

**The Board of Education of  
School District No. 61 (Greater Victoria)**

**Regular Board Meeting**

**Monday, October 19, 2015 - 7:30 p.m.**

**Tolmie Boardroom  
556 Boleskine Road**

**(Please note that an In-Camera Board meeting  
will precede the Regular Board meeting)**



**The Board of Education of School District No. 61 (Greater Victoria)  
Regular Board Meeting, Monday, October 19, 2015 @ 7:30 p.m.  
Tolmie Boardroom, 556 Boleskine Road**

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**AGENDA**

**A. COMMENCEMENT OF MEETING**

*The Greater Victoria School District wishes to recognize and acknowledge the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.*

- A1. Approval of the Agenda** (p 01-04)
- A2. Approval of the Minutes**
  - a) Approval of the September 28, 2015 Regular Board Minutes (p 05-10)
- A3. Business arising from the Minutes**
- A4. Student Achievement**
  - a) Tarj Mann, Principal, Braefoot Elementary School
- A5. District Presentations**
- A6. Community Presentations** (5 minutes per presentation)

**B. TRUSTEE REPORTS**

- B1. Chair's Report**
- B2. Trustees' Reports**

**C. BOARD COMMITTEE REPORTS**

- C1. Education Policy Development Committee**
  - a) Minutes from the October 5, 2015 meeting – Information only (p 11-14)

***Note: This meeting is being audio and video recorded.  
The video can be viewed on the District website.***

## b) Recommended Motions:

- i) 

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| That the Board of Education of School District No. 61 (Greater Victoria) extend the Coastal Kindergarten pilot program of choice at James Bay and South Park by one year to June 2017. |
|--|

 (p 15-17)
- ii) 

|   |
|---|
| That the Board of Education of School District No. 61 (Greater Victoria) formally dissolve the District Gay Straight Alliance Advisory Committee in order to reflect that the District GSA currently functions as a club. |
|---|
- iii) 

|  |
|--|
| That the Board of Education of School District No. 61 (Greater Victoria) rescind the motion passed May 19, 2015 stating, " <i>That the Board of Education of School District No. 61 (Greater Victoria) direct the Chair to task the District Gay Straight Alliance Advisory Committee with developing a draft policy on Gender Identity and Gender Expression (in accordance with Bylaw 9210 The development of Policy; and Policy 1163 Consultation) to ensure the safety and support of transgender and gender variant students and their families, and present it to the Education Policy Development Committee with recommendations for implementation,</i> " in light of the fact that the District Gay Straight Alliance Advisory Committee has dissolved. |
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**C2. Operations, Policy and Planning Committee**

- a) Minutes from the October 13, 2015 meeting – Information only (p 18-23)
- b) Recommended Motions:
  - i) 

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| That the Board of Education of School District No. 61 (Greater Victoria) direct the Secretary Treasurer to review Board Bylaw 9360 and recommend changes that would address electronic communication. |
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 (p 24-25)
  - ii) 

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| That the Board of Education of School District No. 61 (Greater Victoria) receive a report at the September 2016 Operations, Policy and Planning Committee meeting showing the disbursements to date from the Parent Education Fund. |
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  - iii) 

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| That the Board of Education of School District No. 61 (Greater Victoria) formally dissolve the Culture and Community Ad Hoc Committee by no later than December 31, 2015. |
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  - iv) 

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| That the Board of Education of School District No. 61 (Greater Victoria) direct the Superintendent to complete a draft Terms of Reference for the Ad Hoc Board Standing Committee Review Committee for the October 19, 2015 Regular Board meeting. |
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**Note: This meeting is being audio and video recorded.**  
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**D. DISTRICT LEADERSHIP TEAM REPORTS****D1. Superintendent's Report**

- a) Superintendent's Report (p 26-27)
- b) Sno'uyutth Totem Pole Plaque (p 28-31)

That the Board of Education of School District No. 61 (Greater Victoria), in recognition of the \$60,000 cash contribution of the Community Association of Oak Bay, approve the expenditure of \$1000 from the capital budget of the Oak Bay High School Project to purchase a commemorative plaque for the Sno'uyutth totem pole project.

That the Board of Education of School District No. 61 (Greater Victoria) approve the commemorative plaque to be placed on the site of the Sno'uyutth totem pole.

**D2. Secretary-Treasurer's Report**

- a) Oak Bay High School Agreements (p 32-34)
  - i) Framework Agreement (p 35-41)
  - ii) NLC Agreement (p 42-60)
  - iii) Lease Agreement (p 61-72)
  - iv) Joint-Use Agreement (p 73-86)

That the Board of Education of School District No. 61 (Greater Victoria) approve the Framework Agreement; the Oak Bay High School Neighbourhood Learning Centre Operating Agreement (Schedule A to the Framework Agreement); the Lease Agreement (Schedule D to the Neighbourhood Learning Centre Operating Agreement; and the Joint Use Agreement (Schedule B to the Framework Agreement) between the Board of Education of School District No. 61 (Greater Victoria) and The Corporation of The District of Oak Bay and authorize the Board Chair and Secretary-Treasurer to execute the Agreements on behalf of the Board.

- b) 2015-2016 Capital Plan (p 87-90)

That the Board of Education of School District No. 61 (Greater Victoria) approve for submission to the Ministry of Education, the 2015/2016 Five Year Capital Plan.

**E. QUESTION PERIOD (15 minutes total)**

***Note: This meeting is being audio and video recorded.  
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**F. PUBLIC DISCLOSURE OF IN-CAMERA ITEMS**

**G. NEW BUSINESS/NOTICE OF MOTIONS**

**G1. New Business**

a) Trustee Whiteaker - Parent Education Fund

That the Board of Education of School District No. 61 (Greater Victoria) accept the application process, selection criteria, and reporting requirements as presented for implementation, and further that these documents be distributed to PACs in the Greater Victoria School District.

(p 91-93)

b) Trustee Whiteaker - Parent Education Fund

That the Board of Education of School District No. 61 (Greater Victoria) formally dissolve the Parent Education Fund Ad Hoc Committee.

c) Trustee Leonard - GVTA Meeting Request

That the Board of Education of School District No. 61 (Greater Victoria) direct the Chair of the Board to write a letter to the GVTA President Benula Larsen, thanking her for the invitation to attend a meeting with her executive on October 29<sup>th</sup>, but declining the offer to have the Board meet with any one group presenting an agenda with the intent to advance any single issue forward. The Board Chair should extend an invitation to the GVTA to place an item on one of our standing committee agendas so any issue(s) can be debated in the public.

d) Trustee Nohr - Technology Stewardship Committee

That the Board of Education of School District No. 61 (Greater Victoria) support the following revisions to the terms of reference for the Technology Stewardship Committee:

- a) Include two students as sitting members of the committee with voting rights to be selected from the Representative Advisory Committee of Students;
- b) Revise the date to June, 2016 for submission of the summary report and implementation plan to the Board; and
- c) Post all agendas and minutes on the SD 61 website.

(p 94)

**G2. Notice of Motions**

**H. ADJOURNMENT**

***Note: This meeting is being audio and video recorded.  
The video can be viewed on the District website.***



**The Board of Education of School District No. 61 (Greater Victoria)  
September 28, 2015 Regular Board Meeting - Tolmie Boardroom, 556 Boleskine Road**

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**MINUTES**

**Present:**

Trustees Edith Loring-Kuhanga, Chair, Diane McNally, Vice-Chair, Tom Ferris, Elaine Leonard, Deborah Nohr, Peg Orcherton, Rob Paynter, Jordan Watters, Ann Whiteaker

**Administration:**

Piet Langstraat, Superintendent of Schools, Debra Laser, Secretary-Treasurer, Katrina Ball, Associate Secretary-Treasurer, Shelley Green, Deputy Superintendent, Deb Whitten, Associate Superintendent, Greg Kitchen, Associate Superintendent, Tom Smith, Director of Facilities Services, Vicki Hanley, Recording Secretary

The meeting was called to order at 7:33 p.m.

Chair Loring-Kuhanga recognized and acknowledged the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.

**A. COMMENCEMENT OF THE MEETING**

**A1. Approval of the Agenda**

It was moved and seconded:

That the September 28, 2015 Agenda be approved.

**Motion Carried Unanimously**

**A2. Approval of the Minutes**

a) It was moved and seconded:

That the June 15, 2015 Regular Board Minutes be approved.

**Motion Carried Unanimously**

**A3. Business arising from the Minutes - None**

**A4. Student Achievement**

- a) Tom Aerts, Principal, Reynolds High School attended the Board meeting to speak about the school's fundraising efforts related to the Cops for Cancer campaign. Mr. Aerts stated that the entire school community embraces the fundraiser for two weeks of chaos at the beginning of each school year. Mr. Aerts then introduced three students along with teacher, Dean Norris-Jones.

Grade nine students, Natasha and Eli, spoke about their experiences with the Cops for Cancer fundraising campaign and how much it means to them to be a part of it as cancer affects everyone. Natasha stated that she had raised \$2000 and will be shaving her head on Thursday. Meggin, a grade twelve student, shared her fundraising stories and what it means to raise money for children with cancer.

Dean Norris-Jones shared his story of being a guest rider during last year's Cops for Cancer ride and the pride he felt entering Reynolds gymnasium to receive the funds that were raised by the students.

Chair Loring-Kuhanga thanked Mr. Aerts, Mr. Norris-Jones and the students for attending the Board meeting.

**A5. District Presentations - None**

**A6. Community Presentations**

- a) Butch Dick Sr., Songhees First Nation, attended the Board meeting to share with Trustees the vision, concept and reality of the Sno'uyutth pole project for the new Oak Bay High School. Mr. Dick spoke about the significance of the project and how it is a symbol of community collaboration.
- b) Gerald Smeltzer, Community Association of Oak Bay, attended the Board meeting to speak about the Sno'uyutth Pole project for the new Oak Bay High School and the vision for the raising, blessing and dedication ceremony.

**B. TRUSTEE REPORTS**

**B1. Chair's Report**

Chair Loring-Kuhanga welcomed staff and students back from the summer break and introduced and welcomed new Superintendent, Piet Langstraat. Chair Loring-Kuhanga shared Piet's background prior to arriving in Victoria and thanked Deputy Superintendent, Shelley Green, for being Acting Superintendent over the summer break.

Chair Loring-Kuhanga reported that she attended the Canadian School Board Association National Trustee Gathering on Aboriginal Education and the Annual Congress in July and was honored to be a guest speaker regarding her residential school motion.

Chair Loring-Kuhanga further reported that Trustees participated in a one day Strategic Planning Workshop in August and anticipates that the 'draft' document will be ready for input by January.

Lastly, Chair Loring-Kuhanga advised that Secretary-Treasurer, Debra Laser, has announced that she will be retiring from the school district in January 2016 and that the Board has contracted with the executive search firm, Davies Park, to recruit for a new Secretary-Treasurer.

**B2. Trustees' Reports**

- a) Trustee McNally recognized Chair Loring-Kuhanga as she was recently honored to receive the Inspiration Award from the First Nations Health Directors Association at their Annual General Meeting on September 16, 2015.
- b) Trustee Whiteaker reported that she would be attending the British Columbia School Trustees Association Provincial Council meeting on October 23, 2015 and suggested that if Trustees have any feedback or input to provide it to her prior to the meeting.
- c) Trustee Orcherton reported that she attended a Healthy Saanich Advisory Committee meeting and provided a written report of the items discussed at that meeting.

## C. BOARD COMMITTEE REPORTS

### C1. Education Policy Development Committee

- a) The September 14, 2015 meeting minutes were received for information.

### C2. Operations, Policy and Planning Committee

- a) The September 21, 2015 meeting minutes were presented for information.
- b) Trustee Leonard referred to the minutes from the Operations, Policy and Planning Committee meeting and presented the following recommended motions.

It was moved and seconded:

- i) That the Board of Education of School District No. 61 (Greater Victoria) agrees to give all three readings of Capital Amendment Bylaw No.126182, being a bylaw to provide funding for the Building Envelope Project at Esquimalt Secondary School (Facility No. 61048) in the amount of \$750,000.

**Motion Carried Unanimously**

It was moved and seconded:

- ii) That Capital Amendment Bylaw No. 126182, being a bylaw to provide funding for the building envelope project at Esquimalt Secondary School (Facility No. 61048) in the amount of \$750,000 be:

Read a first time the 28<sup>th</sup> day of September, 2015;

Read a second time the 28<sup>th</sup> day of September, 2015;

Read a third time, passed and adopted the 28<sup>th</sup> day of September, 2015;

And that the Secretary-Treasurer and Board Chair be authorized to execute and seal this bylaw on behalf of the Board.

**Motion Carried Unanimously**

It was moved and seconded:

- iii) That the Board of Education of School District No. 61 (Greater Victoria) approve naming the new theatre at Oak Bay High School "The Dave Dunnet Community Theatre."

**Motion Carried Unanimously**

Trustee Leonard presented the following recommended motion from the Operations, Policy and Planning Committee meeting. Discussion ensued amongst the Trustees.

It was moved and seconded:

- iv) That the Board of Education of School District No. 61 (Greater Victoria) establish a working group of senior staff and trustees to examine the current function of the standing committees of the Board and make recommendations on the scope of responsibilities, membership and meeting schedules and other aspects of the conduct of these committees as are deemed appropriate.

**Motion Carried**

For: Trustees Whiteaker, Watters, McNally, Loring-Kuhanga, Nohr, Paynter  
Against: Trustees Ferris, Orcherton, Leonard



## **D. DISTRICT LEADERSHIP TEAM REPORTS**

### **D1. Superintendent's Report**

Superintendent Langstraat reported that he has had the opportunity and pleasure to visit and meet staff and students at George Jay and Hillcrest Elementary Schools, Glanford Middle School and Lambrick Park, Oak Bay and Reynolds High Schools over the past month.

Superintendent Langstraat further reported that he has met with a number of staff members and stakeholder groups and will continue to schedule visits at schools until he has been to all schools in the district.

### **D2. Secretary-Treasurer's Report**

#### **a) 2014-2015 Audited Financial Statements**

Secretary-Treasurer, Debra Laser, thanked Associate Secretary-Treasurer, Katrina Ball and her team for the many hours that they spent preparing for and working with the auditors and then requested Katrina to present the 2014/2015 Audited Financial Statements.

Associate Secretary-Treasurer Ball directed Trustees to the financial statements and provided a high level overview of the financial results for the year ending June 30, 2015.

Secretary-Treasurer Laser provided Trustees with an explanation of the unrestricted and restricted operating surplus and a preliminary operating budget forecast for 2016-2017.

Discussion ensued amongst the Trustees with questions of clarification being asked of Secretary-Treasurer Laser and Associate Secretary-Treasurer Ball.

It was moved and seconded:

That the Board of Education of School District No. 61 (Greater Victoria) approve the internally restricted surplus appropriation of \$17,671,112 as shown on Schedule 2 of the Financial Statements , being held for school level funds \$6,108,287 (Note A), unspent project budgets \$2,579,856 (Note B), purchase order commitments \$682,969 (Note C), and the previously approved budgeted surplus of \$8,300,000 (Note D).

**Motion Carried Unanimously**

It was moved and seconded:

That the Board of Education of School District (Greater Victoria) approve the June 30, 2015 unrestricted operating surplus of \$4,104,554 (Note E) to be carried forward and applied towards the 2016/2017 projected deficit; (The deficit is forecast to be in excess of \$9.0 million).

**Motion Carried Unanimously**

It was moved and seconded:

That the Board of Education of School District No. 61 (Greater Victoria) approve up to \$800,000 spending for capital assets from the local capital reserve in 2015/2016.

**Motion Carried Unanimously**

It was moved and seconded:

That the Board of Education of School District No. 61 (Greater Victoria) approve the audited financial statements of School District No. 61 (Greater Victoria) for the year ended June 30, 2015; and that the Board Chair, the Superintendent and the Secretary-Treasurer be authorized to execute these statements, where applicable, on behalf of the Board.

**Motion Carried Unanimously**

b) Statement of Financial Information

Secretary-Treasurer Laser referred Trustees to the Schedules as required by the Financial Information Act for the period July 1, 2014 to June 30, 2015. Discussion ensued amongst the Trustees with questions of clarification being asked of Secretary-Treasurer Laser.

It was moved and seconded:

That the Board of Education of School District No. 61 (Greater Victoria) Approve the schedules as required by the Financial Information Act for the period July 01, 2014 TO June 30, 2015.

**Motion Carried Unanimously**

c) Summer Capital Projects

Tom Smith, Director of Facilities Services, updated Trustees with respect to the work that took place during the summer on major capital projects within the District. Using a slide show, Mr. Smith was able to give Trustees insight into the various projects, such as, playground installations at George Jay, Margaret Jenkins, Tillicum and Central schools. Esquimalt High School received a new science lab, windows and a boiler replacement. George Jay was seismically upgraded and the students have now returned to their school. The new Oak Bay High School was completed and received students on the first day of school.

**E. QUESTION PERIOD - None**

**F. PUBLIC DISCLOSURE OF IN-CAMERA ITEMS - None**

**G. NEW BUSINESS/NOTICE OF MOTIONS**

**G1. New Business - None**

**G2. Notice of Motions - None**

**H. ADJOURNMENT**

It was moved and seconded:

That the meeting be adjourned.

**Motion Carried**

The meeting adjourned at 9:41 p.m.

