



BRANDON SCHOOL DIVISION

September 11, 2026

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

TO BE HELD MONDAY, SEPTEMBER 14, 2026
7:30 P.M. (Public)

J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE

1031 - 6TH STREET, BRANDON, MANITOBA

D. Labossiere
Secretary-Treasurer

AGENDA

1.00 AGENDA/MINUTES:

1.01 Approval of Agenda

1.02 Adoption of Minutes of Previous Meetings

- a) Regular Board Meeting – August 24, 2026
Adopt.

2.00 IN CAMERA DISCUSSION

2.01 Student Issues

- Reports
- Trustee Inquiries

2.02 Personnel Matters

- Reports
- Trustee Inquiries

2.03 Property Matters/Tenders

- Reports
- Trustee Inquiries

2.04 Board Operations

- Reports
- Trustee Inquiries

3.00 PRESENTATIONS AND COMMUNICATIONS

3.01 Presentations for Information

3.02 Communications for Information

3.03 Communications for Action

4.00 REPORT OF SENIOR ADMINISTRATION

- From Report of Senior Administration

- a) Review Report of Senior Administration – September 14, 2026

5.00 GOVERNANCE MATTERS

5.01 Reports of Committees

- a) Committee of the Whole:

Education and Community Relations	C. Ekenna
Finance and Facilities	B. Sieklicki
Personnel and Policy	L. McConnell

5.02 Delegations and Petitions (Max. 15 minutes)

5.03 Business Arising

- From Previous Delegation

- From Board Agenda

- MSBA Issues

- a) E-News, September 9, 2026
- b) MSBA Call for Nominations and Resolutions
 - Resolution deadline – Friday, September 25, 2026

5.04 Public Inquiries (Max. 15 Mins)

5.05 Motions

- 56/2026 That the Shared Services Agreements between the Brandon School Division and Christian Heritage School for the 2026-2027 school year for the provision of transportation services and for use of facilities and resources for Home Economics and Industrial Arts classes be approved, and that the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division to the Agreement and to all subsequent claims resulting therefrom in compliance with the Public Schools Act and Regulations thereunder.
- 57/2026 That the revised Joint Use Agreement between the Brandon School Division and the City of Brandon be approved; and the Secretary-Treasurer and Chairperson are hereby authorized to sign same.

5.06 Bylaws

5.07 Giving of Notice

5.08 Trustee Inquiries

6.00 ANNOUNCEMENTS

- a) Trustee Nomination Period – September 16 – 22, 2026
- b) Next Board Committee Meetings – 6:00 p.m., Monday, September 28, 2026
- c) Next Regular Board Meeting – 7:30 p.m., Monday, September 28, 2026
- d) Trustee Election – October 28, 2026

Additional Information:

- Members of the public wishing to make a presentation, a delegation or a petition are asked to contact the office of the Secretary-Treasurer, by email: delegations@bsd.ca, or by phone at (204) 729-3114, no later than 12:00 p.m. on the Tuesday prior to the Board meeting.
- For all other inquiries related to Board matters, please email: trusteeinfo@bsd.ca.
- We invite everyone to watch live streaming of the Board meetings on our website: <https://www.bsd.ca/page/8192/board-meeting-dates-live-streaming>.

7.00 ADJOURNMENT



BRANDON SCHOOL DIVISION

Minutes of the Regular Board Meeting Monday, August 24, 2026

J. L. Milne Boardroom
Administration Office
1031 - 6th Street, Brandon, Manitoba

Trustees Present:

D. Ross, Vice-Chairperson	K. Carr
C. Ekenna	K. Fallis
L. McConnell	S. Mozdzen
J. Murray	B. Sieklicki

Also Present:

D. Labossiere, Secretary-Treasurer
J. Zilkey, Superintendent/CEO
M. Sawa, Assistant Superintendent – Curriculum and HR
J. McBeth, Executive Assistant
T. Curtis, Communications Coordinator

Regrets:

L. Ross, Chairperson
S. Gilleshammer, Assistant Superintendent – Student Services

The Vice-Chairperson called the meeting to order at 7:08 p.m.

AGENDA

1.00 AGENDA/MINUTES:

1.01 Approval of Agenda

Trustee Sieklicki added one (1) item for In-Camera.
Senior Administration added one (1) item for In-Camera.

K. Carr – S. Mozdzen
That the agenda be approved.
Carried

1.02 Adoption of Minutes of Previous Meeting

a) Regular Board Meeting – June 22, 2026
J. Murray - K. Fallis

That the minutes be approved as circulated.
Carried

B. Sieklicki – K. Fallis
That the Board move into In-Camera session at 7:10 p.m.

2.00 IN-CAMERA DISCUSSION

2.01 Student Issues

- Reports
- Trustee Inquiries

2.02 Personnel Matters

Mr. Zilkey provided information on a Personnel Matter and answered Trustee questions.

2.03 Property Matters/Tenders

- Reports
- Trustee Inquiries

2.04 Board Operations

Trustee Sieklicki provided information on a Board Operations Matter and received direction from the Board.

B. Sieklicki – C. Ekenna

That the Board move out of In-Camera session at 7:23 p.m.

The Vice-Chairperson called the public portion of the meeting to order at 7:31 p.m., with a traditional heritage land acknowledgment.

3.00 PRESENTATIONS AND COMMUNICATIONS

3.01 Presentations for Information

Chantel Mulholland, Civilian Instructor with R.C.S.C.C. 60 Swiftsure in Brandon, Manitoba, presented on the opportunities for youth available through the Cadet Program and answered Trustee questions. The Board agreed to add the Cadet Program to the next Committee Meeting for further discussion.

3.02 Communications for Information

Mr. Zilkey spoke to the correspondence received from Seine River School Division expressing their concern regarding the safety of students who walk to and from school.

3.03 Communications for Action

4.00 REPORT OF SENIOR ADMINISTRATION

Mr. Zilkey provided highlights from the following items from the August 24, 2026, Report of Senior Administration:

a) Administration Information:

➤ Celebrations:

- With sponsorship by the provincial government and in collaboration with Brandon Transit, Brandon School Division students in Grades 1 to 12 will be offered free bus passes starting this fall. This exciting partnership will provide access to Brandon Transit for BSD students at all times for the entire year with the hope that the program continues moving forward. Details are being finalized with Brandon Transit and schools, but this initiative will be implemented this fall with the goal of all students who want access to a bus pass to have one by end of September.

➤ Suspensions:

- The Suspension Reports for 2025/2026 School Year were provided and reviewed. Mr. Zilkey indicated that the suspension numbers were very similar to the previous year. In 2025/2026 there were 529 suspensions given to 346 students. He further indicated that out of the 529 suspensions, 18 (3.4%) suspensions were violent in nature towards staff members.

b) Business Arising for Board Action:

➤ Information for Discussion and Correspondence:

- The Staffing Activity Report was distributed to the Board as Confidential No. 1.

J. Murray – B. Sieklicki

That the August 24, 2026, Report of Senior Administration be received and filed.

Carried

5.00 GOVERNANCE MATTERS

5.01 Reports of Committees

a) Education & Community Relations Committee Meeting

The written report of the Education & Community Relations Committee meeting held on June 22, 2026, was circulated.

C. Ekenna – B. Sieklicki

That the report be received and filed.

Carried

b) Finance & Facilities Committee Meeting

The written report of the Finance & Facilities Committee meeting held on June 22, 2026, was circulated.

B. Sieklicki – K. Fallis

That the report be received and filed.

Carried

c) Personnel & Policy Committee Meeting

The written report of the Personnel & Policy Committee meeting held on June 22, 2026, was circulated.

L. McConnell – B. Sieklicki
That the report be received and filed.
Carried

5.02 Delegations and Petitions (Max. 15 minutes)

5.03 Business Arising

- From Previous Delegation:

- From Board Agenda

- MSBA Issues

- a) MSBA Call for Nominations and Resolutions
Resolution deadline – Friday, September 25, 2026

5.04 Public Inquiries (Max. 15 Mins)

5.05 Motions:

5.06 Bylaws

5.07 Giving of Notice

Trustee Ekenna indicated that he will not be running in the upcoming Election. He thanked the Board and Senior Administration and indicated he feels grateful for the opportunity to serve.

5.08 Trustee Inquiries

6.00 ANNOUNCEMENTS

- a) Welcome Back Breakfast – Tuesday, September 8, 2026
- b) Next Board Committee Meetings – 6:00 p.m., Monday, September 14, 2026
- c) Next Regular Board Meeting – 7:30 p.m., Monday, September 14, 2026
- d) Trustee Election – October 28, 2026

7.00 ADJOURNMENT

K. Fallis – S. Mozdzen
That the Board do now adjourn at 8:15 p.m.
Carried

Vice-Chairperson (D. Ross)

Secretary-Treasurer (D. Labossiere)



BRANDON SCHOOL DIVISION

Report of Senior Administration to the Board of Trustees

September 14, 2026

A. Administrative Information

I. COMMUNITY CONNECTIONS AND SCHOOL VISITS

The following community connections and school visits were made by Senior Administration:

- Alysha Farrell, Ph.D., Dean of Education, Brandon University – Jon Zilkey
- August 24 – 26, 2026 – Professional Development: Dr. Elaine Cook: The Art and Science of Generative Communication – Susan Gilleshammer
- August 27, 2026 – Noni Classen, Commissioner of Teacher Professional Conduct – Jon Zilkey, Susan Gilleshammer, Michelle Sawa

II. INFORMATION ITEMS

1. CORRESPONDENCE FROM MANITOBA EDUCATION AND EARLY CHILDHOOD LEARNING

PEACE DAYS IN MANITOBA

For InformationJ. Zilkey

Correspondence was received from Honourable Tracy Schmidt, Minister of Education and Early Childhood Learning, proclaiming September 11 to 28, 2026, as Peace Days in Manitoba (Appendix A). This proclamation encourages students to deepen their understanding of peacebuilding and consider how kindness, respect and cooperation help create a welcoming, diverse and democratic society.

It is hoped that the observation of Peace Days in Manitoba will inspire educators, students, parents/caregivers and community members to promote acts of kindness, respect and compassion throughout the year.

Accepting the Challenge

2. ADMINISTRATIVE PROCEDURE 4070 – LUNCH PROGRAM

For InformationM. Sawa

Administrative Procedure 4070 – Lunch Program has been updated to align with the new Parent Council / BSD Lunch Program. Please see Appendix B.

