

**REGULAR MEETING ----- October 9, 2018**

**Minutes of the Regular Meeting of the Board of Education of the Chinook School Division No. 211 held on Tuesday, October 9, 2018 at 3:00 p.m. in the Chinook Education Centre.**

**PRESENT:** Kimberly Pridmore  
Allan Bridal  
Larry Caswell  
Dianne Hahn  
Susan Mouland  
Tim Ramage  
Katelyn Toney  
Tim Weinbender

Kyle McIntyre – Director of Education  
Rod Quintin – Chief Financial Officer  
Joanne Booth – Communications Coordinator  
Jackie Wiebe – Executive Assistant

**REGRETS:** Shane Andrus

**GUESTS:** **School Presentation: Swift Current Comprehensive High School**  
**Principal:** Larry Kielo; **Teachers:** Joe Carnahan and Mark Tollefson; Superintendent: Dan Kerslake; **Students:** Jessie Hattum, Austin Meyer, Danika Messer and Dawson Harlow

**Staff Presentation:** Kevin Jones, Manager of Transportation and Facilities

The meeting was called to order at 3:00 p.m. by Acting Chair Kimberly Pridmore

AGENDA 115/18 Weinbender THAT the Agenda be approved as circulated and revised.

CARRIED

MINUTES 116/18 Mouland THAT the Minutes of the Regular Meeting of September 10, 2018, be approved, as presented.

CARRIED

**REGULAR MEETING ----- October 9, 2018**

CONSENT 117/18 Toney THAT the Consent Agenda Items be approved.  
ITEMS

CARRIED

Kevin Jones, Manager of Transportation and Facilities presented  
The Transportation Status Report and the Facilities Status Report.

TRANS 118/18 Hahn THAT the Transportation Status Report be received.  
REPORT

CARRIED

FACILITIES 119/18 Ramage THAT the Facilities Status Report be received.  
REPORT

CARRIED

Kyle McIntyre, Director of Education, presented the Official  
Enrolments Report.

OFFICIAL 120/18 Bridal THAT the September 30<sup>th</sup>, 2018 Official Enrolments Report be  
ENROLMENTS received.

CARRIED

CLOSED 121/18 Caswell THAT the Board of Education recess the meeting to go into  
Closed Session.

CARRIED

OPEN 122/18 Weinbender THAT the Board of Education rise and report.

CARRIED

**REGULAR MEETING ----- October 9, 2018**

HR 123/18 Mouland  
REPORT

THAT the Employee Contracts be ratified as contained in the Human Resources Report dated October 9, 2018.

CARRIED

STUDENT 124/18 Hahn  
CONVEYANCE  
AGREEMENT

THAT the Agreement for Student Conveyance between the Board of Education of the Chinook School Division and The Board of Education of the Holy Trinity Catholic School Division be approved as attached.

CARRIED

EMERGENT 125/18 Toney  
FUNDING

THAT the Chinook Board of Education approves the submission of the Emergent Funding Program Application Form, for Maple Creek Composite School, to the Ministry of Education as attached.

CARRIED

EMERGENT 126/18 Mouland  
FUNDING

THAT the Chinook Board of Education approves the submission of the Emergent Funding Program Application Form, for Val Marie and Fox Valley Schools, to the Ministry of Education as attached.

CARRIED

EASTEND 127/18 Bridal  
ROOF  
REPLACEMENT

THAT the Chinook Board of Education accepts the tender from Duncan Roofing Ltd., Base Bid of \$682,180.00 for the Eastend School Roof Replacement.

CARRIED

**REGULAR MEETING ----- October 9, 2018**

ADJOURN    128/18 Caswell    THAT we do now adjourn.

CARRIED

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Board Chair

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CFO

## **CHINOOK SCHOOL DIVISION NO. 211**

### **AGREEMENT FOR STUDENT CONVEYANCE**

#### **BETWEEN**

The Board of Education of the Chinook School Division No. 211, of Saskatchewan hereinafter called "Chinook", of the first part

#### **AND**

The Board of Education of the Holy Trinity Catholic School Division No. 22, of Saskatchewan hereinafter called "HTCSD", of the second part.

**WITNESSETH** that the parties hereto in consideration of promises, covenants, stipulations, regulations and agreements hereinafter set forth and the payments hereinafter provided, do hereby each mutually covenant and agree with the other as follows:

#### **1. REMUNERATION**

- a) The remuneration shall be in the manner and amounts as set out in Schedule "A" or referred to in Appendix "B" attached to and forming part of this agreement.