**CERTIFIED CORRECT**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary-Treasurer



**Education Policy Development Committee  
October 5, 2015 – James Bay Community School, 140 Oswego Street**

**Regular Minutes**

**Present: TRUSTEES**  
Deborah Nohr, Chair  
Tom Ferris  
Diane McNally  
Peg Orcherton  
Rob Paynter  
Jordan Watters

**ADMINISTRATION**

Piet Langstraat, Superintendent of Schools  
Shelley Green, Deputy Superintendent  
Greg Kitchen, Associate Superintendent  
Deb Whitten, Associate Superintendent  
Janine Roy, District Principal of Learning Initiatives  
Jeff Mitchell, Principal, James Bay Community School  
Sean McCartney, Principal, South Park Family School  
Cindy Graf, GVTA  
Ted Goodwin, VCPAC  
Read Jorgensen, VPVPA  
Willow Mak, Student Representative  
Connie Schmidt, Recording Secretary

The meeting was called to order at 7:00 pm.

Chair Nohr recognized and acknowledged the Esquimalt and Songhees Nations, on whose traditional territories we live, we learn, and we do our work.

**1. APPROVAL OF THE AGENDA**

It was moved:

That the October 5, 2015 regular agenda be approved.

**Motion Carried Unanimously**

**2. APPROVAL OF MINUTES OF EDUCATION POLICY DEVELOPMENT  
COMMITTEE MEETING – September 14<sup>th</sup>, 2015**

It was moved:

That the September 14, 2015 Education Policy Development Committee Meeting regular minutes be approved.

**Motion Carried Unanimously**

**3. BUSINESS ARISING OUT OF THE MINUTES - none**

**4. PUBLIC PRESENTATIONS - none**

**5. NEW BUSINESS**

**A. Introduction of Student Representative**

Superintendent Piet Langstraat introduced and welcomed Student Representative Willow Mak from S. J. Willis Education Centre. Willow is a second year member of the Representative Advisory Council of Students and will be attending the meetings of the board scheduled in the month of October 2015.

**B. Coastal Kindergarten Pilot Program Review**

Janine Roy, District Principal of Learning Initiatives, provided trustees with a review of the Coastal Kindergarten Pilot. She briefly outlined the Pilot's positive enrollment impact, student impact, feedback from parents and community partnerships, the operational needs and the District impacts and presented the following recommended motion:

Recommended Motion:

That the Board of Education of School District No. 61 (Greater Victoria) continue to provide the Coastal Kindergarten program of choice at James Bay and South Park as supported by staff, parents and the community.

Trustees thanked Ms. Roy for her presentation. A discussion ensued and resulted in a suggested amendment to the recommended motion.

It was moved:

*That the motion "That the Board of Education of School District No. 61 (Greater Victoria) continue to provide the Coastal Kindergarten program of choice at James Bay and South Park as supported by staff, parents and the community" be amended by deleting the words "continue to provide the Coastal Kindergarten program of choice at James Bay and South Park as supported by staff, parents and the community" and adding the words "extend the Coastal Kindergarten Pilot program of choice at James Bay and South Park by one year to June 2017."*

**Motion Carried**

For: Trustees Ferris, Nohr, Paynter, Orcherton, Watters  
Against: Trustee McNally

The Chair called the question on the main motion as amended.

It was moved:

That the Board of Education of School District No. 61 (Greater Victoria) extend the Coastal Kindergarten Pilot program of choice at James Bay and South Park by one year to June 2017.

**Motion Carried**

For: Trustees Ferris, Nohr, Paynter, Orcherton, Watters  
Against: Trustee McNally

### **C. Ministry of Education New Curriculum Announcement**

Shelley Green, Deputy Superintendent, spoke to the New Curriculum Announcement of the Ministry of Education and shared with trustees the 3-Year Curriculum Support Plan.

A question and answer period followed.

### **D. Motion**

Trustee Watters presented her motion and provided trustees with her rationale.

A discussion ensued.

It was moved:

*That the Board of Education of School District 61 (Greater Victoria) formally dissolve the District Gay Straight Alliance Advisory Committee in order to reflect that the District GSA currently functions as a club.*

**Motion Carried Unanimously**

### **E. Motion**

Trustee Watters presented her next motion.

That the Board of Education of School District 61 (Greater Victoria) rescind the motion passed May 19, 2015 stating, *"That the Board of Education of School District No. 61 (Greater Victoria) direct the Chair to task the District Gay Straight Alliance Advisory Committee with developing a draft policy on Gender Identity and Gender Expression (in accordance with Bylaw 9210 The development of Policy; and Policy 1163 Consultation) to ensure the safety and support of transgender and gender variant students and their families, and present it to the Education Policy Development Committee with recommendations for implementation,"* in light of the fact that the District Gay Straight Alliance Advisory Committee has dissolved and the development of the policy on Gender Identity and Gender Expression is being undertaken by the District Gay Straight Alliance club.

Trustee Watters explained the rationale for her motion. This was followed by a discussion and a recommendation to amend the motion.

It was moved:

That the motion "*That the Board of Education of School District 61 (Greater Victoria) rescind the motion passed May 19, 2015 stating, "That the Board of Education of School District No. 61 (Greater Victoria) direct the Chair to task the District Gay Straight Alliance Advisory Committee with developing a draft policy on Gender Identity and Gender Expression (in accordance with Bylaw 9210 The development of Policy; and Policy 1163 Consultation) to ensure the safety and support of transgender and gender variant students and their families, and present it to the Education Policy Development Committee with recommendations for implementation," in light of the fact that the District Gay Straight Alliance Advisory Committee has dissolved and the development of the policy on Gender Identity and Gender Expression is being undertaken by the District Gay Straight Alliance club*" be amended by deleting the words "*and the development of the policy on Gender Identity and Gender Expression is being undertaken by the District Gay Straight Alliance club.*"

**Motion Carried Unanimously**

The Chair called the question on the main motion as amended.

It was moved:

That the Board of Education of School District 61 (Greater Victoria) rescind the motion passed May 19, 2015 stating, "*That the Board of Education of School District No. 61 (Greater Victoria) direct the Chair to task the District Gay Straight Alliance Advisory Committee with developing a draft policy on Gender Identity and Gender Expression (in accordance with Bylaw 9210 The development of Policy; and Policy 1163 Consultation) to ensure the safety and support of transgender and gender variant students and their families, and present it to the Education Policy Development Committee with recommendations for implementation,*" in light of the fact that the District Gay Straight Alliance Advisory Committee has dissolved.

**Motion Carried Unanimously**

## **6. NOTICE OF MOTIONS - none**

## **7. ADJOURNMENT**

It was moved

That the meeting adjourn.

**Motion Carried Unanimously**

The meeting adjourned at 9:02 pm.

## Coastal Kindergarten Pilot Program Review

### October, 2015

#### Overview

- Nature-based Kindergarten program-of-choice two-year pilot began in Sept. 2014 at South Park Family School and James Bay Community School
- Learning activities following the provincial Kindergarten curriculum take place both outdoors and in the classroom on a daily basis
- Environmental stewardship and Aboriginal ways of knowing and learning are foundational components of this program

#### Timeline

|            |   |
|------------|---|
| Nov. 2014  | Greater Victoria School District approves two year Coastal Kindergarten (CK) pilot  |
| Jan. 2014  | CK Information Session attended by over 100 parents   |
| Jan. 2014  | 2014-15 CK Registration held two weeks prior to regular registration. Both CK classes fill along with regular Kindergarten classes in each school |
| Sept. 2014 | Pilot program begins  |
| Dec. 2014  | CK Information Session for 2015-2016 attended by over 100 parents   |
| Jan. 2015  | 2015-16 CK Registration held two weeks prior to regular registration. Both CK classes fill along with regular Kindergarten classes in each school |
| Mar. 2015  | CK parents surveyed for program feedback  |
| Apr. 2015  | CK teachers and administrators provide feedback   |
| Jun. 2015  | CK teachers, parents and administrators present at Ed Policy Meeting  |
| Oct. 2015  | Program Review is presented to the Board  |

#### Enrollment Impact

- CK programs had a positive impact on Kindergarten enrollment as two Kindergarten classes consistently filled in each school for two years, as past Kindergarten enrollment had fluctuated
- CK programs had a positive impact on school enrollment, as the majority of CK families remained in their school for Grade 1
- CK programs did not negatively impact registration in regular Kindergarten programs at each school, as both CK and regular Kindergarten programs filled annually
- CK programs did not negatively impact registration in neighbouring schools
- Spaces reserved for in-catchment students at James Bay Community School filled

*"School choice improves academic outcomes by allowing students to find the schools that best match their needs..."*

*- Dr. Greg Forster, 2013*



- Spaces reserved for students of Aboriginal heritage were filled in both programs in 2014-15 and 2015-16
- Aboriginal student registrations tripled in South Park CK in 2015-16

### **Student Impact**

- Coastal Kindergarten programs are well-attended on a daily basis
- All students are able to participate in the daily outdoor learning activities
- Teachers report positive impact on student learning in the areas of:
  - student engagement
  - curiosity and student inquiry
  - self-regulation, personal responsibility and independence
  - social interactions between the students as a result of daily outdoor journeys

*“Access to active play in nature and outdoors... is essential for healthy child development.”*

*- 2015 ParticipACTION Report Card on Physical Activity for Children and Youth*

*“The... time at the beach with sticks, stones, logs to play on has impacted all areas of his development: cognitive, physical, emotional, creative and social.” - CK parent, 2015*

### **Coastal Kindergarten Parent Feedback**

- Original request for an outdoor-based Kindergarten program came from parents
- 100% of CK parent respondents reported that the program had a positive impact on their child
- 100% of CK parent respondents recommended that the program continue beyond the 2 year pilot

### **James Bay and South Park PAC Feedback**

- James Bay Community School PAC and South Park Family School PAC are supportive of CK at their schools
- CK Information Sessions were supported and attended by PAC executive members from both schools

### **Community Partnerships with Coastal Kindergarten**

- Songhees Nation and Esquimalt Nation were supportive of the Coastal Kindergarten Program pilot
- City of Victoria staff partnered with Greater Victoria School District to plan collaborative initiatives and communication strategies to support the program

- University of Victoria staff are working with Coastal Kindergarten teachers and administrators to plan a study of the impact of outdoor Kindergarten programs on learning and health

### **Operational Needs Impact**

- CK Program did not affect the operational needs of the School District
- Housed within existing facilities and maintained without transportation assistance
- Subject to established planning and staffing schedules established by the District
- As both schools housed two Kindergarten programs in the past, designating one class as Coastal Kindergarten did not place any additional financial commitments on the school.

### **District Impact of Coastal Kindergarten**

- Due to interest expressed by teachers across the district, 'Learning Outdoors' professional development sessions were offered after school and were well-attended by K - 12 teachers.
- Teachers plan to continue their after school collaborative sessions focused on environmental literacy for 2015-16

*"Outdoor play has a positive effect on issues of social development, motor skills, and activity level." Katen, Hirt and Mollin (2011); Louv (2005); Youell (2008); Staempfi (2009); Dymont and Bell (2008).*

### **Conclusion**

Recommended Motion:

That the Board of Education of School District No. 61 (Greater Victoria) extend the Coastal Kindergarten Pilot program of choice at James Bay and South Park by one year to June 2017.



**Operations, Policy and Planning Committee Meeting  
October 13, 2015 – GVSD Board Office, Boardroom**

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**REGULAR MINUTES**

**Present:**

Elaine Leonard, Chair, Diane McNally, Deborah Nohr, Peg Orcherton, Rob Paynter, Jordan Watters, Ann Whiteaker

**Administration:**

Piet Langstraat, Superintendent of Schools, Debra Laser, Secretary-Treasurer, Shelley Green, Deputy Superintendent, Deb Whitten, Associate Superintendent, Greg Kitchen, Associate Superintendent, Katrina Ball, Associate Secretary-Treasurer, Mark Walsh, Manager, Labour Relations and Legal Services, Doreen Hegan, Recording Secretary

The meeting was called to order at 7:30 p.m.

Chair Leonard recognized and acknowledged the Esquimalt and Songhees Nations, on whose traditional territories, we live, we learn, and we do our work.

**1. APPROVAL OF THE AGENDA**

It was moved:

That the October 13, 2015 regular agenda be approved with the following changes: add items 5.A. Introduction of Student Representative; 9.D. Trustee Paynter - Terms of Reference for Ad Hoc Board Standing Committee Review Committee; and 10.A-C. Notice of Motions: Trustee Nohr – Technology Stewardship Committee, Trustee McNally - Bylaw 9140, Ad Hoc Committee of the Board, and Trustee Whiteaker - Parent Education Fund.

**Motion Carried**

**2. APPROVAL OF THE MINUTES**

It was moved:

That the September 21, 2015 Operations, Policy and Planning Meeting regular minutes be approved.

**Motion Carried**

**3. BUSINESS ARISING FROM MINUTES – None**

**4. PRESENTATIONS – None**

**5. SUPERINTENDENT'S REPORT**

- A.** Superintendent Langstraat introduced Willow Mak, Student Representative from S. J. Willis Education Centre.

## **B. Sno'uyutth Welcoming Pole – Oak Bay High School**

Superintendent Langstraat informed Trustees that he attended a meeting with the Community Association of Oak Bay (CAOB) and the Songhees Nation to discuss the delivery and installation of the Sno'uyutth welcoming pole, the dedication ceremony, and other remaining costs. Superintendent Langstraat advised that Farmer Construction Ltd has agreed to pay for the cost of the pole base and that the CAOB will pay for the costs related to the dedication ceremony leaving the plaque as the outstanding cost item.

Secretary-Treasurer Laser advised Trustees that the estimated cost of the plaque of \$1,000 could be funded through the Oak Bay High School capital project.

## **C. Oak Bay Engraved Brick Paver Fundraiser Update**

Superintendent Langstraat informed Trustees that he had the opportunity to meet with Secretary-Treasurer Laser, Dave Thomson, Principal, Oak Bay High School and Jim Soles, Supervisor of Building Projects regarding the Oak Bay project and fundraising efforts. He advised that Oak Bay High School will not be proceeding with the engraved brick paver fundraiser. He also advised that Oak Bay High School still needs to raise approximately \$170,000 to complete its fundraising efforts. Superintendent Langstraat informed the Committee that the commonwealth track on the Oak Bay High School property will also need to be upgraded at an estimated cost of \$200,000.

Discussion ensued amongst the Trustees.

Superintendent Langstraat stated that he would be assigning a district staff member to liaise with school fundraising committees engaging in large fundraising efforts to ensure that the District perspective on fundraising is upheld.

# **6. FINANCE AND LEGAL AFFAIRS**

## **A. International Student Program**

Jeff Davis, Director, International Student Program (ISP) presented the preliminary 2015-2016 ISP budget and explained how the school-based funding allocations are used to hire ISP Advisors (teachers) and to provide time for administrators to support the emotional needs of international students. He also explained how the program provides orientation for new students, academic transition, trips and excursions, parents' ELL programs, health seminars, and other activities to promote student engagement and adaptation. Mr. Davis responded to questions from Trustees. Chair Leonard thanked Mr. Davis for his presentation.

## **B. Use of Email for Conducting Business**

Mark Walsh, Manager, Labour Relations and Legal Services provided an overview on the appropriate use of email for conducting the business of the Board. Mr. Walsh advised that the Board can only act within the framework of its by-laws and policies and subject to the School Act. Discussion ensued amongst the Trustees with questions of clarification asked of Mr. Walsh.

It was moved:

That the Board of Education of School District No. 61 (Greater Victoria) direct the Secretary-Treasurer to review Board Bylaw 9360 and recommend changes that would address electronic communication.

**Motion Carried Unanimously**

### **C. 2016-2017 Budget Planning Cycle**

Secretary-Treasurer Laser reviewed the proposed 2016-2017 Budget Plan. Trustees indicated support for the plan and a desire to have increased public engagement at budget meetings.

### **D. Enrolment Update**

Secretary-Treasurer Laser provided Trustees with an enrolment update for 2015-2016 and noted that actual enrolment has increased 410.6 FTE over projected enrolment and 256.2 FTE over enrolment in the previous year.

### **E. Parent Education Fund Update**

Trustee Whiteaker informed the Committee that the Ad Hoc Parent Education Fund Committee met on October 2 and October 9, 2015 to develop an application process, eligibility and criteria to be considered for funding, selection criteria and reporting requirements for the Parent Education Fund. Trustee Whiteaker provided the Committee with a Request for Parent Education Funding Form, the Parent Education Funding Final Summary Report, as well as an implementation plan and timeline for the Parent Education Fund.

Discussion ensued amongst the Trustees with questions of clarification being asked of Ad Hoc Committee members. Superintendent Langstraat suggested that Deputy Superintendent Green, a senior staff member, and a Trustee could be part of the selection team.

The Ad Hoc Parent Education Fund Committee recommended that the following motions be considered at the October 19, 2015 Regular Board of Education meeting:

That the Board of Education of School District No. 61 (Greater Victoria) accept the application process, selection criteria, and reporting requirement as presented for implementation, and further that these documents be distributed to PACs in the Greater Victoria School District.

That the Board of Education of School District No. 61 (Greater Victoria) formally dissolve the Parent Education Fund Ad Hoc Committee.

## **7. PERSONNEL**

### **A. Meeting with Employee Groups**

Chair Leonard provided the Committee with information about a recent invitation received by Trustees to meet with one of the employee groups. Discussion ensued amongst the Trustees with concerns raised about discerning the difference between formal meetings and social gatherings intended to strengthen relationships.

Chair Leonard provided a notice of motion for the October 19, 2015 Regular Board of Education meeting to recommend that the Board chair respond in writing to the Greater Victoria Teachers Association's invitation to attend a meeting on October 29, 2015.

## **8. PUBLIC DISCLOSURE OF IN-CAMERA ITEMS - None**

## **9. NEW BUSINESS**

### **A. Trustee Orcherton – Parent Education Fund**

Trustee Orcherton presented her motion and rationale.

That the Board of Education of School District No. 61 (Greater Victoria) receive a report at the May 2016 Operations, Policy and Planning Committee meeting showing the disbursements to date from the Parent Education Fund.

