

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, March 3, 2026  
10:30 am**

**A. PRESENTATIONS AND QUESTIONS**

No Items.

**B. ITEMS FOR DISCUSSION**

1. Report from Budget Advisory Committee

**C. ITEMS FOR RECOMMENDATION**

1. Transportation Fee – to follow
2. Claremont Beach Volleyball Project

**Staff Recommendation:**

That the Board approve finalization and execution of the capital and operating agreements with the Urban Rec Society and the license agreement with the District of Saanich.

**D. ITEMS FOR INFORMATION**

- Fiscal Forecast – to follow

**E. FUTURE AGENDA ITEMS**

- Trustee Remuneration (April)
- 2026/27 Capital Plan Bylaw (April)
- 2026/27 Annual Facilities Grant Plan (April)
- Report from Budget Advisory Committee (April)
- Fiscal Forecast (April)



## BUDGET ADVISORY COMMITTEE MEETING

Thursday, February 19, 2026 3:00 pm,  
Board Room

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### **Committee Members:**

Keven Elder, Chair  
Susan Hickman, Trustee, regrets  
Elsie McMurphy, Trustee  
Dave Eberwein, Superintendent  
Melanie Paas, Assistant Superintendent  
Peter Westhaver, Assistant Superintendent  
Helena Takhar, Director of Instruction  
Jason Reid, Secretary Treasurer  
Megan Cimaglia, Director of Finance

Bruce Underwood, IEC  
Rhiannon Olsen, IEC, regrets  
Shannon Toronitz, STA  
Don Peterson, STA  
Belinda Waller, CUPE  
Aaron Buckham, SAA, regrets  
Sara Postlethwaite, SAA  
Kal Russell, SISP  
Jane Bassett, COPACS

Other Attendees: Vice Chair Silzer  
Trustee Vandall

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### **Meeting Notes**

1. Committee Chair Elder acknowledged the meeting was being held on the territory of the W̱SÁNEĆ people and welcomed committee members and guests.
2. The Committee reviewed the meeting notes from the January 22, 2026 BAC meeting.
3. The committee reviewed the Committee Terms of Reference and the revised Budget Timelines/Process.
  - Committee Chair Elder noted the terms of reference were approved by the Board earlier in February and include representation from the newly formed Indigenous Education Council (IEC).
  - Committee Chair Elder reported that the Board also approved a revision to the Budget Timelines/Process to include the April 27, 2026 IEC meeting as part of the budget consultation process.
4. The committee reviewed and discussed the February Facts Package including the enrolment projections, historical budget information, February fiscal forecast, strategic priority initiatives, and risk management report.
5. The committee reviewed and discussed the transportation fees briefing note. The committee discussed communications and agreed it was important to seek feedback from parents in advance of the February Finance, Facilities and Technology committee meeting.
6. Secretary Treasurer Reid reported on the 2026 Provincial Budget which had been released earlier in the week.

7. Committee Chair Elder adjourned the meeting.
  - Next meeting: **Wednesday, April 8, 2026, 3:00-5:00pm**



## BUDGET ADVISORY COMMITTEE MEETING

Thursday, February 19, 2026 3:00 pm,  
Board Room

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### **Committee Members:**

Keven Elder, Chair	Bruce Underwood, IEC
Susan Hickman, Trustee	Rhiannon Olsen, IEC
Elsie McMurphy, Trustee	Shannon Toronitz, STA
Dave Eberwein, Superintendent	Belinda Waller, CUPE
Melanie Paas, Assistant Superintendent	Aaron Buckham, SAA
Peter Westhaver, Assistant Superintendent	Sara Postlethwaite, SAA
Helena Takhar, Director of Instruction	Kal Russell, SIS
Jason Reid, Secretary Treasurer	Jane Bassett, COPACS
Megan Cimaglia, Director of Finance	

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## **AGENDA**

1. Welcome
2. Review BAC Committee January 22, 2026 meeting notes
3. Committee Terms of Reference and revised Budget Timelines/Process (for information)
4. Review February Facts Package
5. Transportation Fee Options
6. Next meeting: **Wednesday, April 8, 2026, 3:00-5:00pm**



## BUDGET ADVISORY COMMITTEE MEETING

Thursday, January 22, 2026

3:00 pm, Board Room

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### Committee Members:

Keven Elder, Chair  
Susan Hickman, Trustee  
Elsie McMurphy, Trustee  
Dave Eberwein, Superintendent  
Melanie Paas, Assistant Superintendent  
Peter Westhaver, Assistant  
Superintendent  
Helena Takhar, Director of Instruction

Jason Reid, Secretary Treasurer  
Megan Cimaglia, Director of Finance  
Shannon Toronitz, STA  
Belinda Waller, CUPE  
Aaron Buckham, SAA  
Sara Postlethwaite, SAA  
Kal Russell, SISP  
Jane Bassett, COPACS

Other Attendees: Chair Dunford, Vice Chair Silzer, Trustee Vandall, and Trustee Van Well

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### Meeting Notes

1. Committee Chair Elder acknowledged the meeting was being held on the territory of the W̱SÁNEĆ people and welcomed committee members and guests.
2. The committee reviewed the Timelines/Process and Guiding Principles, which were approved by the Board at the November 26, 2025 Board meeting.
3. The committee reviewed the Committee Terms of Reference. Committee Chair Elder noted the newly formed Indigenous Education Council (IEC) was meeting next week and that one of the items to be discussed was opportunities for the IEC to participate in the budget process. The committee agree that if it was the wish of the IEC to be represented on the Budget Advisory Committee, the terms of reference would be amended. Committee Chair Elder confirmed that BAC members supported moving the terms of reference forward for Board approval, after reflecting the preference of the IEC regarding involvement in the budget consultation process. [\[Note: At the January 26, 2026 meeting of the IEC, the IEC confirmed they would participate on the Budget Advisory Committee \(BAC\) with two representatives from the IEC on BAC. The committee terms of reference have been amended to include two representatives from the IEC\].](#)
  - **Committee Recommendation: That the Board approve the Budget Advisory Committee terms of reference.**
4. Secretary Treasurer Reid presented the 2026/27 Budget Process Consultation Plan, and the committee discussed the budget context for 2026/27 and the consultation approach. The committee agreed that the plan be presented to the Board for approval, with some minor amendments.
  - **Committee Recommendation: That the Board approve the 2026/27 Budget Process Consultation Plan.**
5. The committee reviewed and discussed the Preliminary Analysis of Budget Reduction Options. It was noted that if bus transportation fees were to be implemented, that decision would need to occur before the preliminary budget was adopted due to the timing of the bus registration process.
6. The committee reviewed history of budget advocacy and discussed potential advocacy strategies.
7. Committee Chair Elder adjourned the meeting.
  - Next meeting: **Thursday, February 19, 2026, 3:00-5:00pm**

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### TERMS OF REFERENCE

#### **Purpose:**

1. To advise the Board of Education on the allocation of the operating budget to various programs and services to best meet our student needs within variable revenues;
2. To provide the Board with representative advice on budget issues and implications of proposed changes;
3. To provide advice on new priorities and emerging opportunities;
4. To provide a forum for open communication and understanding of the budget;
5. To provide advice on and assist in the effective communication of financial issues and decisions throughout the district, and beyond.
6. To advise the Board of Education on strategies relating to advocacy.

#### **Membership:**

- Finance Facilities and Technology Committee Chair is Chair of the Budget Advisory Committee
- Other Finance Facilities and Technology Committee Trustees
- Executive Staff
- Director of Finance
- Two representatives from the Indigenous Education Council (IEC)
- Two representatives from school administration (Saanich Administrators' Association)
- Two representatives from Saanich Teachers' Association
- Two representatives from CUPE 441
- Two representatives from COPACS
- One representative from SISP

Meetings are public and open to non-members.

#### **Meetings:**

To meet at least three times between January and May

#### **Report to:**

Finance, Facilities and Technology Committee of the Board

#### **Indicators of Success:**

- All members are aware of the contents of the operating budget and communicate positively about that understanding;
- All members understand the budget issues and work together to solve them;
- There is a good level of trust, openness and sharing on the committee among all members; and where possible decisions are made through consensus;
- All employees and partners in the district are receiving effective communication about the budget;
- Committee provided useful advice to the Board of Education.

**School District No. 63 (Saanich)**  
**2026/27 PRELIMINARY OPERATING BUDGET**  
**TIMELINES / PROCESS**

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January	Management develops 2026/27 enrolment projections
January 22	Budget Advisory Committee meeting, 3:00–5:00pm <i>Review timeline, guiding principles, committee terms of reference, budget process consultation plan, and advocacy strategies</i>
February 3	Finance, Facilities and Technology Committee meeting, 10:30-12:00pm <i>Review Budget Process Consultation Plan &amp; Budget Advisory Committee Terms of Reference</i>
February 11	School Board Meeting, 7:00pm <i>Approve Budget Process Consultation Plan &amp; Budget Advisory Committee Terms of Reference</i>
February 19	Budget Advisory Committee meeting, 3:00–5:00pm
February 24	Provincial Budget 2026 released
March 3	Finance, Facilities and Technology Committee meeting, 10:30-12:00pm
March 11	School Board Meeting, 7:00 pm
March 14	2026/27 District funding allocations from government
April 8	Budget Advisory Committee meeting, 3:00–5:00pm ( <i>April 8 is a Wednesday but April 9 conflicts with BCSTA AGM</i> )
April 14	Finance, Facilities and Technology Committee meeting, 10:30-12:00pm
April 15	School Communities and Public Budget Meeting, Bayside Middle School, 7:00pm
April 22	School Board Meeting, 7:00pm
April 23	Management Team working session, 2:00–4:00pm
April 27	Indigenous Education Council Meeting
April 30	Budget Advisory Committee meeting, 3:00–5:00pm
May 5	Finance, Facilities and Technology Committee meeting, 10:30-12:00pm
May 6	Committee of the Whole/Special School Board Public Budget Meeting, 7:00pm
May 13	School Board Meeting, 7:00pm <i>Approval of budget and submission to Ministry of Education by June 30, 2026</i>

School District No. 63 (Saanich)

2026/27 Annual Budget  
Facts Package

February 2026

Prepared by:

Jason Reid, Secretary Treasurer

# Table of Contents

Section 1	Briefing Note – February Facts Package	Pages 1 - 4
Section 2	Enrolment Projection	Pages 5 - 6
Section 3	Historical Budget Changes and Budget Trends	Pages 7 - 14
Section 4	February 2026 Fiscal Forecast	Pages 15 - 18
Section 5	Strategic Priority Initiatives	Pages 19 - 23
Section 6	Risk Management Report	Pages 24 - 34

## Section 1

# Briefing Note – February Facts Package

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To: Budget Advisory Committee

Prepared By: Jason Reid  
Secretary Treasurer

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Subject: February Facts Package

Date: February 16, 2026

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The purpose of this briefing note is to provide commentary on the information included in sections 2 to 6 of the February Facts package.

### Enrolment Projection (section 2)

Forecasting enrolment is important for both facilities planning and for budget planning. While the focus for facilities planning is longer term, the focus for budget planning is shorter term with particular attention on the next school year. The forecast developed for facilities planning has been modified to a 3-year forecast adjusted to reflect shorter term developments including actual fall 2025 enrolment, and trends in registrations for the 2026-27 school year.

Last month the district received 395 Kindergarten (K) registrations during Kindergarten registration week (for the 26/27 school year), which is close to the 5-year average. In the previous year, K-registrations (received during Kindergarten registration week) had fallen significantly to 306 registrations (for the 25/26 school year) from 411 registrations (for the 24/25 school year). Reflecting this recovery in K registrations, regular enrolment is forecasted to be stable with only a small decline to 6,650 FTE.

Online learning enrolment has steadily increased over the past three years following the confirmation of SIDES as a Provincial Online Learning School. Fall online learning enrolment is forecasted to continue growing but at a lower rate relative to the past three years.

Consistent with the historical trend, designations for Unique Needs – Level 2 is forecasted to continue growing. Unique Needs – Level 3 is forecasted to decline due to a large number of students with a Level 3 designation graduating and because of a tightening of the funding criteria for certain designation categories included in level 3.

These enrolment forecasts will be refined through the spring reflecting trends in registrations for 2026.

### Historical Budget Changes and Budget Trends (Section 3)

This section includes the following schedules:

- **Historical Budget Changes – Preliminary and Amended Budgets** - This schedule presents budget changes in the preliminary and amended operating budgets over the past 5 years (excluding one-time carryforward budgets). Enrolment based budget changes are highlighted in green and adjustments made to balance the budget are highlighted in yellow.
- **Historical Change in Accumulated Operating Surplus** – this schedule presents the annual change in accumulated operating surplus over the past 17 years, and how accumulated operating surplus has been internally restricted over the past 6 years.
- **Historical Changes in Special Purpose Fund Deferred Contributions** – this schedule presents special purpose fund revenues and expenditures over the past 8 years. Note that over the past 6 years, the number of targeted ministry funding programs has grown considerably.
- **Annual Budget (Preliminary) Trends** – these four (4) schedules show 6 years trends in budgeted (preliminary budget) revenues and expenses in the operating fund, special purpose fund and combined operating and special purpose funds. One notable trend in the last worksheet is the significantly higher rate of growth in special purpose (targeted) funding in comparison to growth in operating funding for core programs.

### Fiscal Forecast (Section 4)

The February 2026 fiscal forecast projects that unrestricted surplus (i.e. the contingency reserve) will decline from \$4,082,972 to \$2,774,641 by the end of this fiscal year. Contributing to this decline is the need to allocate \$1,928,256 from accumulated surplus to fund continuing expenditures that are currently budgeted in excess of available revenues.

While expenditure savings relative to budget may increase the projected closing contingency reserve as we approach the end of the year, this figure does not reflect additional cost pressures that will result from further unfunded inflationary costs in 2026/27. It is expected that expenditure growth in 2026/27 will continue to outpace revenue growth as has been the case for the past several years.

Actual results relative to forecast will be monitored closely and an updated assessment will be reported to BAC at the April meeting.

### Strategic Budget Priorities (Section 5)

The Board of Education's strategic plan focuses on the following four priority areas:

- Literacy
- Indigenous Learner Success
- Mental Health and Wellness
- Global Citizenship

Implementation of these priorities is driving change to operational plans and the deployment of resources in the budget. The briefing in section 5 provides an overview of the initiatives underway and how they link to the budget. The briefing also highlights risks related to targeted funding that is not continuing or is at risk of not continuing.

### Risk Management Report (Section 6)

In February, the FF&T Committee reviewed the 2026 Risk Report included in section 6 of the facts package. This report includes the assessment of a number of risks considering existing activities to mitigate risks and additional risk response where unmitigated risk remains moderate or higher.

