

2011 – 2014

**LOCAL
AGREEMENT**

between

**The Saskatoon
Board of Education
School Division
No. 13**

And

**The Teachers
of the
Saskatoon School
Division No. 13**

STATEMENTS OF PRINCIPLE

In the interests of continuing to foster a positive relationship and maintain sensitivity to each LINC team's needs and concerns, the LINC teams intend to meet each January during the life of this contract.

Each year the LINC teams intend to make joint presentations to in-school administrators regarding the spirit of the agreement, its interpretation and implementation.

Any changes made to this contract over its term shall be agreed to by both LINC teams.

This Agreement made at Saskatoon in the Province of Saskatchewan this 30th day of June, 2011.

BETWEEN:

The Board of Education of the Saskatoon School Division, No. 13 of Saskatchewan, hereinafter called "The Board".

AND:

The Public Teachers of the Saskatoon Teachers' Association, hereinafter called "The Teachers", negotiated in accordance with ***The Education Act, 1995***, shall be effective July 1, 2011 to June 30, 2014.

Unless the context otherwise requires, all terms and expressions used in this agreement shall have the same meaning as are given to them in ***The Education Act, 1995***.

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SECTION 1 - Special Allowance

- 1:01 Consultants shall receive an allowance in addition to basic salary which shall be 10% of basic salary.
- 1:02 Effective date of ratification, Coordinators shall receive an allowance in addition to basic salary which shall be 24% of basic salary.
- 1:03 An administrator assigned on a temporary basis to the Education Centre in a supervisory role shall receive an allowance equal to the allowance he/she would be paid in the school to which he/she was last assigned.
- 1:04 The LINC Agreement shall be reopened at the request of either party to establish allowances for central office administrators who may be in-scope, and other personnel for whom this agreement has not made provisions.
- 1:05 Lunch Period Supervision

The spirit of this article is guided by The Education Act, 1995 which states in Section 231(2)(d) that "A teacher is responsible...(to) maintain, in co-operation with colleagues and with the principal, good order and general discipline in the classroom and on school premises."

- (a) The Board recognizes the importance of a duty free lunch for teachers. Teachers will be provided with a duty free lunch equivalent to the school's regularly scheduled lunch period unless they request and/or agree otherwise or unless the school's supervision needs cannot otherwise be met. When all other available forms of supervision have been explored, teachers may be assigned to fill unmet supervision needs.
- (b) In-school administrators shall work within the spirit of this section to ensure reasonable transition time for itinerant classroom teachers over the lunch hour.
- (c) A teacher, including substitute teachers, who supervise pupils over the lunch period, shall be paid at the rate of \$22.00 per hour.

- (d) A teacher who accumulates the equivalent of ten (10) full hours may choose to receive one (1) day off with salary in lieu of monetary compensation; a teacher who accumulates the equivalent of five (5) full hours may choose to receive one half ($\frac{1}{2}$) day off with salary in lieu of monetary compensation. The maximum number of days off that may be accumulated in any one school year under this clause is four (4); accumulation of days and days taken off will be pro-rated to a teacher's assignment. Teachers will be allowed to carryover two (2) days in lieu from one school year to the next; the second of these days must be used by November 30th.
- (e) Pay for supervision shall be electronically deposited at the Christmas Break, on March 31, and June 30.

SECTION 2 - Program Coordinators

Preamble: The Board of Education currently provides for a limited number of Program Coordinators in the schools. Accordingly:

- 2:01 The Board agrees to set aside a sum of money to be used exclusively for the payment of Program Coordinators.
- 2:02 Effective July 1, 2008, the annual amount to be spent by each school, where Program Coordinators have been authorized by the Board, shall be at the rate of \$17.00 per pupil based on the enrolment of that school as of the 30th day of September of the previous school year.
- 2:03 All other matters concerning Program Coordinators shall be left to the discretion of the appropriate Deputy Director and the school principal.

SECTION 3 - Parenthood Leave

Preamble: Teachers have a right to Parenthood Leave benefits as provided by this Collective Agreement and applicable legislation. Teachers should be aware of the fact that provisions in the Collective Agreement and legislation may be co-ordinated so as to provide maximum benefit to the leave recipient. Co-ordination of benefits should be done at the time the leave is applied for.

