect, acquire, be given access to and may otherwise come into possession of Personal Information or Personal Health Information under this Agreement. The Division acknowledges that Personal Information and Personal Health Information will be collected, used, disclosed and protected by the Division and its officers and employees in accordance with the provisions of *The Freedom of Information and Protection of Privacy Act* (Manitoba) and *The Personal Health Information Act* (Manitoba). The Division shall take all reasonable steps to protect Personal Information and Personal Health Information from risks such as inappropriate collection, use or disclosure. The Division is responsible to report immediately to PMH any suspected or actual breaches of privacy as it relates to the Programs/Services provided under this Agreement.

#### **SECTION 11 - DIVISION RECORDS AND REPORTING REQUIREMENTS**

11(1) The Division shall provide PMH with reports and financial statements in accordance with the Division Reporting Requirements that are attached as Schedule "C" to this Agreement. Other information reasonably required by PMH will be provided by the Division as requested.

## **SECTION 12 – EVALUATION - AUDIT AND REVIEW**

- 12(1) PMH may at any time directly, or by way of independent external consultants, conduct a review, evaluation or audit of the Programs/Services provided by the Division under this Agreement. PMH shall consult with the Division in the *selection* of an independent external consultant.
- 12(2) PMH may also at any time conduct a review of the management and financial or other practices of the Division. The Division shall provide PMH or its external consultants with full access to all financial and program records, accounts and other documents involving the provision of the Programs/Services. All expenses related to such evaluations or audits shall be borne by PMH.

## **SECTION 13 - AMENDMENTS**

- 13(1) No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

## **SECTION 14 - TERMINATION**

- 14(1) In addition to the other termination rights under this Agreement, PMH may terminate this Agreement for any reason or without cause upon providing the Division with ninety (90) days' written notice or prior written notice as per *The Employment Standards Code* (Manitoba), whichever notice period is greater.
- 14(2) In addition to PMH's rights under Subsection 14(1), and without restricting any other available remedies, PMH may immediately terminate this Agreement in writing without further notice if in PMH's reasonable opinion:
- (a) the Programs/Services are unsatisfactory, inadequate or are improperly or unsafely performed; or
  - (b) the Division has failed in any material respect to comply with any term or condition of this Agreement;

Provided that PMH has first notified the Division in writing of the default or failure and the Division has failed or neglected to remedy such default or failure to the satisfaction of PMH within thirty (30) days following the date of PMH's notice to the Division.

- 14(3) PMH may, at its sole discretion, immediately terminate this Agreement in writing if:
- (a) the Division is dissolved or becomes bankrupt or insolvent, or a receiver, trustee, or custodian is appointed to manage the affairs and assets of the Division;
  - (b) the Division makes any compromise, arrangement, or assignment with or for the benefits of the creditors of the Division;
  - (c) any creditor of the Division garnishes or attaches, or attempts to garnish or, attach, any of the funds paid or to be paid by PMH under this Agreement;
  - (d) the Division fails to secure or renew any license or permit required by law, or if such license or permit is revoked or suspended;
  - (e) the Division or any officer or director of the Division is found guilty of an indictable offence;
  - (f) the Division at any time engages in any activities or trade practices which, in the opinion of PMH, acting reasonably, are prejudicial to the interests of PMH; or
  - (g) the Division is in breach of any applicable statute, by-law or regulation.

- 14(4) The Division may terminate this Agreement if all of the following conditions are satisfied:
- (a) the Division provides and executes a Programs/Services transition plan, satisfactory to PMH, that shall be in place prior to termination, that ensures client Programs/Services are in no way compromised; and
  - (b) the Division provides PMH with a minimum of ninety (90) days' written notice.
- 14(5) On termination of this Agreement, the Division shall cease to perform any further Programs/Services on behalf of PMH under this Agreement. Subject to Section 7, PMH shall be under no obligation to the Division other than to pay, upon receipt of an invoice and supporting documentation satisfactory to PMH, such funds as the Division may be entitled to receive under this Agreement for the Programs/Services completed to the satisfaction of PMH up to the date of termination.

#### **SECTION 15 - WAIVER OF AGREEMENT**

- 15(1) A term or condition of this Agreement can be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.

#### **SECTION 16 - NO ASSIGNMENT OF AGREEMENT**

- 16(1) The Division shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the express prior written approval of PMH.
- 16(2) No assignment or transfer of this Agreement shall relieve the Division of any obligations under this Agreement, except to the extent that they are properly performed by the Division's permitted assigns.
- 16(3) This Agreement shall be binding upon the successors and any permitted assigns of the Division.
- 16(4) PMH shall be entitled to assign this Agreement, including all of PMH's rights and obligations contained in this Agreement, to another regional health authority, another health care facility, a successor entity or the Government of Manitoba, with all the terms and conditions of this Agreement remaining unchanged. For clarification, PMH's right to assign shall not require the consent of the Division provided that no assignment or transfer of this Agreement shall relieve PMH of any obligations under this Agreement, except to the extent that they are properly performed by PMH's assignee.
- 16(5) PMH will notify the Division, in writing, of PMH's intended assignment at least thirty (30) days prior to the date that such assignment is to take effect.

#### **SECTION 17 - DIVISION RELATIONSHIP WITH PMH**

- 17(1) The Division is an independent contractor and this Agreement does not create any partnership between PMH and the Division or the relationship of employee and employer or of principal and agent between PMH and the Division or any employee or agent of the Division.
- 17(2) The Division shall not incur any expenses or debts on behalf of or make any commitment for PMH, without the prior written authorization of PMH.
- 17(3) The Division is responsible for any deduction or remittance that may be required by law.

**SECTION 18 - CONFLICT OF INTEREST**

18(1) The Division agrees to abide by its conflict of interest policy to be provided by PMH. The Division acknowledges that its Conflict of Interest policy shall, at a minimum, meet the criteria set out in PMH's Conflict of Interest Policy attached as Schedule "B" to this Agreement.

**SECTION 19 - ENTIRE AGREEMENT**

19(1) This document, and its Schedules and Appendices contain the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

**SECTION 20 - SURVIVAL OF TERMS**

20(1) Sections 5, 6, 7, 8, 10, 11 and 12 shall survive the termination or expiry of this Agreement.

**SECTION 21 - TIME OF ESSENCE**

21(1) Time shall be of the essence of this Agreement.

**SECTION 22 - APPLICABLE LAW**

22(1) This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

**SECTION 23 - NOTICES**

23(1) Any notice or other communication to the Division under this Agreement shall be in writing and shall be delivered personally to the Division or employee of the Division or sent by registered mail, postage prepaid or by way of facsimile transmission to:

Secretary-Treasurer  
Brandon School Division  
1031 – 6<sup>th</sup> Street  
Brandon, Manitoba R7A 4K5  
(204) 727-2217 (Fax)

23(2) Any notice or other communication to PMH under this Agreement shall be in writing and shall be delivered personally to PMH or an officer or employee of PMH or sent by registered mail, postage paid to:

VP Acute Care, Long Term Care & EMS, Chief Nursing Officer  
Prairie Mountain Health  
150 McTavish Ave East  
Brandon, Manitoba R7A 2B3

23(3) Any notice or other communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.

23(4) Either party may at any time, in writing, designate another address or individual for the purposes of receiving notices under this Agreement.

**SECTION 24 - DISPUTE RESOLUTION**

- 24(1) In the event of a dispute between the parties with respect only to matters that imminently impact client safety or have a region-wide impact on the PMH's responsibility to coordinate and integrate Programs/Services, including planning, resource allocation, finance, quality/client safety, standards of care, program evaluation or other system-wide issues within PMH's jurisdiction, PMH shall, after due consideration of the Division's position, make the final decision.
- 24(2) Should any dispute arise as to the meaning, interpretation, application or alleged violation of this Agreement that does **not** have an imminent impact to client safety or have a system-wide impact on planning, resource allocation, finance, quality/client safety, standards, program evaluation or other issues within PMH's jurisdiction, the parties shall use their best efforts to resolve disputes or disagreements arising out of this Agreement within a reasonable period of time through discussion between the appropriate representatives of each party.
- 24(3) If the dispute or disagreement cannot be resolved within a period of sixty (60) days from the date on which the dispute or disagreement was brought to the attention of the other party, in writing, or within such time as the parties mutually agree, the parties shall refer the matter to a mutually agreed mediator (sole mediator and not a panel). If the parties cannot agree on a mediator, or if a mediator, once chosen, is unable to resolve the dispute or disagreement within a period of sixty (60) days from the date of the reference to the mediator, or such time as the parties mutually agree, then the dispute or disagreement shall be referred to arbitration under the provisions of *The Arbitration Act* (Manitoba). The place of arbitration shall be at the City of Brandon, in the Province of Manitoba.
- 24(4) Any costs incurred by either of the parties shall be borne by the respective parties incurring such costs, but the costs of the sole Arbitrator or the Chairperson of the Arbitration Panel shall be borne equally by the parties.

This Agreement has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representative on the dates noted below.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



**SCHEDULE "A"  
DIVISION  
PROGRAMS/SERVICES OVERVIEW AND FUNDING**

The Preschool Speech Program is to provide speech and language programs/services to preschool children and their families by way of a community based partnership between Prairie Mountain Health and the Brandon School Division resulting in enhanced efficiency, access and quality service to preschool children and to facilitate continuity and transition to the public school system.

**OBJECTIVES:**

- To decrease the need for long term educational supports through early intervention.
- To increase the number of preschool children receiving required speech/language Programs/Services enhancing school readiness.
- To decrease the waiting period for preschool speech/language service provision.
- To increase service options available related to preschool speech/language needs.
- To improve communication skills within the target population.
- To enhance community awareness of communication disorders and programs/services available through this community based partnership.

**DELIVERY MODEL/PROGRAMS/SERVICES:**

- “ The service will be provided through Speech/Language Pathologists on a purchased service basis from the Brandon School Division.
- The Speech/Language Pathologists and their Programs/Services will be community/school based, creating a consistent service delivery in the home and community via families and preschool service providers (day cares, nursery schools, etc.).
- Speech/Language Pathologists will assess the needs and model activities that parents and preschool service providers can utilize to remediate the communication disorder.

- The model will include:
  - ✓ Intake and therapeutic programs/services
  - ✓ Direct service in the form of assessments, supply of materials, and demonstration therapy
  - ✓ A monitoring process in order to measure outcomes.
- The program will collaborate with parents, Public Health, Education, day cares, nursery schools, Children's Disabilities Services, Occupational Therapy, Physiotherapy, Society for Manitobans with Disabilities, Child and Family Services, Preschool Aural Rehabilitation Program, Regional Therapy Services in PMH, and community based parent information services.
- Referrals for direct therapy will be directed to the Therapy Services - Children's Therapy Program with Prairie Mountain Health or an alternative site/program identified by parents as preferred.
- The Division is responsible to recruit and schedule staff to ensure a minimum number of service days/year of 190 days per full time EFT.

## **FUNDING**

Subject to Section 3 of this Agreement, PMH approves funding for the Division for Programs/Services defined in this Schedule A as follows:

- Actual cost of speech/language pathologist salaries in accordance with Brandon School Division Brandon Teacher's Association (BTA) Collective Agreement for a maximum of 1.5 EFT. If less than 190 days of service is provided per full time EFT, the cost must be prorated accordingly.
- Actual benefit cost not exceeding 5% of salaries
- Program supplies and other costs (e.g. professional development) to a maximum of \$5,000/year.
- Transportation/Travel (Car Allowance) costs – based on BSD administrative procedures - \$120/month per full time EFT – a lump sum allowance that is paid out monthly x 12 months and is prorated based on EFT.

The Division is responsible for in-kind costs for office space, telephone, interpreter services, and clerical services.

The Division is required by PMH to meet legislated standards, such as fire regulations, workplace safety and health, labor standards, etc.

Reporting by the Division to PMH related to these Programs/Services/programs will be provided in accordance with Schedule C.

The Division shall invoice the PMH designate monthly, with the invoice amount representing equal monthly payments throughout the year. The Division shall not invoice PMH for any periods where the Programs/Services are not provided due to absences or vacancies in the funded positions. The invoice should provide sufficient detail to verify the invoice and explain any variations. As per Schedule C, the Division will provide PMH with an accounting record of expenditures no later than April 30 of each year for the purpose of any year end reconciliation required.

PMH will submit payment to The Division within two weeks of receipt of the monthly invoice, for the Programs/Services provided.

This Schedule "A" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of the date of signing below.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



**PRAIRIE MOUNTAIN HEALTH**

**SCHEDULE "B"  
APPLICABLE PMH POLICIES FOR DIVISION**

The Division shall adhere to the following PMH policies (*copies appended*):

- Critical Occurrence Reporting
- Respectful Workplace
- Abuse of Patients/Clients/Residents
- Confidentiality
- Conflict of Interest
- Pre-Employment Security Checks Policy R.HR.RR.660 (required for funded staff positions only)

This Schedule "B" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of date of signing.

**PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Finance

Date: \_\_\_\_\_

**DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_



## PRAIRIE MOUNTAIN HEALTH

### SCHEDULE "C" RECORDS AND REPORTING REQUIREMENTS DIVISION

1. **On the effective date of this agreement and with any changes throughout the duration of this agreement**, the Division shall provide the PMH designate a copy of the following:
  - Organizational chart and Overview of the Division – refer to website: <https://www.bsd.ca>
  - Certified Copy of Certificate of Insurance Coverage that is consistent with the requirements of Section 9 of Agreement.- **submitted annually with insurance renewal**
  - **Proposed Budget for the next fiscal year (April 1 to March 31) – due January 31<sup>st</sup> each year**
2. On a quarterly basis, the Division shall provide the PMH designate with the number of attendance days for each month. (The calendar days during which primary service activities are provided face to face or by video conference on an individual or a group basis for longer than five minutes. One attendance day should be recorded for each client seen. If the same client is seen twice in one day, only one attendance day should be recorded.) **Quarterly reports are due two weeks after the end of the quarter (in July, October, January, April).**
3. The Division shall complete and forward to PMH the Grant and Other Funded Division - Annual Survey (PMH 754) **by March 31 of each year.**
4. Annually, the Division shall provide PMH with an accounting record of expenditures paid out of the funding provided pursuant to this Agreement for the period April 1 to March 31 and shall be provided no later than 30 days following the end of the period (**by April 30**).
5. The Division shall submit to PMH designate other financial, statistical, quality improvement and other such reports as PMH may request in the time and content specified.
6. **On or before January 31<sup>st</sup>** of each year, the Division must submit to the PMH designate any requests for funding changes (if required) for the next fiscal year, along with a Proposed Budget for the next fiscal year (April 1 to March 31). Such requests will be considered for presentation to PMH budget deliberations in March of each year. Any changes to the Programs/Services provided or the funding provided will require a new Schedule A.
7. At the request of PMH, the Division must provide, without limitation:
  - (a) Information specified by PMH to determine whether Programs/Services are being provided in an efficient, safe, and appropriate manner.
  - (b) Information and reports specified by PMH to assist in assessing how the Division is meeting the needs of the community and region.

8. The Division shall report all critical occurrences **immediately** to the PMH Designate, in accordance with the PMH Critical Occurrence Reporting policy.
9. The Division shall notify the PMH designate in advance of any absences (temporary or permanent) of the Service providers, including arrangements for coverage.

This Schedule "C" has been executed by the Chief Executive Officer, PMH and by the Division's duly authorized representatives, and is effective as of date of signing.

### **PRAIRIE MOUNTAIN HEALTH**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Finance

Date: \_\_\_\_\_

### **DIVISION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary Treasurer

Date: \_\_\_\_\_





# BRANDON SCHOOL DIVISION

## Finance and Facilities Committee Minutes

Tuesday, April 2, 2019 – 1:00 p.m.  
Boardroom, Administration Office

Present: K. Sumner (Chair), P. Bartlette S. Montague  
D. Labossiere, E. Jamora, C. Cramer  
Guests: L. Ross (1:00 p.m. to 2:30 p.m.)

---

### 1. CALL TO ORDER

The Finance and Facilities Committee Meeting was called to order at 1:00 p.m. by Committee Chair, Trustee Kevan Sumner.

### 2. APPROVAL OF AGENDA

The agenda was approved with two additions: In-Camera Item and the MUST Fund.

### 3. PREVIOUS COMMITTEE MINUTES FOR INFORMATION PURPOSES ONLY

The Minutes of the February 19, 2019 meeting were received as information.

### 4. COMMITTEE GOVERNANCE GOAL ITEMS

#### A. 2019-2020 TAX INSERTS

Mr. Denis Labossiere, Secretary-Treasurer, provided background on the Tax Inserts that are created and delivered in partnership with the City of Brandon. The Tax Insert recaps the Brandon School Division's Operating Budget. A discussion around the effectiveness and the associated cost occurred. The Committee requested to have it added to the BSD/City of Brandon joint meeting. The Committee decided to continue with the Tax Insert for 2019 and review the process for future years.

Trustees asked questions for clarification.

#### B. FIVE-YEAR CAPITAL PLAN – 2020-2021 TO 2024-2025

Ms. Caroline Cramer, Director Facilities & Transportation, reviewed the Five-Year Capital Plan for 2020-2021 to 2024-2025. The categories for submission are Renovation, Accessibility, Roofing, Heating Systems and Structural. Discussions were held regarding the summary of requests and the Trustees asked questions for clarification. The committee made one modification under the accessibility priority list.

The top five capital requests for the Division are:

1. New Era School – Refit Cafeteria
2. Valleyview School – K-8 Standard/Gymnasium
3. George Fitton School – Classroom Refit to Science Lab
4. Riverview School – K-8 Standard/Gymnasium

5. Green Acres School – Refit old Gymnasium

The Committee agreed to bring forth the recommendation to approve the Five-Year Capital Plan 2020-2021 to 2024-2025 by motion to the Regular Board Meeting on Monday, April 8, 2019.

**Recommendation:**

That the Five-Year Capital Plan 2020-2021 to 2024-2025 be approved for submission to the Public Schools Finance Board.

**C. SCHOOL CATCHMENTS**

Ms. Caroline Cramer, Director of Facilities & Transportation, provided preliminary information regarding the new catchments that would be established for the new Maryland Park School. The Committee discussed the existing school capacity of Maryland Park School and the schools that will be impacted by the new catchment. This item will return to Finance & Facilities on April 16, 2019 for further discussions.

Trustees asked questions for clarification.

**D. SCHOOL BUS PURCHASE**

Mr. Denis Labossiere, Secretary-Treasurer, referred to the bus order form to explain the costs involved. The order form reflects pricing obtained through a central tender process. On average the base model of buses increased by 10% compared to 2018 regardless of vendor and type of bus. The Division recommends purchasing four (4) propane school buses through the Bus Reserve.

Trustees asked questions for clarification. The Committee agreed to the recommendation as presented

**Recommendation:**

That the purchase of four (4) Blue Bird propane school buses for the 2019-2020 school year in the amount of \$608,206.68 (including taxes) be funded by the School Bus Reserve.

(Trustee Bartlette left the meeting, at 3:20 pm)

**5. OTHER COMMITTEE GOVERNANCE MATTERS**

**A. Cisco Network Switches - Request for Proposal (RFP)**

The Committee reviewed the tender to replace aging network equipment that is at end of life, and agreed to the recommendation as presented.

**Recommendation:**

That the Tender from BellMTS in the amount of \$179,319.00 (including taxes) to supply seventy-five (75) Cisco Switches funded through the 2018-2019 operating budget be accepted.

**B. Network Access Control – Request for Proposal (RFP)**

The Committee reviewed the tender regarding new Network Access Control to address the increase in the number of devices connecting to the network, and agreed to the recommendation as presented.

**Recommendation:**

That the Tender from Broadview Networks Inc. in the amount of \$65,175.88 (including taxes) to supply Network Access Control funded through the 2018-2019 Operating Budget be accepted.

**C. Tuition Fees – 2019-2020 School Year**

Mr. Denis Labossiere, Secretary-Treasurer, spoke to this item and reviewed the Metro School Divisions Residual Fee Rates for 2019-2020 and Brandon School Division’s average cost per pupil for 2019-2020.

The Committee agreed to the recommendation as presented.

**Recommendation:**

That the following tuition fees be approved for the 2019-2020 year:

Transfer Fee	\$ 1,300
Residual Fee	\$ 5,795
Non-Resident (First Nations)	\$12,200
International Student Fees	\$12,200

Due to time constraints, the Committee deferred the remaining items on the agenda to the April 16, 2019 Finance and Facilities Committee meeting.

**6. NEXT REGULAR MEETING: Tuesday, April 16, 2019, 1:00 p.m., Boardroom.**

The meeting adjourned at 3:40 p.m.

Respectfully submitted,

\_\_\_\_\_  
K. Sumner (Chair)

\_\_\_\_\_  
P. Bartlette

\_\_\_\_\_  
S. Montague

\_\_\_\_\_  
J. Murray (Alternate)

**Governance Series**  
**NURTURING**  
**GOVERNANCE CAPACITY**



## Free On-line Webinar

Governance... It's the authority framework or structure that outlines how a group of people will govern or work together. School boards need a sound governance model, to which it adheres. Along with this, it needs supporting pieces that will nurture your board's capacity or make the most of the board – superintendent relationship. With this in place the most important work, the success of the students, is made that much easier. Tune in to this three-part series

- Nurturing Board Capacity
- Governance – Pitfalls & Politics
- Repairing the Board / Superintendent Relationship

**Nurturing Board Capacity** - This half hour webinar will cover the key elements of governing, building school board capacity, evaluations and maintaining focus on what's necessary to develop successful students.

To register, contact [Janis Arnold](mailto:jarnold@mbschoolboards.ca), Board Development Consultant on either email ([jarnold@mbschoolboards.ca](mailto:jarnold@mbschoolboards.ca)) or by phone at the association office. You will be emailed a unique link to each webinar. The registration deadline is 10:00 am March 27.



*Presented by:*  
*Janis Arnold, Board Development Consultant*  
*Manitoba School Boards Association*

## Date & Time

Wednesday, Mar. 27, 2019

12:00 noon

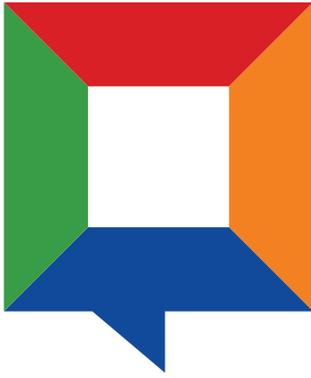
## How does a webinar work?

