

REGULAR MEETING ----- February 10, 2020

Minutes of the Regular Meeting of the Board of Education of the Chinook School Division No. 211 held on Monday, February 10, 2020 at 3:00 p.m. in the Chinook Education Centre.

PRESENT: Kimberly Pridmore
Katelyn Toney
Shane Andrus
Allan Bridal
Larry Caswell
Dianne Hahn
Gwen Humphrey
Susan Mouland
Tim Ramage
Tim Weinbender

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

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

AGENDA 014/20 Bridal THAT the Agenda be approved as circulated and revised.

CARRIED

MINUTES 015/20 Mouland THAT the minutes of the Regular Meeting of January 13, 2020 be approved, as presented.

CARRIED

CONSENT 016/20 Weinbender THAT the Consent Agenda Items be approved.
ITEMS

CARRIED

REGULAR MEETING ----- February 10, 2020

- AP 805 017/20 Hahn THAT the revised Administrative Policy 805, Closure, Severe Weather and Student Transportation be approved as attached.
- CARRIED
- CLOSED 018/20 Humphrey THAT the Board of Education recess the meeting to go into Closed Session.
- CARRIED
- RISE 019/20 Ramage THAT the Board of Education rise and report
- CARRIED
- HR REPORT 020/20 Caswell THAT the Employee Contracts be ratified as contained in the Human Resources Report dated February 10, 2020.
- CARRIED
- EMERGENT FUNDING 021/20 Hahn THAT the Chinook Board of Education approves the submission of the Emergent Funding Program Application Form to the Ministry of Education, as attached.
- CARRIED
- FORM RECOMMENDATION DESIGNATION 022/20 Bridal THAT the Chinook Board of Education approve the Recommendation for Designation Form as attached.
- CARRIED
- CONSULT SERVICES AGREEMENT 023/20 Toney THAT the Board approve the Consulting Services Agreement between the Chinook Board of Education and the U of S Research Services and Ethics Office, as attached.
- CARRIED

REGULAR MEETING ----- February 10, 2020

ANONYMITY 024/20 Caswell
RE: SURVEY

WHEREAS:

the pursuit and consolidation of educational data is potentially beneficial to all educational partners,

AND:

The identification of all staff participants in the survey is embargoed to ensure their anonymity in the proposed contract,

BE IT RESOLVED:

THAT Chinook School Division as a de facto participant in the survey also be guaranteed anonymity to the same extent as their staff. Such anonymity may be waived by Board motion on a case by case basis.

Recorded vote requested by: Tim Ramage

In favor: Larry Caswell, Gwen Humphrey, Tim Ramage and Tim Weinbender

Opposed: Shane Andrus, Al Bridal, Dianne Hahn, Katelyn Toney and Susan Mouland

LOST

ADJOURN 025/20 Mouland

THAT we do now adjourn.

CARRIED

Board Chair

CFO

ADMINISTRATIVE POLICY No. 805**CLOSURE, SEVERE WEATHER AND STUDENT TRANSPORTATION**

Given the geographic size of Chinook School Division it believes that enabling policy providing local discretion in dealing with weather conditions is both prudent and appropriate.

The Director of Education, or designate is authorized to dismiss students, discontinue transportation services, cancel classes, and/or close school in emergency situations.

PROCEDURES***1. Responsibility of the Director of Education***

- a. The Director of Education or designate, in consultation with the principal(s) may cancel classes or close one or more schools in the Division.
- b. The Director or designate is to instruct the Manager of Transportation to inform bus drivers when classes have been cancelled, students have been dismissed, or a school has been closed.
- d. The Director of Education or designate, in consultation with the Manager of Transportation, shall:
 - Cancel para-transit bus routes in affected school areas when the temperature reaches -35°C.
 - Cancel all other bus routes in affected school areas when the temperature reaches -40°C.
- e. Buses are to be cancelled pending consideration of the following factors:
 - Severe wind chill of -45° C. or greater.
 - Adverse road conditions.
 - Limited visibility because of fog or blowing snow.
 - Watches and warnings announced by Environment Canada through its telephone information services, web site or through local media.
- f. The decision to cancel morning buses is to be made by **6:30 a.m.**

- g. If a bus route is cancelled in the morning due to severe weather conditions, it will schedule to operate in the afternoon.
- h. If a bus route is cancelled in the afternoon bus drivers will notify the parents and the school. The decision to cancel afternoon buses is to be made no later than **1:00 p.m.**

- i. **URBAN ONLY BUS ROUTES**

- Urban bussing will normally occur even if rural pickups are cancelled.
- The Director or designate may cancel urban only bus routes as necessary.
- When the Director or designate makes a decision to cancel urban routes, the Director or designate shall inform the affected bus drivers and schools. Principals may arrange for additional communication with parents in the case of urban route cancellation.