Discussion ensued amongst the Trustees with an amendment suggested to the main motion.

It was moved:

To amend the main motion by replacing "May" with "September".

**Motion Carried**

For: Trustees McNally, Nohr, Orcherton, Paynter, Watters, Whiteaker

Against: Trustee Leonard

Chair Leonard called for a vote on the amended main motion.

It was moved:

That the Board of Education of School District No. 61 (Greater Victoria) receive a report at the September 2016 Operations, Policy and Planning Committee meeting showing the disbursements to date from the Parent Education Fund.

**Motion Carried**

For: Trustees McNally, Nohr, Orcherton, Paynter, Watters, Whiteaker

Against: Trustee Leonard

Trustee Orcherton left the meeting at 9:30 p.m.

## **B. Trustee Nohr – Culture and Community Ad Hoc Committee**

Trustee Nohr presented her motion and rationale. Discussion ensued amongst the Trustees with concerns expressed about the ad hoc committee not being established as per Bylaw 9140 *Ad Hoc Committee of the Board*.

Associate Superintendent Whitten informed Trustees that the Culture and Community committee is comprised of representatives from our stakeholder groups who have been working collaboratively to create a set of guiding principles to be used to assist our school and work environments to develop a culture that reflects values and aspirations of our school district community. The invited feedback indicated very positive responses and support for the draft principles. In order to avoid potential overlap with the Strategic Plan, the committee suspended its work and provided the facilitator of the strategic planning process with the draft guiding principles. Once the strategic planning process was completed, the committee would then see how they could continue their work.

Chair Leonard called for a vote on the motion.

It was moved:

That the Board of Education of School District No. 61 (Greater Victoria) formally dissolve the Culture and Community Ad Hoc Committee by no later than December 31, 2015.

**Motion Carried**

For: Trustees McNally, Nohr, Paynter, Watters

Against: Trustee Leonard

Abstained: Trustee Whiteaker

## **C. Trustee Watters – Budget Committee**

Trustee Watters withdrew her motion.

That the Board of Education of School District No. 61 (Greater Victoria):

- a) establish an Ad Hoc Budget Committee to develop a restoration budget for the fiscal year 2015-16; and
- b) accept the attached Terms of Reference for the Ad Hoc Budget Committee as per Bylaw 9140 *Ad Hoc Committee of the Board*.

**Motion Withdrawn**

## **D. Trustee Paynter – Terms of Reference for Ad Hoc Board Standing Committee Review Committee**

Trustee Paynter initiated discussion with Trustees regarding the creation of a Terms of Reference for the Ad Hoc Board Standing Committee Review Committee. Discussion ensued amongst the Trustees with points raised about consistent formatting and clarification of who is responsible for writing terms of reference documents.

It was moved:

That the Board of Education of School District No. 61 (Greater Victoria) direct the Superintendent to complete a draft Terms of Reference for the Ad Hoc Board Standing Committee Review Committee for the October 19, 2015 Regular Board Meeting.

**Motion Carried Unanimously**

## **10. NOTICE OF MOTIONS**

### **A. Trustee Nohr – Technology Stewardship Committee**

Trustee Nohr provided notice of motion for the October 19, 2015 Regular Board of Education meeting.

### **B. Trustee McNally – Bylaw 9140, Ad Hoc Committee of the Board**

Trustee McNally provided notice of motion for the November 9, 2015 Regular Operations, Policy and Planning Committee meeting.

### **C. Trustee Whiteaker – Parent Education Fund**

Trustee Whiteaker provided notice of motions for the October 19, 2015 Regular Board of Education meeting.

## **11. GENERAL ANNOUNCEMENTS – None**

## **12. ADJOURNMENT**

It was moved:

That the meeting adjourn.

**Motion Carried**

The meeting adjourned at 10:12 p.m.



TO: Operations Policy and Planning Committee

FROM: Mark Walsh, Manager, Labour Relations and Legal Services

DATE : October 13, 2015

RE: **Use of Email for Conducting Business**

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## Background

The Board has requested advice about the subject of the use of email by the Board to discuss business. Specifically, I have attempted to provide guidance as to the question of if, and when, such communication could rise to the level of a meeting.

## Response

The Board can only act through its by-laws and policies and subject to the *School Act*. Boards of education are constituted by section 65(1) of the *Act*. Boards are empowered to exercise their powers by resolution and/or bylaw by virtue of section 65(4). Section 65(3) prohibits individual trustees from exercising the rights, duties and powers of the board.

Section 67(5) requires a board to establish procedures to govern its meetings. Further, section 67(6) allows for the participation of a trustee by telephone or “other means” in a meeting. The principle of open meetings is specifically required in the *Act* at section 68 as follows:

- (1) Subject to subsection (2), the meetings of the board are open to the public.
- (2) If, in the opinion of the board, the public interest so requires, persons other than trustees may be excluded from a meeting.
- (3) ...
- (4) ...

In our district, Bylaw 9360 governs general meetings of the Board including their timing, their structure, and the provision of the agenda to the trustees and the public. Bylaw 9360.1 addresses in-camera meetings including how they are called, appropriate topics for discussion, and reporting out. Finally, Bylaw 9011 addresses the process and circumstances in which a poll-vote occurs.

As the Board must act within this framework the question is whether there are circumstances (such as through electronic communication) that could rise to the level of a meeting and therefore fall outside of the Board’s processes.

The case law confirms that informal discussions (including electronic communications) can rise to the level of a meeting. To determine if the electronic communication rises to the level of a meeting the case law has distilled a number of important questions to be asked including:

- Did the meeting address the “heart” of a matter?
- Did the meeting materially advance the matter and were citizens present?
- Is the appearance of fairness compromised?

If the answer to any of these questions is yes, it is likely that the communication has risen to the level of a meeting and should be avoided.

Conversely, matters of scheduling, informational updates, training sessions, general communication and “blue skying” have been found to be appropriate for informal communication settings.

A useful guidance document was released in 2012 by the Office of the Ombudsperson titled “Open Meetings: Best Practice Guide for Local Governments” and can be found at the following link:

<https://www.bcombudsperson.ca/sites/default/files/SpecialReport No-34 Open Meetings-Best Practices Guide for Local Governments.pdf>

Ultimately, the determination of whether informal communication will rise to the level of a meeting is fact specific.

Nevertheless, given the nature of the issue and the fact that neither the *School Act* nor Board policy specifically addresses this form of electronic communication the following motion is recommended:

That the Board of Education of School District No. 61 (Greater Victoria) direct the Secretary Treasurer to review Board Bylaw 9360 and recommend changes that would address electronic communication.

## OFFICE OF THE SUPERINTENDENT

556 Boleskine Road, Victoria, BC V8Z 1E8  
Piet Langstraat, Superintendent  
Phone (250) 475-4162  
Fax (250) 475-4112

TO: The Board of Education  
FROM: Piet Langstraat, Superintendent of Schools  
RE: Superintendent's Report  
DATE: October 19, 2015

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The Superintendent has been involved in a number of activities that may be of interest to the Board of Education:

1. School Visits – The Superintendent had the opportunity to visit the following schools:
  - a. Reynolds Secondary School
  - b. Esquimalt High School
  - c. Oak Bay High School Grand Opening
  - d. Campus View Elementary School
  - e. Gordon Head Middle School
2. Meetings with Stakeholder Groups - The Superintendent had the opportunity to meet with the following stakeholder groups:
  - a. ASA
  - b. CUPE 382 Executive
  - c. VPVPA Executive
3. School Presentations to the Board of Education
  - a. The Superintendent has developed a schedule that will allow for all schools to have the opportunity to present to the Board of Education at regularly scheduled Board meetings during the current term of the trustees.
  - b. The nature of these presentations will focus on school goals, successes achieved by schools related to these goals and challenges that schools are experiencing.
4. Greater Victoria School District Connections
  - a. Attached, for the information of the Board of Education, is the first edition of the Greater Victoria School District Connections electronic newsletter.
  - b. It is the intention of the Superintendent to publish this newsletter on a regular basis in order to share positive news stories from the schools within the Greater Victoria School District, parents, the media, and the larger community.

# Greater Victoria School District

## CONNECTIONS

October 5, 2015

### Calendar of Events

October 5

World Teachers' Day

October 7

International Walk to School Day

October 12

Thanksgiving—Schools Closed

October 15

The Great BC Shake Out Drill

October 23

Professional Development Day—  
Schools Closed



*October 5th marks World Teachers' Day - it is a day that celebrates the efforts of teachers on a global scale, acknowledging the important contribution made to our community in an increasingly complex, multicultural and technological world.*



### From the Superintendent's Desk

It is an honour to be the new Superintendent of Schools of the Greater Victoria School District. My goal is to provide exemplary leadership that focuses on the success of our students. I am looking forward to the opportunity to visit every school and work location in the District over the next few months.

I'd like to take this opportunity to welcome students, parents and staff. I would also like to convey a very special thank you to the Facilities staff. They did an amazing job of getting our schools ready for another school year. Thank you for all of your hard work and efforts!

Though September 30th enrolment numbers are not quite finalized, it would appear that our enrolment is higher than last year.

It has been a pleasure to visit a number of schools over this past month. I received a warm welcome at Lambrick Park Secondary School. I have also had the opportunity to visit and tour the amazing new Oak Bay High School. I toured Reynolds Secondary School and spent some time in the Flex Program. Additionally, I addressed the Reynolds staff at their retreat. I visited Glanford Middle School and was interviewed on Studio 85 by one of the Glanford students. I also toured Hillcrest Elementary School and had an introduction to a Strings class.

It is my goal to create newsletters during the school year. I would like these newsletters to contain good news stories of events that are happening in our schools. That being said, I will be relying upon schools to share good news stories with me for upcoming newsletters.

This first newsletter is brief but I felt it timely to send out today, given that it is World Teachers' Day. Thank you to all of our teachers for all that you do for the students of the Greater Victoria School District. It is truly appreciated.

My Glanford Middle School  
Studio 85 Interview



## OFFICE OF THE SUPERINTENDENT

556 Boleskine Road, Victoria, BC V8Z 1E8

Piet Langstraat, Superintendent

Phone (250) 475-4162

Fax (250) 475-4112

TO: The Board of Education

FROM: Piet Langstraat, Superintendent of Schools

RE: Sno'uyutth Totem Pole at Oak Bay High School

DATE: October 19, 2015

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### Background

As trustees are aware, the Community Association of Oak Bay (CAOB) has been involved in a fundraising effort to install a totem pole at Oak Bay High School. To date, CAOB has raised approximately \$60,000 in cash donations and approximately \$32,000 of in-kind contributions. Included in the cash contributions are two grants from the District of Oak Bay totalling \$20,000.

The majority of the cash funds raised have gone toward the purchase of the totem pole, its delivery to the Oak Bay High School site and insurance. In-kind contributions have included such things as trucking, engineering, event costs and newspaper advertising.

Butch Dick (Songhees Nation), Nella Nelson (ANED), Gerald Smeltzer and Gail Price-Douglas (CAOB), Dave Thomson (Oak Bay High School) and the Superintendent met on Thursday, October 8, 2015 to discuss the Sno'uyutth project.

There are three major elements remaining in order to complete the project:

1. Dedication Ceremony – Representatives from the Songhees Nation and CAOB will take the lead on the Dedication Ceremony. CAOB will pay the expenses related to the Dedication Ceremony.
2. Installation of the Totem Pole – Farmer Construction has agreed to pay the expenses associated with the construction of the base and the final grouting in place of the pole.
3. Commemorative Plaque – The cost of the commemorative plaque is approximately \$1000. There is funding available within the capital budget of the Oak Bay High School project to cover this expense.

A proof of the plaque and its location on the boulder designated for the site is attached for the consideration of the Board of Education.

.../2

**Recommended Motions:**

**That the Board of Education of School District 61 (Greater Victoria), in recognition of the \$60,000 cash contribution of the Community Association of Oak Bay, approve the expenditure of \$1000 from the capital budget of the Oak Bay High School Project to purchase a commemorative plaque for the Sno'uyutth totem pole project.**

**That the Board of Education of School District 61 (Greater Victoria) approve the commemorative plaque to be placed on the site of the Sno'uyutth totem pole.**

**T**his pole was commissioned by the Community Association of Oak Bay and gifted to the Victoria School District, 2015. It stands on the traditional territory of the Lkwungen speaking people as a grace to the new Oak Bay High School. This project is a tribute to the ancestors of the Songhees and Esquimalt Nations in recognition of the original people of this land. It is offered in a spirit of collaboration and friendship, as a symbol of respect and reconciliation.

The spirit of Na'tsa'maht (Unity) among people, and the quest for knowledge and awareness, is essential to co-existence and the sharing of our environment. The Lkwungen people and the people of Oak Bay lift up their hands to the many people who have contributed to this vision that will here stand as a legacy and celebration of the spirit of all the people of this place.

This pole was the work of many hands. We recognize the financial contribution of the following donors:

THE DISTRICT OF OAK BAY  
THE ROTARY CLUB OF OAK BAY  
VANCITY CREDIT UNION  
OAK BAY HERITAGE COMMISSION  
CAPITAL REGIONAL DISTRICT ARTS DEVELOPMENT  
ISLAND SAVINGS CREDIT UNION  
VICTORIA REAL ESTATE BOARD  
ANONYMOUS • HEATHER MILNES • JOSEPH BLAKE  
OAK BAY MARINE GROUP • NEW UNKNOWN • NEW UNKNOWN  
And the many individual donors, fundraisers and volunteers  
that make a community driven project become reality.



# Sno'iyuth "SPREADING GOOD ENERGY"



High on the pole stands the **Earth Mother**, the foundation of all living things.

She is embracing two **blue herons** (Snuckwa), a sign of serenity and peace.

Below the herons are two **Coho salmon** which used to spawn in nearby Bowker Creek.

**Sea Otters** and **River Otters** were considered to be sources of "good medicine" and keepers of the spirit for the Lkwungen people. Carvings of otters once adorned the house posts of longhouses.

The foundation of the pole is the **Frog**, a sign of new beginnings and expressive of reconciliation.

The **Eagle** perched on the pole is the messenger between the Grandfather sun and the people of the earth.

The **Earth Mother's** hair cascades down the entire length of the pole to symbolize the creeks, rivers and streams that are the lifeblood of all life on earth.

The **Camas** plant was a staple food source of the Lkwungen people and together with Coho salmon and Herring were an essential part of their "Box of Treasures".

POLE DESIGN BY RUTCH DICK, LKWUNGEN MASTER CARVER • POLE CARVING BY CLARENCE DICK JR.







**TO:** Board of Education

**FROM:** Debra Laser, Secretary-Treasurer  
Tom Smith, Director of Facilities Services

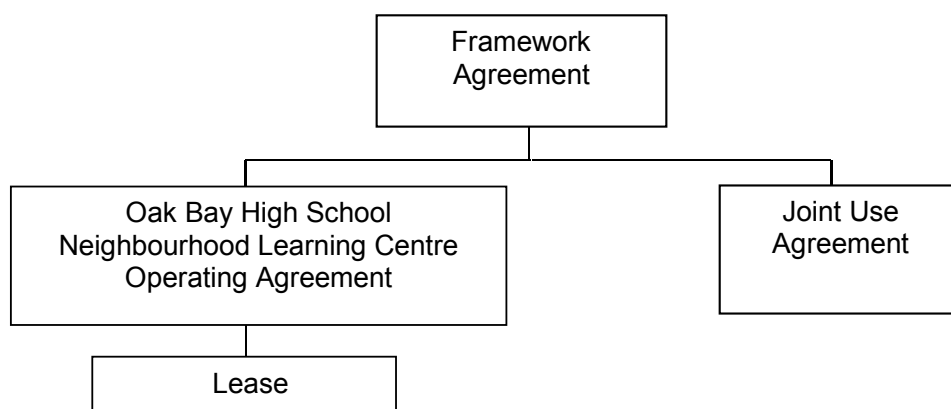
**DATE:** October 19, 2015

**RE:** Agreements with The Corporation of the District of Oak Bay for the Oak Bay High School Neighbourhood Learning Centre and Joint-Use of Municipal /School Board Facilities

In March 2012 the Board approved the Capital Project Agreement with the Ministry of Education for the replacement of Oak Bay High School. The project agreement contained an area allocation within the facility for a Neighbourhood Learning Centre (NLC) to be operated by the Oak Bay Parks and Recreation Department (OBPR) for community programming.

Board staff began discussions with OBPR in the fall of 2014 to create an operating agreement for the NLC. Reflecting the history of the school district and OBPR working cooperatively together, a Joint Use Agreement for the reciprocal use of school and municipal facilities in Oak Bay has also been created.

The Agreements are being placed before both the Board of Education and Oak Bay Municipal Council for approval to formalize the arrangements between the two parties. The Agreements recommended for approval in this report are structured as illustrated below:



The Framework Agreement sets the framework for the relationship between the parties and ties all use of municipal and board facilities and programs together. The NLC Operating Agreement and Lease will govern the relationship between Oak Bay and the Board of Education in relation to the use of the NLC space, the use of parking spaces and the annual rental payments. The Joint Use Agreement covers the reciprocal use of each other's facilities and provides for improved access to municipal facilities such as the arena, pool, tennis bubble and the indoor field for all of our schools in the Oak Bay community.

The following paragraphs highlight the significant aspects of each agreement.

### **The Framework Agreement**

The Framework Agreement is the overarching agreement which incorporates within it an Operating Agreement and a Joint Use Agreement. It sets out the background facts regarding the Oak Bay High School NLC, the Goldsmith Avenue Parking Lot, the Joint Use of Facilities and the agreement to consult with one another should any significant changes be contemplated to the facilities.