Page 1 – addition to paragraph 1:

Changed from:

“The Brandon School Division recognizes that it has a responsibility to provide access to lunch programs for some students. To that end, the Division provides procedures for two programs:”

Changed to:

“The Brandon School Division recognizes that it has a responsibility to provide access to lunch programs for some students. Brandon School Division facilitates a lunch program for parent councils that have requested a program for students who do not qualify for Divisional lunch support. School parent groups may only sign up to enter the lunch program at the start of a school year. Some parent councils may continue to facilitate their own lunch program. To that end, the Division provides procedures for two programs:”

Page 1 – School Division Supervised Lunch Program

Added a new bullet under this section:

“The school, under the direction of the Principal, will provide noon-hour supervision for elementary school children who remain at school during the lunch period if:

Bullet 3, new:

“those students who are not eligible for transportation, but whose parents have signed and paid for their lunch supervision under the Division facilitated lunch program, and;”

Page 2, bullet 1

Changed from: “a recommended ratio of 1 adult/25 students”

Changed to: “adequate supervision determined by school administration based on student needs, space and staffing with a recommended ratio of 1 adult/20 students”

Page 2, bullet 2 –

Changed from: “a reasonable fee scale (suggested maximum \$25.00 per month)”

Changed to: “a reasonable fee scale based on cost recovery”

3. ADMINISTRATIVE PROCEDURE 5140 – SUMMER HOURS OF WORK – SUPPORT STAFF

For InformationM. Sawa

Administrative Procedure 5140 – Summer Hours of Work - Support Staff has been amended. Please see Appendix C.

Name of document:

Changed from: “Work Hours – Summer”

Changed to: “Summer Hours of Work – Support Staff”

The document was also updated for clarity and consistency across departments and positions.

4. ADMINISTRATIVE PROCEDURE 5170 – WORKPLACE SAFETY AND HEALTH – INVESTIGATING AND REPORTING WORKPLACE INCIDENTS AND REFUSALS TO WORK

For InformationM. Sawa

Administrative Procedure 5170 – Workplace Safety and Health – Investigating and Reporting Workplace Incidents and Refusals to Work has been amended. Please see Appendix D.

- Minor edits were made to improve clarity.
- Page 5 – first sentence – “worker” changed to “employee”
- Page 6 – Procedures to Investigate Refusal to Work
 - Bullet 1:
 - Changed from: “Any person who believes that there is a safety and health hazard within their workspace that may endanger their safety or health will file a Workplace Safety and Health Concern Form and may refuse to work within that workspace.”
 - Changed to: “Any person who has reason to believe that there is a safety and health hazard within their workspace or work that is confirmed to be involving an imminent risk of serious physical or health injury where reasonable controls have not been put in place will file a Workplace Safety and Health Concern Form and may refuse to work within that workspace.”

III. PRESENTATIONS

1. NORTHSTAR PROJECT

For InformationS. Gilleshammer

Susan Gilleshammer, Assistant Superintendent – Student Services, and Katey Rogowsky, NorthStar Project Facilitator, will share information about

implementation of the NorthStar Project in Brandon School Division. Please see Appendix E.

B. Business Arising for Board Action

I. INFORMATION FOR DISCUSSION AND CORRESPONDENCE

1. STAFFING ACTIVITY REPORT

For InformationM. Sawa

Included in the agenda package for the Board of Trustees is the Staffing Activity Report (Confidential No. 1), a listing of resignations and employment approved by the Superintendent/Chief Executive Officer and Secretary-Treasurer since the last meeting.

2. CHRISTIAN HERITAGE SCHOOL

For ActionD. Labossiere

I have received the Shared Services Agreements as required from Christian Heritage School, for the provision by the Brandon School Division for transportation services and for use of facilities and resources for 12 grade seven students and for 11 grade eight students to attend Home Economics and Industrial Arts classes for the 2026-2027 school year. The Agreements are attached as Appendices F and G. These Agreements have been approved in previous years.

RECOMMENDATION:

That the Shared Services Agreements between the Brandon School Division and Christian Heritage School for the 2026-2027 school year for the provision of transportation services and for use of facilities and resources for Home Economics and Industrial Arts classes be approved, and that the Chairperson and Secretary-Treasurer be and are hereby authorized to affix their signatures and the seal of the Division to the Agreement and to all subsequent claims resulting therefrom in compliance with the Public Schools Act and Regulations thereunder.

Senior Administration respectfully submits this report for your consideration, action, and information.

**Jon Zilkey
Superintendent/Chief Executive Officer**



PROVINCE DU MANITOBA

PROCLAMATION

PEACE DAYS September 11 to 28, 2026

WHEREAS The United Nations recognizes September 15 as the International Day of Democracy and September 21 as the International Day of Peace;

WHEREAS All Manitobans have access to educational opportunities that prepare them for lifelong learning and citizenship in a democratic, just and sustainable society;

WHEREAS Peace Days 2026 helps students learn about the important duties of citizens in our multicultural democracy and how understanding, kindness, non-violence and compassionate action are essential for a healthy, diverse and democratic society;

WHEREAS Peace Days 2026 will involve community initiatives to educate, inspire and advance understanding, goodwill and peace;

WHEREAS The Manitoba government supports the objectives of Peace Days 2026 and is grateful for the volunteer service of Rotarians, the Peace Days Planning Committee and participating school communities;

WHEREAS It is in the public interest for educational institutions to take action during Peace Days to inspire learning and practices that advance Peace Days' objectives throughout the school year;

NOW THEREFORE BE IT KNOWN THAT I, Tracy Schmidt, Minister of Education and Early Childhood Learning for the Manitoba government, do hereby proclaim September 11 to 28, 2026, as

PEACE DAYS

in Manitoba and commend its thoughtful observances to all citizens of our province.

A black rectangular box covering the signature of Tracy Schmidt.

Honourable Tracy Schmidt
Minister
Education and
Early Childhood Learning



Administrative Procedure 4070

Lunch Program

Board Governance Policy Cross Reference: [1](#), [13](#), [14](#)

Administrative Procedures Cross Reference:

Form Cross Reference:

Legal/Regulatory Reference:

Date Adopted: April 2005

Amended: December 2017; September 2026

The Brandon School Division recognizes that it has a responsibility to provide access to lunch programs for some students. Brandon School Division facilitates a lunch program for parent councils that have requested a program for students who do not qualify for Divisional lunch support. School parent groups may only sign up to enter the lunch program at the start of a school year. Some parent councils may continue to facilitate their own lunch program. To that end, the Division provides procedures for two programs:

School Division Supervised Lunch Period

The School, under the direction of the Principal, will provide noon-hour supervision for elementary school children who remain at school during the lunch period if:

- the student is transported, such as rural students, students participating in special programs, and students who are bussed due to distance from school;
- students are participating in extra-curricular activities and cannot reasonably cover the distance between the home and school during the lunch break;
- those students who are not eligible for transportation, but whose parents have signed and paid for their lunch supervision under the Division facilitated lunch program, and;
- approved by the Principal.

The Division shall provide assistance to the school for supervision in accordance with budget guidelines.

Parent/Authorized Community Group Supervised Lunch Period

The Division will provide opportunity for parents to establish and operate a lunch program in the school building. Each parent or community group must establish a lunch program coordinator to work with the Principal who will annually approve the program and supervisors.

Students are under the authority and supervision of the Principal during the entire noon recess and all school rules and policies must be followed.

The lunch program will operate under the jurisdiction of the parent council where one exists or under the jurisdiction of a group of parents, or authorized community group, as approved by the Principal.

The Principal, in consultation with the parent council or authorized community group, will assign appropriate space(s) within the school, at no charge, and advise the parent/authorized community group as to the maximum number of students that can be accommodated.

The parent/authorized community group, in consultation with the Principal, will establish:

- adequate supervision determined by school administration based on student needs, space and staffing with a recommended ratio of 1 adult/20 students;
- a reasonable fee scale based on cost recovery;
- orientation procedures for all adult supervisors regarding, but not exclusive to, telephone, first aid, cleaning supplies, garbage disposal, emergencies and safety; and
- procedures and routines, as well as expected behaviours, to which the parents agree prior to a student being accepted into the program. Consequences for failure to adhere to the rules may lead to withdrawal of lunch privileges at the school.

Remuneration may or may not be provided by the parent/authorized community group.

The parent/authorized community group will provide a program coordinator and supervisors whose duties shall include:

- Program Coordinator
 - take full responsibility for the program including the adults who supervise the students;
 - establish routines and rules;
 - assume responsibilities for all monies collected and prepare monthly and yearly financial reports to the Principal and parent/authorized community group; and

- prepare supervisor and adult assistants work schedule with one person as designated supervisor on a daily basis.
- Supervisor
 - supervise eating and activity area on a daily basis;
 - make sure assistants are in attendance and provide for substitutes when necessary;
 - plan noon hour activities with approval of the Principal;
 - ensure areas are clean and organized; and
 - liaise with Principal regarding student behaviour.
- Adult Assistants
 - supervise the eating area according to routines and rules provided;
 - report problems to the supervisor; and
 - assist with clean-up.



Administrative Procedure 5140

Summer Hours of Work – Support Staff

Board Governance Policy Cross Reference: [1](#), [13](#), [15](#)

Administrative Procedures Cross Reference:

Form Cross Reference:

Legal/Regulatory Reference:

[CUPE Collective Agreement](#)

Date Adopted: May 1982

Amended: December 2017; September 2026

The commencement of summer hours shall be as determined by the Division. The applicable schedules for each classification are outlined below.

Summer statutory holidays, including Canada Day and the Civic Holiday, shall be considered regular working days for the purposes of this schedule. Employees working a modified schedule will be required to work an additional one (1) hour on the Friday of the same week in which the statutory holiday occurs.

Leave requests for periods of less than one (1) full work week must be recorded in the leave system in accordance with the employee's applicable summer schedule.

It is understood and agreed that the additional hour worked each day from Monday through Thursday, inclusive, as outlined below, is in lieu of time off on Friday. Therefore, overtime provisions as set forth in the CUPE Collective Agreement shall not be applicable for these specified hours.

Custodial, Trades, Maintenance, Transportation (12-month)

Summer hours will begin during the first full working week of July and continue through the Friday before K-8 school offices reopen in August. For clarity, the end of summer hours is based on the reopening date of K-8 school offices, not the first day of classes for students. Hours are based on a 40-hour work week, shall be as follows:

- Monday through Thursday, inclusive: 7:00 a.m. to 4:30 p.m. with a half-hour unpaid lunch break (9.0 hours per day)
- Friday: 7:00 a.m. to 11:00 a.m. (4 hours)

Administrative Assistants, Accounting Clerks, Library Technicians (12-Month)

Summer hours will begin during the first full working week of July and continue through the Friday before K-8 school offices reopen in August. For clarity, the end of summer hours is based on the reopening date of K-8 school offices, not the first day of classes for students. Hours are based on a 40-hour work week, shall be as follows:

- Option 1: Status Quo - Regular scheduled hours (8.0 hours per day, Monday through Friday).
- Option 2: Monday through Thursday, both inclusive: 7:00 a.m. to 4:30 p.m. with a half-hour unpaid lunch break (9.0 hours per day) and Friday: 7:00 a.m. to 11:00 a.m. (4 hours).

Employees must select either Option 1 or Option 2 and notify their supervisor. Supervisors are responsible for submitting all employee selections to Payroll, no later than June 15 each year.



