



**Board of Education
Saskatoon School Division No. 13
Meeting of the
Saskatoon Board of Education**

TUESDAY, MARCH 15, 2022

310 – 21st Street East - 6:30 p.m.

Please Note: All public Board meetings are audio recorded

AGENDA

1. Roll Call

2. Acknowledgement

3. Agenda

3.1. Adoption of Agenda

Proposed Board Motion: Move approval of the agenda.

3.2. Declaration of Conflict of Interest

4. Celebrating Excellence:

4.1. Return to Sport

5. Consent Items

The Chair will ask for a motion to receive the items, and to approve all recommendations contained therein. Prior to approving the motion, any trustee may request that a consent item be removed.

Proposed Board Motion: That the Board approve the consent items as presented.

5.1. Approval of Minutes – February 8, 2022

Proposed Board Motion (if removed from consent items): That the Board approve the minutes of the Committee of the Whole and Regular Board meetings held February 8, 2022.

5.2. Financial Results for the Period September 1, 2021 to January 31, 2022

Proposed Board Motion (if removed from consent items): That the Board receive the financial results for the period September 1, 2021 to January 31, 2022 for information.

5.3. Changes to Administrative Procedures – March 1, 2021 – February 28, 2022

Proposed Board Motion (if removed from consent items): That the Board receive the annual changes to Administrative Procedures as information.

6. Reports from Administrative Staff

6.1. Strategic Plan Accountability Report: Engagement, Responsibility, and Perseverance

Proposed Board Motion: That the Board approve the Strategic Plan Accountability Report: Engagement, Responsibility, and Perseverance to be included as part of the director of education's 2021-2022 evaluation.

7. Delegation

8. Business Arising from the Minutes

9. Unfinished Business

9.1. Items Arising from the Committee of the Whole

10. Reports of Committees and Trustees

11. New Business

11.1. GEMS Agreement

Proposed Board Motion: That the Board approve the tripartite GEMS transportation agreement effective September 1, 2021.

12. Comments/Concerns/Questions from the Public

(Maximum 5 minutes per speaker; 20 minutes total; must be related to a specific agenda item)

13. Notices of Motion

14. Questions by Trustees

15. Adjournment

Proposed Board Motion: That the Board Adjourn to the call of the Chair or the meeting of Tuesday, April 12, 2022.



MEETING DATE: MARCH 15, 2022

TOPIC: CELEBRATING EXCELLENCE: RETURN TO SPORT

FORUM	AGENDA ITEMS	INTENT
<input checked="" type="checkbox"/> Board Meeting	<input type="checkbox"/> New Business	<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Committee of the Whole	<input type="checkbox"/> Reports from Administrative Staff	<input type="checkbox"/> Decision
	<input checked="" type="checkbox"/> Other: Celebrating Excellence	<input type="checkbox"/> Discussion

BACKGROUND

Academic excellence, character, engagement, and well-being of students are at the heart of Saskatoon Public Schools' five-year strategic plan. The plan highlights our vision of each student being known, valued, and believed in. It emphasizes Saskatoon Public Schools' commitment to creating learning experiences that inspire all students to reach their potential and the importance of relationships, equity, and accountability.

CURRENT STATUS

Due to COVID-19 health and safety restrictions, the Saskatoon Secondary Schools Athletic Directorate (SSSAD) was unable to coordinate intercollegiate and elementary sport during the 2020-2021 school year. Administration was pleased to see SSSAD sport return for the 2021-2022 school year, uplifting student well-being, character, and engagement.

Sharing their perspectives on the return to athletic competitions include:

- Mr. Jud Heilman, Consultant: SSSAD, Athletics/Out-of-School,
- Ms. Emily Humbert, Teacher, Bedford Road Collegiate, and
- a Bedford Road Collegiate student.

PREPARED BY	DATE	ATTACHMENTS
Brent Hills, Deputy Director of Education Dean Newton, Superintendent of Education	March 8, 2022	None



MEETING DATE: MARCH 15, 2022

TOPIC: APPROVAL OF MINUTES

FORUM	AGENDA ITEMS	INTENT
<input checked="" type="checkbox"/> Board Meeting	<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Consent
<input type="checkbox"/> Committee of the Whole	<input type="checkbox"/> New Business	<input type="checkbox"/> Decision
	<input type="checkbox"/> Reports from Administrative Staff	<input type="checkbox"/> Discussion
	<input checked="" type="checkbox"/> Other: Approval of Minutes	<input type="checkbox"/> Information

BACKGROUND

CURRENT STATUS

Attached are the minutes from the February 8, 2022, Committee of the Whole and Regular Board meetings.

PREPARED BY	DATE	ATTACHMENTS
Daniel Burke, Chief Financial Officer	March 8, 2022	Minutes

RECOMMENDATION

Proposed Board Motion (if removed from consent items):

That the Board approve the minutes of the Committee of the Whole and Regular Board meetings held February 8, 2022.

UNAPPROVED

MINUTES OF A MEETING:

of the Board of Education of the Saskatoon School Division No. 13 of Saskatchewan, held on Tuesday, February 8, 2022 at 2:30 p.m.

February 8, 2022

MEMBERS PRESENT:

Trustees Angela Arneson, Donna Banks, Charmaine Bellamy, Kathleen Brannen, Vernon Linklater, Colleen MacPherson, Michael Pidwerbeski, Kim Stranden, Ross Tait, Suzanne Zwarych

Following discussions in Committee of the Whole, Trustee Bellamy moved that the Board rise and report.

CARRIED (10)

The meeting adjourned at 4:59 p.m.

Secretary of the School Division

Board Chair

UNAPPROVED

MINUTES OF A MEETING: of the Board of Education of the Saskatchewan School Division No. 13 of Saskatchewan, held on Tuesday, February 8, 2022 at 6:30 p.m. February 8, 2022

MEMBERS PRESENT: Trustees Colleen MacPherson (Chair), Angela Arneson, Donna Banks, Charmaine Bellamy, Kathleen Brannen, Vernon Linklater, Michael Pidwerbeski, Kim Stranden, Ross Tait, Suzanne Zwarych

Chair MacPherson, called the meeting to order, read the roll call into the minutes, and acknowledged the meeting was being held on Treaty Six territory and traditional territory of the Cree, Dene, Nakoda, Lakota, Dakota and Saulteaux nations, and the homeland of the Métis and Michif people.

Agenda: Trustee Tait moved approval of the agenda.

Agenda

CARRIED (10)

There were no conflicts of interest declared by any Board members.

Celebrating Excellence – Staff Celebration :

Colleen Norris, Superintendent of Education, introduced Karen Peterson, Principal of Marion M. Graham Collegiate. Principal Peterson introduced and recognized Nat Banting, who received a Teaching Excellence in STEM Award. This award is presented nationally as part of the Prime Minister's Awards for Teaching Excellence. The award celebrates outstanding Science, Technology, Engineering, and Mathematics teachers that help develop the culture of innovation. Loreen and Katie Berdahl shared their perspectives as a parent and student of how Mr. Banting's teachings have impacted them.

Celebrating Excellence-Staff Celebration

Consent Items: Trustee Arneson moved that the following consent agenda items be approved as presented.

Consent Items

CARRIED (10)

Approval of Minutes - January 11, 2022: Trustee Arneson moved that the Board approve the minutes of the Committee of the Whole and Regular Board held January 11, 2022.

Approval of Minutes

CARRIED (10)

Financial Results for the Period September 1, 2021 to December 31, 2021: Trustee Arneson moved that the Board receive the financial results for the period September 1, 2021 to December 31, 2021 for information.

Financial Results for the Period September 1, 2021 to December 30, 2021

CARRIED (10)

Reports from Administrative Staff:

Strategic Plan Accountability Report: Well-Being:
Colleen Norris, Superintendent of Education, and Tyler Bergen, Coordinator: Learning Supports, presented the Strategic Plan Accountability Report: Well-Being.

Strategic
Plan
Accountability
Report:
Well-Being

Trustee Brannen moved that the Board approve the Strategic Plan Accountability Report: Well-Being to be included as part of the director of education's 2021-2022 evaluation.

CARRIED (10)

COVID-19 Update: Deputy Director Hills provided an update on the COVID-19 pandemic.

COVID-19
Update

Trustee Bellamy moved that the Board receive the COVID-19 update for information.

CARRIED (10)

Unfinished Business:

2022-2023 School Calendar: Trustee Stranden moved that the Saskatoon Board of Education adopt the proposed 2022-2023 school year calendar.

2022-2023
School
Calendar

CARRIED (10)

LED Retrofit Program Update: Trustee Banks moved that the Board approve the LED (light emitting diode) system retrofit work at Aden Bowman Collegiate, and Alvin Buckwold, Brevoort Park, Brownell, Brunskill, and Buena Vista schools at a total cost not to exceed \$700,000, such work to be undertaken by Radiance Energy Limited, with Spectrum Electric as the local installer.

LED Retrofit
Program Update

CARRIED (10)

Board Subcommittee Minutes: Trustee Tait moved that the Board approve the minutes of the Board Governance Committee meeting held October 26, 2021.

Board
Subcommittee
Minutes

CARRIED (10)

Correspondence: Trustee Arneson moved that the Board receive the correspondence from the Committee of the Whole.

Correspondence

CARRIED (10)

Reports of Committees and Trustees:

- Trustee Banks reported on her attendance at meetings of the Board Chair/Director council and meetings of the Saskatchewan School Boards Association Executive. She reported on her participation, along with Trustee Stranden, on Saskatoon Public Schools' calendar committee, and attended the School Community Council Assembly meeting, as well as school community council meetings at Fairhaven School and Tommy Douglas Collegiate. Trustee Banks also updated the Board on convention planning of the Canadian School Boards Association conference in July 2022.
- Chair MacPherson reported on her attendance at meetings of the Board Chair/Director council. She also reported on her participation in a University of Saskatchewan, College of Education class, where she discussed the role of a trustee. Chair MacPherson also acknowledged Staff Appreciation Week and thanked all staff at Saskatoon Public Schools for their work and dedication.

New Business

Approval of Top Major Capital Requests for 2023-2024: Trustee Linklater moved that Administration submit the following Top Four 2023-2024 Major Capital Request to the Ministry of Education on or before February 28, 2022:

Approval of Top Major Capital Requests for 2023-2024

- 1) New East Side Joint-Use Collegiate
- 2) New Brighton Elementary School
- 3) Centennial Collegiate Infrastructure and Infill Project
- 4) Walter Murray Collegiate Infrastructure and Infill Project

CARRIED (10)

Amendment to Preventative Maintenance and Renewal Three-Year Plan: Trustee Zwarych moved that the Board approve the amendment of the Three-Year Preventative Maintenance and Renewal Plan to include the following two projects:

Amendment to Preventative Maintenance and Renewal Three-Year Plan

- 1) Various schools carpet removal at an estimated cost of \$66,000
- 2) Vincent Massey School ceiling upgrades at an estimated cost of \$50,000

CARRIED (10)

Comments/Concerns/Questions from the Public:

Michael Moore commented on agenda item #6.2 - COVID-19 Update.

