

SCHOOL DISTRICT 63 (SAANICH)

FINANCE, FACILITIES & TECHNOLOGY COMMITTEE
Agenda

Committee Members: Trustee Elder, Chair
Trustee Hickman
Trustee McMurphy

Staff Support: Jason Reid, Secretary Treasurer
Dave Eberwein, Superintendent of Schools
Megan Cimaglia, Director of Finance
Rob Lumb, Director of Facilities
Cody Henschel, Director of Information Technology

Partner Representatives: Shannon Toronitz, STA
CUPE
Ryan Braun, SAA
COPACS

**Tuesday, January 6, 2026
10:30 am**

A. PRESENTATIONS AND QUESTIONS

Information Technology RefreshEd Update – Cody Henschel

B. ITEMS FOR DISCUSSION

C. ITEMS FOR RECOMMENDATION

1. 2025 Long Range Facility Plan – to follow

Staff Recommendation:

That the Board approve the 2025 Long Range Facility Plan.

2. Claremont Beach Volleyball Project

Staff Recommendation:

That the Board approve in principle the proposed volleyball facility at Claremont Secondary School, with final approval to occur following finalization of the agreements with the District of Saanich and Urban Rec.

3. SIDES Non-Resident Fees

Staff Recommendation:

That the Board approve an online learning course fee of \$1,500 per course when a course is not funded by the Ministry of Education and Childcare, and an additional \$175 administrative fee for SISP students, effective for the 2026/27 school year.

D. ITEMS FOR INFORMATION

1. Fiscal Forecast – to follow

E. FUTURE AGENDA ITEMS

- Fiscal Forecast (Feb)
- 2025/26 Amended Budget (Feb)
- Report from Budget Advisory Committee (Feb)
- Risk Management Report (Feb/Mar)
- Trustee Remuneration (Mar)

To: Finance, Facilities & Technology Committee

Prepared By: Jason Reid
Secretary Treasurer

Subject: Urban Rec Claremont Proposal

Date: December 18, 2025

Purpose and Background

The purpose of this briefing note is to recommend that the Board approve in principle entering into a construction agreement and an operating agreement with Urban Rec Society and a license agreement with the District of Saanich.

The Urban Rec Society is proposing to build an 8-court beach volleyball facility on the field of Claremont Secondary.

The key attributes of the proposed arrangement include the following:

- The facility will be available for exclusive school use during school hours providing a new athletic facility for students.
- Urban Rec will operate recreational leagues Monday through Thursday evenings from April to September between the hours of 6:00pm and 8:30pm. The courts will be available for community use outside of school hours and when not being used by Urban Rec.
- Urban Rec will fund the design and construction of the facility.
- At the conclusion of the term or extension term, Urban Rec will fund the cost of removing the volleyball courts and returning the land to its original state.
- Urban Rec will be responsible for repairs and maintenance over the term of the agreement.
- The term of the agreement is 5 years with the option to renew for an additional 5-year term. The Board's consent to the renewal term shall not be unreasonably withheld.

Project Feasibility Work

In June 2025, the school canvassed the local neighbourhood providing information pamphlets as well as an opportunity for face-to-face feedback and a link to an online feedback form. The feedback received was overwhelmingly positive and supportive. Concerns were raised by some residents relating to the issue of lighting. Throughout the feasibility stage, participants were assured that lighting would not be installed as part of the beach volleyball facility.

In September 2025, a land survey was completed defining the location and boundaries of the proposed volleyball facility (see Schedule A (last page) in Attachment 1). As a portion of the facility boundaries extends onto municipal property, discussions with the District of Saanich have been ongoing throughout the project feasibility stage.

Following completion of the facility plan, the school hosted an open house on November 18, 2025. The school delivered over 400 flyers in the community inviting residents to the open house and also sent an invitation by email to all Claremont families. There were over 30 attendees at the open house including neighbours, parents, students, and alumni. A presentation of the proposed facility plan and its benefits was followed by discussion and questions and answers. A link was also provided to an optional online survey to provide a further option for feedback. The following is a summary of the open house feedback:

- Parents and alumni spoke in favour of the project and the resulting benefits for students.
- There were a number of questions related to washrooms, parking, lighting, noise and court bookings (a Q&A document was prepared for the open house regarding these questions – see attachment 3).
- One resident expressed concern that lighting may be added in the future. It was confirmed that lighting was not necessary for this facility and that lighting would not be considered in the future.
- One resident was hopeful washrooms would be added in the future and noted that they were long overdue considering the activities and events occurring on the track, field, tennis courts and now the volleyball courts. It was noted that this request has been made to the District of Saanich and we hoped washrooms would be added in the future.

A portion of the facility boundaries extends onto municipal land. In the survey site plan (see Schedule A in attachment 1), the property line between school district and municipal property is shown as a purple coloured line. The District of Saanich is supportive of this project and has agreed to license use of their land for the purpose of constructing and operating the proposed tennis courts. A draft license agreement has been received from the District of Saanich.

Ownership of a portion of the land by the District of Saanich and the related license agreement with the District of Saanich needs to be reflected in the agreements with Urban Rec. We also need to ensure that the rights and obligations in our agreement with the District of Saanich align with our agreements with Urban Rec. This review by the school district's legal counsel is currently underway.

As the school and Urban Rec are hopeful construction of the facility can occur over spring break, at this time we are recommending project approval in principle confirming the Board's support for this project. A recommendation that the Board provide final project approval is planned for February and will be conditional on successful finalization and alignment of the agreements.

A copy of the draft construction and operating agreements with Urban Rec (prior to alignment with District of Saanich Agreement) are included for information as Attachments 1 and 2.

Staff Recommendation

That the Board approve in principle the proposed volleyball facility at Claremont Secondary School, with final approval to occur following finalization of the agreements with the District of Saanich and Urban Rec.

