



# BRANDON SCHOOL DIVISION

May 9, 2018

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

TO BE HELD MONDAY, MAY 14, 2018  
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) Special Board Meeting, April 23, 2018.  
Adopt.
- b) Board Meeting, April 23, 2018.  
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) Mackenzie Clark, Grade 8 Ecole Harrison Student, being recognized for receiving the MTS Young Humanitarian Award on April 12, 2018.
- b) George Fitton School Students, Teacher and School Principal, being recognized for their participation in this year's Caring For Our Watersheds Competition.

**3.02 Communications for Information**

- a) Garth Nichol, Board Chair, Turtle Mountain School Division, April 20, 2018, sent to Mr. Ken Cameron, President, Manitoba School Boards Association (MSBA) and cc'd to Board Chairs, expressing concern regarding the current MSBA membership fees as well as MUST Fund annual fees. Mr. Nichol sites the provincial government's reduction of the formula guarantee and restrictions on the administration cap, which has put tremendous pressure on school divisions. Mr. Nichol notes the accumulated unrestricted surplus of the MSBA was reported at \$1,357,204 as of June 30, 2017, which is very high when compared to an annual budget of approximately \$3,200,000. He believes that there should be an ability to reduce fees to school divisions by finding further efficiencies within the MSBA, as well as accessing the unrestricted surplus. (Appendix 'A')  
Receive and File.

**3.03 Communications for Action**

- a) Kerri Malazdrewicz and Jamie Harrison, Student Council Teacher Advisors, École secondaire Neelin High School, requesting financial support in sending Neelin High School Student Representative Council (SRC) members to the Canadian Student Leadership Conference to be held from September 25 – 29, 2018, in Edmonton, Alberta. The SRC is sending three student delegates, along with two teacher supervisors, which will incur a total cost of \$4,875.00. (Appendix 'B')  
Refer Motions.
- b) Ms. Alison Johnston, Secretary, Brandon Teachers' Association, April 27, 2018, addressed to Dr. Casavant, Superintendent/CEO, confirming that Mr. Peter Buehler has been acclaimed as the President of the Brandon Teachers' Association (BTA) for the term beginning July 1, 2018 to June 30, 2019. The BTA Formally requests that Mr. Buehler be seconded full-time, with salary and benefits to be paid by the Association. (Appendix 'C')  
Refer Motions.

**4.00 REPORT OF SENIOR ADMINISTRATION**

**- From Report of Senior Administration**

- a) Review Report of Senior Administration – May 14, 2018.

## **5.00 GOVERNANCE MATTERS**

### **5.01 Reports of Committees**

- a) Personnel and Policy

J. Murray

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

### **5.03 Business Arising**

#### **- From Previous Delegation**

#### **- From Board Agenda**

#### **- MSBA Issues**

- a) eBulletin
  - April 25, 2018 (Appendix 'D')
  - May 9, 2018 (Appendix 'E')
- b) Manitoba Students Make the Grade – MSBA Response to PCAP (Appendix 'F')
- c) The Facts on PCAP (Appendix 'G')

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

### **5.05 Motions**

- 36/2018 That the request for financial assistance for three (3) École secondaire Neelin High School students to attend the Canadian Student Leadership Conference to be held in Edmonton, Alberta, from September 25 - 29, 2018 be approved in the amount of \$1,200.00.
- 37/2018 That the request of the Brandon Teachers' Association, that the President of the Association for the 2018/2019 school year, Mr. Peter Buehler, be seconded from the Division on a full-time basis be approved, subject to the Division being reimbursed by the Association for all salary and benefit costs for the period of the secondment, to the details of the release time being agreed upon between the Superintendent/CEO, the affected school principal, and Mr. Buehler, and that upon the return of the teacher to the Division, the teacher shall be reinstated in the same or comparable position.
- 38/2018 That the Agreement between the Brandon Schools Instrumental Music Association (BSIMA) and Brandon School Division (Division) regarding the financial support to be provided by the Division to BSIMA be approved and the Secretary-Treasurer and the Chairperson are hereby authorized to sign same.
- 39/2018 That the request involving Vincent Massey High School history students in grades 10 to 12 (number of students to be determined) to make a trip to Greece and Italy, March 21 to March 31, 2019 be approved and carried out in accordance with Board Policy #9 – Board and Superintendent/CEO Relationship, as per the Board Governance Decision-Making Matrix.
- 40/2018 That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of Occupational Therapy services effective April 1, 2018 be approved.

41/2018 That the Service Purchase Agreement between Prairie Mountain Health and Brandon School Division for the purchase of speech language services effective April 1, 2018 be approved.

## **5.06 Bylaws**

### **By-Law 2/2018**

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

That By-law 2/2018 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, 2018 to June 30, 2019 be now read for a second time, having been first read on April 23, 2018.

### **By-Law 3/2018**

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

That By-law 3/2018 being a borrowing by-law in the amount of \$297,800 upon the credit of the Division by the issue and sale of the security to meet partial costs for construction of:

#### **School**

Betty Gibson School  
Earl Oxford Middle School  
George Fitton School  
Green Acres School  
Green Acres School  
Harrison School  
King George School  
New Era School  
Waverly Park School

#### **Project**

Grooming Room  
Grooming Room  
Roof Replacement  
Gymnasium Addition  
Heating System and Unit Ventilator Replacement  
Steam Heating System Replacement  
Roof Replacement  
Grooming Room and Exterior Ramp  
Roof Replacement

be now read for the second time, having been first read on April 23, 2018.

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

That the rules be suspended and By-Law 3/2018 be now read for a third and final time, and taken as read, finally passed.

### **By-Law 4/2018**

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

That By-law 4/2018, being a borrowing by-law in the amount of \$25,000,000 for the purpose of temporary advances and loans for the purpose of making progress payments on the New Southeast Brandon K-8 school, be now read for the second time, having been first read on April 23, 2018.

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

That the rules be suspended and By-Law 4/2018 be now read for a third and final time, and taken as read, finally passed.

## **5.07 Giving of Notice**

## **5.08 Trustee Inquiries**

**6.00 ANNOUNCEMENTS**

- a) Finance and Facilities Committee Meeting – 1:00 p.m., Tuesday, May 22, 2018, Boardroom.
- b) NEXT REGULAR BOARD MEETING – 7:00 p.m. (Public), Monday, May 28, 2018, Boardroom.

**7.00 ADJOURNMENT**



# 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 5:00 P.M., MONDAY, APRIL 23, 2018.

## **PRESENT:**

Dr. L. Ross, Chairperson, Ms. S. Bambridge, Vice-Chairperson, Mr. P. Bartlette, Mrs. P. Bowslaugh, Mr. G. Buri, Mr. G. Kruck, Mr. J. Murray, Mr. M. Sefton.

Mr. D. Labossiere, Secretary-Treasurer.

Senior Administration: Dr. M. Casavant, Superintendent/CEO, Mr. M. Gustafson, Assistant Superintendent, Mr. G. Malazdrewicz, Assistant Superintendent.

## **REGRETS:**

Mr. K. Sumner.

## **CALL:**

The Chairperson called the meeting to order at 5:04 p.m. and referred to the Call.

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

- a) Giving of Notice – Promissory Note By-Law 3/2018
- b) Giving of Notice – Temporary Borrowing By-Law 4/2018

### **Mr. Bartlette**

- 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 3/2018 for the purpose of borrowing the sum of \$297,800 to meet partial costs for construction of the following:

### **School**

Betty Gibson School  
Earl Oxford Middle School  
George Fitton School  
Green Acres School  
Green Acres School  
Harrison School  
King George School  
New Era School  
Waverly Park School

### **Project**

Grooming Room  
Grooming Room  
Roof Replacement  
Gymnasium Addition  
Heating System and Unit Ventilator Replacement  
Steam Heating System Replacement  
Roof Replacement  
Grooming Room and Exterior Ramp  
Roof Replacement

### **Mr. Sefton**

- 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 4/2018 for the purpose of temporary advances and loans for the purpose of making progress payments on the New Southeast Brandon K-8 school.

Ms. Bambridge – Mr. Buri  
That the meeting do now adjourn (5:07 p.m.).  
Carried.

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Chairperson

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Secretary-Treasurer



# 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, APRIL 23, 2018.

## **PRESENT:**

Dr. L. Ross, Chairperson, Ms. S. Bambridge, Vice-Chairperson, Mr. P. Bartlette, Mrs. P. Bowslaugh, Mr. G. Buri, Mr. G. Kruck, Mr. J. Murray, Mr. M. Sefton, Mr. K. Sumner (arrived at 6:50 p.m.).

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, Mr. G. Malazdrewicz, Assistant Superintendent.

## **REGRETS:**

The Chairperson called the meeting to order at 5:08 p.m.

## **AGENDA**

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

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

Senior Administration added seven (7) items for In-Camera.

Trustee Bambridge added one (1) item for In-Camera.

Trustee Murray added one (1) report to the agenda.

Mr. Kruck – Mrs. Bowslaugh  
That the agenda be approved as amended.  
Carried.

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

- a) The Minutes of the Board Meeting held April 9, 2018 were circulated.

Mr. Buri – Mr. Sefton  
That the Minutes be approved as amended.  
Carried.



Mr. Sefton – Mrs. Bowslaugh

That the Board do now resolve into Committee of the Whole In-Camera. (5:10 p.m.)

Carried.

## IN COMMITTEE OF THE WHOLE IN CAMERA

### **2.00 IN CAMERA DISCUSSION:**

#### **2.01 Student Issues**

##### **- Reports**

- a) Dr. Marc Casavant, Superintendent/CEO, provided updates on two (2) Student Matters.