Administrative Procedure 5170

Workplace Safety and Health – Investigating and Reporting Workplace Incidents and Refusals to Work

Board Governance Policy Cross Reference: [1](#), [12](#), [13](#)

Administrative Procedures Cross Reference:

[Workplace Safety and Health](#)

[Workplace Safety and Health – Duties/Responsibilities for Safety and Health](#)

Form Cross Reference:

[Hazard/Near Miss Report Form](#)

[Incident Investigation Summary Report](#)

[Refusal to Work Form](#)

[Workplace Safety and Health Concern Form](#)

[Quick Reference Guide for Work Related Injury](#)

Legal/Regulatory Reference:

[The Workplace Safety and Health Act](#)

[Manitoba School Boards Association | HUB International](#)

Date Adopted: January 2006

Amended: December 2017; April 2023; September 2026

Reviewed: July 2026

The Brandon School Division is committed to developing specific administrative procedures for investigating unsafe incidents and dangerous occurrences within the workplace. These events provide invaluable information needed to mitigate and prevent similar incidents in the future. Similarly, a comprehensive investigation of each employee work refusal is essential to resolving the conditions and circumstances which led to the refusal.

Procedures to Investigate Unsafe Incidents, Dangerous Occurrences

The investigating team will utilize the Incident Investigation Summary Report Form to gather information, determine causes, implement corrective measures, and follow up as necessary.

- Principals, Supervisors and/or designates shall report all injuries and investigations at work to the BSD Workplace Safety and Health Officer, Supervisors and Co-chairs of their Workplace Safety and Health committee.
- The appropriate Supervisor will make contact with the family as needed.
- BSD Workplace Safety & Health Officer and Human Resources track all incidents.
- BSD Workplace Safety and Health Committee members are to be trained and educated on the techniques of conducting an incident investigation. It is recommended that as many members of the Committee as possible be trained in these techniques.

All injuries to employees and students shall be reported promptly through the HUB electronic reporting system:

- [Manitoba Schools Board Association | HUB International](#) (this link is for all students, staff, volunteers)

Workers Compensation Board (WCB) Reporting Requirements – all staff excluding teachers

Employers must report any work related injury/illness that involves time loss from work and/or a need for medical attention to the WCB. Employers must report the incident within five (5) working days of the incident or within five (5) working days of when they first learn of the incident. WCB charges late fees for reports that are delayed longer than 5 days post-injury.

Forms and the Quick Reference Guide for Work Related Injury for WCB can be found on the portal under WSH [Workplace Safety & Health - Home \(sharepoint.com\)](#).

The following applies to support staff only as teachers are not covered by WCB

What is an Incident?

An incident is any unplanned event that causes injury. A dangerous occurrence is any event that could have caused injury but did not. The term “incident” will be used to describe both incidents and dangerous occurrences.

What is a Hazard or Near Miss?

A hazard or near miss is an opportunity to bring to the Division’s attention a potential hazard for injury or a situation where an injury could have occurred. When a hazard is recognized or a near miss is experienced, employees should complete the Hazard/Near Miss Report Form to allow pro-active measures to be considered. **This must be sent to BSD WSH Officer, Principal, Supervisor or designate and Co-Chairs of Committee.**

What is an Incident Investigation?

- An incident investigation is the account and analysis of an incident based on information gathered by a thorough examination of all contributing factors and causes involved.
- All accidents should be investigated; however, **serious incidents involving students are not to be reported to WSH**. Serious incidents involving students are to be reported to the BSD WSH Officer and supervisor.

Investigations: Serious Incidents and Accidents (as outlined in the Workplace Safety and Health Act)

2.9(1) An employer must ensure that each of the following is investigated as soon as reasonably practicable after it occurs:

- (a) a serious incident;
- (b) an accident or other dangerous occurrence
 - (i) that injures a person, and results in the person requiring medical treatment, or
 - (ii) that had the potential to cause a serious incident.

2.9(2) An investigation must be carried out by

- (a) the co-chairpersons of the committee at the workplace or their designates;
- (b) the employer and the representative at the workplace; or
- (c) the employer, in the presence of a worker employed at the workplace who is not associated with the management of the workplace, when there is no committee or representative at the workplace.

2.9(3) After an investigation is completed, an employer, in consultation with the co-chairpersons or their designates, the representative or the worker, as applicable, must prepare a written report (Incident Investigation Summary Report 5170Fb) that includes the following:

- (a) the name of any person injured or killed;
- (b) the date, time and place of the incident, accident or dangerous occurrence;
- (c) a description of the incident, accident or dangerous occurrence;
- (d) any graphics, photographs or other evidence that may assist in determining the cause or causes of the incident, accident or dangerous occurrence.

Reporting a Serious Incident

Contact Workplace Safety and Health at any time to report a serious incident, injury or fatality at a workplace:

1-855-957-SAFE (7233) (toll-free in Manitoba)

Requirement to Notify Workplace Safety and Health

When a serious incident occurs at a workplace, the employer is required to notify the Workplace Safety and Health Branch (WSH) of the incident immediately, and by the fastest means of communication available.

Definition of Serious Incident

The Workplace Safety and Health Regulation defines a serious incident as one:

- in which a worker is killed;
- in which a worker suffers
 - an injury resulting from electrical contact,
 - unconsciousness as the result of a concussion,
 - a fracture of his or her skull, spine, pelvis, arm, leg, hand or foot,
 - amputation of an arm, leg, hand, foot, finger or toe,
 - third degree burns,
 - permanent or temporary loss of sight,
 - a cut or laceration that requires medical treatment at a hospital as defined in The Health Services Insurance Act, or
 - asphyxiation or poisoning; or
- that involves
 - the collapse or structural failure of a building, structure, crane, hoist, lift, temporary support system or excavation,
 - an explosion, fire or flood, an uncontrolled spill or escape of a hazardous substance, or
 - the failure of an atmosphere-supplying respirator.

When a Serious Incident Occurs

If an employee at a school or worksite is seriously injured (by WSH definition), the Employer (Principal, Supervisor or designate) should be made aware of the incident immediately. The Principal, Supervisor or designate will take the following steps.

1. Provide immediate medical attention to the worker - call 911 if necessary, provide first aid, take worker to hospital, etc.
2. Secure the scene.
3. Call WSH Client Services (855-957-7233)
 - WSH Client Services will instruct the Employer on the next steps (WSH Officer either will be attending or they will direct the Employer to self investigate)
4. Contact the WSH Committee representatives or designates to advise them of the incident and instructions given by WSH Client Services.

If the WSH Officer is attending, the WSH Committee does not conduct an investigation until after the WSH Officer has attended and released the scene.

If the Employer is directed to self investigate, the WSH Committee will conduct an investigation as soon as possible, ensuring the scene is secure until they can attend the site.

In order to report as quickly as possible and ensure there is no delay in notifying WSH, it is best to have someone from that school or facility make the call to WSH. For example, the Principal or Administrative Assistant could be designated to make the call and provide the details. A quick guidance note or bulletin posted in the office would be beneficial for the caller to refer to, ensuring all required information is reported (reference the Incident Investigation Summary Report Form).

In order to preserve the scene, no equipment or materials that were involved in an incident may be altered or moved, unless it is necessary to free an injured or trapped person, to avoid creating additional hazards, or to provide immediate/critical care.

If the Principal, Supervisor or designate is unsure whether an incident is reportable under the requirements of the Workplace Safety and Health Regulation, they shall contact WSH for clarification.

Whether or not an incident or other dangerous occurrence is required to be reported to WSH, the employer must conduct an internal investigation with the Workplace Safety and Health Committee co-chairs (or their designates). This investigation is to assist in determining the cause(s) of the incident so that measures can be put in place to reduce the likelihood that a similar incident will occur again.

When reporting an incident to WSH, the following information will be required:

- the name and address of each person involved in the incident;
- the name and address of the employer, or any other employers involved;
- the name and address of each person who witnessed the incident;
- the date, time and location of the incident;
- the apparent cause of the incident and the circumstances that gave rise to it.

If any of the above information provided was incorrect or incomplete, WSH must be notified immediately and provided with the updated information.

Procedures to Investigate Refusal to Work

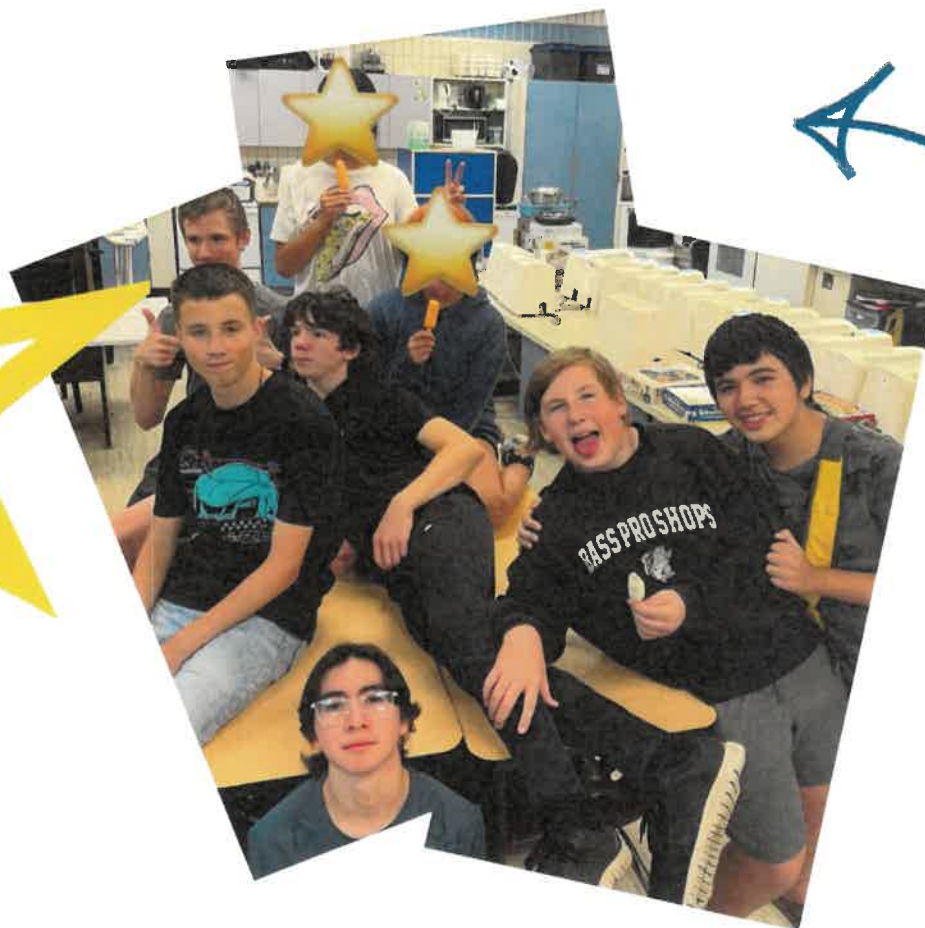
- Any person who has reason to believe that there is a safety and health hazard within their workspace or work that is confirmed to be involving an imminent risk of serious physical or health injury where reasonable controls have not been put in place will file a Workplace Safety and Health Concern Form and may refuse to work within that workspace. The decision to refuse to work will be reported immediately to the Principal, Supervisor or designate, and BSD WSH Officer. The Worker Co-Chair of the Workplace Safety and Health Committee, Director of Facilities, Safety Officer, and the facility Workplace Safety and Health Representative will investigate the concern. If the safety concern is in a Division support building, then the Site Supervisor and Director of Facilities shall conduct the investigation. If the matter cannot be resolved to the satisfaction of the originator(s), they may contact the Workplace Safety and Health Committee.
- Interim and post investigation reports will be made. The originator of the refusal to work will be assigned temporary duties of a similar nature within the Division in cases where the concern is justified. In circumstances where the refusal to work is not supportable, the originator of the refusal to work will be returned to work immediately without reprimand, unless for just cause. Should the originator of the refusal to work still believe that the workplace is unsafe, they may appeal the decision of the investigation team to the Manitoba Workplace Safety and Health Officer for consideration.
- The Division Senior Administration Team will be responsible for addressing and coordinating efforts to remediate unsafe conditions and defects identified during an investigation. Subsequent follow up on corrective actions taken will also be the responsibility of Senior Administration, thereby ensuring that effective measures have been taken to mitigate all hazards.



