

SCHOOL DISTRICT 63 (SAANICH)

FINANCE, FACILITIES & TECHNOLOGY COMMITTEE

Report to the Board of April 24, 2024

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: Don Peterson, STA - regrets
Candice Whitney, CUPE
David Mark, SAA
COPACS - regrets

Other Attendees: Chair Dunford, Vice Chair Silzer, Trustee Vandall & Trustee VanWell

Committee Meeting

Tuesday, April 16, 2024

A. PRESENTATIONS AND QUESTIONS

No Items.

B. ITEMS DISCUSSED

Risk Report

C. ITEMS FOR RECOMMENDATION

1. 2024/25 Capital Plan Bylaw
The Committee recommends that the Board adopt the 2024/25 Capital Plan Bylaw as attached.

Motions:

- i) The Committee recommends and I, Trustee Elder move,
That the Board approve the first reading of Capital Plan Bylaw No. 2024/25-CPSD6301.
- ii) The Committee recommends and I, Trustee Elder move,
That the Board approve the second reading of Capital Plan Bylaw No. 2024/25-CPSD6301.
- iii) The Committee recommends and I, Trustee Elder move,
That the Board approve the reading of the Capital Plan Bylaw No. 2024/25-CPSD6301 at this Board meeting for a third time.

- iv) The Committee recommends and I, Trustee Elder move,
That the Board approve the third reading, pass and adopt Capital Project Bylaw No. 2024/15-
CPSD6301.

2. 2024/25 Annual Facilities Grant Plan

Motion:

The Committee recommends and I, Trustee Elder move,
That the Board approve the 2024/25 Annual Facility Grant Plan as presented.

3. Usage Agreements

Motion:

The Committee recommends and I, Trustee Elder move,
That the Board approve signing of the attached agreement for Parkland Secondary.

Motion:

The Committee recommends and I, Trustee Elder move,
That the Board approve signing of the attached agreement for Stelly's Secondary.

4. SISP 2025/26 Homestay Fees

Motion:

The Committee recommends and I, Trustee Elder move,
That the Board approve increasing the monthly homestay fee from \$1,200 per student per month to
\$1,350 per student per month, effective for the 2025/26 school year.

5. Digital Service Transformation Funding

Motion:

The Committee recommends and I, Trustee Elder move,
That the Board approve the allocation of \$200,000 to increase the contingency reserve from \$2,300,838
to \$2,500,838.

D. ITEMS FOR INFORMATION

- 1. 2023/24 Student and Family Affordability Fund
- 2. Fiscal Forecast
- 3. Report from Budget Advisory Committee

E. FUTURE AGENDA ITEMS

No Items.

To: Finance, Facilities & Technology Committee

Prepared By: Jason Reid
Secretary Treasurer

Subject: Capital Bylaw No. 2024/25 – CPSD63-01

Date: April 9, 2024

The Board approved the 2024/25 capital plan submission (see attachment 1) at the June 14, 2023 Board meeting. The Ministry response to the 2024/25 capital plan submission was received on March 15, 2024 (see attachment 3), and the related annual programs agreement is included as attachment 4.

The capital plan response letter for 2024/25 confirms funding for:

- Parkland Secondary Roofing - \$500,000
- Stelly's Secondary HVAC - \$1,600,000
- Deep Cove Playground - \$195,000

Upon receipt of the Capital Plan Response letter from the Ministry, the Board must adopt a single capital bylaw, in accordance with section 143 (1) of the School Act. The draft capital plan bylaw is included as attachment 2.

Staff Recommendation

That the Committee recommends the Board's adoption of the attached bylaw at the April 17, 2024 Board meeting.