##### **- Trustee Inquiries**

- a) Trustee Bambridge requested information on a Student Matter.

#### **2.02 Personnel Matters**

##### **- Reports**

- a) Confidential #1 – Personnel Report was presented.
- b) Trustee Bambridge provided information on a Personnel Matter.

##### **- Trustee Inquiries**

#### **2.03 Property Matters/Tenders**

##### **- Reports**

- a) The Superintendent/CEO provided information on a Property Matter and received direction from the Board.
- b) The Secretary-Treasurer and Superintendent/CEO provided information on a Property Matter.

##### **- Trustee Inquiries**

#### **2.04 Board Operations**

##### **- Reports**

- a) The Secretary-Treasurer provided information on a Board Operations Matter and received Trustee feedback.
- b) The Superintendent/CEO provided information on a Board Operations Matter.
- c) The Superintendent/CEO and Secretary-Treasurer reviewed information regarding a Board Operations Matter.

##### **- Trustee Inquiries**

Mr. Buri – Mr. Murray

That the Committee of the Whole In-Camera do now resolve into Board. (6:55 p.m.)

Carried.

The Chairperson called the public portion of the meeting to order at 7:01 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**

Dr. Marc Casavant, Superintendent/CEO, provided highlights on the following items from the April 23, 2018 Report of Senior Administration:

- Administrative Information
  - Celebrations
    - 2018 Western Manitoba Science Fair – April 10, 2018
    - School Bus Driver Day – April 18, 2018
    - Administrative Professionals Day – April 25, 2018
- Information Items
- Presentations
  - School Locator – Ms. Caroline Cramer, Director of Facilities and Transportation
  - Management and Information Systems Technology (MIST) Update – Mr. Brent Ewasiuk
  - Numeracy Specialist Update – Ms. Teresa Vallotton
  - Continuous Improvement at Valleyview Centennial School – Ms. Sandy Harrison, Principal, Ms. Cindy Swallow, Continuous Improvement Coach.

Trustee Bowslaugh asked questions for clarification regarding numeracy and ELA curriculum outcomes.

Trustee Sefton thanked Ms. Vallotton for her long-standing commitment to and passion for mathematics education, and noted that Division students are the better for it.

Ms. Bambridge – Mr. Sefton

That the April 23, 2018 Report of Senior Administration be received and filed.

Carried.

### **5.00 GOVERNANCE MATTERS**

#### **5.01 Reports of Committees**

a) Education and Community Relations Committee Meeting

The written report of the Finance and Facilities Committee meeting held on April 16, 2018 was circulated.

(Trustee Sefton exited at 7:59 p.m. and returned at 8:00 p.m.)

Trustees discussed entering into a Memorandum of Understanding with The Brandon Friendship Centre to facilitate the Upstream Project. Trustees spoke in favour of this partnership. Board direction was given to Senior Administration to draft an agreement and bring to the Board for approval.

Mr. Buri – Mrs. Bowslaugh

That the Report be received and filed.

Carried.

b) Finance and Facilities Committee Meeting

The written report of the Finance and Facilities Committee meeting held on April 17, 2018 was circulated.

Mr. Sefton – Mr. Buri  
That the Report be received and filed.  
Carried.

- c) National School Boards Association Conference  
Trustee Murray provided a verbal report on the National School Boards Association (NSBA) Annual Convention, held in San Antonio, TX from April 7 – 9, 2018.

## **5.02 Delegations and Petitions**

### **5.03 Business Arising**

- From Previous Delegation
- From Board Agenda
- MSBA Matters

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

### **5.05 Motions**

28/2018 Mr. Sefton. – Mr. Bartlette  
That the purchase of four (4) Blue Bird propane school buses for the 2018-2019 school year in the amount of \$545,593.38 (including taxes) be funded by the School Bus Reserve.  
Carried.

29/2018 Mr. Bartlette– Mr. Sefton  
That Trustees Murray and Bowslaugh be approved to serve as members of the ad hoc committee regarding the naming of the new school.  
Carried.

30/2018 Mr. Buri – Mr. Murray  
That the low tender from GENX Solutions in the amount of \$601,870.50 (plus applicable taxes) to supply 810 Computer Laptops funded through the 2017-2018 Operating Budget be accepted.

Trustee Sefton requested an editorial change to amend the motion to read “tender” instead of “RFP”.  
Carried.

31/2018 Mr. Murray – Mr. Buri  
That the tender from Brandon Heating and Plumbing in the amount of \$36,334.16 (plus applicable taxes and consulting fees) for the supply and installation of DDC Controls for the five (5) air handling units at École Harrison be approved.  
Carried.

32/2018 Mr. Murray – Mr. Buri  
That the balances in the Capital Reserve – Vehicle for Electrician (\$1,297.28) and the Capital Reserve – Replacement of Johnson (DDC) Controls at Vincent Massey (\$9,622.98) be repurposed to the Capital Reserve for the Replacement of Johnson (DDC) Controls at École Harrison.  
Carried.

33/2018 Mr. Murray – Mr. Buri

That the amount of \$32,300 from the Operating Fund Accumulated Surplus be allocated to a Johnson (DDC) Controls Capital Reserve Fund for the replacement of DDC Controls for the five (5) air handling units at École Harrison, subject to PSFB approval.

Carried.

34/2018 Ms. Bambridge – Mr. Buri

That the appointment of Melanie Powers as the Senior Election Official for the Brandon School Division, as chosen by the City of Brandon, with duties as set forth in The Municipal Councils and School Boards Election Act, be approved.

Carried.

Late Motion:

35/2018 Ms. Bambridge – Mr. Buri

That the Auditor Letter regarding the audit engagement for the March 31, 2018 year end between the Division and BDO Canada LLP, Chartered Accountants, be approved and that the Chairperson and Secretary-Treasurer be authorized to affix their signatures thereto.

Carried.

**5.06 Bylaws**

Mr. Murray

1<sup>st</sup> Reading:

That By-law 2/2018 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, 2018 to June 30, 2019 be now read for a first time.

Carried.

Mr. Bartlette

1<sup>st</sup> Reading:

That By-law 3/2018 being a borrowing by-law in the amount of \$297,800 upon the credit of the Division by the issue and sale of the security to meet partial costs for the construction of:

**School**

**Project**

Betty Gibson School

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Green Acres School

Heating System and Unit Ventilator Replacement

Harrison School

Steam Heating System Replacement

King George School

Roof Replacement

New Era School

Grooming Room and Exterior Ramp

Waverly Park School

Roof Replacement

Be now read for the first time.

Carried.

Mr. Sefton

1<sup>st</sup> Reading:

That By-law 4/2018, being a borrowing by-law in the amount of \$25,000,000 for the purpose of temporary advances and loans for the purpose of making progress payments on the New Southeast Brandon K-8 school, be now read for the first time.

Carried.

**5.07 Giving of Notice**

**5.08 Trustee Inquiries**

**6.00 ANNOUNCEMENTS**

- a) Parent/Guardian/Division Advisory Committee Meeting – 7:00 p.m., Wednesday, May 2, 2018, Boardroom.
- b) Workplace Safety and Health Committee Meeting – 1:00 p.m., Tuesday, May 8, 2018, Boardroom.
- c) Personnel and Policy Committee Meeting – 3:30 p.m., Tuesday, May 8, 2018, Boardroom.
- d) Brandon Community Drug and Alcohol Education Coalition Meeting – 9:00 a.m., Thursday, May 10, 2018, Boardroom.
- e) NEXT REGULAR BOARD MEETING – 7:00 p.m. (Public), Monday, May 14, 2018, Boardroom.

Trustee Ross noted that it was likely Trustee Buri's last Board meeting, and thanked him for his many years of service to the Brandon School Division and his many years of service to the community of Brandon. She noted that the Board will miss him and wished Trustee Buri and his wife all the best.

Trustee Buri responded that it is with great anticipation that he and his wife are moving and that they are sad to be leaving the community. He thanked the Division and noted it had been great serving on the Board of Trustees.

**7.00 ADJOURNMENT**

Mr. Sefton – Ms. Bambridge

That the Board do now adjourn. (8:48 p.m.)

Carried.

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Chairperson

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Secretary-Treasurer



*The future is in our hands.*

## TURTLE MOUNTAIN SCHOOL DIVISION

P.O. Box 280 Killarney, Manitoba R0K 1G0  
Office: (204) 523-7531 Fax: (204) 523-7269

### ADMINISTRATION:

Tim De Ruyck  
Superintendent/CEO  
Kathy Siatecki  
Secretary-Treasurer  
Grant Wiesner  
Assistant Superintendent of Student Services  
Tyler Shiels  
Supervisor of Buildings & Maint.  
Attila Szabo  
Transportation Coordinator

RECEIVED

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Office of the Secretary-Treasurer  
Brandon School Division

Provincial Executive  
Manitoba School Boards Association  
191 Provencher Blvd.  
Winnipeg, MB  
R2H 0G4

## Appendix 'A'

Attention: Ken Cameron, President

Dear Mr. Cameron:

I am writing on behalf of the Turtle Mountain School Division Board of Trustees. We wish to express concern regarding the current M.S.B.A. membership fees as well as the M.U.S.T. Fund annual fees. We know this is a topic which has been raised in the past, both at regional meetings as well as the annual general meeting, and we wish to underscore our concerns.

As you are aware, in recent years the provincial government has reduced formula guarantee and at the same time has implemented further restrictions on the administration cap. This has put tremendous pressure on school divisions, and with the M.S.B.A. and M.U.S.T. fund fees falling within the administration cap we believe the M.S.B.A. must look to find efficiencies along with school divisions. In Turtle Mountain School Division our annual M.S.B.A. and M.U.S.T. fund fees total just under \$30,000 annually, which is approximately 5% of our administrative costs.

