

REGULAR MEETING ----- September 14, 2020

Minutes of the Regular Meeting of the Board of Education of the Chinook School Division No. 211 held on Monday, September 14, 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
JackieWiebe – Executive Assistant

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

AGENDA 105/20 Ramage THAT the Agenda be approved as circulated and revised.

CARRIED

MINUTES 106/20 Mouland THAT the Minutes of the Regular Meeting of August 24, 2020, be approved, as presented.

CARRIED

CONSENT ITEMS 107/20 Caswell THAT the Consent Agenda Items be approved.

CARRIED

MAIL-IN 115/20 Caswell THAT the Board confirms the intention of proceeding with a mail-
BALLOTS in ballot option for voters in Subdivision 1 to 7.

CARRIED

MAIL-IN 116/20 Andrus WHEREAS, pursuant to Sections 29(1)(b) and 92 of The Local
BALLOT Government Election Act, 2015, the Board may, by resolution,
VOTING establish a Mail-In Ballot voting system for the purpose of receiving
SYSTEM ballots in an election;

AND WHEREAS, such a resolution must provide that the period for the receipt of Mail-In Ballots beyond the closing of the polls on Election Day will not be extended; and must provide that Mail-In Ballots received after the closing of the polls on Election Day are deemed to be spoiled ballots; and are to be dealt with by the Deputy Returning Officer in the manner set out in subsection 118(2) of The Local Government Election Act, 2015;

AND WHEREAS, Section 18 of The Local Government Election Regulations, 2015 requires that before being issued a Mail-In Ballot a person shall complete a Voter’s Registration form and a Declaration of Person Requesting Mail-In Ballot Form; and further that the resolution must also provide for the maintenance of the secrecy of Mail-In Ballots; the inspection of the Voter’s Registration Forms and the Declarations of Persons Requesting a Mail-In Ballot by candidates or candidate’s agents on Election Day and at any other time provided for in the resolution until the close of polls on Election Day; the rights of candidates or their agents to object to a person’s eligibility to vote and to request to verify that certain procedures of the Act have been followed; the counting of the Mail-In Ballots after the close of polls on Election Day; and the retention and destruction of the Mail-In Ballots and forms, with other election materials;

NOW THEREFORE, the board of the CHINOOK SCHOOL DIVISION No. 211 of SASKATCHEWAN enacts as attached

CARRIED



Education Services Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 20_____

BETWEEN:

Nekaneet First Nation

(Hereinafter referred to as the “Nekaneet
First Nation”)

AND:

Board of Education of the Chinook School Division No. 211 of Saskatchewan

(Hereinafter referred to as “Chinook”)

WHEREAS, the Nekaneet First Nation, pursuant to its inherent jurisdiction over educational matters related to its members as a fundamental aspect of the inherent right of self-government, has the authority and responsibility for the education of its members and desires to ensure its students all have access to, and receive, high quality education that is respectful and reflective of their unique culture and history.

WHEREAS, the Nekaneet First Nation and Chinook recognize that Chinook is a provincially legislated authority relating to the governance and operation of public schools, public school personnel, and attending students in Saskatchewan.

WHEREAS, the Nekaneet First Nation and Chinook have a responsibility for the educational outcomes of First Nation Students and wish to work together to improve First Nation Student outcomes, education attainment levels and success rates.

WHEREAS, Chinook acknowledges the Truth and Reconciliation Commission of Canada’s 94 Calls to Action. The Nekaneet First Nation and Chinook are committed to making reconciliation a part of all interactions under this Agreement.

THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree with each other to the terms and conditions as follows:

1. Definitions

- 1.1 “Division School” means a school operated by Chinook and “Division Schools” has the corresponding meaning.
- 1.2 “Education Services” means those education services to be provided by Chinook to Nekaneet First Nation Students enrolled in Chinook Schools as set out in Section 2.1 hereto.
- 1.3 “First Nation Student” means a student who is a registered member of the Nekaneet First Nation who resides on a First Nation reserve or who is a registered member of another First Nation and who resides on the Nekaneet First Nation, and who attends a Chinook School, and “First Nation Students” has the corresponding meaning.
- 1.4 “Full Time Equivalent Student” means a student who is registered to attend full school days including, but not limited to kindergarten students who attend full time kindergarten programs. Students attending half-time pre-kindergarten or kindergarten programs would be considered “0.5 Full Time Equivalent Students”.
- 1.5 “High-Cost Special Education Program Funding” means funding provided under ISC’s High-Cost Special Education Program.
- 1.6 “ISC” means Indigenous Services Canada.
- 1.7 “Nominal Roll” means a student who is registered in a Chinook School as of September 30, of a school year and is eligible under the ISC nominal roll criteria.
- 1.8 “School-based Fees” means fees for initiatives that:
 - 1.8.1 Are additional to the school instructional and extracurricular programs;
and
 - 1.8.2 Respond to the unique needs of and improve outcomes for Nekaneet First Nation students.
- 1.9 “*The Arbitration Act*” means *The Arbitration Act*, 1992, SS 1992, c A-24.1 as amended or replaced from time to time.
- 1.10 “*The Education Act*” means *The Education Act*, 1995, SS 1995, c E-0.2, as amended or replaced from time to time.

- 1.11 “*The Education Regulations*” means *The Education Regulations, 2015, RRS, c E-0.2 Regulation 24*, as amended or replaced from time to time.
- 1.12 “*The Home-based Education Program Regulations*” means *The Home-based Education Program Regulations, 2015, RRS, c E-0.2, Regulation 23*, as amended or replaced from time to time.
- 1.13 “*The Local Authority Freedom of Information and Protection of Privacy Act*” means *The Local Authority Freedom of Information and Protection of Privacy Act, SS 1990-91, CL- 27.1*, as amended or replaced from time to time.
- 1.14 “Treaty-based Funding” means that funding paid by the Nekaneet First Nation to Chinook in accordance with Sections 4 and 5 hereto.

2. Education Services to be provided by Chinook

- 2.1 Chinook shall provide high quality, linguistically and culturally appropriate Education Services to the Nekaneet First Nation Students enrolled in Division Schools aligned with the provincially approved PreK-12 Saskatchewan curriculum and at the same level and nature as the education services provided to all other students in Division Schools to improve outcomes.
 - 2.1.1 Any equipment provided by Chinook for the provision of Education Services shall remain the property of Chinook.
- 2.2 In circumstances where Chinook exempts a child for school attendance in accordance with Section 157 of *The Education Act*, Chinook agrees to provide in writing to the Nekaneet First Nation a letter indicating the reason and circumstances surrounding the exemption and any recommendations for further educational placements.

3. Supports for Learning to be Provided by Chinook

- 3.1 In addition to the Education Services defined above, Chinook shall provide to Nekaneet First Nation Students covered by this agreement:
 - 3.1.1 Direct and indirect supports for learning for students with needs as identified according to the Intensive Supports Education Guidelines and consistent with the funding provided under the High-Cost Special Education Program to Nekaneet First Nation; and
 - 3.1.2 Instructional programs that are optional or supplemental to the core program of the school in accordance with the terms of any additional targeted funding such as funding through Jordan’s Principle received by

Chinook for the Nekaneet First Nation Students in the Division Schools. These programs will be established in direct consultation with the Nekaneet First Nation and may include, but are not limited to:

3.1.2.1 Linguistically and culturally appropriate programs designed to meet educational needs of the First Nation Students, based on the responsibility of Chinook to implement the Ministry of Education policy entitled *“Inspiring Success: First Nations and Metis PreK-12 Education Policy Framework”*.

3.2 Chinook shall provide all necessary documentation, pursuant to the regulations in force under The Education Act related to any submissions for special funding programs available to First Nation Students.