*This live presentation is given over the Internet. Once registered, you'll receive a unique confirmation email with instructions and on the day of the event, click on the email link to listen in. At the end of each webinar there is an interactive Q&A session.*

*And if you miss a webinar, you can always check out the recorded version on our web site under Trustee Education.*



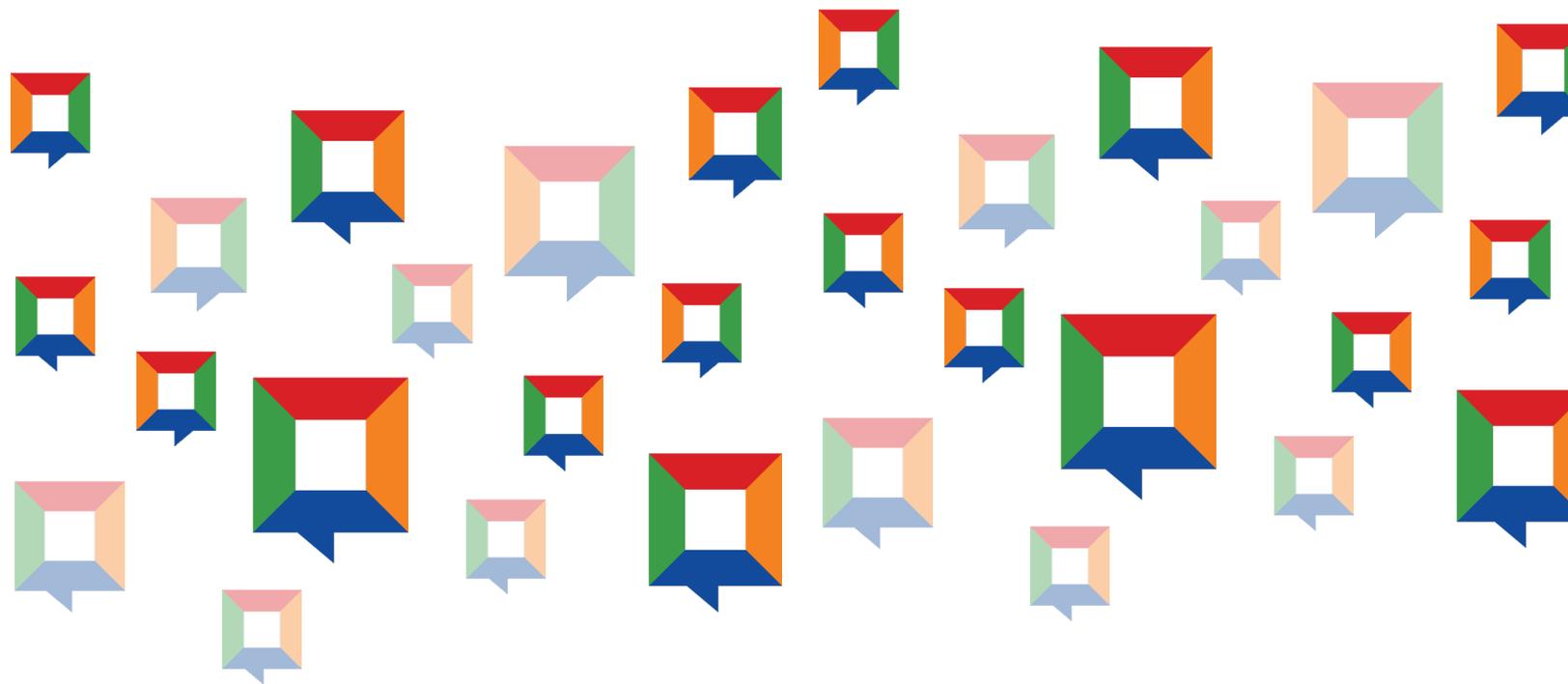
Appendix 'B'



*Leadership, Service and Advocacy:*  
*Local Voices, Local Choices*

*Convention 2019, March 14 - 15, Delta Winnipeg, 350 St. Mary Avenue*

**Report of the 2019 Nominating Committee  
Candidate Profiles and Rules of Procedure**



MANITOBA

**School Boards**  
ASSOCIATION

[www.mbschoolboards.ca](http://www.mbschoolboards.ca)

## Candidates

1 to be elected for all positions

### President

- Alan Campbell, Interlake SD

### Vice-President (fewer than 6000 students)

- Patty Wiebe, Border Land SD
- Floyd Martens, Mountain View SD

### Directors

#### Region 2

- Leah Klassen, Garden Valley SD

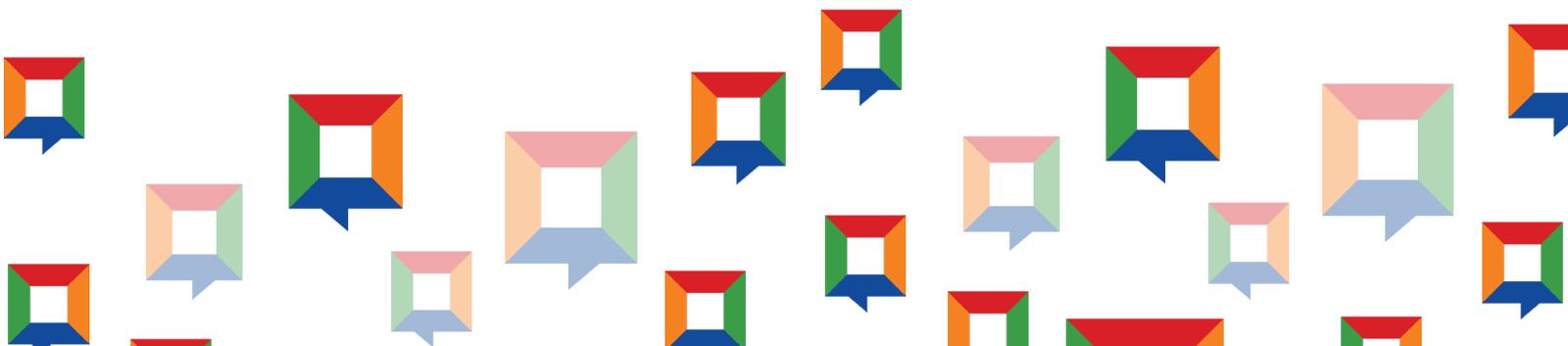
#### Region 4

- Vaughn Wadelius, Kelsey SD
- Murray Skeavington, Flin Flon SD

#### Region 5

- Julie Fisher, Pembina Trails SD
- Sandy Lethbridge, St. James-Assiniboia SD
- Derek Dabee, Seven Oaks SD

The information that follows was provided by candidates for Provincial Executive office. The final call for nominations will be on the morning of March 14, 2019, at the Convention call to order.



# President

## *Alan Campbell—Interlake*



Our Manitoba School Boards Association is at a pivotal moment in its long and respected history.

With the very existence of our member boards, and by extension our association, “on the table” as part of the provincial review of education, it is my goal to ensure that when we look back on 2019, there are no missed opportunities that come to mind. Since assuming the role of President in November 2018, my approach has been to seize on every chance we have to raise the profile of our member boards as the voice of Manitobans, with our partners in education, agriculture and business, our municipal counterparts, and government.

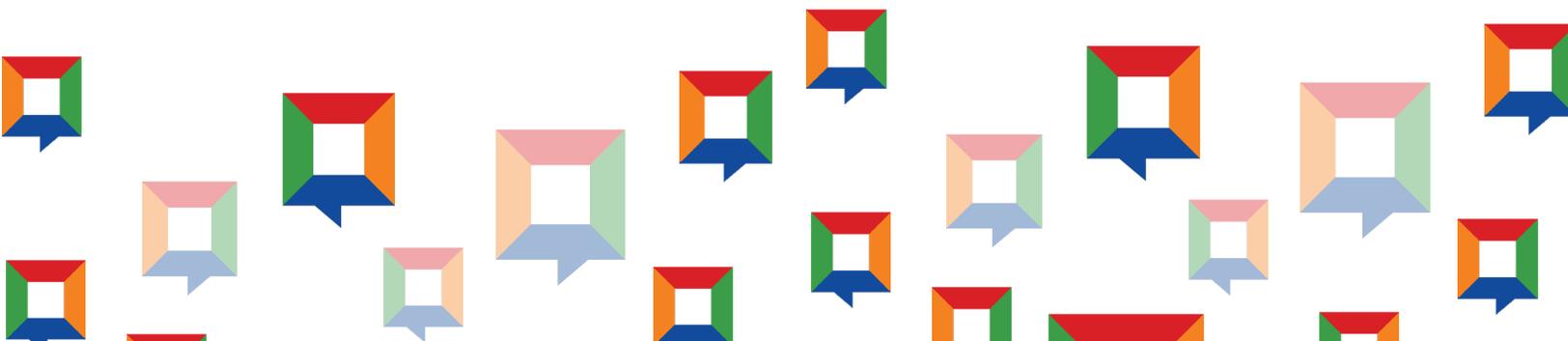
As I stated repeatedly in the presidential campaign, I believe it is up to local school boards to beat the drum of Local Voices & Local Choices in their own communities; and I believe it is up to our association to do everything we can in support of this important work. I am very proud to report that in recent weeks and months, we have seen dozens of examples throughout the province of our member boards engaging with their communities in order to boost awareness of the importance of local representation in public education.

So now, what’s next? As I write this message we are still awaiting details on opportunities for formal engagement between school boards and the education review commission. If I am re-elected, as soon as those details are known, MSBA executive and staff will be ready to offer continued guidance and support to ensure that every member board is able to contribute as effectively and efficiently as possible.

To say that “there is so much more to do” does not do justice to the tremendous challenges ahead. However, I am confident that the good work that we have done in recent weeks and months will form a strong foundation for our next steps together.

Please don’t hesitate to contact me in the lead-up to convention if you have any questions or concerns.

Thank you for your support!



# Vice-President (<6000 students)

## *Patty Wiebe—Border Land*



### **Beliefs**

- MSBA is an important voice for public education
- All students should have access to exceptional and enabling learning experiences delivered with integrity in a safe and nurturing environment
- The perspective of all member boards should be reflected at the MSBA Executive
- Boards and MSBA must work together to address and resolve the challenges facing public education
- Enthusiastic supporter of “Local Voices for Local Choices”
- Having local decisions made by local elected trustees makes life better for students and communities

### **Priorities**

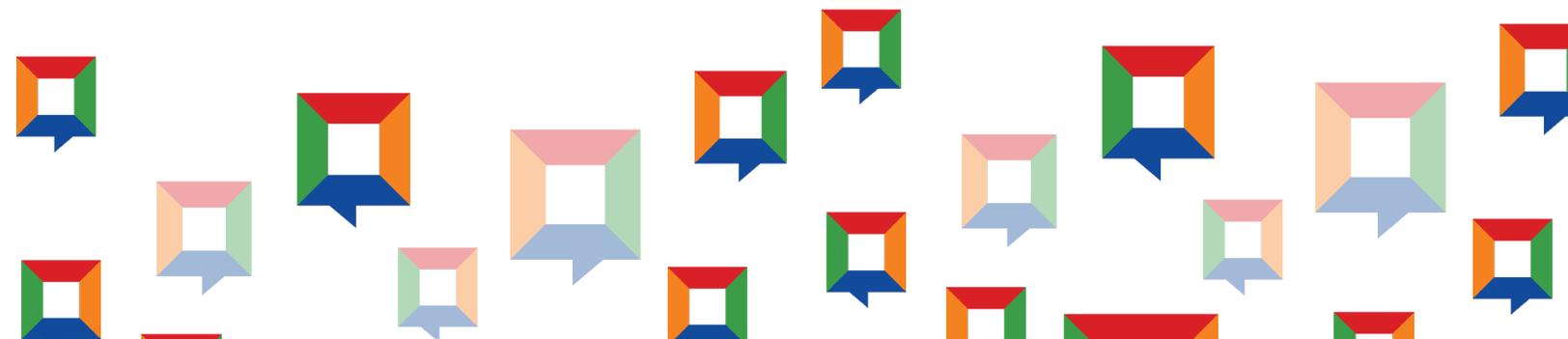
- Strong communication between MSBA and member boards
- Demonstrated advocacy for local autonomy and elected school boards
- Responsible use of membership dollars
- Member board voice heard and represented in our discussions and decision making
- To provide an informed voice with Manitoba Education and other education stakeholders, MSBA must continue to be a strong, unified provincial organization

### **Trustee**

- Elected to Border Land School Division in 2006 and have served as vice chair for 10 years
- Board committee experience: Negotiations Chair, Policy, Community Connections, RRTVA
- MSBA committee experience: MB Public School Employees Dental & Extended Health Benefits Plan, Pension Plan, Convention Committee, and Certificate Review Committee
- Served as Region 2 director, 2015-2019

### **Personal**

- Born and raised in Altona, MB
- Married for 36 years and have 4 children
- Farm with my husband and son
- knows that together, we can give the children of Manitoba the education they so deserve



# Vice-President (<6000 students)

## *Floyd Martens—Mountain View*



I want to thank my Board for the nomination to be one of the Vice-Presidents of the Manitoba School Boards Association.

For those I have not met, let me give you some of my background. I reside in Roblin and have served as a Trustee for Mountain View School Division since 1992, the year my oldest daughter was born. My three daughters all graduated in Roblin and I became a grandfather this year.

I served my Board in many capacities, including a number of years as Board Chair. I have been Vice-Chair, participated in numerous committees, led community forums, and provided leadership during challenging times – including seasons of fiscal cutbacks, and amalgamation. I was the Chair of Intermountain School Division, which voluntarily joined Mountain View at amalgamation, and served as Mountain View's first Chair.

I represented Region 1 at the Provincial level, as a Regional Director. I represented boards with fewer than 6,000 students as Vice-President. I was President and then Past President for our association. I served on Provincial committees - Non-Teaching Pension Plan, Policy and Resolution, to name a few.

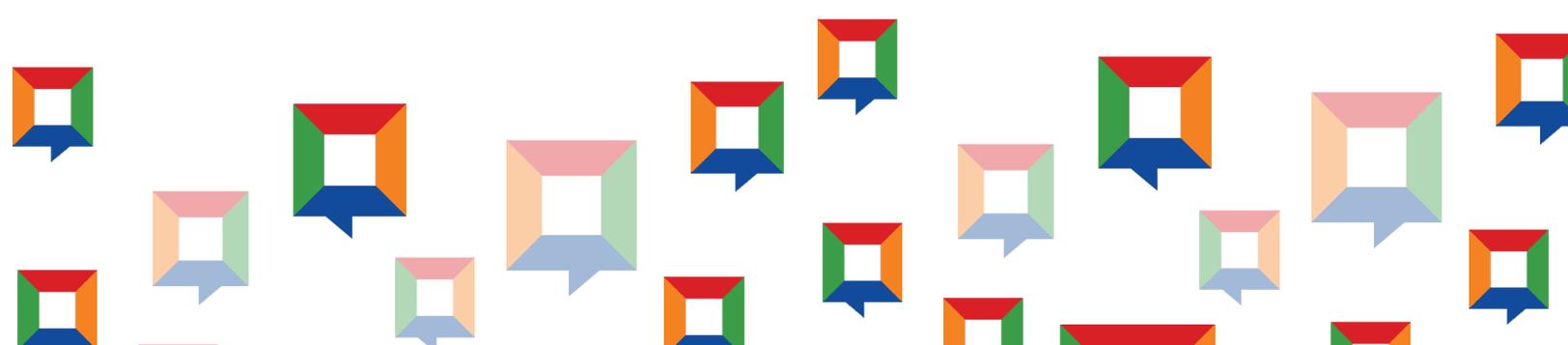
As well, I represented Manitoba at the Canadian School Boards Association (CSBA) where I had the honour to be Vice-President and then President of CSBA. In these roles, I acquired greater understanding of the scope of education across Canada. I helped provide leadership to assist provincial associations and school boards as they fulfilled their responsibilities.

So why have I put my name forward to serve in this role?

Of the several reasons for doing so, let me give you a couple here.

- After investing so much energy and time in helping to provide leadership for School Boards in Manitoba and across Canada, my desire and energy has not waned. I continue to be committed to serving the 38 School Boards in this Province.
- I believe I have something to offer. In gaining understanding and perspective of the challenges of educational governance, I believe my experience has helped me gain skills to not only understand the times we are in but help our association move forward at this critical moment. My focus has always been on improving what we do for our students and communities.

We have the opportunity to choose who will speak on our behalf and I am seeking your support to be one of those voices.



# Region 2 Director

## *Leah Klassen—Garden Valley*



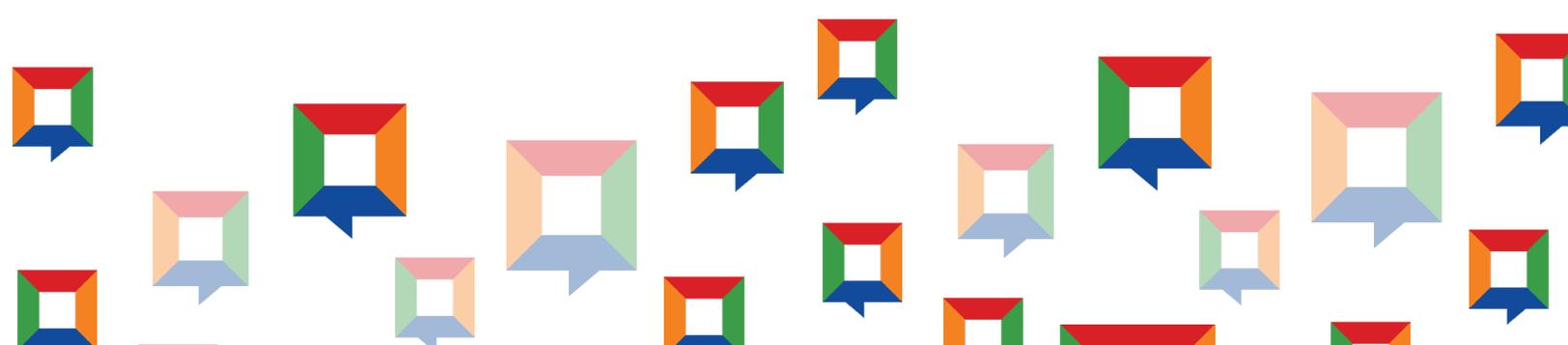
When she and her family moved to Winkler in 2000, Leah found the best way to get to know people was to get involved with the community. While working part-time at Golden West Radio, she volunteered on the Winkler Harvest Festival committee, organizing the parade for a number of years. That trend continued as her children grew and got involved in activities, volunteering for baseball, soccer, and nursery school committees.

When her kids were old enough to start school, the parent advisory council seemed like a great fit. Having not grown up in the area, this was an excellent piece to help figure out the education puzzle. At that time she also took on a new position at Pembina Valley Physiotherapy.

In 2010, the election was called for school trustee. After a few nudges from some key people in her life, she put her name in. Now, 8.5 years later, she is doing the same for Region 2 representative.

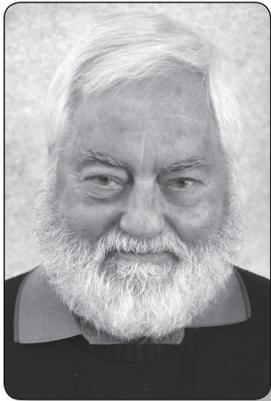
During the last two terms on the school board Leah has served as education chair, finance chair and chair of the newly revised operations committee. She has also chaired the negotiations committee as well as negotiations with CLAC, and has been active on the community connections committee.

Leah has a passion for “Local Voice, Local Choice” and believes that education should be influenced at a grass roots level by our parents through access to their local school board.



## Region 4 Director

### *Vaughn Wadelius—Kelsey*



Born in Sherridon and a resident of The Pas since 1946, Vaughn completed elementary and high school in The Pas. A graduate of the University of Manitoba (B.A., B.Ed., M.Ed., BPCE), during his teaching career (1962-1999) Vaughn was a Kelsey S. D. principal in four of its five schools at all levels (Kindergarten-Adults).

Over the years, Vaughn conducted training sessions with educators in Manitoba, Ontario, British Columbia, New Brunswick, the Caribbean, Thailand, India and Malawi, and with Manitoba school trustees. In retirement, he worked four years as a faculty advisor for education students from three Manitoba universities, and taught principal leadership courses in various Manitoba school divisions.

Vaughn has had a leadership role with many local, provincial and national organizations, including several Manitoba Education committees. He is a past president of the Manitoba Teachers' Society, the Retired Teachers' Association of Manitoba, and the Canadian Association of Retired Teachers. Vaughn has written extensively about education, and in 2018 completed a history of The Pas Public Schools (1909-1979).

First elected to the Kelsey S.D. Board of Trustees in 2006, Vaughn was Vice-Chair from 2007 to 2009, and has been the Board Chair since 2009. In 2018-19 he chairs the Board's Policy Committee, and is a member of the Finance, and Personnel and Negotiations committees. He has twice represented trustees as MSBA Region 4 Director (2010-13, 2016-17). In addition, he has been a member of the MUST Fund (2014-16), the Resolutions & Policy Committee (2014-19), and the 2019 Convention Planning Committee. Earlier he represented MSBA on the provincial Interorganizational Curriculum Advisory Committee (2007-11) and the Board of Teacher Education and Certification (2014-16).

"Being a school trustee has been an exciting complement to my love of education. Locally elected school trustees, representing their communities, are an important democratic component of public education. We are facing some significant challenges and changes in Manitoba and I look forward to the opportunity to reflect our northern Manitoba perspective."

## Region 4 Director

### *Murray Skeavington—Flin Flon*



Hello my name is Murray Skeavington. I have been a trustee for 17 years with the Flin Flon School Division, and I am letting my name stand for Region 4 Director.

My reason for running is the attack this government is bringing towards school boards within this province. As the review moves forward, we as a region need to be working together to fight for what is best for the education of our students in the province, especially in the north. Communication during this time needs to be stronger than ever.

As we move ahead, the main focus should be on what is best for the students in our area. I want to thank my board for their support in my bid to become Director, and ask for your support. Looking forward to seeing you at convention.

# Region 5 Director

## *Julie Fisher—Pembina Trails*

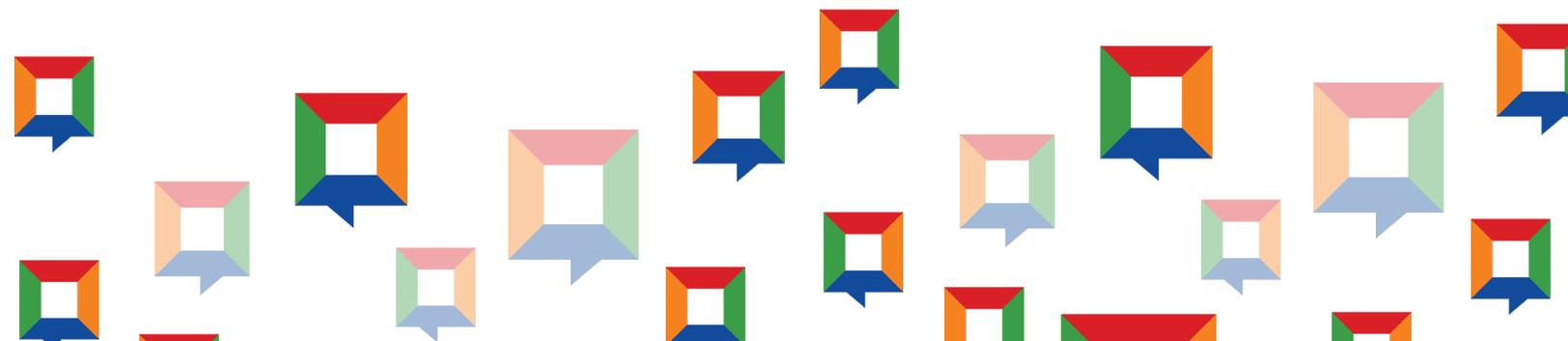


I was first elected to the Pembina Trails School Board in 2010. I have been a strong voice at the board table and I am committed to supporting and advocating for the families and students of Pembina Trails. I served as Vice-Chair from 2014-2016 and Chair from 2016-2018. I am the current Vice-Chair for the Manitoba Institute of Trades and Technology.

I have been involved with MSBA committees for a number of years and currently serve on the Manitoba Public School Employees Benefits Trust as Chair and the Aboriginal and Indigenous Education Action Planning Committee.

I have a BSc in Agriculture from the University of Manitoba and I am a certified Reflexologist. I am an active volunteer in my community serving on the community centre board, the preschool board, and as treasurer for the local Girl Guide troop.

I would be an effective member of the MSBA executive in the role as Region 5 director. Through my years of experience I have developed strong communication skills and worked through many complex and delicate issues to see them through to resolution. Working alongside our current Region 5 director I will foster communication between our metro boards and encourage idea sharing by making myself available to all metro school trustees. I will visit with boards, establish consistent communication streams and report back to boards on MSBA activity. I am an active listener and feel that the more we collaborate and celebrate our strengths the more we can empower our boards to present to our public and our government that we are a valued and necessary component of public education.



# Region 5 Director

## *Sandy Lethbridge—St. James-Assiniboia*



As a School Trustee in the St. James-Assiniboia School Division, first elected in 2010, re-elected 2014 and 2018, I recognize the important role of School Trustees.

Bringing energy, enthusiasm and commitment to Region 5 defines me as a Director.

Chairing the Personnel Committee and being an active member of our Divisional Ad Hoc Committees including Education and Marketing are roles that have challenged me and made me a better representative. My participation as a past member of the St. James Scholarship Foundation, and the Scholarship and Division Early Childhood Development Committees, strengthened my belief in these programs.

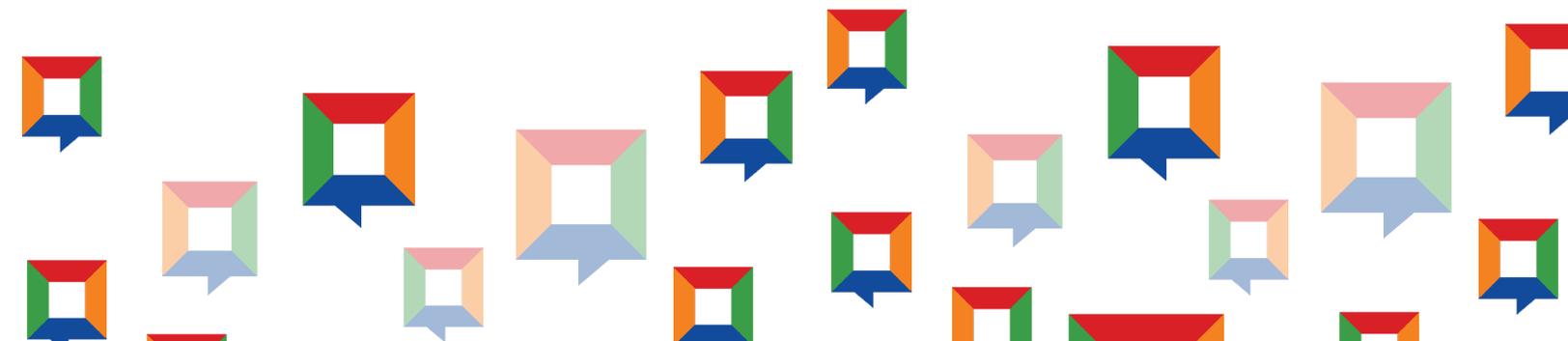
I was a representative of the Manitoba School Boards Association Arts in Education Steering Committee and was also on the MSBA Convention Committee for four years.