### **The Neighbourhood Learning Centre Operating Agreement**

The Operating Agreement is focused on the detailed arrangements for the Neighbourhood Learning Centre. The NLC includes five activity rooms, a daycare area with a secure exterior play area, a teen centre, an NLC office, kitchen and staff room, and associated circulation or corridor areas, storage areas, washrooms and entrance foyer. The NCL space also includes storage space in classrooms throughout the school (dance studio, arts rooms, foods and tech rooms) where Oak Bay Parks and Recreation have traditionally run community programs.

The term of the Operating Agreement (and Lease) is 25 years plus three five year renewal periods, for a total of 40 years. The agreement sets out the operating regulations, permissible uses, the responsibility for operations, maintenance and repair and liability and property insurance.

The lease fee is based on an annual contribution (\$45,324) towards capital renewal along with actual costs for the proportionate share of the school's operating and maintenance costs based on the floor area of the leased area to the size of the overall school (estimated at \$44,660 for the first year). The lease amount will be adjusted each year based upon the costs of the previous year in respect to operating and maintenance. The Board will deposit the capital renewal contribution into a trust fund for future capital renewal of the NLC.

Oak Bay will be responsible for daily cleaning and minor maintenance and repair for the NLC.

A Lease Document is Schedule "D" to the NLC Operating Agreement. It is a formal lease that sets out terms and conditions and secures the use of the space within Oak Bay High School for the purpose of providing educational and community uses.

### **Joint Use Agreement**

The school district and Oak Bay Parks and Recreation have a long history of working together to provide reciprocal access to school and municipal facilities in Oak Bay.

The Joint Use Agreement provides improved access to municipal recreation facilities for all Oak Bay Schools, and provides municipal access to the community theatre and arts facility and various rooms within Oak Bay High School.

The Joint Use Agreement includes operating regulations and booking procedures that allow schools and Oak Bay Parks and Recreation to plan programs ahead of time. The Agreement identifies the priority of use, with the owner of the facility having first priority for their own facilities.

Schedule "B" of the Joint Use agreement identifies the targeted hours of reciprocal use of each other's facilities. This schedule was developed with consideration of the historic use and anticipated future needs of our schools in Oak Bay and OBPR Programs. Principals at our Oak Bay schools were consulted.

The following motion is recommended:

That the Board of Education of School District No. 61 (Greater Victoria) approve the Framework Agreement; the Oak Bay High School Neighbourhood Learning Centre Operating Agreement (Schedule A to the Framework Agreement); the Lease Agreement (Schedule D to the Neighbourhood Learning Centre Operating Agreement; and the Joint Use Agreement (Schedule B to the Framework Agreement) between the Board of Education of School District No. 61 (Greater Victoria) and The Corporation of The District of Oak Bay and authorize the Board Chair and Secretary-Treasurer to execute the Agreements on behalf of the Board.

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER  
VICTORIA) AND  
THE CORPORATION OF THE DISTRICT OF OAK BAY**

**FRAMEWORK AGREEMENT**

THIS AGREEMENT dated for reference this 1<sup>st</sup> day of September, 2015.

BETWEEN:

**The Board of Education of School District No. 61 (Greater Victoria)**, a School District duly constituted under the *School Act*, R.S.B.C. 1996, c. 412 and having its office at 556 Boleskine Road, the City of Victoria, Province of British Columbia, V8Z 1E8

(the "**Board of Education**")

AND:

**The Corporation of the District of Oak Bay**, a Municipal Corporation, duly constituted under the laws of the Province of British Columbia and an office at 2167 Oak Bay Avenue, the City of Victoria, Province of British Columbia, V8R 1G2

(**"Oak Bay"**)

WHEREAS:

- A. The Board of Education has undertaken the construction of a new high school situated within the boundaries of Oak Bay (the "New High School");
- B. Oak Bay has contributed ONE MILLION DOLLARS (\$1,000,000) in capital funding to the School District for a community theatre and arts facility (the "Community Theatre and Arts Facility") within the New High School which will enhance the New High School and provide an important community asset;
- C. The Province of British Columbia has contributed FOUR MILLION FIVE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED AND SIXTY FOUR DOLLARS (\$4,532,364) to the Board of Education to enable the construction of a 1210 square metre neighbourhood learning centre (the "**NLC**");
- D. The Board of Education and Oak Bay wish to set out their respective rights and obligations with respect to the NLC, the Community Theatre and Arts Facility and other facilities in accordance with the terms hereof.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective and mutual covenants, undertakings, terms and conditions set forth herein, the Parties agree as follows:

## 1. DEFINITIONS

- 1.1. **"Agreement"** means this agreement including all schedules and appendices attached hereto.
- 1.2. **"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in British Columbia.
- 1.3. **"Laws"** means all laws (including the common law), statutes, regulations, judgments, bylaws and orders pursuant to statutory authority.

## 2. PRINCIPLES FOR AGREEMENT

- 2.1 The parties intend to work together in good faith to achieve their respective interests, recognizing their common purpose is to serve the public, increase efficiencies, and reduce cost burdens to each party.
- 2.2 The principles set out in this Agreement are intended to guide the conduct of the parties in relation to matters of mutual concern and interest. These principles are not exhaustive and do not address every aspect of the conduct of the relationship but are intended to address certain specific areas where the parties have reached agreement.

## 3. THE NLC AND GOLDSMITH AVENUE PARKING LOT

- 3.1 The relationship between Oak Bay and the Board of Education in relation to the use of the NLC and use of parking spaces in the Goldsmith Avenue parking lot by Oak Bay will be governed by the Oak Bay High School – Neighbourhood Learning Centre Operating Agreement ("Operating Agreement"), a copy of which is attached hereto as Schedule A, and by the Lease Agreement, a copy of which is attached to the Operating Agreement as Schedule D.
- 3.2 The annual rental payments for the use of the NLC and parking referred to in section 3.1 of this Agreement shall be as set out and adjusted each year in accordance with the Operating Agreement and the Lease Agreement which reflect an amount that the parties agree is a reasonable payment for use of the space, reflecting an amount determined to represent a fair value to Oak Bay of access to the space to permit the Board of Education to set aside from the annual rental an amount for future major repairs and major building renewal.

## 4. THE JOINT USE AGREEMENT

- 4.1 Use of the Tennis Bubble and other facilities referred to in Schedule B of the Joint Use Agreement by the Board of Education or by Oak Bay will be governed

by the Joint Use Agreement, a copy of which is attached as Schedule B to this Agreement.

## 5. COMMUNITY THEATRE AND ARTS FACILITY

- 5.1 The parties acknowledge and agree that the Community Theatre and Arts Facility is an important asset within the New High School and that the Board of Education will consult in good faith with Oak Bay regarding any material changes to the Community Theatre and Arts Facility.

## 6. NOTICE

It is hereby mutually agreed that:

any notice required to be given under this agreement will be deemed to be sufficiently given:

- (i) if delivered at the time of delivery;
- (ii) if sent by electronic transmission at the time of delivery; and
- (iii) if mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

if to Board of Education:

556 Boleskine Road  
Victoria, BC V8Z 1E8

if to Oak Bay:

2167 Oak Bay Avenue  
Victoria, BC V8R 1G2

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been received 72 hours after the time and date of mailing and faxing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by fax, electronic transmission, or by actual delivery of it.

## 7. TIME

Time is to be the essence of this Agreement.

## 8. BINDING EFFECT

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## 9. WAIVER

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

## 10. HEADINGS

Section and paragraph headings are inserted for identification purposes only and do not form a part of the Agreement.

## 11. LANGUAGE

Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

## 12. LAW APPLICABLE

This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

**The Board of Education of School District** )  
**No. 61 (Greater Victoria),** by its authorized )  
 signatory(ies): )

\_\_\_\_\_)  
 Chairperson )

\_\_\_\_\_)  
 Secretary-Treasurer )

**The Corporation of the District of Oak** )  
**Bay, by its authorized signatory(ies):** )

\_\_\_\_\_  
Mayor )

\_\_\_\_\_  
Municipal Clerk )



**SCHEDULE A to Framework Agreement**

**Oak Bay High School – Neighbourhood Learning Centre Operating Agreement**

**SCHEDULE B to Framework Agreement**  
**Joint Use Agreement**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER  
VICTORIA) AND  
THE CORPORATION OF THE DISTRICT OF OAK BAY**

**Oak Bay High School – Neighbourhood Learning Centre**

**OPERATING AGREEMENT**

THIS AGREEMENT dated for reference the 1<sup>st</sup> day of September, 2015.

BETWEEN:

**The Board of Education of School District No. 61 (Greater Victoria)**, a School District duly constituted under the *School Act*, R.S.B.C. 1996, c. 412 and having its office at 556 Boleskine Road, the City of Victoria, Province of British Columbia, V8Z 1E8

(the “**Board of Education**” when referring to the corporate entity or “**School**” when referring to the operating entity)

AND:

**The Corporation of the District of Oak Bay**, a Municipal Corporation, duly constituted under the laws of the Province of British Columbia and an office at 2167 Oak Bay Avenue, the City of Victoria, Province of British Columbia, V8R 1G2

(“**Oak Bay**” when referring to the corporate entity or “**Oak Bay Parks and Recreation**” when referring to the operating entity)

WHEREAS:

- A. Oak Bay wishes to develop and maintain certain recreation/education facilities and to organize certain public recreation programs;
- B. The Board of Education wishes to develop and maintain certain education/recreation facilities and to organize certain education programs;
- C. It is the mutual desire of the Board of Education and Oak Bay to construct new facilities and to utilize all such facilities jointly, thereby increasing and improving services for the maximum benefit of their respective constituents;
- D. Oak Bay and the Board of Education have authority under the *Community Charter* and the *School Act* to enter into Agreements for the purpose of constructing, maintaining, operating, using jointly, or contributing to the cost of construction, maintenance or operation of facilities for community use on school properties;

- E. The parties wish to make the most effective economical use of public resources by avoiding duplication of facilities, land, services and equipment;
- F. The Board of Education and Oak Bay are owners of the Lands situated in the District of Oak Bay having a civic address of 2121 Cadboro Bay Road, Victoria, British Columbia as described in Schedule A attached hereto, subject to such charges as from time to time are registered against such lands (the "**Lands**"). The Board of Education operates a public school facility (the "**Facility**") on the Lands known as Oak Bay Secondary School (the "**School**");
- G. Capital funding of Four Million Five Hundred Thirty Two Thousand Three Hundred Sixty Four Dollars (\$4,532,364) has been funded by the Province of British Columbia to the Board of Education to construct a twelve hundred and ten (1210) square metre Neighbourhood Learning Centre area inside the School as outlined in bold on Schedule B attached hereto (the "**NLC**");
- H. The parties wish to facilitate the operation of the NLC as part of the School for use by Oak Bay. The NLC is to be constructed subject to the terms of this Agreement, at the cost and expense of the Province of British Columbia through the Board of Education, and Oak Bay has agreed to pay the School Board an amount representing Operating and Maintenance Costs of the NLC not otherwise paid by Oak Bay, subject to the terms of this Agreement;
- I. The parties believe the development of the NLC can be accomplished through a close and cooperative working relationship and that the NLC will enhance the availability of recreational and other services to the community.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective and mutual covenants, undertakings, terms and conditions set forth herein, the Parties agree as follows:

# 1. DEFINITIONS

- 1.1 "**Agreement**" means this operating agreement including all Schedules attached hereto, as may be amended from time to time.
- 1.2 "**Goldsmith Street Parcels**" means those lands over which the Goldsmith Parking Lot is constructed. (See 16.1)
- 1.3 "**Goldsmith Street Parking Lot**" means the parking areas referred to in section 9.3 of this Agreement and shown on Schedule C.
- 1.4 "**Goldsmith Street Parking Lot (Area A)**" means that part of the Goldsmith Street Parking Lot shown outlined in red and marked "Area A" on Schedule C.
- 1.5 "**Goldsmith Street Parking Lot (Area B)**" means that part of the

Goldsmith Street Parking Lot shown outlined in blue and marked "Area B" on Schedule C.

- 1.6 **"Maintenance Costs"** means the costs and expenses related to the maintenance and repairs of the School, including the NLC, that are necessary for the continued operation of the NLC. For certainty it is acknowledged that the costs of maintenance and repair include the costs of maintenance and repair of the electrical and mechanical systems within the School but do not include Minor Maintenance and Repairs and do not include costs relating to the surrounding grounds and playing fields except as may be specifically agreed in writing by Oak Bay.
- 1.7 **"Minor Maintenance and Repairs"** means a cost incurred to complete maintenance and repairs of a routine or regular nature ordinarily associated with prudent ongoing management of a building.
- 1.8 **"NLC Area"** is the area shown outlined in red on Schedule B intended for the exclusive use of the NLC and includes five activity rooms, a daycare area with a secure exterior play area, a teen centre, an NLC office, kitchen and staff room, and associated circulation or corridor areas, storage areas, washrooms and entrance foyer. This area comprises approximately twelve hundred and ten (1210) square metres of interior space plus approximately 185 square metres of exterior play area.
- 1.9 **"NLC Manager"** means the Director of Oak Bay Parks and Recreation or other individual designated by Oak Bay.
- 1.10 **"NLC Space"** means the NLC Area and other areas of the Facility to which Oak Bay has access under this Agreement some of which are shown on Schedule B, and which also includes storage rooms in the dance studio, arts rooms, and foods and tech rooms intended for material or project storage when required for community programming as illustrated on Schedule B.
- 1.11 **"Operating Costs"** means the costs and expenses relating to the provision of all utilities including lighting, heating, power, water, sewer, fuel, preventative maintenance, security monitoring and property insurance (whether placed through the Schools Protection Program or otherwise) and other services for the ongoing operation of the School, including the NLC.
- 1.12 **"Operating Year"** means a twelve-month period commencing on the 1st day of July, being the first day of the Board of Education's fiscal year.
- 1.13 **"Proportionate Share"** means 6.83% of the Operating Costs and

Maintenance Costs subject to any adjustments under this Agreement, as determined annually during the Term. This share will be calculated on the basis of a ratio that the interior floor area of the NLC Area is to the total floor area of the School.

- 1.14 “**School Administrator**” means the School Principal or other individual designated by the Board of Education.

2. The following Schedules form part of this Agreement:

Schedule A: Legal Description of the Lands

Schedule B: Sketch Plan showing in an approximate way the NLC Space.

Schedule C: Goldsmith Street Parking Lot

Schedule D: Form of Lease

3. TERM

- 3.1 The term of this Agreement shall be twenty-five (25) years commencing on the 1<sup>st</sup> day of September, 2015 and ending on the 31<sup>st</sup> day of August, 2040 with Three (3) Renewal Terms, to be exercised at the option of Oak Bay, with each Renewal Term being Five (5) Years for a Term totaling Forty (40) Years, which is agreed to be the economic lifecycle of the NLC.

- 3.2 Oak Bay shall be deemed to have exercised the Option to Renew referred to in section 3.1 unless it provides notice in writing otherwise a minimum of Six (6) months prior to expiry of the then current Term.

- 3.3 The terms of any Renewal Term shall be the same as contained herein except as amended as agreed by the parties, acting reasonably. If the parties are not able to agree upon amendments for a renewal term, the provisions of Section 14 shall apply to resolve the matter.

- 3.4 At least Nine (9) months prior to the expiry of a current Term, the Board of Education shall advise Oak Bay of the estimated rental amount payable during the Renewal Term and the basis on which the rental amount has been determined.

4. OWNERSHIP

- 4.1 The Board of Education shall at all times be the legal and beneficial owner of the Facility, including the NLC.

- 4.2 Oak Bay shall provide and be the legal and beneficial owner of all

equipment, furnishing, supplies, goods and chattels in the NLC which may be installed or supplied at its cost and expense from time to time.

- 4.3 The Board of Education shall, at the request of Oak Bay, grant to Oak Bay a lease of the NLC Area and a licence of occupation of those parts of the NLC Space which do not form part of the NLC Area shown on Schedule B in consideration of an annual rent calculated in accordance with the Lease, such lease to be in substantially the form of Lease attached as Schedule D to this Agreement.

## 5. CLOSURE OR TERMINATION

- 5.1 The Board of Education may terminate this Agreement:

- 5.1.1 upon twelve (12) months' written notice of such termination if the Board of Education, at its discretion, decides to reconstruct or close the School; or
- 5.1.2 upon thirty (30) days' written notice of termination if, due to reasons or acts beyond the control of the Board of Education, such as an act of God, civil commotion, war, fire or other casualty, the Board of Education is unable to continue to provide the use of NLC Space to Oak Bay in accordance with the terms of this Agreement,

and in such event the Board of Education shall not be liable to Oak Bay for wind-up or future costs incurred by Oak Bay to relocate or discontinue operation of the NLC programs, facilities or equipment.

- 5.2 Oak Bay may terminate this Agreement:

- 5.2.1 upon twelve (12) months' written notice of such termination if Oak Bay decides to discontinue its childcare programs or chooses, at its discretion, to construct another facility for childcare programs; or
- 5.2.2 upon thirty (30) days' written notice of termination, if Oak Bay, due to reasons or acts beyond the control of Oak Bay, such as an act of God, civil commotion, war, fire or other casualty, is unable to continue to operate the NLC.

and in such event, the Board of Education shall be under no obligation to compensate Oak Bay and all of Oak Bay's obligations under this Agreement, including its obligation to pay operating cost charges, shall cease following the expiry of the notice period of termination.

- 5.3 Termination of this Agreement and the Lease shall not affect Oak Bay's access to and use of the Theatre, Drama Room, Dance Studio,

Foods Room, Woodwork Shop, Art Room, Weight Training Room, Artificial Turf Soccer Pitch, or other gymnasium or softball field facilities at Monterey Middle School or Uplands School governed by the Joint Use Agreement between the parties dated for reference the 1<sup>st</sup> day of September, 2015.