With respect,



Jason Reid
Secretary Treasurer

Attachments: Attachment 1 – Briefing Note – 2024/25 Capital Plan Submission
Attachment 2 – Capital Bylaw No. 2024/25 – CPSD63-01
Attachment 3 - Ministry Capital Plan Response Letter for 2024/25
Attachment 4 – Annual Programs Funding Agreement

Attachment 1



SCHOOL DISTRICT 63 (SAANICH)

2125 Keating Cross Road, Saanichton, BC Canada V8M 2A5
 Phone: (250) 652-7300 Fax: (250) 652-6421 saanichschools.ca

BRIEFING NOTE

To: Finance, Facilities & Technology Committee

Prepared By: Rob Lumb
 Director of Facilities

Subject: 2024/25 Five Year Capital Plan Submission

Date: May 30, 2023

Purpose

The purpose of this briefing note is to provide information relevant for the committee’s review and subsequent approval by the Board of the Capital Plan Submission for 2024/2025. If these projects are approved by the Ministry, funding will be announced in March of 2024.

Our submission deadline is June 30, 2023 for Major Capital projects (Addition, Seismic, Building Envelope and Demolition). The submission deadline for minor capital projects (School Enhancement, Carbon Neutral, Playgrounds and Bus Replacement) is September 30, 2023. Included in the plan are some carry forward projects that appeared in the submission last year as well as the addition of some newer projects more recently identified.

A summary table of the proposed 2024/25 Capital Plan Submission with further explanation is below:

Addition Program		
Cordova Bay Elementary	\$7,000,000	Addition of a four Class Classroom expansion
Seismic Mitigation Program (SMP)		
Sidney Elementary	\$40,000,000	Previously submitted project. Risk Assessment is an H1 (P2 and P4)
Brentwood Elementary	\$700,000	Previously submitted project. Risk Assessment is an H1 (P2)
Building Envelope Program (BEP)		
Bayside Middle School	\$6,909,999	Result of Building Envelope Condition Assessment - 2009
Brentwood Elementary	\$731,000	Result of Building Envelope Condition Assessment - 2009
Prospect Lake Elementary	\$670,000	Result of Building Envelope Condition Assessment - 2009
School Enhancement Program (SEP)		
Stelly's Heating Plant	\$1,000,000	Phase 1 of heating system replacement
Roofing	\$500,000	Parkland
Accessible Lift Replacements	\$100,000	Parkland
Carbon Neutral Capital Program (CNCP)		
Stelly's Heating Plant	\$500,000	Phase 1 of heating system replacement
Playground Equipment Program (PEP)		
Deep Cove Elementary	N/A	Universally accessible playground equipment
Sidney Elementary	N/A	Universally accessible playground equipment
Bus Replacement (BUS)		
Bus Replacement dictated by Age and Mileage. No Buses meet this criteria for this submission. We do expect 2 buses to meet Criteria in the 2025/2026 Budget submission		
School Food Infrastructure Program (FIP)		
Parkland, Stelly's, and Claremont	Up to \$100,000	* Waiting on pricing and items from the schools
Demolition Program		
Sansbury	\$250,000	Demolition of gym and covered area

Attachment 1

Additions

The Cordova Bay addition is being resubmitted as it has not yet been approved.

The implementation of new catchment boundaries in 2021/22 is shifting future enrolment from Prospect Lake to Brentwood, Lochside and Cordova Bay. Cordova Bay is most impacted in terms of future enrolment, as Lochside will have less capacity in the future to accept out-of-catchment requests from Cordova Bay. As a result, the implemented boundary change reflects the need for a two classroom addition at Cordova Bay to accommodate future enrolment. Further information on the rationale for this project is found in the Long Range Facilities Plan.

The catchment boundary study did not reflect the impact of additional housing from potential densification of land use as indicated in the draft Cordova Bay Local Area Plan. Therefore, it is prudent to plan for a four classroom addition as we continue to monitor the implementation of the local area plan.

SMP Projects

Both Sidney and Brentwood SMP projects are being resubmitted.

Revised building codes have identified Sidney and Brentwood as H1 risk which resulted in their submissions. Further classification from Ministry has added an additional layer of rating. This rating system is attached to the briefing note. Sidney has two blocks that are H1 – P2 and 2 blocks that are H1 – P4. Brentwood has one block that is rated H1 – P2.

Note that both Sidney and Brentwood were submitted last year as seismic upgrades, as the H1 rating drives the rationale for approval.