Notice of Motion:

No Notices of Motion were brought forward.

Questions by Trustees:

No Questions by Trustees were brought forward.

Adjournment:

Trustee Brannen moved that the Board adjourn to the call of the Chair or the Committee of the Whole meeting of Tuesday, March 15, 2022.

CARRIED (10)

The meeting adjourned at 8:01 p.m.

Secretary of the School Division

Board Chair



MEETING DATE: MARCH 15, 2022
TOPIC: FINANCIAL RESULTS FOR THE PERIOD SEPTEMBER 1, 2021 TO JANUARY 31, 2022

FORUM	AGENDA ITEMS	INTENT
<input checked="" type="checkbox"/> Board Meeting	<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Consent
<input type="checkbox"/> Committee of the Whole	<input type="checkbox"/> New Business	<input type="checkbox"/> Decision
	<input checked="" type="checkbox"/> Reports from Administrative Staff	<input type="checkbox"/> Discussion
	<input type="checkbox"/> Other:	<input type="checkbox"/> Information

BACKGROUND

The attached financial information shows the school division's year-to-date financial position.

CURRENT STATUS

Attached are the following documents:

- | | |
|---|-----------|
| 1. Memorandum regarding financial results to January 31, 2022 | Pages 1-4 |
| 2. Statement of financial activities to January 31, 2022 | Page 5 |
| 3. Cash flow requirements | Page 6 |
| 4. Capital and PMR project status | Page 7 |
| 5. Internally and externally restricted surplus | Page 8 |

Trustees with specific questions are asked to contact Daniel Burke prior to the Board meeting.

PREPARED BY	DATE	ATTACHMENTS
Daniel Burke, Chief Financial Officer Krista Wei, General Manager of Financial Services	March 8, 2022	Financial Results Memo

RECOMMENDATION

Proposed Board Motion (if removed from consent items):

That the Board receive the financial results for the period September 1, 2021 to January 31, 2022 for information.



MEMORANDUM

DATE: March 10, 2022

TO: Board Trustees

FROM: Daniel Burke, Chief Financial Officer
Krista Wei, General Manager of Financial Services

RE: FINANCIAL RESULTS TO JANUARY 31, 2022

See Schedule 1 and 2 for financial information as of January 31, 2022. The following is an explanation for the main revenues and expenditures:

Revenues

- a) Provincial Grants
\$100.8 million and 39% of the provincial grants have been recognized for the year, compared to \$106.4 million and 43% in the prior year. This relates primarily to operating grant revenue which is received equally on a monthly basis. In the prior year we had received an additional \$7.3 million for Covid-19 related funding.
- b) Tuition and Related Fees
Tuition and related fees consist of revenues from Whitecap and the international student program (ISP). \$0.7 million and 49% of budget has been realized as of January 31, 2022, compared to \$0.7 million and 42% of budget in the prior year.
- c) Complementary Services
Complementary services relate primarily to prekindergarten funding, as well as alternative funding grants. \$4.4 million and 71% of budget has been realized so far in the current year. This is higher than \$3.1 million and 55% of budget in 2020-21. Both years are high on a percentile basis as lump-sum funding was received for specific programs at the beginning of the year. The current year is higher as more Jordan's Principle funding has been received year-to-date as this program continues to grow.

d) External Services

External services consist of funding for associate and alliance schools, cafeteria revenues, and qualified donee and foundation donations. As of January 31, 2022, \$1.3 million and 16% of budget has been recognized. In 2020-21, \$1.1 million and 26% of budget had been realized for the comparable period. The current year is lower on a percentile basis as the Foundation revenues, which were increased, will not be recorded until year-end consolidation.

e) School Generated

School Generated revenue relates to student fees and grants at the school level. Revenues of \$1.3 million and 27% of budget has been realized in the current year. This is higher than \$0.8 million and 17% in 2020-21 but both years on low on a percentile basis. School generated revenues are expected to be lower than budget due to Covid-19 restrictions but will correspond with lower school generated expenses.

f) Other

Other includes mainly investment and rental income. Other revenues of \$0.5 million and 33% of budget has been realized in the current year compared to \$0.1 million and 9% in the previous year. The prior year is lower as rentals had been cancelled due to Covid-19 restrictions.

Expendituresa) Governance

Expenses related to governance total \$0.4 million and 60% of budget as of January 31, 2022, compared to \$0.2 million and 24% in the prior year. The current year is higher due to the timing of membership fees and the prior year included budgeted election expenses.

b) Administration

Administrative costs are \$2.8 million and 40% of budget as of January 31, 2022. This is lower than 2020-21 levels of \$3.5 million and 55% of budget as the prior year included unexpected Covid-19 expenditures which were covered through additional grant funding.

c) Instruction

Instruction expenses total \$95.3 million and 46% of budget as of January 31, 2022. This is comparable to \$94.9 million and 46% in the prior year.

d) Plant

Plant expenses are currently at \$13.9 million and 32% of budget. This is comparable with 2020-21 levels of \$14.2 million and 33% of budget.

e) School Generated Expense

These expenses currently total \$0.9 million and 18% of budget. This is higher than 2020-21 levels of \$0.7 million and 14% of budget. Both years are low on a percentile basis due to Covid-19 activity restrictions and will align with lower school generated revenues.



f) Transportation

Transportation expenditures amount to \$2.5 million and 36% of budget as of January 31, 2022. This is lower than 2020-21 levels of \$2.7 million and 40% primarily due to third party driver shortages earlier in the school year.

g) Tuition and Related Fees

These expenses relate primarily to disbursements to homebased students and tuition payments to partners. Tuition expenses total \$0.5 million and 117% of budget. This is comparable to the prior year of \$0.4 million and 113% of budget for the same period. Both years have higher expenditures as there were more homebased students than expected. As well, tuition payments to partners are higher than budgeted due to payments made for students attending the Dumont Technical Institute. The Ministry provides funding that off-set these tuition fee expenses students which is included in the provincial grant revenue.

h) Complementary Services

Complementary services expenditures relate primarily to prekindergarten and alternative funding grants. Expenses are currently \$2.6 million and 40% of budget. This comparable to 2020-21 levels of \$2.6 million and 46% of budget.

i) External Services

External services include expenses related to the associate and alliance schools, cafeterias, qualified donee, and the foundation. These amount to \$1.2 million as of January 31, 2022 and 14% of budget. In 2020-21, \$1.3 million and 28% of budget had been realized for the comparable period. The current year is lower on a percentile basis as the Foundation expenses, which were increased, will not be recorded until year-end consolidation.

j) Interest/Allowances

Interest expenditures are currently \$0.1 million and 42% of budget. This is comparable to 2020-21 levels which were \$0.1 million and 42% of budget.

Cash Flow Requirements

Schedule 2 provides information regarding the cash flow requirements as of January 31, 2022. The division has a cash deficit year to date. This can be attributed to normal operations, tangible capital asset purchases and principal loan payments. It is typical for the division to have a deficit for the first ten months of the year as the operating grant is received evenly over twelve months, but operating expenses are much lower in the summer.

Capital Expenditures

Schedule 3 provides information regarding the unaudited financial status as of January 31, 2022 for capital projects which are considered in progress or have had financial activity during the year. This includes the inception to date costs and budget.

Internally and Externally Restricted Surplus

There are no significant changes to the restricted surplus accounts other than budgeted allocations and allocations from funds outside the operating fund. See Schedule 4 for more information.

Schedule 1

Saskatoon Public Schools
Consolidated Statement of Financial Activities
For the Month Ended January 31, 2022

	2021-22		2020-21	
	Consolidated Actual	Percentage of Consolidated Budget	Consolidated Actual	Percentage of Consolidated Budget
<u>Revenues</u>				
Property taxes	\$ -		\$ -	
Provincial grants	100,812,263	39%	106,436,761	43%
Tuition and related fees	717,662	49%	661,792	42%
Complementary services	4,435,477	71%	3,130,481	55%
External services	1,328,654	16%	1,136,796	26%
School-generated	1,313,097	27%	823,245	17%
Other	520,800	33%	133,515	9%
Total Revenues	109,127,953	39%	112,322,591	42%
<u>Expenses</u>				
Governance	436,731	60%	244,116	24%
Administration	2,835,242	40%	3,549,075	55%
Instruction	95,288,247	46%	94,918,002	46%
Plant	13,914,319	32%	14,163,814	33%
School-generated	897,595	18%	696,556	14%
Transportation	2,462,556	36%	2,723,011	40%
Tuition and related fees	456,710	117%	443,682	113%
Complementary services	2,564,888	40%	2,637,062	46%
External services	1,255,444	14%	1,335,582	28%
Interest/allowances	121,971	42%	141,827	42%
Total Expenses	120,233,703	42%	120,852,727	43%
Surplus/(deficit)	(11,105,750)		(8,530,137)	

Schedule 2

Saskatoon Public Schools
Cash Flow Requirements
For the Month Ended January 31, 2022

	Actual 2021-22	Annual Budget 2021-22
Surplus/(deficit)	(11,105,750)	(6,242,207)
CASH REQUIREMENTS:		
Tangible capital assets:		
Purchases	(1,153,073)	(9,961,000)
Long term debt:		
Repayments	(831,305)	(1,995,133)
Debt issued	-	-
Non-cash items included in surplus/deficit:		
Amortization expense	5,450,000	13,080,000
Employee Future Benefits expenses	-	503,400
Pension Plan Adjustment	-	-
NET EXCESS (REQUESTED) CASH	(7,640,128)	(4,614,940)

Schedule 3

Saskatoon Public Schools
Capital and PMR Project Status
Includes Capital Projects (all) and PMR Projects (budgets \geq \$250,000)
As of January 31, 2022