2. Responsibility of Principals

- a. Principals in consultation with the Director are responsible for deciding when to dismiss students, cancel classes, or close the school to ensure the safety and well-being of students. Safety and well-being of students refers to any matters, natural or otherwise that may be construed by the principal to affect the safety and well-being of the students.
- b. The principal is to notify parents and other designated recipients using the electronic messaging system established by Chinook of pertinent information for parents and students, including:
 - i. Cancellation of bus runs.
 - ii. Cancellation of classes (but the school remains open).
 - iii. Closure of the school.
- c. When students are dismissed, the principal is to arrange for each student to be directed to a safe, supervised location and then inform respective parents or guardians.
- d. The principal is to inform the principal(s) of any other school(s) and other appropriate authorities affected by the decision.
- e. If necessary, the principal is responsible for billeting students and staff at the school. The division will assume any costs incurred. Insofar as possible the normal schedule of classes will resume the next morning and school buses will follow their normal afternoon schedules.

- f. The principal is to maintain a record of emergency residences for all bus students.
- g. The principal is to ensure that the school is accessible to students when classes have been dismissed early or when classes have been cancelled for the day.
- h. Under no circumstances are buses to commence their routes prior to normal departure time.
- i. Schools may be closed only when it is impossible for any Chinook staff to open the school and after all parents of all students attending that school have been contacted directly, informing them of the closure, by the principal or designate.

3. Responsibility of Bus Drivers

- a. Each bus driver is responsible for deciding to stop the operation of his/her bus to maintain the safety and well-being of his/her passengers. Refer to 1 (d) and (e) above.
- b. Having made such a decision, the bus driver is to inform the parents and other designated recipients including the principal and manager of Transportation using the electronic messaging system established by Chinook.
- c. Under no circumstances should buses start on the route at the height of a winter storm. Refer to 1 (e) above.
- d. Under no circumstances should bus drivers commence their routes prior to normal departure time. Refer to 2 (h) above.
- e. If the decision is made before students have been picked up from home, the driver is to inform parents or guardians of all passengers that the bus will not operate.
- f. If the decision to stop operation is made after students have been picked up, the driver is to arrange to deliver each student to a safe, supervised destination. Drivers are to inform parents or guardians of the location of the students. When appropriate, the driver should also inform the principal and Manager of Transportation
- g. Bus drivers have the right to refuse transportation to students who are not dressed appropriately for weather conditions.

4. *Responsibility of Manager of Transportation*

- a. The Manager of Transportation is to facilitate communication among schools, bus drivers, and parents or guardians.
- b. The Manager of Transportation is to inform the Director or designate whenever a bus operation has been altered or cancelled due to weather conditions.
- c. In the event bus service is cancelled pursuant to 1(b) or (e), the Manager of Transportation or designate shall notify the bus drivers and principals through the local media and internal communication.

5. *Responsibility of Teacher and Other School Personnel*

- a. Except when notified that the school is closed pursuant to 2 (a), all teachers and personnel are expected be in attendance for the purpose of performing their normal or related duties. As a rule, staff will be expected to attend school in instances where buses are able to run. Personnel are not to lose pay when informed that the school has been closed. Staff is expected to be at school but will not lose pay in instances when travel to the school would put their lives in peril.
- b. Upon receipt of a written explanation, the Director or designate may deal with individual instances of absence due to weather or other hazardous situations.

6. *Responsibility of Parents or Guardians*

- a. Parents or guardians of all bus students are to arrange for appropriate emergency residences for the individual students.
- b. Parents and guardians always have the right to keep their children at home during severe weather condition, or when in the considered opinion of the parent or guardian, the safety of their children may be in jeopardy.
- c. Parents/guardians are responsible for ensuring that their children are appropriately clothed.



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: January 22, 2020

Name of School Division: Chinook School Division No. 211

Name of School: Swift Current Comprehensive School

Total Enrolment in September, 2019; 1020

Grade Structure: 9-12

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: February 10, 2020

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.

