

## **BACKGROUND**

For 129 years, residential schools were an attempt by the Government of Canada to assimilate First Nations people. There was a mission school in Maskwacîs as early as 1894 known as Ermineskin Indian Residential school for the period from 1916 - 1975 and from 1975 until 1990, the Canadian Government assumed the responsibility for running Ermineskin Schools.

Maskwacîs began collaboration between the 4 existing school districts of Louis Bull Tribe, Ermineskin Cree Nation, Montana First Nations and Samson Cree Nation to examine ways of improving student achievement and taking ownership of its own school system. Through the spirit and intent of our Treaty right to education, Maskwacîs united to develop a Maskwacîs Education Law and the Maskwacîs Cree Declaration of Education to move this vision forward.

In 2017, Maskwacîs amalgamated 11 schools from 4 separate education authorities to create the Maskwacîs Education Schools Commission otherwise known as MESC. MESC believes the main step that Canada can take to uphold the spirit and intent of our Treaty right to education is to properly fund schools controlled by First Nations communities.

Currently, the Maskwacîs Education Schools Commission is located on Treaty No. 6 Territory and owned and operated by the Ermineskin Cree Nation, Louis Bull Tribe, Montana First Nations and Samson Cree Nation. MESC is in year 6 of the 10 year Maskwacîs Resource and Development Agreement and is situated in central Alberta, operating 10 schools, 20 buildings, with approximately 504 employees and a budget of \$75M annually.

MESC is the education authority for the Maskwacîs Cree offering an Indigenized curriculum, by embedding Cree culture, language, and traditions into the school with emphasis on Iyiniw Mamitonehiciken, Nehiyawewin, Nehiyaw Pimatisowin and Wahkohtowin.

## **PROJECT SUMMARY**

Maskwacîs Education Schools Commission seeks proposals from interested public accounting firms for the provision of independent audit services for the fiscal year 2025 to 2029, inclusive.

The Request for Proposal (RFP) outlines the requirements for the annual audit services to be provided by the successful proponent, herein referred to as the Contractor, auditors or Audit Firm.



## **CLOSING DATE**

Proposals will be accepted until **4:00 p.m.** on **Wednesday, May 15, 2024.**

The Board of Directors reserves the right to request additional information from companies and/or to request a subsequent proposal presentation to the Audit Committee. The Board of Directors also reserves the right to decline any or all proposals made.

**ONLY** electronic submissions will be accepted. Clearly mark on the subject area **“PROPOSAL FOR EXTERNAL AUDIT”** and addressed to:

[trinavy@maskwacised.ca](mailto:trinavy@maskwacised.ca)

## **ELIGIBILITY**

The firm must demonstrate an ability to carry out the audit to full professional standards, in conformity with Indigenous Service Canada requirements, Public Sector Accounting Standards and Board expectations.

## **TERMINATION OF CONTRACT**

Maskwacîs Education Schools Commission reserves the right to terminate the contract within 30 days' written notice under the following circumstances:

1. The auditing firm fails to perform in accordance with the specified service requirements as presented in this RFP.
2. The auditing firm fails to provide any service as specified in the agreement without prior written notice.
3. The auditing firm fails to meet the provisions of the RFP to any significant degree.

## **SCOPE OF AUDIT**

Annual audits shall include:

1. Examination of all relevant records of the Board.
2. Evaluation of internal controls and preparation of the management letter.
3. Audit of Board financial statements and all required schedules.
4. Completion of Financial Statement Notes.
5. Completion of the audit by July 28 in each year.

Specifically included will be all related audit and certification work required by the Maskwacîs Education Law and various provincial and federal ministries and agencies.



The responsibilities of the auditor will generally be limited to the expression of an opinion on the financial statements and discussion with respect to presentation and disclosure. They will not include accounting work, physical preparation of financial statements, schedules, working papers or any other non-audit responsibilities.

The auditor may be requested to provide professional counsel to Maskwacis Education Schools Commission for issues related to the above as well as day-to-day operations of the school division.

## **GENERAL REQUIREMENTS**

### Annual Schedule

Prior to May 15th of each year, the Board's auditor (hereinafter referred to as the auditor) and the Associate Superintendent of Business Services shall meet to prepare a schedule of audit activities that will accommodate the needs of the Board for submission of the Audited Financial Statements of the Board for the year concerned by July 28<sup>th</sup> or such earlier deadline as may be required by Indigenous Services Canada.

The above-mentioned schedule will set out:

1. The important key dates for necessary information to be assembled by both parties.
2. A timetable and list of all the necessary schedules, working papers, analyses and other information relevant to statement preparation.
3. A definition of the responsibilities of both Board staff and auditor with respect to preparation of all required documents bearing in mind that there is to be as much involvement from Board staff as possible so that the annual statement may be assembled by Board personnel and at the least cost to the Board.
4. Dates for meetings between Board personnel and the auditor to review progress made by both parties.