With Respect,



Jason Reid
Secretary Treasurer

JR/klg

Attachment: 1 – Draft Construction Agreement
2 – Draft Operating Agreement
3 – Questions that have come up

**CLAREMONT HIGH SCHOOL
BEACH VOLLEYBALL COURT CONSTRUCTION AGREEMENT AND LICENSE**

This “**Agreement**” dated for reference November [◆],2025(the “**Reference Date**”) is

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 63
(SAANICH)**, a board of education established under the *School Act* with an office at 2125 Keating Cross Rd, Saanichton, BC V8M 2A5
(the “**Board**”)

AND:

URBAN REC SOCIETY, a society incorporated pursuant to the *Societies Act* of British Columbia with an office at 625 East 16th Avenue, Vancouver, BC V5T 2V3
(“**Urban Rec**”)

WHEREAS:

- A. The Board is the owner in fee simple of a parcel of land located in the District Saanich, Province of British Columbia and more particularly known and described as: PID: 023-231-661, LOT B SECTION 29 LAKE PLAN VIP62210 CLAREMONT SECONDARY SCHOOL (the “**Lands**”)
- B. Urban Rec has agreed to construct and install the Volleyball Court Improvements, as defined in this Agreement, on the terms and conditions set out in this Agreement; and
- C. The Board and Urban Rec (collectively, the “**Parties**” and individually, a “**Party**”) are concurrently entering into an agreement entitled the Beach Volleyball Court Use and Operating Agreement and License dated for reference as of the Reference Date of this Agreement (the “**Operating Agreement**”) to govern the Parties’ use and maintenance of the Volleyball Court Improvements and related amenities after construction;

NOW THEREFORE in consideration of the premises herein contained, and the sums to be paid by Urban Rec and by the Board herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **License to Construct –**

- (a) Subject to Section 1(b) of this Agreement, the Board grants to Urban Rec a license and permission to enter and occupy the portions of the Lands shown outlined in bold on the sketch plan attached hereto as Schedule A (the

“Construction Licence Area”) for the purpose of constructing and installing the Volley Court Improvements, as defined in section 2 herein, all on the terms and conditions contained herein.

(b) The license and permission granted by the Board to Urban Rec pursuant to Section 1(a) shall not commence until such time as the Board has approved in writing Urban Rec’s construction schedule for the Volleyball Court Improvements (as defined below in Section 2) and Urban Rec acknowledges and agrees that the license and permission granted in Section 1(a) shall be applicable only for the duration of the construction schedule approved by the Board in writing.

2. **Volleyball Court Improvements** – Urban Rec shall, at its sole cost and expense, construct and install eight (8) beach volleyball courts playing field, , , drainage, , hard and soft landscaping, hydroseed and other court infrastructure in accordance with the plans and specifications approved by the Board in writing (the “**Plans and Specifications**”) in the locations shown on the sketch plan attached hereto as Schedule A (collectively, the “**Volleyball Court Improvements**”). If the Board does not approve the Plans and Specifications, the Board may terminate this Agreement and the Operating Agreement without any liability to Urban Rec.

3. **Site Preparation** – Urban Rec shall, at its sole cost and expense, complete the following work: prepare design drawings, complete site preparation and stripping, locate services, level site, source and place sand, post placement, hydroseed, install nets and other equipment for the Volleyball Court Improvements. In addition, prior to commencing any work pursuant to this Agreement, Urban Rec shall fence off the Construction Licence Area so that no unauthorized persons (including, for greater certainty, minors and students) may access the Construction Licence Area.

4. **Date for Completing Volleyball Court Improvements** – Urban Rec shall use best efforts to achieve substantial completion of the Volleyball Court Improvements in accordance with the Plans and Specifications as certified by Urban Rec’s professional consultant as soon as practicable; provided that the date of substantial completion as certified by Urban Rec’s professional consultant shall be no later than the earlier of the following dates:

(a) March 29, 2026; and

(b) such other date as may be mutually agreed to by the Board and Urban Rec.

5. **Costs relating to the Volleyball Court Improvements** – Urban Rec shall construct and install the Volleyball Court Improvements in accordance with the Plans and Specifications at Urban Rec’s sole cost and expense.

6. **Board’s Contribution to Cost of the Volleyball Court Improvements** – The Board shall have no obligation whatsoever to contribute towards the cost or expense relating to the Volleyball Court Improvements.

7. **Engagement of Contractor** – Urban Rec will retain the services of a qualified contractor (the “**Contractor**”) to undertake the construction and installation of the Volleyball Court Improvements using a construction contract on terms consistent with the terms of this Agreement in a form that has been approved in writing by the Board, acting reasonably, prior to the signing of this Agreement (the “**Construction Contract**”).
8. **Materials** - All products and materials provided in respect of the Volleyball Court Improvements shall be new and in accordance with the Plans and Specifications. Any products that are not specified shall be of a quality well suited to the purpose required.
9. **Standard of Work** – Urban Rec will use best efforts to ensure that all work performed on the Volleyball Court Improvements (if applicable) is performed in a good and workmanlike manner within the defined construction zones shown in Schedule A, in accordance with the Plans and Specifications and all applicable laws, regulations and directions of authorities having jurisdiction. Urban Rec is responsible for applying for, obtaining or issuing the required permits for this project in accordance with the lawful requirements of all governmental authorities having jurisdiction.
10. **Changes to Plans and Specifications** – Urban Rec shall not make any material change to the Plans and Specifications without the prior written approval of the Board’s designated project manager (the “**Board’s Representative**”).
11. **Warranty** – Urban Rec will obtain from the Contractor a five (5) year warranty for the Volleyball Court Improvements in favour of the Board and Urban Rec on terms and subject to conditions acceptable to the Board.
12. **Environmental** – Urban Rec covenants and agrees with the Board as follows:
 - (a) to comply, and cause any person for whom it is in law responsible to comply, with all environmental laws regarding Urban Rec’s use and occupancy of the Construction Licence Area, including obtaining all applicable permits or other authorizations;
 - (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Construction Licence Area any contaminants;
 - (c) to notify the Board immediately if Urban Rec has knowledge that any contaminants have been released on the Construction Licence Area or have otherwise come to be located on, under or about the Construction Licence Area, or any part thereof;
 - (d) to remove from the Construction Licence Area any contaminants, and remediate the Construction Licence Area to the extent caused by the use of the Construction Licence Area by Urban Rec or those for whom Urban Rec is responsible at law, and in a manner which conforms to environmental laws governing such removal and remediation; and

(e) to indemnify and save harmless the Board from and against any claims, demands, actions and causes of action, proceedings, losses, costs (including reasonable legal, consulting or other professional fees, disbursements and taxes), fines, orders, expenses, damages, liabilities, injuries or property damage to the extent caused by the use, manufacture, transportation, storage, emission, release or disposal of contaminants by Urban Rec, on, under or about the Construction Licence Area. This indemnity shall survive the expiration or earlier termination of this Agreement.

13. **Insurance** – Urban Rec shall, without limiting Urban Rec's obligations or liabilities and at Urban Rec's own cost and expense, purchase and maintain (and cause its contractors to purchase and maintain) throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Board:

- (a) Commercial General Liability insurance applying to the operations of Urban Rec and Urban Rec's contractors carried on, in and from the Construction Licence Area and which coverage shall include, without limitation, claims for personal injury, bodily injury, death or property damage and contractual liabilities, in an amount not less than \$5,000,000 inclusive per occurrence;
- (b) Automobile Liability Insurance to a limit of liability of not less than \$2,000,000 in any one accident, covering all motor vehicles owned or leased by Urban Rec and used directly or indirectly in the performance of the construction and installation of the Volleyball Court Improvements; and
- (c) Workers Compensation Insurance coverage as required pursuant to applicable legislation.