Participating in committees has given me the experience to deal with the many issues we face. Working with parents, teachers, and administration is paramount when it comes to solving problems and moving forward. I do not back down on tough issues and I always work towards transparency when it comes to making decisions. The issues that face us, including amalgamation, budgets, student test scores, GSA's, etc., demand our attention and I am willing and able to tackle these issues head on!

My personal philosophy is "local voices, local choices." Maintaining the individualism and autonomy of our school boards in Manitoba is vital.

Finally, advocating for the Manitoba School Boards Association's mission to be a respectful and influential voice for public education in Manitoba mirrors who I am. My voice will be heard championing the cause of public education by showing leadership, and common sense. It is imperative we all work together to solve the issues facing us. However, we must make children our priority!

Please support me for Director, Region 5.



# Region 5 Director

## *Derek Dabee—Seven Oaks*



I am very honoured to be nominated for Director Region 5.

Fellow Trustees, eight years ago, one of the reasons that I ran was to support/assist school boards and our public school board system.

The pressing issue at that time in Seven Oaks was overcrowding in our classrooms. Since then, we have successfully lobbied our provincial government and built four new schools.

I have served or am serving in several positions, including:

- Chair and Vice-Chair of the board
- Chair of the Policy Committee
- Member - Standing and Ad Hoc Committees
- Chair of the Negotiations Committee with division's Teachers Union
- Seven Oaks Representative on Winnipeg Indigenous Accord and on MSBA/Winnipeg Liaison Committee
- Serving (6 years) on the MSBA Schools Insurance Committee. Happy to relate that we recently, after much study, changed insurance brokers, resulting in additional coverage and huge savings in premiums.

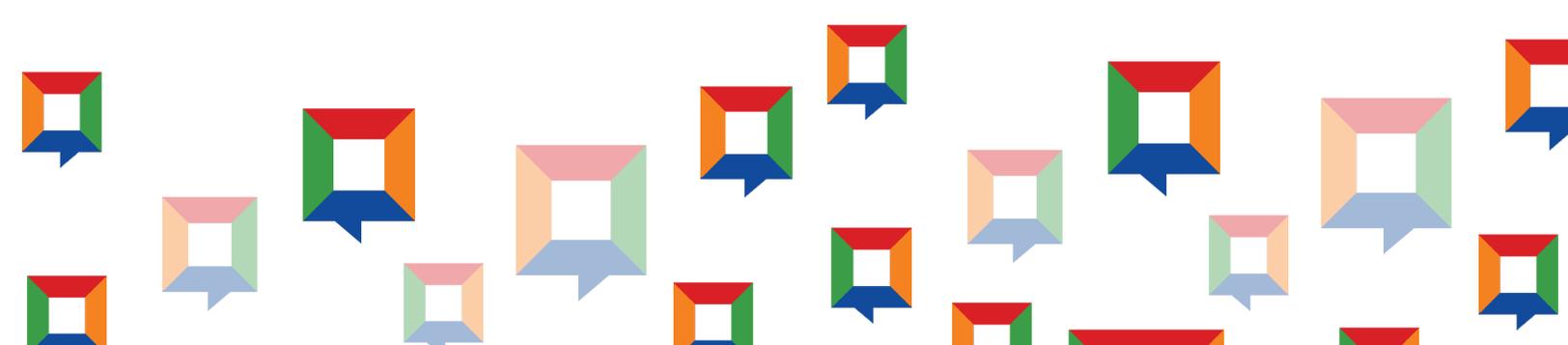
Over the past 30 years, I volunteered in sports and many community organizations, including:

- President of the Maples Community Center - since 2015
- Vice Chair, Canada Caribbean Heart Health info - since 2014
- Founding President of the Burton Cummings Community Centre - served 9 years
- Board Member, Manitoba Adolescent Treatment Center - 6 years
- Active in tennis and cricket organizations - 30 years.
- City of Winnipeg Volunteer of the Year - Recreation (2007)

Now, more than ever, the relevance of our school board system is being questioned. However, we do have a proven, affordable and high quality public education system that is worth fighting for.

Trustees value the diversity, strength and uniqueness in every child. Locally elected school boards have the latitude to effectively meet the needs of our learners, including programs in mental health and healthy living.

MSBA must continue to have a strong voice for public education. And, we work best when we work collaboratively as we deliver the best education services to our students.



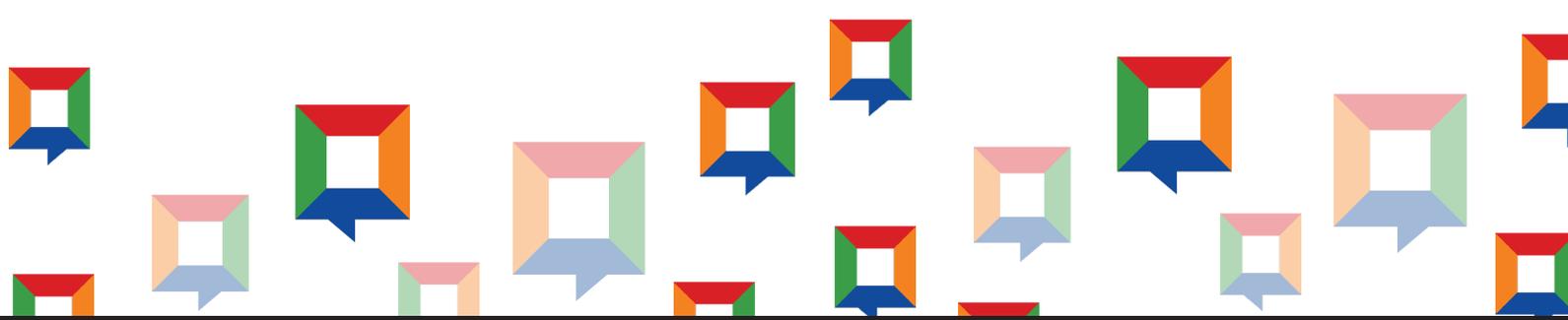
# Rules of Procedure for Nominations and Elections

## Nominations

1. In 2019, the President, Vice-President (fewer than 6000 students), and one Director each for Regions 2, 4, and 5 will be elected at the Annual Convention of the Association.
2. Every candidate for office shall be a trustee of a member board at the time of being nominated.
3. No person shall hold the same Executive position for more than two, complete consecutive terms.
4. The Nominating Committee will ensure that there is at least one qualified candidate who has consented to allow his/her name to stand for each position up for election. None of the Committee's nominees shall be a member of the Nominating Committee.
5. Further nominations may be made from the floor of the Annual Convention by a convention delegate with the consent of the nominee.
6. An individual trustee may submit his/her name to the Nominating Committee, in writing, with the support of an electorate of five (5). This will not apply to candidates nominated from the floor.
7. Nominations will be accepted by the Nominating Committee until the last call for nominations from the floor at the call to order of the Annual Convention.
8. If a candidate for President or Vice-President is not elected, he or she is deemed to have been nominated for any other position for which he/she is qualified, if that candidate so desires.
9. Voting shall be by ballot. Voting for President shall be by board ballots, which will be distributed in such numbers as determined by Association by-laws to a trustee authorized by each board to receive those ballots. Voting for all other positions will be by individual trustee ballots, with the Vice-Presidents elected by trustees at large, and Directors elected by the trustees of each respective region. Every trustee of a member board is eligible to register as a voting delegate at a Convention and upon registration shall be given a ballot book. Only Convention delegates and members of the Executive present at the convention shall be entitled to vote at Convention, and no person or member shall vote by proxy.
10. Prior to the elections, the President shall appoint an Elections Committee, none of whom shall be voting delegates or staff, and in the event that a vote is required on any election, the Elections Committee shall collect and count the ballots and declare the name of the successful candidate for each office.
11. Where one officer is to be elected, a candidate, in order to be elected, must receive over 50% of the votes cast. If on the first or subsequent vote no candidate receives over 50% of the votes cast, the name of the candidate receiving the fewest votes shall be deleted and another vote taken.
12. Where two or more Directors are to be elected at one time, a candidate, in order to be elected, must receive over 50% of the ballots cast. In the event that more than one ballot is necessary, any successful candidate will be declared elected and the candidate receiving the fewest votes shall be dropped from the ballot; except where this would reduce the remaining candidates to one, in which case only the successful candidate shall be removed from the ballot.
13. Should a tie vote occur during an election which would have the effect of no change in the makeup of the next ballot, a second vote shall be taken, where possible. If the second vote again results in a tie, the successful candidates shall be determined by lot.

The final call for nominations for all Manitoba School Boards Association Executive positions will take place at 8:45 a.m. on Thursday, March 14. All elections will take place on Friday, March 15, in accordance with the Convention program.

MANITOBA  
School Boards  
ASSOCIATION



# Comment: The costs of evolving education in Manitoba

Some change may be necessary but a recent article offered a very simplistic interpretation

By [Garry Draper](#)

Published: March 13, 2019

**Comment**

**0 comments**



Schools are providing services on multiple fronts that require significant investment in training staff. *Photo:*

*FatCamera/E+/Getty Images*

As a lifetime farmer and school trustee for over 25 years, I wish to give my perspective on an article in the November 15, 2018 edition of the *Co-operator*, by Alexandra Burnett and Rodney Clifton of the Frontier Center for Public Policy.

The article commented on how some policy changes by the provincial government are the answer to control rising education costs.

Although they may be correct in their figures and percentages they lack the reasons and understanding for the increasing costs of education. They seem to imply that education is a business and should be treated that way. They maintain that if education costs stayed at CPI costs our taxes would be much lower, but they do not factor in the reasons for the increasing costs of maintaining our education system. Many costs incurred by school divisions have outpaced and are not factored into CPI.

#### ADVERTISEMENT

Staffing accounts for the majority of the costs within school division budgets. In many cases school divisions are subjected to the collective bargaining process. Education is unique in the fact that teachers cannot strike so divisions must, from time to time, accept conditions from arbitrated settlements which add extra ongoing costs such as noon hour supervision, prep time, maternity top-up and extra-curricular hours.

School divisions must also partially fund government initiatives and directives such as: workplace safety and health directives, accessibility requirements, daycares in schools, appropriate education and Grade 12 physical education.

Schools today are committed to providing services to deal with increasing medical, mental health and social issues that require significant investment in training staff. There is also an increase in maintenance costs to provide a safe and caring environment for students and staff.

School bus replacement and repairs, cleaning supplies, technology, fuel (carbon tax) and hydro are a few more examples of uncontrolled costs. A replacement diesel motor can cost over \$20,000. Divisions have even had to replace defective boilers in schools at their own cost.

#### ADVERTISEMENT

The local school is very important in communities so divisions open their schools after school hours for community use (as they should) but extra costs are incurred for things such as extra utility costs and sometimes adding extra custodial staff.

Burnett and Clifton put forward some policy changes that would control costs such as suggesting that all necessary resources would come from the provincial government as they do in other provinces. To eliminate education funding from property assessment would mean the government would have to come up with over \$700 million from other sources.

It would take an additional three per cent sales tax to offset that. A recent *Financial Post* article claims that up to 40 per cent of Canadians do not pay income tax, so relying on income tax would put a tremendous extra strain on those who do. All provinces from Quebec west still fund education from property assessment but it is collected by the government and then redistributed to divisions.

A move to this model with a provincial mill rate would be detrimental to southwest and south-central Manitoba as most divisions there have a lower mill rate than the provincial average.

#### ADVERTISEMENT

Burnett and Clifton suggest that smaller divisions could amalgamate. Amalgamation must be done for the right reason as there must be a benefit to student learning.

When the last round of forced amalgamations occurred there was a huge increased cost that is ongoing. Currently only about 3.5 per cent of school divisions' expenses are administration costs, so in amalgamation the vast majority of expenses in combined budgets will still be there.

Burnett and Clifton maintain that the provincial government could control all aspects of public education. Currently the government sets direction for a basic curriculum and divisions respond to local community needs for supplementary courses and support.

You cannot have a "one shoe that fits all" because every community whether rural or urban has different needs and requirements. If the provincial government controlled all aspects of education, it would greatly reduce the autonomy of our local communities.

The current method of funding education came to be in the 1890s for a reason. Part of the reason was to split funding between the province and the local resident taxpayer. This gave the trustees the ability to respond to local community needs for the education of their students.

Property assessment was used because it was a consistent guaranteed stream of revenue. Those reasons are still very evident in today's society. Assessment portioning has been adjusted in the past and needs to be looked at again.

The education special levy is applied to commercial businesses and that helps balance areas in the province with greater commercial assessment versus areas without. As well, the current education funding formula has an equalization proponent built into it, which further balances the inequity of assessment between divisions. There are currently five divisions that do not receive

any equalization dollars while the highest equalization payment is \$57 million. Thus, there are already measures in place to help balance the costs of education throughout the province to ensure all students in Manitoba are receiving educational opportunities.

The government has enacted an education review, which school divisions welcome, because if there are improved ways of delivering education, everyone benefits.

*Garry Draper farms near Lenore, Manitoba and is a trustee with the Fort La Bosse School Division.*

## Opinion: School taxation a sign of unsustainability

By [Alexandra Burnett](#), [Rodney A. Clifton](#)

Published: November 19, 2018

**Opinion**

**2 comments**

Manitoba school trustees are permitted to tax property owners to fund public schools. No other province gives trustees this responsibility.

Because school divisions have taxing authority, both taxpayers and parents must pay attention to what school boards actually do.

A few years ago, the Winnipeg School Division (WSD) proposed to increase property taxes by 6.4 per cent when the consumer price index (CPI), a standard measure of economic growth, was about 0.5 per cent. Even so, the board chair claimed that if trustees didn't approve the increase, which was about eight times higher than the CPI, teachers' jobs and educational programs would be cut.

ADVERTISEMENT

A week later, with much hand-wringing, WSD trustees approved a 5.89 per cent increase in property taxes, half a per cent below the proposed budget but still seven times the increase in the CPI.

Fortunately for taxpayers, the Frontier Centre for Public Policy has just released a new research report, *Never Enough: The increasing cost of public education in Manitoba and how to curb it*, assessing the cost of public education in Manitoba from 2002-03 to 2016-17. This paper can help taxpayers understand how unsustainable this situation is.

The study shows the rising cost of education in 36 of the 38 Manitoba school divisions. The least expensive school division in 2017 was Garden Valley, which spent \$10,520 on each student, while the most expensive division, Frontier, spent \$20,305 per student.

Even so, costs have been rising in all divisions by between two and four times CPI. Between 2002 and 2017, for example, WSD increased the least, by about 60 per cent. The Flin Flon School Division increased the most, by about 108 per cent. Over that period, the CPI increased by only 34 per cent.

#### ADVERTISEMENT

Obviously, it's not sustainable to have the cost of education consistently outpacing CPI year after year. Soon, education will crowd out other expenditures.

Eventually, the increasing cost of education will need to be controlled.

If over this period, the cost of educating students was equivalent to the increase in CPI, the average cost per student in 2017 would have been \$7,859 rather than \$12,820, saving about \$5,000 per student in that year alone. The provincial saving would have been slightly more than \$873 million.

A few simple policies could curb the increasing cost of public education. The minister could disallow school boards from raising funds by taxing property. All the necessary resources would come from the provincial government, as they do in other provinces.

As well, the minister could merge small school divisions into larger divisions. Turtle River, for example, has fewer than 700 students, which is smaller than many schools in other divisions.

#### ADVERTISEMENT

Such policies would force the provincial government to take responsibility for funding all aspects of public education. In this way, the educational objectives would be constrained to a common core. If school boards needed more money, they must justify the need to the provincial government. They couldn't just increase property taxes.

It is possible to ensure Manitoba students are well educated while also constraining the rising cost of education.

*Alexandra Burnett is a junior research associate and Rodney A. Clifton is a senior fellow at the Frontier Centre for Public Policy.*

LEADERSHIP, ADVOCACY AND SERVICE FOR MANITOBA'S PUBLIC SCHOOL BOARDS

March 20, 2019

**TO:** All Board Chairs, All trustees, All Superintendents, All Secretary-Treasurers

**RE:** **Federal Budget Plan 2019 Excerpts**

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In case anyone is interested, the following are some of the highlights pertaining to K-12 (or schools, children and youth in general) that were included in yesterday's Federal Budget Plan. Many references were included in respect of investments made under previous budgets, so the information below does speak to both 2019 and prior year commitments wherever referenced.

MSBA would observe that trustees should be aware that most of the commitments are multi-year. Implementation in a pre-election period will remain entirely dependent upon the current Liberal Party of Canada being returned to Government following the Fall, 2019 Federal elections.

While there are many excerpts and commitments that may impact schools, children and youth, the following are snapshots of those with more immediate or external application to public education. Please note that these excerpts appear in the order that they appear in the Budget Plan document and have been reproduced with as much context as may be necessary to contextualize each commitment. Numbering of each major commitment has been included by MSBA.

Those who wish to peruse the full 2019 Federal Budget Plan can visit:

English:

<https://www.budget.gc.ca/2019/docs/plan/toc-tdm-en.html>

Français:

<https://www.budget.gc.ca/2019/docs/plan/toc-tdm-fr.html>

## CHAPTER 1- INVESTING IN THE MIDDLE CLASS

### 1. The Horizontal Review of Skills

There are currently more than one hundred and six skills programs delivered across 30 departments and agencies. These programs fall under four different policy areas: Grades Kindergarten to twelve, Post-Secondary Education Supports, Work-Integrated Learning, and Lifelong Learning Supports, making them easier for Canadians to access supports, as they progress from early learning, to career training.

**MSBA NOTE:** no specific highlight of the programs that are targeted at K-12 students was mentioned in Budget 2019, even while the Budget Plan indicates "that more can be done to provide all students the opportunity to gain valuable work experience, at home and abroad."

### 2. Skilled Trades and Apprenticeships

To encourage more young people to consider training and work in the skilled trades, the Government proposes to provide Skills Canada—a national organization dedicated to encouraging young people to consider careers in the skilled trades and technology—with \$40 million over four years, starting in 2020–21, and \$10 million per year ongoing. This investment will enable Skills Canada to continue to encourage and support a coordinated approach to promoting skilled trades and technologies to young people through skills competitions and by providing resources to better equip them for careers in the skilled trades.

The Government also proposes to invest \$6 million over two years, starting in 2019–20, to create a national campaign to promote the skilled trades as a first-choice career for young people. The campaign will work to change the perception around careers in the skilled trades, promoting their merits, including high demand, high wages, and continual professional development. In 2019, the Government will appoint co-chairs to begin work on this campaign, lead initial consultations, and explore partnerships to assist with promotion of the skilled trades.

Budget 2019 also proposes to develop a new strategy to support apprentices and those employed in the skilled trades. This Apprenticeship Strategy will ensure that existing supports and programs—including the Apprenticeship Incentive and Completion Grants—address the barriers to entry and progression for those who want to work in the skilled trades in the most effective way, and support employers who face challenges in hiring and retaining apprentices.

### 3. Giving Young Canadians Digital Skills

Canadians are living and working in an increasingly digital world. With more opportunities to acquire and develop digital skills, young Canadians—from kindergarten to grade 12—will have a head start in building the skills they will need to find and keep good, in-demand jobs. The CanCode program helps young people get these coding and digital skills, with training support for their teachers and a special focus on reaching young people who are traditionally underrepresented in Science, Technology, Engineering and Mathematics, such as girls and Indigenous youth. In its first two years, CanCode has provided more than 800,000 K-12 students and about 40,000 teachers with the chance to learn these important skills.

To give even more young people opportunities to get the digital skills that will help them succeed, Budget 2019 proposes to provide \$60 million over two years, starting in 2019–20, to support CanCode's ongoing work and help one million more young Canadians gain new digital skills.

### 4. Canada's New International Education Strategy

**MSBA NOTE:** No mention was made of K-12 Education under this strategy. It appears to be focused exclusively on post-secondary and adult learning. It does make reference to working with "key partners", so this might include K-12 but this is not specified.

## CHAPTER 2 - BUILDING A BETTER CANADA

### 1. Supporting Business Investment in Zero-Emission Vehicles

To further support businesses' adoption of zero-emission vehicles, Budget 2019 proposes that these vehicles be eligible for a full tax write-off in the year they are put in use. Qualifying vehicles will include electric battery, plug-in hybrid (with a battery capacity of at least 15 kWh) or hydrogen fuel cell vehicles, including light-, medium- and heavy-duty vehicles purchased by a business. This will encourage all businesses to convert to zero-emission fleets and leave more money to be invested in other productive ways. For example, a taxi company or a school bus operator will be able to recoup their investments in eligible zero-emission vehicles in a faster manner.

Immediate expensing will apply to eligible vehicles purchased on or after March 19, 2019 and before January 1, 2024. Capital costs for eligible zero-emission passenger vehicles will be deductible up to a limit of \$55,000 plus sales tax. This is higher than the capital cost limit of \$30,000 plus sales tax that currently applies to passenger vehicles. This new \$55,000 capital cost limit reflects the comparably higher cost of zero-emission vehicles and will be reviewed annually to ensure that it remains appropriate as market prices evolve over time.

**MSBA NOTE:** An illustrative example of the above commitment is highlighted in the Plan as follows:

**Happy Transport** provides transportation services to schools in a rapidly growing community. The corporation would like to acquire \$1 million worth of new electric school buses to expand its operations. Over time, Happy Transport expects that the lower operating costs of the electric school buses will improve profitability and allow it to further expand its business and the employment opportunity it provides. With immediate expensing for zero-emission vehicles, Happy Transport will be allowed to deduct from income the full \$1 million acquisition cost in the year the buses are acquired. This is \$550,000 more than previously permitted, resulting in savings of over \$145,000 in current

federal and provincial corporate income taxes. This improved cash-flow will help Happy Transport secure the bank loan it requires to pay for the increased upfront costs of electric school buses.

## 2. Bringing High-Speed Internet to Rural, Remote and Northern Communities

The Government has been steadfast in its commitment to bringing higher quality internet access to every part of Canada, especially those areas that are typically underserved, including rural, remote, and northern communities. With its first budget in 2016, the Government launched the \$500 million Connect to Innovate program, which has since approved approximately 180 projects, with further investments of \$554 million from the private sector and other orders of government. Once complete, these projects will add more than 20,000 kilometres of advanced fibre networks across the country, improving connectivity in over 900 communities, including 190 Indigenous communities. From homes and schools to hospitals and community centres, this investment will help deliver better connectivity to more than three times the number of communities originally expected to be helped by this program.

Delivering universal high-speed internet to every Canadian in the quickest and most cost-effective way will require a coordinated effort involving partners in the private sector and across all levels of government. To meet this commitment, Budget 2019 is proposing a new, coordinated plan that would deliver \$5 billion to \$6 billion in new investments in rural broadband over the next 10 years:

1. Support through the Accelerated Investment Incentive to encourage greater investments in rural high-speed internet from the private sector.
2. Greater coordination with provinces, territories, and federal arm's-length institutions, such as the CRTC and its \$750 million rural/remote broadband fund.
3. Securing advanced Low Earth Orbit satellite capacity to serve the most rural and remote regions of Canada.
4. New investments in the Connect to Innovate program and introduction of the Government's new Universal Broadband Fund.
5. New investments by the Canada Infrastructure Bank to further leverage private sector investment.

## 3. Investing in Connect to Innovate and Launching the New Universal Broadband Fund

To help every Canadian gain access to high-speed internet at minimum speeds of 50/10 Mbps, Budget 2019 proposes to invest up to \$1.7 billion in new targeted initiatives that will support universal high-speed internet in rural, remote and northern communities. These investments would include:

- Up to \$1.7 billion over 13 years, starting in 2019–20, to establish a new national high-speed internet program, the **Universal Broadband Fund**. The Fund would build on the success of the Connect to Innovate program, and would focus on extending “backbone” infrastructure to underserved communities (“backbone” is the central channel used to transfer internet traffic at high speed—the internet equivalent of a major roadway or railway spur). For the most difficult-to-reach communities, funding may also support “last-mile” connections to individual homes and businesses.
- Included in the \$1.7 billion commitment to the Universal Broadband Fund, the Government will look to top-up the Connect to Innovate program and to secure advanced, new, low-latency Low Earth Orbit **satellite capacity**. This process will be launched in the spring 2019 and will help bring reliable high-speed internet access to even the most challenging rural and remote homes and communities in Canada.
- Up to \$11.5 million over five years, starting in 2019–20, for two Statistics Canada surveys to measure household access and use of the internet and business online behaviour. This will enhance understanding of how digital issues are impacting Canadians, and help inform next steps.