4. Treaty-Based Funding

4.1 Tuition fees for Education Services.

4.1.1 The tuition fee for each eligible Nekaneet First Nation Student enrolled on the Nominal Roll will be based on Schedule “A” as attached and updated annually no later than June 30th.

4.1.2 **Tuition fees for home-based education** in respect of each person who is eligible to be enrolled as a First Nation Student from Nekaneet First Nation but who is registered with Chinook in a home-based education program pursuant to *The Home-Based Education Program Regulations*.

4.1.2.1 The annual tuition fee for home-based Nekaneet First Nation Students shall as detailed in Schedule “A”.

4.1.3 **School-Based Fees** provided there is consultation between the Chinook School principal and the Nekaneet First Nation, and the Nekaneet First Nation has given written approval prior to the accrual of costs.

4.1.4 **Additional costs** incurred for any specific Nekaneet First Nation Students requiring special education services or equipment, provided such costs have been approved in advance in writing by the Nekaneet First Nation

4.1.4.1 The fees payable for special education services or equipment shall be billed separately in addition to the fees outlined Schedule “A”.

4.1.4.2 In determining the fees payable for special education services or equipment, Chinook shall consider:

- a) the actual costs to Chinook of providing such services or equipment; and
- b) The level of grants and funding available to Chinook or to the Nekaneeet First Nation for the provision of such services or equipment to the Nekaneeet First Nation Students.

4.1.5 **Student transportation fees**, if required.

4.1.5.1 If student transportation is required under this Agreement, busing standards and fees will be those approved by the parties to this Agreement.

5. Payment by the Nekaneeet First Nation / Indigenous Services Canada and Privacy/Confidentiality Obligations

5.1 Payment for Education Services

5.1.1 The Nekaneeet First Nation shall pay all invoices for Education Services provided through terms of this agreement within sixty days of being invoiced by Chinook.

5.1.2 Chinook shall provide a detailed summary within the Invoice to the Nekaneeet First Nation showing the total that has been calculated and collected by Chinook under this Agreement.

5.1.3 The payment of the invoice is subject to Chinook providing the First Nation with a statement outlining the fee breakdown including a list of First Nation Students enrolled in Division Schools for whom fees are being charged.

5.1.4 In the event that the Nekaneeet First Nation is in arrears in excess of sixty days, Chinook may follow up with communication with the Nekaneeet First Nation of the arrears and charge interest as calculated monthly on the Chinook operating line of credit.

5.2 Privacy and Confidentiality Obligations

5.2.1 The Nekaneeet First Nation shall be bound by and observe all applicable legislation and related regulations, which, without limiting the

generality of the foregoing, shall include the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*, and the First Nation shall cause all of its employees, First Nation representatives, and any other persons for whom it is responsible for at law to be so bound.

5.2.2 The Nekaneet First Nation acknowledges and accepts that Chinook is a public body and, as such, is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*, and as such, the personal information provided to the Nekaneet First Nation under this Agreement shall be maintained, stored, and secured by the Nekaneet First Nation in accordance with the same requirements imposed on Chinook under *The Local Authority Freedom of Information and Protection of Privacy Act*.

5.2.3 The Nekaneet First Nation shall restrict access to the personal information provided by Chinook under this Agreement to only the Nekaneet First Nation's representatives and only to those whom it is necessary for the fulfillment of their job duties and ensure that any such individuals are aware of and acknowledge in writing that he or she agrees with the privacy and confidentiality obligations under this Agreement and *The Local Authority Freedom of Information and Protection of Privacy Act*.

6. Nekaneet First Nation Contributions to Capital

6.1 First Nation contributions to capital, set aside as a portion of the tuition collected in years prior to September 1, 2018, shall be identified separately in Chinook's accounts as deferred revenue, and shall be used after consultation with the First Nation on capital projects in Division Schools where First Nation Students attend.

7. Access to School by Nekaneet First Nation Representatives

7.1 Nekaneet First Nation representatives shall have reasonable access to any Division Schools attended by Nekaneet First Nation Students in order to support their educational progress.