We hired 1080 Architecture Planning and Interiors Ltd to assess the SCCHS to determine the existing condition of major systems and to better plan critical component upgrades in the 50 year old facility. The electrical consultant noted that the main breaker size appeared to be not properly sized. I hired Melhoff Electric to open up the main service distribution to confirm actual size of breaker and wire. I also had them perform a thermo scan while cabinets were open. We discovered that the one leg feeding the current transformers was extremely hot and on verge of a melt down.

We organized a power shut down to replace the current transformer and tighten up all connections.

Part of the assessment was to determine the extent of asbestos and dust samples were done on surfaces at various levels (high, low and floor). Tests came back positive in areas in which staff work although at a low concentration. We hired Service Master to dust all areas where staff would be exposed to.

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

The immediate repair of the CT eliminated unscheduled shut down and possible fire. The dusting and hepa vacuuming of asbestos fibres in work areas is a temporary solution.

In the near future all the amosite asbestos will need to be abated in order for us to replace the main electrical service to insure the school does not shut down.

Estimated Construction Cost of Project: \$12,000.00

Source of Estimate: 1080 Architecture and actual expenditures

Timelines and scope of work to be completed:

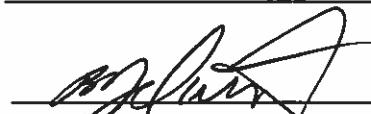
Describe any impacts of construction: Include disturbances to classrooms, students, staff and instruction.

Initial correction and clean up has been done

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.

If the electrical had not been addressed it could have had a melt down or caused a fire. In both cases the school would have had to be shut down for some time.

The asbestos dust posed a danger to staff who work in the area.



Signature of Chief Financial Officer



Signature of Board Chair

Rod Quintin

Name (Printed)

Kim Pridmore

Name (Printed)

FEB. 10/20

Date

FEB. 10/20

Date

Capital Reserves (if applicable)

	Balance	Committed*	Net Balance as of **
Deferred Revenues			
Federal tuition fees			
Proceeds from sale of schools			
Ministry of Education capital transfers			
Accumulated Surplus			
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
4th Floor, 2220 College Avenue
REGINA SK S4P 4V9
or Fax to: (306) 798-5042

For further information, email EDinfrastructure@gov.sk.ca or call 306-787-1156

Recommendation for Designation Form

2020 - 2021 Designation under Section 180 of *The Education Act, 1995*

School Division: Chinook School Division # 211

Date Board of Education resolution passed: February 10, 2020

School(s) Designated	Grade(s)	Type	Percentage of time French is used as Language of instruction
Example:			K – 100%; 1 & 2 – 80% 3 to 5 – 75%; 6 & 7 – 70%
Benson School	K-7	B	
<u>1.</u> Swift Current Comprehensive	9-12	B	50%
<u>2.</u> Ecole Centennial School	K-8	B	80%
3.			
4.			
5.			
6.			
7.			
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9.			
10.			
11.			
12.			
13.			
14.			

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made as of the 5th day of December, 2019 (the "Effective Date"),

Between:

CHINOOK BOARD OF EDUCATION
P.O. Box 1809
2100 Gladstone St. E.
Swift Current, SK S9H 4J8
(the "Client")

and

UNIVERSITY OF SASKATCHEWAN
Research Services and Ethics Office
Room 223 - Thorvaldson Building
110 Science Place
Saskatoon, SK S7N 5C9
(the "University")

The Client and the University may be collectively referred to hereinafter as the "Parties" or individually as a "Party".

WHEREAS the Client desires to engage the University to perform a consulting project entitled "Chinook Board of Education Staff Survey 2019-2020" (the "Services") under the direction and supervision of Dr. David Burgess, Director of the Saskatchewan Educational Leadership Unit, and his designate Dr. Scott Tunison (Principal Investigator) (the "Consultant"); and

WHEREAS the University is willing to accept and administer the funds on the Consultant's behalf and make its premises, facilities, and services available for the Consultant; and

WHEREAS the Consultant, with the support of the Saskatchewan Educational Leadership Unit, is willing to undertake the Services.