### Next Steps

The Budget Advisory Committee meets next on April 8, 2026, and will review the following information:

- Estimated 2026/27 budget balance (reflecting Provincial Budget 2026 and funding rates to be announced by March 13<sup>th</sup>)
- Analysis of budget reduction options
- Options for balancing the budget
- Engagement plan for community budget meeting and survey

With respect,

Jason Reid  
Secretary Treasurer

## Section 2

# Enrolment Projection

# School District No. 63 (Saanich)

## Capacities and Projected FTE Enrolments

Forecast updated February 13, 2026

SEPTEMBER	Operating Capacity	← actual							forecast →			
		2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	Current 2025/26	2026/27	2027/28	2028/29
<b>Regular Enrolment</b>												
Brentwood Elementary	370	315	330	319	346	347	356	335	322	310	300	287
Cordova Bay Elementary	268	281	297	299	324	333	318	310	322	310	300	280
Deep Cove Elementary	328	315	311	305	310	320	346	352	358	360	361	364
Keating Elementary	509	431	451	451	475	494	489	471	450	445	421	403
KELSET Elementary	351	396	391	378	371	364	367	366	363	370	365	356
Lochside Elementary	396	425	429	420	430	435	421	438	417	410	410	400
Prospect Lake Elementary	196	247	259	266	273	275	248	242	205	195	200	200
Sidney Elementary	328	338	345	345	378	394	392	397	375	380	371	362
Bayside Middle School	775	547	570	553	567	594	585	589	586	585	600	600
North Saanich Middle School	475	380	378	338	368	371	384	383	404	425	450	450
Royal Oak Middle School	600	639	632	588	600	567	620	621	632	610	610	610
Claremont Secondary	1,075	1,088	1,060	986	998	1,002	1,004	1,018	1,010	1,040	1,055	1,060
Parkland Secondary	725	414	412	433	425	427	428	446	453	450	450	470
Stellys Secondary	925	782	765	731	732	722	740	756	761	760	770	780
<b>Total Regular Enrolment</b>	<b>7,321</b>	<b>6,598</b>	<b>6,630</b>	<b>6,412</b>	<b>6,597</b>	<b>6,644</b>	<b>6,697</b>	<b>6,724</b>	<b>6,658</b>	<b>6,650</b>	<b>6,663</b>	<b>6,622</b>
Continuing Education		21	23	12	16	11	16	15	18	15	15	15
Alternate Programs		181	182	182	178	198	189	193	191	190	190	190
Online Learning		282	287	800	573	358	453	559	607	630	640	650
<b>Total for Enrolment Based Funding</b>		<b>7,083</b>	<b>7,122</b>	<b>7,406</b>	<b>7,363</b>	<b>7,211</b>	<b>7,355</b>	<b>7,491</b>	<b>7,474</b>	<b>7,485</b>	<b>7,508</b>	<b>7,477</b>
Change from PY			40	284	-43	-152	143	136	-17	11	23	-31
<b>Other Enrolment (September)</b>												
Unique Needs - Level 1		6	8	8	9	10	12	12	10	10	10	10
Unique Needs - Level 2		277	298	318	320	352	398	446	497	510	535	560
Unique Needs - Level 3		224	243	232	246	251	243	238	183	160	160	160
English as a Second Language		475	542	531	529	520	541	502	476	475	475	475
Indigenous Education		537	559	601	621	600	594	621	625	625	630	635
Adult - Non-Graduated		21	26	44	31	27	29	36	44	40	40	40
Adult - Graduated		39	48	90	66	53	59	84	99	80	80	80
<b>FEBRUARY COUNT</b>												
Continuing Ed - School Age		27.125	15.063	8.063	15.125	10.625	10.625	9.625	10.000	10.000	10.000	10.000
Continuing Ed - Adult		0.250	0.183	0.125	0.125	0.250	0.125	-	-	-	-	-
OL Learning - School Age K-9		52.875	40.500	9.875	22.625	34.625	51.750	64.250	60.000	60.000	60.000	60.000
OL Learning - School Age 10-12		125.688	105.125	174.313	126.813	110.563	146.000	169.688	165.000	165.000	165.000	165.000
OL Learning - Non-Grad Adult		25.750	31.125	41.625	30.875	22.250	29.625	32.375	30.000	30.000	30.000	30.000
<b>MAY COUNT</b>												
Continuing Ed - School Age		19.063	26.000	14.875	23.563	17.875	21.563	20.313	15.000	20.000	20.000	20.000
Continuing Ed - Adult		-	1.500	0.125	-	0.125	-	-	-	-	-	-
OL Learning - School Age K-9		2.625	6.000	5.125	3.375	11.813	5.375	11.500	5.000	10.000	10.000	10.000
OL Learning - School Age 10-12		63.813	75.000	99.438	86.375	82.063	115.938	135.375	115.000	135.000	135.000	135.000
OL Learning - Non-Grad Adult		11.750	12.000	22.250	17.250	14.125	18.563	24.250	18.000	25.000	25.000	25.000

## Section 3

# Historical Budget Changes and Budget Trends

Historical Budget Changes - Preliminary and Amended Budgets															
Budgeted Increase / (Decrease)															
	2021/22			2022/23			2023/24			2024/25			2025/26		
	Preliminary Budget	Amendments	Amended Budget	Preliminary Budget	Amendments	Amended Budget									
<b>Budgeted September 30th Enrolment</b>															
School Age Enrolment	7,190	173	7,363	7,267	-56	7,211	7,315	40	7,355	7,448	43	7,491	7,477	-2	7,475
Special Needs Level 1	7	2	9	8	2	10	10	2	12	12	0	12	10	0	10
Special Needs Level 2	295	25	320	315	37	352	348	50	398	421	25	446	465	32	497
Special Needs Level 3	223	23	246	230	21	251	245	-2	243	241	-3	238	210	-27	183
<b>Budget</b>															
Net Change in Annual Revenues	969,004	1,844,822	2,813,826	-601,622	4,473,643	3,872,021	4,649,283	2,106,705	6,755,988	4,168,787	946,153	5,114,940	-371,605	510,096	138,491
Appropriation of Accumulated Surplus (for continuing expenditures)	2,757,247	-338,744	2,418,503	2,530,968	-2,530,968	0	1,682,754	-1,099,778	582,976	1,522,967	55,216	1,578,183	2,428,256	-500,000	1,928,256
Prior Year Continuing Expenditures Funded by Appropriated Surplus	-3,937,619		-3,937,619	-2,418,503		-2,418,503	0		0	-582,976		-582,976	-1,572,183		-1,572,183
<b>Net Change in Budgeted Revenues</b>	<b>-211,368</b>	<b>1,506,078</b>	<b>1,294,710</b>	<b>-489,157</b>	<b>1,942,675</b>	<b>1,453,518</b>	<b>6,332,037</b>	<b>1,006,927</b>	<b>7,338,964</b>	<b>5,108,778</b>	<b>1,001,369</b>	<b>6,110,147</b>	<b>484,468</b>	<b>10,096</b>	<b>494,564</b>
Wage increases per collective agreements	1,285,000		1,285,000	0	2,824,912	2,824,912	3,874,009		3,874,009	2,516,334		2,516,334			0
Salary increases - exempt staff	269,000		269,000	185,000	352,809	537,809	470,919	134,469	605,388	270,358	240,000	510,358			0
Amendment to Employment Standards Act (illness/injury leave)			400,000	400,000		400,000			0			0			0
Benefit Plan premium cost (net change)	161,200		161,200	367,000	70,000	437,000	477,794		477,794	726,191	6,500	732,691	705,512		705,512
Decrease in average teacher salary and benefits cost (amended budget)				206,500	75,000	281,500								-445,290	-445,290
Service, supplies and utilities inflation	100,000		100,000	206,500	75,000	281,500	367,741	77,000	444,741	160,000	-88,000	72,000	328,964		328,964
Service, supplies and equipment		70,748	70,748	-53,000		-53,000			0			0	-135,000		-135,000
School budget allocation (varies with enrolment)		25,000	25,000			0			0			0			0
Trustee election cost			0	100,000		100,000	-100,000		-100,000			0			0
Information technology	200,000		200,000	-70,000		-70,000			0	500,000		500,000			0
Operations and district administration			0			0			0	112,249		112,249	-34,665	-54,710	-89,375
Increased custodial FTE	143,000		143,000			0			0			0			0
Teacher enrolling staffing	-2,285,391	743,023	-1,542,368	-564,639	-159,450	-724,089	603,844	295,458	899,302	670,895	380,343	1,051,238	-380,343	127,234	-253,109
Teacher enrolling staffing - increased prep time			0			0	147,730		147,730			0			0
Inclusion support staffing	-140,000	350,000	210,000	-150,000	400,000	250,000	-110,000	500,000	390,000	265,000	400,000	665,000		349,702	349,702
Indigenous Education			0			0			0			37,170		7,160	7,160
Teacher staffing - non-enrolling	-145,898	180,707	34,809	-106,298		-106,298			0		25,356	25,356			0
Teacher staffing - non-enrolling			0	-531,500		-531,500			0			0			0
Reallocate expense to Classroom Enhancement Fund			0	-345,000	-1,674,652	-2,019,652			0			0			0
Staff replacement budget		195,000	195,000		54,056	54,056	600,000		600,000	-112,249		-112,249			0
SISP staff	101,721		101,721	72,780		72,780			0			0			0
Career program partnership cost escalation			0			0			0			0		26,000	26,000
Curriculum / Learning Initiatives (strategic priority)	100,000	-58,400	41,600			0			0			0			0
<b>Total Expenditures</b>	<b>-211,368</b>	<b>1,506,078</b>	<b>1,294,710</b>	<b>-489,157</b>	<b>1,942,675</b>	<b>1,453,518</b>	<b>6,332,037</b>	<b>1,006,927</b>	<b>7,338,964</b>	<b>5,108,778</b>	<b>1,001,369</b>	<b>6,110,147</b>	<b>484,468</b>	<b>10,096</b>	<b>494,564</b>
Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Increase/(decrease) to balance highlighted in yellow</b>															
<b>Staffing changes related directly to enrolment change</b>															

Note: The figures above only reflect changes relating to continuing budget expenditures. The impact of surplus carryforwards and one-time expenditures are excluded.

**SCHOOL DISTRICT NO. 63 (SAANICH)**  
**HISTORICAL CHANGE IN ACCUMULATED OPERATING SURPLUS**  
**FEBRUARY 2026**



Fiscal Year	Opening Accumulated Operating Surplus	Net Revenue (Expense)	Assets Purchased (operating fund)	Transfer to Local Capital	Other	Closing Accumulated Operating Surplus	Change in Accumulated Operating Surplus
2009	10,159,086	(2,041,375)	(415,249)	(60,000)		7,642,462	(2,516,624)
2010	7,642,462	9,813	(1,089,249)	(60,000)		6,503,026	(1,139,436)
2011	6,503,026	(1,842,494)	(204,497)	(60,000)		4,396,035	(2,106,991)
2012	4,396,035	485,506	(902,734)	(60,000)	169,923	4,088,730	(307,305)
2013	4,088,730	(550,185)	(939,497)		(178,042)	2,421,006	(1,667,724)
2014	2,421,006	917,312	(368,507)	(70,000)	(101,950)	2,797,861	376,855
2015	2,797,861	(502,826)	(586,805)		(41,699)	1,666,531	(1,131,330)
2016	1,666,531	226,972	(428,547)		(36,391)	1,428,565	(237,966)
2017	1,428,565	831,606	(145,655)		(18,308)	2,096,208	667,643
2018	2,096,208	2,847,489	(694,857)		(50,849)	4,197,991	2,101,783
2019	4,197,991	1,722,149	(615,580)	(57,060)	(6,947)	5,240,553	1,042,562
2020	5,240,553	3,206,964	(1,677,301)	(92,138)		6,678,078	1,437,525
2021	6,678,078	1,601,455	(1,280,575)	(82,250)		6,916,708	238,630
2022	6,916,708	(1,776,680)	(1,035,089)	(109,982)		3,994,957	(2,921,751)
2023	3,994,957	1,423,171	(1,641,865)	(116,820)		3,659,443	(335,514)
2024	3,659,443	3,970,121	(749,054)	(120,353)		6,760,157	3,100,714
2025	6,760,157	3,012,887	(1,649,146)	(146,490)		7,977,408	1,217,251
←							
		<b>2025</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
Acc. Surplus internally restricted for:							
School Activities		312,057	431,369	252,928	403,932	694,213	868,429
District Activities		1,654,122	1,477,760	522,701	592,584	1,219,376	886,264
Appropriated for Budget		1,928,256	1,578,183	582,976	-	2,418,503	3,066,022
Total Internally Restricted		3,894,435	3,487,312	1,358,605	996,516	4,332,092	4,820,715
Unrestricted Accumulated Surplus		4,082,973	3,272,845	2,300,838	2,998,441	2,584,616	1,857,363
Total Accumulated Surplus		<b>7,977,408</b>	<b>6,760,157</b>	<b>3,659,443</b>	<b>3,994,957</b>	<b>6,916,708</b>	<b>6,678,078</b>

**SCHOOL DISTRICT NO. 63 (SAANICH)**  
**HISTORICAL CHANGES IN SPECIAL PURPOSE FUND DEFERRED CONTRIBUTIONS**  
**FEBRUARY 2026**

Included within the consolidated results of the School District are the operating fund, special purpose fund and capital fund. The special purpose funds include designated grants, funds generated by schools for a specific purpose and other designated amounts. Because the funds are designated (or restricted in use), amounts received are recorded as deferred contributions (i.e. a liability in the statement of financial position) before they are spent. As the funds are spent, the revenue is recognized in the statement of operations at the same time as the corresponding expenditure. This means that revenues and expenditures always equal and accumulated surplus (which represents the difference between revenues and expenses over time) remains zero (unlike the operating and capital funds). As accumulated surplus remains zero in the special purpose fund, the continuity schedule below presents the change in the deferred contributions balance. The deferred contributions balance represents funds received or receivable that have not yet been spent.

		Ministry of Education Designated																						
Fiscal Year		Annual Facilities Grant	Learning Improvement Fund	Strong Start	Ready, Set, Learn	OLEP	Community Link	Service Delivery Transformation	Special Education Equipment	Coding / Curriculum	First Nation Student Transportation	Mental Health in Schools	Changing Results for Young Children	Covid Funding (BC and Federal)	Student and Family Affordability Fund	Early Care and Learning	Feeding Futures	Project Penny	Classroom Enhancement Fund	Professional Learning Grant	School Generated Funds	Scholarships and Bursaries	Total	
	Opening Balance	0	37,614	0	4,157	0	18,540	41,969	17,714	62,005									0		1,370,101	0	1,552,100	
2018	Contributions Received	305,814	259,098	96,000	19,600	159,674	391,056		0										6,109,760		3,856,885	51,907	11,249,794	
Actual	Expense: Salaries and Benefits	(250,377)	(62,851)	(121,372)	(370,571)	(5,696,955)													(5,696,955)		3,856,885	51,907	(6,502,126)	
	Expense: Service and Supplies	(305,814)	(1,293)	(40,310)	(20,386)	(81,990)	(30,205)	0	(1,508)	(32,920)											(3,897,506)	(51,907)	(4,463,839)	
	Investing in capital assets during year																						(210,436)	
	Fund Transfer/Adjustment			7,161		43,688																	50,849	
	Closing Balance	0	45,042	0	3,371	0	8,820	41,969	16,206	29,085									202,369		1,329,480	0	1,676,342	
2019	Contributions Received	305,814	261,083	96,000	19,600	222,038	395,617												7,630,365		3,920,651	83,634	12,934,802	
Actual	Expense: Salaries and Benefits	(26,498)	(274,176)	(64,721)	(164,745)	(391,445)													(7,715,143)		3,920,651	83,634	(8,636,728)	
	Expense: Service and Supplies	(279,316)	(1,093)	(38,226)	(16,740)	(57,293)	(12,992)		(5,507)	(25,867)											(3,776,727)	(83,634)	(4,297,395)	
	Investing in capital assets during year																						0	
	Fund Transfer/Adjustment			6,947																			6,947	
	Closing Balance	0	30,856	0	6,231	0	0	41,969	10,699	3,218	0	0	0						117,591		1,473,404	0	1,683,968	
2020	Contributions Received	305,814	248,679	90,884	19,892	154,351	385,665				215,619	28,500	38,617						7,542,233		2,779,979	83,634	11,893,867	
Actual	Expense: Salaries and Benefits	(241,382)	(62,751)	(102,454)	(367,955)	(10,758)			(5,190)				(10,758)						(7,605,267)		2,779,979	83,634	(8,395,757)	
	Expense: Service and Supplies	(305,814)	(1,483)	(28,133)	(13,510)	(51,897)	(17,710)			(3,218)			(6,244)						(12,000)		(2,623,584)	(83,634)	(3,147,227)	
	Investing in capital assets during year																				(2,623,584)		(25,453)	
	Fund Transfer/Adjustment																						0	
	Closing Balance	0	36,670	0	12,613	0	0	41,969	5,509	0	215,619	28,500	21,615	0					42,557		1,604,346	0	2,009,398	
2021	Contributions Received	305,814	257,923	96,000	19,600	153,792	412,568				41,363	52,000	25,000	3,558,292					7,842,557		1,770,374	45,208	14,580,491	
Actual	Expense: Salaries and Benefits	(252,887)	(67,819)	(78,626)	(408,964)	(34,213)			(5,509)		(64,277)	(30,348)	(18,491)	(2,690,226)					(7,873,114)		1,770,374	45,208	(11,484,752)	
	Expense: Service and Supplies	(305,814)	(683)	(28,181)	(14,837)	(53,742)	(3,604)	(34,213)	(5,509)		(29,835)	(27,208)	(17,118)	(677,845)					(12,000)		(1,965,425)	(41,731)	(3,217,745)	
	Investing in capital assets during year							(7,756)			(43,471)			(190,221)							(16,656)		(258,104)	
	Fund Transfer/Adjustment																						0	
	Closing Balance	0	41,023	0	17,376	21,424	0	0	0	0	119,399	22,944	11,006	0					0		1,392,639	3,477	1,629,288	
2022	Contributions Received	299,364	260,847	96,000	19,600	176,629	423,776				131,317	122,845	25,000	306,275					8,912,124		2,828,165	68,790	13,670,732	
Actual	Expense: Salaries and Benefits	(239,673)	(68,493)	(81,976)	(413,169)	(9,845,854)					(53,977)	(82,895)	(5,547)						(8,900,124)		2,828,165	68,790	(9,845,854)	
	Expense: Service and Supplies	(299,364)	(883)	(27,507)	(22,028)	(92,803)	(10,607)				(32,356)	(62,894)	(4,799)	(306,275)					(12,000)		(2,734,172)	(57,393)	(3,663,081)	
	Investing in capital assets during year																						0	
	Fund Transfer/Adjustment																						232,307	
	Closing Balance	0	61,314	0	14,948	23,274	0	0	0	0	164,383	0	25,660	0					0		1,486,632	247,181	2,023,392	
2023	Contributions Received	305,872	266,534	96,000	19,600	172,006	440,482				42,480	52,000	25,000		737,162	175,000			11,142,827		3,482,893	237,267	17,195,123	
Actual	Expense: Salaries and Benefits	(264,305)	(71,481)	(96,792)	(440,482)	(12,176,163)					(57,157)	(20,000)	(15,055)		(644,524)	(80,064)			(11,130,827)		3,482,893	237,267	(12,176,163)	
	Expense: Service and Supplies	(305,872)	(489)	(22,459)	(16,579)	(76,603)					(47,978)	(32,000)	(6,366)			(3,779)			(12,000)		(3,446,853)	(213,332)	(4,828,834)	
	Investing in capital assets during year																				(63,581)		(63,581)	
	Fund Transfer/Adjustment																						0	
	Closing Balance	0	63,054	2,060	17,969	21,885	0	0	0	0	101,728	0	29,239	0	92,638	91,157			0		1,459,091	271,116	2,149,937	
2024	Contributions Received	305,872	318,817	96,000	19,600	297,006	471,760				134,177	52,000	6,000		247,000	194,000			12,158,989		4,072,078	159,010	19,595,026	
Actual	Expense: Salaries and Benefits	(277,556)	(80,668)	(205,995)	(471,760)	(13,712,050)					(62,242)	(22,356)	(10,825)			(142,825)			(12,131,989)		4,072,078	159,010	(13,712,050)	
	Expense: Service and Supplies	(305,872)	(399)	(17,392)	(36,386)	(81,254)					(56,289)	(29,644)	(20,714)		(109,249)	(34,875)			(27,000)		(3,843,035)	(106,666)	(5,099,649)	
	Investing in capital assets during year																				(58,510)		(151,584)	
	Fund Transfer/Adjustment																						0	
	Closing Balance	0	103,916	0	1,183	31,642	0	0	0	0	117,374	0	3,700	0	230,389	107,457			0		1,629,624	323,460	2,781,680	
2025	Contributions Received	305,872	317,292	96,000	22,050	198,864	486,599				94,520	52,000	12,450			188,300			12,553,451	225,839	4,608,752	139,030	20,214,681	
Actual	Expense: Salaries and Benefits	(296,565)	(73,661)	(102,308)	(486,599)	(14,033,065)					(47,332)	(20,000)	(5,943)			(154,172)			(12,526,451)		4,608,752	139,030	(14,033,065)	
	Expense: Service and Supplies	(305,872)	(1,051)	(22,339)	(20,036)	(122,589)					(63,936)	(32,000)	(3,131)		(228,441)	(68,473)			(27,000)		(4,416,951)	(119,921)	(5,880,246)	
	Investing in capital assets during year																				(83,414)		(83,414)	
	Fund Transfer/Adjustment																						0	
	Closing Balance	0	123,592	0	3,197	5,609	0	0	0	0	100,626	0	7,076	0	1,948	73,112			0		225,839	1,738,011	342,569	2,999,636