We also know the accumulated unrestricted surplus of the M.S.B.A. was reported at \$1,357,204 as of June 30, 2017, which is very high when compared to an annual budget of approximately \$3,200,000. We believe there should be an ability to reduce fees to school divisions by finding further efficiencies within the M.S.B.A., as well as accessing the unrestricted surplus. When looking at other revenue sources within the M.S.B.A., including investment income, it seems this too would enable a sustainable fee reduction.

We look forward to a response at your earliest convenience.

Sincerely,

Garth Nichol  
Board Chair, Turtle Mountain School Division

C. **Region One Board Chairs**



April 18, 2018

## Appendix 'B'

Dear Board Members,

The École secondaire Neelin High School Student Representative Council (SRC) has recently registered for the Canadian Student Leadership Conference (CSLC) which is to be held from September 25-29, 2018 in Edmonton, Alberta. Our students are quite excited to be participating in such an incredible conference and we're very excited to see what this experience can teach them. For more information, please visit the conference website at:  
<http://cslc2018.studentleadership.ca/>

The delegate fee for this conference is \$375 per attendee plus the cost of transportation, meals, and accommodations prior to the commencement of the conference (approximately \$600, additionally, per attendee). We are sending three student delegates, along with two teacher advisors, which will incur a total cost of approximately \$4,875.

Mr. Seekings has committed some financial support from École secondaire Neelin High School (for substitute coverage); as well, some Neelin Student Representative Council funds will be used to cover a portion of the delegate fees. As the cost of this trip is quite high, we are hoping to further decrease the amount so that this amazing opportunity is accessible to, and affordable for, each of the students and their families.

The student delegates wishing to attend this conference are very dedicated, motivated, and enthusiastic individuals. They are terrific ambassadors and will represent École secondaire Neelin High School and the Brandon School Division well. We would appreciate the opportunity for them to participate in such an incredible event at a national level. The connections they will make, the ideas and passion they will experience, and the skills they will develop will help build student leadership (and spirit) in our school. We are requesting any financial support, made available by the Board, in order to offset this cost.

Thank you in advance for your time and consideration.

On behalf of the École secondaire Neelin High School Student Representative Council,

Kerri Malazdrewicz  
Student Council Teacher Advisor  
École secondaire Neelin High School

Jamie Harrison  
Student Council Teacher Advisor  
École secondaire Neelin High School







# BRANDON TEACHERS' ASSOCIATION

The Town Centre  
Unit D4 – 800 Rosser Avenue  
Brandon, MB R7A 6N5  
Ph: (204)729-3141  
Email: [Office@btateach.com](mailto:Office@btateach.com)  
Website: [www.btateach.com](http://www.btateach.com)

April 27, 2018

## Appendix 'C'

Dr. Marc Casavant  
Superintendent/CEO  
Brandon School Division  
1031 – 6<sup>th</sup> Street  
Brandon, MB R7A 4K5

email: [casavant.marc@bsd.ca](mailto:casavant.marc@bsd.ca)  
Original via mail.

Dear Dr. Casavant:

Please be advised that at the BTA Council Meeting held Thursday, April 26, 2018, Mr. Peter Buehler has been acclaimed the President of the Brandon Teachers' Association for the term beginning July 1, 2018 to June 30, 2019.

Please consider this letter a formal request by Brandon Teachers' Association to second Mr. Buehler full-time, with salary and benefits to be paid by the Association.

Respectfully,

  
Alison Johnston  
Secretary  
Brandon Teachers' Association

/sb

c.c. Mr. Denis Labossiere, Secretary-Treasurer  
Mr. Peter Buehler, BTA President





# BRANDON SCHOOL DIVISION

## Report of Senior Administration to the Board of Trustees

May 14, 2018

### A. Administrative Information

#### I. CELEBRATIONS

##### 1. LEADERSHIP SUMMIT

Mr. Ron Harkness, Supervisor of Transportation, has been invited to attend a leadership summit of the Canadian Propane Association (CPA). The summit will take place from June 5-7, 2018 in Ottawa and the CPA will pay all associated costs for Mr. Harkness to attend. He will participate in a panel discussion entitled "Maximizing Auto-Propane: Moving the Needle". This will allow an opportunity for Mr. Harkness to share his expertise around Brandon School Division's propane school bus fleet, including case study information and cost benefit analysis.

##### 2. MANITOBA ORFF CHAPTER CHILDREN'S DAY 2018

Music for Children was founded by the well-known German composer and music educator Carl Orff (1895-1982), and developed by Gunild Keetman (1904-1990). The Orff approach was introduced to Canada in 1974 by Professor Doreen Hall (b. 1921). The Orff philosophy advocates that music teaching be experimental and elemental. The basic elements of rhythm, melody, harmony, timbre, form, and expression are experienced through a pedagogy of imitation, exploration, literacy, improvisation, and composition. The Orff teaching process involves speech, song, movement, recorder playing, playing of pitched and unpitched percussion instruments, and listening.

133 Grade 5 students and music teachers from Brandon School Division attended a day of creative music making at Orff Children's Day 2018, held on April 27 at the School of Music at Brandon University. Our students were joined by students and teachers from the Westman and Parkland regions as well as from Saskatchewan.

*"Accepting the Challenge"*

### **3. MUSIC MONDAY – MAY 7, 2018**

Brandon School Division elementary choirs and ensembles, the Brandon School Division Conservatory Youth Choir, Suzuki Talent Education Program, and the Brandon School Division Grade 8/9 Wind Ensemble joined hundreds of musicians of all ages for the fourth annual concert in recognition of Music Monday. This event was held at the Healthy Living Centre at Brandon University, and was organized through a joint effort of Brandon University and Brandon School Division.

### **4. BRANDON SCHOOL DIVISION ACTS OF KINDNESS SCHOLARSHIP**

The first Brandon School Division Acts of Kindness Scholarship was awarded at a special assembly at École O’Kelly School on May 4, 2018. The assembly was very well received and the students have been working all year on demonstrating acts of kindness.

## **II. COMMUNITY CONNECTIONS**

The following community connections were made by Dr. Casavant, Superintendent/CEO from April 17, 2018 to May 7, 2018.

- April 17, 2018 – Divisional Leadership Team meeting
- April 17, 2018 – meeting with MCM Architects and Public Schools Finance Board
- April 19, 2018 – announcement event re: new school, hosted by The Honourable Premier Brian Pallister
- April 19, 2018 – Chamber of Commerce *State of the Province* Luncheon
- April 19, 2018 – Joint meeting of City of Brandon and Brandon School Division
- April 20, 2018 – meeting with MCM Architects and Public Schools Finance Board
- April 23, 2018 – meeting with Ms. Janet Tomy, Coordinator, Student Achievement, Support and Innovation, Manitoba Education and Training
- April 24, 2018 – telephone meeting with IBM K-12 Education Canada
- April 25, 2018 – “Workshop for Workshops” professional development session facilitated by Dr. Danielle Fullan Kolton
- April 26, 2018 – Gay Straight Alliance meeting with high school counselors
- April 27, 2018 – meeting with MCM Architects and Public Schools Finance Board
- April 27, 2018 – Indigenous Education Leadership Round Table meeting
- April 30, 2018 – Pan-Canadian Assessment Program 2016 information session
- May 1, 2018 – *Get Real* presentation at Vincent Massey High School
- May 2, 2018 – *Get Real* presentation at Crocus Plains Regional Secondary School
- May 2, 2018 – Parent/Guardian/Division Advisory Committee meeting
- May 3, 2018 – School visit and meeting with School Leaders – Meadows School
- May 3, 2018- School visit and meeting with School Leader – J. R. Reid School
- May 4, 2018 – telephone meeting with IBM K-12 Education Canada

- May 4, 2018 – Kindness Assembly at École O’Kelly School
- May 4, 2018 – Dinner meeting with Archbishop Richard Gagnon, Father Michael Savarimuthu, and Mr. Chris Czarnecki, Principal, St. Augustine School
- May 5, 2018 – Brandon Urban Aboriginal Peoples’ Council – strategic planning meeting
- May 7, 2018 – meeting with Mr. Kevin Tacan, Indigenous Elder, Brandon School Division

### **III. SUSPENSIONS**

<u>SCHOOL</u>	<u>NO./STUDENTS</u>	<u>NO./DAYS</u>	<u>REASON</u>
High Schools	20 total	1 – 3 day	Drug and Alcohol Policy
		4 – 3 day	Assaultive Behaviour
		5 – 3 day	Unacceptable Behaviour
		4 – 5 day	Drug and Alcohol Policy
		3 – 5 day	Assaultive Behaviour
		3 – 5 day	Unacceptable Behaviour

### **IV. INFORMATION ITEMS**

#### **1. CROCUS PLAINS REGIONAL SECONDARY SCHOOL OFF-SITE ACTIVITY**

For Information..... G. Malazdrewicz

Crocus Plains Regional Secondary School submitted an off-site activity request for vocational students, consisting of four (4) male and two (2) female students in grades 11 and 12, to make a trip to Edmonton, AB, from June 2 to June 6, 2018, to attend the Skills Canada National Competition.

Mr. Chad Cobbe, School Leader, Crocus Plains Regional Secondary School and Mr. Greg Malazdrewicz, Assistant Superintendent recommended this trip for approval. Dr. Marc D. Casavant, Superintendent/CEO has given approval for this trip.

#### **2. SCHOLARSHIP AGREEMENT CHANGE FOR THE 2017/2018 SCHOOL YEAR**

For Information..... D. Labossiere

The following scholarship agreement change has been requested by the contributors for the 2017/2018 school year:

- Diamond Jubilee (1960) Chapter IODE: Update the date of the agreement for the 2017/2018 school year.