NORTHSTAR

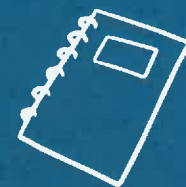
DISCOVER YOUR FUTURE!

September 14, 2026





Let's Catch Up



The NorthStar Project is an after-school tutoring and mentoring program that opens opportunities for students to consider and explore their future academic and personal goals.

We have been operational for 15 weeks.

Students have received:

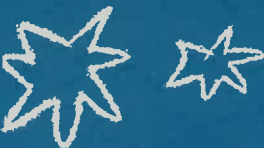
- Enhanced guidance and support
- Individual encouragement for academic success
- A designated Student Parent Support Worker
- Exposure to volunteer and community service opportunities



How it Works

- 43 students in grades 9 & 10
- Open 5 days a week from 3:30–7:00 PM
- Currently located in the Vincent Massey Home Ec Room
- Hired 2 Student Parent Support Workers, each responsible for a caseload of maximum 25 students
- Volunteers:
 - Tutors
 - Lecturers/Presenters
 - Experts in their fields





6

Where we started...



PROGRAM HOURS
Tuesday | Wednesday | Thursday
Drop in anytime between 3:30-7:00 PM

Activities optional. Support always available.



MEAL
AT 4:00 PM



HANGOUT



ACTIVITIES



STUDY



TUTORING



MENTORSHIP

SUN	MON	TUE	WED	THU	FRI	SAT
24	25 <i>Grand Opening</i> 4:00-7:00PM	26 Board Games @5:00PM Volleyball 5:30-6:30PM	27 Crafts @5:00PM Fitness Centre 5:30-6:30PM	28 Trivia @5:00PM Yoga & Meditation 5:30-6:30PM	29	30
31	NORTHSTAR DISCOVER YOUR FUTURE!					

JUNE

PROGRAM HOURS
Tuesday | Wednesday | Thursday
Drop in anytime between 3:30-7:00 PM

MEAL AT 4:00 PM | HANGOUT | ACTIVITIES | STUDY | TUTORING | MENTORSHIP

Activities optional. Support always available.

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2 Art Night: Painting @5:00PM Dodgeball 5:30-6:30	3 Craft @5:00PM Fitness Centre 5:30-6:30	4 Board Games @5:30PM Outdoor Ultimate Frisbee @5:30PM	5	6
7	8	9 Trivia: Movies/TV @5:00PM Badminton & Pickleball 5:30-6:30	10 Art Night: Sketching @5:00PM Fitness Centre 5:30-6:30	11 Craft @5:00PM Outdoor Soccer @5:30PM	12	13 Pride in the Park 4:30-6:30 PM Talk to your SPBW to sign up!
14	15	16 Board Games @5:30PM Basketball 5:30-6:30	17 Trivia: Sports @5:00PM Fitness Centre 5:30-6:30	18 Movie Night 5:00-7:00	19	20
21	22	23 Craft @5:00PM Relay Challenges 5:30-6:30	24 Outdoor Photo Hunt @5:30PM Fitness Centre 5:30-6:30	25 Family Night 3:30-7:00	26	27
28	29	30 CLOSED	"The future belongs to those who believe in the beauty of their dreams." - Eleanor Roosevelt NORTHSTAR DISCOVER YOUR FUTURE!			

July

NEW

PROGRAM HOURS
MON + TUES: 11AM - 4PM
WED: 2PM - 8PM
THURS + FRI: 11AM - 4PM

SUN	MON	TUE	WED	THU	FRI	SAT
NORTHSTAR DISCOVER YOUR FUTURE!		NEW HOURS BEGIN!	1 CANADA DAY CLOSED	2 Art: Painting 1:00 PM Board Games 2:30 PM	3 Drop-in Free Time 11AM - 4PM	4
5	6 Drop-in Free Time 11AM - 4PM	7 Bracelet Making 1:00 PM Basketball 2:00 PM	8 Trivia: Sports 3:00 PM Fitness Centre 6:30 PM	9 Incredibly Hip Outdoor Concert @ 6:30 PM Riverbank Discovery Centre	10 Drop-in Free Time 11AM - 4PM	11
12	13 Drop-in Free Time 11AM - 4PM	14 Picnic + Yard Games 12:00 PM	15 Movie Night 5:30-7:30 PM Bring a friend!	16 Outdoor Photo Challenge 2:00 PM Switch Games 3:00 PM	17 Drop-in Free Time 11AM - 4PM	18
19	20 Drop-in Free Time 11AM - 4PM	21 Minute-To-Win-It 2:00 PM Soccer 3:00 PM	22 Board Games 3 PM Karaoke 6 PM	23 Art: Sketching 1:00 PM Music Bingo 2:30 PM	24 Drop-in Free Time 11AM - 4PM	25
26	27 Drop-in Free Time 11AM - 4PM	28 Line Dancing 1:00 PM Trivia: Movies/TV 3:00 PM	29 Family Night Potluck 5:00-7:00 PM	30 Outdoor Scavenger Hunt 2:00 PM	31 Drop-in Free Time 11AM - 4PM	

*Schedule subject to change

August

PROGRAM HOURS

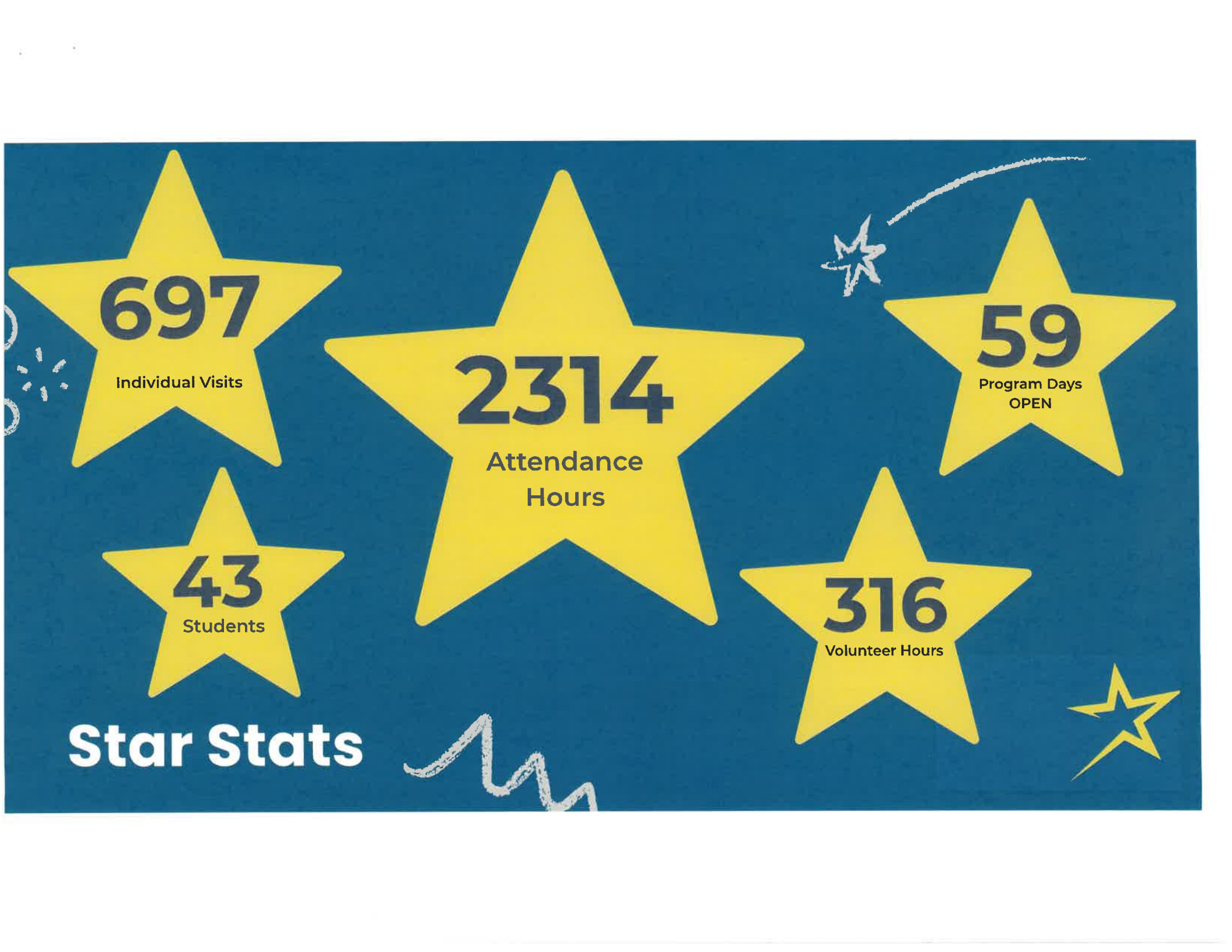
MON + TUES: 11AM - 4PM
WED: 2PM - 8PM
THURS + FRI: 11AM - 4PM

SUN	MON	TUE	WED	THU	FRI	SAT
2	3 CLOSED FOR CIVIC HOLIDAY	4 Volunteering: United Way Family Fun Day 12:45-3:00 PM *Meet at NorthStar*	5 Crocheting 4:00 PM Dodgeball 6:00 PM Book Club Meeting @ 3:00 PM	6 Sewing Workshop @ 1:00 PM Jasmine's Workout Club @ 2:00 PM Fitness Centre	7 Drop-in Free Time 11AM - 4PM Park Clean up	8
9	10 Drop-in Free Time 11AM - 4PM	11 Water Balloon Battle 1:00 PM Book Club Meeting @ 2:00 PM	12 Movie Night 5:30-7:30 PM Bring a friend!	13	14 SORRY WE'RE CLOSED	15
16	17 Drop-in Free Time 11AM - 4PM Park Clean up	18 Outdoor Yoga 3:00 PM Book Club Meeting @ 2:00 PM	19 Open Mic Night! 6:00 PM	20 Sketching with a Guest! Jasmine's Workout Club @ 2:00 PM Fitness Centre	21 Drop-in Free Time 11AM - 4PM	22
23	24 Drop-in Free Time 11AM - 4PM	25 Just Dance 1:00 PM Book Club Meeting @ 5:00 PM	26 Family Game Night	27 Riddles & Codes 1:00 PM Jasmine's Workout Club @ 2:00 PM Fitness Centre	28 Drop-in Free Time 11AM - 4PM	29
30	31 Drop-in Free Time 11AM - 4PM	DON'T COUNT THE DAYS. MAKE THE DAYS COUNT. — Muhammed Ali				