**Saanich School District  
Annual Budget (Preliminary) Expense Trends  
Operating Fund, Special Purpose Fund, and Combined**

<b>Operating Fund</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	<b>25/26</b>
Teachers	33,466,555	33,970,928	33,533,294	36,834,229	39,478,699	40,072,864
Principals and Vice Principals	4,385,008	4,673,135	4,833,752	5,176,294	5,251,290	5,408,507
Education Assistants	5,280,899	5,489,592	5,576,193	6,559,552	7,225,329	7,556,725
Support Staff	8,328,123	9,089,669	9,190,027	9,353,266	9,737,648	10,200,970
Other Professionals	2,246,555	2,405,259	2,462,326	2,678,563	3,089,776	3,077,742
Other Professional - Inclusive Ed	794,861	794,184	761,370	850,152	1,492,770	1,305,327
Substitutes	2,439,800	2,786,277	3,300,485	4,541,159	4,298,486	4,445,674
Employee Benefits	14,051,027	15,149,356	15,377,609	16,976,468	17,995,628	18,907,429
<b>Salaries and Benefits</b>	<b>70,992,828</b>	<b>74,358,400</b>	<b>75,035,056</b>	<b>82,969,683</b>	<b>88,569,626</b>	<b>90,975,238</b>
<b>Services and Supplies</b>	<b>10,391,353</b>	<b>9,844,560</b>	<b>10,425,146</b>	<b>11,678,863</b>	<b>13,246,097</b>	<b>13,415,428</b>
Capital Fund Transfers	506,141	497,141	871,846	980,000	1,015,488	1,486,603
	10,897,494	10,341,701	11,296,992	12,658,863	14,261,585	14,902,031
<b>Total</b>	<b>81,384,181</b>	<b>84,202,960</b>	<b>85,460,202</b>	<b>94,648,546</b>	<b>101,815,723</b>	<b>104,390,666</b>
<b>Special Purpose Fund</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	<b>25/26</b>
Teachers	4,326,395	4,356,189	5,218,327	7,529,380	7,796,852	8,030,562
Principals and Vice Principals	202,767	202,766	202,766	381,859	175,507	176,047
Education Assistants	393,068	419,222	401,491	637,755	617,928	615,925
Support Staff	428,242	391,438	391,438	461,817	617,178	643,814
Other Professionals	71,563	71,564	71,564	79,780	72,811	72,811
Other Professional - Inclusive Ed	-	-	-	-	-	-
Substitutes	198,207	198,207	190,000	225,513	283,857	321,335
Employee Benefits	1,449,264	1,410,987	1,613,172	2,205,657	2,291,490	2,500,215
<b>Salaries and Benefits</b>	<b>7,069,506</b>	<b>7,050,373</b>	<b>8,088,758</b>	<b>11,521,761</b>	<b>11,855,623</b>	<b>12,360,709</b>
<b>Services and Supplies</b>	<b>4,095,168</b>	<b>4,116,458</b>	<b>4,140,937</b>	<b>4,200,948</b>	<b>4,294,550</b>	<b>4,176,866</b>
<b>Total</b>	<b>11,164,674</b>	<b>11,166,831</b>	<b>12,229,695</b>	<b>15,722,709</b>	<b>16,150,173</b>	<b>16,537,575</b>
<b>Combined (Op and SPF) Expense</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	<b>25/26</b>
Teachers	37,792,950	38,327,117	38,751,621	44,363,609	47,275,551	48,103,426
Principals and Vice Principals	4,587,775	4,875,901	5,036,518	5,558,153	5,426,797	5,584,554
Education Assistants	5,673,967	5,908,814	5,977,684	7,197,307	7,843,257	8,172,650
Support Staff	8,756,365	9,481,107	9,581,465	9,815,083	10,354,826	10,844,784
Other Professionals	2,318,118	2,476,823	2,533,890	2,758,343	3,162,587	3,150,553
OP - Inclusive Ed	794,861	794,184	761,370	850,152	1,492,770	1,305,327
Substitutes	2,638,007	2,984,484	3,490,485	4,766,672	4,582,343	4,767,009
Employee Benefits	15,500,291	16,560,343	16,990,781	19,182,125	20,287,118	21,407,644
<b>Salaries and Benefits</b>	<b>78,062,334</b>	<b>81,408,773</b>	<b>83,123,814</b>	<b>94,491,444</b>	<b>100,425,249</b>	<b>103,335,947</b>
<b>Services and Supplies</b>	<b>14,486,521</b>	<b>13,961,018</b>	<b>14,566,083</b>	<b>15,879,811</b>	<b>17,540,647</b>	<b>17,592,294</b>
<b>Total</b>	<b>92,548,855</b>	<b>95,369,791</b>	<b>97,689,897</b>	<b>110,371,255</b>	<b>117,965,896</b>	<b>120,928,241</b>

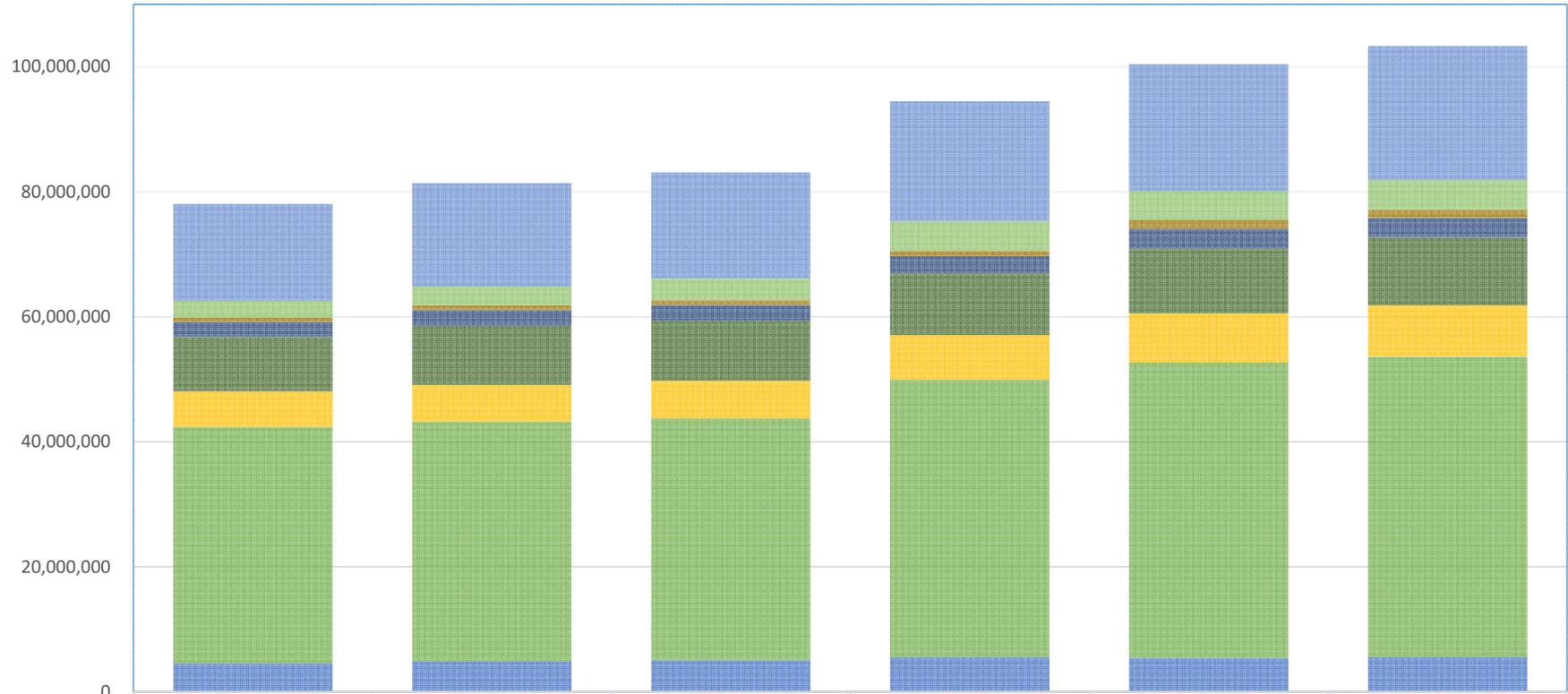
**Saanich School District**  
**Annual Budget (Preliminary) Trends**  
**Combined Budget % Composition and 5 -year change**

Combined (Op and SPF)	20/21	21/22	22/23	23/24	24/25	25/26
Teachers	37,792,950	38,327,117	38,751,621	44,363,609	47,275,551	48,103,426
Principals and Vice Principals	4,587,775	4,875,901	5,036,518	5,558,153	5,426,797	5,584,554
Education Assistants	5,673,967	5,908,814	5,977,684	7,197,307	7,843,257	8,172,650
Support Staff	8,756,365	9,481,107	9,581,465	9,815,083	10,354,826	10,844,784
Other Professionals	2,318,118	2,476,823	2,533,890	2,758,343	3,162,587	3,150,553
OP - Inclusive Ed	794,861	794,184	761,370	850,152	1,492,770	1,305,327
Substitutes	2,638,007	2,984,484	3,490,485	4,766,672	4,582,343	4,767,009
Employee Benefits	15,500,291	16,560,343	16,990,781	19,182,125	20,287,118	21,407,644
<b>Salaries and Benefits</b>	<b>78,062,334</b>	<b>81,408,773</b>	<b>83,123,814</b>	<b>94,491,444</b>	<b>100,425,249</b>	<b>103,335,947</b>
<b>Services and Supplies</b>	<b>14,486,521</b>	<b>13,961,018</b>	<b>14,566,083</b>	<b>15,879,811</b>	<b>17,540,647</b>	<b>17,592,294</b>
Total	92,548,855	95,369,791	97,689,897	110,371,255	117,965,896	120,928,241

Combined (Op and SPF)	19/20	20/21	21/22	22/23	23/24	24/25
Teachers	40.8%	40.2%	39.7%	40.2%	40.1%	39.8%
Principals and Vice Principals	5.0%	5.1%	5.2%	5.0%	4.6%	4.6%
Education Assistants	6.1%	6.2%	6.1%	6.5%	6.6%	6.8%
Support Staff	9.5%	9.9%	9.8%	8.9%	8.8%	9.0%
Other Professionals	2.5%	2.6%	2.6%	2.5%	2.7%	2.6%
OP - Inclusive Ed	0.9%	0.8%	0.8%	0.8%	1.3%	1.1%
Substitutes	2.9%	3.1%	3.6%	4.3%	3.9%	3.9%
Employee Benefits	16.7%	17.4%	17.4%	17.4%	17.2%	17.7%
<b>Salaries and Benefits</b>	<b>84.3%</b>	<b>85.4%</b>	<b>85.1%</b>	<b>85.6%</b>	<b>85.1%</b>	<b>85.5%</b>
<b>Services and Supplies</b>	<b>15.7%</b>	<b>14.6%</b>	<b>14.9%</b>	<b>14.4%</b>	<b>14.9%</b>	<b>14.5%</b>
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

5-year Change
-1.1%
-0.3%
0.6%
-0.5%
0.1%
0.2%
1.1%
1.0%
1.1%
-1.1%
0.0%

## SALARY AND BENEFITS BUDGET TREND



	20/21	21/22	22/23	23/24	24/25	25/26
Employee Benefits	15,500,291	16,560,343	16,990,781	19,182,125	20,287,118	21,407,644
Substitutes	2,638,007	2,984,484	3,490,485	4,766,672	4,582,343	4,767,009
OP - Inclusive Ed	794,861	794,184	761,370	850,152	1,492,770	1,305,327
Other Professionals	2,318,118	2,476,823	2,533,890	2,758,343	3,162,587	3,150,553
Support Staff	8,756,365	9,481,107	9,581,465	9,815,083	10,354,826	10,844,784
Education Assistants	5,673,967	5,908,814	5,977,684	7,197,307	7,843,257	8,172,650
Teachers	37,792,950	38,327,117	38,751,621	44,363,609	47,275,551	48,103,426
Principals and Vice Principals	4,587,775	4,875,901	5,036,518	5,558,153	5,426,797	5,584,554

**Saanich School District  
Annual Budget (Preliminary) Revenue Trends  
Operating Fund, Special Purpose Fund, and Combined**

	20/21	21/22	22/23	23/24	24/25	25/26
<b>Operating Fund</b>						
MOE Operating Grant	73,297,436	74,919,280	75,348,106	83,973,993	90,121,747	92,210,511
LEA Recovery	-3,238,836	-3,048,231	-2,886,687	-3,079,193	-3,190,534	-4,149,650
MOE Operating Grants	70,058,600	71,871,049	72,461,419	80,894,800	86,931,213	88,060,861
Other Government Funding	835,074	1,062,340	1,119,624	2,117,569	2,562,297	2,017,101
LEA Funding	3,238,836	3,048,231	2,886,687	3,079,193	3,190,534	4,149,650
<b>Total Funding Revenue</b>	<b>74,132,510</b>	<b>75,981,620</b>	<b>76,467,730</b>	<b>86,091,562</b>	<b>92,684,044</b>	<b>94,227,612</b>
Tuition	2,235,000	2,980,000	4,137,850	4,048,515	4,544,616	4,488,889
Homestay Fees	1,560,000	2,080,000	2,346,500	2,348,150	2,595,250	3,352,500
Miscellaneous	408,854	311,234	259,000	377,065	308,596	550,429
Rentals and Leases	400,000	390,000	390,000	430,500	525,738	464,500
Investment Income	350,000	200,000	200,000	650,000	650,000	365,083
Prior year surplus	2,803,958	2,757,247	2,530,968	1,682,754	1,522,967	
<b>Total Other Revenue</b>	<b>7,757,812</b>	<b>8,718,481</b>	<b>9,864,318</b>	<b>9,536,984</b>	<b>10,147,167</b>	<b>9,221,401</b>
<b>Total Operating Revenues</b>	<b>81,890,322</b>	<b>84,700,101</b>	<b>86,332,048</b>	<b>95,628,546</b>	<b>102,831,211</b>	<b>103,449,013</b>
<b>Special Purpose Fund</b>						
SPF Provincial Grants	7,511,674	7,513,831	8,579,695	12,647,709	13,000,173	13,487,575
SPF Other Revenues	3,653,000	3,653,000	3,650,000	3,075,000	3,150,000	3,050,000
<b>Total Special Purpose Fund Revenue</b>	<b>11,164,674</b>	<b>11,166,831</b>	<b>12,229,695</b>	<b>15,722,709</b>	<b>16,150,173</b>	<b>16,537,575</b>
<b>Total Combined Revenue</b>	<b>93,054,996</b>	<b>95,866,932</b>	<b>98,561,743</b>	<b>111,351,255</b>	<b>118,981,384</b>	<b>119,986,588</b>
Budgeted Enrolment (Student FTE)	7,517	7,601	7,615	7,681	7,857	7,923
Operating Revenue per Student FTE	10,895	11,143	11,338	12,451	13,087	13,056
Spec. Purp. Revenue per Student FTE	1,485	1,469	1,606	2,047	2,055	2,087
Total Revenue per Student FTE	12,380	12,613	12,944	14,498	15,143	15,143