7.2 Protocol and procedures for what constitutes reasonable access shall be established at the school level by Chinook through consultation with the Nekaneet First Nation.

8. Partnership Meetings and Dispute Resolution

- 8.1 Recognizing that it is essential for the parties to work together in a spirit of co-operation, and that an open, ongoing relationship is essential, the parties agree to:
 - 8.1.1 Have designated representatives at the school level meet as frequently as required to maintain an effective channel of communication related to students of Nekaneet First Nation attending at Sidney Street and Maple Creek Composite Schools.
 - 8.1.2 Have authorized representatives of the Nekaneet First Nation and Chinook leadership teams meet not less than once per year to discuss pertinent matters of mutual interest regarding attendance of Nekaneet First Nation Students in Chinook Schools.
- 8.2 In the event of a dispute arising out of this Agreement that the Parties cannot resolve through school based or partnership meetings the Nekaneet First Nation and Chinook agree to each designate a representative to meet, negotiate in good faith, and attempt to resolve the dispute within a three month period of the dispute.
- 8.3 In the event that the negotiation does not resolve the dispute, the parties agree that such dispute shall be determined by way of arbitration in accordance with *The Arbitration Act*, and subject to the following terms:
 - 8.3.1 The arbitral tribunal shall be comprised of three arbitrators. One arbitrator shall be appointed by each of the parties. The two arbitrators appointed by the parties shall appoint the third arbitrator. If the two arbitrators appointed by the parties are unable to agree on the selection of the third arbitrator, then they shall jointly request that the third arbitrator be selected pursuant to provisions of *The Arbitration Act*.
 - 8.3.2 Each party shall assume its own cost of the arbitration and shall share equally in the fees of the chairperson, and any other general expenses of the arbitration.
- 8.4 It is understood and agreed by the parties hereto that nothing shall prevent Chinook from invoicing the Nekaneet First Nation and requesting payment of such fees as shall be payable, and not in dispute, during the arbitration

procedure and the Nekaneet First Nation agrees to have ISC pay such accounts on its behalf.

- 8.5 In the event of a lawsuit between the parties regarding the enforcement of any provision of this Agreement, the successful party shall be entitled to costs, on a solicitor and his own client full indemnity basis, from the other party.

9. Penalties

- 9.1 If the Nekaneet First Nation, fails to make timely payments of any payment due pursuant to this Agreement, the Nekaneet First Nation shall pay interest on any late or outstanding amount from the date it became payable, until paid, at the interest rate as detailed in section 5.1.
- 9.2 If the Nekaneet First Nation does not pay any arrears in respect of an academic year and/or interest owed as outlined in 9.1 above, by August 15 of that year, Chinook may discontinue Educational Services immediately upon informing the Nekaneet First Nation by registered letter. It is understood that before such action is taken, appropriate efforts will have been made to address the problem through Section 8 – Partnership Meetings and Dispute Resolution.

10. Projected Enrolment to Facilitate Planning

- 10.1 By May 1 of each year, the Nekaneet First Nation shall provide to Chinook a list of projected enrolments of Nekaneet First Nation Students it expects will be attending Division Schools in the following academic year.

11. Term of Agreement

- 11.1 This Agreement shall commence on date of signing and shall remain in effect until terminated by either party pursuant to the terms of this Agreement.
- 11.1.1 Either party may terminate this Agreement by giving written notice to the other party by April 1 in any year. Such termination shall be effective as of June 30 of the following school year.
- 11.2 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 11.3 The parties agree that they will meet annually to discuss and review this

Agreement and will use their best efforts to make any amendments to this Agreement agreed to by both parties prior to March 31 preceding the school year in which the amendments are to take effect.

12. Insurance

12.1 Chinook shall obtain, maintain, and fund property insurance and public liability insurance in any amount considered necessary as the case may be in such amounts that a reasonably prudent operator would so obtain in similar circumstances.