All liability insurance policies shall add the Board as an additional insured, shall contain a cross liability clause, and shall provide that each person, firm or corporation insured under the policies shall be insured in the same manner and to the same extent as if separate policies had been issued to each. All policies shall contain an undertaking by the insurers to notify the Board, in writing, not less than 30 days prior to any cancellation or other termination thereof, or any material change. Urban Rec agrees to provide the Board with certificates of insurance that confirm compliance by Urban Rec with the requirements of this Agreement.

14. **Indemnity** – Urban Rec will indemnify and save harmless the Board and those for whom the Board is responsible in law from and against any and all liabilities, claims, suits, actions, including actions of third parties, damages and costs, including without limitation, legal fees on a solicitor and own client basis, which the Board may incur, suffer or be put to arising out or in connection with any breach or non-performance of the obligations of Urban Rec under this Agreement, any loss or damage to property or personal injury, including death, of any person arising out of or in connection with the construction and installation of the Volleyball Court Improvements by Urban Rec, or its invitees, participants, directors, officers, employees, volunteers or agents. This indemnity shall survive the expiration or earlier termination of this Agreement.

15. **Inspection by Board** - The Board may inspect the Volleyball Court Improvements at any stage of construction or installation.
16. **Term** – The licence granted pursuant to section 1 herein shall be deemed amended on the date of substantial completion of the Volleyball Court Improvements as certified by Urban Rec's professional consultant to limit the licence to the extent necessary to permit Urban Rec and its Contractor to complete all remaining work under the Construction Contract and to correct any deficiencies.
17. **Interference with School Operations** – Urban Rec will stipulate in the Construction Contract that, in undertaking the construction and installation of the Volleyball Court Improvements, the Contractor must ensure that its employees, subcontractors and suppliers at all times stay out of the areas not outlined in bold on Schedule A attached hereto, and take all reasonable steps to minimize disruption or interference with the normal activities and operation of the School. Urban Rec will not use, and will not permit the Contractor or any of its subcontractors to use, the parking lots on the Lands, or block any access route currently used by the Board for fire safety, except only in accordance with the construction access shown on the plan attached as Schedule A or in accordance with alternative access arrangements that meet all applicable legal requirements and have been approved in advance in writing by the principal of the School or the Board's Representative, acting reasonably.
18. **Payment Schedule** – Urban Rec shall promptly pay when due all accounts and invoices in respect of the Volleyball Court Improvements. Urban Rec shall ensure that no lien, certificate of pending litigation or other encumbrance (a “**Charge**”) is filed or registered against the Lands in connection with the Volleyball Court Improvements, and if any Charge is filed Urban Rec will cause the Contractor to obtain its discharge forthwith.
19. **Default** – If a party to this Agreement (the “**Defaulting Party**”) fails to comply with any provision of this Agreement, then the other party (the “**Non-Defaulting Party**”) may give written notice to the Defaulting Party that the default must be rectified within 15 days of receipt of the notice. If the default is not rectified within the 15 days, then in addition to any other remedy available to it, the Non-Defaulting Party may, at its option:
 - (a) rectify the default, in which case the Defaulting Party shall pay the Non-Defaulting Party's costs associated with such rectification; or
 - (b) terminate this Agreement by giving written notice of termination to the Defaulting Party, whereupon this Agreement shall be terminated. In the event of the Board exercising such option to terminate, Urban Rec shall at the written request of the Board promptly remove any improvements, including without limitation the Volleyball Court Improvements, tools and materials that have been placed on the Lands, and otherwise restore the Lands to its prior condition, all solely at Urban Rec's expense.
20. **Corporate Proceedings** – Each Party warrants that it has taken all corporate proceedings required to enter into and perform its obligations pursuant to this Agreement.

21. **No Interest in Land** – The rights of Urban Rec pursuant to this Agreement are contractual only and this Agreement does not grant Urban Rec any further interest in land beyond a contractual license to use the Lands only to the extent specified in this Agreement.
22. **Fixtures** – The Parties acknowledge and agree that the Volleyball Court Improvements will be fixtures forming part of the Lands as they are constructed, and will be legally and beneficially owned solely by the Board, notwithstanding any other provision of this Agreement and notwithstanding any payment of costs by Urban Rec.
23. **Succession** – This Agreement and the license it contains are personal to Urban Rec and may not be assigned or sublicensed by Urban Rec, including by succession or by operation of law, except with the prior written consent of the Board, which may be arbitrarily withheld. The Board hereby consents to the sublicense by the District to the Contractor and subcontractors of the Contractor only for the purpose of building the Volleyball Court Improvements in accordance with the terms of this Agreement. This Agreement shall enure to the benefit of and be binding upon the Board and its successors and assigns, notwithstanding any rule of law or equity to the contrary.

24. **Dispute Resolution**

- (a) Any dispute arising between the Parties in connection with the interpretation or application of this Agreement will be referred to Urban Rec's President and the Board's Secretary-Treasurer for resolution. If the Urban Rec's President and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with subparagraph (b) of this section.
- (b) In the event that there is a dispute or controversy arising under, out of, or in connection with the interpretation or application of this Agreement, either Party will have the right to refer the determination of such dispute or controversy to a single arbitrator to be agreed upon by the Parties, and failing agreement, to an arbitrator appointed by a Judge of the Supreme Court of British Columbia. The determination by the arbitrator will be final and binding upon the Parties and their respective successors and permitted assigns. The fees and expenses of the arbitrator will be borne equally by the Parties. The provisions of this section will be deemed to be a submission to arbitration within the provisions of the *Arbitration Act* (British Columbia) and any statutory modifications or re-enactment thereof, provided that any limitations on the remuneration of the arbitrator imposed by such legislation will not be applicable. The arbitration will be held in the City of Victoria, British Columbia, unless otherwise agreed in writing by the Parties.

Notice and other General Provisions

25. Except in the case of an emergency, when notice may be given by telephone with later confirmation in writing, any notice which to be given under this Agreement shall be in

writing and either delivered by hand or by registered mail, postage prepaid, addressed as follows:

To Urban Rec:

Attention: President

Urban Rec Society
625 East 16th Avenue,
Victoria, BC V5T 2V3

To the Board:

Attention: Secretary Treasurer

The Board of Education of School District No. 63 (Saanich)
2125 Keating Cross Rd
Saanichton, BC V8M 2A5

or to such other address of which notice has been given as provided in this section.

26. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of that breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
27. If any term of this Agreement is held to be unenforceable by a court, that term is to be severed from this Agreement and the rest of this Agreement remains in force unaffected by the severance of that term.
28. This Agreement, and the Operating Agreement constitute the entire agreement between the Parties regarding the Lands, and supersede and replace all other negotiations and communications between the Parties regarding the Lands.
29. This Agreement may not be modified except by an agreement in writing signed by both Parties.
30. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law and remedies may be exercised in any order or concurrently.
31. Urban Rec acknowledges that the Board is a public body subject to the *Freedom of Information and Protection of Privacy Act* and as such, may be required to disclose documents exchanged between the Parties and documents created in this Agreement.
32. The Parties agree to do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

33. Time is of the essence of this Agreement.
34. No partnership nor joint venture nor trust nor any agency is created by or under this Agreement and the District does not have the authority to commit the Board to the payment of any money.

In witness whereof, the Parties have caused this Agreement to be executed and delivered by their authorized signatories as of the day and year first above written:

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63**

(SAANICH),

by its authorized signatory:

Secretary Treasurer

URBAN REC SOCIETY,

by its authorized signatories:

Name:

Title:

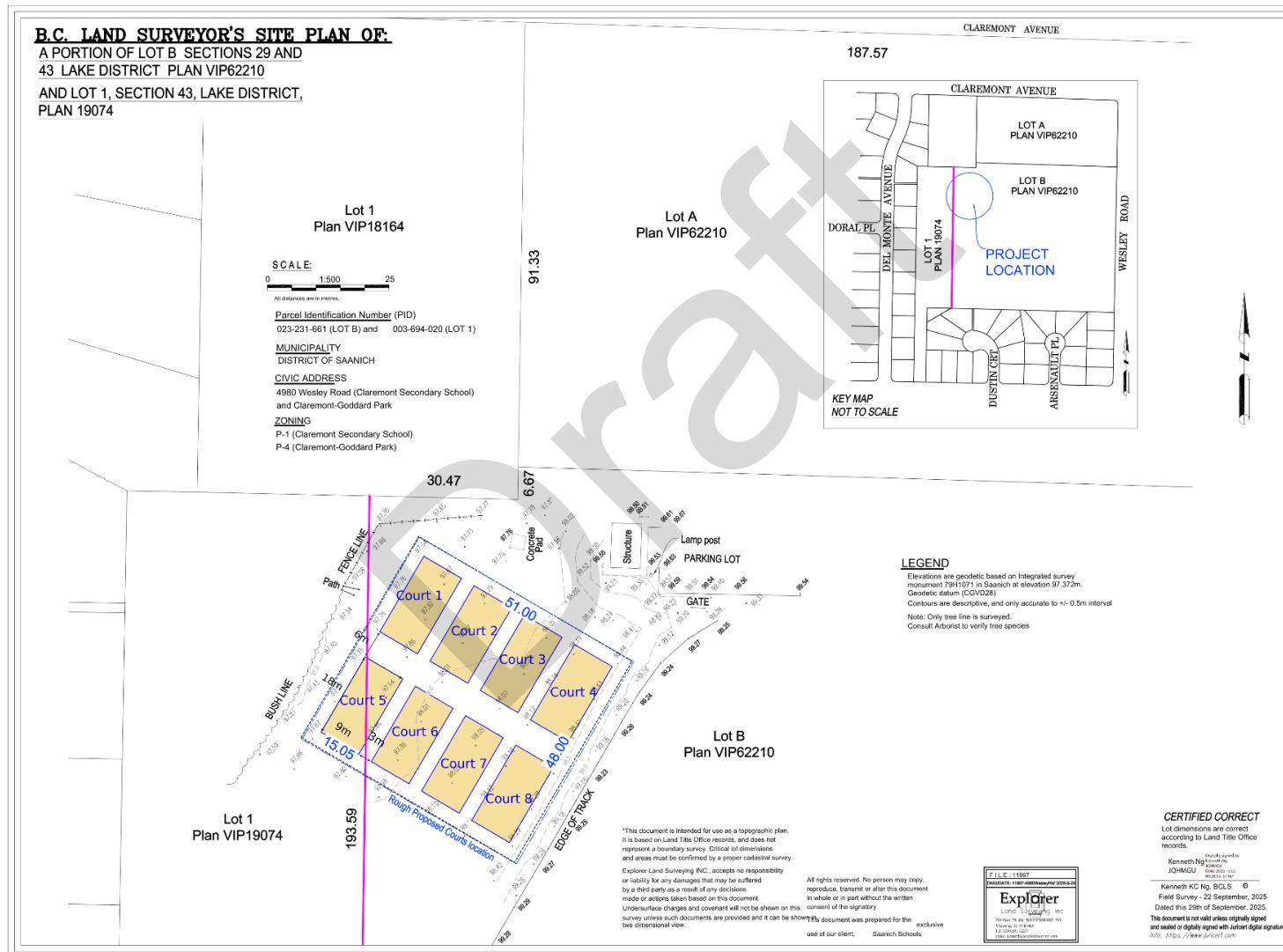
Name:

Title:

Attachment 1 - Draft Construction Agreement

SCHEDULE A

Sketch Plan - Construction Licence Area



Attachment 2 - Draft Operating Agreement

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CLAREMONT SECONDARY SCHOOL

BEACH VOLLEYBALL COURT USE AND OPERATING AGREEMENT AND LICENSE

This “**Agreement**” dated for reference November [◆], 2025 (the “**Reference Date**”) is

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 63 (SAANICH), a board of education established under the *School Act* with an office at 2125 Keating Cross Rd, Saanichton, BC V8M 2A5
(the “**Board**”)

AND:

URBAN REC SOCIETY, a society incorporated pursuant to the *Societies Act* of British Columbia with an office at 625 East 16th Avenue, Vancouver, BC V5T 2V3
(“**Urban Rec**”)

WHEREAS:

- A. The Board is the owner in fee simple of a parcel of land located in the District Saanich, Province of British Columbia and more particularly known and described as: PID: 023-231-661, LOT B SECTION 29 LAKE PLAN VIP62210 CLAREMONT SECONDARY SCHOOL (the “**Lands**”) upon which is located a building (the “**Building**”) at which the Board operates Claremont Secondary School (the “**School**”);
- B. Concurrent with entering into this Agreement, the Parties have entered into a Beach Volleyball Court Construction Agreement and License (the “**Construction Agreement**”) providing for the construction and installation of Volleyball Court Improvements (as defined in the Construction Agreement) (the “**Volleyball Court Improvements**”) in accordance with the plans and specifications attached to the Construction Agreement, located as shown in bold outline on the site plan attached hereto as Schedule A; and
- C. The Parties wish to set out their respective rights and obligations in relation to the use, maintenance and operation of the Volleyball Court Improvements.