Project Name	Actual	Budget	% Budget	Variance
PMR Projects				
Forest Grove ROOF REPL #3A-D	757,661 *	815,500	93%	57,839
Dr. John G. Egnatoff ROOF REPL #1,5,6	602,444 *	644,000	94%	41,556
Evan Hardy BOILER REPLC	560,044 *	550,000	102%	(10,044)
John Dolan BOILER REPLC	433,038 *	532,600	81%	99,562
Walter Murray PAINTING, DOOR REPLC	1,128,793 *	1,144,952	99%	16,160
Total PMR Projects	3,481,980	3,687,052		205,072
Portables				
Willowgrove 19-20	617,994 *	720,000	86%	102,006
Centennial 19-20	755,909 *	720,000	105%	(35,909)
Alvin Buckwold 20-21	239,217 *	360,000	66%	120,783
Willowgrove 20-21	438,789 *	720,000	61%	281,211
Centennial 20-21	-	360,000	0%	360,000
Total Portables	2,051,910	2,880,000		828,090
Other				
City Centre Project	364,294 *	1,300,000	28%	935,706

* Includes multiple years (actual cost = total project spend to date)

Schedule 4

**Saskatoon Public Schools
Internally and Externally Restricted Surplus
As of January 31, 2022**

	Opening Balance	Additions/Transfers	As of January 31, 2022
Preventative Maintenance and Renewal (PMR)	8,185,100	(567,082)	7,618,018
Capital Projects	5,075,437	(557,857)	4,517,580
<u>Internally Restricted</u>			
<i>Civic Elections</i>	-		-
<i>School Generated Funds</i>	3,499,384	415,502	3,914,886
<i>Facility Rental Reserve</i>	136,290		136,290
<i>Governance Reserve</i>	43,000		43,000
<i>Facility Operating Reserve</i>	577,963		577,963
<i>Curriculum Renewal Reserve</i>	100,000		100,000
<i>Technology Renewal Reserve</i>	4,975,000		4,975,000
<i>Pandemic Support Funding</i>	5,420,000		5,420,000
<i>Mount Royal Facility Partnership Reserve</i>	169,486		169,486
<i>Secondary Security Camera</i>	50,000		50,000
<i>School Carry Forwards</i>	1,819,172		1,819,172
<i>Alternative Funds</i>	396,897	1,027,315	1,424,212
<i>Whitecap</i>	(11,878)		(11,878)
Total Internally Restricted	17,175,314	1,442,817	18,618,131
<u>Externally Restricted</u>			
<i>Donations</i>	568,064	70,026	638,090
<i>Foundation</i>	1,422,827		1,422,827
Total Externally Restricted	1,990,891	70,026	2,060,917
Unrestricted Surplus	3,587,477		3,587,477



MEETING DATE: MARCH 15, 2022
TOPIC: CHANGES TO ADMINISTRATIVE PROCEDURES
MARCH 1, 2021 – FEBRUARY 28, 2022

FORUM	AGENDA ITEMS	INTENT
<input checked="" type="checkbox"/> Board Meeting	<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Consent
<input type="checkbox"/> Committee of the Whole	<input type="checkbox"/> New Business	<input type="checkbox"/> Decision
	<input checked="" type="checkbox"/> Reports from Administrative Staff	<input type="checkbox"/> Discussion
	<input type="checkbox"/> Other:	<input type="checkbox"/> Information

BACKGROUND

The Board Governance committee met on March 8, 2022 and reviewed all changes to Administrative Procedures for the period March 1, 2021 to February 28, 2022.

CURRENT STATUS

The committee passed the following motion: *“That the Board Governance Committee receive the annual summary of revised administrative procedures and forward to the board of education for information.”*

PREPARED BY	DATE	ATTACHMENTS
Daniel Burke, Chief Financial Officer	March 8, 2022	Changes to Administrative Procedures

RECOMMENDATION

Proposed Board Motion (if removed from consent items):

That the Board receive the annual changes to Administrative Procedures as information.

**Changes to Administrative Procedures
March 1, 2021 - February 28, 2022**

Procedure Number and Title	Date Revised	Responsibility	Changes
Section 100 - General Administration			
AP 100: Strategic Education Plan	28-Feb-22	S. Skjerven	Housekeeping changes to incorporate information from AP 200: Strategic Plan into one administrative procedure
AP 102: School Plans and Annual Summaries	28-Feb-22	S. Skjerven	Delete - No longer relevant
AP 110: School Community Councils	28-Feb-22	S. Skjerven	Housekeeping changes pending until board review of policy .
Section 200 - Instructional Programs and Materials			
AP 200: Strategic Plan	February 28, 2022	S. Skjerven	Delete - duplicate to AP 100
Section 300 - Students			
AP 321: Student Awards	1-Apr-21	Mitch Kachur	housekeeping. clarify wording in 2.1

**Changes to Administrative Procedures
March 1, 2021 - February 28, 2022**

Procedure Number and Title	Date Revised	Responsibility	Changes
AP 321: Student Awards	1-Feb-22	Mitch Kachur	housekeeping: update 1.6 (calculating student averages)
Section 400 - Personnel and Employee Relations			
AP 401: Staffing Guidelines	17-Jan-22	Kachur, Newton, LaPlante	housekeeping changes to staffing formulas to reflect budget cuts.
AP 412: Staff Members Loan of Service	1-Oct-21	N. Bishop Yong	housekeeping changes to reflect current practice.
AP 414: Duty to Accommodate	1-May-21	R. LaPlante	updated to meet current legislation. Significant changes, stakeholder feedback sought.
AP 415: COVID-19 Vaccination and Testing	15-Oct-21	R. LaPlante	new procedure.
AP 415: COVID-19 Vaccination and Testing	14-Feb-22	R. LaPlante	deleted .

**Changes to Administrative Procedures
March 1, 2021 - February 28, 2022**

Procedure Number and Title	Date Revised	Responsibility	Changes
Section 500 - Business Administration			
AP 509: Travel Claims	29-Mar-21	K. Wei	Substantial changes. Feedback required
AP 515: Procurement	18-Oct-21	H. Camsell	substantial changes. Feedback required title change from purchasing to procurement. Updated to reflect current practice.
AP 531: Tangible Capital Assets	April 26 2021	K. Wei	Housekeeping. Table updated to set threshold for computer hardware and computer software to \$10,000. Previously no threshold was set. This is to avoid having small item purchases included in the capital accounts. Major purchases such as computer refreshes would still be capitalized.
AP 543: Approval of Capital and Non Capital Projects	21-Jun-21	D. Burke/K.Weii	updated with current terminology , clarification of process when projects exceed budget .
AP 571: Purchasing Card - Commercial Credit Card Program	18-Oct-21	H. Camsell	substantial changes. Feedback required. Update to reflect current practice.



MEETING DATE: MARCH 15, 2022

TOPIC: STRATEGIC PLAN ACCOUNTABILITY REPORT:
ENGAGEMENT, RESPONSIBILITY, AND PERSEVERANCE

FORUM	AGENDA ITEMS	INTENT
<input checked="" type="checkbox"/> Board Meeting	<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent
<input type="checkbox"/> Committee of the Whole	<input type="checkbox"/> New Business	<input checked="" type="checkbox"/> Decision
	<input checked="" type="checkbox"/> Reports from Administrative Staff	<input type="checkbox"/> Discussion
	<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Information

BACKGROUND

Academic excellence, character, engagement, and well-being of students are at the heart of Saskatoon Public Schools' five-year strategic plan. The plan highlights our vision of each student being known, valued, and believed in. It emphasizes Saskatoon Public Schools' commitment to creating learning experiences that inspire all students to reach their potential and the importance of relationships, equity and accountability.

CURRENT STATUS

Attached is the accountability report for engagement, responsibility, and perseverance which will be presented by Nicola Bishop-Yong and Paul Janzen, superintendents of education.

PREPARED BY	DATE	ATTACHMENTS
Brent Hills, Deputy Director of Education Charlene Scrimshaw, Deputy Director of Education Nicola Bishop-Yong, Superintendent of Education Paul Janzen, Superintendent of Education	March 8, 2022	Accountability Report

RECOMMENDATION

Proposed Board Motion:

That the Board approve the Strategic Plan Accountability Report: Engagement, Responsibility, and Perseverance, to be included as part of the director of education's 2021-2022 evaluation.

At Saskatoon Public Schools every student is **Known • Valued • Believed In**

We are committed to creating learning experiences that inspire all students to reach their potential.



Accountability Topic: Engagement, Responsibility, and Perseverance

Date of Board Meeting: March 15, 2022

Strategic Priorities:

<input type="checkbox"/> Academic Excellence	<input type="checkbox"/> Well-being
<input checked="" type="checkbox"/> Character	<input type="checkbox"/> Financial Stewardship
<input checked="" type="checkbox"/> Engagement	<input type="checkbox"/> Internal Business Processes

Commitments:

- Relationships (honouring diversity, welcoming and joyful spaces, and community partnerships)
- Equity (anti-racist/anti-oppressive practice, representative workforce, high expectations)
- Accountability (evidence-based practice, focus on Indigenous student success, ensure safe, caring, and accepting learning environments)

Key Measures:

The key measures for K-12 include:

- Learning Skills/Work Habits from kindergarten to grade 8 elementary report card
- OurSCHOOL measures related to engagement and character
- Attendance

Targets:

Consistent growth in the areas of respect, responsibility, perseverance, and student engagement measures. *More specific measures will be determined as baseline data is collected.*

Key Initiatives Employed:

Saskatoon Public Schools strives to create learning experiences that inspire all students to reach their potential through character-building and engaging learning environments.

Students in Saskatoon Public Schools are supported to develop their character, particularly respect, responsibility, and perseverance, in several ways. Beginning in kindergarten, and continuing until grade 8, students work to develop their learning skills and work habits. There are seven Learning Skills and

Work Habits included in kindergarten–grade 8 report cards including responsibility, independent work, perseverance, self-regulation, collaboration, thinking skills and initiative. Learning skills and work habits help students to learn more effectively, develop their potential as independent learners and take ownership over their own learning. The skills and habits contribute to a student’s ability to be successful at school, particularly *responsibility* and *perseverance*. In elementary schools, learning skills and work habits are evaluated separately from student achievement or course expectations and are not used in determining final grades. Fostering these skills and habits are relevant to students long after graduation in helping them to transform into critical thinkers, and responsible productive global citizens.

In collegiates, students apply their learning skills and work habits to credit attainment. Collegiate students are encouraged to persevere in completing classes and attaining credits toward graduation. *Credit recovery* or outcome completion is offered to eligible collegiate students at the end of each term. Once every attempt to complete the course on time is exhausted, credit recovery is offered to students who demonstrated between 30% and 50% proficiency in course outcomes by allowing students to complete the course with additional time and support.