3:01 Maternity Leave

- (a) A pregnant teacher may apply for and be granted maternity leave in accordance with the provisions of this subsection. To be eligible for such leave, the applicant must have been employed by the Board for a period of at least 20 weeks in the twelve (12) months immediately prior to the commencement of the leave.
- (b) The commencement and termination dates for maternity leave which exceed the minimum level provided under the ***Labour Standards Act (1995)*** shall be determined through consultation between the teacher, the principal, and the Superintendent of Human Resources with the advice of the teacher's physician.
- (c) The teacher requesting maternity leave shall make written application at least four (4) weeks in advance of the date on which she wishes to begin her leave and shall provide the Superintendent of Human Resources with a statement from her physician certifying pregnancy and specifying the estimated date of birth.
- (d) A teacher returning from maternity leave shall give written notice to the Superintendent of Human Resources at least fourteen (14) days prior to the termination date that she is, in fact, returning on that date, or, alternatively, that she is applying for an extension of leave. The Superintendent of Human Resources shall be provided with a statement from the teacher's physician certifying that she is able to return to full-time employment on completion of leave.

- (e) The length of maternity leave shall not exceed twenty-four (24) months provided that any return from leave after 14 months will coincide with a natural school break. Natural school break is defined as the start of the school year and Christmas or Easter breaks at the elementary level or semester breaks at the secondary level.
- (f) Except as provided for in the ***Provincial Collective Bargaining Agreement***, during maternity leave a teacher shall not receive any salary, sickness allowance, or credit toward any salary increments.
- (g) A teacher who has been granted maternity leave shall return to the position previously held or a position as closely similar to it as possible.

3:02

Parental Leave

- (a) A teacher may apply for and be granted parental leave in accordance with the provisions of this subsection. To be eligible for such leave, the applicant must have been employed by the Board for a period of at least 20 weeks in the twelve (12) months immediately prior to the commencement of the leave.
- (b) The teacher requesting parental leave shall make written application at least four (4) weeks in advance of the date on which he/she wishes to begin his/her leave.
- (c) The length of parental leave shall not exceed thirty-seven (37) consecutive weeks unless the Board grants an extension beyond this time.
- (d) During parental leave, a teacher shall not receive any salary, sickness allowance, or credit towards salary increments.
- (e) A teacher who has been granted parental leave shall return to the position previously held or a position as closely similar to it as possible.

3:03

Adoption Leave

- (a) A teacher adopting a child may apply for and be granted adoption leave in accordance with the provisions of this sub-section. To be eligible for such leave, the applicant must have been employed by the Board for a period of at least 20 weeks in the twelve (12) months immediately prior to the commencement of the leave.
- (b) Commencement and termination dates for adoption leave shall be determined through consultation between the teacher, the principal and the Superintendent of Human Resources.
- (c) The teacher requesting adoption leave shall give notice to the Board of intention to adopt as soon as possible after the teacher's application is accepted by the adoption agency.
- (d) The length of adoption leave shall not exceed twenty-four (24) months provided that any return from leave after 14 months will coincide with a natural school break. Natural school break is defined as the start of the school year and Christmas or Easter breaks at the elementary level or semester breaks at the secondary level.
- (e) During adoption leave a teacher shall not receive any salary, sickness allowance, or credit towards salary increment.
- (f) A teacher who has been granted adoption leave shall return to the position previously held or a position as closely similar to it as possible.

SECTION 4 - Negotiation Leave

4:01

A teacher certified as a representative of the Local Implementation and Negotiation Committee (LINC) shall suffer no loss in salary for time absent from duties for the following purposes, so long as the number of teachers in any set of proceedings does not exceed seven (7):

- (a) participating in negotiations with the Board or its representatives.
- (b) participating in mediation proceedings.
- (c) participating in conciliation proceedings.
- (d) participating in arbitration proceedings.