The submission for Sidney of \$40M represents a full replacement of the school, which is the preference of the District. If this option is not available for funding from the Ministry, there is an alternative plan that will be submitted that would have Sidney renovated instead of replaced (\$13M). This would not be the desirable option as it would involve a temporary relocation to portables on site while the renos would be completed.

BEP Projects

Bayside is being submitted again for a major building envelope project to repair the sustained damage from the lengthy roof leak. Note we have conducted thorough air quality tests at the school and there are no concerns regarding air quality. Brentwood and Prospect Lake have also been included in the submission. This is under instruction from the Ministry as they continue to fund related projects across the province based on studies completed in 2009 related to the leaky condo issues in British Columbia.

SEP Projects

Stelly's Secondary is our districts largest consumer of energy and our largest emitter of carbon. In light of our Energy Sustainability Plan, we will be focusing on electrification of the heating plant over the next four to five years starting with phase one. The total cost to upgrade Stelly's to an electric heat pump will be approximately \$6M.

Attachment 1

Roofing continues to be a focus in replacement schedules, thus the allocation of another \$500K for Parkland School. We received approval of \$500K in the submission last year. Replacement of the entire Parkland roof is a lengthy process that will see subsequent years of roof submissions as it consists of over 100,000 sq. ft of roofing that is now at its life expectancy. Total estimated cost to replace all of the Parkland roof is \$4 million which we will do over the span of multiple years.

Parkland has multiple lifts inside the school to accommodate accessibility through the building. This submission represents three lifts in need of replacement.

Carbon Neutral Capital Program

The proposed heating plant at Stelly's will include an air sourced heat pump. This will allow us to greatly reduce greenhouse gas emissions from the site by moving the main source of heat from natural gas to electricity. This submission is in conjunction with the SEP submission above for Stelly's.

PEP Projects

PEP projects are used to replace older, failing playgrounds. Our grounds department conduct regular inspections and identify the playgrounds in need of replacement. While Sidney Elementary received a replacement playground in the 2019/2020 capital year the other playground at the school is in poor shape and is currently the #2 priority for the district replacement.

Deep Cove and Sidney remain our two highest priorities for playground replacement and are being resubmitted this year. We did not receive any approvals in our submission last year. Typically, we have seen approvals for PEP projects every 2 years, so we anticipate that at least one of these playgrounds will be approved.

Bus Projects

Bus replacement is dictated by age and mileage. This year none of our buses qualify for replacement. We expect two more buses to be approved for replacement in the submission next year. Our plan is for all future bus replacements to be electric models, funding permitting.

Food Infrastructure Program (FIP)

The Capital Management Branch School Food Infrastructure Program (FIP) is a new annual program intended to assist Boards with creating, improving, or expanding infrastructure to feed students across all communities in British Columbia. The FIP is directly tied to government's broader Feeding Futures program, which is a commitment to ensure students are properly fed for learning to enhance positive academic and healthy outcomes for students.

Attachment 1

After consultation with student services, it was decided that we would apply for new equipment for our three Secondary Schools to replace aging equipment as required by the program.

Demolition Program

Sansbury is being re submitted as we were not successful in obtaining approvals last year. This submission is to demolish the gymnasium and covered area at Sansbury, as these components are at end of life and were not included in the renewed lease with Allegro Dance.

Recommendation:

That the Board approve the Capital Plan submission for the 2024/2025 school year.

Thank you,

A handwritten signature in black ink, appearing to read "Rob Lumb", written in a cursive style.

Rob Lumb
Director of Facilities

Attachment 2

**CAPITAL BYLAW NO. 2024/25 – CPSD63-01
CAPITAL PLAN 2024/25**

WHEREAS in accordance with section 142 of the School Act, the Board of Education of School District No. 63 (Saanich) (hereinafter called the “Board”) has submitted a capital plan to the Minister of Education (hereinafter called the "Minister") and the Minister has approved the capital plan or has approved a capital plan with modifications,

NOW THEREFORE in accordance with section 143 of the *School Act*, the Board has prepared this Capital Bylaw and agrees to do the following:

- (a) Authorize the Secretary-Treasurer to execute a capital project funding agreement(s) related to the capital project(s) contemplated by the capital plan or the capital plan with modifications;
- (b) Upon ministerial approval to proceed, commence the capital project(s) and proceed diligently and use its best efforts to complete each capital project substantially as directed by the Minister;
- (c) Observe and comply with any order, regulation, or policy of the Minister as may be applicable to the Board or the capital project(s); and,
- (d) Maintain proper books of account, and other information and documents with respect to the affairs of the capital project(s), as may be prescribed by the Minister.