This is provided as information.

### **3. BUS/VEHICLE ACCIDENT**

For Information..... D. Labossiere

Correspondence has been received from the Supervisor of Transportation advising of an accident on Tuesday, May 8, 2018. At approximately 8:42 a.m., while training on regular route Orange 4, Bus 40-04 was involved in a collision. While turning from Hill Avenue into the École secondaire Neelin High School bus loading area the bus came into contact with a parked car. There were 18 students on board the bus at the time. There were no injuries to anyone on board the bus or to anyone outside the vehicle. There was damage to the other vehicle's driver side and no significant damage to the bus. The accident has been reported to Manitoba Public Insurance. This is provided as information.

## **V. PRESENTATIONS**

### **1. RESOURCE EDUCATION SPECIALIST**

For Information ..... M. Peirson

Ms. Marsilah Peirson, Resource Education Specialist, will provide an update on her portfolio.

### **2. CONTINUOUS IMPROVEMENT AT RIVERVIEW SCHOOL**

For Information ..... K. Braun, C. Grain, K. Corkish Makkituq

Mr. Kelly Braun, Principal, Ms. Cathy Grain, Resource Teacher and Middle Years Literacy Coach, and Ms. Kelly Corkish Makkituq, Teacher Librarian and Continuous Improvement Coach, will present on Continuous Improvement initiatives in progress at Riverview School.

## **B. Business Arising for Board Action**

### **I. INFORMATION FOR DISCUSSION AND CORRESPONDENCE**

#### **1. PERSONNEL REPORT**

For Information ..... B. Switzer

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

## **2. BRANDON SCHOOLS INSTRUMENTAL MUSIC ASSOCIATION AGREEMENT**

For Action .....D. Labossiere

In the 2018-2019 budget, the amounts of \$29,100 for instrument purchases and \$44,100 to replace band registration fees were approved. This financial support is contingent on the Association maintaining their corporate status and signing an agreement with the Brandon School Division on a yearly basis. The Agreement has now been drawn up for the 2018-2019 school year and is attached as Appendix A. A motion is included in the agenda for Board consideration. Please contact me should you require further information.

### ***RECOMMENDATION:***

*That the Agreement between the Brandon Schools Instrumental Music Association (BSIMA) and Brandon School Division (Division) regarding the financial support to be provided by the Division to BSIMA be approved and the Secretary-Treasurer and the Chairperson are hereby authorized to sign same.*

## **3. VINCENT MASSEY HIGH SCHOOL OFF-SITE ACTIVITY REQUEST**

For Action..... G. Malazdrewicz

Vincent Massey High School has submitted an off-site activity request (attached as Appendix B for Board of Trustees consideration) for history students in grades 10 to 12 (number of students to be determined) to make a trip to Greece and Italy, March 21 to March 31, 2019.

Mr. Bryce Ridgen, School Leader, Vincent Massey High School;  
Mr. Greg Malazdrewicz, Assistant Superintendent; and Dr. Marc D. Casavant, Superintendent/CEO have given approval for this trip. Approval from the Board of Trustees is respectfully requested.

### ***RECOMMENDATION:***

*That the request involving Vincent Massey High School history students in grades 10 to 12 (number of students to be determined) to make a trip to Greece and Italy, March 21 to March 31, 2019 be approved and carried out in accordance with Board Policy #9 – Board and Superintendent/CEO Relationship, as per the Board Governance Decision-Making Matrix.*

## **4. 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 C). The Agreement has been reviewed and

approved by Mr. Greg Malazdrewicz, Assistant Superintendent and myself. The Agreement is effective April 1, 2018 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, 2018 be approved.*

**5. PRAIRIE MOUNTAIN HEALTH AGREEMENT – SPEECH LANGUAGE SERVICES**

For Action .....D. Labossiere

The 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 D). The Agreement has been reviewed and approved by Mr. Greg Malazdrewicz, Assistant Superintendent and myself. The Agreement is effective April 1, 2018 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, 2018 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**

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018

BETWEEN:

**BRANDON SCHOOL DIVISION**

Hereinafter called the Division

- and -

**BRANDON SCHOOLS INSTRUMENTAL MUSIC ASSOCIATION INC.**

Hereinafter called BSIMA

WITNESSETH THAT:

AND WHEREAS an Agreement has been reached between the Division and Brandon Schools Instrumental Music Association Inc.;

AND WHEREAS the Division will support Brandon Schools Instrumental Music Association Inc. in the amount of **\$29,100** for instrument purchases and **\$44,100** to replace band registration fees for the 2018 – 2019 school year.

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreement herein contained, the Parties agree as follows:

1. Brandon Schools Instrumental Music Association Inc. agrees to provide copies of its Incorporation status prior to August 1<sup>st</sup> of each year to the Brandon School Division before any funding is transacted.
2. The Brandon School Division agrees to disburse the funds outlined in this agreement to the Brandon Schools Instrumental Music Association Inc. as follows:
  - a. The Division agrees to pay BSIMA the funding to replace band registration fees on or after August 1<sup>st</sup> within a thirty (30) day period; and

- b. BSIMA agrees to submit invoices for instrument purchases to the Division to be paid by the Division up to \$29,100. Any purchases submitted to the Division over and above \$29,100 will be invoiced back to BSIMA and will be subject to the payment conditions stated on the invoice.
  - c. The annual band registration funding of \$50/band student shall be calculated using the actual number of Grade 7 to 12 band students enrolled as of the Term 1 / November report for the preceding school year.
- 3. Brandon Schools Instrumental Music Association Inc. agrees to use the funding designated for instrument purchases (\$29,100) for that purpose.
- 4. Brandon Schools Instrumental Music Association Inc. agrees to use the funding designated to replace band registration (\$44,100) for that purpose.
- 5. This Agreement shall commence on the 1st day of July, 2018 (the "Effective Date") and shall continue until the 30<sup>th</sup> day of June, 2019.
- 6. (a) This Agreement may be terminated on thirty (30) days notice in writing by either party, such notice to be addressed to, in case of the Division, Secretary Treasurer, and in the case of the BSIMA, the President.  
  
(b) This Agreement will also be terminated in the event of default of either party of any term or condition of this Agreement, but only provided that the party not in default has served notice of default on the defaulting party, and after fifteen (15) days from the date of sending of such notice, the defaulting party has failed to cure its default.

For the purpose of this Agreement, default shall include, but not be limited to the following:

- (i) Failure by the Division to advance the monies pursuant to this Agreement;



- (ii) The failure of the BSIMA to use the funding for instrument purposes pursuant to Paragraph 3, and/or to replace band registrations as set out in Paragraph 4;
- (iii) The failure of the BSIMA to maintain its corporate registration and its Annual Returns throughout the course of the term of this Agreement; and
- (iv) The bankruptcy or insolvency of either party.

7. This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the Division has executed these presents by the hand(s) of its proper signing officer(s) in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and Brandon Schools Instrumental Music Association Inc. has executed these presents by the hand(s) of its proper signing officer(s) in that behalf, this 30th day of April, 2018.

Brandon School Division

Brandon Schools  
Instrumental Music  
Association Inc. (BSIMA)

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Board Member,

**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, 2018 and shall continue subject to annual appropriations as set forth in section 3(1) until March 31, 2019 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 & EMS, Chief Nursing and Allied Health Officer  
Prairie Mountain Health  
150A - 7<sup>th</sup> Street  
Brandon, Manitoba R7A 7M2

- 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

\_\_\_\_\_  
Vice President: Finance (CFO), Capital, Support Services  
& COO Brandon Regional Health Centre

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 with 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

\_\_\_\_\_  
Vice President: Finance (CFO), Capital, Support Services  
& COO Brandon Regional Health Centre

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

\_\_\_\_\_  
Vice President: Finance (CFO), Capital, Support Services  
& COO Brandon Regional Health Centre

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 day 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	Vice President: Finance (CFO), Capital, Support Services & COO Brandon Regional Health Centre
	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, 2018 and shall continue subject to annual appropriations as set forth in section 3(1) until March 31, 2019 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 and EMS, Chief Nursing and Allied Health Officer  
Prairie Mountain Health  
150A - 7<sup>th</sup> Street  
Brandon, Manitoba R7A 7M2

- 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

\_\_\_\_\_  
Vice President: Finance (CFO), Capital, Support Services  
& COO Brandon Regional Health Centre

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	Vice President: Finance (CFO), Capital, Support Services & COO Brandon Regional Health Centre
	Date: _____

**DIVISION**

_____	_____
Witness	Board Chair
	Date: _____

_____	_____
Witness	Secretary Treasurer
	Date: _____



**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

\_\_\_\_\_  
Vice President: Finance (CFO), Capital, Support Services  
& COO Brandon Regional Health Centre

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

**DIVISION**

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

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

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



**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

\_\_\_\_\_  
Vice President: Finance (CFO), Capital, Support Services  
& COO Brandon Regional Health Centre

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

## DIVISION

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

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

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







# BRANDON SCHOOL DIVISION

## Personnel and Policy Committee

### Minutes

Tuesday, May 8, 2018 – 3:30 p.m.

Boardroom, Administration Office

Present: J. Murray (Chair), S. Bambridge, L. Ross  
M. Casavant, D. Labossiere, B. Switzer

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#### 1. CALL TO ORDER

The Personnel and Policy Committee Meeting was called to order at 3:32 p.m. by Committee Chair, Trustee Murray.

#### 2. APPROVAL OF AGENDA

The agenda was approved as circulated.

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

The March 8, 2018 Minutes were received as information.