5-year % Change	
	20%
	41%
	22%

## Section 4

### February 2026 Fiscal Forecast

	Prior Year Actual 2024	Prior Year Actual 2025	Amended Budget	Current Budget	Revenue/ Expenditures to December 31, 2025	Projected Revenue and Expenditure	Variance From Budget	Notes
<b>Revenue</b>								
621 Consolidated Revenue Grants	(86,349,920)	(91,775,264)		(92,278,185)	(37,494,236)	(92,278,185)	-	Note 1
627 Indig. Northern Affairs Canada (INAC) Recovery	3,344,157	3,554,356		3,556,143	1,421,743	3,556,143	-	
629 Other Ministry Of Ed Grants <i>includes Pay Equity, Ad hoc MOE grants, Grad adult funding, Labour Settlement Funding</i>	(2,587,467)	(2,134,845)		(1,369,023)	(326,222)	(1,369,023)	-	
629 Classroom Enhancement Fund (CEF)	(12,158,989)	(12,553,451)		(12,407,626)	(4,418,539)	(12,407,626)	-	
630 Federal Grants <i>French Odyssey Grant, Jordan's Principle</i>	(578,601)	(544,918)		(84,014)	-	(84,014)	-	
641 Other Ministry Grants <i>ERASE Grant</i>	(200,332)	(208,750)		(14,712)	(14,712)	(14,712)	-	
645 Instructional Cafeteria Revenue	(273,820)	(304,010)		(278,174)	(141,027)	(313,131)	34,957	
646 Local Education Agreements/Direct Funding Indig.	(3,344,157)	(3,554,356)		(3,556,143)	(1,421,743)	(3,556,143)	-	
647 International Program Revenue	(7,344,386)	(7,782,257)		(7,819,500)	(6,992,804)	(7,826,600)	7,100	Note 2
649 Misc. Fees & Revenues <i>includes ad hoc grants received, recovery revenue from shared services, funding from municipalities</i>	(367,983)	(580,030)		(368,405)	(322,172)	(368,405)	-	
651 Community Use Of Facilities	(69,162)	(106,993)		(70,000)	(39,155)	(70,000)	-	
659 Other Rentals & Leases	(411,696)	(501,252)		(464,500)	(333,701)	(545,684)	81,184	
660 Exchange (Gain) Loss	(381)	(2,564)		-	5,815	5,815	(5,815)	
661 Interest On Short Term Deposits	(983,061)	(909,087)		(365,080)	(366,789)	(721,008)	355,928	
662 Appropriated Surplus <i>(prior years carry forward amounts)</i>	-	-		(3,894,436)	-	(3,894,436)	-	Note 3
672 Student Fees/Certifications	(83,250)	(105,650)		(50,000)	(86,100)	(149,438)	99,438	
<b>Total Revenue</b>	<b>(111,409,048)</b>	<b>(117,509,071)</b>	<b>-</b>	<b>(119,463,655)</b>	<b>(50,529,642)</b>	<b>(120,036,446)</b>	<b>572,791</b>	
<b>Expenses</b>								
105 Salaries - P/VP	5,233,453	5,533,676		5,596,666	2,804,347	5,661,857	(65,191)	
111 Salaries - Teachers <i>(incl. POSR)</i>	45,067,952	47,530,245		47,267,292	18,802,162	47,027,152	240,139	Note 4
307 - Teacher remedy	1,942,023	1,507,103		1,997,480	563,819	1,997,480	-	
Teacher remedy unspent					-	-	-	
122 Salaries - Support Staff <i>(incl. In Service and First Aid)</i>	9,233,048	9,840,010		10,506,343	4,258,433	10,218,644	287,699	Note 5
123 Salaries - Other Professionals	3,910,116	4,534,591		4,693,492	2,136,321	4,573,430	120,062	
131 Salaries - Educational Assistants	6,574,392	7,230,431		7,951,631	2,922,625	7,680,559	271,072	Note 6
143 Support Staff Replacement Costs	839,473	5,439,761		417,819	333,333	750,186	(332,367)	Note 7
146 Teacher Replacement Costs	4,182,195	291,764		4,228,767	2,084,541	4,573,236	(344,469)	Note 8
	76,982,652	81,907,581	-	82,659,490	33,905,581	82,482,544	176,946	
200 Benefits	19,290,595	20,690,913		21,889,258	7,950,532	21,818,207	71,051	
	19,290,595	20,690,913	-	21,889,258	7,950,532	21,818,207	71,051	
Services & Supplies								
Services	5,109,449	4,711,838		5,361,126	3,041,211	5,381,466	(20,340)	
Pro-D & Travel	641,820	683,589		761,803	362,898	761,803	-	
Rentals & Leases	184,523	166,487		172,000	83,276	172,000	-	
Dues & Fees	382,612	730,040		714,342	714,514	714,514	(172)	
Insurance	257,441	267,553		282,000	261,947	261,947	20,053	
Supplies	2,156,908	3,782,838		5,964,696	2,000,585	4,999,653	965,043	

	Prior Year Actual 2024	Prior Year Actual 2025	Amended Budget	Current Budget	Revenue/ Expenditures to December 31, 2025	Projected Revenue and Expenditure	Variance From Budget	Notes
Utilities	1,521,527	1,555,345		1,506,023	375,070	1,583,870	(77,847)	
	10,254,280	11,897,690	-	14,761,990	6,839,501	13,875,253	886,737	Note 9
Total Expenses	106,527,527	114,496,184	-	119,310,738	48,695,614	118,176,004	1,134,734	
Transfer from operating for purchase of capital assets	749,054	1,649,146		-	-	-	-	
Transfer to local capital for track renewal fund		7,000		6,427		6,427	-	
Transfer to local capital for asset replacement reserve	120,353	146,490		146,490	-	146,490	-	
(Surplus)/Deficit	(4,012,114)	(1,217,251)	-	(0)	(1,834,028)	(1,707,526)	1,707,525	
					Opening Contingency Reserve	(3,582,972)	3.0%	
					January 28, 2026 increase to contingency reserve	(500,000)		
					Estimated School and District Carry Forwards	1,000,000		
					Estimated Jordan's Principle clawed back	87,601		
					Surplus funding expenses continuing in 2026/27	1,928,256		
					Estimated Closing Contingency Reserve	(2,774,641)	2.4%	

**Amended Budget** is the February *Amended Annual Budget* to be approved on February 11, 2026.

**Current Budget** is the current working budget.

*Certain comparative figures have been restated to conform with current year's presentation*

**Variance comments:**

**Note 1** - Operating grant revenue budget and projected have been adjusted to reflect confirmed funding.

**Note 2** - International Program Revenue was budgeted at 260 FTE. Actual is expected to be approximately 261 FTE.

**Note 3** - Appropriated surplus consists of:

\$1,654,122 District Activities Carry Forward

\$ 312,057 School Activities Carry Forward

\$2,428,256 Budget Appropriation

(\$500,000) January 28, 2026 reduction to planned Budget Appropriation

\$3,894,436

**Note 3** - Teacher salaries positive variance is due to: secondary teacher staffing held back to be deployed in second semester and lower actual average teacher salary than we had budgeted.

**Note 5** - Support Staff salaries positive variance is due to hiring lag for vacant positions and unpaid time off taken by staff. This variance is slightly offset by higher replacement costs.

**Note 6** - Education Assistant (EA) salaries positive variance is due to several factors:

- Hiring lag in deployment of EA funding.

- EAs taking unpaid time off.

- All positions are budgeted at the continuing rate of pay, but about 10% of positions are staffed with temporary employees who earn \$1.43 less per hour.

This variance is partially offset by higher replacement costs when possible.

**Note 7** - Support Staff Replacement Costs negative variance compared with budget is due to higher than budgeted use of sick leave or unpaid absences requiring replacement. Variance is partially offset by unpaid time off taken by staff on Support Staff and Education Assistant Salaries rows.

**Note 8** - Teacher Replacement Costs have several major parts:

- Maternity and Parental leave
- Long Term Sick Leaves
- Sick and Emergency Leave
- School Department TTOC Costs for Pro-D/Events

Teacher replacement costs are trending over budget due to higher than budgeted maternity parental leaves and higher than budgeted use of sick and emergency leave. While the number of sick and emergency leave days taken off are declining, the cost of the leave is slightly higher due to the education and experience of teachers doing the work vs. prior years. Our long term sick leaves are down significantly from the prior year and are trending to be on budget.

**Note 9** - Assumption made in preparing this forecast is that departments and schools will spend their services and supplies budgets as allocated, other than the following:

(\$1,000,000) expected school and district carry forward

\$( 20,053) insurance costs under budget (premium decrease)

\$ 20,340 legal costs estimated to come in over budget due to CLASS revised fee model (allocated to us by MECC based on program usage).

CLASS coordinates grievance arbitrations and labour litigation on behalf of BC's public school districts. CLASS is managed by BCPSEA and funded by school districts.

\$ 77,847 utilities costs (heating and garbage) estimated to come in over budget

\$ 34,957 costs to generate cafeteria revenue

\$ 172 Dues and fees slightly over budget

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(\$ 886,737)

## Section 5

### Strategic Priority Initiatives

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To: Budget Advisory Committee

Prepared By: Jason Reid  
Secretary Treasurer

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Subject: Budget Implications of Strategic Priorities

Date: February 13, 2026

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The purpose of this briefing note is to outline key strategic plan initiatives in order to support consideration of how the budget supports strategic plan priorities. In this briefing, I also review targeted funding that will not continue into 2026/27 or that is at risk of not continuing.

The Board of Education's 2022 - 2027 Strategic Plan focuses on the following four strategic priority areas:

- Literacy
- Indigenous Learner Success
- Mental Health and Wellness
- Global Citizenship

### **Budget Implications of Strategic Plan Priorities**

Initiatives supporting strategic priorities are continually evolving informed by continuous engagement which includes review of data, student voice, staff engagement, and consultation with rightsholders and education partners. The following is an overview of the key initiatives underway in support of strategic plan priorities.

#### Literacy

- Targeted Literacy intervention programs to reduce the proportion of students at the emerging level. This includes the Literacy Intervention Teacher (LIT) program, which is an early intervention initiative designed to support elementary students who are at risk. To eliminate gaps in literacy achievement there is a primary focus on Indigenous learners, diverse learners and children and youth in care.
- Expansion of support and interventions for students at the middle school level who continue to struggle with literacy.
- Expand the role of literacy intervention teachers to provide classroom teachers with capacity building opportunities and mentorship.
- Literacy is a professional development focus for teachers. This includes focused professional learning for primary teachers earlier in the school year to provide more time to apply strategies, assess progress, and adjust instruction accordingly.

- Implementation of an updated intervention screener to enhance the identification of students requiring literacy support.

On February 5, 2025, the Ministry of Education and Childcare announced targeted funding of \$225,839 (one time funding) in 2025/26 to provide professional learning opportunities for classroom teachers and support staff in the areas of evidence-based: literacy instruction, early literacy screening, and/or literacy interventions. Using this funding the district has been able to implement additional literacy initiatives including professional development opportunities for teachers. This grant currently funds 0.3 FTE teacher leader time focused on building literacy intervention capacity in grades 4 to 8, 0.2 FTE speech pathologist time, and 0.2 FTE teacher time in each middle school (0.6 FTE in total) to support school-based literacy initiatives. The remainder of the grant is budgeted on services and supplies for learning resources and professional development opportunities. **As this grant was a one-time funding allocation, these additional initiatives cannot be sustained beyond the 2025/26 school year.**

Approximately \$50,000 of this grant will roll over into 2026/27 to support the implementation of a new grade 1-3 screener to identify literacy gaps guiding literacy instruction.

### Indigenous Learner Success

- Focus district and teacher leadership time and professional development budget on this priority. Continued focus on building culturally responsive programming, increasing Indigenous mentorship, and providing staff training focused on cultural competency, anti-racism, relationship-building and trauma-informed practices. Some specific initiatives include:
  - The September Indigenous-focused district professional development day
  - continued evolution of Cultural Competency training for staff
  - After school homework clubs that work to reduce barriers to success, and that are culturally safe and student centered.
  - Increased opportunities for Indigenous students to participate in cultural and sports activities (ex. Indigenous basketball program)
- Investments to support language programs and the development of learning resources and curriculum. Specific initiatives include:
  - Implementation of a new course at Stelly’s embedding W̱SÁNEĆ knowledge and teachings (I, TOTEL, NEW, E TFE Á, LENENEÇ LTE - Learning Together from Our Homelands)
  - Creating new resources for teachers including the documentary with related learning resources about the W̱SÁNEĆ moons (in partnership with Live It Earth), and early literacy kits for teachers that include resources from Strong Nations.
  - A variety of new resources developed for the Indigenous Education Resources website for both staff and families to access.
- Literacy interventions (as outlined above under Literacy goal) targeted for Indigenous students to address gaps in achievement.
- Use of Jordan’s Principle funding to hire speech and language pathologists and assistants to support Indigenous student language development.

Jordan’s Principle funding (\$646,358 applied in 2025/26) is currently paying for Speech and Language Pathologist (4.4 FTE) and Speech and Language Pathologist Assistant (3.2 FTE) staffing. **This funding is at risk of not continuing beyond this fiscal year, as the program (federal government) has advised that school districts are no longer eligible to receive this funding directly.** We are currently working with the WSÁNEĆ School Board to develop a joint funding application in order to continue funding these supports for Indigenous students in the Saanich School District. The Victoria Native Friendship Centre is assisting with the application as they have experience working on these applications.

Mental Health and Wellness

- Allocation of existing budgets in support of Mental Health & Wellness initiatives include district and teacher leadership time and professional development budget on the priority.
- Focus on providing resources and professional learning opportunities for teachers to enhance skills in the delivery of Social Emotional Learning (SEL) skills across K-12. SD63's strategic plan explicitly positions SEL as a core mechanism for promoting positive mental health through prevention, early intervention, and skill development rather than solely through reactive supports.
- Developing a consistent SEL approach across K–12, including the selection and piloting of comprehensive SEL programs (e.g., Second Step) at the elementary and middle school levels.
- Developing Tier 2 SEL-informed supports and interventions, including a shared repository of resources for counsellors and school-based staff to support students requiring additional assistance.
- Continued focus on digital wellness and the impact social media has on student mental health through digital literacy lessons for students and parent engagement. In addition, ongoing promotion of ERASE website resources for students, staff and families.
- Allocate Mental Health in Schools Grant (special purpose grant - \$52,000 received in 2025/26) in support of Mental Health & Wellness initiatives and strategic priority. This includes a minimum of .15 FTE teacher leadership time focused on guiding school based "Health School Teacher-Reps" with initiatives that connect SEL practices with BC Core Competencies, and providing opportunities to engage in ways to reduce the stigma of mental health and promote trauma informed practices. **This grant funding has not yet been confirmed for the 2026/27 school year and is at risk of not continuing.**
- Creation of Community Outreach Coordinator position to engage and support youth in the school district who are at risk of exploitation, serious crimes, and gang affiliation. This position is critical to the safety and well-being of students currently on a pathway of risky/dangerous behaviours. This position is funded by the targeted funding received from the Public Safety Solicitor General (PSSG) (2025/26 funding: \$90,883). **This funding has not yet been confirmed for the 2026/27 school year and is at risk of not continuing.**

### Global Citizenship

- Focus district and teacher leadership time and professional development budget on this priority by providing teaching and learning opportunities that build knowledge, awareness and curiosity around local and global themes. Specific focus areas include building staff and student capacity around:
  - local and global topics such as climate literacy, Generative AI, and cultural contexts.
  - cross disciplinary engagement (both curricular and extra-curricular)
  - student voice and choice in their learning.
- Allocation of curriculum budget to support development and implementation of learning experiences that focus on action projects to broader local, global and societal issues. This will be operationalized through inquiry-based learning opportunities that address these issues.