## 6. MANAGEMENT OF THE NLC

6.1 The parties have established a management committee (the "Management Committee") which consists of and is appointed as follows:

- (a) Director of Facilities for School District No. 61 (Greater Victoria)
- (b) Municipal Clerk or other person designated as having responsibility for corporate administration at Oak Bay
- (c) The School Administrator
- (d) The NLC Manager for Oak Bay Parks and Recreation

6.2 The day-to-day operations of the School and NLC shall be the responsibility of the School Administrator or designate and the NLC Manager or designate, respectively. At all times that Oak Bay offers programs or rents space in the NLC, a responsible employee or representative of Oak Bay shall be in attendance and in control of the event and its participants.

## 7. USE OF THE NLC

7.1 The parties agree that Oak Bay shall have full access to the NLC at all times and shall have responsibility and authority to manage and operate the NLC including all bookings, rentals and decisions regarding the community use of the NLC. In exercising such authority, Oak Bay will be mindful that the NLC is inside a public school, and as such will make all reasonable efforts to ensure that the NLC is utilized in a manner that will not create a nuisance or otherwise interfere with the activities of the School. If a new program and/or use is being planned for the NLC Oak Bay will consult with the School Administrator prior to implementation. Oak Bay agrees to provide the School Administrator with a schedule of activities and events in a manner to be determined jointly by the School Administrator and the NLC Manager, or their respective designates.

7.2 All revenues generated from the use of the NLC Space shall be retained by Oak Bay. The District of Oak Bay is authorized to rent to other community-use organizations, subject to a responsible employee or representative of Oak Bay being in attendance and in control of the public and any business or events.

7.3 All bookings for use of the NLC shall be made through Oak Bay Parks



and Recreation.

- 7.4 The School Administrator and the NLC Manager will ensure that they communicate regularly in order to manage the ongoing operation of any joint use programs.
- 7.5 The Board of Education shall make available, in the parking area accessed from Cadboro Bay Road, free of charge, three (3) parking spots for use by the NLC Administrators and patrons.
- 7.6 The parties agree that thirty-three (33) parking spots in the Goldsmith Street Parking Lot will be available for use by Oak Bay during the Term.

## 8. ACCESS

- 8.1 In accordance with the priorities and unrestricted rights for use of the NLC in Section 7.1, the Board of Education shall allow Oak Bay, its employees, invitees and licensees, to enter, use, and exit the parking areas on the Lands, subject to such rules and regulations as set forth from time to time agreed to by the Board of Education and Oak Bay, and to enter, use and exit the NLC through the stipulated entrance thereto subject to such rights being exercised in a reasonable and usual manner.

### 8.2 Board of Education May Obstruct

When necessary in order to make repairs, alterations or improvements in or relating to the NLC or to other portions of the School, the Board of Education may cause such temporary obstruction of the NLC or systems as may be reasonably necessary and may interrupt or suspend the supply of electricity, water and other services to the NLC until such repairs, alterations or improvements are completed.

### 8.3 Board of Education May Make Alterations

During the term of this Agreement, the Board of Education may do one or more of the following:

- 8.3.1 make alterations to the School or other improvements on the Lands, no matter how extensive those alterations may be;
- 8.3.2 construct, renovate or repair the School or other improvements on the Lands.
- 8.4 The Board of Education will not be liable to Oak Bay for any reasonable interference or inconvenience caused by or resulting from

exercise of the Board of Education's rights under this section nor will such actions constitute an eviction of Oak Bay from the NLC and operating cost contributions will not abate, unless Oak Bay is unable to operate its normal business in the NLC as the result of such obstruction.

- 8.5 The main entrance, including the parking and drop-off area, and other facilities of the School, are for use only to provide joint access for the NLC and the School and the parties shall not cause or permit obstruction of this area by their employees, invitees or others under their control.
- 8.6 Where access may be temporarily interrupted, except through emergency or an unexpected event, each party shall give notice to the other in writing or post a notice at the site at least five (5) business days prior to the temporary interruption, excepting electrical or mechanical or building services that require temporary disruption to effect repairs, in which case 24 hours' notice shall be provided.

## 9. OPERATION, MAINTENANCE AND REPAIRS

- 9.1 The Board of Education shall provide lighting, heat, power, water, utilities, and after hours security monitoring services for the operation of the NLC. The costs of any additional services requested or required by Oak Bay, and which are not subject to apportionment as Operating Costs or Maintenance Costs, shall be paid by Oak Bay.
- 9.2 Each party shall be responsible for any or all costs resulting from willful damage by their invitees. Subject to the costs of repair and maintenance which are to be proportionately shared, Oak Bay shall keep the NLC Area and Goldsmith Street Parking Lot (Area A) safe and free of hazards or vandalism and the Board of Education shall keep all other parking areas safe and free of hazards.
- 9.3 Oak Bay shall be responsible, at its cost, for the maintenance, repair and replacement work related to the Goldsmith Street Parking Lot (Area A). The Board of Education shall be responsible, at its cost, for the maintenance, repair and replacement work related to the newly installed portion of the Goldsmith Street Parking Lot (Area B).
- 9.4 If the Board of Education determines that willful damage, vandalism by an Oak Bay invitee or a non-emergency major repair or upgrading relating to the NLC is required and Oak Bay disputes the determination, the parties shall refer the dispute to be determined by the dispute resolution process pursuant to Section 14 hereof.
- 9.5 Oak Bay shall be responsible for undertaking, at its cost, Minor Maintenance and Repairs of the NLC Area, but shall not be

responsible for costs of Minor Maintenance and Repairs outside of the NLC Area as part of its Proportionate Share of Operating Costs and Maintenance Costs.

## 10. FINANCIALS

- 10.1 Operating Costs shall be determined annually by the Board of Education. Oak Bay shall pay its Proportionate Share of Operating Costs and Maintenance Costs to the Board of Education on a quarterly basis within 30 days of receipt of an invoice from the Board of Education.
- 10.2 The Board of Education shall provide to Oak Bay, not later than September 1<sup>st</sup> in each year of the Term, a copy of the Board of Education's estimate for Operating Costs and Maintenance Costs for the Facility for the following year.
- 10.3 At its request, the Board of Education shall make available for inspection by Oak Bay all financial records with respect to the calculation of Operating Costs and Maintenance Costs of the Facility.
- 10.4 The Board of Education shall provide Oak Bay with a copy of the Board of Education's audited financial statements for each year when available.
- 10.5 As soon as reasonably practicable after the provision of the annual financial statements for each year, the Board of Education shall render a final accounting of the Operating Costs and Maintenance Costs for such year, with an invoice or credit reconciling the actual Operating Costs and Maintenance Costs to the monies previously paid by Oak Bay on account of such costs.
- 10.6 If the School or any portion thereof becomes ratable, taxable or assessable by reason of the construction, existence or use of the NLC, Oak Bay shall pay the Board of Education promptly, when invoiced, all such additional taxes, rates and assessments.
- 10.7 If not otherwise expressly stated in this Agreement, all amounts payable by Oak Bay hereunder shall be paid within thirty (30) calendar days of receipt of invoicing.
- 10.8 Oak Bay agrees to pay the Board of Education interest at the Prime Lending Rate of the Royal Bank of Canada per annum calculated monthly on all amounts owing hereunder from the date due until paid, including before and after judgment.
- 10.9 Despite anything to the contrary contained in this Agreement, in addition to all other amounts payable by Oak Bay to the Board of

Education hereunder, at the end of each Operating Year Oak Bay shall pay the Board of Education such amount as reasonably invoiced to Oak Bay so that the Board of Education is assured at all times of full recovery of all costs and expenses relating to or that would not have been incurred or experienced but for the NLC Space or use of the NLC Space by Oak Bay or those claiming by, through or under Oak Bay; provided that:

- (a) Oak Bay shall have the right to dispute the quantum of any such invoice and such dispute shall be referred to and determined by the dispute resolution process pursuant to Section 14 hereof and while such dispute is being settled to not pay any amount that is under dispute;
- (b) Oak Bay shall not be obliged to pay any amount on account of a matter that is paid directly by Oak Bay and is otherwise part of the payment made or to be made as Operating Costs or Maintenance Costs; and

Oak Bay shall not be liable under this Agreement for any liability of a capital nature in relation to the NLC space.

10.10 Without limiting section 17.0 of the Lease or section 15.1 of this Agreement, Oak Bay shall not be obliged to pay the Proportionate Share of Operating Costs or Maintenance Costs (or the Rent under the Lease) in respect of any period when the NLC Space is not available for use by Oak Bay Recreation because of strike, lockout or other labour dispute.

## 11. INDEMNITIES and INSURANCE

11.1 It is understood and agreed by the parties hereto that Oak Bay will indemnify and hold harmless the Board of Education and its employees, servants, agents and contractors from any and all claims (excepting claims arising from negligence, willful act or breach of this agreement by the Board of Education, its employees, contractors or invitees), resulting from Oak Bay's use and occupation of the NLC. The Board of Education shall forthwith, upon receiving notice of any suit brought against it, deliver to Oak Bay full particulars thereof and Oak Bay shall render all reasonable assistance requested by the Board of Education in the defence thereof.

11.2 It is understood and agreed by the parties hereto that the Board of Education shall indemnify and hold harmless Oak Bay and its employees, servants, agents and contractors from any and all claims, (excepting claims arising from negligence, willful act or breach of this Agreement by Oak Bay, its employees, contractors or invitees), resulting from the Board of Education's use and occupation of the

School or from a breach by the Board of Education of its obligations under this Agreement. The District of Oak Bay shall forthwith, upon receiving notice of any suit brought against it which arises from a breach by the Board of Education as provided herein, deliver the Board of Education, full particulars thereof and the Board of Education shall render all reasonable assistance requested by Oak Bay in the defence thereof.

- 11.3 It is understood and agreed by the parties hereto that each party will, while this Agreement is in force, maintain their own insurance programs including:

11.3.1 Commercial General Liability Insurance

- (a) Each party shall provide Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
- (b) this insurance shall be an all risk, occurrence based policy with a five million dollars (\$5,000,000) minimum limit on an occurrence basis, and
- (c) the other party shall be named as an additional insured, and
- (d) this policy shall contain the separation of insureds, cross-liability clause in the conditions of the policy, and
- (e) the parties hereto further agree to furnish certificates confirming that such protection is in force if requested by the other party.

11.3.2 Property Insurance

- (a) Each party agrees to provide all risk property insurance in a form acceptable to the other party inclusive of fire, theft and flooding, in respect of the party's personal property and all machinery, equipment, property, and improvements owned or installed by the party in the Facility and,
- (b) this policy shall contain a waiver of subrogation clause in the favour of the other Party.

11.3.3 Despite any other provisions of this agreement to the

contrary, neither party shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of the other party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Agreement. Both Parties shall require their respective insurance companies to include a waiver of subrogation provision in their respective policies in order to implement this section.

- 11.3.4 Each Party shall require that each of their renters or licencees provide evidence of comprehensive general liability insurance in the amount of three million dollars (\$3,000,000) in the name of the renter to that set forth under this clause.
- 11.3.5 Maintenance of such insurance and the performance by the renter of its obligations under this schedule shall not relieve the party of liability under the indemnity provisions set forth in this Agreement.
- 11.3.6 It is agreed that either party to this Agreement may satisfy the insurance obligation described herein by way of self-insurance where that is the normal insurance response of the party proposing such satisfaction.

## 12. DESTRUCTION

- 12.1 If the NLC is substantially destroyed or damaged by fire or other causes, then the Board of Education shall seek insurance adjustment for reconstruction of the NLC, subject to mutual agreement of the parties. If the NLC is substantially destroyed or damaged by fire or other causes and is not reconstructed, then this Agreement shall terminate but all unfulfilled obligations of Oak Bay shall survive such termination and all amounts due or accruing due to the Board of Education up to the date of destruction shall be due and payable by Oak Bay.

## 13. AUTHORITY

- 13.1 The Board of Education represents and warrants that it has full authority to enter into this Agreement and to carry out the actions contemplated herein, and that it has obtained all necessary approvals and consents as may be required under the *School Act (British*

*Columbia).*

- 13.2 Oak Bay represents and warrants that it has full authority to enter into this Agreement and to carry out the actions contemplated herein, and that all resolutions, bylaws and other preconditions to validity have been validly adopted pursuant to the *Community Charter*.

#### 14. DISPUTE RESOLUTION

- 14.1 All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall first be presented for mediation between the parties through the Management Committee.
- 14.2 Failing a satisfactory resolution, a written report of the Management Committee shall be submitted to the Secretary-Treasurer of the Board of Education, and to the Chief Administrative Officer of Oak Bay, for recommendations and decision of the Board of Education and District of Oak Bay.
- 14.3 Failing a resolution, the matter shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre. The appointing authority shall be the British Columbia International Commercial Arbitration Centre. The case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "Procedures for Cases under the BCICAC Rules". The place of arbitration shall be Victoria, British Columbia, Canada. Costs of the arbitration shall be borne equally by the parties and each party shall be responsible for its own individual legal or other costs.

#### 15. FORCE MAJEURE

- 15.1 The time for performance by the parties of their respective obligations under this Agreement shall be subject to force majeure and the time for performance of any such obligation shall be extended by the length of time during which a party is prevented from performing such obligation by force majeure.
- 15.2 The parties shall notify each other promptly of the commencement, duration and cause, so far as it is within the knowledge of the parties, of any force majeure, which will affect the performance of the obligations of such party under this Agreement in any way.
- 15.3 The term "force majeure" as used herein means any prevention, delay, stoppage or interruption due to any conditions or cause beyond the reasonable control of the party obligated to perform including, without limiting the generality of the foregoing, strikes, lockouts, labour

disputes, acts of God, civil commotion, war (whether declared or not), expropriation, fire or other casualty.

## 16. GENERAL

- 16.1 The terms and conditions of this Agreement shall be without prejudice to:
  - 16.1.1 the right of the School District to take the position that the Goldsmith Street Parcels are held in trust by Oak Bay for school purposes under the *Public School Act*, R.S.B.C. 1936, c. 253, or otherwise; and
  - 16.1.2 the right of Oak Bay to take the position that title to the Goldsmith Street Parcels is vested in Oak Bay free of any statutory or other trust condition affecting title.
- 16.2 For purposes of this Agreement, the Secretary Treasurer shall be the agent of the Board of Education and the Municipal Clerk shall be the agent of Oak Bay.
- 16.3 The parties each agree to execute and deliver all such further documents and assurances and to do and perform all such further acts and other things as may be reasonably required to carry out the terms and conditions of this Agreement.
- 16.4 Despite any statute or rule of law to the contrary, nothing in this Agreement or the relationship between the Board of Education and Oak Bay creates or is intended to create any relationship of partnership, trust or co-ownership between the parties.
- 16.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns but may not be assigned by either party without the prior written consent of the other party, which may be arbitrarily withheld.
- 16.6 There are no representations, warranties or covenants given or intended to be given by either of the parties hereto, except as expressly contained in this Agreement.
- 16.7 If any part of this Agreement be declared or held to be invalid for any reason, such invalidity shall not affect the validity of the remainder, which shall continue in force and effect and be construed as if this Agreement had been executed without the invalid portion.
- 16.8 This Agreement may be executed in several counterparts, and by facsimile or electronic scanning, each of which when so executed



shall be deemed an original, and such counterparts together shall constitute one and the same agreement.