## CHAPTER 3 - ADVANCING RECONCILIATION

Clean, safe drinking water. Homes that aren't overcrowded or unsafe. Communities that care for and support children and families, and that are able to carry on valued languages and traditions. The chance to get a good education and a good job, and have a say in how one's community is governed.

These are things that everyone in Canada should have, yet they are also things that, for too many Indigenous Peoples in Canada, remain out of reach...

## 1. Redressing Past Wrongs and Advancing Self-Determination

The Government is working closely with Indigenous Peoples to better respond to their priorities, to better support their plans for self-government, self-determination, and their work of nation rebuilding. That's why the Government has taken concrete measures to remove impediments to negotiating agreements that recognize Indigenous rights and address past grievances...

The Government of Canada is working with Indigenous Peoples to support them in their work to advance self-determination including self-government. For example:

- Together with the Manitoba Metis Federation, the Government of Canada co-developed a joint action plan to advance reconciliation and improve the social and economic well-being of the Manitoba Métis community, and support the Manitoba Metis Federation's transition to a self-governing Métis Government. Canada and the Manitoba Metis Federation have committed to work together to reach a self-government agreement that implements the Manitoba Métis community's vision of self-determination.

## 2. Making Progress on the Truth and Reconciliation Commission of Canada's Calls to Action

Budget 2016 provided \$2.6 billion over five years to address Call to Action 8 and end the discrepancy in education funding for First Nations children on and off reserve. In Budget 2017, the Government invested \$1.705 billion over 10 years to address Call to Action 12 and develop culturally appropriate early childhood education programs for Indigenous families. In Budget 2018, the Government invested \$1.4 billion over six years, starting in 2017–18, to support Call to Action 1 and help reduce the number of Indigenous children in care...

Efforts are also being made to advance Call to Action 3 to support the full implementation of Jordan's Principle, including additional funding proposed in Budget 2019 and described later in this chapter...

Budget 2019 builds on this important work and proposes investments to continue progress on implementation of the Calls to Action including:

- **Calls to Action 53 to 55—National Council for Reconciliation.** Budget 2019 proposes to provide \$126.5 million in 2020–21 to establish a National Council for Reconciliation and endow it with initial operating capital. The Council will involve all Canadians in creating a better understanding of reconciliation, and will serve as a permanent reminder of the importance of reconciliation and the Calls to Action. The Council will engage First Nations, Inuit and Métis Nation peoples, as well as non-Indigenous Canadians, in Canada's reconciliation process, and ensure that the important work of the Truth and Reconciliation Commission continues.
- **Call to Action 66—Indigenous Youth and Reconciliation.** Indigenous youth are the future leaders of their communities and the country's fastest growing demographic. To help ensure that the voices of First Nations, Inuit and Métis youth are heard and to support Indigenous youth reconciliation initiatives, Budget 2019 proposes to provide \$15.2 million over three years, starting in 2019–20, for an Indigenous youth pilot program delivered by Canadian Roots Exchange. Canadian Roots Exchange is a non-profit organization which works to advance reconciliation by bringing together Indigenous and non-Indigenous youth to promote mutual understanding and respect. Funding will support the establishment of a distinctions-based national network of Indigenous youth, help ensure that Government of Canada policies and programs are informed by the diverse voices of Indigenous youth, and provide support to community events and gatherings for Indigenous youth and reconciliation-focused community-based Indigenous youth activities.
- **Call to Action 80—National Day for Truth and Reconciliation.** To enable communities to recognize and commemorate the legacy of residential schools on the proposed National Day for Truth and Reconciliation, and to celebrate the unique heritage, diverse cultures and outstanding contributions of First Nations, Inuit and Métis Peoples on National Indigenous Peoples Day, Budget 2019 proposes to provide \$10.0 million over two years, starting in 2019–20, to support non-governmental and community organizations holding events in communities across Canada, through Canadian Heritage's Celebration and Commemoration Program.

### 3. Better Services for First Nations and Inuit Children

All children in Canada deserve a real and fair chance to reach their full potential, no matter where they live. For too long, First Nations and Inuit children have faced systemic barriers that have made it difficult for them to access the services they need. The Government is working with First Nations and Inuit partners to eliminate these barriers and help give children in these communities the good education, quality health care and culturally relevant social supports they need to succeed.

Together, the Government and First Nations, Inuit and Métis Nation partners co-developed Indigenous child welfare legislation, Bill C-92: An Act respecting First Nations, Inuit and Métis Children, Youth and Families, to help address the overrepresentation of Indigenous children in the child welfare system. The proposed legislation affirms the rights and authorities of Indigenous Peoples over child welfare services to create laws and policies to help keep children safe, within their families and communities.

### 4. Continuing Implementation of Jordan's Principle

Jordan's Principle helps ensure that all First Nations children can access the health, social and educational services they need, when they need them. In 2016, the Government took a new approach to implementing Jordan's Principle, and respond to the Truth and Reconciliation Commissions' Call to Action 3, aimed at reducing the gaps in services between First Nations children and other children in Canada. This included an initial investment of \$382.5 million over three years, to establish the Child First Initiative. Since July 2016, more than 214,000 requests for services have been approved, giving First Nations children access to life-changing services including speech therapy, educational supports, medical equipment, mental health services, and more.

To ensure that First Nations children continue to have access to the services that they need, Budget 2019 proposes to invest \$1.2 billion over three years, beginning in 2019–20. During that time, the Government and First Nations will continue to work together to develop a long-term approach to improving services for First Nations children, based on Jordan's Principle.

### 5. Preserving, Promoting and Revitalizing Indigenous Languages

Preserving, promoting and revitalizing Indigenous languages is a critical part of recognizing Indigenous identity and strengthening Indigenous communities. To support this work, the Government is advancing Indigenous languages legislation, co-developed with Indigenous Peoples. Introduced in February 2019, Bill C-91: An Act Respecting Indigenous Languages, supports these efforts. It also responds to Calls to Action 13, 14 and 15 made by the Truth and Reconciliation Commission of Canada, and supports the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples*.

To support the implementation of the proposed Indigenous Languages Act, Budget 2019 proposes to invest \$333.7 million over the next five years, starting in 2019–20, with \$115.7 million per year ongoing. This investment will make possible a distinctions-based approach to Indigenous language revitalization projects, will support the creation of the proposed Office of the Commissioner of Indigenous Languages, and begin the important work of revitalizing the languages that help to affirm Indigenous identity and experiences.

## CHAPTER 4: DELIVERING REAL CHANGE

In Budget 2017, the Government committed \$11 billion over 10 years to provincial and territorial governments to support home care and mental health. This funding will help more Canadians to receive better care at home or in their community—including enhancing access to palliative care and end-of-life care, increasing support for caregivers and enhancing home care infrastructure, such as digital connectivity and facilities for community-based service delivery. It will also help expand access to community-based mental health and addiction services, particularly for children and youth.

## 1. Supporting a Pan-Canadian Suicide Prevention Service

Deaths by suicide have devastating and immeasurable impacts and leave families, friends, classmates, coworkers and communities struggling with grief. It is the ninth leading cause of death in Canada for the general population and the second leading cause among youth and young adults (aged 10 to 29), after accidents. For every suicide death, there are five self-inflicted injury hospitalizations, 25 to 30 suicide attempts, and 7 to 10 people affected by suicide loss, including family and friends. Thoughts of suicide and suicide-related behaviour are disproportionately prevalent among LGBTQ2+ people, particularly youth, in comparison to their non-LGBTQ2+ peers.

During consultations with the Government, young Canadians have emphasized the need for increased mental health services more than almost any other issue. There are currently many community-based, regional, and provincial/territorial crisis lines offering a wide range of services and operating times, but these are uneven across the country. The U.S. Suicide Prevention Lifeline also receives more than 20,000 incoming calls from Canadian residents each year, however, it is unable to transfer these callers to local Canadian services without a national line in Canada.

Budget 2019 proposes to provide \$25 million over five years, starting in 2019–20, with \$5 million per year ongoing, to work with experienced and dedicated partners in the space to support a pan-Canadian suicide prevention service, in order to provide people across Canada with access to bilingual, 24/7, crisis support from trained responders, using the technology of their choice (voice, text or chat). This service will leverage and build on existing services and experiences of partners dedicated to suicide prevention.

## 2. Poverty Reduction Strategy

In August 2018, the Minister of Families, Children and Social Development publicly released a Poverty Reduction Strategy entitled “Opportunity for All”. The Strategy established short-term and long-term targets of 20 per cent poverty reduction by 2020 and 50 per cent poverty reduction by 2030 from the 2015 level, which were enshrined in legislation. The Government reaffirms its commitment to move ahead with legislation to:

- adopt an official poverty line based on a basket of goods and services that Canadians require to achieve a modest standard of living in communities across the country as well as a dashboard of other indicators, such as housing and literacy, to monitor progress;
- create a national advisory council on poverty;
- require the development and implementation of a poverty reduction strategy; and
- designate a responsible Minister and require the Minister to table annual reports to Parliament.

## 3. Anti-Racism Strategy

...Budget 2018 provided \$23 million over two years to support cross-country consultations on a new national anti-racism approach, as well as to increase funds for the Multiculturalism Program to address racism and discrimination targeted against Indigenous Peoples, and women and girls...

Budget 2018 also provided more than \$19 million over five years as a first step towards recognizing the significant and unique challenges faced by Black Canadians in Canada. These funds focused on Black youth and enhancing mental health supports for the Black community...

Building on previous commitments, Budget 2019 proposes to provide \$45 million over three years, starting in 2019–20, to support a new Anti-Racism Strategy. Its key purpose will be to find ways to counter racism in its various forms, with a strong focus on community-based projects. These projects could include developing new public educational materials or programs that help to build skills and provide leadership and employment opportunities. At the core of this strategy will be an Anti-Racism Secretariat that will work across government to identify opportunities, coordinate activities and engage with our diverse communities. Further details on the Anti-Racism Strategy and the Secretariat will be announced at a later date.

#### 4. Enhancing Support for Minority-Language Education in Canada

...Because the contributions of official language minority communities are vital to Canada's success, they are a key part of the new Action Plan for Official Languages announced in 2018—with total new investments of \$499.2 million over five years.

Every year, the Government provides more than \$235 million to provinces and territories for minority-language education and second-language instruction—through the *Protocol for Agreements for Minority-Language Education and Second-Language Instruction*. Through this Protocol:

- Members of official language minority communities in each province or territory have opportunities to be educated in their own language;
- Residents of each province or territory have opportunities to learn English or French as a second language; and
- All Canadians have opportunities to learn more about the cultures associated with the French-language or English-language minority communities.

With a rising number of minority-language students across the country, the Government recognizes the costs and unique challenges faced by these communities, and has set aside additional funds to enhance its support for minority-language education, as it works with provinces and territories to finalize the next Protocol.

Any additional funding will be conditional upon the conclusion of a new Protocol, or subject to new bilateral agreements, which would include commitments by the provinces and territories regarding accountability with respect to the use of federal investments, and regular consultations with stakeholders, including school boards, in the design of related action plans. These agreements would allow Canadians to better assess and understand the impact of federal investments on the vitality of our official languages communities across Canada.

#### 6. Ensuring a Safe and Healthy Sport System

It is important, especially in the era of the #metoo movement, that we continue taking strong action to protect Canadians participating in sport by ensuring a safe and healthy sport system. In June 2018, the Minister of Science and Sport announced a new policy to address abuse, discrimination and harassment in sport. The national and international sporting environment, from community participation to the highest level of competition, are facing ongoing and emerging issues that negatively impact our athletes and threaten the integrity of sport.

Together, the Minister of Science and Sport and the Minister of Health announced new concussion guidelines for safe return to school, work, and play. Recently, the Government supported the launch of a parliamentary sub-committee focused on studying sport-related concussions. These additional measures are adding significant financial pressures on our country's sports organizations.

Budget 2019 proposes to provide \$30 million over five years, starting in 2019–20, to enable Canadian sports organizations to promote accessible, ethical, equitable and safe sports. This funding will go a long way to ensuring a higher standard for Canadian families, athletes and coaches.

#### 7. Protecting Children From Sexual Exploitation Online

The sexual exploitation of a child is a reprehensible crime causing life-long harm and suffering to victims. While the internet has created new ways for people from around the world—including children—to connect and interact, it has also created new spaces and platforms for online predators to lure child victims for sexual purposes.

To better protect children from these threats, and building on investments in Budgets 2017 and 2018 to combat child sexual exploitation through *It's Time: Canada's Strategy to Prevent and Address Gender-Based Violence*, Budget 2019 proposes to invest a further \$22.24 million over three years, starting 2019–20, to combat child sexual exploitation online. This funding will support Public Safety Canada's efforts to raise awareness of this serious issue, reduce the stigma associated with reporting, increase Canada's ability to pursue and prosecute offenders, and work together with industry to find new ways to combat the sexual exploitation of children online.

## 8. Combatting Human Trafficking

Human trafficking is a complex crime that involves the recruitment, transportation and harbouring of persons and/or control of their movements for the purpose of exploiting them. This includes both sexual and labour-based exploitation and also the use of threats, violence, abduction, fraud or other forms of coercion. Individuals at greatest risk of victimization include persons who are socially or economically disadvantaged, women and girls, youth and children, Indigenous Peoples, refugees and migrants, LGBTQ2+ persons and persons with disabilities. The Government is committed to preventing gender-based violence and protecting vulnerable populations from human trafficking. Building on investments announced in Budget 2018 to establish a National Human Trafficking Hotline, the Government intends to develop a new whole-of-government strategy to combat human trafficking.

## 9. Protecting Community Gathering Places From Hate-Motivated Crimes

Canadians of all backgrounds and identities should always feel safe to gather together. This is how we meet new friends, support our neighbours and build strong communities. Unfortunately, as recent tragic events have demonstrated, certain groups of people, because of their race, religion, or sexual orientation, are at risk of being targeted by hate-motivated crimes, threatening their safety and security and the gathering places they enjoy.

To make needed security improvements to important community gathering spaces—such as schools, community centres, and places of worship—Budget 2019 proposes to provide an additional investment of \$2 million per year, starting in 2019–20, doubling the size of Public Safety Canada’s Security Infrastructure Program from \$2 million per year to \$4 million per year until 2021-22. This builds on the measure adopted in Budget 2017, which doubled the original budget of the Security Infrastructure Program for five years. The Program is a component of Public Safety Canada’s National Crime Prevention Strategy. This Program aims to make Canada’s community gathering spaces safer places to live, work, and play.

## 10. A Fair Tax System for All Canadians

The Government is committed to building an economy that works for everyone. To do that, we need a tax system that is fair, and we need all Canadians to pay their fair share.

The taxes Canadians pay help to build the infrastructure that keeps people moving and our economy growing. **They help support the schools that teach us when we’re young (MSBA emphasis added)** and pay for the medical care that keeps us healthy as we age. They also help to create good, well-paying jobs—and provide a solid social safety net to help people when they lose their jobs.

It’s important to all Canadians that the Government be able to deliver the programs and services Canadians rely on, while keeping taxes low for the middle class. In each of its budgets, the Government has strengthened the Canada Revenue Agency’s ability to crack down on tax evasion and combat tax avoidance, and proposed measures to close tax loopholes—often used by the wealthiest Canadians—that result in unfair tax advantages for some at the expense of others.

Budget 2019 builds on this approach, with additional measures aimed at ensuring Canada’s tax system is efficient, effective and fair.



COUNCILLOR BRIAN MAYES  
ST VITAL WARD

## MARK DICKOF MEMORIAL SCHOLARSHIP AWARD

### General Background

The Mark Dickof Memorial Scholarship Award has been established to recognize the important role of mental health leadership and advocacy among youths aged 14 to 18 at the secondary school level in Manitoba, in terms of promoting action, awareness and greater sensitivity to / de-stigmatization of mental health and wellbeing, either within their school, local or provincial communities.

Instituted by Winnipeg City Councillor Brian Mayes, in partnership with the Manitoba School Boards Association and the Canadian Mental Health Association (Manitoba Chapter), the award will be presented annually to a student or team of students in the public education system according to two general categories: urban (Winnipeg) and rural/northern, with each category qualifying for one (1) \$250.00 prize each year.

### Remembering Mark Dickof

The namesake of this award, Mark Dickof, speaks to the very different life circumstances that can be lived by two human beings— one of whom is affected by mental health challenges. Born on the very same day as Winnipeg City Councillor Brian Mayes (March 16, 1962) Mark was a fellow student with many of the same interests and qualities that Brian had: the difference being that Mark regrettably developed early signs of schizophrenia as a student.

Mark participated in chess club, played varsity basketball, graduated with an honors degree in English literature, and had hoped to go to Oxford University to do graduate studies. However, after he developed schizophrenia, his functioning, quality of life and ability to achieve his goals slid away. He ultimately took his life at the age of 30.

Throughout Councillor Mayes' own life pathway, going on to himself become a lawyer, school trustee and municipal councillor, Brian never forgot his childhood friend and fellow student. Given their shared date of birth, that life's pathway can be lived so differently by two kids who started out the same way,

## **MARK DICKOF MEMORIAL SCHOLARSHIP AWARD APPLICATION FORM**

stands as a stark reminder of all too often devastating toll taken by mental illness, on those who must live daily with its effects and consequences.

To honour Mark's memory, this award therefore recognizes young people who have demonstrated significant leadership through advocacy for mental health and wellbeing while still in school, so that persons within their community do not have to experience the same pathway as Mark Dickof. In this way, it is the intention of the award to ensure that Mark's life and experience provides a meaningful legacy for future leadership by students across Manitoba.

### **Eligibility**

The award is open to any student or team of students who can demonstrate positive leadership in addressing mental health and wellbeing among their peers through action, raising awareness, and or achieving greater sensitivity to and/or de-stigmatization of mental health and wellbeing.

To be considered for the award, a student (or students) must be between the ages of 14 and 18 and enrolled in a public school in Manitoba. To qualify, a student or team of students, meeting the age requirements, must complete an essay of no longer than 500 words. The essay should outline how the applicant or applicants have engaged in actions, raised awareness, or fostered greater sensitivity and/or de-stigmatization in relation to mental health and wellbeing. This leadership can be directed either to their school community, their local community or their provincial community.

The essay should be accompanied by a brief letter of reference from a member of the community who can attest to the leadership and advocacy that has been demonstrated by the student or team of students in relation to mental health and wellness.

### **Deadline for application**

Whether applying to receive the prize for either the urban or rural/northern category, the deadline for application to be considered for the award will be April 30th 2019. Selection of the final recipients will be comprised of an objective panel comprised of Councillor Mayes, as well as the Executive Directors of the Manitoba School Boards Association and the Canadian Mental Health Association (Manitoba Chapter).

### **Confirmation of award**

Once the selection panel has arrived at its decision, the final recipient(s) will be notified of the award being granted to them, no later than May 31st, 2019

### **Award ceremony**

Students who qualify for the Mark Dickof Memorial Scholarship in the urban category, will be invited to a formal presentation ceremony with Councillor Mayes at City Hall, as well as representatives of the Manitoba School Boards Association and Canadian Mental Health Association (Manitoba Chapter).

**MARK DICKOF MEMORIAL SCHOLARSHIP AWARD  
APPLICATION FORM**

Students who qualify for the award in the rural/northern category will be presented with the award by their local school board. For Grade 12 applicants, every effort will be made to present the award at their high school graduation ceremony.

**Applications**

All applications for consideration of the award should be sent according to the form that is attached, and accompanied by the applicants' 500 word essay and one letter of reference in support of the application. Applications may be sent by email to Andrea Kehler, Executive Assistant at: [akehler@mbschoolboards.ca](mailto:akehler@mbschoolboards.ca)

Applications may also be faxed to: (204) 231-1356

Applications can also be mailed to:

The Executive Director  
Manitoba School Boards Association  
191 Provencher Boulevard  
Winnipeg, MB R2H 0G4

We would like to thank all who apply for this scholarship, in recognition of your efforts and initiative to promote mental health and wellbeing for the betterment of Manitobans.

**MARK DICKOF MEMORIAL SCHOLARSHIP AWARD  
APPLICATION FORM**

Name of Applicant(s): \_\_\_\_\_  
\_\_\_\_\_

Grade Level of Applicant(s): \_\_\_\_\_

School in which applicant(s) are enrolled: \_\_\_\_\_

Graduation Ceremony Date (if applicable): \_\_\_\_\_

Name of School Principal: \_\_\_\_\_

Email address for school principal (required): \_\_\_\_\_

Mailing address of school (with postal code): \_\_\_\_\_

Contact Information for Applicant(s):

- Telephone (including area code): ( \_\_\_\_\_ ) \_\_\_\_\_
- Email: \_\_\_\_\_
- Address (including postal code): \_\_\_\_\_

Brief description of leadership or advocacy demonstrated by applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Reference: \_\_\_\_\_

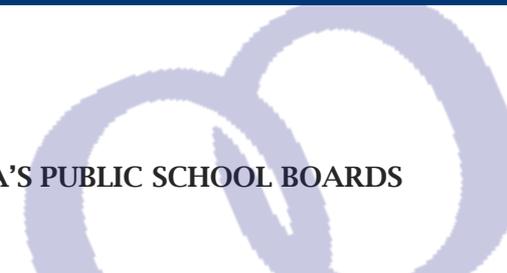
Contact Information for Reference:

- Telephone (including area code): ( \_\_\_\_\_ ) \_\_\_\_\_
- Email: \_\_\_\_\_
- Address (including postal code): \_\_\_\_\_

Once completed, all applications should be accompanied by the applicant(s)' 500 word essay describing how they have demonstrated actions, raised awareness, or fostered greater sensitivity and/or de-stigmatization in relation to mental health and wellbeing, along with a brief letter of reference from a member of the community who can attest to the leadership and advocacy that has been demonstrated by the student or team of students in relation to mental health and wellness. Applications may be sent by email to: [akehler@mbschoolboards.ca](mailto:akehler@mbschoolboards.ca) or faxed to: (204) 231-1356. Applications can also be mailed to: The Executive Director, Manitoba School Boards Association, 191 Provencher Boulevard, Winnipeg, MB, R2H 0G4. We would like to thank all who apply for this scholarship, in recognition of your efforts and initiative to promote mental health and wellbeing for the betterment of Manitobans.

**MSBA**  
**Convention 2019**  
**March 14, 2019**

*Janis Arnold*  
*Board Development Consultant*



# Code of Conduct

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## Legislation – 2012 PSA Section 35

- Act with integrity / dignity
- Respect differing opinions
- Maintain confidentiality

## Sanctions

- Public censure
  - Barring from meeting / committee
  - Suspension – max. 3 months
- 

# Code of Conduct

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## Issues:

- Relationship conflict of interest or bias
  - Respectful behaviour – inaugural meeting review
  - Actionable words
    - Implementing a process
  - Stepped sanctions
  - Election issues
  - Debating / voting on sanctions
- 

# Lesson Learned # 1

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## RELATIONSHIP BIAS

- Loyalty to the division
- Un-conflicted loyalties to staff, special interests, personal interests
- Board accountability supersedes conflicting loyalties to other advocacy or interest groups
- Not using the office to advance interests
  - Family, person, organization related or associated

## Lesson Learned # 2

### INTERPRETATION

#### PSA Section 35

...require a trustee to

- (i) act with integrity and in a manner that maintains the dignity of the office,
- (ii) respect others who may have differing opinions

MSBA template

treat board colleagues, divisional and school staff, students and community members in a respectful and courteous manner, and refrain from using abusive or denigrating language in any dealings with them.

10 minute review / discussion  
on inaugural meeting agenda

## Lesson Learned # 3

### **ACTIONABLE / USEFUL**

Descriptive language / verbs / specifics

Detailed process

Assign responsibility

- Trustee
- Chair
- Committee
- Board

Appeals



# Lesson Learned # 4

## STEPPED SANCTIONS

- 1-on-1 meeting (trustee-to-trustee OR Chair)
- Barring from board or committee position (e.g. Chair, Vice-Chair) in following round of appointments
- Barring from taking board or committee position for a period of time
- Apology
- Professional development



## Lesson Learned # 4

# STEPPED SANCTIONS



- Controllable
- Provides documentation for further sanctions
- If refused, next steps **WILL** be taken

## Lesson Learned # 5

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### REPRESENTATION

- ❖ Divisional logo
- ❖ Divisional email



Include section in Code of Conduct dealing with campaign issues.