An important initiative to support character development is citizenship education. Citizenship education supports the integration of the *Concentus* resources into existing grade-level social studies instruction to ensure students develop the essential citizenship skills and competencies of being *enlightened, empathetic, ethical, empowered, and engaged*. In 2021-2022 (year 5 of the initiative), the staff development department continued to develop teacher resources and supports. Additionally, citizenship education was integrated into other division learning initiatives such as anti-racist, anti-oppressive and environmental education. An online professional learning course to assist teachers in starting their citizenship education journey was developed.

To foster student engagement, Saskatoon Public Schools’ teachers ensure students participate in relevant and meaningful instruction and assessment practices. Teachers continue to ensure that the broad areas of learning (life-long learners, sense of self, community and place, and engaged citizens) and cross curricular competencies (developing thinking, identity and interdependence, literacies and social responsibility) are developed from kindergarten to grade 12. Relevant and authentic learning continues to flourish in our schools evidenced from projects like the global read aloud project, hands on practical applied arts modules in action and dynamic math instruction.

In 2021-2022, Saskatoon Public Schools developed k-12 Parent/Caregiver Guides to Assessment, Evaluation, and Reporting. In these guides, it recognizes the important role that *students* play in assessment. Teachers and students work together to gather evidence of their learning over time from observations, conversations, and student products. With teacher support, students understand and work towards the curriculum expectations and achievement criteria by:

- engaging in the learning process by understanding the learning expectations and how they will be assessed; and
- self-reflecting and using feedback to set learning goals and work on “next steps” for improvement.

Teachers regularly employ formative assessment practices that gauge student engagement and enhance student participation. The implementation of the digital communication tool *Edsby*, provides students and families a comprehensive picture of their student’s achievement of curricular outcomes and their school experience. To date, approximately 18,000 parents/caregivers and 27,000 students have registered in Edsby.

Saskatoon Public Schools offers the most diverse unique programming options in the province. In 2021-2022, 30 unique elementary and secondary programs were offered to students in the areas of academics (11), experiential learning (11), athletics (3) and language and culture (5). The array of unique program offerings within both our elementary and secondary schools provides a picture of how Saskatoon Public Schools provides opportunities for students to engage in their learning in multiple ways including nature-based early learning, Indigenous language programs, experiential and environmental opportunities and more.

Extra-curricular opportunities, while limited through the 2021-22 school year due to the pandemic, also provides opportunities that promote character and engagement within the school community.

Data:

In kindergarten to grade 8, teachers assess student's *Learning Skills and Work Habits* including *responsibility* and *perseverance*. The frequency ratings are included in the January and June kindergarten to grade 8 report cards. The development of learning skills and work habits are reported using the following frequency scale:

A indicates that the student exhibits the habit almost always.

O indicates that the student exhibits the habit often.

S indicates that the student exhibits the habit sometimes.

R indicates that the student exhibits the habit rarely.

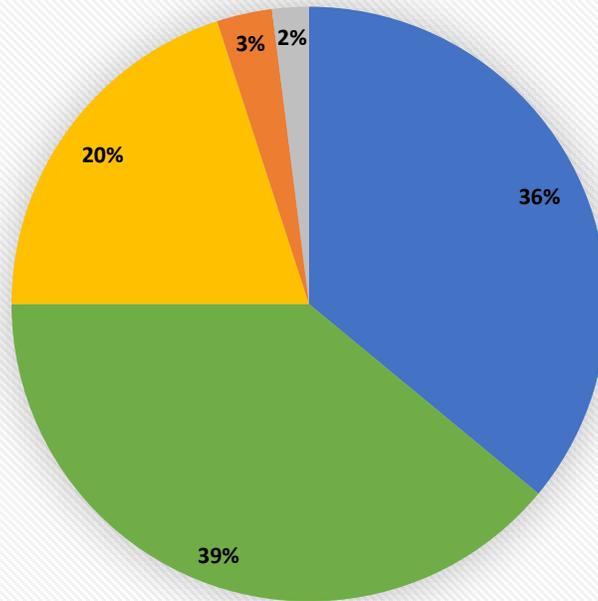
IE indicates that there is insufficient evidence to allow for a rating.

NA indicates that this habit is not yet applicable.

If students are reported to be *often* and or *almost always* displaying the learning skills and work habits, they are deemed to be developing appropriately. Students who are *sometimes* or *rarely* displaying learning skills and work habits may benefit from additional supports to foster appropriate developmental growth.

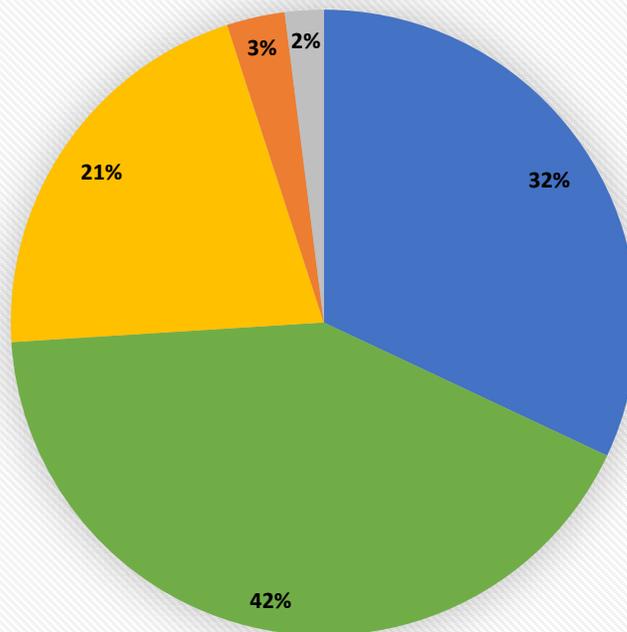
The following graphs show the percentage of kindergarten to grade 8 students who demonstrated the learning skills and work habits of *responsibility* and *perseverance* as reported in the January 2022 report cards. 75% of students in kindergarten to grade 8 displayed age-appropriate levels of *responsibility*, while only 23% of students were deemed to have not developed requisite levels of responsibility by mid-way through the year. 74% of students displayed age-appropriate levels of *perseverance*, while only 24% of students were deemed to have not developed requisite levels of *perseverance* by mid-way through the year. A reassuring trend in the data set is the high percentage of students who were deemed to be *sometimes* showing the learning skills of *responsibility* and *perseverance*. Statistically few students were deemed to be *rarely* demonstrating evidence of these skills. In both of the cumulative ratings for responsibility and perseverance, a small percentage of students did not receive a frequency rating due to either insufficient evidence for the teacher to provide a professional judgement or that the habit was not yet applicable for the students

Percentage of k-grade 8 students who demonstrated *responsibility* on January 2022 report card



■ almost always ■ often ■ sometimes ■ rarely ■ other (insufficient evidence or not applicable)

Percentage of k-grade 8 students who demonstrated *perseverance* on January 2022 report card

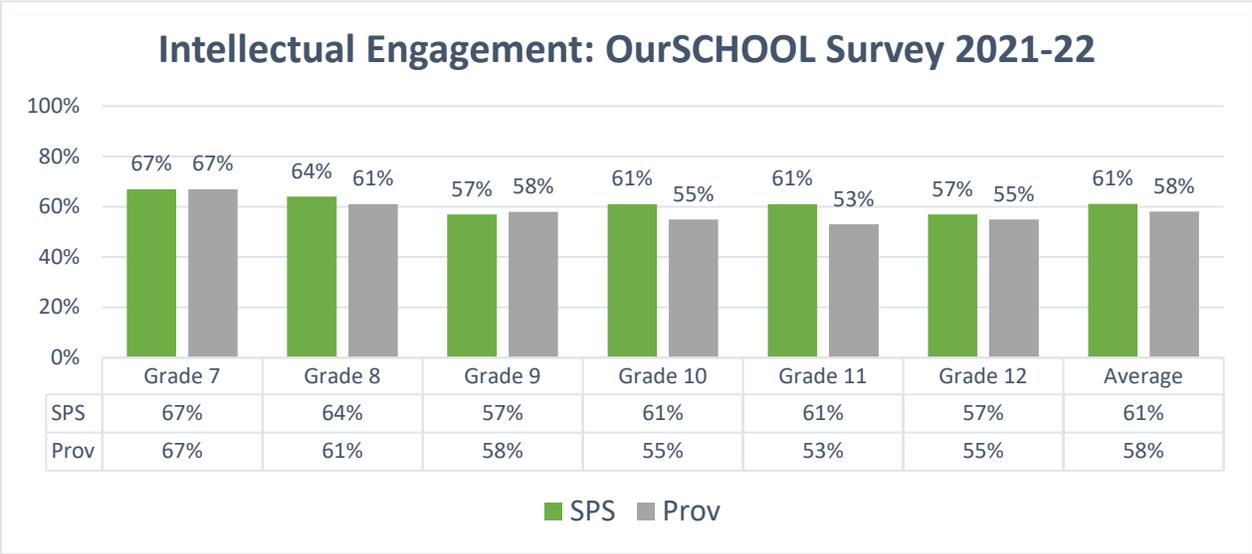


■ almost always ■ often ■ sometimes ■ rarely ■ other (insufficient evidence or not applicable)

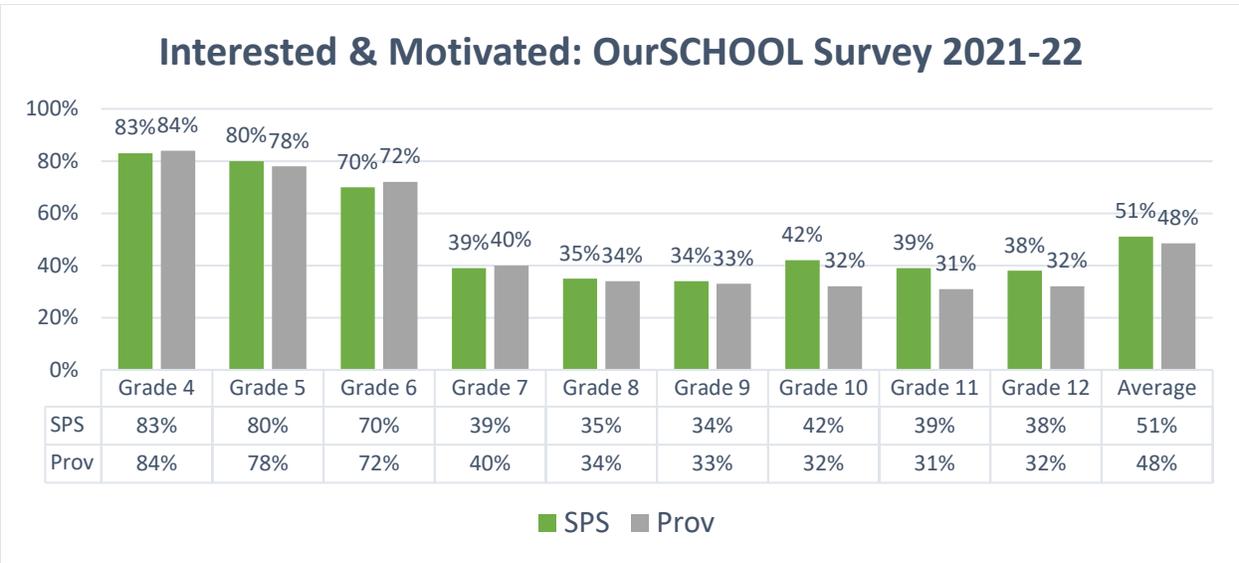
This fall, all schools administered the provincial OurSCHOOL student survey to students from grade 4-12. To align with Saskatoon Public Schools’ strategic plan, several custom questions were included to measure respect, responsibility, and perseverance.