#### 4. COMMITTEE GOVERNANCE GOAL ITEMS

##### A. LETTER FROM THE BRANDON TEACHERS' ASSOCIATION (BTA) – IN-CAMERA

On April 11, 2018, the Division received notice from the BTA of its intention to renew or amend the Collective Agreement which expires June 30, 2018, and to commence collective bargaining.

This matter was discussed In-Camera.

##### B. LETTER FROM CUPE LOCAL 737 – IN-CAMERA

On April 6, 2018, the Division received notice from CUPE Local 737 of their desire to commence collective bargaining with a view of amending the terms of the existing Collective Agreement, which expires June 30, 2018.

This matter was discussed In-Camera.

#### 5. OTHER COMMITTEE GOVERNANCE MATTERS

##### A. PERSONNEL MATTER – IN-CAMERA

The Director of Human Resources provided an update to the Committee.

**B. PERSONNEL MATTER – IN-CAMERA**

The Director of Human Resources provided an update on a personnel matter.

**C. PERSONNEL MATTER – IN-CAMERA**

The Secretary-Treasurer provided an update on a personnel matter and received direction from the Committee.

**D. Sub Committee Reports – The Committee received as information and reviewed the following:**

- Job Evaluation Review - NIL
- Support Personnel Labour/Management Committee – April 26, 2018
- Teacher Liaison Committee – NIL

**6. OPERATIONS INFORMATION**

The Committee received as information and discussed the following:

- WCB – Return to Work Audit
- MSBA – CPI, Unemployment Rate, Regional Trends update.
  - March 2018
- MSBA Salary Bulletins regarding:
  - NIL

**7. NEXT REGULAR MEETING: TBA.**

The meeting adjourned at 4:23 p.m.

Respectfully submitted,

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J. Murray (Chair)

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S. Bambridge

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L. Ross

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M. Sefton (Alternate)



# BRANDON SCHOOL DIVISION

## SUPPORT PERSONNEL LABOUR/MANAGEMENT COMMITTEE MEETING

Date: Thursday, April 26, 2018 3:30 a.m. to 4:30 p.m.

Location: Board Room, Administration Office

Present:

CUPE: J. Rose (Co-Chair), C. Gyselman (CUPE)

DIVISION: S. Bambridge (Co-Chair), D. Labossiere (Secretary-Treasurer),  
B. Switzer (Director of Human Resources)

Regrets:

CUPE: S. Morgan

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### I. FOLLOW UP FROM PREVIOUS MEETING

Previous minutes of January 25, 2018 have been reviewed and signed by both Co-Chairs.

#### **Training for Home School Liaisons, School Administrative Assistants and casual staff in these classifications on computer programs being used; access to the programs when relieving:**

Jamie Rose expressed that he is still getting inquiries of replacements for Home School Liaison and Administrative Assistant not being able to do their jobs. We're bringing in replacements and they aren't able to do the work without the computer access.

Becky Switzer indicated that the replacements cannot be given the computer access. There are not the same securities on Atrieve as there were on Admin Connect. As there are more aspects of the job unrelated to Atrieve, the Home School Liaisons and Administrative Assistants should be able to prepare work for their replacements. Communications on this have been provided to Principals and they are to be assisting in coordinating this.

Becky Switzer added that Brent Ewasiuk is looking into access to the new SIS system for our Casual Home School Liaisons and Administrative Assistants. It is important that they receive training on this new system and it appears they will be scheduled for some training.

Jamie Rose asked if there is any way of getting in communication with Brent.

Becky Switzer informed that Brent has indicated communications will be going out and Jamie will be copied on it.

**New Employee Orientation Checklist:**

Jamie Rose shared a sample check list form for new staff and asked if it could be used for our employee groups.

Becky Switzer asked what the intent is for the form. As far as the check list itself, a lot of it is being recorded electronically.

Jamie Rose explained that it would be a check list for the individual employees.

Becky Switzer offered to review the form and provide feedback.

**Joint PD Committee:**

Jamie Rose asked if it would be possible to meet and share PD ideas with Administration, as not all groups feel they are being heard about ideas. Jamie referred to a joint PD committee.

Becky Switzer explained that PD ideas are brought forward to her and then she filters them out to the Supervisors. As part of this process a PD calendar is established. The goal is to offer sessions to build capacity and then offer opportunities to open doors to others in different classifications.

Carol Gyselman inquired when the best time is to provide PD ideas for consideration.

Becky Switzer indicated that PD ideas should be provided no later than February. Final planning is usually underway by April/May.

Sherilyn Bambridge added that round table discussions are fantastic, but there needs to be a topic to keep the focus. This provides opportunities for like groups to learn from each other.

Jamie Rose advised that they will provide a list of PD ideas no later than February on behalf of member groups.

**PD Ideas for Home School Liaisons (Round Table Discussion, Westman Immigration, SIRS, New Attendance System, Understanding the Computer System, NVCI Training, Lice Management, BSD Policy):**

**NEW BUSINESS****Atrieve**

Carol Gyselman advised there are some concerns from casuals with the new system and needing to try and accept jobs quickly off the work board at 4:00 pm. They are on the work board right at 4:00 and they still can't get the jobs.

Becky Switzer indicated that we have not had difficulty filling positions. We have provided our sub-casual employees the opportunity to attend information sessions on the new system.

Becky Switzer gave an example, that if the absent employee has a Life Skills designation (suite or mainstream), the system is looking for a replacement with Life Skills designation. Sub-Casual employees have been advised on how to request to have their skills reviewed by sending an email to Human Resources. During the school breaks these requests are considered and the employees are advised on whether they are approved for these additional areas.

Further discussions regarding the new Atrieve system identified that evening staff need to be reporting same day absences no later than 12:00 noon in order to secure sub coverage. Last minute absences are still of concern to find replacements.

## **II. MEETING DATES**

### Next Meeting Date

The committee will decide on meeting dates for the 2018/2019 school year at a later date in accordance with the Personnel Committee dates and following the September Committee Selection.

Meeting adjourned 4:05 p.m.

Respectfully submitted,

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S. Bambridge, Trustee  
Co-Chair

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J. Rose, CUPE President  
Co-Chair



## GRADE 5 MENTAL HEALTH SURVEY

[Healthy Child Manitoba](#) recently released the [Grade 5 Mental Health Survey Results 2015-2016](#). The survey measured the mental health and wellbeing status of Grade 5 youth across Manitoba through a Strengths and Difficulties Questionnaire, and self-rated questions on health and mental health. The survey was voluntary, with school divisions, independent schools, and First Nations invited to participate. Thirty-two of Manitoba's 37 school divisions took part.



**Healthy Child Manitoba**  
Putting children and families first

Both Grade 5 students and their teachers completed the survey. Students answered questions about their mental health and wellbeing, and teachers answered questions about their students. The survey looked at five areas of mental health and wellbeing: prosocial behaviour, emotional symptoms, peer relationship problems, conduct problems, and hyperactivity/inattention. Results of the survey will be used to determine ways in which youth mental health and wellbeing can best be supported.

**Manitoba**



## CANADA SERVICE CORPS

Each year, we learn about some of the outstanding young people in Manitoba when we review nominations for our annual Student Citizenship Awards. But did you know that the Government of Canada has a program to recognize and support the work of some of those same students year-round?



The [Canada Service Corps](#) believes that young Canadians want big things for themselves, their communities and their country, so it's building a program that gives youth the opportunity to serve, while learning valuable skills and gaining experience. One important aspect of this program are the [#RISINGYOUTH Community Service Grants](#). These grants come in three different amounts:

- \$250 grants, awarded monthly, for simple ideas like community events or gatherings;
- \$750 grants, awarded bi-monthly, for bigger ideas, such as building a community garden, or distributing care packages; and
- \$1500 grants, awarded quarterly, for projects that involve a larger group of people to drive impact. Projects at this level of funding need a budget and a mentor or community reference to apply.

Projects must be created and led by youth, and applications can be submitted online. To learn more, check out the [#RISINGYOUTH FAQs](#).

## TALKING CANNABIS

On April 19, Manitoba School Boards Association Executive Director Josh Watt represented the Canadian School Boards Association before the Standing Senate Committee on Social Affairs, Science and Technology. The topic of discussion was Bill C-45, [The Cannabis Act](#). We've posted a link to the [committee hearing](#) on our advocacy page.



## WHY DO YOU SERVE?

School board elections are six months out, and in the next few weeks, we'll be distributing updated resources to school divisions to help them inform potential candidates and the broader community about the role of school boards, and the importance of trustee elections. But in the meantime, we're hoping that you will help us build one of those resources by answering one simple question: why do you serve as a school trustee? Your answer—which can be anywhere from one to three sentences long—will be used to provide a snapshot of the varied backgrounds and motivations of Manitoba's 300+ serving school trustees. And speaking of snapshots . . . we will be asking featured trustees for a photo to include with their statement. Questions, comments, or a statement for inclusion? E-mail Director of Education and Communication Services [Heather Demetrio](#).



## School Boards Leadership, Service & Advocacy for Kids Learning & Communities

### School Trustee Elections - October 24, 2018

## WORTH A LOOK!



The Conference Board of Canada®

A new publication by the [Conference Board of Canada](#), [Making the Connection: Growing Collegiality and Collaboration between K-12 and PSE Educators](#), may be of interest to school boards and administrators. This report offers insights into how partnerships and communities of practice can improve the connection between K-12 and PSE educators in the arts, humanities, and social sciences, to the benefit of educational institutions, educators, and students. There is no charge to access this document, but an E-library account is required.

follow us [@MBSchoolBoards](https://twitter.com/MBSchoolBoards)



# Appendix 'E'

## e-bulletin

May 9, 2018

191 Provencher Blvd. Winnipeg, MB R2H 0G4  
Phone: 204-233-1595 Toll Free: 1-800-262-8836

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

Follow us on Twitter [@MBSchoolBoards](https://twitter.com/MBSchoolBoards)

### CONVENTION 2018 FOLLOW-UP

The association's [policy manual](#) has been updated and posted to our website. The document has been renamed Policies and Requests for Action, in accordance with by-law amendments adopted in 2018. It contains all current association policy statements, as well as individual resolutions. Those resolutions, now called requests for action, will remain on the books for three years, after which time they will be permanently archived unless reintroduced and adopted by a future convention.