# Lesson Learned # 6

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## DEBATING SANCTIONS

### Conflict of Interest (PSA Section 38)

- Pecuniary
- Not present for debate / not influence

### Code of Conduct (PSA Section 35)

- May be present for debate / motion to sanction
- “Influence” vs “Intimidate”
- May not vote (based on common law case law)

# Lesson Learned # 6

## DEBATING AND VOTING ON SANCTIONS

### Differences as of late fall 2018:

#### Conflict of Interest (sec. 37-39)

- pecuniary (financial)
- trustee / dependents  
direct or indirect pecuniary liability
- IN CAMERA - withdraw without  
discussing, influencing
- PUBLIC MEETING - may NOT vote,  
intimidate

#### Code of Conduct (sec. 35)

- relationship bias
- trustee / connections
- IN CAMERA - may defend  
position, debate
- PUBLIC MEETING - may  
NOT vote, intimidate

# Lesson Learned # 7

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## QUORUM

- Censure – PSA silent...majority or 2/3's?
- For 2<sup>nd</sup> two legislated sanctions it is 2/3 of members of the board
- Policy (stepped) sanctions, consider a majority vote – same as censure
- 2/3 majority of total trustees for division

# Lesson Learned # 7

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## QUORUM

- Legislated sanctions
  - Censure – silent (majority)
  - Barring meeting / committee & suspension
    - 2/3 to pass
    - total trustees for the division
- Policy sanctions (stepped sanctions)
  - majority vote?
  - total trustees for division

# Lesson Learned # 8

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## RECORDS

### Breach of Trustee Code

- Stepped sanctions
- Legislated (PSA) sanctions

### Breach more serious

- Violates another law
- Seek council

# Lesson Learned # 9

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# VIDEO



## **Lesson Learned # 9**

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***Use it or lose it***



## Lesson Learned # 9

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### DO SOMETHING!

“Everybody does it”

“There are worse things”

“if I don’t do it,  
Somebody else will”

“Tit for tat excuse”

“If it isn’t illegal,  
it’s ethical”

“Slippery slope – can’t  
beat ‘em, join ‘em”

“King’s Pass – someone  
so important, so long serving”

“Saint’s license”  
It’s for a good cause

# Lesson TO BE Learned

## SCENARIO

Trustee AA go to Chair with a perceived breach of the Code of Conduct. The Chair decides:

- a) There is no breach
- b) He/she doesn't want to address it

What is your process / recourse if any?

- Go to the Vice-Chair? Upon refusal is there another option?
- Make a motion and use – ‘appeal ruling of chair’

REVERSE – the Chair decides no because Trustee AA has continually lodged unfounded complaints.

MANITOBA  
**School Boards**  
ASSOCIATION

[www.mbschoolboards.ca](http://www.mbschoolboards.ca)

LEADERSHIP, ADVOCACY AND SERVICE FOR MANITOBA'S PUBLIC SCHOOL BOARDS



# Harassment Complaints

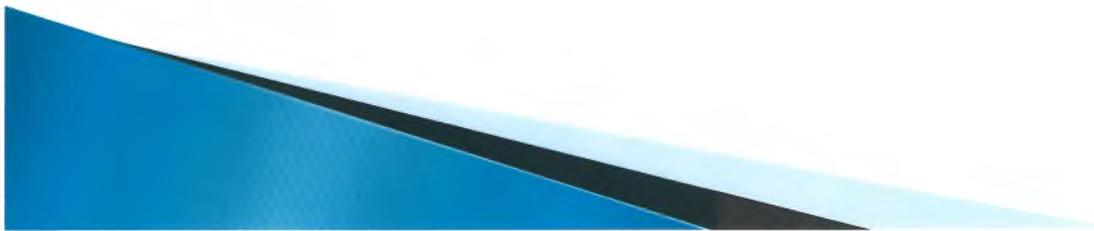
## Obligations / Procedures / Special Considerations

David Simpson  
Fillmore Riley LLP



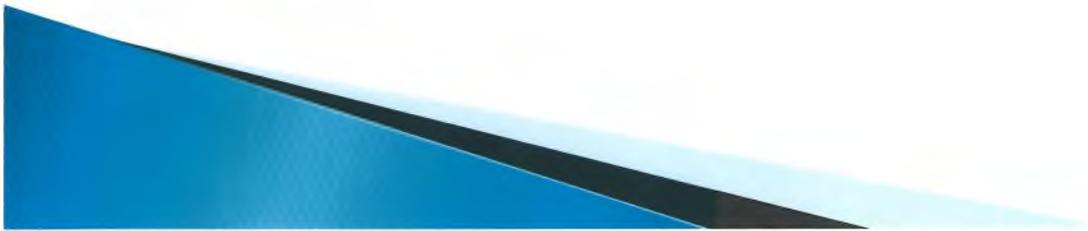
# Mandatory

- ▶ Under *The Workplace Safety and Health Act*, RSM 1987, C.W210, Workplace Safety and Health Regulation, 217/2006: an employer must develop and implement a written policy to prevent harassment in the workplace and ensure that workers comply with the harassment prevention policy.
- ▶ It is illegal to knowingly allow or condone harassment and workplace violence.



# Employer – Obligation

- ▶ The obligation is on the Employer to provide a harassment free work environment
- ▶ Trustees, collectively, are the Employer and as such, the obligation falls upon them



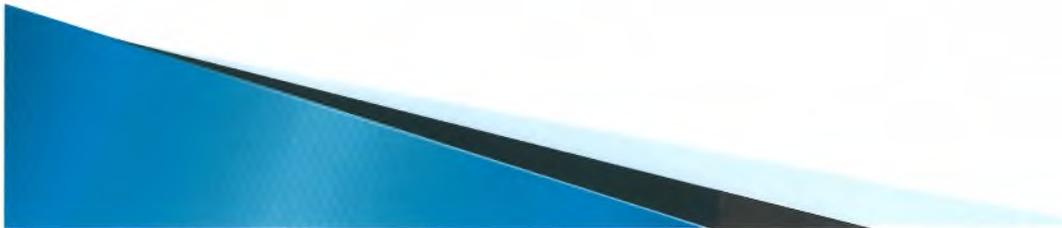
# Presentation Outline

- ▶ Focus primarily on:
  - Prohibited Conduct
  - Complaint and Investigation Process
  - Special Considerations – Trustees
  - Questions



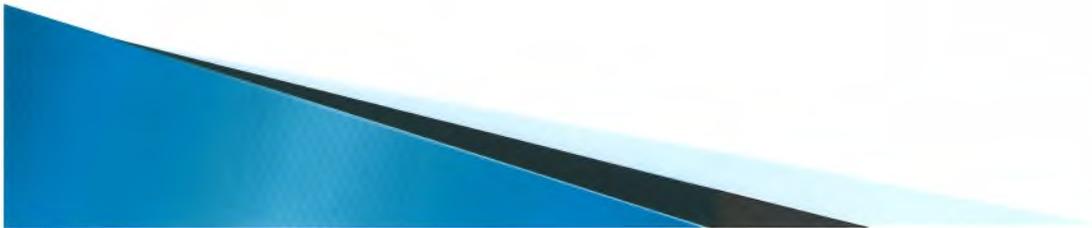
# What is harassment?

- ▶ **“Harassment”** means any objectionable conduct, comment or display at, or towards, another employee which creates a risk to the health of the employee. Harassment includes:
- ▶ Harassment based on prohibited grounds, which includes harassment based on grounds of race, creed, religion, family status, color, sex, sexual orientation, marital status, disability, physical size or weight, age, nationality, ancestry or place of origin;
- ▶ Sexual harassment, which includes offensive or humiliating behavior based on a person’s sex; behavior of a sexual nature that creates an intimidating, hostile or poisoned work environment; or behavior that could be reasonably thought to put sexual conditions on a person’s job or job opportunities. Examples include: questions and discussions about a person’s sexual life; persisting in asking for a date after having been refused; writing sexually suggestive letters/notes or emailing sexual jokes; and



# Harassment cont'd

- ▶ *Psychological harassment*, which includes bullying or abuse of authority which creates a risk to the health of another employee. This type of harassment consists of a single instance or repeated instances of objectionable and unwelcome comments or conduct directed at another person which serves no legitimate work purpose and has the effect of interfering with the other person's work performance or creating an intimidating, humiliating or hostile work environment.



# What does not constitute harassment?

- ▶ The exercise of normal management activities does not constitute harassment. Normal management of discipline, work performance or absenteeism, the assignment of tasks, the application of progressive discipline and even termination of employment constitute the legitimate exercise of management rights. These actions do not constitute psychological harassment as long as management rights are not exercised in an abusive or discriminatory manner.
- ▶ Difficult conditions of employment and professional requirements, job related stress and organizational changes that are justifiable on an economic or technological basis where they affect personnel in a manner that is not arbitrary.



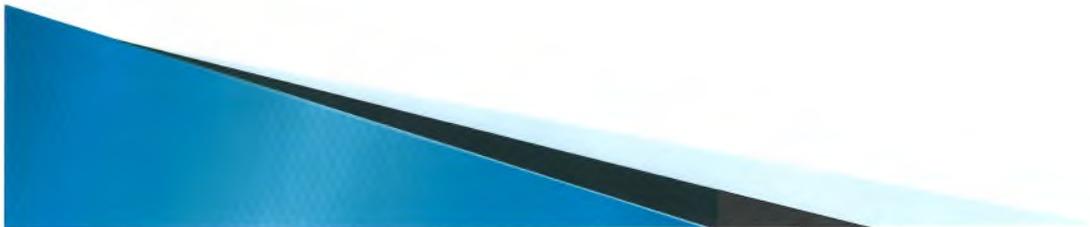
# Complaint Process

- ▶ Formal complaint required – policy language
  - Should be mandated prior to investigation
  - In writing
    - Signed and dated
    - Require specifics:
      1. What is alleged to have happened?
      2. Who is alleged to have been involved?
      3. When / where the alleged misconduct occurred?
      4. What specifically was said?
      5. Any witnesses?



# Remember Privacy Laws

- ▶ When collecting, using and disclosing personal information during an investigation, you must comply with applicable privacy legislation.
- ▶ Some things to keep in mind:
  - Use caution when using or disclosing personal information.
  - The investigation may be subject to disclosure in subsequent proceedings



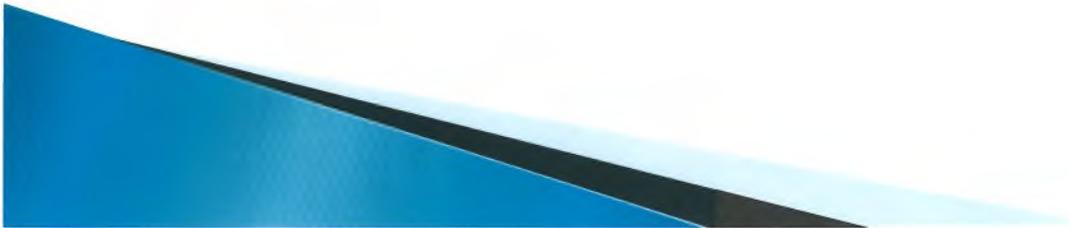
# In Camera Obligations

- ▶ Apart from privacy law is an obligation on trustees to treat the information received in camera as confidential
- ▶ In camera is not an absolute right to confidentiality – may be disclosed by court order
- ▶ Be mindful of notes and records of in camera sessions



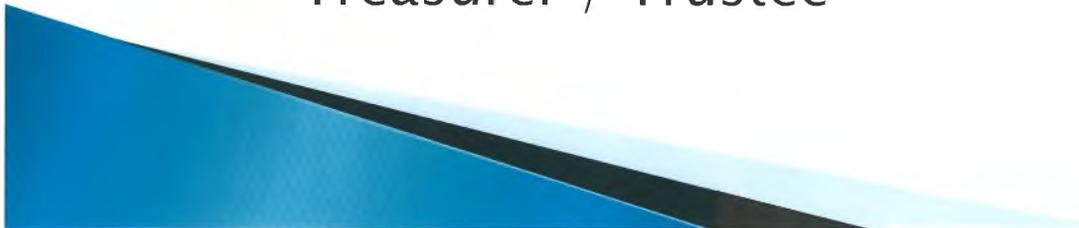
# Confidentiality

- ▶ Be cognizant of your obligations as a trustee to maintain confidentiality
- ▶ You should not disclose any information you receive in camera
- ▶ You should not disclose any legal opinions obtained



# Problem Areas–External Investigator

- ▶ General Practice – Investigator is the Superintendent or Designate
  - Designate – most often Human Resources
    - Predominately for Employee driven complaints against other employee – e.x. teacher / principal
- ▶ When to consider going external?
- ▶ Who are the Complainant / Respondent
  - Superintendent / Assistant Superintendent / Secretary  
Treasurer / Trustee



# Key Question – Independence

- ▶ Is there a concern that the investigation will be perceived to be biased based on the relationship between the investigator and the respondent
  - Power Imbalance – does the respondent exercise some control over the investigator?
  - Relational – is there a personal relationship between the investigator and the respondent?



# Other Reasons for External

- ▶ Common Issue:
  - Complaint by employee against union
- ▶ Don't want to be perceived as favouring certain interests over others
- ▶ Any circumstance where there could be a perceived conflict, both because of the relationship of the parties or the effect of the decision



# Benefits of External

## ▶ Impartial

- No realistic allegation that the investigator was biased
- No realistic allegation that the result reached was the desired result of the employer.

## ▶ Solicitor Client

- Investigator can be retained by counsel and, arguably, preliminary discussions and draft reports are privileged



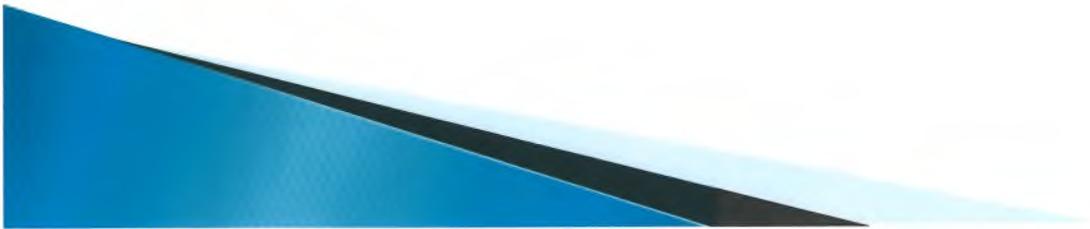
# Whistleblower – Protection?

- ▶ The Public Interest Disclosure Act
  - Applies to School Divisions, but...
  - An act or omission that creates a substantial and specific danger to the life, health or safety of persons....
  - Arguably, the protection would not apply.
- ▶ Workplace Safety and Health Act
  - Protection should be included in the policy
  - No employer can take discriminatory action against an employee for exercising a right...



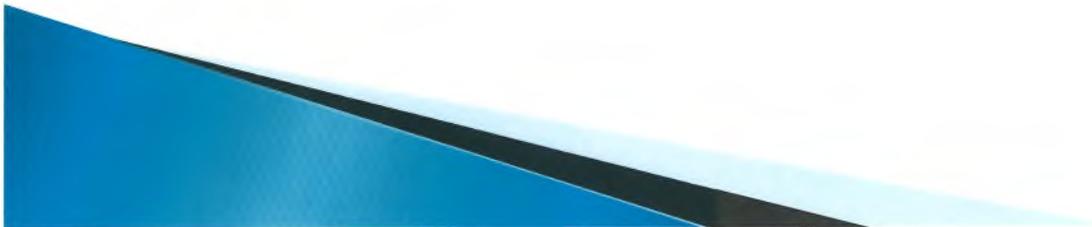
# Respondent Trustee

- ▶ If the alleged harasser is a Trustee:
  - Typically, the chair would control the process
  - Contact legal counsel
  - Retain an external investigator
  
- If the Chair is the alleged harasser, the Board should appoint a “contact trustee”



# Trustee – found “guilty”

- ▶ Complaint is substantiated, now what?
  - Not an employee – so how to address?
  - Are they governed by the Harassment Policy?
    - Expressly state that the policy applies to trustees
  - What does the Code of Conduct say?
    - Expressly states Trustees will adhere to Divisional policies
- ▶ Legislation requires that the Employer takes steps to remedy the harassment
- ▶ So, implement corrective measures



# Practical Problem – Harassment

## ▶ Public Schools Act

- What can the Board do to enforce the corrective behavior?
- Are they limited by the Act?
  - Section 35.2 – limits Board Action
  - But – about a breach of Code of Conduct...
  - What does the Code of Conduct require

## ▶ Workplace Safety and Health – Regulation

- 10.2(1) c) the employer will take corrective action respecting any person under the employer's direction who subjects a worker to harassment...
- Broad power under the harassment legislation – can work in conjunction with the Code of Conduct
- Corrective action is implemented



# Corrective Action

- ▶ The proper corrective action will vary based on the circumstances
- ▶ Most common involving trustees:
  - Declaration – violation of policy
  - Mediation
  - Change reporting structure – communication through intermediary
  - Acknowledgment / Apology



# Trustee – Sanction

## ▶ Trustee Rights

- Is the trustee allowed to be present for discussion?
  - Consider the Code of Conduct
  - Generally, has the right to be present for discussion
  - So, Chair, control the process – make it orderly
  - Establish a procedure in advance
    - Who will talk – for how long – in what order
  - Not an opportunity to challenge the investigation report or give further evidence in the absence of the Complainant
- When do they need to recuse themselves?
  - When the decision is being made



# Can They Vote?

- ▶ The vote must be done in a public motion
- ▶ The Trustee does not have the right to vote
- ▶ But, practically for a barring or suspension – requires a 2/3 vote of all members of the School Board
  - So, it in essence treats the Trustees vote as a “no”



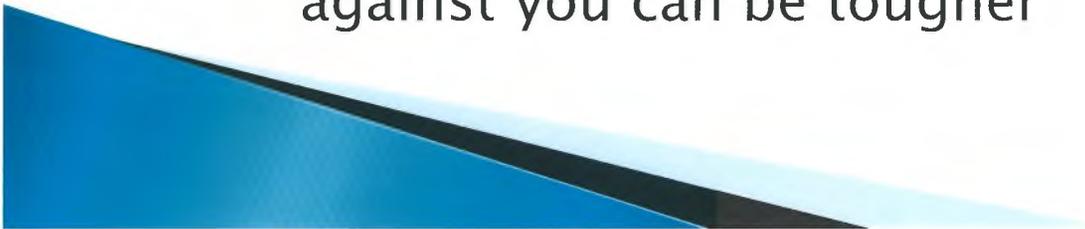
# Code of Conduct – Take Away

- ▶ Consider updating the Code of Conduct
  - Should require that Trustees adhere to Divisional Policy – subject to harassment policy / respectful workplace policy
  - Consider what the Code says for conflict
    - May wish to expand when Trustees need to recuse themselves
    - “Any personal or financial interest beyond that as a ratepayer...” or words to that effect
    - Perhaps consider including a process for recusal – with final authority of the chair



# Can a Trustee be Harassed?

- ▶ Technically, Trustee wouldn't be considered a worker under the Act
- ▶ But often the policy is broad enough to include – often inclusive definition
- ▶ Practically –
  - By Employee – discipline can result
  - By Parent – can be challenging
  - Keep in mind that as an elected official – conduct against you can be tougher



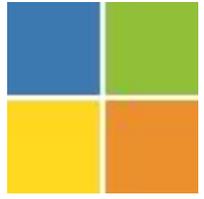


# **Manitoba Ombudsman: The Public Interest Disclosure (Whistleblower Protection) Act**

**Lori Roberts**, Manager - Public Interest Disclosure Investigations

**Meghan Gallant**, Public Interest Disclosure Investigator

Manitoba School Boards Association 2019 Convention – March 14, 2019



# About the Office of the Ombudsman

- Independent office of the Legislative Assembly of Manitoba, established in 1970 to support and promote principles of fairness, equity and accountability
- Not part of any government department or agency
- Conduct independent, impartial and non-partisan investigations into:
  - Complaints regarding access to information and privacy matters (FIPPA & PHIA)
  - The fairness of government actions or decisions (Ombudsman Act)
  - Serious “wrongdoings” that a discloser believes has occurred in the public service (**PIDA**)
- Monitor and report back on the implementation of inquest report recommendations



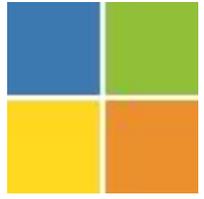
# Purpose of The Public Interest Disclosure (Whistleblower Protection) Act (PIDA)

- Facilitate disclosure and investigation of significant and serious matters in or relating to the public service that are potentially unlawful or dangerous to the public interest
- Protect persons who make disclosures
- The outcome:
  - to determine whether “wrongdoing” has occurred
  - To make recommendations for corrective action
- 10 year report available:  
<https://www.ombudsman.mb.ca/uploads/document/files/pida-ten-year-review-en.pdf>



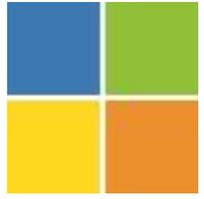
# Who does PIDA apply to?

- Employees and officers in the public service – e.g. government departments, bodies, agencies
- Crown corporations – e.g. Manitoba Hydro, Manitoba Public Insurance Corporation
- Boards – e.g. Workers Compensation Board, Municipal Board, Social Services Appeal Board
- Commissions – e.g. Residential Tenancies Commission, Human Rights Commission
- Regional Health Authorities, hospitals, personal care homes
- Universities, colleges
- Interdependent offices of the Legislative Assembly – e.g. Auditor General, Chief Electoral Officer, Manitoba Advocate for Children and Youth, Office of the Ombudsman
- School Divisions, School Districts **(NEW)**
- Municipalities as designated by regulation **(NEW)**



# What is a “wrongdoing”?

- Significant or serious act or omission in the public service
- Defined as:
  - Offences under an Act or Regulation
  - Acts or omissions that create **substantial** and **specific** danger to the life, health or safety of the public or the environment
  - Gross mismanagement
  - Directing or counseling an employee to commit a wrongdoing



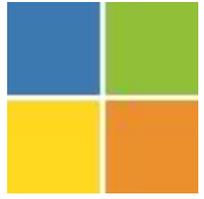
# Who can make a disclosure of wrongdoing

To a public body:

- Employees of public bodies under the jurisdiction of PIDA

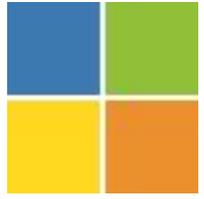
To Manitoba Ombudsman:

- Employees of public bodies under the jurisdiction of PIDA
- Members of the public
- Private sector employees
- Persons contracting with government



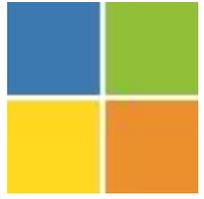
# Requirements for a “disclosure”

- To be a disclosure of wrongdoing under the PIDA, the disclosure must be:
  - made to the appropriate individual
  - made in “good faith”
  - in writing and contain:
    - a description of the wrongdoing
    - the name of the person(s) alleged to have committed (or be about to commit) the wrongdoing
    - the date of the wrongdoing
    - whether the wrongdoing has already been disclosed and a response received



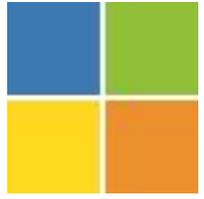
# Confidentiality and Anonymity

- Confidentiality of whistleblower (WB) identities must be maintained as much as possible
- Supervisors, Designated Officers (DOs) and employees (including WBs) are responsible for maintaining confidentiality
- Anonymous disclosures may make it difficult to investigate or substantiate, however they must be acted on whenever possible
- Evidence gathered in investigations is not subject to FIPPA



# Assessment of Allegation(s)

- Consider that if the alleged actions or omissions were true, will they:
  - Amount to an offence under a law
  - Create a specific, identifiable, and serious risk to a person/environment that is reasonably likely to happen
  - Prevent a public body from carrying out its mandate
  - Affect the public interest or have an impact on public trust
  - Represent systemic and repetitive acts, decisions or omissions
  - Amount to gross deviation from established policies/procedures
  - Demonstrate willful counsel or direction of another person to commit a wrongdoing



# Examples of what is investigated

- Misappropriation of public funds or assets
- Serious risk of danger to persons – e.g. deficient equipment or procedures
- Abuse of vulnerable individual(s)
- Conflict of Interest – e.g. employee operating a private business using public funds or property
- Significant/substantial deviation from policies or procedures



# Decisions not to investigate under PIDA

- Matters that can be referred out for more appropriate handling under another Act
- Frivolous or vexatious disclosures or the subject matter is not sufficiently serious
- Too much time has passed between wrongdoing and disclosure that investigation would not serve a useful purpose
- Disclosure is regarding a matter that resulted from a balanced and informed decision-making process or routine operational procedure
- Adequate particulars about the wrongdoing are not provided



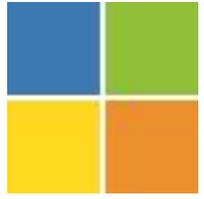
# Decisions not to investigate under PIDA (cont.)