### **Early Care and Learning (ECL) Grant**

Since 2022/23 the district has received a \$175,000 Early Care and Learning (ECL) grant, targeted to support the development of childcare and early learning programs. In 2025/26 this grant funded additional teacher leadership time of 0.5 FTE to develop early years programming, and 0.2 FTE for K-3 SENCOTEN instruction at Brentwood Elementary and KELSET Elementary. The ECL funding is also being used fund the cost of Ready Set Learn and StrongStart programs (that are in excess of targeted funding for these programs), K-3 pedagogical professional development, consultation meetings, resource creation, and to support several community based early years and literacy programs including DECODA (an organization that supports community-based literacy programing), and Mother Goose (a Beacon Community Services early years program at Saanichton ILC).

**The Ministry of Education and Childcare has advised that this grant will not continue beyond the 2025/26 school year.** Childcare and Early learning initiatives will continue to be supported on a more limited basis by a 0.5 FTE teacher leader position included in the operating fund (this position was in place prior to the introduction of the ECL grant).

With respect,

Jason Reid  
Secretary Treasurer

## Section 6

# Risk Management Report

SD63 (Saanich) Risk Report – February 2026

	Category / Risk Event	Cause	Consequence	Existing Mitigations	Residual Risk Ranking	Risk Response
A	Financial:  Program budgets are not financially sustainable	<ul style="list-style-type: none"> <li>• Inflationary cost pressures are not fully reflected in annual funding rate adjustments</li> <li>• Stable enrolment results in budget pressure (Ministry funding model).</li> <li>• Actual expenditures trend above budgeted expenditures due to circumstances/events beyond the school district’s control</li> <li>• External event impacts domestic and/or international enrolment and revenues</li> </ul>	<ul style="list-style-type: none"> <li>• Inflationary costs are not reflected in expenditure budgets or expenditure budget reductions are required to balance budget.</li> <li>• Educational program outcomes are negatively impacted.</li> <li>• Increased operational risk as the district is unable to fully fund risk mitigation strategies.</li> <li>• Growing budget pressure and reduced financial flexibility</li> <li>• Reputational damage and reduced confidence.</li> </ul>	<ul style="list-style-type: none"> <li>• Financial forecasting and monitoring processes</li> <li>• Multi-Year Financial Plan developed</li> <li>• Investment in innovative and engaging programs including online learning</li> <li>• Maintain sufficient contingency reserve in order to avoid the need for sudden and disruptive budget adjustments</li> </ul>	<b>HIGH</b>	<ul style="list-style-type: none"> <li>• Monitor forecasted financial results relative to budget, and more closely monitor revenue/expenditure budgets with a higher risk of variability including International and online learning enrolment (revenues), employee benefit costs, and staff replacement costs due to illness.</li> <li>• Review and analyze the underlying causes of cost pressure escalations and develop mitigating strategies where possible.</li> <li>• Advocacy for funding for inflationary cost pressures</li> <li>• Maintain appropriate contingency reserve.</li> <li>• Develop Preliminary 2026/27 Budget that is appropriately conservative with the objective of maintaining long-term program stability.</li> </ul> <p><b>Note: Residual risk remains high because funding rates have not historically fully funded inflation, the current allocation of one-time reserves funding continuing expenditures is</b></p>

**SD63 (Saanich) Risk Report – February 2026**

	<b>Category / Risk Event</b>	<b>Cause</b>	<b>Consequence</b>	<b>Existing Mitigations</b>	<b>Residual Risk Ranking</b>	<b>Risk Response</b>
						<b>likely unsustainable and increasing risks to the Provincial budget.</b>
<b>B</b>	Information Systems:  Information System performance is not sustained or does not keep pace with evolving user needs	<ul style="list-style-type: none"> <li>• Supply Chain &amp; Inflation: Global demand for AI data centers is driving up costs and creating shortages for SSDs and Memory, compounding general inflation.</li> <li>• Budget Conflicts: Funds for critical infrastructure (WiFi) are being diverted to cover the rising costs of end-user devices.</li> <li>• Wireless EOL: WiFi Access Points (APs) are End-of-Life; modern devices now possess faster network cards than the district network supports, creating a bottleneck.</li> <li>• Decentralized Purchasing: Schools continue to purchase</li> </ul>	<ul style="list-style-type: none"> <li>• Digital Inequity: Reduction in device purchasing (approx. 100 fewer units this year) affects student-to-device ratios across all schools.</li> <li>• New, expensive devices cannot operate at full speed due to aging WiFi infrastructure.</li> <li>• Business Continuity: Lack of UPS management software and protection in edge closets (IDFs) leaves site connectivity vulnerable to power fluctuations.</li> <li>• Financial Inefficiency: Paying premium prices for redundant software licenses across different sites.</li> </ul>	<ul style="list-style-type: none"> <li>• Extended Lifecycles: Successfully normalized a 5-year replacement cycle for devices (currently at maximum viability).</li> <li>• Core Power Protection: UPS hardware deployed to Main Distribution Frames (MDF) to protect core connectivity.</li> <li>• Projector Stabilization: Long-life projector replacements have stabilized the display crisis in most classrooms.</li> <li>• Ad-Hoc Replacement: Piecemeal replacement of failed WiFi units (though inefficient compared to full replacement).</li> </ul>	<b>HIGH (increased from Medium-High)</b>	<ul style="list-style-type: none"> <li>• Infrastructure "Ring-fencing": Develop a capital plan that separates "Infrastructure" (WiFi) budgets from "Device" budgets to prevent cannibalization.</li> <li>• Power Management: Deploy management software for existing UPS units and establish server shutdown protocols.</li> <li>• Software Governance: Leverage the new vetting process (from Risk C) to identify and consolidate duplicate software purchases.</li> <li>• WiFi Strategy: Pause piecemeal WiFi replacement to build a business case for a "Rip and Replace" capital project.</li> <li>• Funding Model Reform: A new "Allocation Model" is under development to more clearly delineate school vs. district funding responsibilities.</li> </ul>

**SD63 (Saanich) Risk Report – February 2026**

	Category / Risk Event	Cause	Consequence	Existing Mitigations	Residual Risk Ranking	Risk Response
		duplicate software at the classroom level rather than utilizing district bulk-buys. <ul style="list-style-type: none"> <li>• Battery Lifespan: Laptop lifecycle is maxed at 5 years; extension to 6 years is not viable due to battery degradation.</li> </ul>				
<b>C</b>	Information Systems / Operations:  A significant privacy breach and/or cyber security attack occurs	<ul style="list-style-type: none"> <li>• Targeted Sophistication: Attacks are no longer generic; bad actors appear to understand the organization's specific hierarchy and structure (Spear Phishing).</li> <li>• Shadow IT &amp; AI: Staff utilizing unapproved applications (Shadow IT) and increasing prevalence of unauthorized AI tools, exposing data to unknown privacy terms.</li> <li>• Credential Hygiene: User credentials continue to be reused across platforms and appear in public breach reports.</li> </ul>	<ul style="list-style-type: none"> <li>• Harm to students and staff due to breach of sensitive information.</li> <li>• Legal liability / financial loss to district.</li> <li>• Reputational damage and reduced community confidence.</li> <li>• Loss of access to district systems impacting business and educational outcomes.</li> <li>• Significant impact to communications, including cloud services which use local authentication sources.</li> </ul>	<ul style="list-style-type: none"> <li>• 24/7 MDDR: Expanded partnership with external cybersecurity firm to include 24/7 live monitoring and response (Managed Detection and Response).</li> <li>• Immutable Backups: Implementation of off-site, immutable backups to protect against ransomware encryption.</li> <li>• Staff MFA: Multifactor Authentication successfully rolled out to all staff for Microsoft environments.</li> <li>• Training Phase 1: Completion of initial security awareness training modules for staff.</li> </ul>	<b>MEDIUM – HIGH</b>	<ul style="list-style-type: none"> <li>• Expand MFA: Extend Multifactor Authentication to non-Microsoft environments and investigate other options for student accounts.</li> <li>• Phase 2 Training: Launch second round of awareness campaigns with a focus on Targeted Attacks and AI Safety.</li> <li>• AI &amp; App Vetting: Formalize a "safe list" or vetting process specifically for AI tools and third-party apps to counter Shadow IT.</li> <li>• Data Governance: Finalize data classification and retention policies (Dependent on FocusedEd/Legal support).</li> <li>• Redundancy Planning: Investigate costs to add a secondary communication path for phone system survivability.</li> <li>• Budget Strategy: Develop a long-term financial model to address rising hardware</li> </ul>

**SD63 (Saanich) Risk Report – February 2026**

	<b>Category / Risk Event</b>	<b>Cause</b>	<b>Consequence</b>	<b>Existing Mitigations</b>	<b>Residual Risk Ranking</b>	<b>Risk Response</b>
		<ul style="list-style-type: none"> <li>• Financial Constraints: Rising costs of hardware threaten the sustainability of the device refresh cycle, potentially leaving aging devices vulnerable in the future.</li> <li>• Single Point of Failure: While phone systems are upgraded, reliance on a "single path out" limits redundancy during outages.</li> </ul>		<ul style="list-style-type: none"> <li>• Device Refresh: Current year devices are updated (RefreshEd plan active for current cycle).</li> <li>• Patch Management: Established processes for patching current devices.</li> </ul>		costs before "aging devices" becomes a critical vulnerability again.
<b>D</b>	Human Resources:  Organizational capacity is insufficient to mitigate key risks and meet key strategic objectives.	<ul style="list-style-type: none"> <li>• Not enough qualified candidates entering the market to meet the needs of the district</li> <li>• Increasing expectations and compliance requirements</li> <li>• Greater technical knowledge required for many roles due to growing reliance on technology</li> </ul>	<ul style="list-style-type: none"> <li>• Increasingly difficult to maintain required expertise in key technical roles.</li> <li>• Programs and services are affected negatively impacting student outcomes</li> <li>• Increased risk of financial or operational failures and/or insufficient mitigation of key risks</li> </ul>	<ul style="list-style-type: none"> <li>• Continual review of organizational structure, and prioritization of service delivery needs</li> <li>• Assign Inclusion Support Workers to maintain supervision and high incidence support services where there are short-term absences of continuing EA staff.</li> </ul>	<b>MEDIUM – HIGH</b>	<ul style="list-style-type: none"> <li>• Continual review of staffing and organizational structure in relation to assessed risks and strategic priorities</li> <li>• Building internal capacity – including strategies to cross train and increase support in key areas.</li> <li>• Document business processes for key finance, payroll and school clerical roles to enable coverage and on-the-job training of new hires.</li> <li>• Identify and investigate other options to mitigate program impacts where staff shortages are ongoing. This includes</li> </ul>

# SD63 (Saanich) Risk Report – February 2026

	Category / Risk Event	Cause	Consequence	Existing Mitigations	Residual Risk Ranking	Risk Response
		<ul style="list-style-type: none"> <li>Salaries/wages/benefits are not as competitive</li> </ul>	<ul style="list-style-type: none"> <li>Increased risk of delay in September start-up processes impacting students and increasing the risk of error in enrolment data which can negatively impact funding (MyEd expertise/capacity).</li> <li>Increased staff workload and staff turnover</li> </ul>	<ul style="list-style-type: none"> <li>Support attendance though employee wellness program</li> <li>Reviewing strategies to build and maintain sufficient technical capacity in key areas including finance, human resources, payroll, information technology, MyEd database, and building systems maintenance.</li> </ul>		<p>reviewing if adjustments to the organizational structure are necessary. For example, consideration of a district position whose sole responsibility is managing student data (MyEd) and increasing capacity (training) in other staff.</p> <ul style="list-style-type: none"> <li>Explore opportunities to leverage artificial intelligence (AI) and automation to reduce workload and capacity constraints.</li> </ul>
<b>E</b>	Facilities:  Facilities are not sufficiently maintained and renewed (deferred maintenance)	<ul style="list-style-type: none"> <li>Limited capital funding</li> <li>Construction cost escalation (inflation)</li> <li>A building condition issue is not identified</li> <li>Changing building codes</li> </ul>	<ul style="list-style-type: none"> <li>Sub-optimal teaching environment</li> <li>Increasing long term cost</li> <li>Climate action goals impeded</li> <li>Increased Health &amp; Safety risk</li> <li>Non-compliance with building code, WorkSafe or other regulatory requirements</li> <li>Reputational damage</li> </ul>	<ul style="list-style-type: none"> <li>Facility planning reflects relevant information including assessment of facility condition and building component lifespan</li> <li>New Long-Range Facilities Plan developed</li> <li>Energy Sustainability Plan</li> <li>Regular inspection of facilities</li> </ul>	<b>MEDIUM – HIGH</b>	<ul style="list-style-type: none"> <li>Continued facilities assessment and planning to identify the district's greatest priorities for the annual capital plan and allocation of maintenance funding.</li> <li>Prioritization of structural (seismic), building envelope, and energy/GHG reduction projects</li> <li>Long Range Facilities Plan and Energy Sustainability Plan are reviewed and updated annually.</li> <li>Review of school allocations for equipment replacement, which will</li> </ul>

## SD63 (Saanich) Risk Report – February 2026

	Category / Risk Event	Cause	Consequence	Existing Mitigations	Residual Risk Ranking	Risk Response
						include clarifying accountabilities for replacing all equipment and systems.
<b>F</b>	<p>Strategic / Financial:</p> <p>Funding is not sufficient or is not allocated optimally through the budget process to adequately mitigate risk and best support educational outcomes.</p>	<ul style="list-style-type: none"> <li>Budget consultation process does not identify the highest priorities</li> <li>Funding pressure due to enrolment decline or other factors impacting program investment</li> </ul>	<ul style="list-style-type: none"> <li>Significant risks are not properly mitigated</li> <li>Implementation of strategic priorities to improve student achievement impeded</li> </ul>	<ul style="list-style-type: none"> <li>Evolving public budget consultation process</li> <li>Evolving processes to evaluate risk and strategic priorities.</li> <li>Oversight by the Budget Advisory Committee</li> </ul>	<b>MEDIUM</b>	<ul style="list-style-type: none"> <li>Continued refinement of the budget process to increase the integration of budget planning with strategic planning and risk management processes.</li> <li>School plans and operational plans focusing on specific initiatives for improving performance (strategic priorities) and/or reducing operational risk inform budget decisions.</li> </ul>
<b>G</b>	<p>Health &amp; Safety Operations:</p> <p>An event occurs (earthquake, tsunami, fire, pandemic, etc.) and the district is not able to maintain appropriate continuity of service or is not able to respond appropriately to an emergency.</p>	<ul style="list-style-type: none"> <li>Accountability is not clear and/or appropriate protocols/procedures not in place</li> <li>District staff are not able to communicate</li> <li>Information systems fail without timely return of service</li> </ul>	<ul style="list-style-type: none"> <li>Harm results to students or staff</li> <li>Significant impact on educational outcomes for students</li> <li>Reputational damage and reduced confidence.</li> </ul>	<ul style="list-style-type: none"> <li>Emergency preparedness planning</li> <li>Emergency drills compliance (fire, earthquake and lock-down)</li> <li>Improved backups (offsite and immutable)</li> <li>Seismic upgrade is a capital plan priority</li> <li>Enhanced communications capability (emergency and non-emergency communications including</li> </ul>	<b>MEDIUM</b>	<ul style="list-style-type: none"> <li>Increased collaboration with partners (municipalities, island health, province, etc.) in planned response to events.</li> <li>Enhance Disaster Recovery and Business Continuity capability.</li> <li>Prioritization of seismic risk mitigation in capital plan</li> </ul>

# SD63 (Saanich) Risk Report – February 2026

	Category / Risk Event	Cause	Consequence	Existing Mitigations	Residual Risk Ranking	Risk Response
				websites and School Messenger). <ul style="list-style-type: none"> <li>Implemented additional radio communication capabilities</li> </ul>		
<b>H</b>	Schools Operations:  Student trauma, injury, or fatality results from violence/suicide, overdose or other threats.	<ul style="list-style-type: none"> <li>Cyberbullying or violence</li> <li>Overdose</li> <li>Mental health risk</li> <li>External threat</li> </ul>	<ul style="list-style-type: none"> <li>Harm results to students or staff</li> <li>Student outcomes negatively impacted</li> <li>Reputational damage and reduced confidence.</li> </ul>	<ul style="list-style-type: none"> <li>Critical Incident Response Management Team (CIRM)</li> <li>Professional development focusing on trauma/trauma response, digital literacy/safety, threat assessment, and critical incident response</li> <li>School safety protocols including lockdown and hold and secure procedures. District support for schools working through threat assessments and critical incidents.</li> <li>Safer Schools Together (SST), on request, monitors Worrisome online behaviour to inform threat/risk assessment</li> <li>Enhanced communications capability (emergency and</li> </ul>	<b>MEDIUM</b>	<ul style="list-style-type: none"> <li>Tri-district partnership focusing on school safety. Continual refinement of safety and response protocols. SST has training 20 plus staff with latest protocol for responding to Violence Threat Risk Assessment. This includes training with a new reporting process with updated documents from ERASE BC. Training for more staff will continue.</li> <li>Parent learning opportunities - social media, digital safety, and mental wellness have been provided and will continue.</li> <li>New Community Outreach Coordinator position in place for the purpose of tracking and providing proactive support for students engaged in exploitation, serious crimes or gang affiliation.</li> </ul>