NOW THEREFORE the Board enacts as follows:

- 1. The Capital Bylaw of the Board for the 2024/25 Capital Plan as approved by the Minister, to include the supported capital projects specified in the letter addressed to the Secretary-Treasurer and Superintendent, dated March 15, 2024, is hereby adopted.
- 2. This Capital Bylaw may be cited as School District No. 63 (Saanich) Capital Bylaw No. 2024/25 – CPSD63-01.

READ A FIRST TIME THE 17th DAY OF April 2024;
READ A SECOND TIME THE 17th DAY OF April 2024;
READ A THIRD TIME, PASSED THE 17th DAY OF April 2024.

APPLY CORPORATE SEAL

Board Chair

Secretary-Treasurer

I HEREBY CERTIFY this to be a true and original School District No. 63 (Saanich) Capital Bylaw No. 2024/25 – CPSD63-01 adopted by the Board the 17th day of April 2024.

Secretary-Treasurer



March 15, 2024

Ref: 297326

To: Secretary-Treasurer and Superintendent
School District No. 63 (Saanich)

Capital Plan Bylaw No. 2024/25-CPSD63-01

Re: Ministry Response to the Annual Five-Year Capital Plan Submission for 2024/25

This letter is in response to your School District's 2024/25 Annual Five-Year Capital Plan submissions for Major Capital Programs and Minor Capital Programs and provides direction for advancing supported and approved capital projects. **Please see all bolded sections below for information.**

The Ministry has reviewed all 60 school districts' Annual Five-Year Capital Plan submissions for Major Capital Programs and Minor Capital Programs to determine priorities for available capital funding in the following programs:

- Seismic Mitigation Program (SMP)
- Expansion Program (EXP)
- Replacement Program (REP)
- Site Acquisition Program (SAP)
- Rural District Program (RDP)
- School Enhancement Program (SEP)
- Food Infrastructure Program (FIP)
- Carbon Neutral Capital Program (CNCP)
- Building Envelope Program (BEP)
- Playground Equipment Program (PEP)
- Bus Acquisition Program (BUS)

The following tables identify major capital projects that are supported to proceed to the next stage, if applicable, as well as minor capital projects that are approved for funding and can proceed to procurement.

MINOR CAPITAL PROJECTS (SEP, FIP, CNCP, BEP, PEP, BUS)

Below are tables for the minor capital projects that are approved. The table identifies School Enhancement Program (SEP), Food Infrastructure Program (FIP), Carbon Neutral Capital Program (CNCP), Building Envelope Program (BEP), Playground Equipment Program (PEP), as well as the Bus Acquisition Program (BUS), if applicable.

New projects for SEP, FIP, CNCP, BEP, PEP

Facility Name	Program Project Description	Amount Funded by Ministry	Next Steps & Timing
Parkland Secondary	SEP - Roofing Upgrades	\$500,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Stelly's Secondary	SEP - HVAC Upgrades	\$1,000,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Stelly's Secondary	CNCP - HVAC Upgrades	\$600,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Deep Cove Elementary	PEP - Accessible Playground Equipment	\$195,000	Proceed to design, tender & construction. To be completed by March 31, 2025.

An Annual Programs Funding Agreement (APFA) accompanies this Capital Plan Response Letter which outlines specific Ministry and Board related obligations associated with the approved Minor Capital Projects for the 2024/25 fiscal year as listed above.