16.9 This Agreement will be construed and governed by the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

**The Board of Education of  
School District No. 61 (Greater Victoria),**  
by its authorized signatory(ies):

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

**The Corporation of the District of Oak  
Bay,** by its authorized signatory(ies):

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

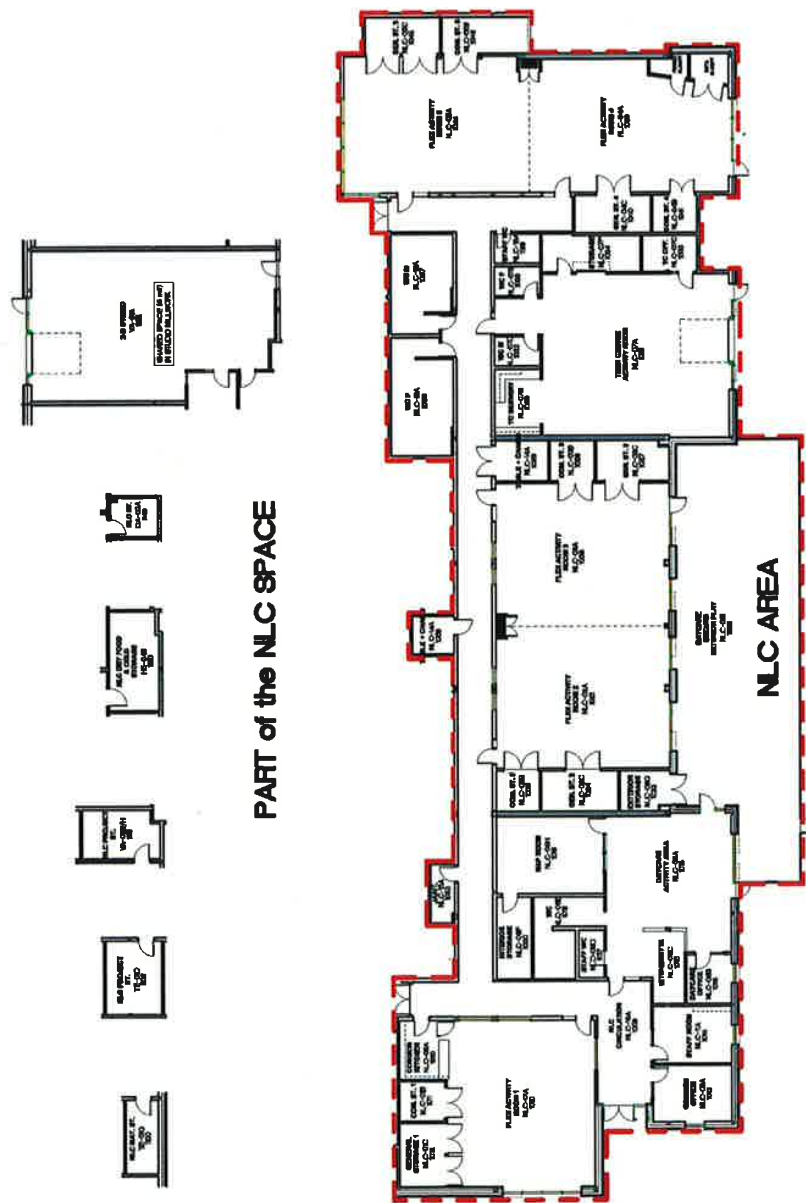
**SCHEDULE A**  
**TO THE OAK BAY HIGH SCHOOL – NEIGHBOURHOOD LEARNING CENTRE**  
**OPERATING AGREEMENT**

**LEGAL DESCRIPTION OF THE LANDS**  
**(Recital F)**

| Number | Name on Title                              | Legal Description  |
|--------|--|--|
| 1      | The Board of School Trustees of Oak Bay    | Lot 4, Section 28, Victoria District, Plan 2376                          |
| 2      | The Corporation of the District of Oak Bay | Lot 2, Section 28, Victoria District, Plan 8380                          |
| 3      | The Board of School Trustees of SD No. 61  | Lot 1, Section 28, Victoria District, Plan 8380                          |
| 4      | The Corporation of the District of Oak Bay | Lot 5, Sections 28 and 69, Victoria District, Plan 2376                  |
| 5      | The Corporation of the District of Oak Bay | Lot 6, Sections 28 and 69, Victoria District, Plan 2376                  |
| 6      | The Board of School Trustees of SD No. 61  | Lot 2, Section 28, Victoria District, Plan 2376 except part in Plan 8380 |
| 7      | The Board of School Trustees of SD No. 61  | Lot 3, Section 28, Victoria District, Plan 2376 except part in Plan 8380 |
| 8      | The Board of School Trustees of SD No. 61  | Lot 1, Sections 28 and 29, Victoria District, Plan 12892                 |
| 9      | The Board of School Trustees of SD No. 61  | Am. Lot 1, Section 28, Block 2, Victoria District, Plan 1755             |

**TO THE OAK BAY HIGH SCHOOL – NEIGHBOURHOOD LEARNING CENTRE OPERATING AGREEMENT**

**SCHEDULE B to OPERATING AGREEMENT  
SKETCH PLAN(S) of the NLC AREA and a PORTION of the NLC SPACE  
(Section 1.8 and 1.10)**



--- NLC AREA

**SCHEDULE C  
TO THE OAK BAY HIGH SCHOOL – NEIGHBOURHOOD LEARNING CENTRE  
OPERATING AGREEMENT**

**GOLDSMITH STREET PARKING LOT  
(Section 1.3)**



**SCHEDULE D  
TO THE OAK BAY HIGH SCHOOL – NEIGHBOURHOOD LEARNING CENTRE  
OPERATING AGREEMENT**

**LEASE  
(Section 4.3)**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER  
VICTORIA) AND  
THE CORPORATION OF THE DISTRICT OF OAK BAY**

**LEASE**

**THIS LEASE** made the 1st day of September, 2015.

**UNDER THE *LAND TRANSFER FORM ACT*, PART 2**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER  
VICTORIA)**

556 Boleskine Road  
Victoria, B.C. V8Z 1E8

(the "**Landlord**")

OF THE FIRST PART

**AND:**

**THE CORPORATION OF THE DISTRICT OF OAK BAY**

2167 Oak Bay Avenue  
Victoria, B.C. V8R 1G2

(the "**Tenant**")

OF THE SECOND PART

**WHEREAS:**

- A. The Landlord and Tenant have entered into an agreement dated the 1st day of September, 2015 (the "**Operating Agreement**") for the use of space within the Oak Bay High School that has been constructed on the lands referred to in the Operating Agreement;
- B. The Landlord is the legal or beneficial owner of the Lands listed in Schedule A on which the Premises herein are situated;
- C. The Tenant has requested and the Landlord has agreed to grant a lease of the Premises in the following terms (the "**Lease**");

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents, covenants and agreements of the Tenant and the Landlord in this Lease, the Tenant and the Landlord agree as follows:

**1.0 Premises**

1.1 The Landlord leases to the Tenant the premises shown outlined in red on Schedule A annexed to this Lease (the **"Premises"**) situate in Oak Bay, British Columbia.

1.2 The Landlord further grants to the Tenant:

- (a) a licence to pass across any and all property owned by the Landlord on which the Premises are situated for access to the Premises;
- (b) a licence of occupation over those parts of the NLC Space defined in the Operating Agreement which do not form part of the NLC Area as defined in the Operating Agreement.

**2.0 Term**

2.1 For the term of twenty-five (25) years commencing on the 1st day of September, 2015, and ending on the 31<sup>st</sup> day of August, 2040, unless earlier terminated (the **"Term"**), and subject to the Rights of Renewal in section 2.2 and early termination under section 2.3.

2.2 There shall be three (3) Renewal Terms, with each Renewal Term being five (5) years for a Term totaling forty (40) years, which shall take effect upon exercise of Oak Bay's options to renew under the Operating Agreement, such that this Lease and the Operating Agreement shall have concurrent Terms, including the Renewal Terms.

2.3 This Lease shall terminate upon the expiry or other termination of the Operating Agreement.

**3.0 Use**

3.1 The Tenant shall use the Premises for the purpose of a neighbourhood learning centre for the purpose of providing educational and community uses and for no other purpose without the prior written consent of the Landlord.

**4.0 Rent**

4.1 The Tenant shall pay to the Landlord a rent of Eighty-Nine Thousand Nine

Hundred Eighty-Four Dollars (\$89,984.00) during the first year of the Term due and payable in advance in quarterly installments on the first day of September, January, April and June during the Term.

- 4.2 The Tenant shall pay all rents and additional rents reserved under this Lease.
- 4.3 The parties acknowledge that the rent has been calculated by reference to amounts as set out in Schedule B.
- 4.4 In the second and subsequent years of the Term the rent payable will be calculated in accordance with Schedule B attached hereto, and in accordance with Section 10.0 of the Operating Agreement.
- 5.0 Taxes
  - 5.1 The Tenant shall pay all taxes, rates, duties, and assessments whatsoever, whether provincial, municipal, federal, or otherwise, now charged or hereafter to be charged upon the Premises, or upon the Tenant, on account thereof, except such taxes, rates, duties, and assessments which the Tenant is by law exempted from.
- 6.0 Utilities
  - 6.1 The Tenant shall pay charges for all utilities in accordance with the Operating Agreement.
- 7.0 Construction
  - 7.1 The Tenant shall not construct, place or alter any buildings or structures on the Premises, or any signs visible from the exterior of any building on the Premises unless, prior to any construction or alteration, having first obtained the written consent of the Landlord, and any permits and inspections required by law.
  - 7.2 Any construction, placement or alteration of buildings or structures on the Premises shall be carried out at the cost of the Tenant.
- 8.0 Repair and Maintenance
  - 8.1 The Tenant shall give immediate notice to the Landlord of any defect in any water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Premises;
  - 8.2 The Tenant shall repair and shall keep and leave whole and in good repair all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Premises;



8.3 Section 8.2 shall not apply to reasonable wear and tear, or damage by any peril the risk of which has been insured against pursuant to section 11.3.2 of the Operating Agreement.

#### 9.0 Assign or Sublet

9.1 The Tenant shall not assign nor sublet, licence, sub-licence or grant any other right or interest in the Premises without prior written consent of the Landlord, except as contemplated by the Operating Agreement.

9.2 The Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent.

#### 10.0 Nuisance

10.1 The Tenant shall not carry on or do or allow to be carried on or done on the Premises anything that:

- (a) may be or become a nuisance to the Landlord or the public;
- (b) increases the hazard of fire or liability of any kind;
- (c) increases the premium rate of insurance against loss by fire or liability upon the Premises or any building or structure on the Premises;
- (d) invalidates any policy of insurance for the Premises or any building or structure on the Premises; or
- (e) directly or indirectly causes damage to the Premises or any building or structure on the Premises.

#### 11.0 Regulations

11.1 The Tenant shall comply promptly at its own expense with all statutes, regulations, bylaws and other legal requirements (collectively, "**Laws**") of all federal, provincial or local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant.

#### 12.0 Possession

12.1 The Tenant shall upon the expiration or earlier termination of this Lease

peaceably surrender and give up possession of the Premises without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary.

13.0 Quiet Enjoyment

13.1 The Landlord covenants with the Tenant for quiet enjoyment.

14.0 Termination and Re-entry

14.1 If the Tenant defaults in the payment of rent, or the payment of any other sum payable under this Lease, or fails to perform any covenant under this Lease and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may terminate this Lease and may re-enter the Premises and the rights of the Tenant with respect to the Premises shall lapse and be absolutely forfeited.

15.0 Forfeiture

15.1 The Landlord, by waiving or neglecting to enforce the right to termination and forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease.

16.0 Distress

16.1 If the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the Premises and any building or structure on the Premises and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result.

17.0 Destruction

17.1 If the Premises or any building or structure on the Premises or any part of them are at any time during the Term burned down or damaged by fire, flood, lightning, explosion, tempest, earthquake or tsunami:

- (a) the rent or a proportionate part of it according to the nature and extent of the damage sustained shall be suspended and abated until the Premises or any building or structure on the Premises has been rebuilt or made fit for the purpose of the Tenant; or
- (b) if the Tenant elects not to undertake restoration, repair or replacement this Lease shall terminate on termination of the Operating Agreement under

section 5.2.2 of the Operating Agreement.

17.2 If the Tenant elects to undertake restoration, repair or replacement of damage referred to in section 17.1, the Tenant shall complete such restoration, repair or replacement within twelve (12) months of the damage occurring.

18.0 Fixtures

18.1 Unless the Tenant, upon notice from the Landlord, removes them, all buildings, structures or improvements constructed, placed or installed on the Premises by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the termination or expiry of this Lease, become the sole property of the Landlord at no cost to the Landlord.

19.0 Holding Over

19.1 If the Tenant holds over following the Term and the Landlord accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month.

20.0 Insolvency

20.1 If

- (a) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant;
- (b) a writ of execution issues against the goods or chattels of the Tenant;
- (c) the Tenant makes any assignment for the benefit of creditors;
- (d) the Tenant becomes insolvent;
- (e) the Tenant is an incorporated company or society and proceedings are begun to wind up the company or society; or
- (f) the Premises or any part of it becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord;

the Term shall, at the option of the Landlord, immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Landlord, and the Landlord may re-enter and repossess the Premises despite any other provision of this Lease.

20.2 If the Tenant becomes bankrupt this Lease shall terminate immediately without any further act or notice of the Landlord.

21.0 Removal of Goods

21.1 If the Tenant removes its goods and chattels from the Premises, the Landlord may follow them for thirty (30) days.

22.0 Time

22.1 Time is of the essence of this Lease.

23.0 Notices

23.1 Any notice required to be given under this Lease shall be deemed to be sufficiently given:

- (a) if delivered, at the time of delivery, and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

Address: 556 Boleskine Avenue  
Victoria, B.C. V8Z 1E8

If to the Tenant:

Address: 2167 Oak Bay Avenue  
Victoria, B.C. V8R 1G2

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute then the notice may only be given by actual delivery of it.

24.0 Fitness of Premises

24.1 The Landlord has made no representation or warranties as to the condition, fitness or nature of the Premises and by executing this Lease, the Tenant releases the Landlord from any and all claims which the Tenant now has or may in future have in that respect.

25.0 Net Lease

- 25.1 This Lease shall be a complete carefree net lease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Premises or any building or structure on the Premises or the contents thereof except those mentioned in this Lease or Operating Agreement.

26.0 Binding Effect

- 26.1 This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

27.0 Amendment

- 27.1 The parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties.

28.0 Law Applicable

- 28.1 This Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

29.0 Registration

- 29.1 The parties shall cause this Lease to be registered in the Land Title Office. Costs of registration shall be paid by the Tenant.

30.0 Interpretation

- 30.1 When the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.
- 30.2 All provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.
- 30.3 The headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it.
- 30.4 Unless expressly stated otherwise, any reference in this Lease to a requirement for the consent or permission of the Landlord is deemed to be a reference to the

consent or permission of the Landlord granted or withheld in the Landlord's sole, arbitrary and unfettered discretion.

**IN WITNESS WHEREOF** the parties have executed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT  
NO. 61 (GREATER VICTORIA),** by its authorized  
signatories:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**THE CORPORATION OF THE DISTRICT OF OAK BAY,**  
by its authorized signatories:

\_\_\_\_\_  
Name

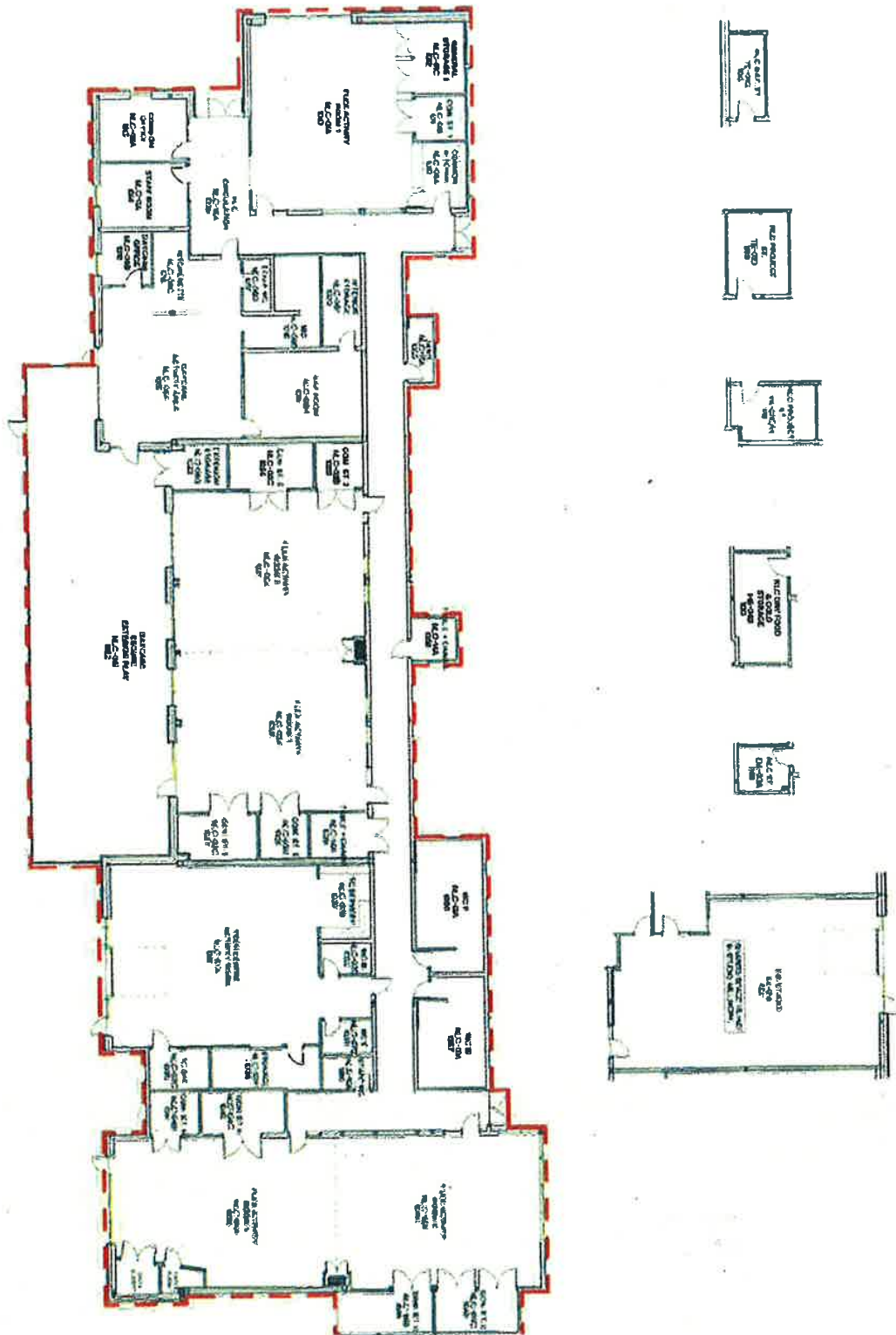
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Name

## **SCHEDULE A to Lease**

### **LIST OF PARCELS IN WHICH THE PREMISES ARE SITUATED**

Lot 4, Section 28, Victoria District, Plan 2376  
Lot 2, Section 28, Victoria District, Plan 2376 except part in Plan 8380  
Lot 3, Section 28, Victoria District, Plan 2376 except part in Plan 8380

### DESCRIPTION of PREMISES - SECTION 1.1





## SCHEDULE B to Lease

### METHOD OF CALCULATION OF THE RENT

#### SCHEDULE B to Lease - Method of Calculation of the Rent (Section 4.3)

|   | CALCULATION  | ANNUAL          | QUARTERLY       |
|---|--|-----------------|-----------------|
| OPERATING COSTS                                       | \$10.00 / SQUARE METER BASED ON 1210 SQ METRES     | \$12,100        | \$3,025         |
| MAINTENANCE COSTS                                     | \$26.91/SQUARE METRE - BASED ON 1210 SQUARE METRES | \$32,560        | \$8,140         |
| CAPITAL RENEWAL CONTRIBUTION, (1%) \$4,532,364. X .01 |  | \$45,324        | \$11,331        |
| <b>TOTAL</b>  |  | <b>\$89,984</b> | <b>\$22,496</b> |

NOTES:

1. DOES NOT INCLUDE MINOR MAINTENANCE AND REPAIR, CUSTODIAL LABOUR, BENEFITS OR SUPPLIES.
2. OPERATING COSTS AND MAINTENANCE COSTS FOR YEARS AFTER YEAR 1 WILL BE CALCULATED AS PROVIDED IN THE OPERATING AGREEMENT.