Also, if you attended the workshop on Instructional Walkthroughs for the Purpose of School Improvement presented by Julie Cordova and Mike Wake from St. James-Assiniboia S.D. and were looking for a copy of that presentation, it's now available. It was distributed in a recent divisional email, or to obtain a copy directly, email [Heather Demetrioff](mailto:Heather.Demetrioff@mbca.ca).

### PCAP 2016

On April 30, the Council of Ministers of Education, Canada (CMEC) released the [results](#) of the most recent iteration of PCAP (the Pan-Canadian Assessment Program). The major focus of PCAP 2016 was reading, with a minor focus on science and math. This release generated significant attention not only in Manitoba but across Canada, with much of that attention focused on comparing levels of achievement between provinces, genders, or linguistic groups. Lost in that analysis were three critical facts: the vast majority of students in Manitoba and Canada meet or exceed expectations in all three subject areas; levels of achievement are increasing in Manitoba; and social factors such as poverty impact dramatically on academic outcomes. In order to help sort through the noise, we have prepared a [background paper](#) on PCAP, as well as an [official association response](#), which can be accessed from our [advocacy page](#).



cmeC

### SURVEYING YOUTH SERVICES

As part of its efforts to improve services for youth, the Government of Canada is inviting young Canadians (aged 14+), their parents, and people who work with youth, to participate in an online survey. School boards and their communities have been specifically identified as a target group, so now's your chance to make your views known! Any personal information collected in the survey will remain strictly confidential. The [survey](#) will be open until the end of August 2018.

ONLINE SURVEY

### EECOM CONFERENCE

The [Canadian Network for Environmental Education and Communication \(EECOM\)](#) is a national network for environmental learning. EECOM envisions a country where Canadians are environmentally literate, engaged in environmental stewardship and contribute to a healthy, sustainable future for all. Its 2018 conference, [Classrooms to Communities \(C2C\)](#), aims to further that vision. Specifically, the conference will promote leadership capacity for place-based education and environmental literacy, communicate success stories of place-based education, support the integration of place-based education, and build greater capacity as a network of place-based education leaders, including teachers, schools, school districts, and community organizations.



The 2018 conference runs from October 18 to 21 at St. Eugene Mission Resort in BC's Kootenay Rockies. This is the site of a former residential school that is now owned and operated by the Ktunaxa Nation as a vehicle for education and economic development. Registration opens on May 15, 2018.

### #TRUSTEESERVE

As reported in our [last e-bulletin](#), we're looking for volunteers to answer one simple question: why do you serve as a school trustee? Those answers, which can be anywhere from one to three sentences long, will be used to provide a snapshot of the varied backgrounds

and motivations of Manitoba's 300+ serving school trustees. And speaking of snapshots . . . we will be asking featured trustees for a photo to include with their statement. Alternately, they can arrange to stop by the office for a free photo shoot and updated headshot. Thanks to those who have already volunteered with their answers, but we still have room for more. Questions, comments, or a statement for inclusion? E-mail Director of Education and Communication Services [Heather Demetrioff](mailto:Heather.Demetrioff@mbca.ca).



**School Boards** Leadership, Service & Advocacy for Kids Learning & Communities

**School Trustee Elections - October 24, 2018**

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

## Manitoba Students Actually Do Make the Grade

### Our Response to the Report of the 2016 Pan-Canadian Assessment Program (PCAP) April 30, 2018

For many years, Manitobans have been told that our students are the lowest performing in the country. Whether in reading, math or science, they have heard they are “in last place”. Critics have responded in varied ways: by attacking investments in public education as misplaced or ill-conceived; by embarking on fault-finding missions, with school boards, teachers, and parents among the preferred targets; and even by heaping blame on the universities from which our teachers graduate.

Today's release of scores from the 2016 Pan-Canadian Assessment Program (PCAP) should provide these critics with some additional food for thought. Designed by Canada's Ministers of Education, PCAP is a skills-based test written nationwide, every three years, by randomly selected students in Grade 8. According to PCAP 2016, Manitoba students have, over time, shown positive change in reading, math and science. For Manitoba, there have been gains in overall reading and science achievement, along with significant improvements in mathematics.

PCAP 2016 also confirms a long-standing trend: like every other Canadian jurisdiction, eight out of ten Manitoba students perform at or above the national standard in these subjects. While much ado can be made concerning the mean scores for each subject province by province, PCAP 2016 also has something important to say about this: no province scored above the Canadian mean across all three of the subject areas and only Quebec, Ontario and PEI scored at or above the Canadian mean when these subject areas are reviewed independently from one another.

The final message: when looking at PCAP, it is important for us to keep calm and carry on. From coast to coast, we all have a lot of work to do. Here in Manitoba, we are improving our outcomes over time but in so doing, it is important to recognize at all times that we remain global leaders in offering quality education. Whether we achieve an 18 or 24 karat standard compared to our next nearest neighbours in Canada, gold remains gold. This is an important truth long understood by Manitoba's education community.

All Manitobans need to take stock of these results, and recognize what's behind them. We need to celebrate our teachers, who help students of every background, language, and ability overcome whatever challenges and obstacles they face. We salute our parents and caregivers, whose love and commitment at home make success at school possible. We gratefully acknowledge the citizens of Manitoba, who continue to invest in our kids and their education. Manitoba's progress under PCAP 2016 reflects Manitobans working together to ensure that our students have what they need as they work their way to the very top.

The 2016 PCAP results should also put to rest another myth: that our current provincial government inherited a broken education system that needed to be fixed. At the same time that citizens were casting their ballots during the spring 2016 election, our students were writing the same test that



would show how far they had come since PCAP 2010 and 2013. With the latest results now coming two years after the provincial elections, what is clear is that Manitoba remains on the right track. Reaching for the top continues to be our foremost priority.

The critics will however, choose to narrowly point out that Manitoba's mean scores in reading, math and science remain lower than any other province. If these are truly the only measures that count, and they most certainly are not, what then can help to fix these scores, as we reach for the top? In Manitoba, we have long known that poverty is an important factor in student success. Manitoba's children continue to hold the regrettable distinction of being those who are most in poverty nationwide. We also know that most of those students who do not meet or exceed PCAP's national standards come from homes where parents struggle to make ends meet, where having any money left at the end of the month is an exception, not the rule. And what we do know is that such home-front realities for our kids can influence test scores between provinces by up to 40 percent.

It is therefore always true that, when national test scores are adjusted to account for household income, Manitoba rises even closer to the top. In such a context, we therefore cannot take our students' test results for granted. Manitoba has work to be done, both within but especially beyond the classroom, if all students are to have an equal opportunity to excel. Poverty is a factor that we must all address. In this respect, that our children can continue to rise above such a challenge is the result of our concerted efforts, continued investment, and concrete faith in the children of this province. But we have to stay the course.

Staying the course means maintaining or expanding funding and resources. PCAP 2016 comes just as our classrooms received the lowest Provincial budget commitment in nearly two decades. As contingency supports for newcomer and refugee students have been adjusted by just \$40,000 province-wide. As we learn that \$60 million in spending on education is to disappear, cent by cent over the next six years, from those school boards who need this support the most. In this context, staying the course will become increasingly difficult.

Staying the course also means taking time for reflection. As Manitoba waits for the launch of an "education review" by the provincial government, PCAP 2016 shows what can happen when we do work together. It clearly demonstrates that ours is not a broken school system in need of repair or reform. Instead, PCAP 2016 results should encourage all Manitobans to continue to partner with their public education system for even greater improvements, and to remain focused on meeting the needs of our kids. Now more than ever, we cannot allow an education review to rearrange and restack the jenga blocks of our public school system. To do so may risk future progress, because we know what can happen when even one of those blocks is removed.

PCAP 2016 shows that the public's continued investment in education pays dividends. PCAP 2016 also proves that neither our students nor those who provide for their education deserve our collective criticism. Across this province, trustees and superintendents are striving to create the right conditions for improved academic success. Teachers are helping students to face their challenges face forward and to succeed. Parents and caregivers are providing that extra support needed beyond the classroom, helping our kids rise towards the very top. And as the end result, our students truly are making the grade.

### **THE FACTS ON PCAP (THE PAN-CANADIAN ASSESSMENT PROGRAM)**

#### **WHAT IS PCAP?**

Every three years, starting in 2007, Canadian students in Grade 8 participate in writing paper-based national test that is designed to measure how these students perform, in reading, math and science. The total time required to complete the test is 90 minutes for the cognitive or performance-based subject matter questions, with an additional 30 minutes for additional questions that help to provide information concerning their background context. The test has been created by the Council of Ministers of Education, Canada (or CMEC) and is written by students across Canada's ten provinces in both majority and minority language schools (English and French).

For the latest test, written in spring, 2016, approximately 27,000 Grade 8 students participated across 1,500 schools nationwide. The test is not written by students in Canada's northern territories and students enrolled in federally funded First Nations schools do not write the test either. The major focus subject tested by PCAP in 2016 was reading, with minor subject focus on science and mathematics. Every three years, the major and minor focus areas rotate among these three subject matters. A weblink to which is provided at the end of this document.