THE CLIENT AND THE UNIVERSITY AGREE AS FOLLOWS:

1. OBLIGATIONS OF THE CLIENT

- 1.1 The Client shall provide to the University funding in the amount of EIGHTEEN THOUSAND FOUR HUNDRED CANADIAN dollars (\$18,400) (the "Contribution") inclusive of all direct and indirect University expenses, with payments made as follows:

Date	Payment Due
Upon signing of this Agreement	50% (\$9,200)
Upon completion of the Services	50% (\$9,200)

2. OBLIGATIONS OF THE UNIVERSITY

2.1 The University shall receive and administer the Contribution in accordance with the terms of this Agreement. The Consultant shall carry out the Services in accordance with acceptable research standards, the research policies of the University, and in accordance with the proposal approved by the Client (the "Proposal", attached as Appendix A).

2.2 The Consultant shall provide the Client with deliverables resulting from the Services as outlined in the Proposal, including a final report, upon completion of the Services.

2.3 The Consultant shall pay from the Contribution those direct and indirect costs associated with the Services as outlined in the Proposal and which are in accordance with the University's policies and procedures governing the use of research funds.

2.4 In the event that there are residual funds at the completion of the Services, the Parties agree that these funds shall remain with the Saskatchewan Educational Leadership Unit.

3. CONFIDENTIALITY

3.1 The Parties agree to keep confidential and not disclose to others information designated as confidential and supplied by them for the purpose of developing and performing the Services ("Confidential Information"). The Parties agree to advise and notify the other as to which information disclosed, if any, constitutes Confidential Information. All written materials disclosed shall have this clearly marked on them, while any oral disclosures shall be followed by a written memorandum outlining the information disclosed and its confidential nature within ten (10) days of disclosure.

3.2 The obligation to keep such information confidential shall not apply to information which:

- (a) was in the recipient's possession before receipt from the discloser;
- (b) is or becomes a matter of public knowledge through no fault of the recipient;
- (c) is rightfully received by recipient from a third party without a duty of confidentiality;
- (d) is disclosed by the discloser to a third party without a duty of confidentiality on the third party;
- (e) is made subject to an order by judicial or administrative process requiring recipient to disclose any or all of the information, provided recipient shall promptly notify discloser allowing some reasonable time to oppose such process, before disclosure occurs; or
- (f) is disclosed by the recipient with discloser's prior written approval.

3.3 The Parties agree not to use Confidential Information for any purpose other than the purposes set forth in this Agreement for a period of five (5) years from the effective date of this Agreement.

4. INTELLECTUAL PROPERTY

4.1 Unless otherwise agreed to in writing, all written materials or reports which are created as a result of the Services performed by the Consultant for the Client shall become property of the Client.

Notwithstanding the above, the Parties agree that the University shall retain ownership to its background intellectual property and all rights to any processes, software, technology, means and know-how developed by the University, including those which relate to data collection or management.

4.2 The University shall be granted a license to use any data and results produced from the Services for research and educational purposes, including presentations or seminars provided to third parties.

5. PUBLICATION

5.1 The University will have the right to publish, or present on, the results of the Services.

5.2 The Client shall be provided with a copy of any proposed publication or presentation at least thirty (30) days before it is submitted for publishing or to be presented. The Client shall have twenty (20) days following receipt of such notification to object to the proposed publication or presentation on the grounds that it contains an inadvertent disclosure of Confidential Information in which case such Confidential Information shall be deleted by the University from the proposed publication or presentation. This clause shall not apply to any proposed publication or presentation that is comprised solely of anonymous and aggregated information arising from the performance of the Services.

5.3 In any publication arising from the Services, the participation of the Client, the University, and the Consultant shall be acknowledged unless written notice to the contrary is given.

6. TERM, AMENDMENT, RENEWAL AND TERMINATION

6.1 This agreement shall be effective from the Effective Date to June 30, 2020. The Agreement may be amended, renewed or extended as agreed upon by the Parties.

6.2 This Agreement may be terminated by either Party by giving sixty (60) days written notice to the other. In the event of termination, the Parties shall take all necessary steps to effect the orderly termination of the Services, including any final reporting required.

6.3 In the event of termination by either Party, the University shall hold the right to be reasonably compensated for work done up to the date of termination, and shall be paid for any costs incurred which cannot be cancelled ("Cost Following Termination"). If the University holds funds from the Client after payment of the Costs Following Termination, any remaining balance of funds held by the University will be promptly returned to the Client. In the event that the University does not hold sufficient funds to pay the Costs Following Termination, the Client will provide payment of any outstanding balances, but in no event shall the Client be responsible for payment of an amount in excess of the Contribution unless an additional agreement is made between the Parties.