In the area of respect, students were asked “I respect others, even if they are different from me,” 88% of students in grades 4-6, 87% of students in grades 7-8, and 85% of students in grades 9-12 answered agree or strongly agree. For the question, “I am responsible for my own success at school,” 85% of students in grades 4-6 answered agree or strongly agree while 82% in grades 7-8 and grades 9-12 answered the same way. In area of perseverance students were asked “I keep trying even when I face challenges,” 79% of students in grades 4-6, 69% of grades 7-8, and 67% students in grades 9-12 responded with agree or strongly agree.

Two existing OurSCHOOL measures provide information related to engagement. Typically, when students are intellectually engaged, they find learning interesting, enjoyable, and relevant. The intellectual engagement data below is a composite derived from five aspects of student engagement including interest, motivation, effort, effective learning time, relevance, and rigor. This year all grades were above the provincial percentages except for grade 9. The overall division average was 3% higher than the overall provincial average. This data will be used as a baseline for monitoring future progress in engagement and character amongst grade levels as well as in comparison to the provincial data.



The *Interested & Motivated* graph below represents the extent to which students are interested in their studies and feel motivated to keep up with the coursework in English Language Arts, Mathematics, and Science (results are not broken down by subject area). While grades 4-8 students are within 1 to 2% points of the provincial numbers, students in grades 10-12 identify being significantly more interested and motivated compared to the province averages. Overall, Saskatoon Public Schools is 3% higher than the provincial average this year.



The Ministry of Education no longer provides school divisions with monthly attendance data. While the tracking and monitoring of attendance at the teacher and school levels have been enhanced with Edsby, the ability to develop division reports through Edsby or MSS are still being developed.

Future Initiatives:

Schools and teachers will continue to explore ways to engage students and provide relevant and meaningful learning experiences for all students. Instruction and assessment strategies that continue to promote student engagement will be promoted and developed. Supports, resources and professional learning will continue to be offered to teachers implementing citizenship education. In 2022-2023, an instructional focus on assessment will continue which includes prioritizing professional learning on *quality evidence of learning* and *clear communication*. Moving forward, Edsby will be used to its fullest to clearly communicate student learning and will prioritize student voice and participation within assessment and will introduce the use of digital portfolios.

In 2022-2023, additional unique programs will be added in three elementary schools. Lakeridge School will welcome Montessori programming for students aged kindergarten to grade 3. In the fall, it will be the first public school in Saskatchewan to offer *Casa* or kindergarten Montessori programming. As result of the successful launch of the nature-based early learning programming at Buena Vista School, it will be expanded to include grades 1-5 and include a new kindergarten and pre-kindergarten nature-based program at Lawson Heights School.

Risk Assessment:

It is critical that current and future plans focus on maintaining positive results in student’s engagement and character. Character and engagement have a profound impact on students’ current and future success. The correlation between fostering student engagement, developing character and academic success have been well documented in the literature, and so it is critical that Saskatoon Public Schools maintains high expectations on achieving character and engagement measures.

Summary Comments:

Saskatoon Public Schools' strategic plan states that all students are known, valued, and believed in. The impact and disruption of the COVID-19 pandemic on student engagement and character development must be acknowledged, however, Saskatoon Public Schools is well positioned in practice and programming to continue a strong emphasis on the student goals of engagement and character.



MEETING DATE: MARCH 15, 2022

TOPIC: GEMS AGREEMENT

FORUM	AGENDA ITEMS	INTENT
<input checked="" type="checkbox"/> Board Meeting	<input type="checkbox"/> Correspondence	<input type="checkbox"/> Consent
<input type="checkbox"/> Committee of the Whole	<input checked="" type="checkbox"/> New Business	<input checked="" type="checkbox"/> Decision
	<input type="checkbox"/> Reports from Administrative Staff	<input type="checkbox"/> Discussion
	<input type="checkbox"/> Other:	<input type="checkbox"/> Information

BACKGROUND

GEMS is a geographical area that is west and south of Saskatoon (the area of the historical school districts of Gideon, Ebzel, Merrill, and Smithville). It is within the boundaries of Prairie Spirit School Division; however, they have been transporting students from this area into Saskatoon to both public and separate schools for several decades based on past practice and legacy agreements.

Administration has worked with Greater Saskatoon Catholic Schools (GSCS) and Prairie Spirit School Division (PSSD) to draft the proposed tripartite agreement. Currently 75 students are transported as part of this agreement with 50 students attending Saskatoon Public Schools (SPS).

CURRENT STATUS

This agreement is similar to transportation provider agreements that the school division has with other vendors.

A financial reconciliation will be completed each year which will compare the costs to the funding PSSD receives each year from the provincial government. The costs are based on the contracted rates GSCS currently pays to its third party contractor for other rural routes. The costs payable to PSSD will be based on the number of GEMS students attending a school with SPS compared to GSCS. The net annual cost for SPS is estimated to be approximately \$30,000. Saskatoon Public Schools does receive funding through the provincial operating grant for all students that attend our schools.

If approved, this agreement is backdated to be effective September 1, 2021.

PREPARED BY	DATE	ATTACHMENTS
Daniel Burke, Chief Financial Officer	March 8, 2022	GEMS Agreement

RECOMMENDATION

Proposed Board Motion:

That the Board approve the tripartite GEMS transportation agreement effective September 1, 2021.

THIS AGREEMENT made effective this 1st day of September, 2021.

Between:

Board of Education of the
Prairie Spirit School Division No. 206 of Saskatchewan
("Prairie Spirit")

- and -

Board of Education of
St. Paul's Roman Catholic Separate School Division No. 20 of Saskatchewan
("St. Paul's")

- and-

Board of Education of the
Saskatoon School Division No. 13 of Saskatchewan
("SPSD")

Student Transportation Agreement

WHEREAS:

- A. The Parties are required to provide transportation to students enrolled in schools within their Division in accordance with the provisions of *The Education Act*;
- B. Prairie Spirit receives rural funding to provide transportation to students within their geographic boundaries in accordance with the Ministry of Education Funding Agreement;
- C. Prairie Spirit owns and operates school buses; and
- D. Prairie Spirit is equipped to transport students and St. Paul's and SPSD desires Prairie Spirit to transport their registered students in the area known as "GEMS" on behalf of St. Paul's and SPSD in order that St. Paul's and SPSD can fulfill its obligation under *The Education Act*.

WHEREAS the Parties are desirous of forming an agreement to set out the respective obligations with regard to Prairie Spirit's transportation of students attending schools within the City of Saskatoon.

NOW THEREFORE in consideration of the mutual promises and covenants contained within this Agreement, the Parties hereby agree as follows:

Unless the context of the Agreement otherwise requires, the following words shall have the meaning as set forth in Section 1 below.

1. Definitions

Save and except for where specifically defined elsewhere within this Agreement, all capitalized terms used in this Agreement shall have the following meanings:

- 1.1. **“Commencement Date”** means September 1, 2021.
- 1.2. **“Force Majeure”** means any acts of God, strikes, lockouts or other industrial disturbances, acts of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fallout, arrests, and restraints of rulers and people, civil disturbances, explosions, breakage of or accident to machinery, inability to obtain materials or equipment, any legislative, administrative or judicial action which has been resisted in good faith by all reasonable legal means, any act, omission or event whether of the kind herein enumerated or otherwise not within the 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 be deemed not to be a Force Majeure.
- 1.3. **“Education Act”** means *The Education Act, 1995*, and its regulations, as amended or replaced from time to time.
- 1.4. **G.E.M.S.** means the area of the historical school districts of Gideon, Ebzel, Merrill, and Smithville. The catchment zone for this area is referenced in **Schedule “D”**.
- 1.5. **“Parties”** means Prairie Spirit and St. Paul’s and SPSD, and **“Party”** means any one of them.
- 1.6. **“Routes”** means the school bus routes established by Prairie Spirit from time to time in order to provide the Services to the Students, as more particularly determined pursuant to the Transportation Policy and Procedures and referenced within **Schedule “A”** attached to this Agreement, provided always that the Routes shall incorporate the designated pickup and delivery points as more particularly described within **Schedule “B”** attached to this Agreement.
- 1.7. **“Schools”** means those schools owned and operated by St. Paul’s and SPSD which are listed within **Schedule “B”**.
- 1.8. **“Services”** means the transportation of Students to and from the designated pick-up and delivery points contemplated within the Routes, and the corresponding School, upon and registered for transportation with Prairie Spirit.
- 1.9. **“Students”** means the students of St. Paul’s and SPSD transported by Prairie Spirit.
- 1.10. **“Transportation Policy and Procedures”** means all those policies and procedures established by Prairie Spirit addressing the transportation of students, establishment or amendment of the Routes, and all other matters related to the provision of the Services, and those policies and procedures that exist on the Commencement Date as referenced in **Schedule “A”**.

2. Schedules

If a conflict arises between any provision contained in this Agreement and any provision contained in any of the schedules hereto, the provisions of this Agreement shall prevail. The following schedules are attached to and form a part of this Agreement:

- 2.1. **Schedule “A”** - Transportation Policy and Procedures
- 2.2. **Schedule “B”** - The Schools, Routes, and Students
- 2.3. **Schedule “C”** - Insurance
- 2.4. **Schedule “D”** – G.E.M.S. Map

3. Routes and Services

St. Paul’s and SPSD recognizes that the Services, the Routes, and the transportation operations of Prairie Spirit in general, will be operated under the Transportation Policy and Procedures of Prairie Spirit, as amended from time to time in consultation with St. Paul’s and SPSD, which may result in:

- 3.1. Changes to the Routes;
- 3.2. Changes to the designated pick-up and delivery points; and
- 3.3. Changes to the operation, management and delivery of the Services.