September

SUN	MON	TUE	WED	THU	FRI	SAT
"EDUCATION IS THE MOST POWERFUL WEAPON WHICH YOU CAN USE TO CHANGE THE WORLD." Nelson Mandela		Open 11:00-4:00 PM 1 Open 2:00-8:00 PM 2 Back to School Check-ins with your SPSW Book Club @ 2:00 PM	Open 2:00-8:00 PM 2 Free Time	3	4	5
6	7 Labour Day! CLOSED	8	9 BACK SCHOOL	10 Jasmine's Workout Club @ 4:30 PM Fitness Centre	11 Rotary Book Sale @ 5:00 PM Bring Cash!	12
13	14 Bracelet Making @ 5:00 PM Badminton Club @ 6pm	15 Bocce Ball @ 6:00 PM Book Club @ 5:00 PM	16 Baking Cookies @ 5:00 PM Monopoly Night @ 5:00 PM	17 Jasmine's Workout Club @ 5:00 PM Fitness Centre	18 Movie Night 5:00-7:00 PM Bring a friend!	19
20	21 Clean up Walk Badminton Club @ 6pm	22 Dodgeball Book Club @ 5:00 PM	23 Family Trivia Night 5:00-7:00 PM	24 Jasmine's Workout Club @ 5:00 PM Fitness Centre	25 Crafts & VR @ WMRL 4:30-6:00 PM	26
27	28 Volunteering: Truth & Reconciliation Week - Family Night Time: TBA	29 Just Dance @ 6:00 PM Book Club @ 5:00 PM	30 CLOSED	PROGRAM HOURS Monday - Friday 3:30-7:00 PM		



697

Individual Visits

2314

Attendance
Hours

59

Program Days
OPEN

43

Students

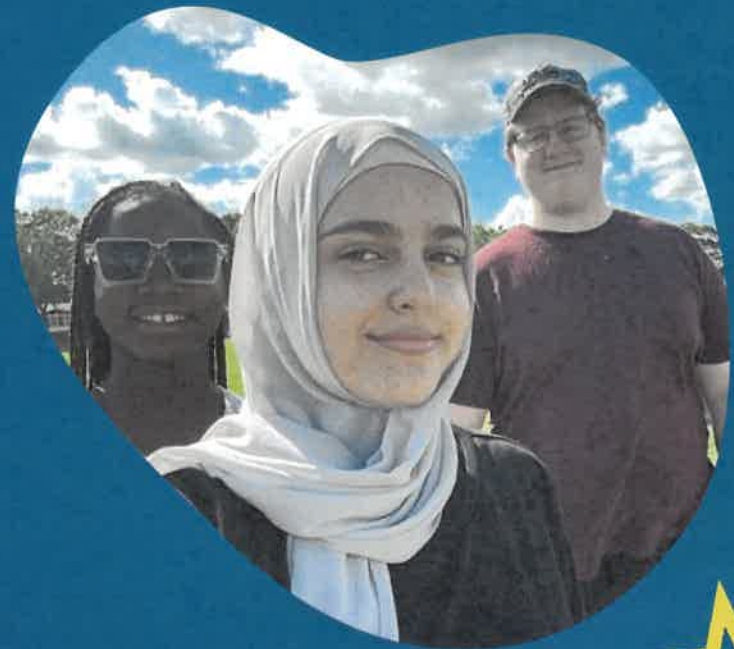
316

Volunteer Hours

Star Stats

Challenges & Barriers

- Space size & ability to diversify the environment
- Sense of impermanence
- Transportation & access for students
- Challenging to work on long term projects, investment in larger skill building & educational projects
- Storage, access to program equipment
- Inconsistent workspace for staff
- Program is almost at operational capacity



Considerations for a Dedicated Location:



Logistical



Financial



Future Focused





Logistical

- Program equipment and storage
- Staffing & supervision
- Access for students and transportation
- Location & proximity to community resources and businesses
- Kitchen access is a requirement, food storage
- Space size, ability to provide a quiet sensory space



Financial

- Transportation (2027/28 school year)
- Decrease in mileage costs – transporting equipment, staff
- Decrease in food expenses
- Overall long term budget savings



Future Focused

- Ability to explore projects and programming that extends beyond one day
- Programming and mentorship integration
- Positive effects of a mature neutral space, less “institutional” feel
- Ability to build a space that serves the students
- Dedicated location that provides the ability to grow
- Student input in space design and organization





"We are all different but we all have a way to connect to each other in all different ways."

"You'd be surprised what can come from simply showing up."

"Anything is possible when you have the right people there to support you."

"NorthStar gives us the opportunity to meet new people, have new experiences, and learn from each other."

"We are all strong by ourselves but together we can succeed in anything!"

"Our strength does not come from one person but from the combined total of people working together through loyalty, friendship, trust and understanding of each other."

"We are enough, we believe in ourselves and we can achieve great things when we have people who support us."

"Could never be more grateful for this program."

The Student Voice



NORTHSTAR

DISCOVER YOUR FUTURE!



Shared Services Agreement: Transportation

THIS AGREEMENT made this 1 day of July, 2026, pursuant to the provisions of Part IV of *The Public Schools Act* and the *Shared Services Regulation and Funding of Schools Program Regulation* thereunder.

BETWEEN:

The Brandon School Division
(Name of School Division)

being a school board, and a body corporate pursuant to subsection 3(1)
of *The Public Schools Act*, C.C.S.M. c. P250
(called "the Division")

-and-

The Christian Heritage School
(Name of Independent School)

(called "the independent school")

WHEREAS the independent school is a 'independent school' as defined in section 59 of *The Public Schools Act*;

AND WHEREAS pursuant to subsection 60(1) of *The Public Schools Act*, the Division may, with the approval of the Minister of Education and Early Childhood Learning, enter into an annual agreement with a independent school to provide, under the supervision and control of the Division, transportation for pupils enrolled in the independent school, from points on a regular public school bus route operated by the Division to other points on the same route;

AND WHEREAS for this purpose, the Division and the independent school are prepared to enter into an agreement to provide eligible pupils enrolled in the independent school

with transportation on a regular public school bus route according to the terms and conditions of this agreement;

AND WHEREAS prior to the signing of this agreement, the Minister of Education and Early Childhood Learning provided approval to the Division to enter into this annual agreement with the independent school, pursuant to subsection 60(1) of *The Public Schools Act*;

AND WHEREAS transportation support is payable to the Division for eligible transported independent school pupils subject to the provisions set out in the *Shared Services Regulation*, M.R. 131/2012 and the *Funding of Schools Program Regulation*, M.R. 259/2006 (the "Regulations").

NOW THEREFORE the parties agree as follows:

1. The Division shall provide for eligible pupils enrolled in the independent school, transportation from points on a regular public school bus route operated by the Division to other points on the same route.
2. The independent school pupils receiving transportation on a regular public school bus route operated by the Division, shall be deemed to be in attendance at a public school while on a public school bus.
3. The pupils enrolled in the independent school shall be under the supervision and control of the Division while they are on a public school bus receiving the transportation provided by the Division under this agreement.
4. The independent school shall execute any documents and provide the Division with any information, documents, returns or reports which may be required by the Department of Education and Early Childhood Learning to facilitate financial planning and to determine the amounts of any support which may be payable to

the Division in respect of this agreement pursuant to *The Public Schools Act* and the Regulations.

5. This agreement shall be effective for a term of one year commencing July 1, 2026 and ending June 30, 2027.

The authorized representative of each of the parties to this agreement has signed this agreement effective on the day and year written above.

The Brandon School Division
(Name of School Division)

Chair

Secretary-Treasurer

Christian Heritage School
(Name of Independent School)



Chair



Principal

Prior to signing this agreement, the Division was provided with approval by the Minister of Education and Early Childhood Learning or designate as required by subsection 60(1) of *The Public Schools Act*.

Minister of Education and Early Childhood Learning
or designate

Date

Shared Services Agreement: Facility and Resources

THIS AGREEMENT made this 1 day of July, 2026, pursuant to the provisions of Part IV of *The Public Schools Act* and the *Shared Services Regulation* thereunder.

BETWEEN:

The Brandon School Division
(Name of School Division)

being a school board, and a body corporate pursuant to subsection 3(1)
of *The Public Schools Act*, C.C.S.M. c. P250
(called "the Division")

-and-

The Christian Heritage School
(Name of Independent School)
(called "the independent school")

WHEREAS the private school is a 'independent school' as defined in section 59 of *The Public Schools Act*;

AND WHEREAS pursuant to subsection 60(2) of *The Public Schools Act*, the Division may, with the approval of the Minister of Education and Early Childhood Learning, enter into an annual agreement with a independent school respecting the use of the facilities and resources of the Division by or for the benefit of eligible pupils enrolled in the independent school while attending a public school operated by the Division;

AND WHEREAS for this purpose, the Division and the independent school are prepared to enter into an agreement respecting the use by eligible pupils enrolled in the independent school of facilities and resources of the Division for Home Economics or Industrial Arts, or both, according to the terms and conditions of this agreement;

AND WHEREAS prior to the signing of this agreement, the Minister of Education and Early Childhood Learning provided approval to the Division to enter into this annual agreement with the independent school, pursuant to subsection 60(2) of *The Public Schools Act*;

AND WHEREAS facilities and resources support is payable to the Division for eligible independent school pupils subject to the provisions set out in the *Shared Services Regulation*, M.R. 131/2012 (the "Regulation").

NOW THEREFORE the parties agree as follows:

1. The Division shall provide, in one or more public schools, to eligible pupils enrolled in the independent school, certain facilities and resources for Home Economics or Industrial Arts, or both, that are the same as are regularly offered by the Division to eligible pupils enrolled in its public schools particulars of which are set out in Schedule "A", which is attached hereto, and forms part of this agreement.
2. The independent school pupils receiving facilities and resources of the Division for Home Economics or Industrial Arts, or both, shall be deemed to be in attendance at a public school while the services are being provided under this agreement.
3. The pupils enrolled in the independent school shall be under the supervision and control of the Division while they are attending a public school for the services provided by the Division under this agreement.
4. The independent school shall execute any documents and provide the Division with any information, documents, returns or reports which may be required by Manitoba Education and Early Childhood Learning to facilitate financial planning and to determine the amounts of any grant which may be payable to the Division in respect of this agreement, pursuant to *The Public Schools Act* and the Regulation.

5. This agreement shall be effective for a term of one year commencing July 1, 2026 and ending June 30, 2027.

The authorized representative of each of the parties to this agreement has signed this agreement effective on the day and year written above.