#### **2. OPERATION**

- a) Chinook shall provide school day transportation services for eligible HTCSD students within the City of Swift Current between designated collection stops and All Saints School. Chinook shall ensure adequate bus passenger capacity is available for this purpose.
- b) For the 2018/19 school term Chinook shall provide one bus and driver to facilitate a mid-day kindergarten route for designated eligible students to All Saints School.
- c) HTCSD agrees to pay Chinook such sums as set out in Schedule "A" or calculated according to the formula in Appendix "B". The first such payment to be made by the 15th day of October. The last payment by the 15th day of July following or as soon thereafter as the required reports and forms are delivered to the Administration Office.

#### **3. PASSENGER LOAD, BUS ROUTES**

- a) It is agreed that the "passenger load" means the actual number of students conveyed, but shall not exceed the rated passenger capacity of any bus on any specific route.
- b) Bus routes and passenger loads carried on each bus shall be determined on or before the 30th of September each year by Chinook. Bus routes and passenger loads may be altered from time to time as deemed necessary by Chinook to provide service. In these circumstances Chinook shall advise HTCSD of changes that may affect their students as soon as practical.

#### **4. BUS ROUTE SERVICE AREAS**

a) Chinook agrees to provide conveyance as indicated below:

- Provide service to all eligible HTCSD students in grade K-8 residing in the Jen-Mar and Ponderosa Trailer Courts and those areas within the boundaries of the City of Swift Current to All Saints School.

#### **5. CHARTER TRIPS**

- a) Upon authorized request from HTCSD, Chinook may provide charter service for school/extra-curricular programming.
- b) Rates shall be in accordance with Schedule "A".

#### **6. VEHICLE, DRIVERS, REPORTS**

- a) Chinook agrees to furnish suitable vehicles, equipped to standards set out by Traffic Safety Services and Regulations, maintain all necessary licenses, certifications and credentials required for the transportation of students
- b) Chinook agrees to provide at their expense, competent and qualified drivers and substitute drivers, as necessary, to provide uninterrupted conveyance service. All such drivers shall adhere to any policies or requirements of Chinook concerning the transportation of students of HTCSD.
- c) Chinook shall ensure that all drivers:
- a. Conduct themselves in a manner appropriate to an educational institution that serves children;
  - b. Are persons of good character;
  - c. Are medically fit to carry out all duties and functions of a school bus driver;
  - d. Provide a clear criminal record to Chinook before beginning to drive;
  - e. Are responsible for the conduct of the pupils while they are in the vehicles and while loading and unloading pupils.
  - f. Ensure proper order and discipline among the pupils, reporting any misconduct or willful damage by any passenger to the school principal immediately.
  - g. Provide abstracts from SGI to Chinook that is in a reasonable demerit range acceptable in an educational environment.
- d) It is understood and agreed between the parties hereto that the regulations of Saskatchewan Education and the Traffic Safety Services now in force governing the conveyance of pupils and the operation of the school vehicles, and such regulations as may from time to time during the continuance of this Agreement be prescribed by Saskatchewan Education and/or the Traffic Safety Service shall be deemed to form parts of this Agreement and to be binding upon the parties hereto. This shall include any other regulations, as may be imposed by

Federal, Provincial, or Municipal government. Appendix "C" attached to and forming part of this agreement provides the most recent compilation of legislation and regulations for this purpose.

- e) Chinook agrees to complete as requested, all reports and records that may be required by the HTCSD insofar as those reports and records relate to students of HTCSD.

## **7. DISCIPLINE**

- a) While the students are in the conveyance vehicle Chinook, or their representative, shall preserve order and discipline among the students. Any misconduct or willful damage attributed to students of HTCSD shall be reported by Chinook to HTCSD or designate and the principal of All Saints School.

## **8. ASSIGNMENT**

- a) No assignment of this Agreement is valid.

## **9. INSURANCE**

- a) Chinook shall provide, at their own expense, \$10,000,000.00 public liability insurance (including passenger hazard) coverage effective from the commencement of this contract.
- b) A copy of the coverage, or an appropriate certification from the agent or the insurer, shall be provided to HTCSD.

## **10. INDEMNIFICATION**

Chinook shall indemnify and hold HTCSD harmless from and against all liability including suits, losses, costs, fees, claims, damages, attorney fees, or demands and actions of any kind or nature whatsoever to which HTCSD may become liable or suffer:

- a) by reason of any breach, violation or non-performance of any covenant, term or provision of this Agreement by Chinook; or
- b) by reason of any injury, loss, damage or death resulting from, occasioned to or suffered by any person or persons, or to any property because of such act, neglect or default on the part of Chinook, its drivers agents or representatives, customers, employees, servants, Contractors, licensees or invitees in, about, or upon a school bus or a vehicle being operated or used by Chinook for the provision of transportation services provided under this Agreement or in connection with any such transportation services;