### Firm Qualifications and Experience

The Proponent should state the size of the firm, the size of the firm's governmental audit staff, location of the firm, the number and nature of the full time professional audit staff, the number and nature of the part-time staff, and provide information regarding their knowledge on provincial and federal government auditing knowledge and experience.

### Insurance

Any Contract resulting from this RFP will require the Auditor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Contract term



professional liability insurance in the amount not less than \$2,000,000 insuring the contractor's liability resulting from errors and omissions in the performance of professional services under Contract.

### Qualified Statements

The Auditors shall immediately upon discovery of information or conditions which would otherwise lead to the inclusion of a statement of qualifications with respect to the Board's financial statements, inform and fully discuss such matters with the Associate Superintendent of Business Services and Chair of the Audit Committee. In addition, the auditor shall allow a reasonable period of time for investigation, analysis and reporting to correct the problem to avoid the inclusion of such qualifications.

### Delivery of Audited Financial Statements

Audited Financial Statements shall be delivered to the attention of the Associate Superintendent of Business Services by the deadlines set out in the annual schedule.

### Audit & Finance Committee

The Audit and Finance Committee will review the draft statements with the Associate Superintendent of Business Services. If there are further concerns and clarification requested by the Audit and Finance Committee, the auditor shall provide such information as requested to enhance Audit Committee members' understanding of matters pertaining to the statements.

### Management Letter

As part of the annual audit, the auditor shall prepare and deliver to the Associate Superintendent of Business Services and Superintendent, letters conveying the concerns relative to the internal accounting and operating controls and/or other matters of material importance with respect to their operations, which have been discovered in the course of the audit. The auditor shall also meet with the Associate Superintendent of Business Services and Superintendent to discuss the concerns identified and how they might be addressed by Maskwacis Education schools Commission

### Engagement Letters

The Board and auditor shall prepare and exchange annual engagement letters that will specify the responsibilities to be discharged by each of the parties.

Adherence to the critical dates outlined with this Proposal Call and the annual schedule referred to above will be an essential feature of satisfactory performance under the audit contract. The agreed year-end plan will be incorporated in the annual engagement letter which will be required under the audit contracts.

### Superintendent Performance Assessment Indicators



As part of the annual audit, the auditor shall prepare and deliver to the Superintendent a letter addressing their opinion relating to the following performance assessment indicators:

- Generally Accepted Accounting Principles are being followed
- Adequate internal controls exist and are being followed
- All collective agreements and contracts are being administered and interpreted so staff and contract personnel are being paid appropriately and appropriate deductions are being made
- School based funds are expended as per approved budgets
- The Board is informed annually about incurred liabilities
- The Board is informed immediately regarding pending litigation

## **TERM**

The term of appointment by the Board of Governors will be five years. The first year of appointment will be for the fiscal year ending March 31, 2025 to March 31, 2029.

## **BASIC INFORMATION REQUIREMENTS**

Proposals should include the following information as a minimum:

1. An introduction to the firm, address and contact person
2. The firm's experience in providing audit services to the not-for-profit sector
3. Demonstrated knowledge and expertise working with First Nations Organizations
4. A description of the qualifications of the service team that will be directly responsible for the audit
5. Fee structure for audit services including an estimate of the hours expected to perform the annual audit, an estimate of the fees for non-audit specific services and expected out-of-pocket costs
6. Profile of the senior staff to be assigned, including the client partner. Please indicate in your proposal the anticipated time of the partner's involvement
7. Description of audit strategy and proposed timeline
8. Three references, preferably from within the not-for-profit sector, including name and contact information for whom the firm has provided audit services in the past five years
9. Disclosure of any other actual or perceived conflict in the acceptance of the appointment as auditor



## **BASIS OF AWARDING THE CONTRACT**

Proposals meeting the mandatory requirements will be assessed against the evaluation criteria indicated below.

<b>Capability of Proponent and Audit Team</b>	<b>25%</b>
<b>Proposed Audit Strategy</b>	<b>45%</b>
<b>References</b>	<b>10%</b>
<b>Fees</b>	<b>20%</b>
<b>Total</b>	<b>100%</b>

Questions concerning this request for proposal or any additional information regarding Maskwacis Education Schools Commission may be directed to Trina Vy, CPA, CMA ([trinavy@maskwacised.ca](mailto:trinavy@maskwacised.ca)) (780)585-3333 or Glenda Omeasoo, Director of Finance ([glendaomeasoo@maskwacised.ca](mailto:glendaomeasoo@maskwacised.ca))