12.1.1 In no case shall the amount of insurance coverage be less than \$100,000 for property or less than \$1,000,000 for public liability; and

12.1.2 Chinook shall ensure that insurance coverage is procured that covers all risks that the parties reasonably anticipate may arise in relation to the intended activities undertaken by Chinook.

12.1.3 Proof of such insurance shall be provided annually.

13. Indemnification

13.1 Each party shall at all times and without limitation, indemnify and save harmless the other party from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceeds, all of whatever nature and kind which the other party may sustain, pay or incur or which may be brought or made against the other party, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of any breach of this Agreement and/or any negligent act or omission or willful misconduct of such party's own employees, directors, officers, volunteers, contractors, agents and/or any other persons for whom such party is responsible for at law.

14. General Clauses

14.1 Any notice required or permitted to be sent under this Agreement shall be sent to the other party by first class registered post, postage prepaid, to the intended recipient at its address as follows:

Nekaneet First Nation
PO Box 548
Maple Creek, SK S0N 1N0

Chinook School Division No. 211
PO Box 1809
Swift Current, SK S9H 4J8

Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

- 14.2 Any such notice required or permitted to be sent under this Agreement shall also be contemporaneously sent to ISC at the following address:

Indigenous Services Canada
PO Box 760 Sioux Avenue
Treaty Four Governance Centre
Second Floor, Room 210
Fort Qu'Appelle, SK S0G 1S0

- 14.3 Without limiting or restricting the applicability of the law governing frustration of contracts, in the event that either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of God, war, natural calamities, strikes, lockouts or other labor stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.
- 14.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Saskatchewan.

- 14.5 Time shall be of essence of this Agreement.
- 14.6 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.
- 14.7 Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent which may be arbitrarily withheld by Chinook.
- 14.8 The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers, and indices used in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct, or enlarge the scope or meaning of this Agreement or any provisions hereof.
- 14.9 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.
- 14.10 Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.
- 14.11 Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.
- 14.12 This Agreement constitutes the entire agreement between the parties and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

- 14.13 If any term of this Agreement is found to be invalid, illegal, or unenforceable by a court or tribunal having jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that finding or by the severance of that term.
- 14.14 The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or of this Agreement shall survive the termination or of this Agreement and shall not be merged therein or therewith.
- 14.15 Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.
- 14.16 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 14.17 This Agreement may be simultaneously executed in counterparts, each of which when so executed shall be deemed to be an original and such counterpart together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original, facsimile, email or other electronic copy (.pdf) of the counterpart.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

SIGNED on behalf of the Nekaneet First Nation:

Chief

Council Member

Council Member

Council Member

SIGNED on behalf of the Board of Education of the Chinook School Division No. 211 of Saskatchewan:

Board Chair

Director of Education/CEO

CFO

Schedule "A"
Regulation 16 Tuition Rate
2020-21 School Year

Using School Division 2019-20 budget as approved by the Minister of Education

Expenses:

Governance - 10	\$	345,104
Administration - 11	\$	3,184,572
Instruction - 12	\$	56,095,971
Plant Operations and Maintenance - 13	\$	13,603,703
Other Expenses - 17	\$	436,719
Complementary Services Expenses - 21	\$	427,005
Total Expenses	\$	74,093,074

Excluded Expenses:

Complementary Services Expenses - 21	\$	-
Transportation Fees - 041	\$	-
Transportation Salaries and Benefits - 125	\$	29,939
Contracted Transportation & Allowance - 175	\$	36,000
Tuition Fees - 040	\$	-
Prekindergarten Expenses*	\$	360,228
Total Excluded Expenses	\$	426,167

Cost Recoveries:

Grants - 02	\$	-
Federal Grants - 025 Total	\$	-
Cost recoveries**	\$	-
Language Programs	\$	-
Intensive Needs	\$	-
Teacherages	\$	-
Other	\$	-
Total Cost Recoveries	\$	-

Total Regulation 22 Amount \$ **73,666,907**

September 30, 2019 K-12 Enrolment FTEs*** **5572.75**

Tuition Rate	\$	13,219
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*All PreK related expenses not included in the above four rows