4. Term

This Agreement shall be effective as of the Commencement Date and continue from year to year, unless terminated in accordance with this Agreement.

5. Performance of Transportation Services

Prairie Spirit shall provide the Services:

- 5.1. By or through the operation of its own vehicles and staff; or through the service obtained from qualified subcontractors engaged by Prairie Spirit to provide transportation services;
- 5.2. In compliance with the applicable provisions of *The Education Act* and *The Traffic Safety Act*;
- 5.3. In compliance with the provisions and requirements of all other laws and requirements of lawful authorities applicable to the Services and Prairie Spirit including, without limitation, all relevant legislation, codes, bylaws, regulations, rules and ordinance;
- 5.4. Exercising the same degree of care, skill and diligence as used in providing transportation to Prairie Spirit’s own students.

6. Permits, Licenses and Compliances

Without restricting any of the foregoing, Prairie Spirit shall obtain, pay for and maintain in good standing during the term, all at its own expense, all necessary permits or licenses required in connection with providing or performing the Services. Prairie Spirit shall collect, remit, and pay all source deductions, Canada Pension contributions, employment insurance premiums, taxes and GST and all other required payments, contributions or deductions under all applicable laws and authorities which arise or may hereafter arise with respect to the performance of the

obligations of Prairie Spirit under this Agreement and St. Paul's and SPSD shall have no liability for the same.

7. Prairie Spirit Not Responsible

St. Paul's and SPSD acknowledges that Prairie Spirit will not be responsible to St. Paul's and SPSD or its Students for an interruption in Services which are suspended due to:

- 7.1 Extreme or unsafe conditions including, without restriction, storms, cold temperatures and road conditions, as determined by Prairie Spirit or its contractors, as the case may be, each acting reasonably;
- 7.2 Mechanical failures, suffered by Prairie Spirit or its contractors, as the case may be;
- 7.3 Loss of personnel due to illness or other absences, suffered by Prairie Spirit or its contractors, as the case may be; and which are beyond the control of Prairie Spirit or not otherwise capable of being avoided or accommodated with the exercise of reasonable care and attention; and otherwise in accordance with the terms of this Agreement.

8. Alternative Transportation

Prairie Spirit, St. Paul's and SPSD agree and acknowledge the immediate well-being and best interests of the Students, as well as all students being transported by Prairie Spirit, shall be the priority of all Parties. Therefore, in instances where Prairie Spirit is unable to provide the Services in accordance with the terms and conditions of this Agreement, the Parties agree and acknowledge St. Paul's and SPSD shall have the right in their sole discretion to use alternative means of transporting the Students and to make a corresponding adjustment of the fees payable to Prairie Spirit to offset St. Paul's and/or SPSD costs of paying for the provision of service from a third party.

9. Consultation

The Parties shall meet periodically throughout the Term, and no less often than annually, for the purposes of:

- 9.1. Consulting on the delivery of the Services, the Routes, and any processes applicable to the delivery of the Services; and
- 9.2. Negotiation in good faith, and acting reasonably, to incorporate changes in this Agreement which are determined by any or all Parties to be necessary to ensure continued safe, effective, efficient Services, and appropriate sharing of the costs associated with providing the Services.

10. Subcontractors

Prairie Spirit shall be entitled to utilize, engage or retain any suitably qualified subcontractor for the purposes of providing the Services, in whole or in part, provided always:

- 10.1. In providing the Services, Prairie Spirit's subcontractor shall be required to perform to the same level of requirements and compliances required under this Agreement (including, without restriction, compliance with laws, maintenance of vehicles, and carrying of insurance); and
- 10.2. Utilizing a subcontractor shall not diminish, relieve or release Prairie Spirit from its responsibilities under this Agreement.

11. Payment of Rural Transportation Funding

- 11.1. When applicable, St. Paul's and SPSD shall, on an annual basis, pay to Prairie Spirit any amounts owing for the Services within thirty (30) days of receipt of an invoice.
- 11.2. All late payments by St. Paul's and SPSD shall be subject to interest at a rate of twelve percent (12%) per year on the entire amount of the unpaid balance.
- 11.3. A reconciliation of rural revenue will be completed annually by Prairie Spirit.
 - 11.3.1. Total costs will be calculated based on the applicable contracted daily rates for rural transportation that St. Paul's pays to a contractor in Saskatoon (*number of buses x daily rate x number of instructional days*).
 - 11.3.2. Funded cost will be the amount of transportation operating grant received by Prairie Spirit as per the Ministry funding formula.
 - 11.3.3. Unfunded costs are the difference between the total cost and funded cost and shall be invoiced to St. Paul's and SPSD based on each division's share of the number of transported students attending each Saskatoon school.

12. Events of Default

- 12.1. The Parties agree that each of the following shall be an Event of Default with respect to either Prairie Spirit or St. Paul's or SPSD:
 - 12.1.1. Such Party makes an assignment of its assets for the benefit of its creditors or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any jurisdiction;
 - 12.1.2. A petition in bankruptcy is filed and presented against such Party or a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of such Party;
 - 12.1.3. Such Party ceases or threatens to cease to carry on its business;
 - 12.1.4. If either Party neglects or fails to observe, perform or comply with any of its obligations or covenants pursuant to this Agreement, and such neglect or failure is not resolved within thirty (30) days after being required in writing to do so by the other Party, provided however:

12.1.4.1. If such neglect or failure is not capable of being resolved within thirty (30) days as aforesaid but can be resolved within a commercially reasonable period of time by a commercially reasonable effort by the Party in default, and

12.1.4.2. If the Party in default has not commenced to resolve such neglect or failure within the said thirty (30) day period and has not continued to effectively and diligently resolve such neglect or failure within such commercially reasonable period of time.

13. Termination

13.1. This Agreement may be terminated by any Party by providing notice to the other Parties on or before October 31 of a school year that the Agreement will be terminated effective as of June 30 of that school year.

13.2. This Agreement may be terminated by any Party upon written notice to the other Parties in the event of the occurrence of an Event of Default with respect to either Party.

13.3. Termination of this Agreement pursuant to this section shall not limit, in any way, the recourse to any remedies available to any Party at law or in equity.

14. Payment upon Termination

In the event of termination of this Agreement, St. Paul's and SPSD will pay to Prairie Spirit all amounts for completed Services provided up to and including the effective date of termination.

15. Rights and Obligations on Termination

In the event of termination of this Agreement, Prairie Spirit shall perform the Services up to and including the effective date of termination. Prairie Spirit shall not perform any further Services after the effective date of termination.

16. Force Majeure

If the Parties shall fail to meet their respective obligations under this Agreement within the respective time required and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such Party, provided however, in such event, such Party shall use its best efforts to put itself in a position to carry out its obligations under this Agreement as soon as reasonably possible.

17. Notice

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted under this Agreement shall be in writing, subject to the following:

17.1. Any Notice required or permitted under this Agreement shall be sent to the intended recipient at its address as follows:

17.1.1. to Prairie Spirit: Deputy Director, CFO
Box 809, 121 Collins Street
Warman SK S0K 4S0
Bob.Bayles@spiritsd.ca
306-683-2908

17.1.2. to St. Paul's: Chief Financial Officer
420 – 22nd Street East
Saskatoon, SK S7K 1X3
jilloyd@gscs.ca
306-659-7021

17.1.3. to SPSD: Chief Financial Officer
310-21st Street East
Saskatoon, SK, S7K 1M7
BurkeD@spsd.sk.ca
306-683-8231

or to such other address as each Party may from time to time direct in writing.

17.2. Notice shall be served by one of the following means:

17.2.1. By delivering it to the Party(ies) on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party(ies);

17.2.2. If delivered to a corporate Party(ies), by delivering it to the address specified in 17.1 during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;

17.2.3. By fax or email to the Party(ies) on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

17.2.3.1. If transmitted before 3:00 p.m. on a Business Day, on that Business Day; or

17.2.3.2. If transmitted after 3:00 p.m. on a Business Day, on the next Business Day after;

17.2.4. The date of transmission; or

17.2.5. By mailing via first class registered post, postage prepaid, to the Party(ies) to whom it is served. 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.

18. Governing Law

This Agreement shall be construed and governed by the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the Parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Saskatchewan.

19. Time of Essence

Time shall be of the essence of this Agreement.

20. Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing 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 of this Agreement.

21. Relationship between Parties

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.

22. No Authority

Except as may from time to time be expressly stated in writing by the one Party, the other Parties have 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.

23. Agreement Entire Relationship

This Agreement constitutes the entire agreement between the Parties relating to the subject matter 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.

24. Further Assurances

Each of the Parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

25. Amendments

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.

26. Waiver

No consent or waiver, express or implied, by either Party to or of any breach or default by the other Parties in the performance by the other Parties of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations under this Agreement by such Party under this Agreement. Failure on the part of either Party to complain of any act or failure to act of the other Parties or to declare the other Parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights under this Agreement.

27. Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

28. Statutory Reference

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.

29. Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

30. Survival

The Parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination and shall not be merged therein or therewith.

31. Singular, Plural and Gender

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 of this Agreement.

32. Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of each of the Parties.

33. Assignment

Neither Party shall assign its interest in this Agreement, or any part of this Agreement, in any manner whatsoever.

34. Requests for Consent

Each Party shall provide any decision with regard to a request for consent in a timely manner, and not to be unreasonably withheld or delayed.

35. Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any Party hereto.

IN WITNESS WHEREOF the Parties hereto have executed these presents on the day and year first above written.