- Human resource issues or concerns better handled through:
  - Employment agreement or collective agreement
  - Internal grievance/complaint procedures
  - Consultation with legal counsel
  - Manitoba Labour Board
  - Manitoba Human Rights Commission



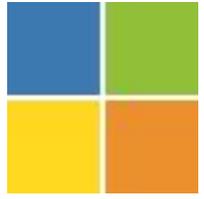
# Roles and Responsibilities – Manitoba Ombudsman

- Review and investigate disclosures of wrongdoing
  - May facilitate resolution within the public body
  - May refer the disclosure to the designated officer
  - May refer to the Auditor General
- Provide advice to employees, designated officers and the public
- May request a copy, review and make recommendations regarding procedures established under the Act **(NEW)**
- Review and investigate complaints of reprisal **(NEW)**



# Roles and Responsibilities – Public Body

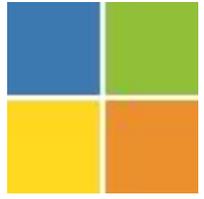
- **Employees** – report wrongdoing in good faith, cooperate during an investigation, provide information required by the designated officer or Manitoba Ombudsman
- **Supervisors** – receive disclosures from an employee and refer disclosures to the designated officer
- **Designated Officer (DO)** – appointed by the chief executive, provide advice to employees considering making disclosures, conduct investigations of disclosures
- **Chief Executive** – **establish and maintain procedures**, designate senior official as the DO, communicate information about PIDA and procedures to employees **annually**, prepare an annual report on disclosures of wrongdoing



# Public Body PIDA procedures

## 1. Define the purpose of the Act and procedures

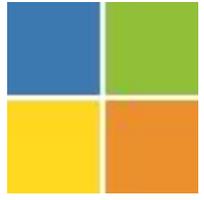
- Facilitate the disclosure and investigation of wrongdoing
- To bring wrongdoing to the attention of the Public Body and identify corrective measures to be taken
- Protect those who make disclosures
  - Define reprisal
  - explain protection from reprisal
  - Direct complaints of reprisal to Manitoba Ombudsman



# Public Body PIDA procedures

## 2. Define wrongdoing to which the PIDA applies

- Use PIDA *section 3 (a-d)*
- If providing examples of wrongdoing, ensure they are applicable to the definition
- Explain that if the reported concern does not fit into one of the defined categories there may be another policy or procedure for handling the matter

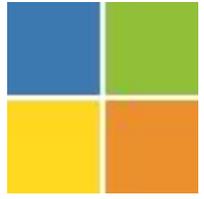


# Public Body PIDA procedures

## 3. Procedure content – section 5(2)

### a) Receiving & reviewing disclosures – including timelines

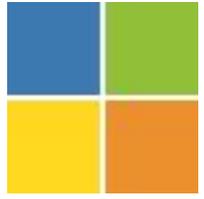
- Identify which senior official has been designated as the DO for the purpose of PIDA
- Employees can request advice from DO or Manitoba Ombudsman and reprisal protection applies
- Information on format, content and to whom a disclosure can be made
- Set out time frames for acknowledging to WB the receipt of the disclosure
- Inform WB if decision is made not to investigate, with reason, and advise that a disclosure can still be made to Manitoba Ombudsman



# Public Body PIDA procedures

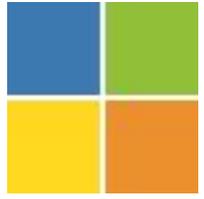
## b) Investigating using principles of procedural fairness and natural justice

- DO has responsibility to investigate disclosures received
- “principles” apply to WB, witnesses and alleged wrongdoer(s)
- DO can require employees to produce any relevant documents/records and to be interviewed (**NEW**)
- Alleged wrongdoer will have opportunity to respond to allegations
- DO must recuse themselves if there is a bias or conflict of interest
- Maintain ongoing communication with the WB regarding status of investigation



## Public Body PIDA procedures

- c) Respecting confidentiality in relation to disclosures and investigations**
  - Disclosure files kept confidential, maintained in secure location and protected from unauthorized access
  - Information can be disclosed even if another act prohibits or restricts that information (with exceptions)
- d) Protecting the identity of those involved in the process**
  - Emphasize that the focus will remain on detecting and remedying wrongdoing



# Public Body PIDA procedures

## e) Reporting the outcomes of investigations

- Report prepared upon completion of investigation including findings and recommendations
- Report is provided to the Chief Executive
- Report is not made public
- The WB is informed of the results of the investigation
- Annual report on PIDA

## f) Other matters specified in the regulations

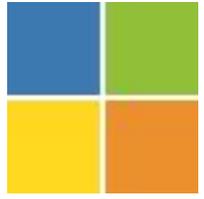
- Explain circumstances for referrals and that WB will be advised of referral



# Public Body PIDA procedures

## 4. Other Recommendations/Considerations

- Tone – encourage (not discourage) the reporting of wrongdoing
- Define roles: employee, supervisor, designated officer, chief executive, Manitoba Ombudsman
- Disclosure form to guide WB on information required
- Identify when a disclosure is being made and establish timelines for reprisal protection
- See Civil Service Commission for example of PIDA procedures:  
<https://www.gov.mb.ca/csc/whistle/>



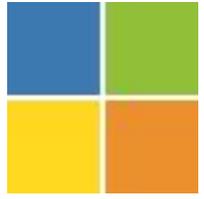
# Investigation Report on findings

- Analysis and report
  - A draft copy of the report with recommendations goes to respondent to review and make representation prior to finalizing (**suggestion**)
  - Final copy to chief executive
  - Report is not made public
  - Discloser must be informed of the results of the investigation
- Manitoba Ombudsman investigation
  - May ask chief executive to report on the steps taken to give effect to recommendations in the report



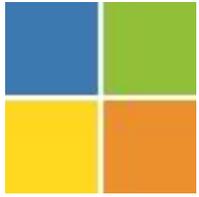
# Annual Report

- Must be prepared on any disclosures of wrongdoing made to a supervisor or designated officer
  - The report must include:
    - # of disclosures received and number acted on and not acted on
    - # of investigations opened as a result of a disclosure
    - When wrongdoing was found following an investigation, include description of wrongdoing and recommendations or corrective actions taken OR why no corrective action was taken
  - Must NOT include any identifying information about the discloser
  - Can be included in the annual report of the public body



# Annual Report - considerations

- Reports should demonstrate transparency and provide the public with information that the public body is maintaining high standards of ethical and accountable conduct
- Consider including:
  - Recommendations made or actions taken even when wrongdoing was not found
  - Reasons why disclosures were not acted upon
  - Reasons why an investigation was declined or discontinued



**Number of Recommendations Made 2007-2017  
– By Year**

2007	-
2008	10
2009	-
2010	-
2011	3
2012	10
2013	-
2014	-
2015	2
2016	17
2017	33
<b>Total</b>	<b>75</b>

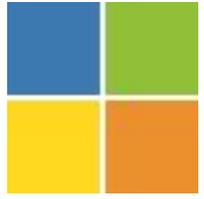
**Number of Recommendations Made 2007-2017 – By Subject**

Develop policies/procedures: asset management, financial controls	24
Develop policies/procedures: medical or clinical-related processes, documentation	8
Develop policies/procedures: employee monitoring and oversight	2
Develop policies/procedures: other	8
Revise internal policies to align with other government policies/legislation	9
Review and/or adjust staffing levels	2
Train staff on policies/procedures	12
Engage external body to conduct additional review/investigation	3
Conduct internal review/investigation	5
Develop internal investigation and reporting procedures	2
<b>Total</b>	<b>75</b>



# Reprisal Protection

- Reprisal protection applies to **employees** of public bodies who have:
  - Sought advice about making a disclosure from his or her supervisor, designated officer, chief executive or the Ombudsman;
  - Made a disclosure; or
  - Cooperated in an investigation under this Act
- Reprisal includes:
  - Disciplinary measure
  - Demotion
  - Termination of employment
  - Any measure that adversely affects employment or working conditions
  - A threat to do any of the above



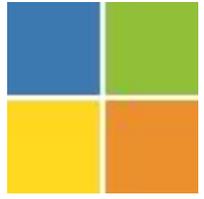
# Reprisal Complaints

- A written complaint of reprisal can be made to Manitoba Ombudsman and investigated using powers under PIDA (**NEW**)
  - Determine whether reprisal occurred in conjunction with the employee seeking advice or making a disclosure or participating in an investigation of wrongdoing
  - If substantiated, **recommendations** can be made by Manitoba Ombudsman, such as:
    - Reinstatement to duties
    - Compensation
    - Cease an activity of reprisal
    - Rectify a situation resulting from reprisal



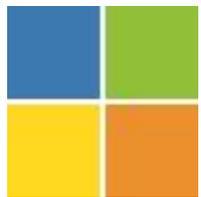
# Further complaint to Manitoba Labour Board

- Can be made by an employee or former employee if:
  - The Ombudsman decides not to investigate or ceases investigation without making a report
  - The employee or former employee is not satisfied with the findings or recommendations made by the Ombudsman
  - 60 days have elapsed from recommendations being made by the Ombudsman and the employee is not satisfied with steps taken to give effect to the recommendations
- Complaint would be handled as a new hearing
- If reprisal complaint is substantiated the board may **order** corrective measures be taken



## Reprisal is an offence

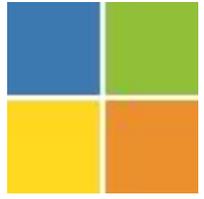
- Employers of private sector employees shall not take reprisal action against their employees for providing information to the Ombudsman, or believing they will.
- A person acting on behalf of a public body shall not take the following reprisal against persons or parties contracting with them for providing information to the Ombudsman:
  - Terminate a contract
  - Withhold payment that is due and payable under a contract; or
  - Refuse to enter into a subsequent contract
- Reprisal under PIDA constitutes an offence, punishable by a fine of up to \$10,000



# Summary

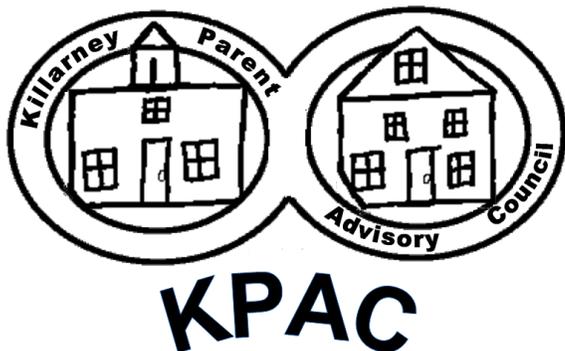
**The Public Interest Disclosure (Whistleblower Protection) Act** facilitates the disclosure and investigation of significant and serious matters in or relating to the public service while protecting those who make disclosures.

As a public body under the Act, you have the opportunity to demonstrate and maintain a culture that supports employees who make disclosures in good faith; and to detect and remedy wrongdoing.



## Contact Us

- Email: [ombudsman@ombudsman.mb.ca](mailto:ombudsman@ombudsman.mb.ca)
- Phone: 204-982-9130 or 1-800-665-0531 (toll free in Manitoba)
- Web: [www.ombudsman.mb.ca](http://www.ombudsman.mb.ca)
  - Ombudsman Division → The Public Interest Disclosure Act
- Facebook: [www.facebook.com/manitobaombudsman](http://www.facebook.com/manitobaombudsman)
- YouTube: [www.youtube.com/user/manitobaombudsman](http://www.youtube.com/user/manitobaombudsman)



Killarney Parent Advisory Council

Box 2500

Killarney MB R0K 1G0

killarneyparentadvisorycouncil@gmail.com

February 11, 2019

Manitoba Commission on Kindergarten to Grade 12 Education

Dr Janice MacKinnon and Clayton Manness, Co-Chairs

470 – 800 Portage Avenue

Winnipeg, MB R3G 0N4

**RE: Submission by the Killarney Parent Advisory Council to the Commission on Kindergarten to Grade 12 Education**

Dear Dr MacKinnon and Mr Manness,

As the Chair of the Killarney Parent Advisory Council (KPAC) in the Turtle Mountain School Division (TMSD), I am writing with regards to the public education review announced by the provincial government to be undertaken in 2019/2020.

The mission of the Killarney Parent Advisory Council (KPAC) is “to work in partnership with educators and administrators to fulfill the educational potential of our children with continual communication and commitment and to educate, inform, and empower parents to be true partners in the education of their children”. We strongly believe in the ability of our parents and our community to be actively engaged in the education of our children. It is for this reason that we are providing this submission to the Commission on Kindergarten to Grade 12 Education.

The KPAC welcomes a review of our public education system, principally the areas of focus indicated by the provincial government including student outcomes, long-term sustainability and enhanced public confidence in our public schools. However, we are very concerned that part of this review will involve the possibility of school division amalgamation. We would like to emphatically state that the KPAC opposes any mandated reduction in the number of school divisions in Manitoba. As the 2001 Owens Report found, the elimination or amalgamation of school boards does not result in any significant savings and in fact would more than likely mean higher costs in the long term. Furthermore, a recent Probe Research survey found that Manitoba public opinion favours keeping our current system of local elected school boards over amalgamation or direct provincial oversight.

Our community has experienced continuous, significant growth in our population and we have been able to work closely with our local school trustees to make immediate, impactful changes. We believe that school boards that are local and elected, as opposed to appointed, will always understand and envision our community's needs in a timelier manner. More importantly, as parents, we value our ability to have ownership over our children's educational needs. By removing our local school board, the provincial government would effectively remove this ability from parents and the community.

The KPAC has always had an open and trusted partnership with our local Turtle Mountain School Board. As local community members, each one of our Trustees understands the challenges of living and working in our rural area. They have shown their willingness to work closely with the school and parents to ensure that, as our community grows, the school will have the programming, services and support that our children need.

Over the past few years we have worked with our local school division to achieve three phases of our Killarney School Community Playground Project. Our parent council saw the wear and tear of time on the outdoor equipment. Unfortunately, replacement of playground equipment is not covered by the provincial capital funding. But our local school division recognized the importance of this project and supported our efforts to fundraise, purchase and install new playground equipment. Furthermore, the Turtle Mountain School Division reviewed its playground equipment reserve fund policy and made us aware that while they could not fund the project, they could provide an annual allocation of funds adjusted to reflect the increased cost of equipment that was installed. This is a perfect example of working with local school boards to reflect the local choices of their community.

Without a local school board, and trustees who are able to make budgetary decisions in response to local educational needs, Killarney, Boissevain and Minto would not have achieved a number of initiatives in the past few years to address the important learning needs of our children within our communities. Some of these included:

- Full day, every day kindergarten
- Numeracy/literacy teacher leaders
- Internship programs
- Video conference high school programming
- Fiber optic internet connectivity
- A division social worker
- Educational assistant support
- Significant additional funding for personal development
- Immediate response to teaching requirements resulting from a large population increase in our early years program

Our local School Board's belief in being proactive to address and identify educational needs in our community has also resulted in supporting pre-school children through dedicated programs such as:

- Pre-school wellness fairs
- 'Promise Years' – clinician services accessibility

Finally, our School Board has supported our teachers and administrators in their professional growth and their desire to work with colleagues on important educational needs through programs such as:

- Professional development
- The Manitoba Rural Learning Consortium

The KPAC supports the important work of local school boards and particularly their ability to manage our property taxes for education. Not only does this allow our community to hold local government to account for how these tax dollars are allocated, but it keeps those dollars in our communities. Amalgamation would not only take this power away from our community but it offers absolutely no guarantee that those dollars would stay in our community. Our school board has effectively dealt with the government's recent administrative cuts and ongoing funding shortfalls, but to remove the school property tax would be injudicious given our local educational needs.

The KPAC looks forward to presenting our thoughts and concerns about the educational review at the public consultations. I look forward to receiving information about the consultation process and how we can further participate in this important evaluation to ensure our local voices are heard.

I look forward to your early reply.

Sincerely,

Original signed by

Jane Ireland, Chair  
Killarney Parent Advisory Council

Cc Honourable Cliff Cullen, Minister of Justice and Attorney General  
Honourable Kelvin Goertzen, Minister of Education and Training  
The Honourable Brian Pallister, Premier

## Amalgamation talk raises concerns

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The Municipality of Grassland would like to take this opportunity to respond to some of the issues and implications inherent in Manitoba's pre-budget consultation process. Our council is concerned that this commission should not just be a pre-cursor to forced school board amalgamations but a true consultation regarding education issues in the province. Our municipality, like many others, is a relatively new one, established as a result of the amalgamation of three former municipalities. While we have done our best to make it work well for us, we strongly opposed the way the then provincial government handled the process; the complete disrespect shown to municipal officials will not soon be forgotten.

Like previous RHAs and previous school divisions, municipalities fought against forced amalgamation in isolation. After it became very apparent that there was a popular wave of strong opposition to the process, it was much appreciated at the time that what was then Her Majesty's Loyal Opposition stepped in as our champion, although to no avail.

Now the shoe is on the other foot and the current provincial government is the party pushing amalgamation. Because municipalities, like school boards, have a responsibility to defend the interests of our communities, we believe it is appropriate that we offer our perspective on this issue.

The consultation process involves a survey that can be completed online. The problem is that the survey is composed of leading questions that, at first glance, can only be answered one way (Do you support better value for money?) and the answers would then be taken as justification and

public support for amalgamations. The underlying assumption is that amalgamating school divisions into larger units or even eliminating school boards altogether would deliver big cost savings.

Amalgamation has been a recurrent theme in many jurisdictions over many years, promoted by governments of all political stripes. However, most of these actions, when studied after the fact, are revealed to have created no cost savings.

If local people are not involved in local decision-making, who will advocate for smaller schools and local programming? In addition to the questions contained in the survey, there are other relevant questions that could have been asked:

- Do you favour more students travelling more miles on buses?
- Does your school play a role in community development?
- Are you in favour of local employment?

The preamble to the survey seems to suggest that if the proposed actions were taken, the school tax portion of our property tax would be eliminated. This is very disingenuous as it would actually only be diverted to either a larger school division or to provincial coffers.

The province should be studying the larger real issue of how education funding is generated instead of proposing big disruptive changes in pursuit of fictitious cost savings.

Submitted by the Council of the Municipality of Grassland, March 22, 2019

Brandon Sun – March 26, 2019

## Municipality speaks out against school division mergers

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The Municipality of Grassland is speaking out against the amalgamation of school divisions, a move that may be considered as part of the provincial government's ongoing review of the education system.

In a letter sent last week to elected officials, media organizations and others, the municipality said while the underlying assumption is amalgamating school divisions - or eliminating them outright - would result in large cost savings, studies have shown the opposite.

The Municipality of Grassland was formed in 2015 through the amalgamation of the RMs of Cameron, Whitewater and the Town of Hartney.

"It's already happened once in our area years ago with amalgamation of school boards, but our biggest concern is the keeping of the local schools open," Grassland Reeve Blair Woods said.

"It seems to be a draw to go bigger all the time and we're not exactly jumping up for joy on that one."

The Manitoba government has set up a commission to review the province's K-12 school system, including ways to improve literacy, graduation rates and test scores in math and science.

The commission will also look at the number of school divisions, and Education and Training Minister Kelvin Goertzen has said previously that many people believe the number of elected school board members, which is approximately 290, is too high.

"I'm not ruling out any sort of recommendations that (may) come forward, but we'd need to see some evidence that it's the right number." Goertzen told The Canadian Press earlier this month.

"I certainly hear more people talk about less than more, particularly in Winnipeg, where you have a number of different divisions."

While the review is expected to finish by early 2020, Woods said the biggest thing for him will be a transparent process.

"The school boards take care of the local interests, and that's what's important, just like our municipality takes care of the local interests too," he said. "We're the feet on the ground."

Turtle Mountain School Division Supt. Tim De Ruyck said the local school board asked to meet with the RMs in the division, as well as different employee groups and parent councils, to raise awareness about the education review and to dispel some of the "myths" around education-related taxes.

The presumption, he said, has been that those levies will be eliminated when they would actually be diverted to a larger school division or directly to the province.

De Ruyck also pointed to a study from the Frontier Centre for Public Policy in Winnipeg, which found that overall spending by amalgamated school divisions in the 2000s was greater than prior to amalgamation.

"(It's) the whole notion of local voices and local choices, but there's a lot of merit in keeping the authority over public school divisions local and that's the overarching theme," he said.

The province has also hired, as the lead consultant for the commission, Avis Glaze, who produced a report for the Nova Scotia government last year that led to the province replacing its English-language school boards with an advisory council.

Glaze also recommended that school principals and vice-principals no longer be part of the teachers union.

While he did not know if Glaze's hiring was an indication that school boards would be eliminated in Manitoba, De Ruyck said his hope was that factors, such as geography, culture and climate, would be strongly considered as opposed to a "one-size-fits-all model."

Southwest Horizon School Division board chair Janice McDonald said she too was concerned about the hiring, but hoped the province would "really listen to the people that are out in the schools, in the communities, and really taking advice from the ones who know the system best."

McDonald added that the division is also encouraging communities, including clubs, churches and businesses, to write letters to the commission as well.

The commission will be taking written submissions until the end of May and plans to set dates for presentations after that.

## WHAT CAN I DO TO MAKE MY VOICE HEARD

Stay informed on this issue. Talk to your local school board. Connect with Swan Valley School Division on social media. Look for information in your mailbox, the Star and Times and ValleyBiz. Listen to local radio for updates as well. All of these mediums will be used to share information

and provide updates as they become available. You are strongly encouraged to participate in this review, whether it is speaking at a public meeting, sending in an online submission or completing the survey when it becomes available, it is critical that your voice be heard.

## HOW WILL MANITOBANS BE ABLE TO PARTICIPATE

The government has said, "all Manitobans are encouraged to participate in the consultation process, which will run from February to May 2019. You can participate by attending a public meeting, submitting a written report or by filling out an online survey."

## SVSD BOARD OF TRUSTEES CONTACT INFORMATION

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## OTHER RESOURCES:

[www.svsd.ca](http://www.svsd.ca) [www.mbschoolboards.ca](http://www.mbschoolboards.ca)  
[www.edu.gov.mb.ca/educationreview](http://www.edu.gov.mb.ca/educationreview)

Every Manitoban has a stake in the future of our children. As taxpayers, it is your right to speak up and be heard. Remaining silent should not be an option when it comes to how your tax money is used concerning our kids, their future and our society's future.



# BECAUSE OUR SCHOOLS BELONG TO COMMUNITIES LOCAL VOICE MATTERS



## BRINGING AWARENESS OF POTENTIAL REVIEW IMPLICATIONS

Details of the announced K-12 education review are beginning to be released. In an effort to engage the residents of the Swan Valley and surrounding areas, the Swan Valley School Division

has prepared this package of information to bring awareness to the review, and the potential implications to the future of education not only within our division, but the province of Manitoba.

## WHAT IS THE TIMELINE

The Commission has said that from February to May 2019, online engagement as well as public and stakeholder meetings will occur. Analysis and formulation of recommendations will occur between June 2019 and January 2020 with the final release of the recommendations in March of 2020.

*Local voices making great local choices because the people making the choices live and work in the Valley!*

*Ready to succeed.*



A message from the  
Swan Valley School Division

# WHAT IS THE EDUCATION REVIEW?

The Provincial Government is launching a K-12 education review led by a nine-member Commission tasked with proposing a “renewed vision” for K-12 education and making “bold recommendations to ignite change” within the existing systems and programs that will inspire excellence in teaching and learning.

Six broad areas of focus have been identified:

1. Long-term vision- What should the goals and purpose of K-12 education be in a rapidly changing world?
2. Student learning- What are conditions required to achieve excellence in

student achievement and outcomes in Manitoba?

3. Teaching- How can teachers and school leaders become more effective?
4. Accountability for student learning? How can the education system develop a stronger sense of shared accountability for student learning?
5. Governance- What type of governance structures are needed to create a coordinated and relevant education system?
6. Funding- What actions are required to ensure that the education system is sustainable and provides equitable learning opportunities for all children and youth?