NOW THEREFORE in consideration of the premises herein contained, and the sums herein paid by Urban Rec to the Board and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Board and Urban Rec (collectively, the “**Parties**” and individually, a “**Party**”), the Parties hereby agree as follows:

1. **Grant of License –**

- (a) Subject to Section 1(b) and subject to the completion of the construction and installation of the Volleyball Court Improvements in accordance with the terms and conditions of the Construction Agreement, the Board hereby grants to Urban Rec a non-exclusive license for Urban Rec and its officers, employees, volunteers and participants (collectively, the “**Urban Rec Users**”) to enter, occupy and use the Volleyball Court Improvements between the hours of 6 p.m. and 8:30 p.m. (Pacific

Attachment 2 - Draft Operating Agreement

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Time) on Monday, Tuesday, Wednesday and Thursday from April 1 to September 30 in each year of the Term (as defined below) (the “**Urban Rec Use Hours**”), subject always to sections 5 and 6 of this Agreement, all for the purposes and subject to the terms and conditions set out in this Agreement (the “**License**”). The foregoing License is granted for the sole purpose of a co-ed recreational beach volleyball league.

(b) On or before March 1st of each and every year of the Term, Urban Rec shall deliver to the Board written notice specifying the number of volleyball courts, the dates of use and the hours of use during the Urban Rec Hours that Urban Rec will book. Any Volleyball Court Improvements not booked by Urban Rec on or before March 1st of each and every year of the Term for use during the Urban Rec Hours shall be made available for public use in accordance with Section 6 without any further notice to Urban Rec.

2. **Term** – The Term of this Agreement commences on April 1, 2026 and expires on March 31, 2031 (the “Initial Term”).

Urban Rec may request an extension of this Agreement for one subsequent term of up to five (5) years (the “Extension Term”) by providing written notice to the Board no later than twelve (12) months prior to the expiry of the Initial Term.

The Parties *shall act reasonably and in good faith* in considering any request for an Extension Term. The Board’s consent to an Extension Term shall not be unreasonably withheld, conditioned, or delayed.

3. **Termination** – The Parties may terminate the License at any time by written agreement. The Board may terminate the License if the Volleyball Court Improvements are closed pursuant to section 14 of this Agreement and such closure has continued for a period of one (1) year or more. Neither Party shall be entitled to any compensation as a result of any termination under this section 2, provided that such termination shall not relieve Urban Rec of its obligations under section 15(c), nor affect any claim by either Party relating to a default under this Agreement.

4. **Consideration for Grant of License –**

(a) The Board acknowledges and agrees that the grant of the License by the Board is in consideration of Urban Rec and installing the Volleyball Court Improvements at Urban Rec’s cost pursuant to the Construction Agreement. Urban Rec shall not be entitled to any refund of this amount, in whole or in part, if the License is terminated in accordance with its terms.

(b) In further consideration of the grant of this License, Urban Rec shall pay to the Board an hourly license fee of \$10.00 (exclusive of applicable taxes) per volleyball court (the “**License Fee**”). Urban Rec shall pay the monthly total of the License Fee on the last day of each and every month during the Term and, subject to section 4(c), without set-off, deduction or abatement.

(c) Urban Rec may set off the estimated capital contribution of \$160,000 (inclusive of applicable taxes) incurred in the construction and installation of the Volleyball Court Improvements (the “**Estimated Capital Contribution**”) against the License

Attachment 2 - Draft Operating Agreement

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Fee. Upon substantial completion of Volleyball Court Improvements, Urban Rec shall promptly deliver to the Board all invoices in connection with the costs incurred in the construction and installation of the Volleyball Court Improvements for the purposes of determining the actual capital contribution of Urban Rec. The Parties will then readjust the Estimated Capital Contribution by an amount equal to the difference between the actual capital contribution incurred by the Urban Rec and the Estimated Capital Contribution, which adjusted amount shall be the capital contribution of Urban Rec incurred in the construction and installation of the Volleyball Court Improvements (the "**Capital Contribution**"); provided that if the Capital Contribution exceeds \$160,000 (inclusive of applicable taxes) then the Capital Contribution shall be deemed to be \$160,000 (inclusive of applicable taxes). Urban Rec acknowledges and agrees that the calculations and records of the Board as to the set-off of the Capital Contribution against the License Fee shall be binding on the Parties.

5. **Use of Volleyball Court Improvements by the Board** – Subject to section 14, the Board will have exclusive use of the Volleyball Court Improvements from 7:00 AM to 3:30 PM (Pacific Time) on School Days (the "**Board Use Hours**"). For the purpose of this Agreement, "**School Days**" means all week days other than statutory holidays, school holidays (including without limitation summer holidays, spring break and Christmas holidays), and days when there are no scheduled classes including professional days.
6. **Other Use of Volleyball Court Improvements** – Except in respect of the Board Use Hours set out in section 5 and in respect of Urban Rec Use Hours set out in section 1, the Volleyball Court Improvements will be available for use by the public from time to time in the discretion of the Board.
7. **Rules and restrictions regarding use** – Urban Rec may make, amend, enforce and rescind reasonable rules, regulations and security arrangements governing, restricting or affecting the use of the Volleyball Court Improvements during the Urban Rec Use Hours provided that each such rule, regulation and security arrangement:
 - (a) does not compromise or undermine the Board Use Hours;
 - (b) promotes the good and reasonable management of the Volleyball Court Improvements, and are solely for the purpose of regulating the use, enjoyment, safety, cleanliness, management, inspection, maintenance or operation of the Volleyball Court Improvements or any part or parts thereof;
 - (c) applies to the Urban Rec Users only; and
 - (d) does not constitute a site specific rule or regulation unless it has been approved by the Board's Secretary/Treasurer or his or her delegate, which approval shall not be unreasonably withheld.

For certainty, nothing in this Section 7 affects the Board's authority to establish its own rules and regulations from time to time relating to occupancy and use of Board lands and facilities on Board lands including, without limitation, the Volleyball Court Improvements. Board rules and regulations shall apply to all occupants and users of Board lands in addition to any Urban Rec rules and regulations. For example, regardless of what Urban Rec rules or regulations prohibit or permit, no consumption or use of any tobacco,

Attachment 2 - Draft Operating Agreement

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cannabis or vapor products will be permitted by any person anywhere on the Lands at any time. In the event of any conflict between the rules and regulations of the Board and the rules and regulations established by Urban Rec under this Section 7, the more stringent rules and regulations shall apply during Urban Rec Use Hours.