**BOARD OF EDUCATION OF THE
PRAIRIE SPIRIT SCHOOL DIVISION NO. 206 OF SASKATCHEWAN**

Per: Bernie Howe
Bernie Howe, Chairperson

**BOARD OF EDUCATION OF THE
ST. PAUL'S ROMAN CATHOLIC SEPARATE SCHOOL DIVISION NO. 20 OF SASKATCHEWAN**

Per: Diane Boyko
Diane Boyko, Board Chair

**BOARD OF EDUCATION OF THE
SASKATOON SCHOOL DIVISION NO. 13 OF SASKATCHEWAN**

Per: _____

SCHEDULE "A"

Transportation Policy and Procedures

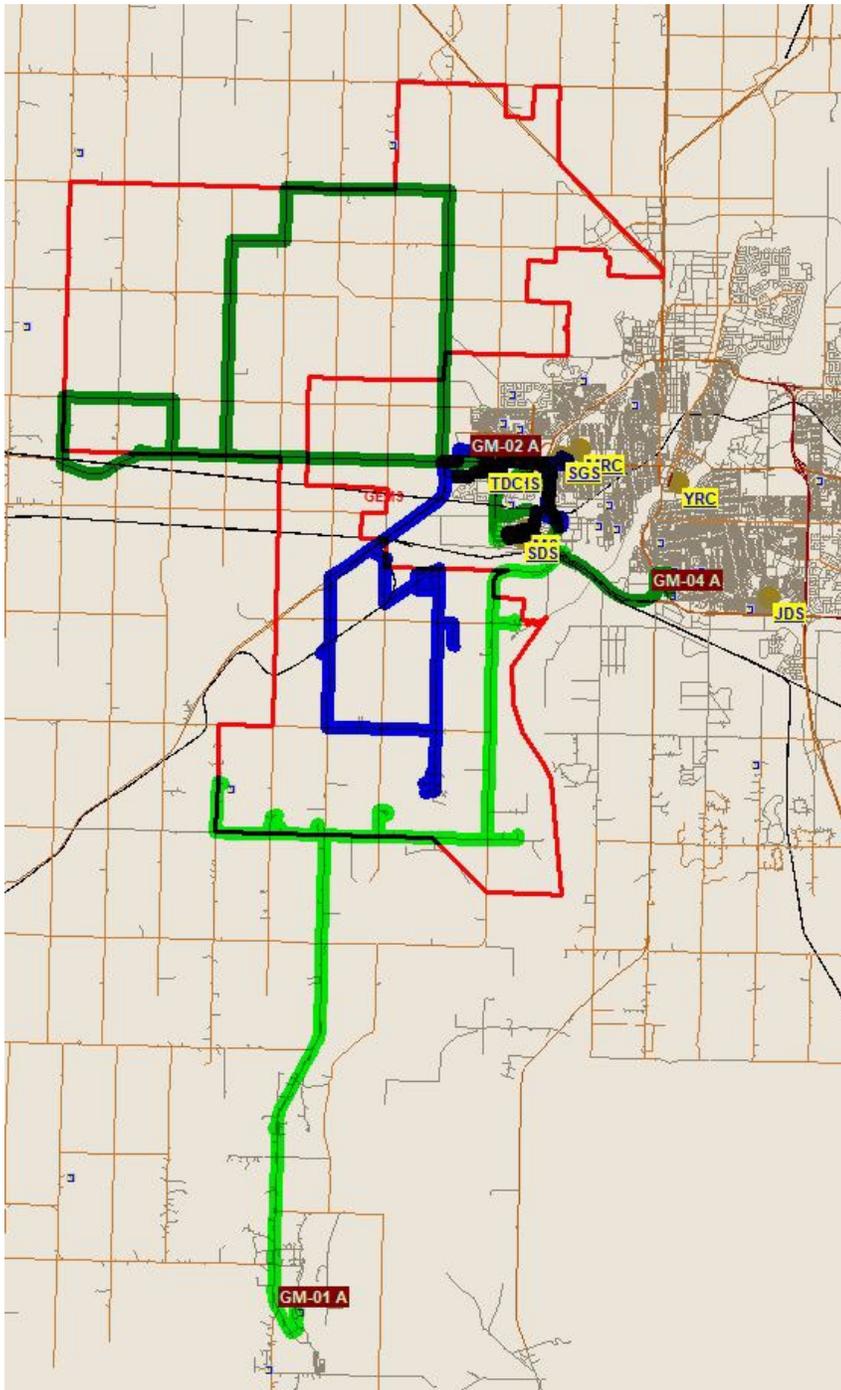
Refer to www.spiritsd.ca for the most up to date versions of Prairie Spirit School Division Administrative Procedures.

Transportation Services Procedures are referenced in articles: AP-801 to AP-810.

SCHEDULE "B"

The Schools, Routes and Students

1. The Parties shall amend this Schedule "B" on an annual basis
2. The Schools, Routes, and Students are as follows:



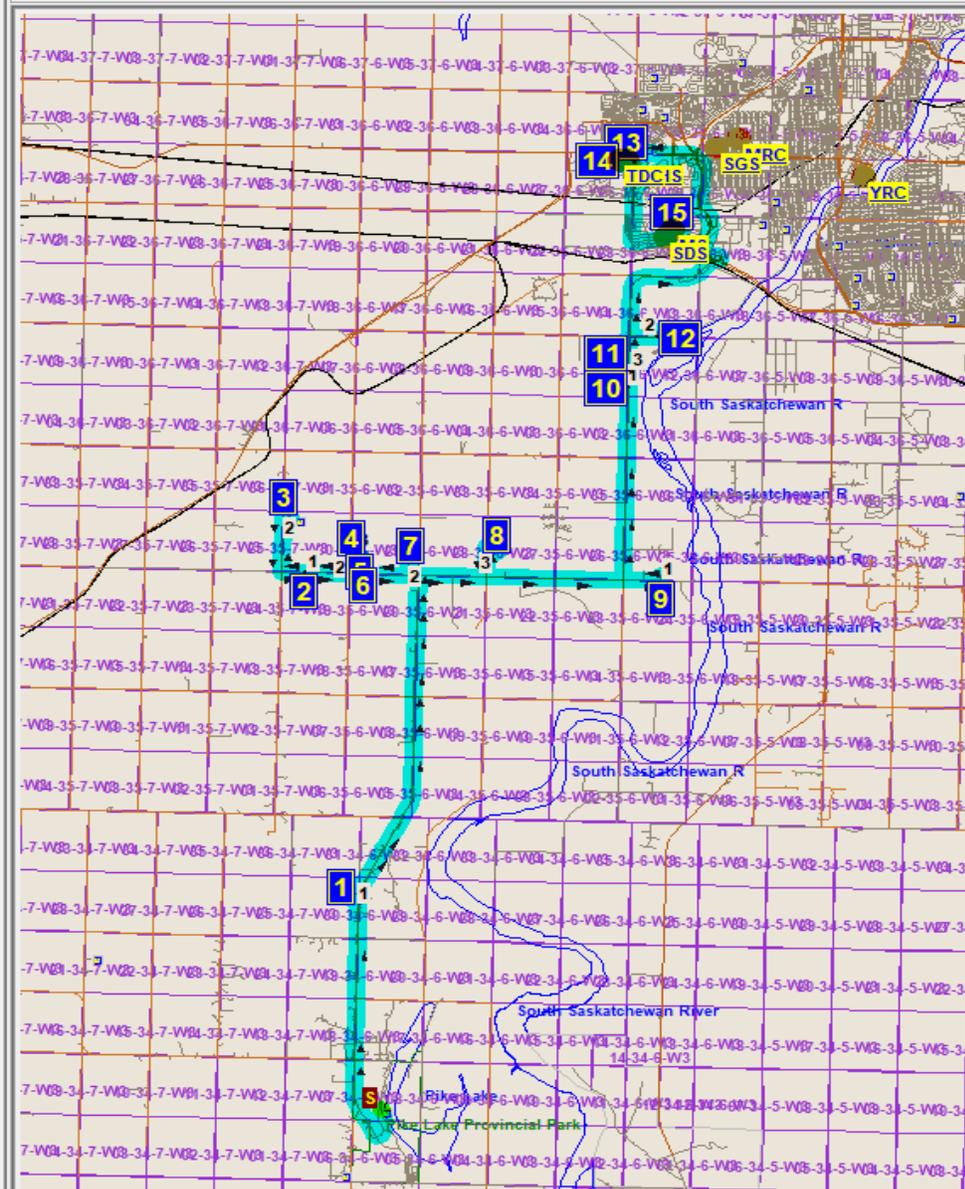
Route GM-01

Time = From bus parking to last school drop off – 83:22 min

Distance = From bus parking to last school drop off – 61.64 km

Load Time = From first pick up to last school drop off – 76:50 min

Route: GM-01 A	Desc: ██████████	Scheme: ROUTES 21-22
Vehicle: 405 (Cap. 47)	Driver: ██████████	Route Set: GEMS AM
Anchor: MS	Inbound Pickups: 24	Transfers On: 0
Anchor Time: 8:35 AM	Outbound Dropoffs: 0	Transfers Off: 0
Time: 83:22	Maximum Load: 24	Distance: 61.64 kms
Load Time: 76:50	Weighted Load: 0	Days: MTWHF
Accom. (Used/Total): 		