SECTION 5 - Leave to Appear in Judicial Proceedings

- 5:01 A teacher shall be allowed leave of absence without loss of salary under the following provisions:
- (a) subpoenaed to appear as a witness.
 - (b) summoned as a juror in a court case.
 - (c) required to appear as a plaintiff or defendant.
 - (d) requested to participate in a sentencing circle, to a maximum of five days in any school year.
- 5:02 Any remuneration allowed by the court, above actual expenses, shall be repaid to the Board up to the maximum of salary involved for the period of absence.

SECTION 6 - Leaves of Absence

- 6:01 It is agreed that leaves of absence for teachers shall be as provided under Administrative Procedure 408 as per its wording of May, 2007.
- 6:02 Should the LINC or the Board consider a review of the existing provisions to be necessary, it is agreed that a meeting between the LINC and the Board's representatives will take place within fourteen (14) days of receipt of a request.
- 6:03 Except in extenuating circumstances, teachers should not request leaves of absence during Teachers' Convention and Teachers' Institute.
- 6:04 The Board shall grant any teacher duly elected or appointed as the President of the Saskatoon Teachers' Association (STA) a leave of absence for the duration of his/her term. The STA commits to reimburse the Board for the full cost of the teacher's salary and allowance for the period of leave of absence. A teacher who has been granted leave under this clause shall return to a position as closely similar as possible to the position held prior to the leave.

6:05 Teachers elected or appointed as councilors, who attend Saskatchewan Teachers' Federation councils shall be granted one (1) day leave for attendance at Fall Council (Councillor Conference/Special Meeting of Council) and one (1) day leave for attendance at Spring Council (Annual Meeting of Council). Such leave shall be taken at a mutually agreeable time prior to the next STF Spring Council. It is understood that the Saskatoon Teachers' Association shall reimburse the Board for substitute teacher costs associated with such leaves.

SECTION 7 - Personal Days

7:01 Teachers are entitled to three (3) days of leave during the school year for personal matters not specified in Administrative Procedure 408 Section 5.1.1 to 5.5.2. The first day is at no deduction. The second and third days are at a deduction equal to 40% of the teacher's daily salary rate for each day's absence. These days will be pro-rated to a teacher's assignment.

Except in extenuating circumstances, teachers will give not less than 48 hours' notice prior to the absence. The resulting combined absences in a given school on a given day shall not cause significant disruption to the educational program. Extenuating circumstances will be discussed with the Superintendent of Human Resources, or designate.

Teachers who work for 5 months or less of the school year will be provided with one and one half (1.5) personal days. The personal days are prorated to the teacher's assignment.

7:02 Except in extenuating circumstances, teachers should not request leaves of absence during Teachers' Convention and Teachers' Institute.

7:03 (a) Teachers who teach more than 50% and accumulate seventy-five (75) hours of Board-approved extra-curricular activities with students will be eligible to have a maximum of one (1) of the above 40% deduction days at no deduction. This day will not be pro-rated for part-time teachers; they will still have a third day at their pro-rated contract time.

- (b) Teachers who teach 50% or less and accumulate seventy-five (75) hours of Board-approved extra-curricular activities with students will be eligible to receive an entire school day at no deduction as the combination of their second and third pro-rated personal days.
- (c) If the seventy-fifth (75th) credit hour is earned after May 1st, credit for extra-curricular hours earned can be taken in the current year or the following school year, but the number of personal days available in each year will remain at three (3), pro-rated to the teacher's contract.

SECTION 8 - Wellness

8:01 Family/Personal Emergency Leave

Teachers are entitled up to two (2) days of leave during the school year, without loss of salary, to attend to compelling family/personal emergencies.

8:02 Accident Insurance

Teachers shall be provided with coverage under the terms of the student basic accident insurance program purchased by the Board.

8:03 Deferred Salary Leave Plan

The Deferred Salary Leave Plan (DSLPL) will be available to a teacher under permanent contract and having a minimum of two consecutive years of employment with the Saskatoon Public School Division. The DSLP will enable the teacher to schedule a one school year leave of absence in conjunction with a period of continuous employment with the Board.

Effective September 1, 2004, the terms of the DSLP, inclusive of service and leave, will be three, four, five, six and seven years. The leave period will be the last year of the respective plan and be defined as one school year from the commencement of the school year in August or September to the last day of the school year in June. The deferral period of the plan will include each of the two, three, four, five and six years preceding the leave period.