8. **Fees** - The Board may, in its sole discretion, impose fees for the use of the Volleyball Court Improvements by the public pursuant to section 6, and all such revenue will be the sole property of the Board.
9. **Custodial services** – Custodial responsibility for the Volleyball Court Improvements, including the collection of litter and unwanted debris from the Volleyball Court Improvements and the immediately surrounding area, shall be borne by
 - (a) Urban Rec during use by Urban Rec (including, without limitation, the Urban Rec Use Hours), and Urban Rec shall ensure that the Volleyball Court Improvements and the areas immediately surrounding the Volleyball Court Improvements are clean and ready for use by the Board after use by Urban Rec; and
 - (b) the Board at all times other than the Urban Rec Use Hours and use by Urban Rec.

10. **Maintenance of the Volleyball Court Improvements**

- (a) Except to the extent set out in Sections 9 and 11, Urban Rec shall, at its sole cost and expense, be responsible for the day-to-day maintenance, repair and inspection of the Volleyball Court Improvements to the same standard as similar Board-owned facilities and in compliance with all applicable laws of all authorities having jurisdiction. Urban Rec shall ensure that such work does not disrupt or interfere with the normal activities and operation of the School and that such work is undertaken in an expeditious manner. For greater certainty, the day-to-day maintenance shall include, without limitation, weekly re-tensioning of volleyball nets, raking/tiling of sand as needed to ensure proper drainage and monthly net and boundary line inspection / maintenance.
- (b) Notwithstanding any other provision contained in this Agreement, the Board will not be responsible for any costs, expenses and contributions to Urban Rec for any repair, replacement or maintenance costs incurred by Urban Rec pursuant to this Agreement.

11. **Capital Improvement, Replacement and Repair Costs**

- a) Urban Rec shall be responsible, at its sole cost and expense, for all Capital Upgrades, Replacements, or Repairs required to maintain the Courts in a safe and functional condition during the Term.
- b) Urban Rec's liability for Capital Upgrades shall be limited to works necessitated by *reasonable wear and tear* and shall not include upgrades or replacements required due to *vandalism, extreme weather events, misuse by third parties, or causes unrelated to Urban Rec's operations*.
- c) Urban Rec's total obligation for Capital Upgrades during the Term shall not exceed \$10,000 in aggregate.

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- d) The Parties shall meet in good faith to assess any required Capital Upgrade exceeding such amount.
- e) Urban Rec's election not to perform Capital Upgrades after the ninth (9th) anniversary shall not, by itself, result in termination. The Parties shall meet in good faith to determine an equitable approach, which may include cost-sharing, phased work, or amendment of the operating hours.

12. **Urban Rec Use of Contractors** – Urban Rec may from time to time retain, at its sole cost and expense, contractors and consultants to undertake its maintenance and repair obligations in relation to Volleyball Court Improvements; provided that Urban Rec first obtains the Board's prior written approval for such contractors and consultants retained by Urban Rec.

13. **Lighting** – Urban Rec acknowledges and agrees that the Board shall not be responsible for providing any lighting for the Volleyball Court Improvements.

14. **Closure for Maintenance** – If the Board determines the Courts must be closed for safety, environmental, or operational reasons, the Board shall act reasonably and provide written notice to Urban Rec outlining the reason for closure and anticipated duration.

- a) During any closure exceeding sixty (60) consecutive days not caused by Urban Rec, Urban Rec shall have no maintenance or operating obligations and the Term shall be equitably extended or corresponding financial offsets applied.

15. **Removal of the Volleyball Court Improvements** –

- (a) If, prior to the expiry of the initial Term, Urban Rec delivers a written notice to the Board exercising the Extension Option and the Board does not agree to grant the Extension Option to Urban Rec, then Urban Rec will remove the Volleyball Court Improvements within one (1) month after the expiry of the initial Term and restore the affected Lands to their original state prior to the execution and delivery of this Agreement. All costs of such removal and restoration shall be paid by Urban Rec.
- (b) If, prior to the expiry of the Extension Term, the Board delivers a written notice to Urban Rec requesting that Urban Rec remove the Volleyball Court Improvements, or part thereof, then Urban Rec shall, within three (3) month after the expiry of the Extension Term, remove the said Volleyball Court Improvements as requested and restore the affected Lands to their original state prior to this execution and delivery of this Agreement. All costs of such removal and restoration shall be paid by Urban Rec.
- (c) If, prior to the effective date of termination of this Agreement, the Board delivers a written notice to Urban Rec requesting that Urban Rec remove the Volleyball Court Improvements, or part thereof, then Urban Rec shall, within three (3) months after the effective date of termination of this Agreement, remove the said Volleyball Court Improvements as requested and restore the affected Lands to their original state prior to this execution and delivery of this Agreement. All costs of such removal and restoration shall be paid by Urban Rec

16. **Indemnity** - Urban Rec shall indemnify and save harmless the Board and those for whom the Board is responsible in law from any and all losses, claims, damages, or liabilities

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arising out of Urban Rec's use or occupation of the Courts, except to the extent caused by the negligence or willful misconduct of the Board or its employees, agents, or contractors.

17. The Board shall indemnify and save harmless Urban Rec from any losses, claims, damages, or liabilities arising out of the Board's negligence, breach of this Agreement, or failure to maintain Board-owned systems, structures, or surrounding premises.

18. **Insurance**

- (a) The Board has liability and property coverage under the provisions of the Schools Protection Program, a self-insurance program established and administered by the British Columbia Ministry of Finance and the British Columbia Ministry of Education and Childcare. Confirmation of insurance coverage will be provided by the Board to Urban Rec upon written request by Urban Rec.
- (b) Throughout the Term, Urban Rec will maintain a minimum of Five Million (\$5,000,000) Dollars of Commercial General Liability insurance against personal injury, death and property damage arising out of the operation, use, maintenance or occupation of the Volleyball Court Improvements, and arising out of liability assumed under this Agreement, for the duration of the Agreement and such insurance will name the Board as an additional insured, be endorsed to provide the Board with at least 30 days advanced written notice of cancellation or material change, and include a cross liability clause. Urban Rec agrees to furnish certificates confirming such insurance coverage if requested by the Board.

19. **Default** - If a Party to this Agreement (the "**Defaulting Party**") fails to comply with any provision of this Agreement, then the other Party (the "**Non-Defaulting Party**") may give written notice to the Defaulting Party that the default must be rectified within 15 days of receipt of the notice. If the default is not rectified within the 15 days, then in addition to any other remedy available to it:

- (a) the Non-Defaulting Party may rectify the default, in which case the Defaulting Party shall pay the Non-Defaulting Party's costs associated with such rectification; or
- (b) if the default is a material default in a fundamental term of this Agreement and substantially deprives the Non-Defaulting Party of the benefits it was to receive under this Agreement, then the Non-Defaulting Party may terminate this Agreement by giving written notice of termination to the Defaulting Party, whereupon this Agreement will be terminated.

Nothing in this paragraph shall prevent any Party from applying to enjoin or restrain any wrongful action or seeking damages therefor.