**Applicable amounts not already included in federal grants

*** All K-12 FTEs, excludes +22, and associate schools

Annual Tuition per full time FTE Student	\$	13,219
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Annual Tuition per K and Pre-K Student	\$	6,610
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Home Based Tuition - Negotiated Cost of Service

WHEREAS, pursuant to Sections 29(1)(b) and 92 of *The Local Government Election Act, 2015*, the Board may, by resolution, establish a Mail-In Ballot voting system for the purpose of receiving ballots in an election;

AND WHEREAS, such a resolution must provide that the period for the receipt of Mail-In Ballots beyond the closing of the polls on Election Day will not be extended; and must provide that Mail-In Ballots received after the closing of the polls on Election Day are deemed to be spoiled ballots; and are to be dealt with by the Deputy Returning Officer in the manner set out in subsection 118(2) of *The Local Government Election Act, 2015*;

AND WHEREAS, Section 18 of *The Local Government Election Regulations, 2015* requires that before being issued a Mail-In Ballot a person shall complete a Voter's Registration form and a Declaration of Person Requesting Mail-In Ballot Form; and further that the resolution must also provide for the maintenance of the secrecy of Mail-In Ballots; the inspection of the Voter's Registration Forms and the Declarations of Persons Requesting a Mail-In Ballot by candidates or candidate's agents on Election Day and at any other time provided for in the resolution until the close of polls on Election Day; the rights of candidates or their agents to object to a person's eligibility to vote and to request to verify that certain procedures of the Act have been followed; the counting of the Mail-In Ballots after the close of polls on Election Day; and the retention and destruction of the Mail-In Ballots and forms, with other election materials;

NOW THEREFORE, the board of the CHINOOK SCHOOL DIVISION No. 211 of SASKATCHEWAN enacts as follows:

1. Short Title

1.1 This Resolution may be cited as 'The Mail-In Ballots Resolution'.

2. Definitions

2.1 In this Resolution:

- a) "Act" means *The Local Government Election Act, 2015*;
- b) "Declaration of Person Requesting Mail-In Ballot" means the declaration in Form C, Appendix A attached to and forming a part of this resolution.
- c) "Deputy Returning Officer" means the Designated Election Official appointed to initial and distribute the ballots to the electors.
- d) "election" means election as defined in the Act.
- e) "elector" means elector as defined in the Act;
- f) "Personal Care Facility" means a personal care home licensed pursuant to *The Personal Care Homes Act*, a special-care home designated pursuant to *The Regional Health Services Act*, a residential-service facility licensed pursuant to *The Residential Services Act* or an approved home as defined in *The Mental Health Services Act*, but only if the home or facility accommodates or cares for at least five individuals;
- g) "Regulations" means "*The Local Government Election Regulations, 2015*";
- h) "Returning Officer" means the Returning Officer for the CHINOOK SCHOOL DIVISION as per Section 46 of the Act and includes an Associate Returning Officer who has been delegated any duty or power imposed or conferred on returning officers pursuant to the Act;

- i) "Voters Registration Form" means the Voters Registration Form R, modified as required in this Resolution, shown as Appendix B attached to and forming a part of this Resolution.

3. Purpose

- 3.1 The Purpose of this Resolution is to establish a Mail-In Ballot voting process for the purpose of receiving ballots in an election.
- 3.2 Any elector who anticipates being unable to vote at an Advance Poll or on Election Day may apply to vote using a Mail-In Ballot.
- 3.3 Any elector who is receiving care in a hospital, personal care facility or similar institution situated within the CHINOOK SCHOOL DIVISION, may vote in an election by mail-in ballot.