To enter the DSLP, the teacher must make application in writing to the Superintendent of Education no later than March 1st prior to the school year in which the deferral period will begin. The number of teachers approved for a DSLP will be determined by the Board annually based on system needs and other approved leaves.

Notification of withdrawal from the plan must be given prior to March 1 of the school year preceding the leave period. The teacher must take the planned leave of absence if he/she has not withdrawn from the plan prior to the notification date.

The financial arrangements of the DSLP will be the responsibility of the teacher. The teacher is also responsible for making necessary arrangements with the Saskatoon Public School Division, Revenue Canada, Saskatchewan Teachers' Federation, the STRP or the Teachers' Superannuation Commission and the teacher's own financial institution.

At the conclusion of the leave period, the teacher will be placed in a position as closely similar as possible to the position held in the final year of the deferral period.

8:04 Flu Shot Reimbursement

The Board agrees to cover the cost of an annual influenza shot to the maximum cost recommended by the Ministry of Health to all teachers of Saskatoon Public Schools, including substitutes who choose to receive the influenza shot.

SECTION 9 - Professional Development

9:01 Professional Development Funds are intended to enhance student learning through teacher growth. Professional Development activities should align with Division and School Strategic Plans and Teachers' Professional Learning Plans.

- (a) The Board shall make the appropriate provisions for the purpose of providing the following types of professional development: Conferences and associated travel; Inservice Education; Curriculum Development; and Bursaries.

- (b) Teachers may apply for professional growth opportunities through their school based Staff Development Fund.
- (c) The Board will cover full course registration costs for teachers requiring initial accreditation, including a second subject accreditation.

SECTION 10 - Professional Leave for Extended Professional Development

The Board undertakes a commitment to expend for Professional Leave an amount which shall be 1.0% of the previous year's expenditure for within-scope professional salaries provided there is a sufficient number of suitable candidates identified by the Professional Leave Committee.

- 10:01
- (a) The parties agree that 20% of the 1.0% of professional salaries stipulated in Section 10:01(a) shall be set aside to provide tuition reimbursement for teachers who successfully complete courses taken at an accredited post-secondary institution on their own time. Application for course approval will be made to the Superintendent of Education with responsibility for staff development. Reimbursement will be made upon the submission of a transcript of successful completion.
 - (b) The maximum amount available to a teacher per academic year shall not exceed the registration cost of a six credit class offered by the University of Saskatchewan.
 - (c) The benefits of this provision are not available to teachers on Educational Leave under this article.
 - (d) Any funds remaining after the approval of Tuition Reimbursement will be distributed to school-based professional development accounts.
- 10:02
- The Professional Leave Committee shall be a joint committee established each year. It shall consist of not more than four (4) members of the Board's professional staff appointed by the teachers' association and not more than four (4) members appointed by the Board. The committee shall carry out the following functions:

- (a) Recommend to the Director of Education priorities for areas to be emphasized in Extended Professional Development Leave for the following school year.
- (b) Notify teachers of priorities for Extended Professional Development Leave prior to December 10.
- (c) Review all applications for Professional Leaves and submit a recommended list of the nominees and their salaries while on leave to the Director of Education.
- (d) Prepare an agreement for each successful applicant specifying the terms under which the leave is granted. Such terms shall not be inconsistent with conditions provided in this section.
- (e) Any funds remaining after the approval of Extended Professional Development Leaves will be distributed to school-based professional development accounts.

10:03

- (a) Extended Professional Development Leave shall be considered to be any leave of absence from active employment with the Board from one month to one school year for the purpose of professional advancement, where salary is paid from the funds provided for Extended Professional Development Leave in this section.
- (b) Extended Professional Development Leave shall be granted only to teachers who have satisfactorily completed at least two consecutive years of full-time employment, or equivalent, and who present a program approved by the Director of Education, or designate(s).
- (c) A person receiving Extended Professional Development Leave shall undertake, in writing, prior to the granting of the leave, to return to the employ of the Board for at least one year, if the leave is for less than one school year, and for at least two years, if the leave is for an entire school year. In the event of default, the recipient shall refund a proportionate amount received unless waived by the Board.
- (d) Salary to be received during Extended Professional Development Leave shall be stated at the time the leave is granted.