7. WARRANTY

7.1 The University and the Consultant provide no warranties, whether statutory, express or implied, with respect to the results of the Services requested by the Client. If the Client should decide to take action based on the results of the Services, the implementation and results of such action shall be at the Client's own risk. The Client waives any claims that it may have against the University in regard to the use of such results.

8. LIABILITY

8.1 The university's liability to the Client for damages, including but not limited to breach of patent or copyright infringements, shall not exceed the amount the Client had paid for the Research at the time the damages are caused.

9. INDEMNIFICATION

9.1 The Parties shall indemnify and save harmless each other and their respective administrators, governors, officers, members, students and employees, from and against any and all liability, loss, and expense (including reasonable solicitor's fees and expenses of litigation) on claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, the actions or omissions by one of the Parties, their servants or agents, with respect to or connected with this Agreement; except to the extent that any such liability, loss and/or expense is the result of the other Party's negligence or willful misconduct.

10. NOTICES

10.1 All notices, requests, directions, or other communications required or permitted herein shall be in writing and shall be delivered to the Parties hereto respectively as follows:

UNIVERSITY: For RSEO (*contractual matters*):

Research Services and Ethics Office
Room 223 - Thorvaldson Building
110 Science Place
University of Saskatchewan
Saskatoon, SK S7N 5C9
Attention: Contracts Specialist
Ph: (306) 966-8576
Email: research.services@usask.ca

For Treasury (*address to which cheques are to be sent*):

Cashiers
E80 - 105 Administration Place
University of Saskatchewan
Saskatoon, SK S7N 5A2
Phone: (306) 966-4595
Email: deposit.cashiering@usask.ca

CLIENT: Chinook Board of Education

P.O. Box 1809
2100 Gladstone, St. E
Swift Current, SK S9H 4J8
Phone: (306) 299-7799
Fax: (306) 299-4813
Attention: Kimberly Pridmore, Board Chair
Email: kpridmore59@chinooksd.ca

11. DISPUTE RESOLUTION

11.1 Disputes which the Parties cannot resolve by negotiation will be submitted to arbitration in accordance with the provisions of *The Arbitration Act, 1992, Statutes of Saskatchewan*, or its successor legislation in force from time to time.

11.2 The Parties shall appoint a single arbitrator to adjudicate the issue. If the Parties cannot agree on a single arbitrator, the opposing disputing Party shall each appoint one arbitrator and the two arbitrators shall appoint a third, and the three arbitrators shall constitute the panel.

11.3 The panel's adjudication of unanimity or two-thirds majority shall be binding on the parties. The Parties shall each bear its own proportionate share of the arbitration costs unless otherwise awarded by the arbitrator.

12. GENERAL CONDITIONS

12.1 Neither Party may assign this Agreement without the written consent of the other.

12.2 The Client will not use or permit others to use the name of the University, the Consultant, or refer to their participation in the Services, for any sales or promotional purposes without the written consent of the University.

12.3 The University will not use the name of the Client, or refer to its participation in the Services, for any promotional purposes without the written consent of the Client.

12.4 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the Parties hereby expressly attorn to the jurisdiction of the courts of Saskatchewan for enforcement thereof.

12.5 Notwithstanding any other term in this agreement, the Parties shall be entitled to disclose the Principal Investigator name, Client name, funding amount, project title, and date term. The Parties acknowledge that the University is subject to The Local Authority Freedom of Information and Protection of Privacy Act and that this entire agreement may be the subject of an access to information request. The University will endeavour to provide notice to the Client if this agreement is to be released under a lawful access to information request.

12.6 This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. A facsimile copy or portable document format (PDF) copy of an executed counterpart signature page will be as valid as an originally executed counterpart for purposes of signing this Agreement.

REST OF PAGE BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Agreement on the date first written above.

AGREED:

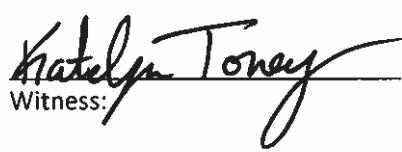
CHINOOK BOARD OF EDUCATION



Kimberly Pridmore
Board Chair

Feb 10/20

Date


Witness:

UNIVERSITY OF SASKATCHEWAN

For Chair, Board of Governors

Date

For Secretary, Board of Governors

Date