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER  
VICTORIA) AND  
THE CORPORATION OF THE DISTRICT OF OAK BAY**

**JOINT USE AGREEMENT**

THIS AGREEMENT made in duplicate this 1<sup>st</sup> day of September, 2015.

BETWEEN:

**The Corporation of the District of Oak Bay**, a Municipal Corporation,  
duly constituted under the laws of the Province of British Columbia and  
having an office at 2167 Oak Bay Avenue, The City of Victoria, Province of  
British Columbia, V8R 1G2

("Oak Bay")

OF THE FIRST PART

AND:

**The Board of Education of School District No 61 (Greater Victoria)**, a  
School District duly constituted under the *School Act*, R.S.B.C. 1996, c.  
412 and having its office at 556 Boleskine Road, City of Victoria, Province  
of British Columbia, V8Z 1E8

("the **Board of Education**")

OF THE SECOND PART

WHEREAS

- A. Oak Bay wishes to develop and maintain certain recreational-educational facilities and to organize certain public recreational programs;
- B. The Board of Education wishes to develop and maintain certain education-recreational facilities and to organize certain educational programs;
- C. It is the mutual desire of the Board of Education and Oak Bay to construct new facilities, to refit existing facilities and to utilize all such facilities (including existing facilities) jointly, thereby increasing and improving services for the maximum benefit of their respective constituents;
- D. Oak Bay is the owner of certain parks and recreational facilities and improvements listed in Schedule B (the "Municipality Facilities") and the Board of Education is the owner of certain school facilities and playing fields listed in Schedule B (the "School District Facilities");

- E. The parties wish to establish mechanisms by which joint utilization of respective facilities may be encouraged;
- F. The *Community Charter*, and the *School Act* provide authority for Oak Bay and the Board of Education to enter into Agreements for the purpose of constructing, maintaining, operating, using jointly, or contributing to the cost of construction, maintenance or operation of facilities for community use on school sites and for the use of municipal facilities for school related uses on municipal sites;
- G. It is in the best interest of all parties to make the most effective economical use of public resources by avoiding duplication of facilities, land, services and equipment;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective and mutual covenants, undertakings, terms and conditions set forth hereunder, the Parties hereby agree as follows:

#### 1. RECIPROCAL PROVISIONS FOR JOINT USE

- 1.1 Board of Education schools located within the boundaries of The District of Oak Bay, may use the Municipality Facilities free of charge for Board of Education educational activities, provided that the Municipality Facilities are not otherwise committed for use for Municipality sponsored programs.
- 1.2 The Board of Education will pay any additional labour and/or material costs incurred by Oak Bay which result from Board of Education use of Municipality Facilities.
- 1.3 Oak Bay may use the School District Facilities, located within the boundaries of Oak Bay free of charge for Municipal activities provided that the facilities are not otherwise committed for Board of Education use.
- 1.4 Oak Bay will pay any additional labour and /or material costs incurred by the Board of Education which result from Municipal use of School District Facilities.
- 1.5 Use of School District Facilities by Oak Bay and of Municipality Facilities by the Board of Education must each be carried out subject to the conditions stipulated in Schedule "A".
- 1.6 Scheduling procedures shall be determined by the Management Committee or its designates, and in any event shall conform to the Joint Use Operating Regulations attached hereto as Schedule "A".
- 1.7 With regard to the suitability of accommodation and condition of services, each party will endeavour to provide facilities in the condition in which they would normally be made available to users in the ordinary course of programming but that the facilities will be made available on an "as is" basis. The use of the

respective facilities will be subject to this Agreement, to Municipal by-laws and/or Board of Education policy governing use of such facilities, and to the provision of Schedule "A" attached hereto.

- 1.8 A list of Municipality Facilities and School District Facilities subject to this Agreement is attached as Schedule "B".

## 2. MANAGEMENT COMMITTEE

- 2.1 There shall be established a committee to be known as the "Management Committee" to be comprised of the Board of Education's Director of Facilities Services or Designate, the Principal of Oak Bay High School, Oak Bay's Director of Parks and Recreation and Oak Bay's Manager of Recreation Program Services.
- 2.2 The Management Committee is hereby empowered to develop and administer procedures, regulations and operating policies consistent with the spirit and intent of this Agreement, subject to formal Board of Education and Oak Bay approval.
- 2.3 The Management Committee shall elect one of its members as Chair annually, during the month of September whose term shall coincide with the school year. Meeting of the Management Committee shall be called by the Chair as required.
- 2.4 The Chair shall be responsible for the preparation and circulation of the agenda to committee members and shall arrange to have all proceedings of the meetings of the Committee accurately recorded.
- 2.5 Issues should normally be resolved by consensus. The Chair has the same voting right as other committee members and, in case of the equality of votes for and against a motion, the motion fails.
- 2.6 The Chair shall be responsible for providing one copy of the proceedings of each meeting of the Committee to Oak Bay and to the Board of Education.

## 3. LIABILITY

- 3.1 It is understood and agreed by the parties hereto that Oak Bay will indemnify and hold harmless the Board of Education and its employees, servants, agents and contractors from any and all claims (excepting claims arising from negligence, willful act or breach of this agreement by the Board of Education, its employees, contractors or invitees), resulting from Oak Bay's use and occupation of the School District Facilities or from a breach by Oak Bay of its obligations under this Agreement. The Board of Education shall forthwith, upon receiving notice of any suit brought against it which arises from a breach by Oak Bay as provided herein, deliver to Oak Bay full particulars thereof and Oak Bay shall render all reasonable assistance requested by the Board of Education in the defence thereof.

- 3.2 It is understood and agreed by the parties hereto that the Board of Education shall indemnify and hold harmless Oak Bay and its employees, servants, agents and contractors from any and all claims, (excepting claims arising from negligence, willful act or breach of this Agreement by Oak Bay, its employees, contractors or invitees), resulting from the Board of Education's use and occupation of the Municipality Facilities or from a breach by the Board of Education of its obligations under this Agreement. Oak Bay shall forthwith, upon receiving notice of any suit brought against it which arises from a breach by the Board of Education as provided herein, deliver the Board of Education, full particulars thereof and the Board of Education shall render all reasonable assistance requested by Oak Bay in the defence thereof.
- 3.3 The cost of repairs arising out of the misuse or willful damage of the buildings, equipment, or facilities owned by either of the parties to this Agreement shall be assessed and paid by the party authorized to use the facilities when such misuse or willful damage occurs.

#### 4. INSURANCE

- 4.1 It is understood and agreed that the parties hereto shall each provide and maintain Comprehensive General Liability Insurance as set out in section 11.3 of the Operating Agreement dated the 1<sup>st</sup> day of September, 2015 between the Board of Education and Oak Bay (the "Operating Agreement"); a copy of which is attached to this Agreement for ease of reference as Schedule C.
- 4.2 Section 4.1 shall survive despite the termination of the Operating Agreement.

#### 5. DEVELOPMENT

- 5.1 When it is practicable so to do, and in order to minimize cost, the development of school, parks and recreation facilities on adjacent land shall proceed concurrently, with full consultation between Oak Bay and the Board of Education before construction begins.

If concurrent development is not possible, consultation between the parties hereto shall occur in order to facilitate the orderly development of the integrated site.

- 5.2 Planners of school, park and recreation facilities shall be instructed to maximize the use of facilities by locating them conveniently for patrons; planners shall design and locate facilities so as to minimize maintenance costs and avoid duplication of facilities.

## 6. SPECIFIC AGREEMENTS

- 6.1 In the event that the parties hereto enter into a specific Joint Use Agreement with respect to a facility of either party hereto, the terms and conditions of such specific agreement will prevail over the terms and conditions herein in the event of a conflict between this Agreement and the specific Joint Use Agreement.

## 7. JOINT USE OPERATING REGULATIONS

- 7.1 There is attached to this Agreement as Schedule "A" a series of operating regulations by which the parties hereto agree to be governed in respect of the joint use issues provided herein.
- 7.2 The Schedule "A" operating regulations will remain in effect until modified in writing by the parties as provided herein.
- 7.3 Schedule "B" will remain in effect until modified in writing by the parties as provided herein.

## 8. AMENDMENTS TO AGREEMENT

- 8.1 Any amendments hereto, including Schedule "A" Joint Use Operating Regulations shall be in writing and executed with the same formality and in like manner as was this Agreement.

## 9. TERMINATION

- 9.1 Subject to section 9.2, either party may terminate this agreement at any time upon six (6) months' written notice, and until so terminated, this agreement shall remain in full force and effect.
- 9.2 Section 9.1 does not apply to:
- (1) any area held or occupied under NLC Space as described in the Operating Agreement,
  - (2) the use of the Oak Bay High School Theatre, Drama Room, Dance Studio, Foods Room, Art Room or Woodwork Shop by Oak Bay, or
  - (3) the use of the Oak Bay Recreation Centre 4 Court Tennis Bubble by the Board of Education.

## 10. GENERAL

- 10.1 The parties each agree to execute and deliver all such further documents and assurances and to do and perform all such further acts and other things as may be reasonably required to carry out the terms and conditions of this Agreement.



The BOARD OF EDUCATION  
OF SCHOOL DISTRICT NO. 61  
(GREATER VICTORIA)  
by its authorized signatory(ies):

Chairperson

**Secretary-Treasurer**



## SCHEDULE "A" to Joint Use Agreement

### JOINT USE OPERATING REGULATIONS

All terms and conditions set forth in these Operating Regulations are based on and governed by the Joint Use Agreement (to which these Operating Regulations are attached as Schedule "A"), and in the event of any actual or apparent conflict between the Joint Use Agreement and these Operating Regulations, the terms of the Joint Use Agreement shall prevail.

#### 1. APPLICATION PROCEDURES

- 1.1 Applicants requesting the use of the Municipality Facilities or the School District Facilities will be required to complete the application forms provided by the respective appropriate department. For assured consideration, application forms must be submitted at least fifteen (15) calendar days in advance of the proposed commencement or usage date. The parties hereto agree to abide by the use guidelines/regulations as provided by the Board of Education and Oak Bay from time to time.

##### *Booking Deadlines*

- 1.2 For each sequential yearly period commencing on September 1<sup>st</sup> (the Commencement Date) and ending on the following August 31<sup>st</sup>, the parties hereto will observe the following protocol and deadlines for facility bookings; the information required by this protocol shall be in respect of the twelve month period from the Commencement Date of the period; (the following date references in paragraphs (a) to (c) are to the respective months immediately prior to the Commencement Date).

- |                                 |   |
|---------------------------------|---|
| (a) By June 1 <sup>st</sup>     | each party will provide to the other a memorandum of all space available and of the space required for their own use within their respective facilities.  |
| (b) By June 15 <sup>th</sup>    | each party will provide to the other a written application for such of the listed available space of the other that such party wishes to utilize, and at such time, mutual confirmations will be exchanged verifying the allocation of the available space. |
| (c) After July 15 <sup>th</sup> | either party may licence any of their own uncommitted facility to any qualified third party.  |
| (d) By November 1 <sup>st</sup> | to ensure maximum utilization, the parties will mutually conduct a re-evaluation of facility space requirements   |

and availability for the period from January 1 to August 31.

No subletting of facilities or unnecessary "block booking" is permitted.

## 2. PRIORITIES OF USE

- 2.1 In establishing and administering booking policies for joint use facilities, the parties hereto agree that the following priority schedule will apply over all other considerations in the process, (including any conflicting provision in these Joint Use Operating Regulations); priority of facility use shall be assigned to the following categories of user in this order of priority; with the exception of the Oak Bay High School artificial turf field.

|                  |                   |
|------------------|-------------------|
| First Priority:  | Facility Owner    |
| Second Priority: | Joint Use Partner |
| Third Priority:  | Community Groups  |

Artificial turf field priorities are:

|                  |                   |
|------------------|-------------------|
| First Priority:  | Facility Owner    |
| Second Priority: | Bays United       |
| Third Priority:  | Joint Use Partner |
| Fourth Priority: | Community Groups  |

- 2.2 Oak Bay's access to the Board of Education's Gymnasiums is limited to times from 4:00 p.m. to 10:00 p.m. Monday to Friday and 8:00 a.m. to 10:00 p.m. weekends.
- 2.3 The Board of Education's access to the Municipality Facilities is limited to school hours during the school year.
- 2.4 Oak Bay's access to the Oak Bay High School Theatre and large gymnasium is limited to a maximum of 12 events per year.
- 2.5 Both parties acknowledge the historical use of Municipality Facilities and School District Facilities by community groups and the intent here is not to disrupt those activities.

## 3. SCHOOL DISTRICT FACILITIES BOOKINGS

- 3.1 The day to day management, operation, and bookings of School District Facilities will be under the direction of the Facility Services Department of the Board of Education.

3.2 Subject to the Joint Use Agreement, all bookings of School District Facilities shall be subject to the policies and regulations established by the Board of Education from time to time.

3.3 All bookings of School District Facilities will be governed by the terms and conditions of the School Facilities Rental Agreement (hereinafter called the "Rental Agreement") as established by the Board of Education from time to time.

#### 4. MUNICIPALITY FACILITIES BOOKING

The Board of Education agrees to adhere to Oak Bay's policies governing the use of Municipality Facilities.

#### 5. CANCELLATION

5.1 When a booking has been confirmed for the use of School District Facilities or Municipality Facilities in accordance with the above protocol, neither party hereto may unilaterally cancel the booking. It is understood that in exceptional circumstance, the Board of Education or Oak Bay may apply for cancellation of a previously confirmed booking if a written application for such cancellation is made to the Management Committee at least 15 calendar days in advance of the confirmed booking date. If the application for cancellation is approved, the confirmed booking may be cancelled in favour of the alternate activity. All communication regarding cancellations shall be through the School District Facilities Department or the appropriate Municipality Facilities Supervisor with a copy to the Director of Parks and Recreation and to the Director of Facilities. In the event of such a cancellation, the parties will utilize every effort to provide suitable alternate facilities for the holder of the cancelled booking.

5.2 Notwithstanding the provisions of paragraph 5.1, a confirmed booking may be cancelled by the Board of Education or Oak Bay without notice if in the opinion of the Facility owner, acting reasonably, the Facility is unfit for the intended use.

5.3 In the case of any dispute with respect to a conflict in bookings or other emergent situation as to any of the facilities, an appeal may be made to the Management Committee. If the Management Committee is unable to resolve the matter, it shall be referred for a final decision to whichever of the Board of Education or Oak Bay Parks and Recreation Commission has jurisdiction over the facility in question.

#### 6. ADDITIONAL REQUIREMENTS

6.1 Except for recovery of additional labour and materials as provided in the Joint Use Agreement, Municipality Facilities and School District Facilities shall be

provided to the parties to this agreement without cost, with the exception of the Oak Bay High School Theatre.

- 6.2 Costs for recovery of Theatre Technicians and lighting costs, shall be identified at the time of booking the Oak Bay High School Theatre, and shall be at the published rates in place at that time.
- 6.3 The Board of Education or Oak Bay may establish regulations which require that additional staff be present during the use of a particular facility. Any such additional staff and the cost of the same shall be determined by the facility owner and communicated to the user at confirmation of booking.
- 6.4 Community use during weekends and holidays will require the recovery of custodial wages, per the published rates in place at that time.

## 7. SUITABILITY OF FACILITIES / MAINTENANCE

- 7.1 There is no warranty, expressed or implied, on the part of the Board of Education or Oak Bay, as to the suitability or condition of the facilities and the party using the same accepts the facility at its own risk. Facilities are provided in an "as is" condition.
- 7.2 Subject to Section 5 "Cancellation" above, the Board of Education or Oak Bay may substitute one facility for another instead of cancellation of the bookings under section 5.2.

## 8. EQUIPMENT

- 8.1 As equipment availability can vary between facilities, it is the responsibility of the user to make the necessary and appropriate equipment arrangements with the respective facility. All requests for equipment must be made in writing 7 days prior to use of the facility.