*To create an inspiring learning community, where we all belong, contribute and succeed.*

# YOUR LOCAL SCHOOL BOARD IS WORKING FOR YOU

The Swan Valley School Division celebrated its 50th Anniversary last year. During its 50 year existence, local citizens have had an active voice in shaping the educational system that we have in the Valley. Over the years local voices have made local choices, resulting in huge benefits to our children. Some decisions that were made locally are:

- offering a K-12 French Immersion program
- providing full-day Kindergarten
- creating one Regional Secondary School for all students in the Valley
- providing a wide variety of technical vocational programs, with first class shop space which mirror industry standards containing the latest tools and equipment
- installing a fiber optics network allowing for greater internet and communication capabilities
- providing band, drama and visual arts programming
- partnering with University College of the North (UCN) to offer dual credit opportunities to our high school students. Students may graduate high school having all ready earned post-secondary credits
- welcoming and allowing UCN to utilize our shop space to offer programming to college/adult students
- partnering with local groups to operate daycare and early years programming in our schools
- providing stakeholders the opportunity for meaningful involvement in the creation of the SVSD Strategic Plan
- involving parent and staff representatives in the hiring of school principals
- collaborating with all municipal governments on a number of projects, for example doctor recruitment initiatives, the electoral boundary revision submission and joint facility usage agreements
- providing additional funding above Provincial support for our Special Education Programs
- implementing recommendations of the Truth and Reconciliation Commission
- providing the Swim for Life program to all students grades 3-7
- partnering with a number of community groups to support families

# FACT OR FICTION?

We are strongly encouraging all citizens to make their voices heard when given the opportunity. Amalgamation, governance and funding are all topics that will be addressed during the review, the following information is intended to validate some truths, and dispel some myths.

School boards are opposed to the review.

**X** FICTION School boards welcome the review. If we can find ways to save money while increasing learning, create more opportunities for our students and increase engagement from our communities, why would we oppose such an outcome? If the review is comprehensive, transparent, inclusive and non-political, boards will support the conclusions.

Eliminating the ability of the local school board to tax will mean no more property taxes!

**X** FICTION In provinces where local school boards have been stripped of their ability to tax, the province has instead collected and set the tax rate. The money goes into the government’s bank account so local tax money may or may not be spent in our Division. If property tax for education was eliminated the government still needs the revenue so will tax in another manner, such as adding 2 or 3% to the PST. Locally collected taxes ensure that the money is spent where it is collected.

Funding for SVSD from the Province has not increased in the last 5 years.

**✓** FACT The provincial contribution to SVSD’s budget has actually decreased by about \$240,000 per year over the last two years. It has again for the 2019-20 school year. The previous three years saw a 0% increase. The Province has also made it clear that similar cuts to our budget are to be expected over the next few years.

Amalgamation saves money.

**X** FICTION A study from the Frontier Institute for Public Policy after the last round of amalgamations, which resulted in the loss of 20 school divisions, showed no savings. It was found that dollars were spent to save pennies. In fact, in some areas, when factoring in contract settlements costs only increased. There is NO real relationship between school division size and cost per student. Example:

- Western SD – 1700 students - \$11,412 cost per student
- Winnipeg SD – 31425 students - \$12,943 cost per student

The larger the entity the less connected you are to local stakeholders.

**✓** FACT A great example would be health boards. As health boards have grown bigger, have services improved? Have costs been lowered? Do local citizens feel like they have a voice when it comes to making decisions about health services in their area? If the answer is no, let us not make the same mistake in Education.

SVRSS is a unique high school because it offers more technical vocational programs than most rural and urban high schools.

**✓** FACT SVRSS is unique in this regard. High schools the size of SVRSS would typically have 3 or 4 vocational options. SVRSS offers 13. Many high schools in rural Manitoba offer none. SVSD Boards have made a conscious decision over the years to pay for and provide these options to our students.

Trustees are paid very well, so reducing the number of trustees or eliminating school boards all together will save a great deal of money.

**X** FICTION SVSD trustees are paid as follows: chair \$10,074; vice-chair \$8,345; trustee \$7,320. Provincially, total trustee costs account for 0.5% of the overall budget.

Trustees do not want to make hard decisions so they just increase taxes.

**X** FICTION Your Board undertook a comprehensive review of its operations one year ago. Upon completion of that review, the Board made the following decisions to reduce costs:

- reduced itself from 9 to 7 trustees
- consolidated the schools in Minitonas
- reduced staffing levels
- restructured Birch River to a K-6 school from a K-8 school for the 2018-19 school year
- reduced 4 bus routes
- requested the closure of Birch River School for the 2019-20 school year

# SWAN VALLEY SCHOOL DIVISION

Information for Municipalities



**Help Shape  
Our Education  
System.**

Participate in the Manitoba Government  
K-12 Education Review.

The following is taken directly from the Commission's website:

The commission will consult with students, parents, educators, school boards, academics, Indigenous organizations, la francophonie, municipal councils, professional organizations, the business community and members of the public – from across Manitoba. The commission will also conduct extensive research and study best practices.

The commission will focus on:

- A long-term vision – Given how rapidly the world is changing, what should our goals and purpose be for Kindergarten to Grade 12 education?
- Student learning – How do we help our students achieve excellence?
- Teaching – How can we help teachers and school leaders to achieve better outcomes?
- Accountability for student learning – How do we develop a stronger sense of shared accountability for student learning and an understanding that every member of the education team (e.g., principals, teachers, maintenance staff, bus drivers, administration staff) has an important role to play?
- Governance – What governance structures do we need to put in place to make our education system more relevant and better coordinated?
- Funding – How do we ensure that our education system is sustainable, and that it provides equitable learning opportunities for students of all ages?

# What we know about the review:

## Nine members of the Commission have been announced:

- Co-Chairs are Dr. Janice MacKinnon and Clayton Manness.

MacKinnon is known for balancing the SK budget as finance minister with major spending cuts and tax hikes in the mid-1990s.

Manness is known for cutting school funding as education minister in MB in the 90s as well as being very upset and vocal that more school divisions were not eliminated in the last round of amalgamations.

## Potentially 9 regional public meetings will be held.

- Locations include: Winnipeg, Brandon, Steinbach, Thompson, The Pas, and Dauphin.
- To speak at one of these meetings you will first have to apply, and the Commission will hand pick those that are allowed to speak.
- Presentations will be allowed a maximum of ten minutes with five minutes allotted for questions from the Commission.
- Dates and times will be announced in early April.

*#LocalVoicesLocalChoices*



In addition to the nine public meetings, two roundtable discussion forums with the Commission will also be held.

- Most likely in Brandon and Winnipeg.
- The Commission will hand pick attendees from lists MLAs were asked to provide as well as parties of interest to the Commission.
- MLA Wowchuk was kind enough to consult our Division to assist him with formulating the list. Over a dozen names were submitted to participate, and at of the time of writing, no further details are known.

*#swanvalleySD*



The SVSD Board of Trustees met on March 14 with MLA Wowchuk, as well as MLA Ian Wishart to discuss the review and concerns our Board has.

Highlights of the meeting:

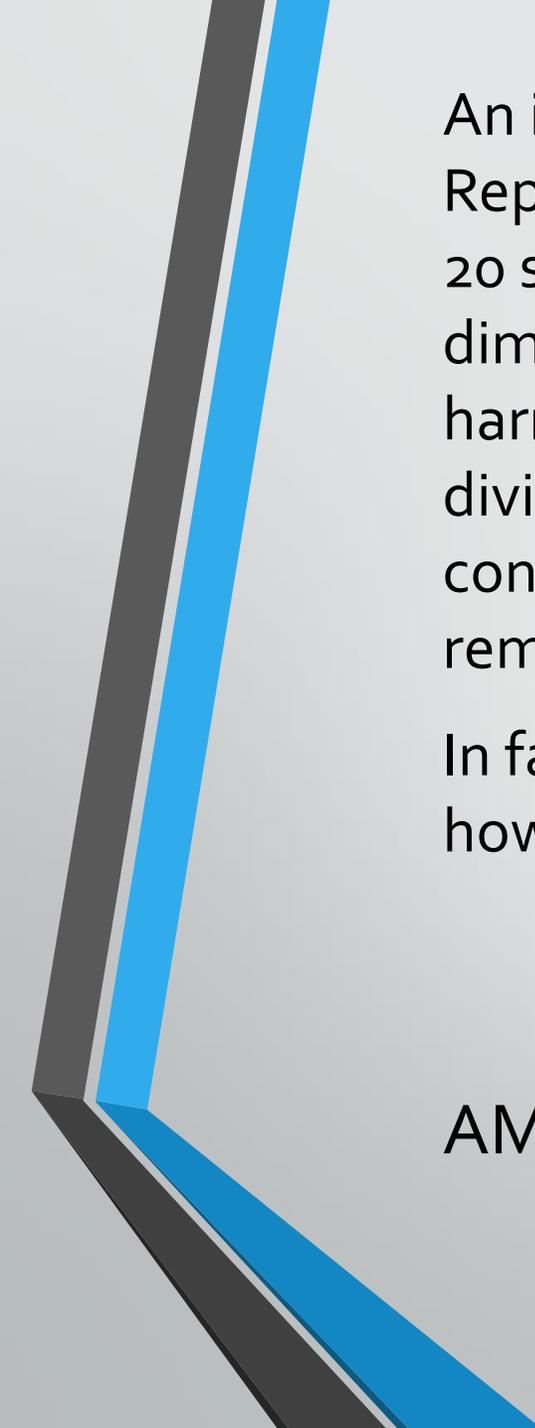
- We were quickly reminded that he made it very clear that those who chose to run in Trustee elections must be prepared for great change.
- He asked School Boards to encourage their communities to get involved and submit their thoughts....online. The online portion will consist of an online survey as well as an e-mail address that has been created to send your thoughts to.
- On Saturday, March 16. The announcement was made that Dr. Avis Glaze had been hired by the Commission to be the lead consultant. This is another key turning point. Dr. Glaze is well known for the report to the Nova Scotian Department of Education, which saw the elimination of locally elected school boards and many changes which are proving to not be of any benefit to students.

## WHAT DOES THIS MEAN FOR SVSD?

- SVSD wishes to protect and defend the right of our local neighbourhoods and communities to OWN our public school system, the option will be to give away those rights to bigger education authorities.
- Minister Goertzen has made it clear that larger regional models are being considered, similar to health care, where only five regional authorities make decisions on behalf of hundreds of communities and thousands of citizens. Either we value having a local voice and vote in the education of our children, or we lose the democracy of our past to tried-and-failed experiments of the past.

In the year 2000/01, the NDP Government reduced the number of school boards to 37 from 57. The target: millions of dollars in savings and a strategy to streamline our education system for even better results. Make it more manageable and comparable to other provinces.

What was the result???



An independent review commissioned by the Government in 2001, the Owens Report from the Frontier Centre for Public Policy, found that the elimination of 20 school boards resulted in virtually no savings. Dollars were spent to save dimes, and in some cases divisions expenses rose drastically to the harmonization of wages between divisions. It was found bigger school divisions meant bigger costs, and that bigger was not better. Owens concluded that the only real impact of this attempt to 'fix education' was to remove ownership of public school from small town communities.

In fact, divisions were able to reduce administration costs by \$500000, however costs in other areas rose by TWENTY SEVEN MILLION DOLLARS.

**AMALGAMATION DOES NOT SAVE MONEY.**

# Implications of Amalgamation to SVSD on the Swan River Valley

## Potential job losses:

- From the bus garage, maintenance department and the division office potentially 12-18 positions as they would most likely be moved to a larger center.
- Programs would definitely be cut to standardize programming in the new division. Job losses: unknown.

## TAXATION

A major issue that is NOT being looked at during the review in regards to funding, is HOW the new system will be paid for.

- Manitoba is the last province in Canada where school divisions are allowed to tax at a municipal level.
- Every province still collects property tax to fund education. Instead of your municipality writing the cheque to our school division, it will be written to the Minister of Finance for the Province of Manitoba.
- There is no guarantee that your tax dollars will be returned to where they were collected. This has proven to be the case across the country.
- Education will have to be paid for, one way or the other. If property taxes are not the method used, it will take an increase of over 3% to the PST to make up the amount that would have been collected from property tax. 40% of total education spending is collected from school property tax.
- A shift from property to income tax as another example, would be the same as shifting municipal property tax to income-based collection. In our area, there could not be enough revenue to invest without taking away substantial programs and services.



We have been told that after the Commission has completed their report, a separate group will be convened to advise the Department how the system should be funded.

**Where do SVSD dollars go? Of each dollar spent:**

- 76 cents go to the frontline, to pay for teachers and support workers.
- 11.5 cents go to operations and maintenance to provide supplies, to fix and repair schools, and to keep the heat and lights on.
- 8.9 cents go to transporting kids to and from school, including maintaining and fueling the bus fleet.  
90% of our students use our transportation service.
- 2.7 cents pays for administration to meet the needs of constantly changing, demanding and fast-paced school divisions, this includes our liability insurance.
- .9 of a cent supports the work of locally elected school boards, who ensure that local voices and local choices are protected when it comes to meeting the needs of each community's children.

But this shouldn't be just about money, it should be about kids.....

## STUDENT ACHIEVEMENT

Headlines in recent months have been trying to say that Manitoban students academic achievement and performance in comparison to their Canadian peers, has fallen short. Is this true?

The latest round of national and international exams in literacy, math and science, which are given to students by Ministers of Education themselves, have shown that 8 out of 10 MB students perform at or above the national and international standard, the same level of performance in every other province in Canada. There is one difference you must be aware of:

**ONLY MANITOBAN STUDENTS SHOWED A MARKED PERFORMANCE IMPROVEMENT IN COMPARISON TO OTHER PROVINCES.**

The differences between provinces is negligible: The overall Margin of difference between first and last on national and global tests is often between half and one percentage point. Of course, we can always improve, but the characterization that Manitoban students are falling far behind their counterparts, is a gross mischaracterization.



What SVSD is doing regarding informing and engaging the public to participate in the K-12 review:

- Talking to you good folks!
- Met with MLA's Wishart and Wowchuk
- Be expecting a brochure in the mail soon from SVSD, this is a Valley-wide mail campaign
- Began a social media campaign recently. You can find us on Facebook and Twitter. We are finding this an effective method to get our message out quickly and cost effectively
- Will be submitting a comprehensive report to the Commission
- Will be applying to present to the Commission in Dauphin when the opportunity arises
- Direct mailing local business' and groups asking for their support by means of written submissions and applications to present to the Commission.
- Hosting a Valley-wide information night, to ask for support.
- Providing a template letter for people to use to show support who may be unable to create a formal submission, but want to help.

We need your help.

As with the electoral boundary review commission, voices matter, and numbers matter. We need as many people and organizations as possible to speak up and say 'no' to amalgamation. Maintaining local authority is critical to maintain the programming we currently offer.

How you can help?

- Follow us on social media for information and updates as we get them.
- Spread the word.
- You can email written submissions to the Commission at until the end of May to:

[K12educationcommission@gov.mb.ca](mailto:K12educationcommission@gov.mb.ca)

We also ask that you carbon copy MLA Wowchuk at [office@rickwowchuk.ca](mailto:office@rickwowchuk.ca)

And if you like, a copy to Kelli Riehl, Chair of SVSD's Advocacy Committee at [kriehl@svsd.ca](mailto:kriehl@svsd.ca)

- Make available the template letter at your municipalities office, and/or website. A hard copy and the link to the letter will be provided to you.
- Apply to make a presentation to the Commission when the opportunity arises.

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- Make available the template letter at your municipalities office, and/or website. A hard copy and the link to the letter will be provided to you.
- Apply to make a presentation to the Commission when the opportunity arises.

Link to MSBA video about Local Voices for Local Choices:

<https://www.youtube.com/watch?v=JfgjprP5ExM>

Link to template letter:

[www.mbschoolboards.ca/documents/Advocacy/loalVoicesTemplate.pdf](http://www.mbschoolboards.ca/documents/Advocacy/loalVoicesTemplate.pdf)

For more information:

- Keep in touch with your local school board
- Follow us on social media
- Check [www.svsd.ca](http://www.svsd.ca) and [www.mbschoolboards.ca](http://www.mbschoolboards.ca)
- Keep in touch with our local media
- Here is the link to the Commission's website: <https://www.edu.gov.mb.ca/educationreview/>

*THANK YOU for your time  
and your support!*

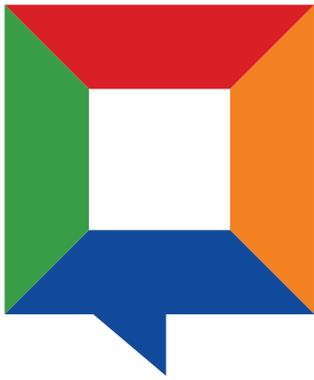
#LocalVoicesLocalChoices

#SwanValleySD

#readytosucceed

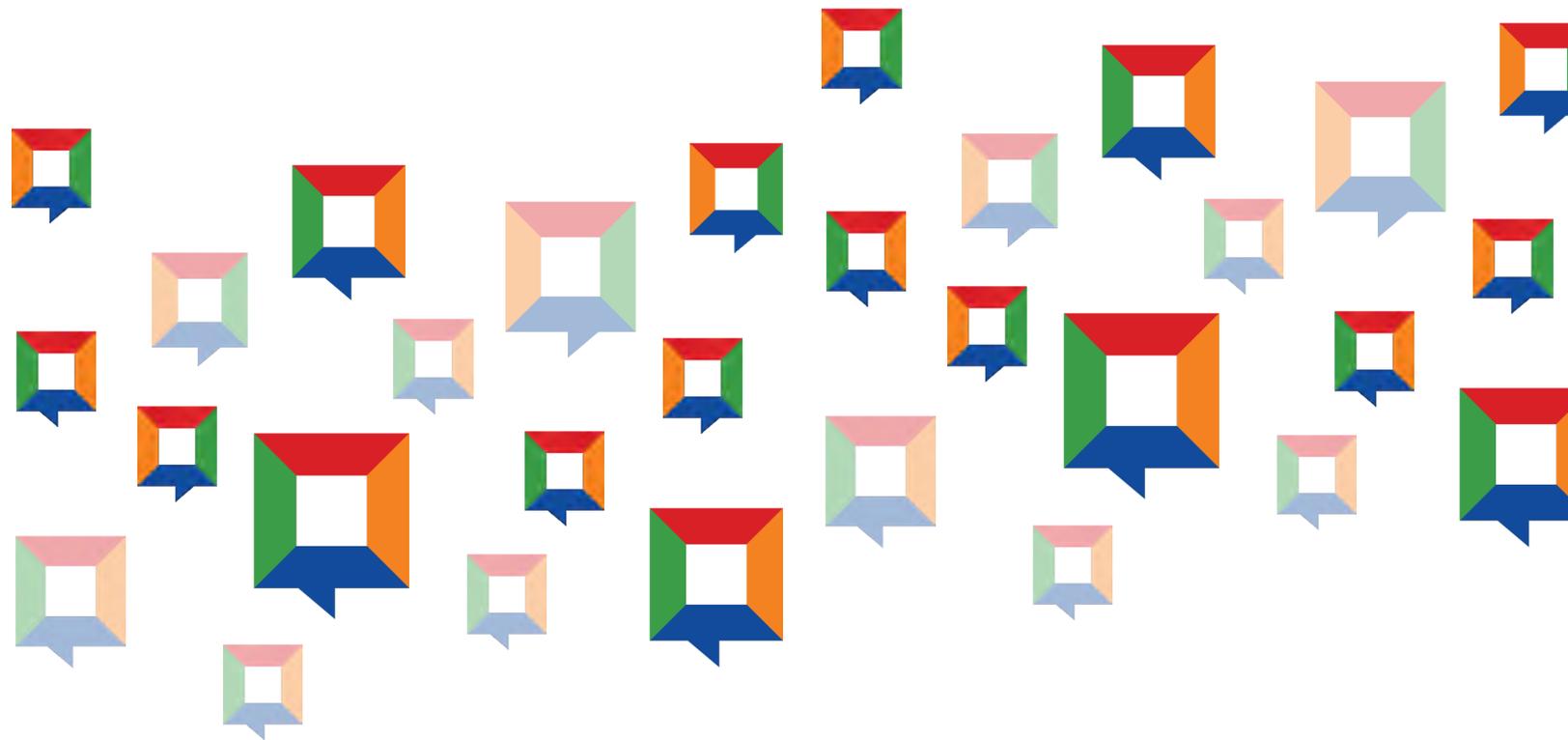


*Because Schools Belong to Communities*



*Leadership, Service and Advocacy:*  
*Local Voices, Local Choices*

*55th Annual Convention, March 14 - 15, 2019, Delta Winnipeg, 350 St. Mary Avenue*



**Record of Proceedings**  
Manitoba School Boards Association  
55<sup>th</sup> Annual Convention  
March 14 & 15, 2019

**THURSDAY, MARCH 14, 2019**

8:45 a.m.      **Call to Order**

8:45 a.m.      **Call to Order**  
**Final Call for Nominations**

No further nominations received.

- **Alan Campbell** (Interlake S.D.) was acclaimed as President
- **Leah Klassen** (Garden Valley S.D.) was acclaimed as Director Region 2

Elections to be held for **Vice-President** (fewer than 6000 students), **Director Region 4** and **Director Region 5** (one position).

9:00 a.m.      Keynote Address: How to be a Collaboration Champion—**Mike Lipkin**

10:10 a.m.      **Concurrent Workshops A**

- Student advocacy for a division funded music-learning space
- *Public Interest Disclosure (Whistleblower) Act*
- Harassment—Division Obligations and Considerations for Trustees
- Manitoba Rural Learning Consortium: Numeracy Results are Rising!

11:20 a.m.      **Concurrent Workshops B**

- Student Voice in Mountain View S.D.
- The benefits of parental voice in school and division planning
- Standards for Success in Literacy and Leveraging Digital Resources
- Turning a Difficult Situation into an Opportunity

12:30 p.m.      **Lunch and Presentation of Student Citizenship Awards:**

**Individual**

- Region 1—**Milah Mikkelsen**, Rolling River S.D.
- Region 2—**Seth Prince**, Portage la Prairie S.D.
- Region 3—**Taylor Stewart**, Lord Selkirk S.D.
- Region 4—No Nominations Received
- Region 5—**Grace Minsky**, River East Transcona S.D.
- Region 6—**Victoria Guerrero**, Winnipeg S.D.

## **Group**

- **Trinity Harry and Joseph Ginter**, Winnipeg S.D.

## **George Harbottle Memorial Award**

- **Milah Mikkelsen**, Rolling River S.D.

2:00 p.m.

## **Concurrent Workshops C**

- School Boards' Code of Conduct: Lessons Learned
- Teacher Mediated Option: Effective Distance Education
- Analyser réfléchir, communiquer, ARC, targets improving numeracy

3:15 p.m.

## **Student Panel: Student Voices on Local Choices—*Dr. John Wiens*, Moderator**

- **Annie Rossington**, Lord Selkirk S.D.
- **Angelica Placido**, Seven Oaks S.D.
- **Brendan English**, Rolling River S.D.
- **Quinn Fleming**, Louis Riel S.D.

8:00 p.m.

Reception (jointly hosted with MASS and MASBO); entertainment by **Helen White**

**FRIDAY, MARCH 15, 2019**

**Annual General Meeting**

8:45 a.m.      **Call to Order**

President's Address—**Alan Campbell**

9:00 a.m.      **Regional Meetings/Elections**

- **Region 4** candidates **Vaughn Wadelius** (Kelsey S.D.) and **Murray Skeavington** (Flin Flon S.D.) addressed delegates from their region. Question and answer session; ballot vote followed. **Vaughn Wadelius** (Kelsey S.D.) was declared elected.
- **Region 5** candidates **Julie Fisher** (Pembina Trails S.D.), **Sandy Lethbridge** (St. James-Assiniboia S.D.), and **Derek Dabee** (Seven Oaks S.D.) addressed delegates from their region. Question and answer session; ballot vote followed. **Julie Fisher** (Pembina Trails S.D.) was declared elected.

Delegates were invited to use this opportunity to discuss local issues in regions where no elections were required.

10:30 a.m.      Elections—**Vice-President** (fewer than 6000 studentts)

Candidates **Patty Wiebe** (Border Land S.D.) and **Floyd Martens** (Mountain View S.D.) addressed the assembly in the order in which they were nominated. Question and answer session followed by a ballot vote.

10:55 a.m.      **Resolutions Debate** begins—**Garry Draper**, Chair  
**Vera Chernecki**, Parliamentarian

11:05 a.m.      Election results announced. Vice-president (fewer than 6000 students).  
**Floyd Martens**, Mountain View S.D., gave his acceptance speech.

12:05 p.m.      Resolution debates concludes

12:10 p.m.      2019-20 Provincial Executive Meeting

12:30 p.m.      **Lunch and presentation of Trustee Long Service Awards:**

Award recipient with 12 years of service:

- **Richard Manns**, Beautiful Plains S.D.
- **Pat Bowslaugh**, Brandon S.D.
- **Peter Bartlette**, Brandon S.D.
- **Trish Sattleburger**, Flin Flon S.D.