# SD63 (Saanich) Risk Report – February 2026

	Category / Risk Event	Cause	Consequence	Existing Mitigations	Residual Risk Ranking	Risk Response
				non-emergency communications) including websites and School Messenger. • Ongoing collaboration with neighbouring district's Safe School Coordinators and police partners to ensure safety protocols are reviewed and monitored, placing student safety as a high priority.		• Naloxone training is made available for Administrators and first aid attendants through partnership with Island Health.
I	Health and Safety Operations / Human Resources:  A workplace injury results from an accident or violence.  Claims and Disability Management is ineffective:  Non-compliance with WorksafeBC regulation	• Accountability is not clear or procedures / process inadequate • Increased compliance focus (WorkSafe) and risk associated with violence in the workplace • Increase in mental health and other complex workplace claims	• Harm to students or employees • Increased claims and insurance premium cost • Financial loss to District (fines for non-compliance and/or legal liability) • Reputational damage and reduced confidence	• Implemented online Safety Management System • OH&S training courses • Leverage SD23 expertise to manage claims • Implementation of Violence Risk Assessment processes • Inspection of facilities • Implementation of Facilities/HS Administrator Training • Enhanced Health and Wellness programs including enhanced Employee and Family	<b>MEDIUM</b>	• Continue to implement preventative programs • Enhanced focus on Return to Work and Job Demand Analysis development • Focused efforts on prevention associated with critical claims affecting insurance premiums • Implementation of province initiatives and hazard mitigation techniques

# SD63 (Saanich) Risk Report – February 2026

	Category / Risk Event	Cause	Consequence	Existing Mitigations	Residual Risk Ranking	Risk Response
				Assistance Program (EFAP) to support staff		
<b>J</b>	Facilities / Operations:  Facilities or transportation system (bus and white fleet) are not safe for students, staff or community	<ul style="list-style-type: none"> <li>Limited funding for capital upgrade and maintenance</li> <li>Cost escalation</li> <li>Accountability is not clear</li> <li>Potential risk not addressed by inspections or compliance procedures</li> </ul>	<ul style="list-style-type: none"> <li>Harm results to students or staff</li> <li>Non-compliance with regulatory requirements (OH&amp;S, fire code, building code, motor vehicle regs, etc.)</li> <li>Financial loss including legal liability or penalty</li> <li>Reputational damage and reduced confidence</li> </ul>	<ul style="list-style-type: none"> <li>Regular inspections of vehicles and facilities.</li> <li>Continued replacement of aging vehicles and equipment</li> <li>Targeted audit of higher risk activities including shops.</li> <li>Facility safety is a capital plan priority</li> </ul>	<b>MEDIUM</b>	<ul style="list-style-type: none"> <li>Seismic upgrade and facility safety continues to be a capital plan priority</li> <li>Continue targeted audits of higher risk programs</li> <li>Implemented new bus transportation registration procedures with one objective being to manage ridership within the capacities of buses.</li> <li>Review of school allocations for equipment replacement, which will include clarifying accountabilities for replacing all equipment and systems.</li> </ul>
<b>K</b>	Strategic / Facilities:  Facilities do not accommodate changing demographics or program requirements	<ul style="list-style-type: none"> <li>Limited capital funding</li> <li>Construction cost escalation</li> <li>Enrolment growth exceeds forecast</li> <li>Actions to manage growth are not implemented soon enough</li> </ul>	<ul style="list-style-type: none"> <li>Schools exceed capacity or students are unable to attend their catchment area school.</li> <li>Expectations of families are not met</li> <li>Educational programs negatively impacted</li> </ul>	<ul style="list-style-type: none"> <li>Long range facilities planning work and continuous monitoring</li> <li>Robust process to forecast future enrolment</li> <li>Installation of portable classrooms when needed</li> <li>Building renovations or replacements reflect</li> </ul>	<b>LOWER</b>	<ul style="list-style-type: none"> <li>No specific risk response (risk lower due to existing mitigations)</li> </ul>

## SD63 (Saanich) Risk Report – February 2026

	Category / Risk Event	Cause	Consequence	Existing Mitigations	Residual Risk Ranking	Risk Response
			<ul style="list-style-type: none"> <li>Reputational damage and reduced confidence.</li> </ul>	today's program needs (ex. replacement of CDC).		
<b>L</b>	<p>School Operations:</p> <p>A student or staff member has an accident during a field trip, sports event, shop class or other educational program.</p>	<ul style="list-style-type: none"> <li>Non-compliance with procedures or risk not mitigated</li> </ul>	<ul style="list-style-type: none"> <li>Harm results to student or staff</li> <li>Financial loss including legal liability or penalty</li> <li>Reputational damage and reduced confidence</li> </ul>	<ul style="list-style-type: none"> <li>Field trip/event procedures including approval and supervision</li> <li>Inspection of school learning environments.</li> <li>Compliance with OH&amp;S and other regulatory safety requirements</li> </ul>	<b>LOWER</b>	<ul style="list-style-type: none"> <li>No specific risk response (risk lower due to existing mitigations)</li> </ul>
<b>M</b>	<p>Financial / Operations / Human Resources / Educational Programs:</p> <p>Ethical breach or inappropriate action by staff member or volunteer</p>	<ul style="list-style-type: none"> <li>Fraud or perceived inappropriate use of funds</li> <li>Conflict of interest</li> <li>Harassment or other inappropriate behaviour</li> </ul>	<ul style="list-style-type: none"> <li>Harm results to students or staff</li> <li>Financial loss including legal liability or penalty</li> <li>Reputational damage and reduced confidence</li> </ul>	<ul style="list-style-type: none"> <li>Policy and administrative procedures requiring appropriate investigation of complaints/concerns.</li> <li>Financial controls</li> <li>Oversight and training</li> <li>Criminal record checks</li> </ul>	<b>LOWER</b>	<ul style="list-style-type: none"> <li>No specific risk response (risk lower due to existing mitigations)</li> </ul>

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To: Budget Advisory Committee

Prepared By: Megan Cimaglia  
Director of Finance

Subject Transportation Fee

Date: February 13, 2026

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## Purpose

The purpose of this briefing note is to provide background regarding transportation fees, to outline an option for discussion for the implementation of transportation fees for the 2026/2027 school year and to support the consideration of consultation steps prior to the March Finance, Facilities and Technology Committee meeting.

## Background

On February 11, 2026, the Board carried the following motion:

*“That the Board request senior staff to bring a report to the March Finance, Facilities & Technology Committee meeting outlining a recommendation for the implementation of a transportation service fee beginning in the fall of 2026.”*

In August 2016, the Ministry announced a new provincial Student Transportation Fund to enable school districts to eliminate transportation fees and/or enhance service. The Saanich School District was confirmed for \$280,000 in annual funding, which was equal to what the District had budgeted for bus fee revenues in 2016/17. As a condition of receiving this funding, the District eliminated transportation fees beginning in the fall of 2016.

As the Student Transportation Fund has remained frozen since 2016, several years ago Ministry staff confirmed that school districts could implement fees to fund the cost of program inflation. Over the past decade, collective agreement costs have been funded and, since 2022, inflationary wage adjustments for exempt staff have also been funded. However, over this period, there has been significant growth in other operational costs. Total unfunded inflationary costs from 2016/17 to 2026/27 are estimated to be \$472,000.

Currently, there are approximately 1,900 bus riders and approximately 48% of riders are courtesy riders.

Review of publicly available information indicates that a number of districts in BC are charging bus fees:

- School District 62 – Sooke
  - Fees: Safety fee (non-refundable) \$25, \$300 per rider, online processing fee 3%, Family maximum fee \$750 (for 4+ riders.) Sooke is currently reviewing a potential increase from \$325 to \$355 (inclusive of safety fee) for the 2026/27 school year.
- School District 23 – Central Okanagan (Kelowna)
  - Fees: 1<sup>st</sup> student \$525, 2<sup>nd</sup> student \$525, 3<sup>rd</sup> student - \$262.50, 4<sup>th</sup> student \$262.50.
  - Limitations: Family maximum \$1,575.
- School District 22 – Vernon

- Fees: Registration fee (non-refundable) \$35, Eligible rider (catchment school) \$90, Eligible rider (program of choice) \$320, Courtesy rider (in-catchment) \$220, Courtesy rider (out of catchment) \$320.
- Limitations: First Child 100% of Registration Fee and Rider Fee, Second Child 100% of Registration Fee and Rider Fee, Third + Child 100% of Registration Fee per Child
- School District 34 – Abbotsford
  - Fees: In catchment and outside walk limits: \$0 fees, In catchment and inside walk limits: \$465 per student per year or \$690 per family per year, Attending district programs or cross boundary students \$690 per student per year or \$930 per family per year
- School District 33 – Chilliwack
  - Fees: Late registration fee: \$50-\$75, Courtesy rider fee \$305 per student with maximum family fee of \$610.

Except for Saanich and Sooke, no other Vancouver Island school districts charge bus fees to families or are currently considering starting to charge fees for the 2026/27 year.

#### Historical Context - Bus Fees in Saanich

Before the 2016/17 fiscal year, we charged bus transportation fees in Saanich School District as follows:

- \$300 per year for 1<sup>st</sup> and 2<sup>nd</sup> child in a family.
- \$150 per year for the 3<sup>rd</sup> and 4<sup>th</sup> child in a family.
- Maximum per family \$900 per year.

In the 2024/25 school year, the Saanich School District started charging a \$25 bus registration fee (with \$100 fee for late registration) to offset the cost of technology to help better manage our bussing system.

#### **Considerations in Setting a Fee Structure**

Below are some considerations when determining transportation fees:

Historical Fees: Historically, our transportation fees were set at:

- \$300 per year for 1<sup>st</sup> and 2<sup>nd</sup> child in a family
- \$150 per year for the 3<sup>rd</sup> and 4<sup>th</sup> child in a family
- Maximum per family \$900 per year

Inflationary Cost Impact: It has been ten years since fees were last collected, during which time unfunded inflationary pressures of \$472,000 have accumulated.

Comparison to the public transit system: For context, a BC Transit youth bus pass is currently priced at \$45/month or \$450 for the typical school year).

Comparison to neighboring districts: Nearby Sooke School District charges bus fees of:

- \$300 per year for 1<sup>st</sup> and 2<sup>nd</sup> child in a family (with a potential increase to \$355 for 2026/27 school year)
- Maximum per family of \$750 per year

Fee differentiation by rider type: Some districts vary transportation fees for courtesy riders. We do not believe this approach would align with our culture and the spirit of our policy, which encourages use by courtesy riders where capacity exists.

### Proposed Fees Structure

Reflecting the considerations above, we propose the following fee structure for consideration:

- \$400 per year for 1<sup>st</sup> and 2<sup>nd</sup> child in a family
- \$200 per year for the 3<sup>rd</sup> child in a family
- Maximum per family \$1,000 per year

These fees would be inclusive of the existing registration fee but would not include the \$100 late registration fee. First Nations students living on reserve are exempt from bus fees consistent with our agreement to receive British Columbia Tripartite Education Agreement funding. We estimate that the resulting fee revenues would not exceed the estimated unfunded inflationary cost pressure of \$472,000 and would be approximately \$435,000.

Revenue estimates carry a high degree of uncertainty due to several underlying assumptions. Below are the key assumptions

- We have assumed a 20% reduction in ridership with this change, in part due to the high number of ghost riders (who are more likely not to register if a more substantive fee is in place). Some current bus riding families will elect to:
  - Drive their kids to/from school or
  - Purchase a BC Transit youth bus pass (\$45 monthly cost), which could be used for all of the student's transportation (provided the family lives in an area well served by public transit) instead of using our bussing system.
- Fee waivers granted for financial hardship will reduce net revenue available to support the budget. At this time, the District lacks sufficient data to accurately estimate the number of families who will require bus transportation but may be unable to pay the associated fees but we have estimated 20%. [Administrative Procedure 506 \(Financial Hardship\)](#) would apply to transportation fees, and may require amendments to align with procedures for the collection of transportation fees.
- Family size – This year, our family size was approximately 49% 1 child families, 44% 2 child families, 7% 3 child families and 1% 4 or more child families. It is difficult to estimate what the family size of bus riders will be next year. It may vary from this year's data used to generate revenue projections.
- Payment processing fees are estimated at 5% of revenue.

Note regarding payment processing fees: The Saanich School District does not separately highlight payment processing fees within any of our revenue streams. Credit card transactions incur processing costs of approximately 4–5% of gross revenue; however, we view these expenses as a standard cost of doing business.

While cash or cheque payments do not carry direct banking fees, they require significantly more staff time to process and carry an increased risk of loss or fraud. For these reasons, we encourage and prefer online credit card payments as the most efficient, secure, and reliable method for revenue collection.

### **Payment methods and Refunds**

For the convenience of all families, we are able to offer the following payment methods:

- Payment by cash, cheque, debit or credit card in person at the school board office.
- Payment online by credit card or Visa debit Mastercard debit.

We can offer a monthly payment plan with payment online on a credit card. We are unable to offer payment by preauthorized bank debit.

A refund procedure would need to be developed. Refunds should reflect services used prior to the refund request, the cost of refund administration and payment processing fees.

### **Next Steps**

We ask that the Budget Advisory Committee provide guidance on the following:

- Considerations regarding the development of a final recommendation for the Finance, Facilities and Technology Committee in March.
- Further consultation steps that should be considered prior to the development of a final recommendation in March.

During the past two years, the implementation of bus fees has been presented as a potential option to fund inflationary pressures. In both 2025 and 2024, it was the only budget “reduction” option that received some support with many respondents noting that bus fees should be implemented or that the implementation of bus fees was preferable to making service reductions.

With Respect,

Megan Cimaglia  
Director of Finance

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To: Finance, Facilities & Technology Committee

Prepared By: Jason Reid  
Secretary Treasurer

Subject Urban Rec Claremont Proposal

Date: February 25, 2026

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### **Purpose and Background**

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

On January 14, 2026, the Board carried the following motion:

*“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.”*

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.

An overview of the project feasibility work and community consultation is included in the briefing note attached to the Finance, Facilities and Technology Committee Report to the January 14, 2026 Board Meeting.

### **Final Approval and Next Steps**

The construction agreement with Urban Rec (attachment 1) and the operating agreement with Urban Rec (attachment 2) have now been amended to reflect the license agreement between the Board of Education and the District of Saanich (attachment 3)

Following execution of the agreements, the Urban Rec Society plans to complete construction of the courts in the springtime. As the courts are located at the back of the property, construction can occur while school is in session with the construction area separated using fencing.

Staff Recommendation

That the Board approve finalization and execution of the capital and operating agreements with the Urban Rec Society and the license agreement with the District of Saanich.

With Respect,

A handwritten signature in blue ink, appearing to read "Jason Reid".