- c) by reason of any injury, loss, damage or death resulting from, occasioned to or suffered by any person or persons or to any property arising out of or resulting from any school bus or vehicle or any other equipment supplied or operated or used or any services provided by Chinook in connection with the provision of transportation services pursuant to this Agreement;
- d) by reason of any act, neglect or default of Chinook, its agents, employees, servants, or other representatives arising out of, from or in respect of Chinook's operations including but not limited to the providing of transportation services and the use of any school bus or motor vehicle or other equipment or property in connection with the provision of transportation services to HTCSD.
- e) In the event HTCSD shall be made a party to any litigation commenced by or against Chinook related to this agreement, Chinook shall indemnify and save harmless against any losses, damages or claims whatsoever arising therefrom and shall pay all costs, expenses including reasonable legal fees on a solicitor/client basis incurred or paid by HTCSD in connection with such litigation.
- f) Limitation of Liability: HTCSD shall not be responsible or otherwise liable for any injury, loss, damage or death occasioned to or suffered by Chinook or any person or persons or to any property because or as a result of any transportation services to be provided or provided by Chinook pursuant to this Agreement or any damage or loss or injury or death resulting from any risk or peril required to be insured by Chinook pursuant to this Agreement.

## **11. TERMINATION**

This agreement may be terminated by either party by providing the other party in written form twelve months' notice of its intention to do so, unless both parties agree mutually to waive this clause.

## **12. EFFECTIVE DATE**

This agreement shall come into effect on August 31, 2018 and continue in effect until August 31, 2023.



**IN WITNESS WHEREOF** Chinook has hereunto affixed its seal attested to by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Chinook School Division NO. 211

SEAL

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
CFO

**IN WITNESS WHEREOF** HTCSD has hereunto affixed its seal attested to by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Holy Trinity Catholic School Division No. 22.

SEAL

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
CFO

## **SCHEDULE A**

	<b><u>2018-19</u></b>	<b><u>2019-20</u></b>	<b><u>2020-21</u></b>	<b><u>2021-22</u></b>	<b><u>2022-23</u></b>
1. Mid-day Kindergarten run daily rate	115.00				
2. Cost per HTCSD student (Appendix "B")	TBD	TBD	TBD	TBD	TBD
3. Charter Rate -In City (\$ per trip	105.00	110.00	115.00	120.00	125.00
One way	70.00	75.00	80.00	85.00	90.00
4. Rate for Out of City Activities (per km)	1.70	1.75	1.80	1.85	1.90
Standby per hr.	20.00	21.00	22.00	23.00	24.00
5. Minimum Charge (\$)	105.00	110.00	115.00	120.00	125.00

### **AS TO SCHEDULE "A" OF THIS AGREEMENT**

**IN WITNESS WHEREOF** Chinook has hereunto affixed its seal attested to by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CHINOOK SCHOOL DIVISION NO. 211

SEAL

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CFO

**IN WITNESS WHEREOF** HTCSD has hereunto affixed its seal attested to by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Holy Trinity Catholic School Division No. 22

SEAL

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
CFO



# Emergent Funding Program Application Form

This form is to be submitted to the Ministry of Education and all fields must be completed with required documentation attached to be considered under the Emergent Funding Program. Financial information pertaining to Preventative Maintenance and Renewal (PMR) funding and school division reserves may be requested upon receipt of the application form.

**Date:** October 4, 2018

**Name of School Division:** Chinook School Division #211

**Name of School:** Maple Creek Composite School

**Total Enrolment in September, 2018 ;** 248

**Grade Structure:** 6-12

**Has an insurance claim been made to address the emergent issue?** ☒ yes  
☐ no

**Has the board of education/conseil scolaire authorized this application?** ☒ yes  
☐ no

**Date of next board meeting:** October 9, 2018

**Does the board of education/conseil scolaire have existing capital reserves included in accumulated surplus and/or deferred revenue?** ☒ yes  
☐ no

**If yes, have any of the reserves been targeted for capital projects?** ☒ yes  
☐ no

**Please include details of existing capital reserves on page 4 and board motion(s) approving the use of capital reserves for capital projects.**

**Describe the emergent issue(s):** Include information such as the date of occurrence, circumstances of the structural failure, witnesses, injuries and if any immediate action was taken.

On October 17, 2017 the football score clock blew over in high winds.

**Details of the recommended solution:** Include reasons for the recommended solution and source of opinions sought.

Insurance company contacted and contractors hired to clean up and replace scoreclock.

The money for replacing score clock and cleanup will be covered by insurance but the deductible is not

**Estimated Construction Cost of Project:** \$5,000.00

**Source of Estimate:** SSBA Insurance Policy

**Timelines and scope of work to be completed:**

Work has been completed and new score clock is installed

**Describe any impacts of construction:** Include disturbances to classrooms, students, staff and instruction.

No impact occurred during construction.