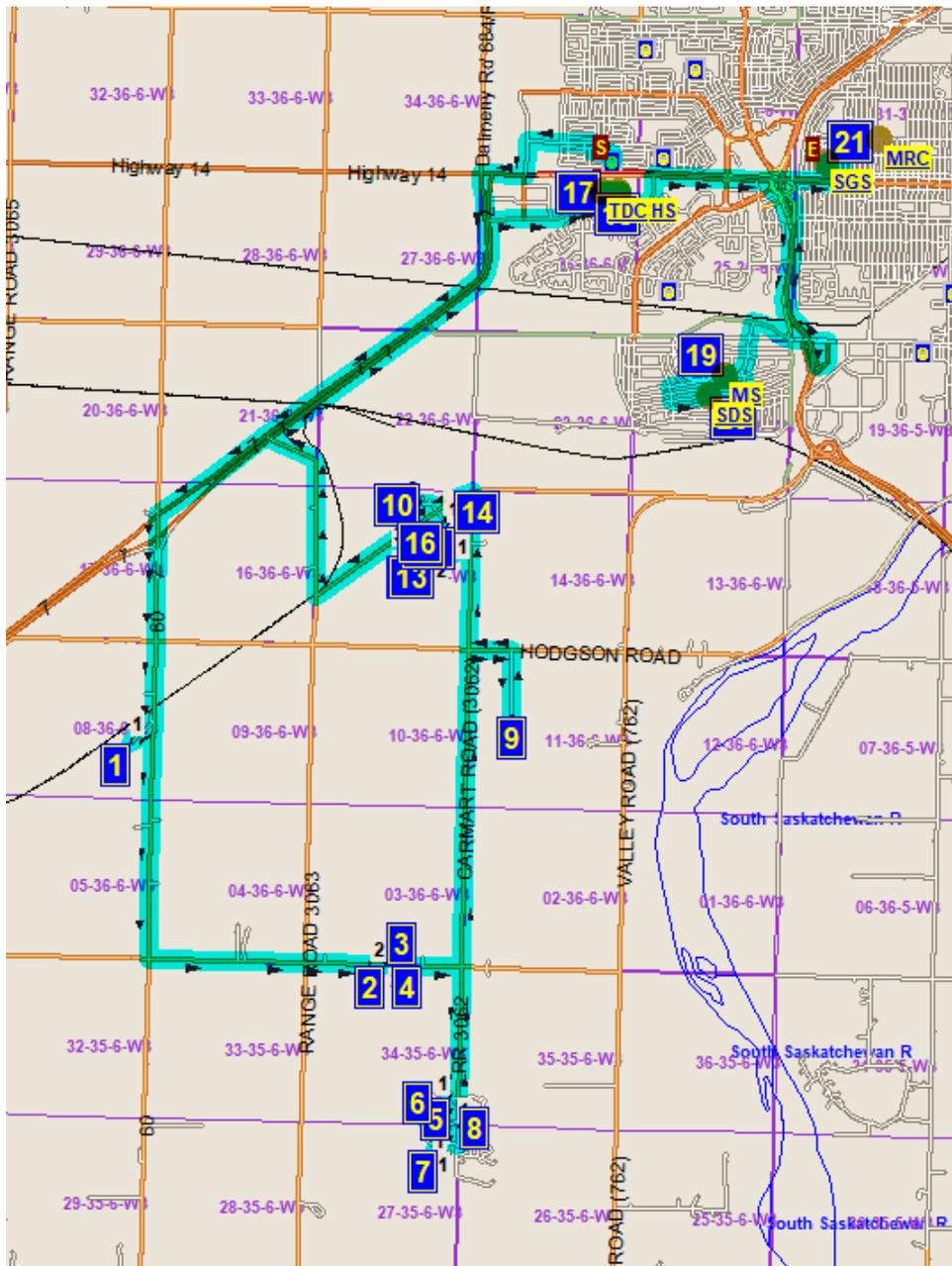
Route GM – 02 A

Time = From bus parking to last school drop off – 75:33 min

Distance = From bus parking to last school drop off – 49.71 km

Load Time = From first pick up to last school drop off – 66:43 min

Route: GM-02 A	Desc: [REDACTED]	Scheme: ROUTES 21-22
Vehicle: 474 (Cap. 42)	Driver: [REDACTED]	Route Set: GEMS AM
Anchor: SGS	Inbound Pickups: 33	Transfers On: 0
Anchor Time: 8:50 AM	Outbound Dropoffs: 0	Transfers Off: 0
Time: 75:33	Maximum Load: 33	Distance: 49.71 kms
Load Time: 66:43	Weighted Load: 0	Days: MTWHF
Accom. (Used/Total):		

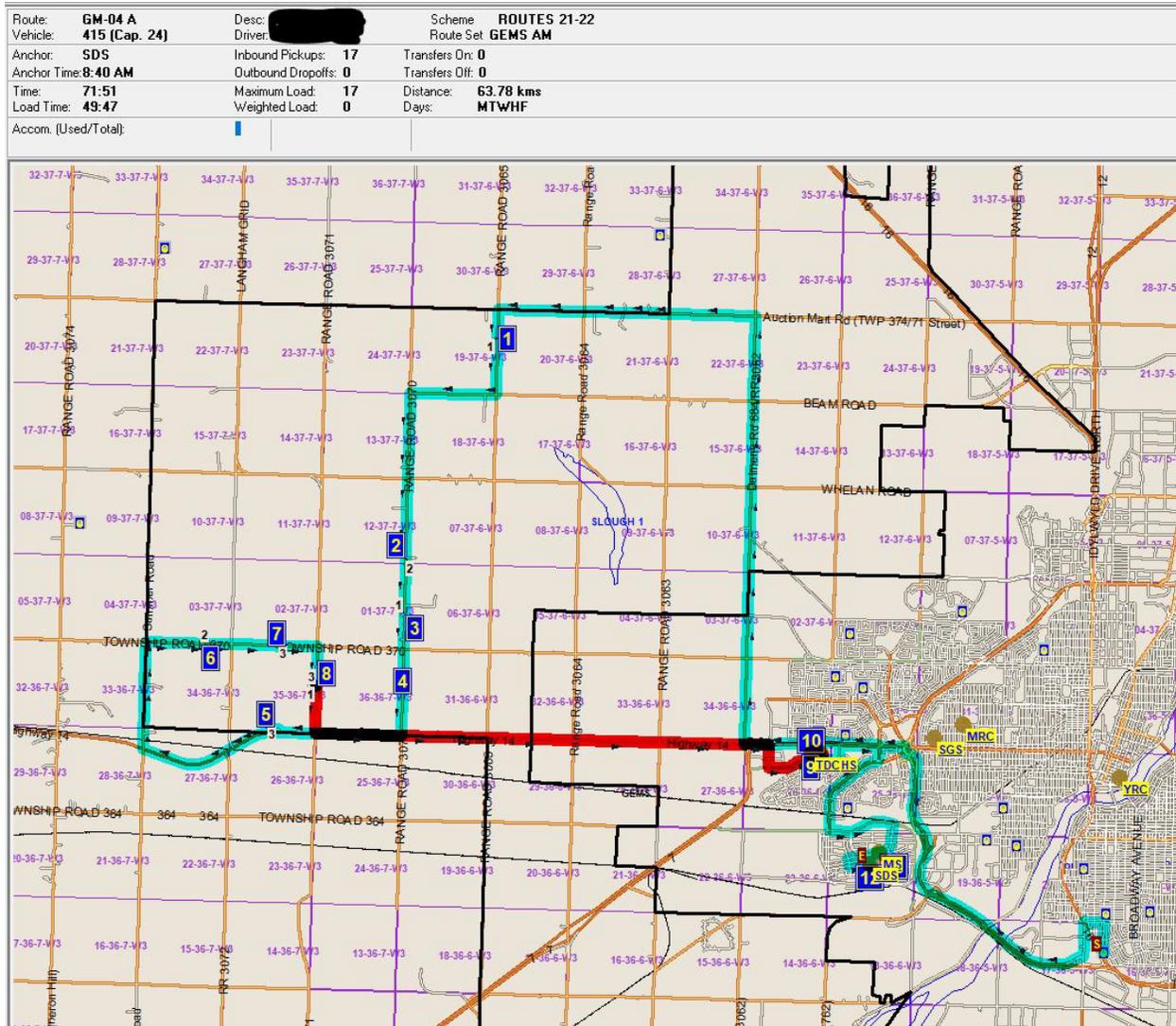


Route GM – 04A

Time = From bus parking to last school drop off – 71:51 min

Distance = From bus parking to last school drop off – 63.78 km

Load Time = from first pickup to last school drop off – 49:47 min



GEMS 474

<u>School Name</u>	<u>Number of Students</u>		
Bethlehem Catholic High School	6		
Montgomery School	16		
St. Dominic School	3		
St. Gerard School	1		
Tommy Douglas Collegiate	7		

GEMS 415

<u>School Name</u>	<u>Number of Students</u>		
Bethlehem Catholic High School	4		
Montgomery School	6		
St. Dominic School	6		
Tommy Douglas Collegiate	2		

GEMS 405

<u>School Name</u>	<u>Number of Students</u>		
Bethlehem Catholic High School	5		
Montgomery School	13		
Tommy Douglas Collegiate	6		

SCHEDULE "C"

Insurance

1 Prairie Spirit Insurance Coverage

During the period of which this Agreement is in force, Prairie Spirit will obtain and keep in force, or cause to be kept in force by or through its contractors:

1.1 Comprehensive/Commercial General Liability – Comprehensive/Commercial General Liability insurance covering the Services for personal injury (including bodily injury, death and third-party property damage), which insurance coverage shall:

- 1.1.1 Include Prairie Spirit as the insured, and St. Paul's and SPSD as an additional insured;
- 1.1.2 Be in an amount of not less than \$5,000,000 per occurrence, subject to such reasonable sub-limits as are customarily applicable to such insurance;
- 1.1.3 Coverage may be a combination of primary and umbrella policies with a total limit of no less than the \$5,000,000 per occurrence and an aggregate limit of not less than \$5,000,000 in any policy year; and
- 1.1.4 Include cross-liability and severability of interest provisions.

1.2 Automobile Liability – Automobile Liability insurance, which insurance coverage shall:

- 1.2.1 Cover all licensed motor vehicles owned, leased or operated by Prairie Spirit or its subcontractor(s) in connection with the performance of Services under this Agreement;
- 1.2.2 Cover bodily injury and property damage liability to a limit of no less than \$5,000,000 for each occurrence involving bodily injury, death or property damage; and
- 1.2.3 Include coverage for third party property damage and bodily injury (including accident benefits) arising out of the use of such automobiles in the performance of Services;

1.3 Workers' Compensation – coverage for all employees engaged in the performance of Services in accordance with the statutory requirements of Saskatchewan.

2 St. Paul's and SPSD Insurance

During the period of which this Agreement is in force, St. Paul's and SPSD will obtain and keep in force or cause to be kept in force Comprehensive/Commercial General Liability policy as additional insured, covering the delivery of the Services for personal injury (including bodily injury, death and third-party property damage) in an amount of not less than \$5,000,000 per occurrence, and

including cross-liability and severability of interest provisions.

3 General Terms

All policies of insurance required under this Schedule will:

- 3.1 Be on terms and conditions which would be obtained by prudent school divisions and, in addition to the required inclusions or permitted exclusions for each policy specifically described in this Schedule, include such other inclusions and exclusions as such prudent school divisions would require or permit;
- 3.2 To the extent generally available, provide thirty (30) days notice of cancellation to all named insureds and additional insureds;
- 3.3 Be issued by such reputable and duly qualified insurers rated A.M. Best A- or better, and if a rating from A.M. Best is not available an equivalent rating issued by a rating agency as may be agreed between the Parties;
- 3.4 In the case of policies maintained by Prairie Spirit, be non-contributing with and apply only as primary and not excess to any other insurance available to St. Paul's and/or SPSD; and
- 3.5 To the extent generally available, provide that such policies of insurance will not be invalidated by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policies.

The insurance provided for in this Schedule and the provisions of this Agreement shall not limit or otherwise impact upon Prairie Spirit's or St. Paul's or SPSD's coverage or ability to claim under the Saskatchewan School Boards Association General Insurance Plan and shall not restrict coverage under the Saskatchewan School Boards Association General Insurance Plan which could otherwise be accessed by either party in the normal course.

4 Evidence of Insurance

Upon the issue of and upon every renewal of a policy of insurance, and otherwise upon the written request by St. Paul's or SPSD or Prairie Spirit, the applicable Party will deliver to the requesting Party a certified copy of the policy of insurance, or other satisfactory evidence of insurance adequate to meet the requirements set forth within this Schedule. No review or approval of any certificate or policy by any of St. Paul's or SPSD or Prairie Spirit derogates from or diminishes the respective rights of St. Paul's or SPSD or Prairie Spirit under this Agreement.

SCHEDULE "D" G.E.M.S. Map