Jason Reid  
Secretary Treasurer

JR/klg

Attachment: 1 – Construction Agreement with the Urban Rec Society  
2 – Operating Agreement with the Urban Rec Society  
3 – License Agreement with the District of Saanich

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

This “**Agreement**” dated for reference February [◆], 2026 (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 “**Board Land**”)
- B. The Corporation of the District of Saanich (“**Saanich**”) is the owner of Lot 1, Section 43, Lake District, Plan 19074, PID 003-694-020, which land has been set aside as a public park and recreation area. Saanich and the Board have entered into a Licence Agreement in the form attached hereto as Schedule B (the “**License Agreement**”), whereby Saanich has agreed to grant the Board the right to use and occupy a portion of this land designated as the “**Licence Area**”.
- C. For the purpose of this agreement, the “**Lands**” is comprised of the Board Land and the Licence Area.
- C. Urban Rec acknowledges receipt of the Licence Agreement in the form attached hereto as Schedule B (the “**License Agreement**”) and agrees to be bound by and comply with the Licence Agreement to the extent applicable to the construction and installation of the Volleyball Court Improvements. Where conflict exists between this agreement and the Licence Agreement, the Licence Agreement prevails.
- D. 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

- F. 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, drainage, 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 not 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) August 14<sup>th</sup>, 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 and the associated Licence 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 sub-paragraph (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:

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Secretary Treasurer

**URBAN REC SOCIETY,**  
by its authorized signatories:

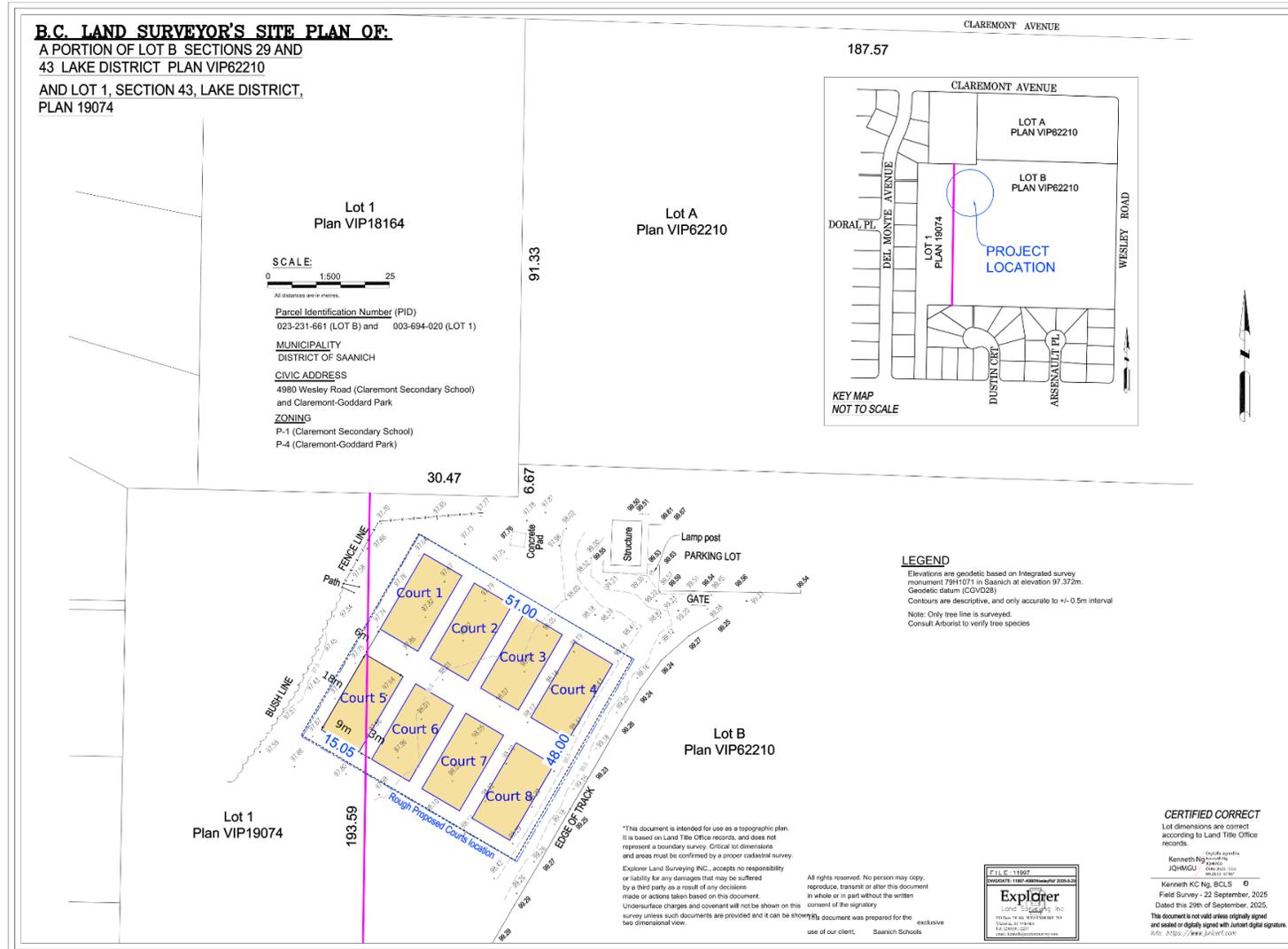
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Name:  
Title:

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Name:  
Title:

## SCHEDULE A Sketch Plan - Construction Licence Area



**Schedule B**

**Licence Agreement between the Board and the District of Saanich**

**CLAREMONT SECONDARY SCHOOL  
BEACH VOLLEYBALL COURT USE AND OPERATING  
AGREEMENT AND LICENSE**

This “**Agreement**” dated for reference February [◆], 2026 (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 “**Board Land**”) upon which is located a building (the “**Building**”) at which the Board operates Claremont Secondary School (the “**School**”);
- B. The Corporation of the District of Saanich (“**Saanich**”) is the owner of Lot 1, Section 43, Lake District, Plan 19074, PID 003-694-020, which land has been set aside as a public park and recreation area. Saanich and the Board have entered into a Licence Agreement in the form attached hereto as Schedule B (the “**License Agreement**”), whereby Saanich has agreed to grant the Board the right to use and occupy a portion of this land designated as the “**Licence Area**”.
- C. For the purpose of this agreement, the “**Lands**” is comprised of the Board Land and the Licence Area.
- D. Urban Rec acknowledges receipt of the Licence Agreement in the form attached hereto as Schedule B (the “**License Agreement**”) and agrees to be bound by and comply with the Licence Agreement to the extent applicable to Urban Rec’s use, maintenance and operation of the Volleyball Court Improvements. Where conflict exists between this agreement and the License Agreement, the Licence Agreement prevails.
- E. 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

- F. 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 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 1<sup>st</sup> 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 1<sup>st</sup> 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, 2027 and expires on March 31, 2032 (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. Neither Party shall be entitled to any compensation as a result of any termination under this section **Error! Reference source not found.**, provided that such termination shall not

relieve Urban Rec of its obligations under section 14(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 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 13, 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 0, 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, 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 **Error! Reference source not found.**, 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.
  - (c) Urban Rec acknowledges that pursuant to Section 5(c) of the License Agreement; If any part of the Licence Area is damaged due to negligence or misuse by the Licensee, its employees, invitees, or others under the Licensee's control, or due to a breach of this Licence by the Licensee, the District may repair or replace the damage. The Licensee must reimburse the District promptly upon demand for the actual cost of repairs or replacements, plus an additional administrative fee of 15% of the repair or replacement cost.
11. **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.
12. **Lighting** – Urban Rec acknowledges and agrees that lighting will not be used for the Volleyball Court Improvements.
13. **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.
14. **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 three (3) months 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) months 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
15. **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 and the associated Licence Agreement.
16. 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.
17. **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.
18. **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.

19. **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.
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 are and will continue to be fixtures forming part of the Lands, and are and will be legally owned by the Board.
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. 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.
24. **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 24(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

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:

(a) To Urban Rec:

Attention: President

**Urban Rec Society**

625 East 16th Avenue,  
Vancouver, BC V5T 2V3

(b) 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 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.
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 Urban Rec does not have the authority to commit the Board to the payment of any money.

**[SIGNATURE PAGE FOLLOWS]**

DRAFT

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:

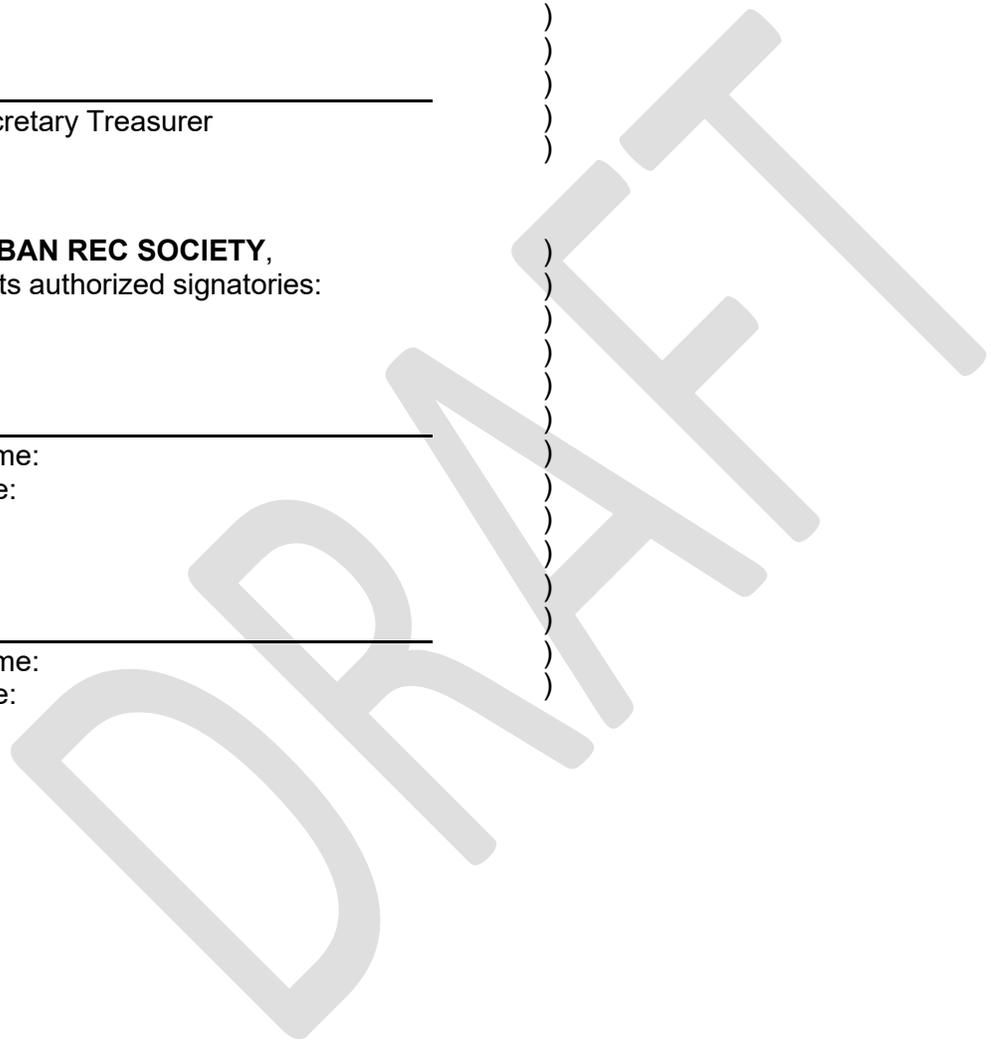
**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63  
(SAANICH),**  
by its authorized signatory:

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

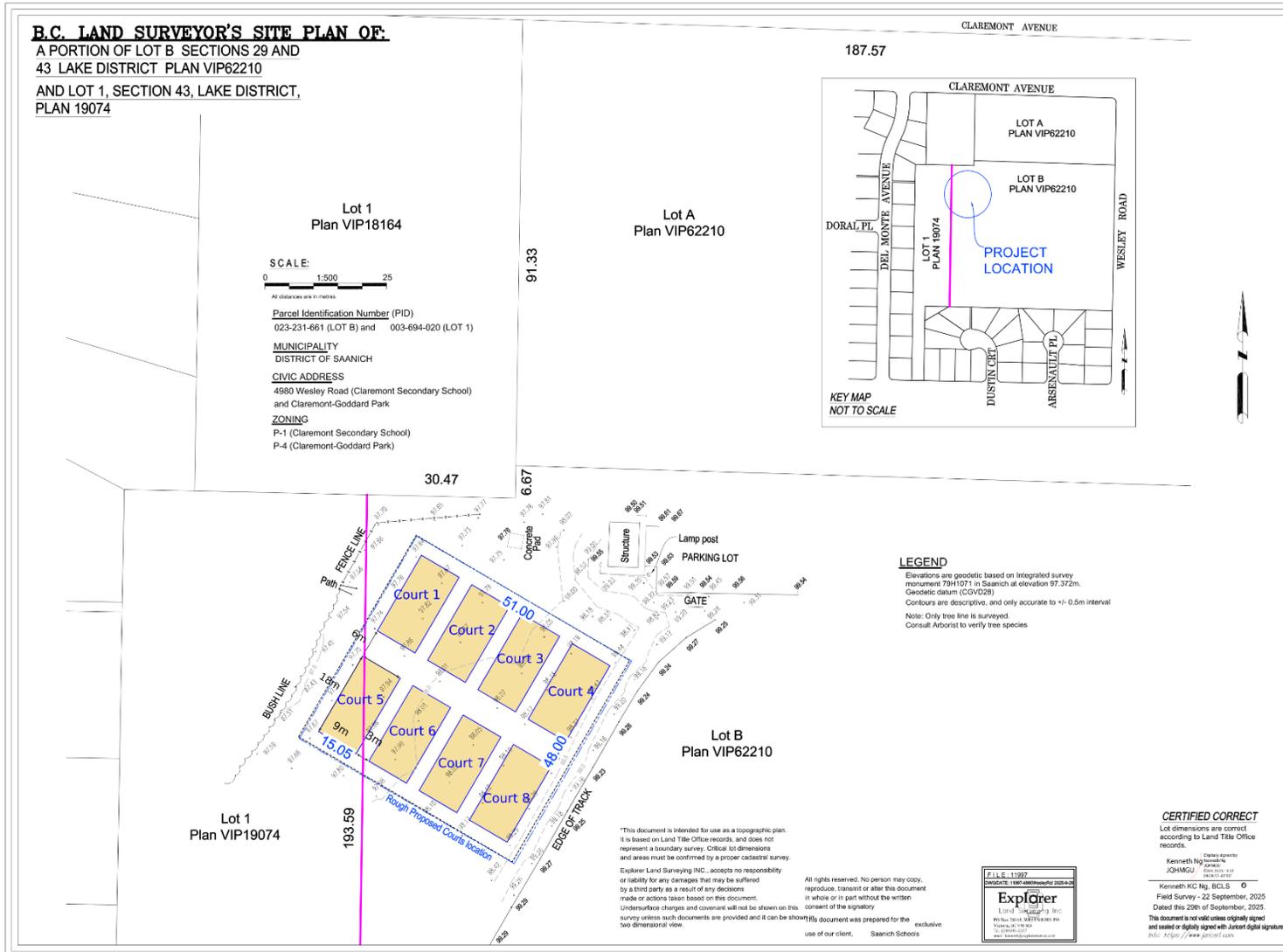
**URBAN REC SOCIETY,**  
by its authorized signatories:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:



### SCHEDULE A Sketch Plan – Site



**Schedule B**  
**Licence Agreement between the Board and the District of Saanich**

DRAFT

**LICENCE OF USE**

**THIS LICENCE** made the \_\_\_ day of \_\_\_\_\_ 2026.

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF SAANICH**  
770 Vernon Avenue  
Victoria, British Columbia, V8X 2W7  
(the "**District**")

OF THE FIRST PART

AND:

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 63 (SAANICH)**  
2125 Keating Cross Road  
Saanichton, BC, Canada V8M 2A5  
(the "**Licensee**")

OF THE SECOND PART

**WHEREAS:**

A. The District is the registered owner of the land known as Claremont-Goddard Park, situated in the District of Saanich, Province of British Columbia, located at 764 Haliburton Rd and legally described as:

Lot 1, Section 43, Lake District, Plan 19074, PID 003-694-020, which land has been set aside as a public park and recreation area.

(the "**Lands**")

B. The District has agreed to grant to the Licensee the right to use and occupy that portion of the Lands as shown on the sketch plan in Schedule "A" attached hereto (the "**Licence Area**"), to be used in accordance with the terms and conditions set out in this Licence agreement (the "**Licence**").

**NOW THEREFORE THIS LICENCE WITNESSES THAT** in consideration of the fees and covenants and mutual agreements hereinafter set forth, the parties hereto covenant and agree as follows:

**1) DEFINITIONS**

- a) **Commencement Date** means March 1, 2026.
- b) **Fees** means the Basic Licence Fee and Additional Licence Fee as set out in section 4.
- c) **Licence Area** means that area identified in blue outline in Schedule "A."
- d) **Permitted Use** means planning, constructing, maintaining, and operating beach volleyball courts, together with activities reasonably incidental to that purpose.
- e) **Term** means the term as set out in section 3.a) and any renewal term thereof.

## 2) **RIGHT TO OCCUPY**

### a) **Licence of Use**

The District grants the Licensee a non-exclusive Licence to use and occupy the Licence Area for the Permitted Use, subject to the Licensee fulfilling the terms, conditions, and covenants outlined in this Licence.

Nothing in this Licence shall constitute a warranty or guarantee by the District as to the availability, suitability or condition of the Licence Area.

### b) **Conduct in Using of Licence Area**

The Licensee will comply with all policies of the District applicable to their use of the Licence Area. Without limiting the generality of the above, the Licensee will conduct themselves to the standard and in compliance with the District's Conduct Terms of Use as may be amended or replaced from time to time, a copy of which is attached to this Agreement as Schedule "B".

### c) **District Reservation of Rights Relating to the Licence Area**

The District hereby reserves to itself from the grant and the covenants made by it to Licensee under 2)a) above, the right for the District, its agents, employees, contractors and subcontractors to have full and complete access to the Licence Area to carry out operations associated with the District's use of the Licence Area.

### d) **Public Use**

The Licensee agrees that the area shown on Schedule "A" including the Licence Area and the area on the Licensee's lands will include beach volleyball courts and such beach volleyball courts will remain open and available for the public use when not in use by the Licensee for the purposes of the Permitted Use.

## 3) **TERM**

### a) **Term**

The Term of this Licence is for five (5) years and shall commence on the Commencement Date.

### b) **Renewal Term**

- i. No later than nine (9) months prior to the expiration of the original Term, the Licensee may request in writing to be granted a renewal Term of the Licence Area for a renewal term of five (5) years, commencing on the expiration of the original term.
- ii. Not later than six (6) months prior to the expiration of the original Term, the District shall in good faith consider the Licensee's request to be granted a Renewal Term under subsection 3.(b)(i), it being understood that the District maintain sole discretion to approve or deny the request for a renewal Licence.