- 10:04 Applications for Professional Leave shall be forwarded to the Human Resources Section to arrive between December 10 and January 10 (inclusive), preceding the school year in which the leave is to take effect.
- 10:05 Decisions shall be announced on all applications no later than March 1.
- 10:06 It is agreed that teachers on Professional Leave are in continued employment with the Board and on return will be subject to assignment as required. It is further agreed that assignment on return from leave shall be to a position as closely similar as possible to the position held prior to leave.

SECTION 11 - Method of Payment

- 11:01 Effective September 2008, all teachers shall be paid on a ten month basis for the complete school year. Where teachers make arrangements with their financial institutions to have a portion of their earnings divided into a summer account, the Board will make arrangements to make deposits into each account.
- 11:02 Teachers shall be paid on the second last teaching day of each month.
- 11:03 When teachers begin their assignments on or before the 15th of the month, salary shall be paid at the end of that month.
- 11:04 All teachers' salaries shall be electronically deposited.

SECTION 12 - Substitute Teachers

- 12:01 Subject to 12:02 and effective on the first of the month following date of ratification, the daily salary rate for a substitute teacher shall be 80% of the daily rate of the minimum of Class 4 of the provincial schedule.

- 12:02 Effective the date of ratification, when a teacher is employed for five (5) or more consecutive teaching days to replace a particular teacher, said substitute shall be paid at the rate determined in accordance with the individual's qualifications and experience. This rate of pay shall be retroactive to the beginning of said substitution assignment.
- 12:03 Any break which occurs in the instructional days of the school to which the substitute is assigned shall not be considered to be a break in the consecutive nature of the assignment.
- 12:04 When the provincial salary schedule changes as a result of a provincial collective agreement, the corresponding increase in daily salary rate for substitute teachers shall be effective the first day of the month following ratification of that provincial collective agreement.

SECTION 13 - Staff Parking

- 13:01 The Board shall provide for off-street parking with electrical plug-ins in accordance with Board policy.
- 13:02 (a) Employees under contract for more than .5 time who are assigned a parking stall with electrical outlet shall pay a parking fee of five dollars and fifty cents (\$5.50) per month to a maximum of fifty-five dollars (\$55.00) per year (plus applicable taxes).
- (b) Employees under contract for .5 time or less who are assigned a parking stall with electrical outlet shall pay a parking fee of one-half (1/2) the fee in 13:02 (a), above.
- (c) The parking fee for itinerant teachers shall be waived.
- 13:03 The parking fee will be paid by payroll deduction on a monthly basis.

SECTION 14 - Reimbursement for Vehicle Expenses

- 14:01 Employees required by the Board to travel in the performance of their duties and who are authorized by the Director of Education or designate to claim vehicle expenses shall be reimbursed in accordance with the prevailing Public Service/S.G.E.U. collective agreement per kilometre rates or minimum daily travel rates (whichever is applicable). Effective the date of ratification, reimbursement will be provided for in-city travel related to extra-curricular activities authorized by the Board.
- 14:02 (a) Employees authorized to receive a reimbursement and for whom travel expectations may not be determined shall submit a monthly statement of distance travelled for approval. In the cases of claims less than \$20 per month, claims may be made when amount owed exceeds \$20 or at the end of the school year.
- (b) Claim forms must be authorized by the immediate supervisor prior to forwarding to Accounting.
- (c) Rates shall be confirmed semi-annually (January 1 and August 1 of each year) and adjusted at those dates, if required.
- 14:03 No payment shall be made for travel between home and a designated place of employment.

SECTION 15 - Preparation Time

Preparation time is recognized by the Board and teachers as a benefit to students and teachers and is time used individually and collectively to support student and collegial learning. Preparation time is time (other than recess and lunch period) when the teacher is not performing instructional tasks involving direct interaction with students within the school day as defined by the **Education Act 1995**. The parties recognize that various factors affect preparation time practices.