The Brandon School Division
(Name of School Division)

Chair

Secretary-Treasurer

Christian Heritage School
(Name of Independent School)


Chair


Principal *t*

Prior to signing this agreement, the Division was provided with approval by the Minister of Education and Early Childhood Learning or designate as required by subsection 60(2) of *The Public Schools Act*.

Minister of Education and Early Childhood Learning
or designate

Date: _____

This is SCHEDULE "A"

To a Facilities and Resources Agreement ending June 30, 2027
dated the July 1, 2026.

BETWEEN:

The Brandon School Division
(Name of School Division)

-and-

The Christian Heritage School
(Name of Independent School)

2025-26th St. Brandon, MB.
Location (1)

THIS SCHEDULE provides particulars of the facilities and resources of the Division that are to be provided to eligible pupils enrolled in the independent school while in attendance at public schools operated by the Division.

1. The public school(s) in which the facilities and resources of the Division will be provided will be those at:

Earl Oxford School

Riverheights School

2. The estimated number of eligible pupils enrolled in the independent school on September 30, 2026 who will be participating in the use of the facilities and resources in the public school(s) is shown in the table in clause 4.

(1) If the independent school has more than one location, include only those pupils in the locations(s) being serviced under this agreement, and indicate the location(s) being serviced.

3. The number of minutes of instruction in each instructional cycle in which the facilities and resources described in clause 1 will be provided in the public

school(s) to eligible pupils enrolled in the independent school is shown in the table in clause 4.

4. Estimated eligible enrolment of Number of minutes of instruction
independent school pupils provided in the public school(s) for
in the public school(s) independent school pupils in each cycle

Gr 1 - 12	Pupils	73	minutes
Gr 8 - 11	Pupils	73	minutes
	Pupils		minutes
	Pupils		minutes
	Pupils		minutes
	Pupils		minutes
	Total Pupils		

5. In the public school(s) there are 6 days in each cycle
and 330 minutes each day.
6. The calculation and payment of the grant shall be made using actual data, in
accordance with the *Shared Services Regulation*, M.R 131/2012 applicable to the
school year.
7. The facilities and resources of the Division that will be provided in the public
schools(s) to pupils enrolled in the independent school are as follows:

- ☒ Home Economics
- ☒ Industrial Arts

Shared Services Agreement: Transportation

THIS AGREEMENT made this 1 day of July, 2026, pursuant to the provisions of Part IV of *The Public Schools Act* and the *Shared Services Regulation and Funding of Schools Program Regulation* thereunder.

BETWEEN:

The Brandon School Division
(Name of School Division)

being a school board, and a body corporate pursuant to subsection 3(1)
of *The Public Schools Act*, C.C.S.M. c. P250
(called "the Division")

-and-

The Christian Heritage School
(Name of Independent School)

(called "the independent school")

WHEREAS the independent school is a 'independent school' as defined in section 59 of *The Public Schools Act*;

AND WHEREAS pursuant to subsection 60(1) of *The Public Schools Act*, the Division may, with the approval of the Minister of Education and Early Childhood Learning, enter into an annual agreement with a independent school to provide, under the supervision and control of the Division, transportation for pupils enrolled in the independent school, from points on a regular public school bus route operated by the Division to other points on the same route;

AND WHEREAS for this purpose, the Division and the independent school are prepared to enter into an agreement to provide eligible pupils enrolled in the independent school

the Division in respect of this agreement pursuant to *The Public Schools Act* and the Regulations.

5. This agreement shall be effective for a term of one year commencing July 1, 2026 and ending June 30, 2027.

The authorized representative of each of the parties to this agreement has signed this agreement effective on the day and year written above.

The Brandon School Division
(Name of School Division)

Chair

Secretary-Treasurer

Christian Heritage School
(Name of Independent School)



Chair



Principal

Prior to signing this agreement, the Division was provided with approval by the Minister of Education and Early Childhood Learning or designate as required by subsection 60(1) of *The Public Schools Act*.

Minister of Education and Early Childhood Learning
or designate

Date



BRANDON SCHOOL DIVISION

EDUCATION AND COMMUNITY RELATIONS COMMITTEE MINUTES

Monday, August 24, 2026 – 6:00 p.m.

Boardroom, Administration Office

Trustees Present: D. Ross K. Carr
C. Ekenna K. Fallis
L. McConnell S. Mozdzen
J. Murray B. Sieklicki

Also Present: D. Labossiere, Secretary-Treasurer
J. Zilkey, Superintendent/CEO
M. Sawa, Assistant Superintendent – Curriculum and HR
J. McBeth, Executive Assistant

Regrets: L. Ross
S. Gilleshammer, Assistant Superintendent – Student Services

1. COMMITTEE ITEMS

A. APPROVED RESEARCH REQUEST – T. SCOTT DEMPSTER, MASTER OF EDUCATION STUDENT, BRANDON UNIVERSITY

Mr. Zilkey spoke to the research request received on June 22, 2026, from T. Scott Dempster, Master of Education student, Brandon University. The project is titled: Exploring Mathematical Knowledge and Teaching Beliefs in Novice Teachers. Ethics approval was received.

This research study seeks to explore how novice teachers develop their mathematical knowledge for teaching and their confidence as mathematics teachers during their first year in the profession.

This research project does not involve student participation. Staff participation is optional and would involve approximately six to eight K-8 teachers. The study involves three semi-structured interviews and artifacts collected by teachers in relation to mathematics professional development opportunities offered to them during their first year of teaching. All participants will remain anonymous.

This request was reviewed by the BSD Research Advisory Committee and has been approved by the Superintendent/Chief Executive Officer.

2. OPERATIONS INFORMATION

A. CORRESPONDENCE:

- Ms. Sawa spoke to the correspondence received from Honourable Tracy Schmidt, Minister of Education and Early Childhood Learning regarding, the French Second

Language Revitalization Program 2026-2027. She indicated the Brandon School Division will receive a financial contribution of \$138,230. Senior Administration answered Trustee questions for clarification.

- Ms. Sawa reviewed the correspondence received from Jackie Connell, Assistant Deputy Minister, Indigenous Excellence in Education, regarding the updated Indigenous Identity Declaration Form.
- Ms. Sawa spoke to the correspondence received from Janet Tomy, Assistant Deputy Minister, Student Achievement and Inclusion Division. Manitoba Education and Early Childhood Learning has developed a resource to support the implementation of early reading screening for Kindergarten to Grade 4, beginning in the 2026-2027 school year.
- Mr. Zilkey reviewed the correspondence received from Janet Tomy, Assistant Deputy Minister, Student Achievement and Inclusion Division, regarding the ongoing webinar and information series on AI Leadership. He indicated this is part four of the six-part series.
- Ms. Sawa spoke to the correspondence received from Mona Pandey, Deputy Minister, Education and Early Childhood Learning. All school divisions will now be required to develop, implement, and maintain a divisional plan to prevent and address student absenteeism. As part of this requirement, school divisions must establish a divisional attendance, presence, and engagement committee. She added that BSD already has an engagement committee.

Respectfully submitted,

C. Ekenna



Monday, August 24, 2026 – 6:00 p.m.
Boardroom, Administration Office

Regrets: L. Ross
S. Gilleshammer, Assistant Superintendent – Student Services

- All gymnasium rentals occurring Monday-Friday during designated hours will be charged as follows:
 - Facility Rental Fee: \$20.00
 - City of Brandon Administration Fee: \$5.00
 - Taxes: \$1.25
 - Total: \$26.25 per hour

- All gymnasium rentals occurring Saturday & Sunday during designated hours will be charged as follows:
 - Facility Rental Fee: \$87.00
 - City of Brandon Administration Fee: \$5.00
 - Taxes: \$4.60
 - Total: \$96.60 per hour

Mr. Zilkey indicated that the change in hours would impact one High School Hockey Team as they practice at the Sportsplex beyond 3:30pm. Through discussions regarding the impact on the hockey team, current school time tabling, scheduling and equity within the Division, the Committee directed Senior Administration to request a transition period from the City of Brandon for 2026-2027 and that the revised facility hours come into effect for the 2027-2028 school year.

2. OPERATIONS INFORMATION

A. CORRESPONDENCE:

- Mr. Labossiere spoke to the letters received from the Education Funding Branch regarding:
 - Betty Gibson School – Modular Classroom Request – Authorization to proceed with Construction RFP
 - Meadows School – Roof Replacement (for Roof Sections C and D) – Authorization to proceed with Construction RFP
- Mr. Labossiere spoke to the letters received from the Minister of Education and Early Childhood Learning regarding:
 - Funding letter confirming up to \$100,000 in 2026-2027 to support the playground project at King George School
 - Approval letter for the playground project at King George School

Mr. Labossiere answered Trustee questions for clarification.

B. FACILITY PROJECT UPDATES:

- Mr. Labossiere spoke to two (2) confidential Property Matters and answered Trustee questions.

Respectfully submitted,

B. Sieklicki



BRANDON SCHOOL DIVISION

PERSONNEL AND POLICY COMMITTEE MINUTES

Monday, August 24, 2026 – 6:00 p.m.

Boardroom, Administration Office

Trustees Present: D. Ross K. Carr
C. Ekenna K. Fallis
L. McConnell S. Mozdzen
J. Murray B. Sieklicki

Also Present: D. Labossiere, Secretary-Treasurer
J. Zilkey, Superintendent/CEO
M. Sawa, Assistant Superintendent – Curriculum and HR
J. McBeth, Executive Assistant

Regrets: L. Ross
S. Gilleshammer, Assistant Superintendent – Student Services

1. COMMITTEE ITEMS

A. JOINT PROFESSIONAL DEVELOPMENT REPORT

The Committee reviewed the BTA/BSD Joint Professional Development Report for 2026-2027 and the amendments to the Joint Professional Development Criteria, as recommended by the Joint Professional Development Committee. Mr. Zilkey answered Trustee questions for clarification.

B. PERSONNEL MATTER

Mr. Labossiere spoke to a Personnel Matter and received direction from the Committee.

2. OPERATIONS INFORMATION

A. MSBA – COLLECTIVE BARGAINING UPDATE/SALARY BULLETINS

- Salary Bulletin:
 - Mr. Labossiere reviewed the following salary bulletins:
 - Louis Riel School Division and CUPE - Local 3473 (Educational Assistants) – Ratified Agreement
 - Louis Riel School Division and CUPE - Local 4642-00 (Clerical, Technical Employees) – Ratified Agreement
 - Louis Riel School Division and CUPE - Local 4642-01 (Custodial, Maintenance & Bus Drivers) – Ratified Agreement
 - Lord Selkirk School Division and UNIFOR (Bus Drivers) – Ratified Agreement

B. MSBA – CPI, UNEMPLOYMENT RATE, REGIONAL TRENDS UPDATE:

- July 21, 2026, data was reviewed.