4. Mail-In Ballot Process

- 4.1 An application to vote using a Mail-In Ballot:
 - a) may not be submitted to the Returning Officer or other Designated Election Official in the case of a general election, prior to the Wednesday four weeks before nomination day;
 - b) in the case of a by-election, prior to the Wednesday four weeks before the nomination day;
 - c) An application must be received by the Returning Officer or other designated election official by 4:00 p.m. on the day three weeks immediately preceding Election Day:
 - a. with the applicant voter attending a location designated by the returning officer to fill out the forms and provide proof of identity as set out in Section 110 of the Act and the Regulations; or
 - b. by mail or electronic means to be received by the Returning Officer for the Chinook School Division or other designated election official and to include proof of identity as set out in Section 110 of the Act and the Regulations; and be witnessed by the following:
 - i. the returning officer;
 - ii. the deputy returning officer,
 - iii. the enumerator;
 - iv. any other person authorized to sign oaths; or
 - c. family member as defined by Appendix D, Table 2 (vouching) in *The Local Government Election Regulations, 2015*, someone living at the same address, or a neighbor, providing the witness:
 - i. is an eligible voter in the 2020 school division election;
 - and
 - ii. has known the voter for at least two (2) years or more.
 - d. Occupation-based professional witness where the professional must be registered and/or licensed to practice their profession in the Province of Saskatchewan and currently working in that field, using the following professions to witness their profession:
 - i. Judge, Dentist, Pharmacist, Veterinarian, Police Officer, Notary Public, Lawyer/Notary, Medical Doctor, Dean/Head of University of College,

- a) place the completed ballot in the ballot security envelope and seal the envelope;
- b) place the sealed ballot security envelope in the voter confirmation envelope and seal the envelope;
- c) date and sign the certificate on the voter confirmation envelope;
- d) place the signed voter confirmation envelope in the mailing envelope and seal the envelope; and
- e) return the mailing envelope to the Returning Officer by mail, courier or in person.

4.7 Upon receipt of the Mail-In Ballot the Returning Officer or other designated election official shall:

- a) record in the Mail-In Ballot register, the date and time the ballot is received;
- b) open the mailing envelope; and
- c) remove the voter confirmation envelope from the mailing envelope, and place the envelope in a portable ballot box designated for Mail-In Ballots.

4.8 After the closing of the polls on Election Day, the Returning Officer or other Designated Election Official shall:

- a) remove the sealed voter confirmation envelopes from the portable ballot box designated for Mail-In Ballots, and determine if the certificate on the front of each voter confirmation envelope has been properly completed;
- b) if the certificate has not been properly completed, place the unopened voter confirmation envelope in a separate envelope for ballots that are not accepted;
- c) if the certificate has been properly completed, remove the sealed ballot security envelope from the voter confirmation envelope and place in a pile of sealed ballot security envelopes; continue this process until all voter confirmation envelopes received have been opened;
- d) remove all the Mail-In Ballots from the ballot security envelopes;
- e) insert the Mail-In Ballots into the vote tabulating unit; (*only if vote counting machines are used*)
- f) complete the vote counting procedures as specified in the school division Automated Vote Tabulating Resolution *if applicable*, or any amendments thereto; and
- g) record in the Mail-In Ballot register whether the Mail-In Ballot was accepted or spoiled.

5. Receipt of Ballots

5.1 In order to be counted, a Mail-In Ballot must be received by the Returning Officer or other Designated Election Official by the close of the polls on Election Day.

5.2 Mail-In Ballots received after the closing of the polls on Election Day are deemed to be spoiled ballots.

6. Rights of Candidates and Agent

6.1 The Voter's Registration Forms, Declarations of Persons Requesting Mail-In Ballots, and voter confirmation envelopes and certificates may be inspected by candidates or candidates' agents at the election office at the applicable sub division on Election Day.

6.2 The candidates or their agents shall have the right to object to a person's entitlement to vote as per Section 112 of the Act.

7. **Safekeeping of Election Materials**

7.1 The Mail-In Ballots and forms and other election materials shall be retained and destroyed in accordance with Section 142 of the Act.

8. **Effective Date**

8.1 This Resolution shall come into force and take effect on the day of passing thereof.