- (a) Elementary teachers shall receive preparation time that is equivalent to two hundred and eighty-five (285) minutes per week. This shall be delivered as two hundred and forty-seven and a half (247.5) minutes of preparation time embedded in the weekly school calendar and five (5) common dismissal days set aside for planning purposes. It is preferred that preparation time is delivered in blocks of 30 minutes or more.
- (b) Secondary teachers shall receive preparation time that is equivalent to two hundred and eighty-five (285) minutes per week.
- (c) Preparation time for part time teachers will be prorated to their teaching schedule.
- (d) In order to support student learning in alternative programs, it is understood that flexibility may be required in the scheduling for and the assigning of preparation time. This will occur in consultation with the teacher(s) and their principal. Nothing in this clause will impact total preparation time.

SECTION 16 - Board of Review

- 16:01 The Board of Review shall consist of six (6) members, three (3) of whom shall be appointed by the Board of Education and three (3) of whom shall be appointed by the teachers.
- 16:02 The Board of Review shall choose a chairperson from its membership as determined by the members.
- 16:03 The chairperson shall have the right to vote on all questions.
- 16:04 The Board of Review will receive and consider appeals by teachers related to interpretations of this agreement or the ***Provincial Collective Bargaining Agreement***.
- 16:05 Appeals are to be submitted in writing to the chairperson of the Board of Review.

- 16:06 The Board of Review shall meet annually during September or as soon as possible thereafter for the purpose of selecting a chairperson and shall meet at the call of the chair to consider appeals.
- 16:07 The Board of Review shall report to the Board of Education through the Director of Education with respect to each appeal and may submit recommendations.
- 16:08 Reports shall be submitted within thirty (30) days of receipt of the appeal except that, in extenuating circumstances, the time may be extended.
- 16:09 In the event that the teacher is not satisfied with the final disposition of the appeal, further action may be taken in accordance with Section 256, ***The Education Act, 1995.***

SECTION 17 - General Provisions

- 17:01 Any teacher, who leaves the employ of the Board but who has taught during the tenure of this agreement or any part thereof, shall be entitled to any benefit that might accrue as a result of this agreement and, in particular, such teacher shall be entitled to the benefit of any allowance that may result from this agreement.
- 17:02 If any provisions of this agreement or of any collective agreement made in pursuance thereof are found to be contrary to the provisions of any law, now or hereafter enacted, this agreement will not be abrogated, but it is subject to such amendments as may be necessary to bring it into conformity with the law.

SECTION 18 - Term of Contract

- 18:01 The collective agreement shall be effective July 1, 2011 to June 30, 2014.
- 18:02 Collective bargaining shall commence no later than 120 days prior to the expiration of the collective agreement.

18:03 This agreement shall remain in effect until such time as a new agreement has been ratified and signed on behalf of the Board and the teachers employed by the said Board.

Agreed to this 30th day of June, 2011.

SIGNED ON BEHALF OF:

THE SASKATOON PUBLIC SCHOOL
DIVISION, NO. 13

THE PUBLIC TEACHERS OF THE
SASKATOONTEACHERS' ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN: SASKATOON BOARD OF EDUCATION,
SCHOOL DIVISION NO. 13

AND: THE PUBLIC SCHOOL DIVISION TEACHERS OF THE
SASKATOON TEACHERS' ASSOCIATION

RE: DIRECT DEPOSIT FOR SUBSTITUTE TEACHERS

The Board endeavors to implement direct deposit for substitute teachers at the latest by September, 2012.

SIGNED THIS 30th DAY OF JUNE, 2011.

ON BEHALF OF:

THE SASKATOON PUBLIC SCHOOL
DIVISION, NO. 13

THE SASKATOON TEACHERS'
ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN: SASKATOON BOARD OF EDUCATION,
SCHOOL DIVISION NO. 13

AND: THE PUBLIC SCHOOL DIVISION TEACHERS OF THE
SASKATOON TEACHERS' ASSOCIATION

RE: TRANSFERS

- (a) The administration of the Saskatoon Public Schools will continue to advertise for interest in special program positions as deemed necessary.

SIGNED THIS 30th DAY OF JUNE, 2011.

ON BEHALF OF:

THE SASKATOON BOARD OF
EDUCATION

THE SASKATOON TEACHERS'
ASSOCIATION