**Describe severity of problem and risk if not completed:** Include impacts in terms of health and safety and all negative impacts on the school and surrounding community.

Extra curricular activities would be affected.

\_\_\_\_\_  
**Signature of Chief Financial Officer**

Rod Quintin  
\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Board Chair**

Shane Andrus  
\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Date**

**Capital Reserves (if applicable)**

	<b>Balance</b>	<b>Committed*</b>	<b>Net Balance as of **</b>
<b>Deferred Revenues</b>			
Federal tuition fees			
Proceeds from sale of schools			
Ministry of Education capital transfers			
<b>Accumulated Surplus</b>			
Sec 286 pre-April 2009 capital reserve			

\* Please attach a description and the board motion(s) approving the use of this balance.

\*\* Please provide the date.

**Required Attachments**

- Engineering reports with recommendations.
- If applicable, board motion(s) approving the use of capital reserves for capital projects.

**Submit completed forms with all attachments to:**

Ministry of Education  
Infrastructure Branch  
4<sup>th</sup> Floor, 2220 College Avenue  
REGINA SK S4P 4V9  
or Fax to 306-798-5042

For further information, email [EDInfrastructure@gov.sk.ca](mailto:EDInfrastructure@gov.sk.ca) or call 306-787-1156.



# Emergent Funding Program Application Form

This form is to be submitted to the Ministry of Education and all fields must be completed with required documentation attached to be considered under the Emergent Funding Program. Financial information pertaining to Preventative Maintenance and Renewal (PMR) funding and school division reserves may be requested upon receipt of the application form.

**Date:** October 4, 2018

**Name of School Division:** Chinook School Division #211

**Name of School:** Val Marie School

**Total Enrolment in September, 2018 ;** 43

**Grade Structure:** K-12

**Has an insurance claim been made to address the emergent issue?** ☒ yes  
☐ no

**Has the board of education/conseil scolaire authorized this application?** ☒ yes  
☐ no

**Date of next board meeting:** October 9, 2018

**Does the board of education/conseil scolaire have existing capital reserves included in accumulated surplus and/or deferred revenue?** ☒ yes  
☐ no

**If yes, have any of the reserves been targeted for capital projects?** ☒ yes  
☐ no

**Please include details of existing capital reserves on page 4 and board motion(s) approving the use of capital reserves for capital projects.**

**Describe the emergent issue(s):** Include information such as the date of occurrence, circumstances of the structural failure, witnesses, injuries and if any immediate action was taken.

On July 11, 2018 tennis ball size hail stones damaged roof, flashings, gutters and windows at the Val Marie School.

On the same day hail damaged 2 R.T.U s at Fox Valley School.

**Details of the recommended solution:** Include reasons for the recommended solution and source of opinions sought.

Insurance company has been contacted and we are in the process of getting quotations for repairs. The insurance company has agreed to pay for cost of repairs minus the deductible of \$5,000.00. This deductible is for both school Val Marie and Fox Valley. Both schools are on one insurance claim.

Fox Valley Roof Top Unit condensers damaged beyond compare and have to be replaced.

**Estimated Construction Cost of Project:** \$5,000.00

**Source of Estimate:** SSBA Insurance Policy



**Timelines and scope of work to be completed:**

To be determined after contractors have been hired. Windows will likely be replaced during the Christmas break and roof repairs will start this fall.

Fox Valley R.T.U. s have been replaced in September 2018.

**Describe any impacts of construction:** Include disturbances to classrooms, students, staff and instruction.

Roof replacement and repairs can be done with minimal interruptions but window replacement will have to be done during the school break in December.

**Describe severity of problem and risk if not completed:** Include impacts in terms of health and safety and all negative impacts on the school and surrounding community.

Roof and flashings will deteriorate and cause other issues within the building. Window frames will cause moisture and weather infiltration issues.

\_\_\_\_\_  
**Signature of Chief Financial Officer**

Rod Quintin  
\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Board Chair**

Shane Andrus  
\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Date**

**Capital Reserves (if applicable)**

	<b>Balance</b>	<b>Committed*</b>	<b>Net Balance as of **</b>
<b>Deferred Revenues</b>			
Federal tuition fees			
Proceeds from sale of schools			
Ministry of Education capital transfers			
<b>Accumulated Surplus</b>			
Sec 286 pre-April 2009 capital reserve			

\* Please attach a description and the board motion(s) approving the use of this balance.

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For further information, email [EDInfrastructure@gov.sk.ca](mailto:EDInfrastructure@gov.sk.ca) or call 306-787-1156.