C. CORRESPONDENCE:

- Ms. Sawa spoke to the correspondence received from Michelle Dubik, Deputy Minister of Families and Director under The Accessibility for Manitobans Act. The Accessible Transportation Standard Regulation will come into force on January 1, 2027. She indicated that the Committee would respond to this letter.
- Mr. Zilkey reviewed the correspondence received from Honourable Tracy Schmidt, Minister of Education and Early Childhood Learning. Bill 38: The Public Schools Amendment and Manitoba School Boards Association Amendment Act received royal assent on June 1, 2026. This legislation promotes safe and caring school environments for all students, ensures that all school divisions and districts are led by experienced educators, and expands access to educational support services for First Nations organizations in Manitoba. It is the result of collaboration between government and education and early childhood sector partners.
- Ms. Sawa spoke to the correspondence received from Jordan Bighorn, Acting Assistant Deputy Minister, Indigenous Excellence in Education. Manitoba Education and Early Childhood Learning is developing an Anti-Racism Policy Directive to support school divisions in advancing anti-racism initiatives and fostering equitable learning environments across Manitoba. Susan Gilleshammer, Assistant Superintendent – Student Services, is the BSD contact for this initiative. Mr. Zilkey answered Trustee questions for clarification.

Respectfully submitted,

L. McConnell



e-bulletin

MANITOBA
School Boards
ASSOCIATION

September 9, 2026



THANK YOU AND WELCOME BACK!

As students and staff return to classrooms across Manitoba, Leah Klassen, MSBA Interim President, shares a heartfelt message of thanks and encouragement on behalf of Manitoba's school boards.

Recognizing the planning, teamwork, and dedication that support student success, the video highlights the important role educators, families, trustees, and community partners play in helping students begin the year with confidence and a sense of belonging.

Here's to a year filled with meaningful connections, learning, and success.

 Watch the full message by [clicking here](#).



FALL GENERAL AND REGIONAL MEETINGS

Mark your calendars for **November 26 - 27** and join us for two days of learning, collaboration, and Association business. The [meetings](#) will take place in person at the [Delta Hotel](#) in downtown Winnipeg.

Day 1 (Thursday, November 26) will focus on professional development for both new and experienced trustees, and will include an association update and financial report. The evening will feature a "fall supper" celebration and games.

Day 2 (Friday, November 27) will feature the general meeting, regional meetings, and other Association business. By-elections for MSBA President, Vice-President and Regional

Directors will also take place, if required.

Nominations received to date for the 2026/27 MSBA executive by-election will be posted on the fall general meetings page of MSBA's website in the order received. A second call for nominations for the 2027/2028 MSBA executive elections will also be held at this event. [Click here](#) to see the nominations to date.

The [program overview](#) is available online, and registration details will be finalized in the coming months. Stay tuned for updates.

If you have any questions, please contact events@mbschoolboards.ca.



REMINDER! CALL FOR NOMINATIONS & RESOLUTIONS

The Association's Nominating Committee and the Resolutions and Policy Committee are inviting member boards to nominate candidates for the 2027–2028 MSBA Provincial Executive and to [submit resolutions](#) for consideration at the Association's 2027 Annual Convention. Provincial executive nominations to date can be viewed [here](#).

The deadline for receipt of draft resolutions is **Friday, September 25, 2026**. Resolutions received by this deadline will be included in the full regional agenda package, which will be circulated to members in advance for review and adoption at the regional level. Resolutions adopted at the [fall regional meetings](#) in November will then move forward for consideration at the Association's Annual General Meeting and Convention in March.



IMPORTANT ELECTION DATES!

Thinking about running again in this fall's school board elections? Or maybe you know someone who would make a great trustee. Whether you're looking for information yourself or want to share it with a potential candidate, we'd love to connect with you.

Key dates for prospective candidates:

✓ Candidate registration began **June 30**

📅 Nominations open **September 16**

🕒 Nominations close **September 22**

🗳 Election Day is **October 28**



SEPT 30 MARKS THE NATIONAL DAY FOR TRUTH AND RECONCILIATION & ORANGE SHIRT DAY

This day honours the children who never returned home, Residential School Survivors, and the families and communities who continue to live with the impacts of the residential school system. It is a time to reflect on the truths of Canada's history, recognize the ongoing effects of colonial policies, and recommit to the work of reconciliation.



The National Day for Truth and Reconciliation was established as a federal statutory holiday to recognize the legacy of residential schools and respond to the Truth and Reconciliation Commission's Calls to Action.

Orange Shirt Day is an Indigenous-led grassroots movement that raises awareness about the lasting impacts of residential schools on individuals, families, and communities. It also reinforces the message that Every Child Matters.

The orange shirt has become a symbol of the loss of culture, identity, family connections, and self-worth experienced by generations of Indigenous children who attended residential schools.

On September 30, we encourage everyone to wear orange, learn more about the history and legacy of residential schools, and honour the strength, resilience, and contributions of Survivors, their families, and Indigenous communities.

Learn more:

- National Day for Truth and Reconciliation:
<https://www.canada.ca/en/canadian-heritage/campaigns/national-day-truth-reconciliation.html>
 - Orange Shirt Day: <https://orangeshirtday.org/>
-



VIMY INSPIRES TOMORROW IN THE CLASSROOM!

Do you know a young person who wants to make a positive impact in their community? The Vimy Foundation's ***Vimy Inspires Tomorrow*** program helps youth ages 13 to 17 develop leadership skills by exploring lessons from history and applying them to real-world community projects.

Participants can receive leadership training and coaching, and have the opportunity to apply for one of 10 \$2,500 grants to bring their project ideas to life.

Initial project ideas must be submitted by **October 6, 2026**. The program also offers free bilingual resources and modules for educators and community group leaders.

Learn more and apply at:

<https://vimyfoundation.ca/programs/vimy-inspires-tomorrow>.



2027 LORAN AWARD APPLICATIONS OPEN THIS FALL

Do you know a Grade 12 student who demonstrates character, service, and leadership? Encourage them to apply for the **2027 Loran Award**, Canada's largest undergraduate leadership award. The Loran Scholars Foundation looks beyond academic achievement to identify students who show integrity, courage, and a commitment to making a positive difference in their communities. Eligible students must be entering university for the first time in September 2027 and have a minimum cumulative average of 88%.

In addition to significant financial support, Loran Scholars benefit from mentorship, experiential learning opportunities, and a network of values-driven leaders from across Canada.

Applications for the 2027 award cycle open **September 9**, and the deadline to apply is **October 15**.

For more information, visit <https://loranscholar.ca>. Bilingual promotional materials and resources are also available here:
https://drive.google.com/drive/folders/1fO9Cp9735ikJAO7kmS83mwZ_wnLQiG86

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191 Provencher Boulevard
Winnipeg, MB, R2H 0G4
Canada

THIS AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 20____, PROVIDING FOR THE COMMUNITY USE OF FACILITIES.

BETWEEN:

CITY OF BRANDON
410 – 9th Street
Brandon, MB
Hereinafter called "the City"

- and -

BRANDON SCHOOL DIVISION
1031 – 6th Street
Brandon, MB
Hereinafter called "the Division"

WHEREAS the City controls certain lands and buildings with related facilities and services, within the City of Brandon which are and may be devoted to educational, recreational, and cultural purposes;

AND WHEREAS the Division controls certain lands and buildings with related facilities and services, within the City of Brandon, which are and may be devoted to educational, recreational, and cultural purposes;

AND WHEREAS the City and the Division desire to maximize use of all existing and future lands and buildings with their related facilities and services, which are or may be devoted to educational, recreational, and cultural purposes;

AND WHEREAS it is the desire of the parties hereto to use their existing resources for use and development of facilities in the most efficient manner for the benefit of the community;

AND WHEREAS the City and Division intend for this Agreement to replace the existing Agreement between the parties from 2015;

NOW THEREFORE THIS AGREEMENT WITNESSETH the agreement of the City and the Division to make provision in a manner hereinafter described, for the use of buildings and lands with their related facilities and services, controlled by them which are or may be devoted to recreational/leisure purposes pursuant to The Municipal Act, Sections 232(1)(b), 250(2)(d)(iv) and 253(1), and The Public Schools Act, Section 48(1)(r).

THEREFORE the parties hereto covenant and agree together as follows:

1. VISION STATEMENTS

1.1 Public facilities and grounds, whether operated by the City or Division, shall benefit and be used by children, adults, organizations, and families of Brandon to the best possible extent.

1.2 The City and Division have mutual interests in helping people of all ages to learn, develop, and participate in educational, recreational and cultural activities.

2. PURPOSE OF THE AGREEMENT

- a) Effectively and efficiently manage the use of available public facilities for the benefit of the citizens of the Division and City. The Division may use City facilities for educational, recreational, and cultural purposes and the City/Community may use Division buildings and land outside of school hours for educational, recreational, and cultural purposes.
- b) Facilitate community use of facilities and grounds operated by the City and Division.
- c) Encourage cooperative working relationships between Division and City personnel at all levels.
- d) Encourage joint and cooperative ventures, including facility and grounds development.
- e) Regulate the booking procedures, time allotment, user prioritization, and cost of the use of facilities and grounds.

3. AGREEMENT ADMINISTRATION

3.1 This Agreement shall be administered by the City of Brandon Director of Parks & Recreation Services and the Brandon School Division Secretary-Treasurer to:

- a) Coordinate implementation of and oversee the Agreement.
- b) Review this Agreement by September 1st of each year, particularly its guidelines, booking procedures, and responsibilities. Operational changes jointly agreed upon in this review will take effect as agreed to in writing.
- c) Invite resource personnel as is required for the purpose of obtaining necessary information and advice.
- d) Initiate special meetings, if required, to discuss problems or propose amendments to this Agreement and report back to their respective Board and Council.

3.2 Nothing in this Agreement shall prevent either of the parties from making agreements with any other party in relation to their facilities, provided any such agreements shall be circulated for information to the other party to this Agreement.

4. GENERAL PROVISIONS

4.1 This Agreement shall remain in force and effect from the date of its execution by the parties involved, continuing until terminated by either party.

4.2 The Division and City shall act in good faith to implement the terms of the Agreement.

4.3 The Division and City acknowledge that:

- a) Public safety shall be the primary consideration.
- b) It is a City and Division objective to increase community access to and use of school facilities and grounds.
- c) This Agreement is intended to address those programs and activities occurring in Division/City facilities or on Division/City grounds that are intended for educational, recreational, and cultural purposes.
- d) This Agreement is intended to enhance and not interfere with the primary missions of the Division or City.
- e) The ultimate responsibility for the allocation and use of facility space will remain with the owner of the facility.
- f) This Agreement is not intended to amend any of the existing leases or other property agreements the parties may have undertaken.

All aspects of the use of facilities by the community shall meet legal requirements.

5. GENERAL GUIDELINES

5.1 Use of City/Division facilities is permitted for any educational, recreational, and cultural purposes.

5.2 a) Division facilities and grounds will be accessible for community use rental on weekdays during times listed in appendix A. Permission from 8:00 a.m. to 11:00 p.m. may be granted on Saturday and Sunday. School hours will be determined on an annual basis and noted in the Brandon School Division Joint Use Booking Policy. All statutory holidays are excluded unless special arrangements are made. Special arrangements for these times will be considered on an individual basis and at a cost to be determined.