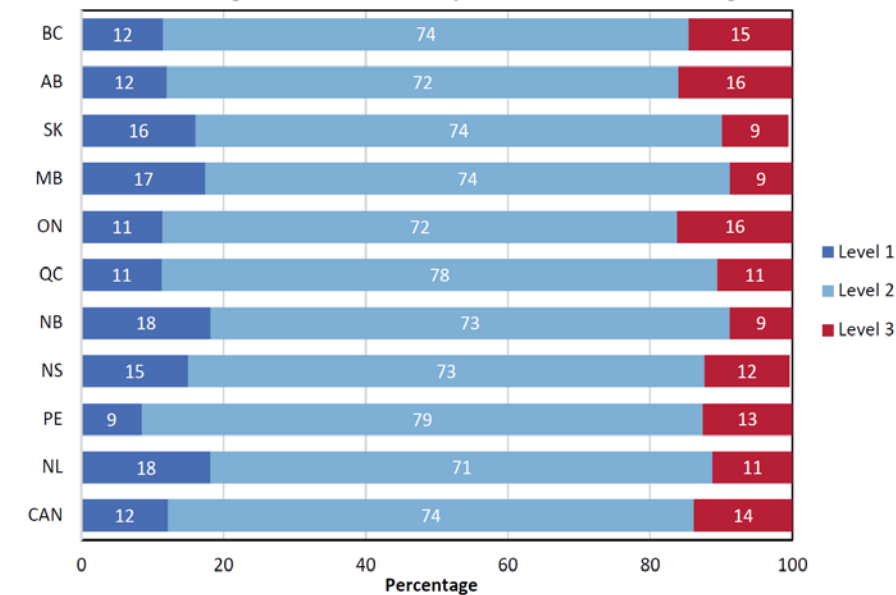
#### **HOW DID MANITOBA'S STUDENTS DO ON THE TEST?**

In Manitoba, 2,600 Grade 8 students (out of an approximate total of 13,000 students) in 163 schools participated in writing the test. Manitoba's students' overall test performance places our province in close proximity to the average abilities of all other students nationwide, as based on the CMEC "mean" or average score. The 2016 PCAP test shows that this fact remains true across reading, science, and mathematics. In terms of average score, Manitoba's Grade 8 students achieved an overall average (or "mean") score of 487 in reading, a score of 479 in mathematics, and a score of 491 in science.

These scores tell us about the general level of skill or ability of our students, and explain how much they know and what they can do in each of the tested subject areas. Each score indicates that on average, Manitoba students are able to perform according to Level 2 or 3. This further indicates that they are able to achieve at the expected level of achievement for their grade level in a certain subject area. PCAP also tells us that in terms of the major focus area (reading): 83 percent or over eight out of ten Manitoba students, perform at or above the normally expected level of proficiency for this subject matter (see Figure 1.2 on the next page, as reproduced from page 18 of the PCAP Report). This overall result tends to reflect the situation across all of Canada, with minor variance between Levels 2 and 3 achievement.

To obtain a better understanding of what each of the reading scores mean as defined by the CMEC, please consult Tables 1.2, 1.3 and 1.4 on page of the Report (interpretation of reading scores). Definition of scores for mathematics and science can be found across the 2007, 2010, and 2013 PCAP Reports, which are accessible at: [https://www.cmec.ca/240/Pan-Canadian\\_Assessment\\_Program\\_\(PCAP\).html](https://www.cmec.ca/240/Pan-Canadian_Assessment_Program_(PCAP).html)

**FIGURE 1.2** Percentage of students at each performance level in reading



## WHAT “GRADE” DID OUR STUDENTS GET ON THE TEST?

Unlike most tests, PCAP is not based on traditional “grading” scales (for example, letter grade scales based on “A, B, C, D, F”, or 100 point scales based on percentages). Instead, the scores achieved by Manitoba’s students tend to reflect their overall knowledge and skill. Therefore, PCAP addresses positive or negative differences in proficiency and achievement over time, as compared to earlier test results.

Put another way, there are no “right” or “wrong” scores on PCAP tests. The way that students answer questions on the test show us how much a student knows or what they can do, according to their overall level of ability or proficiency. The scores also show us where we need to focus so that, as a public school system, we can help students build upon their existing skills and proficiency by the time they graduate from high school.

Finally, because PCAP serves as a benchmark for us to measure outcomes in subject matter areas over the span of time, we can learn whether our achievement reflects positive differences over time, steady results, or negative change. This then in turn helps us as a school system to know where to increase classroom efforts for even greater achievement in the future.

In these respects, according to the Report of PCAP, a positive change in reading overall was found in British Columbia, Manitoba, Quebec, New Brunswick, Nova Scotia and PEI, while in mathematics, significant improvements in achievement between 2010 and 2016 occurred overall in Canada and in all provinces except Ontario, where results remained stable over time. Finally, in the PCAP 2016 Science

Assessment, Canadian students registered higher scores over time, compared to the baseline year of 2013. Manitoba, Quebec, and New Brunswick showed gains in science in both the anglophone and francophone school systems, and more than half of the provinces showed gains for girls. Achievement improved over time for boys in Manitoba, Quebec, New Brunswick, and Prince Edward Island. Please see page 151 and 152 of the 2016 PCAP Report for these and other concluding observations.

## **HOW DO MANITOBA'S STUDENTS COMPARE TO OTHER STUDENTS?**

The results and outcomes that are achieved by Manitoba's students on PCAP tests have often been used for a variety of different purposes, one of which involves comparing Manitoba's students with those in other provinces. While mean scores can be rank-ordered in such manner as to categorize results in ascending or descending order, from the highest to lowest score achieved, doing so also deserves greater contextualization, in terms of how many students within each jurisdiction meet or exceed the expected level of performance for their grade level, and other important background factors, such as socioeconomic status. The latter factor can influence test score outcomes by a factor of up to 40 percent. This increases to 60 percent difference when both family background (including socioeconomic status) and school context are considered when calculating each province's outcome.

### **PCAP 2016 Achievement scores by province**

Province	Reading	Math	Science
British Columbia	509	494	505
Alberta	510	505	518
Saskatchewan	491	483	491
Manitoba	487	479	491
Ontario	512	508	510
Quebec	503	541	507
New Brunswick	489	498	500
Nova Scotia	498	497	499
Prince Edward Island	513	503	516
Newfoundland and Labrador	491	490	501
<b>Canada</b>	<b>507</b>	<b>511</b>	<b>508</b>

**PLEASE NOTE:** Results in this Table are referenced from analyses (including greater detail and context) contained in Tables 1.9, 2.1 and 3.1 on pages 23, 36 and 45 of the 2016 PCAP Report.

Situated in the context of how many Manitoba students perform according to Level 2 and expectations in reading, mathematics and science (viewed longitudinally across PCAP tests), it remains true that over eight out of ten students continue to meet or exceed these standards, again reflecting a national trend.

## **WHAT ELSE DOES PCAP TELL US?**

There is a lot of valuable information that PCAP 2016 tells us, based on Canada's and also Manitoba's scores in reading, mathematics and science. Results are further analysed in terms of gender and also by enrolment of students in majority or minority language schools. As the major subject focus for the 2016 test was reading, it is also possible to review results in terms of four critical proficiencies related to this subject area, including understanding, interpreting, and responding (personally and critically) to texts. For information on Manitoba specific results under PCAP 2016, please see pages 81-90 of the Report.

## **IN CONCLUSION: THE MANITOBA SCHOOL BOARD ASSOCIATION'S MAJOR OBSERVATIONS ABOUT PCAP 2016**

Our students' overall abilities help to place Manitoba Grade 8 students on a competitive standing with their national peers, in all three of the subject areas (reading, mathematics and science) that were tested by PCAP in 2016. While Manitoba remains below the Canadian average in all three subject areas according to the mean scores set by PCAP, the overall margin of difference between the top performing and last performing jurisdiction remains insignificant, when situated in the context of our students' performance according to standard expectations at Level 2 and 3 proficiency.

It is reasonable to expect that across Canada and in Manitoba, our students' abilities in reading, mathematics and science will change across PCAP tests. Where positive differences are noted, this reflects improvement between one test and another and generally reflects positive changes to each province's school system in terms of teaching and learning. In this respect, PCAP concludes that Manitoba has experienced positive change over time in terms of reading, mathematics and science (see Tables 1.19, 2.6 and 3.6 on pages 32, 41 and 49 in the PCAP 2016 Report).

Additional reports and analyses will be released in late 2018 by CMEC, concerning the 2016 PCAP outcomes. These will include contextual and technical reports with additional details concerning the administration of the test and provincial performance. Notwithstanding this additional reporting, the observations and facts provided in this fact sheet will remain valid and applicable.

## **WHERE CAN I GET MORE INFORMATION ABOUT PCAP?**

Please visit the website and webpages of the Council of Ministers of Education, Canada at:

### **English Overview:**

<https://www.cmec.ca/536/Overview.html>

### **French Overview:**

<https://www.cmec.ca/552/Aper%C3%A7u.html>

### **English Report:**

<https://www.cmec.ca/Publications/Lists/Publications/Attachments/381/PCAP-2016-Public-Report-EN.pdf>

### **French Report:**

<https://www.cmec.ca/Publications/Lists/Publications/Attachments/381/PCAP-2016-Public-Report-FR.pdf>

## THE BRANDON SCHOOL DIVISION

### BYLAW NO. 2/2018

A Bylaw of the Board of Trustees of The Brandon School Division in Manitoba, providing for the borrowing of moneys upon the credit of the said School Division to meet current expenses for the fiscal year, July 1, 2018 to June 30, 2019.