### SCHEDULE "B" to Joint Use Agreement

#### **Municipality Facilities:**

#### **Target Hours:**

|   |                     |
|---|---------------------|
| Oak Bay Recreation Centre Arena                 | 50 Hours per Year   |
| Oak Bay Recreation Centre Swimming Pool         | 30 Hours per Year   |
| Oak Bay Recreation Centre 4 Court Tennis Bubble | 300 Hours per Year  |
| Oak Bay Recreation Centre Indoor Sports Field   | 450 Hours per Year  |
| Carnarvon Park Sports Fields                    | Minimal As Required |
| Windsor Park Sports Fields                      | Minimal As Required |

#### **School District Facilities:**

#### **Target Hours:**

|   |   |
|---|---|
| Oak Bay High School Gymnasium #2 (Double)                 | 4 Weeks during Summer Mon.- Fri. 8 am - 5 pm                                      |
| Oak Bay High School Theatre                               | 12 Events per Year  |
| Oak Bay High School Drama Room                            | 7 (or 8 Weeks during a 10 week summer) Weeks during Summer Mon.- Fri. 8 am - 5 pm |
| Oak Bay High School Dance Studio                          | 7 (or 8 Weeks during a 10 week summer) Weeks during Summer Mon.- Fri. 8 am - 5 pm |
| Oak Bay High School Foods Room                            | 3 Hours per Week, 33 Weeks per Year   |
| Oak Bay High School Woodwork Shop                         | 3 Hours per Week, 33 Weeks per Year   |
| Oak Bay High School Art Room                              | 8 Hours per Week, 33 Weeks per Year   |
| Oak Bay High School Weight Training Room                  | 4 Hours per Week, 33 Weeks per Year   |
| Oak Bay High School Artificial Turf Soccer Pitch          | Mon.- Fri. 8 am - 5 pm, Last 2 Weeks August plus 2 Additional Summer Weeks        |
| Monterey School Gymnasium                                 | Tuesdays, 6:30-9 pm, During School Year   |
| Uplands School Gymnasium                                  | 4 Hours per Week (2 Evenings) 33 Weeks per Year                                   |
| Willows School Classrooms and Gymnasium                   | During summer hours as agreed by both parties                                     |
| Three Softball Diamonds; Elementary and/or Middle Schools | 300 Hours per Year  |

## **SCHEDULE "C" to Joint Use Agreement**

### **Section 11.3 of Operating Agreement – Insurance Requirement**

11.3 It is understood and agreed by the parties hereto that each party will, while this Agreement is in force, maintain their own insurance programs including:

#### **11.3.1 Commercial General Liability Insurance**

- (a) Each party shall provide Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
- (b) this insurance shall be an all risk, occurrence based policy with a five million dollars (\$5,000,000) minimum limit on an occurrence basis, and
- (c) the other party shall be named as an additional insured, and
- (d) this policy shall contain the separation of insureds, cross-liability clause in the conditions of the policy, and
- (e) the parties hereto further agree to furnish certificates confirming that such protection is in force if requested by the other party.

#### **11.3.2 Property Insurance**

- (a) Each party agrees to provide all risk property insurance in a form acceptable to the other party inclusive of fire, theft and flooding, in respect of the party's personal property and all machinery, equipment, property, and improvements owned or installed by the party in the Facility and,
- (b) this policy shall contain a waiver of subrogation clause in the favour of the other Party.

11.3.3 Despite any other provisions of this agreement to the contrary, neither party shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits,

even though such loss or damage might have been occasioned by the negligence of the other party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Agreement. Both Parties shall require their respective insurance companies to include a waiver of subrogation provision in their respective policies in order to implement this section.

- 11.3.4 Each Party shall require that each of their renters or licencees provide evidence of comprehensive general liability insurance in the amount of three million dollars (\$3,000,000) in the name of the renter to that set forth under this clause.
- 11.3.5 Maintenance of such insurance and the performance by the renter of its obligations under this schedule shall not relieve the party of liability under the indemnity provisions set forth in this Agreement.
- 11.3.6 It is agreed that either party to this Agreement may satisfy the insurance obligation described herein by way of self- insurance where that is the normal insurance response of the party proposing such satisfaction.



# FACILITIES SERVICES

491 CECILIA AVENUE, VICTORIA, BRITISH COLUMBIA V8T 4T4  
PHONE (250) 920-3400 FAX (250) 920-3461

TO: The Board of Education  
FROM: Tom Smith, Director of Facilities Services  
DATE: October 19, 2015  
RE: 2015/2016 Five Year Capital Plan

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As per the Ministry of Education's 2015/2016 Capital Plan Instructions dated July 8, 2015, the Board of Education of School District No. 61 (Greater Victoria) is required to submit their 2015/2016 Five Year Capital Plan to the Ministry of Education by November 2, 2015.

As in previous years School Districts have been advised that the 2015/2016 Capital Plan should address capital projects where school districts require school additions, replacements, major renovations, site acquisitions, seismic mitigation projects (SMP), building envelope projects (BEP), mechanical/energy system upgrades (MEUP) and bus purchases. The Ministry has added a new category called "Routine Capital", for which submissions were due to the Ministry by September 15, 2015. These submissions were to be less than \$1.5M and be able to be implemented prior to March 31, 2016. The routine capital projects are included in the five year capital plan.

Rationale for priority ranking includes the Ministry's seismic review, a review of our schools Facility Condition Index (FCI) previously completed by Ministry appointed auditors (VFA), and confirmation that projects included in prior Capital Plan submissions remain valid and a priority for our District.

The proposed 2015/2016 Five Year Capital Plan lists projects for the fiscal years 2015/2016 to 2019/2020 responding to our District's priority capital needs.

Priority has again been given to projects that represent our District's seismic requirements as identified in the Ministry's seismic review, previously identified Building Envelope Projects, Mechanical/Energy System Upgrades, and previously identified school projects. The changes made to our previously submitted Capital Plan (2013/2014) reflect the Ministry directive to prioritize requirements for future seismic projects based on the latest assessment results, and the logistics of accommodating students during construction activities.

The Ministry has advised the Board that it requires Boards to have a "School District Facilities Plan" in place so that there is context for discussions with the Ministry regarding priority project requests. Staff will be seeking Board approval to proceed with this initiative in the coming months.

...2



The Ministry's primary interest is in funding requests for "Routine Capital" and high priority seismic projects for 2015/2016 and 2016/2017, and therefore staff feel confident that the priorities included in the capital plan submission are supportable without a District Facilities plan in place. It will be important to have a School District Facilities Plan in place for the 2016/2017 Capital Plan Submission.

The Board is reminded that the following seismic upgrade capital projects have been previously approved by the Ministry:

- Shoreline 2016
- Cedar Hill 2017
- Victoria High 2017

Staff is currently working on implementation schedules, logistical issues, and Ministry approvals for the previously approved projects. These projects help to add context to the 2015/2016 capital plan submission.

To summarize the 2015/2016 Five Year Capital Plan submission:

- Year one (2016) identifies four Routine Capital Projects.
- Year two (2017) identifies three projects; two Building Envelope Remediation projects, and a major mechanical upgrade at Victoria High School to compliment the previously approved seismic project.
- Year three (2018) contains four seismic mitigation projects.
- Year four (2019) contains one seismic mitigation project and a replacement school request for Cedar Hill Middle School. Staff believes that there is a strong case to be made for a replacement school request given the facility condition rating of the school.
- Year five (2020) contains a replacement school request for Frank Hobbs Elementary and a request to increase capacity at Mount Douglas Secondary.

These projects are all supported by our current long range enrollment forecasts, Ministry supported facility condition audits and the internal review of our facilities.

**Recommended Motion:**

That the Board of Education of School District No. 61 (Greater Victoria) approve for submission to the Ministry of Education, the 2015/2016 Five Year Capital Plan.

## CP2 - Five Year Capital Plan Summary

School District: 61 Greater Victoria

Capital Plan Year: 2015/2016

Capital Plan Submission Date: Unsubmitted

| Existing Project<br>Priority No. | School District<br>Reference No. | Project<br>Title  | Year<br>One | Year<br>Two | Year<br>Three | Year<br>Four | Year<br>Five | Total<br>Funding |
|----------------------------------|----------------------------------|---|-------------|-------------|---------------|--------------|--------------|------------------|
| 1                                | N/A                              | MECHUP - MONTEREY MIDDLE SCHOOL<br>MONTEREY MIDDLE - BOILER REPLACEMENT                       | \$299,500   | \$0         | \$0           | \$0          | \$0          | \$299,500        |
| 2                                | N/A                              | RENO - CLOVERDALE ELEMENTARY<br>CLOVERDALE ELEMENTARY - STUDENT DROP-OFF AREA<br>IMPROVEMENTS | \$105,000   | \$0         | \$0           | \$0          | \$0          | \$105,000        |
| 3                                | N/A                              | MECHUP - DONCASTER ELEMENTARY<br>DONCASTER ELEMENTARY - VENTILATION UPGRADE                   | \$900,000   | \$0         | \$0           | \$0          | \$0          | \$900,000        |
| 4                                | N/A                              | RENO - MARGARET JENKINS ELEMENTARY<br>MARGARET JENKINS ELEMENTARY - ELECTRICAL<br>UPGRADE     | \$225,000   | \$0         | \$0           | \$0          | \$0          | \$225,000        |
| 5                                | 116268                           | MECHUP - VICTORIA HIGH SCHOOL<br>VICTORIA HIGH - MECHANICAL SYSTEM UPGRADE.                   | \$0         | \$1,815,000 | \$0           | \$0          | \$0          | \$1,815,000      |
| 6                                | 116270                           | BEP - LAMBRICK PARK SECONDARY<br>LAMBRICK PARK SECONDARY - BUILDING ENVELOPE<br>REMEDIATION   | \$0         | \$920,000   | \$0           | \$0          | \$0          | \$920,000        |
| 7                                | 116269                           | BEP - MOUNT DOUGLAS SECONDARY<br>MOUNT DOUGLAS SECONDARY - BUILDING ENVELOPE<br>REMEDIATION   | \$0         | \$518,000   | \$0           | \$0          | \$0          | \$518,000        |
| 8                                | 116920                           | SPS - BRAEFoot ELEMENTARY<br>BRAEFoot ELEMENTARY - SEISMIC UPGRADE                            | \$0         | \$0         | \$1,268,000   | \$0          | \$0          | \$1,268,000      |

## CP2 - Five Year Capital Plan Summary

School District: 61 Greater Victoria

Capital Plan Year: 2015/2016

Capital Plan Submission Date: Unsubmitted

| Existing Project<br>Priority | Project<br>No. | School District<br>Reference No. | Project<br>Title   | Year<br>One | Year<br>Two | Year<br>Three | Year<br>Four | Year<br>Five | Total<br>Funding |
|------------------------------|----------------|----------------------------------|--|-------------|-------------|---------------|--------------|--------------|------------------|
| 9                            | 116919         | 61SPS03                          | SPS - CRAIGFLOWER ELEMENTARY<br>CRAIGFLOWER ELEMENTARY - SEISMIC UPGRADE                         | \$0         | \$0         | \$2,624,195   | \$0          | \$0          | \$2,624,195      |
| 10                           | 116921         | 61SPS04                          | SPS - ARBUTUS MIDDLE SCHOOL<br>ARBUTUS MIDDLE - SEISMIC UPGRADE                                  | \$0         | \$0         | \$5,580,000   | \$0          | \$0          | \$5,580,000      |
| 11                           | 116922         | 61SPS05                          | SPS - REYNOLDS SECONDARY<br>REYNOLDS SECONDARY - SEISMIC UPGRADE                                 | \$0         | \$0         | \$10,027,120  | \$0          | \$0          | \$10,027,120     |
| 12                           | 116924         | 61SPS06                          | SPS - LAMBRICK PARK SECONDARY<br>LAMBRICK PARK SECONDARY - SEISMIC UPGRADE                       | \$0         | \$0         | \$0           | \$2,014,000  | \$0          | \$2,014,000      |
| 13                           | 114323         | 61REPLACE01                      | REPLACE - CEDAR HILL MIDDLE<br>CEDAR HILL MIDDLE - REPLACEMENT SCHOOL                            | \$0         | \$0         | \$0           | \$15,918,018 | \$0          | \$15,918,018     |
| 14                           | 115201         | 61REPLACE02                      | REPLACE - FRANK HOBBS ELEMENTARY<br>FRANK HOBBS ELEMENTARY - REPLACEMENT SCHOOL                  | \$0         | \$0         | \$0           | \$0          | \$9,556,736  | \$9,556,736      |
| 15                           | 108644         | 61ADD01                          | ADD - MOUNT DOUGLAS SECONDARY<br>MOUNT DOUGLAS SECONDARY - INCREASE CAPACITY<br>FROM 800 TO 1000 | \$0         | \$0         | \$0           | \$0          | \$5,864,747  | \$5,864,747      |
| <b>Total:</b>                |                |                                  |  | \$1,529,500 | \$3,253,000 | \$19,499,315  | \$17,932,018 | \$15,421,483 | \$57,635,316     |

### **Implementation Plan and Timeline for Parent Education Fund**

- 1) Greater Victoria School District Parent Advisory Councils will be advised of the opportunity and application process via school Principal's.
- 2) There will be two application deadlines, January 4, 2016 and May 31, 2016, that will support spring and fall parent education opportunities.
- 3) Questions regarding the application should be emailed to: [kedgar@sd61.bc.ca](mailto:kedgar@sd61.bc.ca).
- 4) Questions and Answers will be collated and a Q & A information sheet created for future applicants.
- 5) Applications will be reviewed and evaluated based on the merit of request, viability of the plan, community impact, identified parent interests, financial need, or alignment to school or district goals and initiatives.
- 6) The Deputy Superintendent will establish the selection team.
- 7) Successful applicants will be advised by January 31, 2016 and June 30, 2016 of grant funding allocations and reporting requirements.
- 8) Grant recipients will be required to submit a summary report within 30 days of completion of the initiative. This information will be used for reports to the Board of Education regarding the Parent Education Fund.

### **Parent Education Funding Final Summary Report**

Please provide a brief description of your experience. [Click here to enter text.](#)

How many participants? [Click here to enter text.](#)

Estimated total volunteer hours. [Click here to enter text.](#)

Additional Comments: What worked? What would you do differently next time? Would you recommend this experience to other PAC's?

[Click here to enter text.](#)

# **Greater Victoria School District No. 61**

## **Request for Parent Education Funding**

### **Introduction**

The Greater Victoria School District subscribes to the belief that BC public schools are learning communities where students, parents, educators, support staff and community members share the responsibility for student success. Parents have insight, enthusiasm and skills as well as a commitment to their children and public schools that contributes to the success of all students. By supporting parent education opportunities the Greater Victoria School District commits to supporting the key roles of parents in our school communities.

### **Funding Purpose**

Community connectedness can be measured by the extent to which people feel valued, supported, involved and engaged within their school. The \$7,000 fund for the 2015-2016 school year is intended to support parent connectedness in their school communities through access to funding for parent education opportunities.

### **Grants**

Parent Advisory Councils (PAC's) within the Greater Victoria School District may apply for Parent Education Funding to support parent education opportunities. Each individual PAC may apply for up to \$250. PAC's may apply together to combine their grant funding request. Requests for funding will be reviewed and evaluated based on the merit of the request, viability of the plan, community impact, identified parent interests, financial need or alignment to school or district goals and initiatives. Eligible expenses may include but are not limited to, workshop facilitator fees and honorariums; registration fees for parent education events; resources to support parent education; etc.

Applications for funding will be accepted twice per year. The application deadlines will be January 4, 2016 and May 31, 2016. Applicants will be advised by January 31, 2016 and June 30, 2016 of grant funding allocations. Recipients of the Parent Education Fund Grant will be required to submit a summary report about the initiative.

### **Application**

***Complete the following and submit to Karen Walters-Edgar, Senior Management Assistant to the Deputy Superintendent by January 4, 2016 to be considered for funding.***

### **Overview of the Request (up to 500 words)**

Provide a description of the PAC initiative and how this will support parent education and school connectedness. Identify why this activity will benefit the parent and school community. Does the activity align with a school or district goal or initiative? Does the activity address a parent interest? How will the event be promoted (posters, email, social media, newsletter, etc.)? [Click here to enter text.](#)

**Community Impact**

Specify the awareness and reach of the plan (ie: will the event be offered and promoted to other school communities)?

- ☐ Our School Community
- ☐ Family of Schools
- ☐ Community Groups - List here: [Click here to enter text.](#)

Who is involved in the planning, promotion and presentation? [Click here to enter text.](#)

Provide an estimate of the number of attendees. [Click here to enter text.](#)

**Budget**

Provide an estimate of activity expenses and sources of funding.

**Expenses (e.g. speaker costs, refreshments, custodial)**

|                                      |          |
|--------------------------------------|----------|
| <hr/>                                | \$ <hr/> |
| <hr/>                                | \$ <hr/> |
| <hr/>                                | \$ <hr/> |
| <hr/>                                | \$ <hr/> |
| <hr/>                                | \$ <hr/> |
| Estimated Total Cost of the Activity | \$ <hr/> |

**Other Sources of Funding if available:**

|       |          |
|-------|----------|
| <hr/> | \$ <hr/> |
| <hr/> | \$ <hr/> |

**Financial Need**

Amount requested \$ 

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## **Technology Stewardship Ad Hoc Committee Terms of Reference**

### **Purpose:**

The Technology Stewardship Committee is an ad hoc committee established by the board for the purpose of developing guidelines for the use of technology for our students and staff.

### **Deliverables:**

The Technology Stewardship Committee has three deliverables:

1. To recommend to the Board goals and supporting practices for the use of technology within the district.
2. To recommend to the Board implementation needs, strategies, and timelines flowing from any identified changes to current practice.
3. To recommend to the Board monitoring protocols and standards for the use of technology.

### **Membership:**

The committee will be comprised of the following voting members:

- One Trustee appointed by the Board Chair
- A senior staff member and/or IT staff member appointed by the Superintendent
- One appointed member from each of the District's employee groups
- One VCPAC representative
- Three PAC representatives (preference given to one from each schooling level – elementary, middle and secondary) to be selected by lottery from a list of those schools interested in participating. The lottery will take place at the first meeting of the Committee

### **Timeline:**

The Committee will prepare a summary report and implementation plan to be submitted to the December 2015 Operations, Policy and Planning Committee (OPPS) meeting. Updates will be provided to the OPPS Committee as information is available.

### **Voting:**

Decisions will be made by consensus, if possible. If no consensus is reached, a majority vote will take place.

### **Procedural notes:**

- Anyone may attend and contribute to the discussions without voting privileges
- Meeting dates, locations, agendas and minutes to be available on the District website

**Date Adopted:** June 15, 2015