- a) School buildings and grounds may also be available during winter, spring or summer breaks subject to maintenance/custodial requirements and as approved by the Secretary-Treasurer or his/her designate.
- b) Notwithstanding 5.2 (a) high school gymnasiums will only be available for community use for Monday to Friday bookings from April 1 to June 30th of each year. Special arrangements may be approved by the schools on an individual basis.
- c) A school will have priority in the use of school facilities and grounds upon giving 48 hours notice to the Booking Agent. Booking agent shall book Division facilities in accordance with Brandon School Division Joint Use Booking Policy.

5.3 The City and Division employees and/or agents and contractors shall provide proper level of supervision and custodial services for the buildings and facilities/grounds.

5.4 Fees charged for use of the facilities are to offset the costs incurred by the facility owner for the specific activity being undertaken (i.e. lifeguards, utilities, cleaning, etc.)

5.5 City facilities will be accessible for Division use during weekdays from 9:00 a.m. to 4:00 p.m. during the Division calendar year, until June 30, 2027. City facilities will be accessible for

Division use during weekdays from 9:00 a.m. to 3:30 p.m., during the Division calendar year, commencing September 1, 2027, until the expiry of this agreement. Statutory holidays, Professional Development days, winter break, spring break, and any other non-instructional days are excluded from this agreement.

5.6 A responsible adult of the user group, who must be identified at the time of booking, is responsible for supervision of its participants and spectators.

5.7 Admission may be charged for an activity sponsored by a non-profit and non-commercial organization when this admission charge does not conflict with other commercial organizations. Facilities shall not be used for private or commercial gain except if specifically approved under the permit.

5.8 Smoking at any facility is prohibited.

5.9 Consumption of alcohol at any facility is prohibited unless otherwise licensed to do so.

5.10 Non-alcoholic beverages (non-glass containers only) and food may be brought into designated areas of the building at the discretion of facility staff on duty.

5.11 Either party may, in their sole discretion, refuse access to a group who seeks to use a facility for activities incompatible with the policies, mission, and public purposes of the owner of the facility; or due to past circumstances by the user related to payment of charges, facility damage, etc.

6. BOOKING ARRANGEMENTS

6.1 Division facilities booking priority:

- a) School functions including MHSAA provincial events;
- b) City of Brandon functions;
- c) Provincial/National Sport Organization Championships;
- d) Reciprocal Agreements or special arrangements; and
- e) Community Functions such as youth activities, organized club activities, city division residents, and other non-profit groups

Note: The Brandon School Division reserves the right to adjust any of, or the entire facility schedule when the ability to provide services is impacted by events beyond the Division's control. When either Brandon School Division or City of Brandon wish to temporarily adjust the booking priority, a discussion between representatives should occur to address the priority request. If there is no consensus on the request, a final decision will be made jointly between the General Manager of City Operations and Brandon School Division Senior Administration representative.

6.2 City facilities booking priority:

- a) International, National or Provincial events;

- b) Programs and events arranged and managed by the City;
- c) Programs and events managed by the Brandon School Division
- d) Reciprocal Agreements or special arrangements; and
- e) Community Functions such as youth activities, organized club activities, city division resents and all other non-profit groups.

Note: The City of Brandon reserves the right to adjust any of, or the entire facility schedule when the ability to provide services is impacted by events beyond the City's control. When either Brandon School Division or City of Brandon wish to temporarily adjust the booking priority, a discussion between representatives should occur to address the priority request. If there is no consensus on the request, a final decision will be made jointly between the General Manager of City Operations and Brandon School Division Senior Administration representative.

6.3 Responsibilities of the City in relation to Division and City-operated facilities will be:

- a) To communicate with the public regarding procedures to be undertaken to access Division facilities.
- b) To provide booking services for Division facility requests and manage all bookings.
- c) To advise name and contact information of the Booking Agent.
- d) To have facility booking contracts completed and a copy forwarded to the applicable school Principals or designate and Manager of Facilities.
- e) To collect and remit booking rental fees to the Division upon receipt and reconciliation of billing.
- f) To inform regular user groups of any changes to the rates or conditions of the facility booking contract.
- g) To provide maintenance and appropriate facility supervision for Division use of City facilities.
- h) To conduct timely inspections of City facilities for which a facility booking contract has been issued. Any damage to the facility will be reported in writing to the Booking Contact within 24 hours following inspection.
- i) To establish City user fees for Division use and advise the Secretary-Treasurer or designate by January 1 of each year for September 1 implementation.
- j) To submit billings for Division use of City facilities to the Secretary-Treasurer or designate on at least a monthly basis.

6.4 Responsibilities of the Division in relation to Division-owned facilities will be:

- a) To confirm which facilities are available to book.
- b) To submit facility use billings to the Booking Agent on at least a monthly basis.
- c) To provide appropriate facility supervision and custodial services for confirmed facility booking contracts in Division buildings.
- d) To conduct timely inspections of the facilities for which a facility booking contract has been issued. Any damage to the facility will be reported in writing to the Booking Agent within 24 hours after inspection. The Booking Agent will release the user contact information to

the Division for their recuperation of damage or loss. Abuse of the facilities may result in cancellation of future bookings.

- e) To identify specific field use for school ground facilities, i.e. only soccer or only football.
- f) To establish the Division user charge and advise the Booking Agent by August 1st of each year for September 1st implementation.
- g) To confirm any changes of school contacts (Principals) or designates to the Booking Agent by September 1st of each year.

7. CANCELLATION AND PENALTIES

The City of Brandon will establish cancellation procedures and penalties with same stated on the user facility agreement. Penalties in relation to cancellation of user permits for Division facilities will be collected by the City.

8. EXPENDABLE EQUIPMENT

The user groups shall supply all necessary materials and equipment (balls, racquets, etc.) to carry out their activity (use of Division nets & poles is permitted). Request shall be made for use of facility equipment with the Booking Agent. Facility equipment shall not leave the premises.

9. MAINTENANCE

- a) The owner shall be responsible for on-going maintenance of their facilities;
- b) Each user shall be responsible for litter control during their activities;
- c) The parties to this Agreement agree to both provide a minimum annual budget allocation of \$30,000 each for the purpose of joint maintenance or improvements;
- d) On an annual basis, the parties will consult with each other to determine what projects will be approved in allocating these funds.

10. IMPROVEMENTS / REFURBISHMENTS

- a) Subject to the written approval of the Secretary-Treasurer or designate, the City may improve Division facilities for City or a supported organization use;
- b) Subject to the written approval of the City Manager or designate, the Division may improve City facilities for Division use;
- c) It is further agreed that the plans, specifications, and standards for the placement of all equipment, facilities, and improvements upon said premises (whether permanent or temporary) shall be approved in writing by the party owning the premises prior to any installation thereof;
- d) The party requesting the improvements/refurbishments are totally responsible for all associated costs;
- e) Each of the parties will provide a minimum annual budget allocation of \$50,000 for joint playground structure replacement or repair;

- f) On an annual basis, the parties will consult with each other to determine the projects to be undertaken with the allocated funding.

11. FACILITIES DEVELOPMENT

- a) The City and Division will work cooperatively in planning facility, grounds, or equipment improvements in order to determine the most efficient and effective use of public resources;
- b) Where feasible, both parties will work together to support public/private partnerships to provide community use facilities and grounds;
- c) Formal approval by City Council and the School Board of Trustees is required for participation in these projects;
- d) The City and Division will involve each other in the planning and design development of new construction or a significant remodel of existing facilities available for community use activities. The City Manager and Division Secretary-Treasurer shall serve or designate a representative to participate in the project planning process;

12. EMERGENCY OPERATIONS

In an emergency situation where either party requires use of the other party's facilities, all costs will be the responsibility of the user.

13. FORCE MAJUERE

- a) Neither party shall be held responsible or be considered in breach of this Agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failure or unusual user success.
- b) Each party shall endeavour to notify the other party as early as possible should such an event occur or the likelihood of occurrence increases. The parties shall work to minimize the impact of such an event on the rights and obligations articulated in this Agreement.

14. TERMINATION

Either party may terminate this Agreement, as to any or all facilities, upon giving to the other party twelve (12) months advance written notice of intention to terminate.

15. INDEMNIFICATION

Each party agrees to indemnify and save harmless the other including but not limited to their respective officers, officials, employees and volunteers from any and all claims for injury or property damage that arise out of the negligence or omission of their employees, agents, contractors, or officers as a result of this Agreement.

16. INSURANCE

- a) The City and the Division shall each purchase and maintain General Liability Insurance for the duration of the Agreement for a minimum amount of \$5,000,000 per occurrence.
- b) The insurance policies shall contain, or be endorsed to contain, that the insurance coverage of the party using the other's facility shall be the primary insurance for liability arising from such use.
- c) Individual user groups shall purchase and maintain liability insurance for their activities as Division liability insurance does not extend to user groups. Coverage for outside user groups is required to be a minimum of \$2,000,000 coverage with the Division included on the policy as a named insured.
- d) The City and Division shall each purchase and maintain property insurance for their respective facilities.

17. NON-DISCRIMINATION

No person shall be denied or subjected to discrimination on the grounds of sex, race, colour, creed, national origin, religion, age (except minimum age and retirement provisions) marital status or in the presence of any sensory, mental or physical handicaps in the receipt of the benefit of any services or activities made possible by or resulting from this Agreement.

18. DISPUTE RESOLUTION

- a) In the event that a dispute arises as a result of the implementation of this Agreement, resolution shall be addressed as identified below in the following sequential order (as needed):
 - i. Site-Based Supervisors;
 - ii. City Director of Parks & Recreation Services and Division Secretary Treasurer
 - iii. The Superintendent and the City Manager;
 - iv. Division Board of Trustees and the City Council;
 - v. An Arbitration Committee in accordance with the provisions of *The Arbitration Act* of Manitoba.

19. NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate governing body at the address which appears below (as modified in writing from time to time by such governing body) and delivered either personally, by prepaid registered post or by facsimile transmission. Such notice shall be deemed to have been given if by personal delivery, on the date of delivery; if by facsimile transmission, on the date of delivery with electronic confirmation of receipt obtained; and if by post, on the fifth business day following the posting thereof (which for the purposes of this Agreement shall be deemed to exclude Saturdays, Sundays, and statutory holidays).

THE DIVISION	THE CITY
Brandon School Division	City of Brandon
1031 – 6 th Street	410 – 9 th Street
Brandon, MB R7A 4K5	Brandon, MB, R7A 6A2
Attention: Secretary-Treasurer	Attention: City Manager

20. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Division, who agree that the Agreement may be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

21. ENTIRE AGREEMENT

This agreement, including Addenda, contains the entire Agreement between the governing bodies hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the governing bodies hereto. Either governing body may request changes to the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

THE CITY OF BRANDON

BRANDON SCHOOL DIVISION

Mayor

Board Chairperson

City Manager

Secretary-Treasurer