WHEREAS the estimates of the said School Division for the above-mentioned fiscal period have been made and the budget of the Division for the fiscal year of July 1, 2018 to June 30, 2019 was the sum of **ONE HUNDRED AND TWO MILLION, FOUR THOUSAND, SEVEN HUNDRED (\$102,004,700) DOLLARS.**

AND WHEREAS the Board of Trustees of the said School Division have not yet received any moneys on account of School Taxes for the year 2018/2019 from Municipalities nor any moneys from the Provincial Government by way of grant for the year 2018/2019 SAVE THE SUM OF *nil* Dollars (\$ -- ) from MUNICIPALITIES and THE SUM OF *nil* Dollars (\$ -- ) from the PROVINCIAL GOVERNMENT.

AND WHEREAS no moneys have been previously borrowed to meet the expenditures of the 2018/2019 fiscal period SAVE AS SET OUT IN THE FOLLOWING SCHEDULE, THAT IS TO SAY: Nothing previously borrowed.

AND WHEREAS the amount (if any) heretobefore borrowed and the amount hereby authorized to be borrowed do not exceed the amount of the said estimate after deducting therefrom such sums (if any) as have been paid over by Municipalities or by the Provincial Government on account of the amount required for July 1, 2018 to June 30, 2019 expenses of the School Division.

NOW THEREFORE the Board of Trustees of The Brandon School Division, in session assembled enacts as follows:

(1) THAT the Board of Trustees of the said School Division do borrow up to the sum **TWENTY MILLION (\$20,000,000) DOLLARS** from THE CANADIAN IMPERIAL BANK OF COMMERCE upon the credit of the said School Division, and do pay or agree to pay interest thereon either in advance or at maturity, and in either case after maturity, at the rate of PRIME less 0.6 per centum per annum.

(2) THAT the said borrowing may be by means of (a) an overdraft on the account of the School Division with the Bank by cheques signed by the Chairperson or Vice-Chairperson & Secretary-Treasurer or Assistant Secretary-Treasurer of the said School Division, or (b) a promissory note or notes of the said School Division, such note or notes to be attested by the signatures of the Chairperson and Secretary-Treasurer of the said School Division.

(3) THAT the amount so borrowed shall be a first charge upon any moneys to be received by the Board of Trustees on account of the estimate for July 1, 2018 to June 30, 2019 for the purposes of the said School Division whether from the Municipality or from the Provincial Government or from any other source and as the same are received the said School Division shall deposit them with the said Bank for payment of the amount so borrowed with interest thereon but the said Bank shall not be restricted thereto for payment of the sum or sums so borrowed nor shall it be bound to wait for repayment of the moneys so borrowed until the Municipality or the Provincial Government has discharged its obligation to the School Division nor be obliged to see that moneys paid to the School Division are deposited or applied as aforesaid

(4) THAT this Bylaw shall extend to and cover borrowings by the said Board of Trustees for the period commencing the 1st day of July, 2018, and to the extent necessary, this Bylaw shall have retroactive effect so as to be deemed in full force and effect at the commencement of said term.

(5) THAT nothing herein contained shall waive, prejudicially affect or exclude any right, power, benefit or security by statute, common law or otherwise given to or implied in favor of the said Bank.

GIVEN FIRST READING by the said Board of Trustees of The Brandon School Division, assembled at Brandon, in the Province of Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SECOND READING: \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THIRD READING: \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairperson

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

I, Denis Labossiere, Secretary-Treasurer of The Brandon School Division  
DO HEREBY CERTIFY the above to be a true copy of  
Bylaw No. 2/2018.

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

THE BRANDON SCHOOL DIVISION

BYLAW NO. 3/2018

Being a bylaw of the Board of Trustees of The Brandon School Division for the purpose of borrowing the sum of Two Hundred Ninety-Seven Thousand Eight Hundred Dollars (\$297,800) and of issuing a Debenture and/or Promissory Note (hereinafter called the Security) therefore.

WHEREAS it is deemed necessary and expedient to raise by loan the sum of \$297,800 upon the credit of the Division for the purpose of payment to meet partial costs for construction of the following:

<u>School</u>	<u>Project</u>
Betty Gibson School	Grooming Room
Earl Oxford Middle School	Grooming Room
George Fitton School	Roof Replacement
Green Acres School	Gymnasium Addition
Green Acres School	Heating System and Unit Ventilator Replacement
Harrison School	Steam Heating System Replacement
King George School	Roof Replacement
New Era School	Grooming Room and Exterior Ramp
Waverly Park School	Roof Replacement

NOW THEREFORE, pursuant to the provisions of The Public Schools Act, the Board of Trustees of The Brandon School Division, duly assembled, enacts as follows:

- 1) That it shall be lawful for the said School Trustees to borrow the sum of \$297,800 by the issue and sale of the Security of the said School Division as set out below.
- 2) That the said Security shall be issued at Brandon, Manitoba and shall be dated the 31<sup>st</sup> day of May 2018 and shall be payable to the Registered Holder at the Office of the Minister of Finance, Winnipeg, Manitoba as follows:

The Security shall be so issued that the amount thereby borrowed shall be repayable in twenty (20) equalized consecutive annual installments of \$21,191.22 each, including principal and interest at the rate of 3.625 per cent (%) per annum, payable annually on the 31<sup>st</sup> day of May as per Schedule "A" attached.

- 3) That the first installment shall be payable on the 31<sup>st</sup> Day of May 2019.
- 4) That the Security shall be signed by the Chairperson of the Board and the Secretary-Treasurer of the said School Division.
- 5) That provisions shall be made for the payment of the said Security, and such provision shall form part of, and be included in, the annual statements of monies required for the purpose of the School Division.

GIVEN FIRST READING by the said Board of Trustees of The Brandon School Division assembled at Brandon, in the Province of Manitoba, this 23<sup>rd</sup> day of April 2018.

SECOND READING the \_\_\_\_ Day of \_\_\_\_\_, 2018.

THIRD READING the \_\_\_\_ Day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairperson

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

CERTIFIED a true copy of Bylaw No. 3/2018 of the Board of Trustees of the Brandon School Division given first reading, the day and year above written.

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



# BRANDON SCHOOL DIVISION

## BY-LAW NO. 4/2018

Being a by-law of the Board of Trustees of the Brandon School Division to authorize the construction and to provide for other related costs in respect of the following building projects:

Project Name: South East Brandon – New K-8 School

Project Number: BR NEW MA 2018 1

WHEREAS the Minister of Education and Training has approved the construction of the aforesaid project(s) pursuant to the provision of Section 74 of The Public Schools Act.

AND WHEREAS, pursuant to Section 213 (2) of The Public Schools Act, it is deemed expedient to make provisions for temporary financing therefore by entering into an agreement with the Canadian Imperial Bank of Commerce for temporary advances and loans for the purpose of making progress payments on the said project as they fall due, subject to the approval of The Public Schools Finance Board as provided in said Section 213 (2) of the Public Schools Act.

AND WHEREAS the Board of the Brandon School Division from time to time shall pass a bylaw or bylaws authorizing the issue of long term security to repay the amount of the temporary advances or loans and to fix the rates and levies required to repay the said securities.

NOW THEREFORE, the Board of Trustees of The Brandon School Division in session duly assembled enacts as follows:

1. That the Board of Trustees of the Brandon School Division may proceed with the aforementioned project(s) and for that purpose enter into an agreement with the Canadian Imperial Bank of Commerce, for temporary advances and loans in an amount not exceeding \$25,000,000.00.
2. That the Board of trustees of the Brandon School Division shall keep a separate capital ledger account to record the expenditures made in respect of the said projects and shall open and maintain at its bank a separate capital bank account wherein progress payments on the said projects shall be charged as required.
3. That the proper officers of the Brandon School Division authorized to borrow under the said agreement by an overdraft on the account of the School Division with the Bank by cheques in the amounts required from time to time sufficient to make progress and other payments on the said projects as they fall due.
4. That the Board of Trustees shall from time to time pass the necessary by-law or by-laws authorizing the issue of securities to repay the amount of the temporary advances and loans to provide for meeting payments on the said securities as they fall due by applicable rates and/or levies until the securities has been fully paid and satisfied.

GIVEN FIRST READING by the said Board of Trustees of the Brandon School Division, assembled at Brandon, in the Province of Manitoba, this 23<sup>rd</sup> day of April, A.D., 2018.

SECOND READING \_\_\_\_\_ A.D., 2018

THIRD READING \_\_\_\_\_ A.D., 2018

(CORPORATE SEAL)

\_\_\_\_\_  
Chairperson

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

Certified a true copy of By-Law No. 4/2018 of the Board of Trustees of the Brandon School Division given first reading, the day and year above written.

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

(CORPORATE SEAL)



**Education and Training**

Public Schools Finance Board

402 - 258 Portage Avenue, Winnipeg, Manitoba, Canada R3C 0B6

T 204-945-0205 F 204-948-2001

RECEIVED

MAY 10 2018

Office of the Secretary Treasurer  
Brandon School Division

May 8, 2018

Denis Labossiere, CPA, CGA,  
Secretary-Treasurer  
Brandon School Division  
1031 – 6<sup>th</sup> Street  
Brandon MB R7A 4K5

Dear Mr. Labossiere:

**RE: TEMPORARY BORROWING BY LAW NO. 4/2018**

The above noted by-law is returned herewith, approved by the Public Schools Finance Board and authorized thereof.

This by-law may now be given second and third readings at your next Board meeting, after which it may be presented to your bank to secure temporary financing for project BR NEW MA 2018 1.

Please notify this office of the date of second and third readings, **IN WRITING**, as soon as possible.

Yours truly,

Wendy Shaw, CPA, CGA  
Accounting and Consolidations

Enclosure