## Attachment 3

- iii. No later than nine (9) months prior to the expiration of the first renewal Term, the Licensee may request in writing to be granted one additional renewal Term of the Licence Area for a further term of five (5) years, commencing on the expiration of the first renewal term.
- iv. Not later than six (6) months prior to the expiration of the first renewal Term, the District shall in good faith consider the Licensee's request to be granted a further renewal Term under subsection 3.(b)(iii), it being understood that the District maintain sole discretion to approve or deny the request for a renewal Licence.
- v. Any renewal term will operate on the same terms and conditions as set out herein except with respect to renewal, the Licence Fee, or any other fee payable under this Licence.

### 4) **LICENCE FEE**

#### a) **Licence Fee**

The Licensee shall pay an annual licence fee of \$1.00, with the entire amount (\$5.00) payable on the day of the signing of this agreement, for the use of the Park as provided hereunder.

#### b) **Interest on Arrears**

When the Licence Fee is in arrears, such amounts will bear interest, including interest on overdue interest, at the rate of 12% per annum calculated monthly not in advance from the due date until paid, irrespective of whether the District demanded payment.

#### c) **Utilities**

The Licence Fee does not include utilities.

### 5) **MAINTENANCE, REPAIRS AND ALTERATIONS**

#### a) **Licensee's Maintenance and Repair Obligations**

The Licensee will be responsible to keep the Licence Area in good and clean repair, including minor maintenance and routine repairs of the Licence Area.

#### b) **District's Maintenance and Repair Obligations**

The District will not be responsible for maintenance and repair obligations to the Licence Area.

#### c) **Repairs at Licensee's Cost**

If any part of the Licence Area is damaged due to negligence or misuse by the Licensee, its employees, invitees, or others under the Licensee's control, or due to a breach of this Licence by the Licensee, the District may repair or replace the damage. The Licensee must reimburse the District promptly upon demand for the actual cost of repairs or replacements, plus an additional administrative fee of 15% of the repair or replacement cost.

d) **Alterations and Upgrades**

The Licensee shall not construct or place upon the Licence Area any new buildings, structures, improvements or make any alterations to the Licence Area without the District's written consent. The District is deemed to provide its consent to the installation of structures and improvements to support a tennis provided the Licensee complies with section 5)e).

e) **District Approval of Work**

Prior to the commencement of any work on the Licence Area, the Licensee will deliver to the District design drawings (including maintenance specifications), construction specifications (including materials and product specifications), contractor ingress/egress routes, safety plan, sediment and erosion control plans, storing of material and site restoration plan, and construction schedule of the proposed work all certified by a licensed engineer, architect or landscape architect as herein defined, with experience in work similar to the proposed work (the "**Project Plans**") for the District's approval, in writing, which approval the District agrees not to unreasonably withhold or delay. The Licensee agrees all work will be completed in accordance with the approved Project Plans and any changes to the Project Plans must be approved by the District, in writing.

a) **Builder's Liens**

The Licensee covenants and agrees with the District that it will indemnify the District from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any construction, repair, alteration, installation, addition, removal or restoration which the Licensee may make or cause to be made on, in or to the Licence Area or the Improvements located within the Licence Area.

**6) ASSIGNMENT AND TRANSFER**

The Licensee shall not assign or grant licences or other rights to occupy or use any part of the Licence Area or improvements, nor transfer its interest in this Licence, unless such assignment or grant of the Licence is for the Permitted Use only or the Licensee has secured the written consent in advance from the District. The District reserves a free and unrestricted right in granting its consent, to be exercised by the District in its discretion.

The Licensee agrees that any assignment or transfer of any interest in this Licence shall not release or relieve the Licensee from its obligations to perform all the terms, covenants and conditions that this Licence requires the Licensee to perform.

**7) TERMINATION OF LICENCE**

a) **Licensee and District Right to Termination**

The District or the Licensee may terminate this Agreement for any reason prior to expiration of the Term, by giving the other party three (3) months' notice of its intention to terminate this Agreement.

## Attachment 3

### b) **District Termination for Default**

In a case of breach or non-performance of the terms, covenants or conditions of this Licence by the Licensee, the District may, following failure of the Licensee to remedy the default upon 30 days' notice, terminate the Licence and re-enter and take possession of the Licence Area.

### c) **Peaceful Surrender**

The Licensee covenants and agrees with the District that it will, at the expiration or earlier termination of this Agreement, peaceably vacate and discontinue its use of the Licence Area.

### d) **Restore the Licence Area**

Immediately upon the expiry or earlier termination of this Agreement for any cause whatsoever, the Licensee will if required and requested by the District, at its own expense remove all the improvements and remediate and restore the Licence Area and any adjoining Lands affected by the improvements or the Licensee's use or occupation of the Licence Area to their original condition, to the satisfaction of the District or, where in the sole discretion of the District remediation or restoration is not possible, compensate the District for any un-remediated or un-restored damage or loss it suffers.

### e) **No Compensation**

The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the Licence or the loss of the Licensee's rights with respect to the Licence Area.

## 8) **INSURANCE**

At least seven days in advance of the Licensee's use of the Licence Area, the Licensee must provide proof of having comprehensive general liability insurance coverage of at least \$2,000,000 inclusive per occurrence, for bodily injury and property damage, under which the District is an additional insured. The coverage must include a waiver of all rights of subrogation or recourse against the District. Licensee shall provide the District with proof of evidence of renewal of the policies within seven days of the expiry dates, to ensure continuous coverage. This coverage satisfies the District's minimum insurance requirements, and the District does not warrant this insurance as adequate for the Licensee's needs. The Licensee is responsible for purchasing whatever other coverage they deem necessary.

**9) LIABILITY, INDEMNITY AND RELEASE**

**a) Limitation of Liability for Interruption**

The District will not be liable for any interruption of access to the Licence Area or of the beneficial use of the Licence Area or of any services or utilities when such interruption is caused by natural occurrences, riots, civil disturbances, insurrection, terrorism, war, court orders, government acts or orders, public enemy, accidents, epidemics, pandemics, or outbreaks of communicable disease, quarantines, national or regional emergencies, breakage, repairs, electrical voltage fluctuations, strikes, lockouts, other labour disputes, the making of inspections, repairs, alterations, renovations, or improvements to the Licence Area, the inability to obtain an adequate supply of fuel, gas, steam, water, electricity, labour, or other supplies or if required by insurers or if caused by any other condition beyond the District's reasonable control, or by delays in the performance of any work for which the District is responsible under this Licence, and the Licensee will not be entitled to any damages resulting from such failure.

**b) Indemnity**

The Licensee will indemnify and save harmless the District, its elected and appointed officials, officers, employees and agents (the "**Indemnified Parties**") from and against all lawsuits, damages, costs, expenses, fees or liability whatsoever which the Indemnified Parties or any of them may incur, suffer or allege by reason of:

- (i) the use of the Licence Area;
- (ii) the breach of this Licence; or
- (iii) negligent or willful misconduct,

by the Licensee, its servants, consultants, contractors, employees, members, guests, invitees, assignees or representatives.

**c) Release**

The Licensee hereby releases and forever discharges the Indemnified Parties from and against all lawsuits, damages, costs, expenses, fees or liability whatsoever which the Licensee can or may have against the Indemnified Parties by reason of:

- (i) the use of the Licence Area;
- (ii) the breach of this Licence; or
- (iii) negligent or willful misconduct,

by the Licensee, its servants, consultants, contractors, employees, members, guests, invitees or representatives unless caused by the gross negligence or willful misconduct of the District.

**d) Survival**

The provisions of this Section 9 will survive the termination of this Licence with respect to any damage, injury, illness, or death or other event occurring prior to such termination.

## 10) **ENVIRONMENTAL**

### a) **Definitions**

For the purpose of this Article 10.0:

- (i) **“Contaminants”** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“PCBs”), PCB-containing equipment or materials, radon, vermiculite, pesticides, defoliants, fungi, including mould and spores arising from fungi, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, and a combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws;
- (ii) **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice, and other lawful requirements of any government authority having jurisdiction over the Property and the District Lands now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity.

### b) **Environmental Obligations and Agreements**

The Licensee covenants and agrees as follows:

- (i) that the licence herein is granted on an "as is" basis, and the Licensee agrees that the District has not made any representations, warranties, covenants or agreements with respect to the condition of the Licence Area, the suitability of the Licence Area for the Licensee 's intended use or any use whatsoever, and in particular and without limiting the generality of the foregoing, as to the environmental condition of the Licence Area or the presence of absence of Contaminants within the Licence Area;
- (ii) not to use or permit to be used any part of the Licence Area for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants;
- (iii) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Licence Area;
- (iv) to promptly notify the District in writing of any release of a Contaminant or any other occurrence or condition within the Licence Area or any adjacent property that could contaminate the Licence Area or subject the District or the Licensee to any liability under Environmental Laws;

### Attachment 3

- (v) on the expiry or earlier termination of this Agreement, or at any time if requested by the District or required by any government authority under Environmental Laws, to remediate by removal any Contaminants and contamination in, on, at, or under the Licence Area or any adjacent property, in either case brought onto, used at, or released at or from the Licence Area by the Licensee or any person for whom it is in law responsible. The Licensee will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Licensee will provide to the District full information with respect to any remedial work performed under this subclause 5.2(e) and will comply with the District's requirements with respect to such work. The Licensee will use a qualified environmental consultant approved by the District to perform the remediation and will obtain the written agreement of the consultant to the District relying on its report. The Licensee will, at its own cost, obtain such approvals and certificates from the B.C. Ministry of Environment (the "Ministry") and other applicable government authorities in respect of the remediation as are required under Environmental Laws or by the District, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the District. All such Contaminants will remain the property of the Licensee, notwithstanding any rule of law or other provision of this Agreement to the contrary and notwithstanding the degree of their affixation to the Licence Area; and
- (vi) without limiting section 9.b), to indemnify the District and its elected and appointed officials, officers, employees, contractors, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses (including, without limitation, diminution in value), costs, orders, fines, penalties, and expenses whatsoever (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Licence Area and any adjacent property) arising from or in connection with:
1. any breach of or non-compliance with the provisions of this Article 10 by the Licensee; or
  2. any release of any Contaminants at or from the Licence Area related to or as a result of the use and occupation of the Licence Area or any act or omission of the Licensee or any person for whom it is in law responsible;

and this indemnity shall survive the expiry or earlier termination of this Agreement.

**11) NOTICE**

All notices under any clause, covenant, term, or condition of this Licence required to be given, may be given to the Licensee by mailing the same in a postage prepaid registered letter or by email addressed to the Licensee as follows:

**SECRETARY-TREASURER**  
**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 63 (SAANICH)**  
2125 Keating Cross Road  
Saanichton, BC, Canada V8M 2A5  
[jreid@saanichschools.ca](mailto:jreid@saanichschools.ca)

and any notice may be given to the District by mailing a registered letter or by email addressed as follows:

**DIRECTOR OF PARKS, RECREATION AND COMMUNITY SERVICES**  
**THE CORPORATION OF THE DISTRICT OF SAANICH**  
770 Vernon Avenue, Victoria, BC. V8X 2W7  
Attention: PARKS, RECREATION AND COMMUNITY SERVICES  
[suzanne.samborski@saanich.ca](mailto:suzanne.samborski@saanich.ca)

**12) WAIVER**

No waiver of a breach of any of the covenants of this Licence shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

**13) MISCELLANEOUS**

a) **Bylaws**

This Agreement is subordinate and subject to any bylaw of the District enacted from time to time.

b) **No Partnership**

The District does not in any way or for any purpose become a partner of, or joint venture or a member of a joint enterprise with the Licensee. No provision of this Licence is intended to create a relationship between the parties other than that of District and Licensee.

c) **No Offer**

Simply providing a copy of this Licence does not constitute an offer by the District to the Licensee. No contractual or other rights will be established between the District and the Licensee until all parties involved have executed and officially delivered the Licence document.

d) **Force Majeure**

Despite anything contained in this Licence to the contrary, if the District or the Licensee is, in good faith, delayed or prevented from doing anything required by this Licence because of a strike, labour trouble, inability to obtain materials or services, power failure, restrictive government laws, orders, decrees, or regulations, riots, insurrection, sabotage, rebellion, war, act of God, terrorism, epidemics, pandemics, or outbreaks of communicable disease, quarantines, national or regional emergencies, or any other similar reason that is not the fault of the Party delayed, the doing of the thing is excused for the period of the delay and the Party delayed will do what was delayed or prevented within the appropriate period after the delay to the extent possible. The preceding sentence does not excuse the Licensee from payment of Fees or the District from payment of amounts that it is required to pay, in the amounts and at the times specified in this Licence.

d) **Survival of Covenants**

All obligations of the Licensee which by their nature require all or part of their performance or fulfilment after the expiry or termination of the Licence will (whether specifically provided for in this Licence or not) survive the expiry or termination of the Licence.

e) **Interpretation**

Wherever the singular, masculine or neuter is used in this Licence, that term shall be deemed to include the plural or the feminine or body politic or corporate and the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto and each of them where the context or the parties so require.

f) **Successors**

This Licence shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

g) **Time of Essence**

Time is of the essence in this Licence.

h) **Severance**

If any provision of this Licence or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Licence or its application will not be affected.

i) **No Modification**

No representation, understanding, or agreement has been made or relied upon except as expressly set out in this Licence. This Licence may only be modified in writing signed by each party against whom the modification is enforceable.

j) **Schedules**

The Parties acknowledge and agree that all Schedules attached and any further Schedule(s) agreed to by the Parties will form part of and be incorporated in this Licence.

## Attachment 3

### k) **Entire Agreement**

This Licence contains all the representations, warranties, covenants, agreements, conditions, and understandings between the District and the Licensee concerning the Licence Area or the subject matter of this Licence.

### l) **Governing Law**

This Licence will be interpreted under and is governed by the Laws of the Province of British Columbia.

### m) **Counterparts**

This Licence may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. Further, the parties agree that this Licence may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid, and effective to bind the party so signing, as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Licence shall be treated, for the purposes of validity, enforceability, and admissibility, the same as hand-written signatures.

Signature Page to follow.

Attachment 3

**IN WITNESS WHEREOF** the parties hereto have set their hands as of the day and year first above written.

**THE CORPORATION OF THE DISTRICT  
OF SAANICH** by its authorized signatory:

---

Print Name: Suzanne Samborski  
Title: Director of Parks Recreation and Community Services

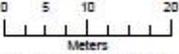
**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 63 (SAANICH)**  
by its authorized signatory:

---

Print Name: Jason Reid  
Title: Secretary-Treasurer

**SCHEDULE "A"- Licence Area**



 <b>PARKS, RECREATION &amp; COMMUNITY SERVICES</b>	<b>Claremont-Goddard Park License Area</b>		 Scale: 1:750  <small>This map is for general information purposes and should not be considered authoritative for any purpose. Accuracy, currency and precision are not guaranteed.</small>
	 License Area	 Proposed Court Area	

**SCHEDULE "B" - Conduct of Use**

In using the Licence Area, the Licensee will:

- a) conduct its business in and use the whole of the Licence Area continuously throughout the Term in an up-to-date, first-class and reputable manner.
- b) not to commit or suffer any willful or voluntary waste, spoil or destruction on the Licence Area or do or suffer to be done thereon anything that may be or become a nuisance or annoyance that may disturb the peace and quiet of the neighborhood or to the owners or occupiers of adjoining premises or land.
- c) At the request of the District, immediately discontinue any practice or conduct by the Licensee that, in the opinion of the District, may harm the business or reputation of the District or reflect unfavorably on the District or that may confuse, mislead, or deceive the public.
- d) will operate the Licence Area in a good, efficient, and business-like manner, and will keep the Licence Area neat, clean and sanitary.
- e) not allow another person except its agents, employees, or invitees to occupy all or part of the Licence Area.
- f) ensure that all persons using the Licence Area do so in an orderly manner and do not breach any law or lessen the enjoyment of any other persons using the Lands.
- g) comply with all laws, ordinances, public health orders, rules and regulations of government authorities concerning or related to the Licence Area, including, without limitation, those dealing with any hazardous substance, and the construction, repair, maintenance, operation, use and occupancy of the Licence Area. If the Licensee contests the validity or applicability of such laws, bylaws, orders, directions ordinances or regulations, the Licensee shall indemnify and save harmless the District from all loss, damage, cost and expense suffered by the District by reason of the Licensee contesting their validity and shall furnish the District with such security as may be required by the District.
- h) refrain and cause all those under its control to refrain from any business or activity that, in the District's opinion, is in breach of the provisions of any of the licences or agreements of any other Licensees or occupants of the Lands or any part of it, or is or may constitute a nuisance to any employee, agent, occupier or invitee using the Licence Area.
- i) procure any licences and permits required for any use made of the Licence Area by the Licensee.
- j) not post any signage without the consent of the District.
- k) provide the District with any information that the District may require, in order for the District to satisfy itself that the Licensee is in compliance with all provisions of this Licence.