20. **Force Majeure** – The obligations of the Parties under this Agreement shall be suspended during any period when a Party is prevented from fulfilling its obligations for reasons beyond its reasonable control, including, without limitation, strikes, lockouts, riots, pandemics, epidemics or other civil disorders, fires, floods, and other natural disasters or acts of God. This provision shall not relieve a Party of an obligation to pay an amount owing when it is due.

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21. **Corporate Proceedings** – Each Party warrants that it has taken all corporate proceedings required to enter into and perform its obligations pursuant to this Agreement.
22. **No Interest in Land** – The rights of Urban Rec pursuant to this Agreement are contractual only and this Agreement does not grant Urban Rec any further interest in land beyond a contractual license to use the Lands only to the extent specified in this Agreement.
23. **Fixtures** – The Parties acknowledge and agree that the Volleyball Court Improvements are and will continue to be fixtures forming part of the Lands, and are and will be legally owned by the Board.
24. **Succession** – This Agreement and the License it contains are personal to Urban Rec and may not be assigned or sublicensed by Urban Rec, including by succession or by operation of law, except with the prior written consent of the Board, which may be arbitrarily withheld. This Agreement shall enure to the benefit of and be binding upon the Board and Urban Rec and their respective successors and approved assigns, notwithstanding any rule of law or equity to the contrary.
25. **Dispute Resolution**
 - (a) Any dispute arising between the Parties in connection with the interpretation or application of this Agreement or with the use and operation of the Volleyball Court Improvements pursuant to this Agreement will be referred to the Urban Rec's President and the Board's Secretary/Treasurer for resolution. If Urban Rec's President and the Board's Secretary/Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with sub- paragraph (b) of this section.
 - (b) If either Party serves notice on the other Party under section 25(a), the determination of the unresolved dispute or controversy to a single arbitrator to be agreed upon by the Parties and failing agreement, to an arbitrator appointed by a Judge of the Supreme Court of British Columbia. The determination by the arbitrator will be final and binding upon the Parties and their respective successors and permitted assigns. The fees and expenses of the arbitrator will be borne equally by the Parties. The provisions of this section will be deemed to be a submission to arbitration within the provisions of the *Arbitration Act* (British Columbia) and any statutory modifications or re-enactment thereof, provided that any limitations on the remuneration of the arbitrator imposed by such legislation will not be applicable. The arbitration will be held in the City of Victoria, British Columbia, unless otherwise agreed in writing by the Parties.

Notice and other General Provisions

26. Except in the case of an emergency, when notice may be given by telephone with later confirmation in writing, any notice which to be given under this Agreement shall be in writing and either delivered by hand or by registered mail, postage prepaid, addressed as follows:
 - (a) To Urban Rec:

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Attention: President

Urban Rec Society
625 East 16th Avenue,
Vancouver, BC V5T 2V3

(b) To the Board:

Attn: Secretary-Treasurer

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 63 (SAANICH)

2125 Keating Cross Rd,
Saanichton, BC V8M 2A5

or to such other address of which notice has been given as provided in this section.

27. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of that breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
28. If any term of this Agreement is held to be unenforceable by a court, that term is to be severed from this Agreement and the rest of this Agreement remains in force unaffected by the severance of that term.
29. This Agreement and the Construction Agreement constitute the entire agreement between the Parties regarding the Lands, and supersede and replace all other negotiations and communications between the Parties regarding the Lands.
30. This Agreement may not be modified except by an agreement in writing signed by both Parties.
31. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law and remedies maybe exercised in any order or concurrently.
32. Urban Rec acknowledges that the Board is a public body subject to the *Freedom of Information and Protection of Privacy Act* and as such, may be required to disclose documents exchanged between the Parties and documents created in this Agreement.
33. The Parties agree to do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
34. Time is of the essence of this Agreement.
35. No partnership nor joint venture nor trust nor any agency is created by or under this Agreement and Urban Rec does not have the authority to commit the Board to the payment of any money.

[SIGNATURE PAGE FOLLOWS]

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In witness whereof, the Parties have caused this Agreement to be executed and delivered by their authorized signatories as of the day and year first above written:

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO.
63(SAANICH),**
by its authorized signatory:

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Secretary Treasurer

URBAN REC SOCIETY,
by its authorized signatories:

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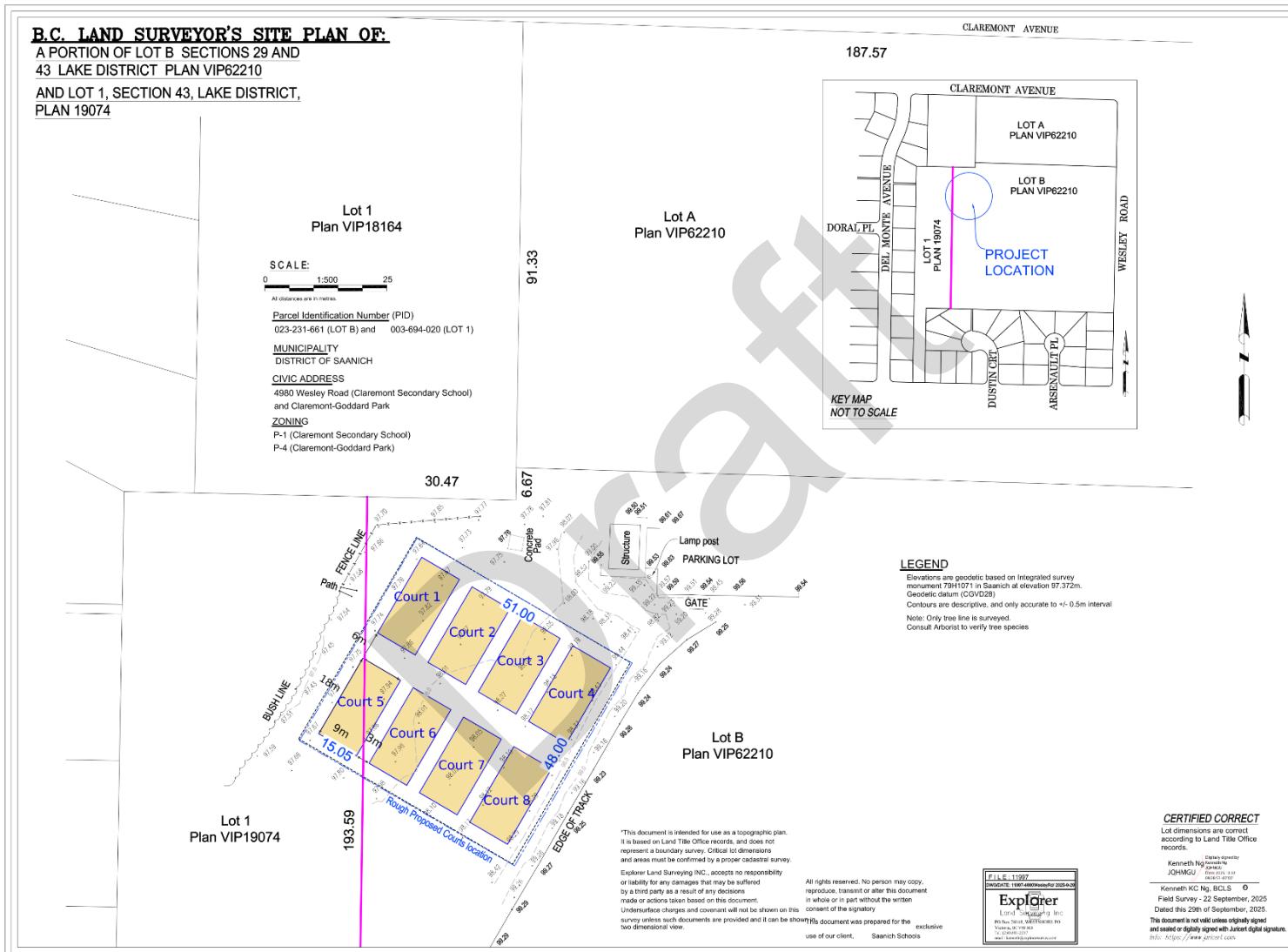
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Name:
Title:

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SCHEDULE A Sketch Plan – Site



Attachment 3 - Questions That Have Come Up:

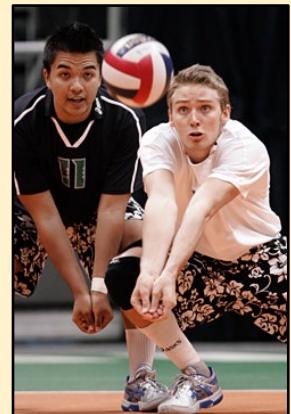


Washrooms: although there are no washroom facilities on site at present (other than inside the school, which will only be available for particular school-based events), we are working to be put on a list with Saanich for Parks to have them built in the future; until this time, we will use Port-a-Potties for tournaments



Parking: throughout the school year, all parking lots remain open until later in the evening (after it gets dark); the only issue will be during the summer months of July and August, where we will have a district / school based representative available to open/close gates for events when we need to (for smaller events, the gates could remain closed as we have one smaller lot open at all times, as well as street parking and open parking at Goddard park)

- **Lighting:** at this time, we are not including lighting of any kind for this project; all activity will be occurring within the scope of the day up to the point where it gets dark, which will deter people from hanging around longer than they should
- **Noise:** due to the location of the courts and a tree buffer/parkland that insulates noise, there should be little to no issues with excessive noise; neighbours are used to the tennis courts being used most days, as well as Rugby, Soccer, and Lacrosse that occur after hours on weekdays and weekends



*"The District of Saanich has a noise bylaw that prohibits 'continuous, persistent, or constantly repeated sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of the neighborhood or of persons in the vicinity' during certain hours. **The bylaw prohibits these sounds between 9:00 PM and 7:00 AM, and also on weekends and holidays.**"*



Court Bookings: other than the specified times booked for Urban Rec activities, people would be able to book courts on off times through the School District Community Use Dept. People are also welcome to use the courts when not reserved by permit holders.

To: Finance Facilities & Technology Committee

Prepared By: Jason Reid
Secretary Treasurer

Subject: Online Learning Course Fees

Date: December 17, 2025

Purpose and Background

The purpose of this briefing note is to recommend approval of a new online learning course fee to be charged by SIDES when a student does not qualify for provincial funding. Students who are not ordinarily resident in BC and in some circumstances adult learners do not qualify for provincial funding.

Policy 25 requires that the Board approve the fees charged to students attending the Saanich International Student Program (SISP). The SISP tuition fee for a full course load is \$15,750 for the 2025/26 school year and is increasing to \$16,750 for the 2026/27 school year. For consistency, this fee is also charged to students outside of the SISP program who are enrolled in our schools and who are not ordinarily resident in BC (except at SIDES).

When a student who is not ordinarily resident in BC enrolls in a course at SIDES, they are currently charged \$800 per course. This course fee has been in place for many years and no longer reflects the cost of providing this service.

Occasionally, SISP will enroll a student in a SIDES course when necessary to meet graduation requirements. This is not a common occurrence with normally only a few such registrations each semester. During the 2025/26 school year, SISP is charging students \$1,575 to be enrolled in a SIDES course. The higher fee in part reflects the additional administration for SISP when assisting international students in meeting their graduation requirements and submitting the registration.

As the Ministry only funds certain courses for adult learners, SIDES also charges a fee of \$550 per course when an adult student takes a course that is not funded. This fee has also been in place for many years. The cost of delivering an adult course is consistent with the cost of delivering a school aged course.

SIDES collected a total of \$105,650 in course fees in 2024/25 (2023/24 = \$83,250).

Establishing a Fee

The course fee charged by SIDES should be consistent with the fee established for the SISP program but also reflect that SIDES operates under a different cost structure. When establishing a new fee, another important consideration is the fees charged by other Provincial Online Learning Schools in BC.

For student's resident in BC, the funding rate for students enrolled in online learning is 81% of the funding rate for regular program enrolment. The district also receives additional funding through the Classroom Enhancement Fund that is used to enhance regular program staffing (CEF is equal to about 10% of operating revenues). If both factors are applied to reduce the SISP fee to reflect the different cost structure, the resulting SIDES fee is reduced to 73% of the SISP fee. If the resulting course fee is rounded to the nearest hundred, the SIDES fee for 2026/27 is calculated to be \$1,500 per course.

For the 2024/25 school year, other online learning schools are charging course fees that range between \$1,000 and \$1,800 per course (with several schools charging \$1,000/course). Therefore, a fee of \$1,500 per course is within the range of what other districts are currently charging. For consistency, the same fee should be charged whether a student is not ordinarily resident in BC or an adult learner taking a course that is not ministry funded.

Students enrolled in SISP will also pay the \$1,500 course fee and an additional \$175 administration fee to reflect the administrative cost within the SISP program.

To provide a notice period for prospective students, we recommend that this fee be implemented beginning in the 2026/27 school year. In the future, when the Board approves changes to the SISP rate, a new course fee will also be approved for SIDES courses.

Staff Recommendation:

That the Board approve an online learning course fee of \$1,500 per course when a course is not funded by the Ministry of Education and Childcare, and an additional \$175 administrative fee for SISP students, effective for the 2026/27 school year.

Respectfully submitted,



Jason Reid
Secretary Treasurer

JR/klg