- **Hilbert Mosiondz**, Frontier S.D.
- **Cyndy Friesen**, Hanover S.D.
- **Ruby Wiens**, Hanover S.D.
- **Vaughn Wadelius**, Kelsey S.D.
- **Della Perih**, Mountain View S.D.
- **Dianne Zuk**, Pembina Trails S.D.
- **Tim Johnson**, Pembina Trails S.D.
- **Murray McLenehan**, Portage La Prairie S.D.
- **Preston Meier**, Portage La Prairie S.D.
- **Shauna-Lei Leslie**, Portage La Prairie S.D.
- **Dolores Larson**, Prairie Spirit S.D.
- **John Toews**, River East Transcona S.D.
- **Eva Prysizney**, River East Transcona S.D.
- **Shelley Livingstone**, Rolling River S.D.
- **Ken Cameron**, Rolling River S.D.
- **Crystal Erickson**, Rolling River S.D.
- **Carole Black**, Rolling River S.D.
- **Guido Oliveira**, School District of Mystery Lake
- **Linda Phillips**, Southwest Horizon S.D.
- **Michelle Edwards**, Southwest Horizon S.D.
- **Don Nichol**, Sunrise S.D.
- **Diane Duma**, Sunrise S.D.
- **Edward Ploszay**, Seven Oaks S.D.
- **Teresa Jaworski**, Seven Oaks S.D.
- **Garth Nicol**, Turtle Mountain S.D.
- **Lisa Irwin**, Fort La Bosse S.D. (recognized post-convention)

Award recipient with 16 years of service:

- **Colleen Philippot**, Prairie Spirit S.D.
- **Maureen Sicotte**, Red River Valley S.D.
- **Murray Skeavington**, Flin Flon S.D.
- **Tim Davis**, Flin Flon S.D.
- **Sandra Wiebe**, Interlake S.D.
- **Sharon Baker**, Interlake S.D.
- **Marg Walker**, Fort La Bosse S.D.
- **Jennifer Olinyk**, Kelsey S.D.
- **Rod Giesbrecht**, River East Transcona S.D.
- **David Johnson**, Pembina Trails S.D.
- **Greg Reid**, Seine River S.D.
- **Brenda Willey**, Garden Valley S.D.

Award recipient with 20 years of service:

- **Garth Hunter**, Beautiful Plains S.D.
- **Lynn Barkman**, Hanover S.D.

- **Sally Cook**, Interlake S.D.
- **Tom Parker**, Louis Riel S.D.
- **Laureen Goodridge**, Pembina Trails S.D.
- **Yvette Cuthbert**, Portage La Prairie S.D.
- **Teresa Bergson**, Seine River S.D.
- **Kathy Highmoor**, Swan Valley S.D.
- **Richard Sawka**, Seven Oaks S.D.

2:00 p.m. HUB Financial/Milnco Address—**Ryan Matthews**  
 Greetings from CSBA President—**Laurie French**  
 Executive Director’s Address—**Josh Watt**

3:30 p.m. **Board Chairs** meeting with **Kelvin Goertzen**, Minister of Education

6:30 p.m. **President’s Banquet**

Presentation of awards and recognition to:

Presidents’ Council

- **Vinh Huynh**, Principal, Gordon Bell High School

Honourary Life Membership

- **Ken Cameron**, Rolling River S.D.

Retiring Executive

- **Cathy Collins**, Winnipeg S.D.
- **Kathleen McMillan**, Pembina Trails S.D.

8:00 p.m. Entertainment by **Chris Funk**

**2019 President's Address**  
**By Alan Campbell**  
**MSBA Annual Convention, March 15, 2019**

Good Morning, and welcome to the 55<sup>th</sup> Annual Convention of the Manitoba School Boards Association. I am truly honoured to have this opportunity to address you this morning, as we start another fantastic convention day of networking, relationship building, and learning.

Having served as your President for a little over three months, I would like to take this opportunity to offer you an update on the state of our association and as well, provide you with some insights into what informs my perspectives, inspires my cautious optimism and fires my determination as we stare down the barrel of our, at best, uncertain, and at worst, apocalyptic, shared future as school boards.

The state of our association is at present, difficult to encapsulate into one word or phrase or even one speech; so let's start with the basics. The mission of the Manitoba School Boards Association is, to enhance the work of locally elected school boards through leadership, advocacy and service, and to champion the cause of public education for all students in Manitoba. This is what we as an association are all about. We eat, sleep and breath it. We live it. Our staff are exceptional at maintaining the foundations of our work, with services provided to our member boards in governance, communications, insurance, risk management, professional development and labour relations; services that are second to none and provided for fees that are a fraction of what would be charged to our member boards privately. On the advocacy front in particular, one might say that our association has had varying degrees of success over the years. As with most things, it all depends on how you look at it. On one hand, we are on the cusp of a government review that could lead to the elimination of school boards in Manitoba, and our absolute biggest challenge is that we have a population that doesn't fully understand the vital role of our member boards and a government that can't seem to offer a clear rationale for why our elimination is on the table in the first place. On the other hand, our province remains the last bastion of true local autonomy in this country when it comes to local taxation and for now, local bargaining by locally elected school boards. I believe, that the latter is a testament to the respected stature of our association provincially, and that of our member boards locally throughout the province. As individual trustees who comprise our member boards, this conversation about the importance of school boards as the voice of Manitobans in the delivery of public education is NOT what we signed up for. Contrary to some of the opinions shared in the comments section of the Winnipeg Free Press online, or in comments on the social media posts and tweets of several local politicians and pundits, as trustees we are not here to "protect our empires." Our average of \$12000 per year empires... But here we are, defending the role of school boards not for the sake of school board trustees, but for sake of our students and staff, their families and our communities.

Indeed, in this world of "fake news" and the unfortunate perception-driven reality that "if you say something enough times it must be true," in speaking with many of you over the past several weeks and months, our biggest frustration is the unknown, and the often negative commentary that seems to be filling that void – factual or not. The commission responsible for the education review was announced on January 23<sup>rd</sup>, and here we are in the middle of March and there hasn't been another official word about it; Plenty of speculation, but no official update except to say that timelines and dates are pending. This is as per the Commission's co-chairs as recently as last week, in response to an inquiry made by MSBA. As your executive and staff grapple with the prospect of trying to help you prepare for something that remains an enigma, please know that we share your frustration and we will continue to prepare in whatever way we can so that once more details are determined, we are all set up to succeed.

In my introduction I referenced my cautious optimism and so far you might be wondering if you might have missed it somewhere in this speech. It's true, I struggled to launch into this address on an overly positive note for fear of coming across as ignorant to our collective frame of mind. Obviously we are right to be anxious about the future of Local Voices and Local Choices in public education in this province, for all of the reasons I've talked about. However, as Mike Lipkin told us yesterday, if we let that anxiety generate anything but a stronger

determination to work towards a positive outcome in the spring of 2020, then we must ask ourselves why we are here. As I mentioned, we sought election either last October or any number of years prior to that, to represent our communities in the delivery of public education in our local schools. We did not sign up for this job so that we can allow the defense of our very existence to monopolize our time – but that does not mean that we should shy away from the debate or even worse, resign ourselves to whatever the outcome may be. As I said at the board chairs workshop in Winnipeg in early February, there are likely several of you in this room today who feel as though the education review is simply a façade with pre-determined outcomes, and when Minister Goertzen says that amalgamation or elimination are on the table, he really means they're an inevitability. I'll be blunt. While you are entitled to these opinions, I respectfully ask that you please keep them to yourself; because sharing them is not helpful to anyone. As we learned from our keynote yesterday, we must speak the language of possibility and opportunity, of construction as opposed to destruction.

My optimism, cautious as it may be, comes from you, our member boards and my fellow trustees who are all so much alike and so unique in the best ways. We all want what is best for our students and families and communities, but we have nearly 300 unique vantage points that inform our approach to every issue. This is our strength.

Something else Mr. Lipkin said yesterday, is that people need to exist in the same room as other people, as opposed to participating via teleconference, for example. There is incredible value in having all of us from throughout the province in this room, together. The same principal applies when your MSBA executive members hit the road and come to you. In the last several months I have made a point of visiting at least one school board per week, partially because we were leading up to convention and partially because it's budget season – and like everything else, there are many, many unique approaches to budget development and public consultation in this province, each one valuable. Before the regional meetings in November I made a point of visiting metro Winnipeg boards, and since then I have visited several boards in the south and west areas of the province – both are regions that I hadn't spent enough time in as a member of your executive. In most cases I was inspired beyond words, (which says a lot), and the drive home following the meeting whether 1 hour or 4 hours, flew by while I pondered the Local Voices and Local Choices that are alive and well around your board tables. In other cases inspiration and encouragement were blended in with contemplation of some of the tough decisions that school boards have to make in this province to ensure that every one of our students can access a safe and sustainable learning environment, every day. For me, some of the most meaningful exchanges between community members and their local boards that I've had the opportunity to witness as of late, are cases where the community doesn't agree with the decision of the board – and they're not afraid to share those feelings with trustees. Even in those cases, we must strive to help our fellow community members understand that it is better to have a local board that at times you may not agree with, than it is to have a centralized decision-making machine that is not able or willing to consult with Manitobans. Run. Towards. The Problem.

The last time I drafted a speech for your consideration, I was under strict campaign time limits. As you'll recall, I crammed about 15 minutes worth of words into a 7 minute speech. For this speech, I was faced with the opposite problem when our Executive Director, Josh, let me know that in past years the President's state of the association address had been known to go as long as half an hour. Half an hour! Good God. While it is not my intention to use more than half of that amount of time, a more flexible time limit does allow me the opportunity to share with you a little bit about me, and more importantly why this challenge that we're up against is so important to me. Why Local Voices and Local Choices are something that I have understood the value of since long before I first became a trustee at the age of 25.

It's in my blood. I am proud to say that I come from a long line of advocates for local voice and local choice.

These are my great great grandparents, Archibald and Catherine Wood. Archibald Wood was born in Scotland in May of 1850, and he immigrated to Canada in 1870, settling in the Dundas area (south of present-day Teulon) in 1874. A true pioneer, he started a homestead and farmed there until 1914, over that period serving as a trustee for both Windsor School and Teulon School, ultimately serving as the first Mayor of the Village of Teulon upon its incorporation in 1919. He served his community while farming and raising ten children with his wife; literally

contributing to the creation of new communities in rural Manitoba from the ground up. He understood local voice because that's all there was, and that's all that was needed.

One of those ten children born to Archibald and Catherine was my Great Grandfather, Robert J Wood. RJ was well known in the Interlake area because in addition to bringing the Ford Motor Company to Teulon, he was elected as the Reeve of Bifrost in 1917 at the age of 31 and served as a municipal councillor until 1945. He was elected as an MP in Louis St. Laurent's government in 1949 and died in office in 1954, one year after being elected to a second term. In a statement on the passing of RJ, Prime Minister St Laurent is quoted in House of Commons Hansard on January 7<sup>th</sup>, 1955 as follows, "Immediately after his arrival in Ottawa, Mr Wood became recognized by his colleagues as an assiduous and friendly member of this house. Although he did not participate frequently in debate, he served conscientiously on several committees and took most seriously his responsibilities to his constituents. Feeling himself very closely associated with them, he endeavoured at all times to be their true representative both in the house and outside." RJ Wood had a daughter named Lucille, and she married Alan Campbell.

This is my grandfather. He had little use for politicians (possibly because his father-in-law was an MP) and he wasn't afraid to tell them so. But I'm not referring to him this morning for any elected service. My grandpa was a WW2 Veteran. In 1940 he joined the army as a member of the Royal Canadian Army Service Corps, attached to the Number 1 Motor Ambulance Convoy. Upon completion of training, he served in numerous European countries: England, Belgium, Holland, France and Italy. He returned to Canada in 1946 as a decorated Sergeant in the Canadian Forces. Proud of his service, he was an active member of the Royal Canadian Legion for 57 years. He understood the value of democratically elected community voice better than anyone I will ever know. At the age of 92 he died with German shrapnel in his back that was never removed for fear of further damage, and he never spoke of it a single time. If he were still alive, he'd be 109 years old. He would not have participated in the MSBA Veterans Voice project, but his life story and sacrifice, and that of his comrades, is as important today as it ever was.

Alan and Lucille had a son, an only child, my dad, Robert Campbell, who was born in November 1949. Many of you have heard me talk about my Dad and his service to his community as Mayor of Teulon for the past 20 years. It because of him and like-minded colleagues of his that I have such faith in the value of our relationships with our municipal partners. He is infuriated by the prospect of school board amalgamation or elimination – not because he's my dad (well maybe a little), but rather because he understands what happens when local voice is stripped from the decision making process on the provision of social services in rural Manitoba. Do some research on the fate of the Teulon hospital and others like it in the Interlake. You will understand why he's infuriated. My dad has two granddaughters.

These are my girls. Lucy is 3 and Maggie is 9 months old. They both have birthdays in May. As I mentioned, I've been a trustee for over eight years since I was 25, and the most frequent question I've been asked is why someone without any kids in the system would ever want to serve in this role. My answer has always been because I understand the importance of public education that is governed locally by local representatives, and I have always known that our current model of Local Voices and Local Choices is the only real way that our education system can continue to be strengthened sustainably in order to provide a bright future for kids like mine – who weren't even a twinkle in my eye 8 years ago. Like all of our students, my girls are going to have two very different sets of needs of the education system as they grow up and go through it. There is no basis in fact for the idea that stripping local voice and local choice from that system will somehow make it better for them and others. Run. Towards. The Problem.

Which brings me to the end of this address. Yes this was a little bit of a family history lesson for you, but my point was not to brag about my family tree. Rather, it was to show you how my experience is so much like that of everyone in this room. Your inspirations and motivations and life experiences may not all be the same, but they are similar, they are so important, and they inform everything we do as Manitobans representing our fellow Manitobans in the provision of world-class education in this province. As we move forward into the

challenges of the coming weeks and months, please draw on your own inspirations as you work to spread the good word of local voices and local choices.

**DISPOSITION OF  
2019 MSBA Convention Resolutions  
and Special Business**

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/ak

## NOTICE OF MOTION

The Chair of the MSBA Resolutions and Policy Committee shall move or cause to be moved the following motion regarding adoption of the Rules of Procedure for the resolution process at the MSBA Annual General Meeting:

MARTENS (Resolutions & Policy Committee)/MENZIES (Resolutions & Policy Committee) .....CARRIED

### 2019 RULES OF PROCEDURE

#### Process:

1. All resolution proceedings shall be governed by these rules of procedure, the MSBA Act, and the MSBA By-Laws. In the event of any conflict, the provisions of the MSBA Act and the MSBA By-Laws shall prevail. Where any of the aforementioned identified instruments are silent, the current edition of Robert's Rules of Order Newly Revised, shall apply.
2. The resolution process shall be conducted by a "Resolutions Chair", referred to in the following sections as the "Chair".
3. The Chair will advise the membership of the disposition of emergent resolutions submitted to the MSBA Executive and request the assembly's consideration of those late resolutions not adopted by the Executive.
4. Resolutions shall be dealt with in the following order:
  - (a) consideration of new resolutions in the order listed in the resolutions booklet and any emergent resolutions adopted by the MSBA Executive at the end of the section in which the resolution is assigned (point #3 above);
  - (b) consideration of emergent resolutions not adopted by the MSBA Executive but approved by the assembly for debate;
  - (c) any resolution(s) for reconsideration in the order of receipt by the Chair (point #25).
5. Should any resolution be identified as a particular concern of the assembly, that resolution may be brought forward in the convention proceedings for discussion and debate by majority consent of the assembly. A motion requesting this action must be moved and seconded.
6. Proposed resolutions shall be read and moved by members of the Resolutions and Policy Committee and the Chair shall immediately ask for a seconder who may speak to the proposed resolution and close debate.

#### Resolutions:

7. Resolutions submitted by any member board in the period between the deadline for receipt of regular resolutions and the final Executive meeting preceding the annual general meeting will be considered emergent resolutions.

The Executive will assess emergent resolutions to determine whether the issue addressed was evident prior to the deadline for submission of regular resolutions. Where the Executive deems the resolution to be truly emergent in nature, it will be included among those for consideration at the annual general meeting.

Any emergent resolution not adopted by the MSBA Executive will require a separate motion to be added to the annual general meeting agenda and must be moved and seconded and receive the support of not less than two-thirds of the delegates present and voting in order to be considered.

## 2019 Rules of Procedure, cont'd....

8. Any resolution sponsored by the provincial executive will be deemed to be a regular resolution, whether or not it meets the timeline outlined above.
9. Extraordinary resolutions arising out of the business of the annual general meeting may be considered if consideration is supported by a two thirds majority of voting trustees.

### Debate:

10. As soon as a proposed resolution has been moved and seconded, the Chair will call upon the seconder to explain the proposed resolution.
11. The Chair will then ask if any delegate wishes to speak against the proposed resolution. If no delegate so indicates, the seconder will be invited to close debate and the question will be called.
12. Once any delegate speaks in opposition to the proposed resolution, debate shall begin and continue until the question is called in the usual manner. The seconder will have the right to be the final speaker in the debate.
13. Each delegate wishing to speak to a resolution must first be formally recognized by the Chair and shall announce his/her name and school division/district before speaking to the resolution to be debated.
14. No delegate shall speak to a resolution more than once, except the seconder of the resolution, and debate shall be limited to three (3) minutes unless permission for an additional three (3) minutes is granted by general consent of the assembly.
15. Associate members may, at the discretion of the Chair, speak on a point of information but may not enter into the debate, nor may they move, second, or vote on a resolution.

### Voting:

16. Member school boards who have at least one trustee in attendance at the Annual Convention shall be eligible to vote, via board ballots, on by-laws and by-law amendments. Trustees from member boards who are registered Convention delegates are eligible to register as voting delegates, and to receive a ballot book and voting delegate card that will be used to vote on resolutions other than by-laws.
17. A quorum shall consist of not less than 100 voting delegates present on the floor of the convention at the time any vote is called on any motion before the assembly.
18. The Resolutions and Policy Committee [By-Law #5, (10)] shall be responsible to know the voting strength at all times on the convention floor, and shall be responsible for ruling on any disputes over the issuance of voting cards and ballot books.
19. All voting shall be by show of hands (using the authorized voting cards) unless:
  - (a) the Chair, in his/her discretion, calls for a standing vote before announcing the results of a vote by show of hands, or
  - (b) immediately after the result has been announced by the Chair, one delegate can call for a standing vote.

2019 Rules of Procedure, cont'd....

20. A favourable vote of not less than two thirds of the board ballots cast shall be required to approve any amendments/changes to the By-Laws or MSBA Act. All other questions shall be decided by majority vote of those delegates present and voting unless otherwise specified in these rules of procedure.

Amendments:

21. A delegate may, at any time during the debate on a resolution, move an amendment, providing it is relevant to and deals with the same subject matter as the original resolution. Amendments must be seconded.
22. The Chair has the prerogative to divide a question into two or more questions so as to allow for a separate vote on any particular point or points, if the Chair deems that the division of the question will facilitate debate.
23. No more than one amendment and one amendment to the amendment (sub-amendment) will be accepted by the Chair at any one time.
24. The Chair may, in his/her discretion, require that any amendment to a resolution be submitted in writing.

Reconsideration:

25. A written notice of motion to reconsider a vote on the resolution shall be presented to the Chair, and may only be submitted by a delegate who originally supported the vote on that particular resolution. Upon validation of the request for reconsideration, the Chair shall immediately announce that a motion to reconsider will be presented after all other convention resolutions have been considered in accordance with [Section 4 (c)] above.

/ak

## BY-LAWS

**BY-LAW #5 (7) (c) ANNUAL CONVENTION: TERM LIMIT FOR PAST PRESIDENT ..... B-01-19**  
(MSBA Executive)

**BE IT RESOLVED THAT the following amendment to By-Law # 5 (7) (c) be adopted.**

- c) The term of office for all elected Executive positions shall be two years, and no person shall hold the same Executive position for more than two complete, consecutive terms. The term of office for the Past President shall be two years.

DUPUIS (Resolutions and Policy Committee)/WIEBE (MSBA Executive) .....CARRIED

## AUDITOR AND FINANCIALS

**RECEIPT OF FINANCIAL STATEMENTS ..... A-01-19**  
(MSBA Executive)

**BE IT RESOLVED that the audited financial statements for the fiscal period ending June 30, 2018 be received.**

DUPUIS (Resolutions and Policy Committee)/NAYLOR (MSBA Executive).....CARRIED

**APPOINTMENT OF AUDITOR ..... A-02-19**  
(MSBA Executive)

**BE IT RESOLVED that KPMG Chartered Accountants be re-appointed as the Manitoba School Boards Association auditors for the fiscal period ending June 30, 2019.**

DUPUIS (Resolutions and Policy Committee)/SMUKOWICH (MSBA Executive) .....CARRIED

## MATTERS AFFECTING THE ASSOCIATION

**MSBA UNRESTRICTED NET ASSETS POLICY ..... M-01-19**  
(Turtle Mountain S.D.)

**BE IT RESOLVED THAT the Manitoba School Boards Association conduct a review of its policy regarding the amount of unrestricted surplus maintained by the association, and further, review opportunities for efficiencies within M.S.B.A. operations, with the intent to sustainably reduce fees for Manitoba School Divisions. The outcome of this review shall be reported at the Fall/2019 regional meetings.**

MARTENS (Resolutions and Policy Committee)/HIGHFIELD (Turtle Mountain S.D.) .....CARRIED

## MATTERS AFFECTING THE ASSOCIATION CON'T...

### **MSBA MEMBERSHIP AND MUST FUND FEES .....M-02-19** (Region 1)

**BE IT RESOLVED THAT the Manitoba School Boards Association will review its accumulated unrestricted surplus, and in doing so plan for a sustained reduction in M.S.B.A. membership and M.U.S.T. fund fees to take effect July 1, 2019.**

WITHDRAWN by sponsoring board, Turtle Mountain S.D.

## FUNDING AND FINANCIAL MATTERS

### **TAX INCENTIVE FINANCING (T.I.F) ..... FFM-01-19** (Region 1)

**BE IT RESOLVED THAT the Manitoba School Boards Association lobby the provincial government to review current legislation involving Tax Incentive Financing, and in doing so advocate for a transparent and consultative process with school divisions whenever Tax Incentive Financing is being considered.**

MARTENS (Resolutions and Policy Committee)/MacTAVISH (Turtle Mountain S.D.).....CARRIED

### **SCHOOL DIVISION FUNDING ..... FFM-02-19** (Region 1)

**BE IT RESOLVED THAT the Manitoba School Boards Association amend the Association policy on Funding and Financial Matters to include, as a key element of an effective education-funding model, a schedule of payments through operational advances that provides funding to school divisions on a twelve-month basis.**

MENZIES (Resolutions and Policy Committee)/MURRAY (Mountain View S.D.) .....CARRIED

### **PLAYGROUND DEVELOPMENT COSTS..... FFM-03-19** (Region 5 & 6)

**BE IT RESOLVED THAT the Manitoba School Boards Association advocate for provincial funding for accessible outdoor playgrounds and structures.**

WITHDRAWN by sponsoring board, Pembina Trails S.D.

## TRANSPORTATION

**SEAT BELTS ON SCHOOL BUSES** ..... T-01-19  
(Region 3)

**BE IT RESOLVED THAT Manitoba School Boards Association advocate for provincial funding to cover all costs associated with requiring seat belts on school buses.**

MENZIES (Resolutions and Policy Committee)/BOGASKI (Lord Selkirk S.D.) .....CARRIED

## EXTERNAL ORGANIZATIONS

**TEACHING PRACTICUM** .....EO-01-19  
(Region 1)

**BE IT RESOLVED THAT the Manitoba School Boards Association lobby Manitoba Education and Training and the faculties of education to require student teachers to participate in at least one rural/northern teaching practicum.**

MENZIES (Resolutions and Policy Committee)/EVANS (Swan Valley S.D.)

The following amendment was moved: to replace the word “encourage” to “require”.

ROSS (Brandon S.D.)/BARTLETT (Brandon S.D.) ..... CARRIED

The following amendment was moved: to add the word “/northern” following the word “rural”.

WADELIUS (Kelsey S.D.)/DAVIS (Flin Flon S.D.) ..... CARRIED

The following amendment was moved: to add the phrase “, with financial incentives,” following the word “require”.

MONTAGUE (Brandon S.D.)/CHEN (Winnipeg S.D.) ..... DEFEATED

Vote on the resolution as amended .....CARRIED