In accordance with Section 143 of the *School Act*, Boards of Education are required to adopt a single Capital Bylaw (using the Capital Bylaw Number provided at the beginning of this document) for its approved 2024/25 Five-Year Capital Plan as identified in this Capital Plan Response Letter. For additional information, please visit the Capital Bylaw website at:

<https://www2.gov.bc.ca/gov/content/education-training/k-12/administration/capital/planning/capital-bylaws>

The Capital Bylaw and the APFA must be signed, dated, and emailed to the Ministry's Capital Management Branch at CMB@gov.bc.ca as soon as possible. Upon receipt the Ministry will issue Certificates of Approvals as defined in the APFA.

As the 2024/25 Capital Plan process is now complete, the Capital Plan Instructions for the upcoming 2025/26 Annual Five-Year Capital Plan submission process (using the Ministry's Capital Asset Planning System (CAPS) online platform) will be available on the Ministry's [Capital Planning](#) webpage by April 1st, 2024.

Attachment 3

School districts' capital plan submission deadlines for the 2025/26 fiscal year, using the CAPS online platform, will be as follows:

- **June 30, 2024**
 - Major Capital Programs (SMP, EXP, REP, RDP, SAP)
- **July 1, 2024**
 - Major Capital Programs (BEP)
- **September 30, 2024**
 - Minor Capital Programs (SEP, CNCP, PEP, BUS)
- **October 1, 2024**
 - Minor Capital Programs (FIP)

The staggered deadlines are intended to provide the Ministry with input required to initiate planning for the next budget cycle, while enabling school districts additional time and flexibility to plan over the summer.

Additionally, the Annual Facility Grant (AFG) project requests for the 2024/25 fiscal year are to be submitted using the CAPS online platform, on or before May 31, 2024.

NOTE: It is strongly encouraged that school districts discuss the draft versions of their intended capital projects and AFG project requests with Ministry staff well in advance of submission deadlines.

Please contact your respective Regional Director or Planning Officer as per the [Capital Management Branch Contact List](#) with any questions regarding this Capital Plan Response Letter or the Ministry's capital plan process.

Sincerely,



Damien Crowell, Executive Director
Capital Management Branch

pc: Geoff Croshaw, Acting Director, Major Capital Projects, Capital Management Branch
Michael Nyikes, Director, Minor Capital Projects, Programs and Finance, Capital Management Branch

ANNUAL PROGRAMS FUNDING AGREEMENT

This Annual Programs Funding Agreement dated for reference the 15th day of March 2024, is in effect for the 2024/25 fiscal year period of April 1, 2024 to March 31, 2025.

BETWEEN: His Majesty the King in Right of the Province of British Columbia,
represented by the Minister of Education and Child Care (the "Ministry")

OF THE FIRST PART

AND: the Board of Education of School District No. 63 (Saanich) (the "Board")

OF THE SECOND PART.

The parties agree as follows:

1. DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

"Agreement" means the Annual Programs Funding Agreement;

"Board" or "Board of Education" means a board of school trustees constituted under the *School Act* [RSBC 1996] c. 412 and any person designated by the Board to act with respect to a provision of this Agreement;

"Business Day" means a day, other than a Saturday or Sunday or Statutory Holiday, on which Provincial government offices are open for normal business in British Columbia;

"Capital Funding Grant" means a funding grant authorized by the Minister of Finance in accordance with section 56.1 of the *Financial Administration Act* [RSBC1996] c. 138;

"Certificate of Approval" means the Certificate of Approval described in paragraph 3.04;

"Eligible Expenditure(s)" means those expenditure(s) areas more particularly described in paragraph 3.01;

"Event of Force Majeure" means invasion, rebellion, hostilities, sabotage, government regulations or controls, acts of God, strikes, lockouts or labour disputes that are a major disabling event or circumstance in relation to the normal operations of the party concerned as a whole that is beyond the reasonable control of the party directly affected and results in a material delay, interruption or failure by such party in carrying out its duties, covenants or obligations under this Agreement;

"Minister" means the Minister of Education and Child Care, and includes the Deputy Minister of Education and Child Care and any person designated by either of them to act with respect to a provision of this Agreement;

"Ministry" means the Ministry of Education and Child Care of the Province of British Columbia;

"Project" means the project(s) described in paragraph 3.01;

"Schools Protection Program" means the risk management program administered and delivered by the Risk Management Branch of the Ministry of Finance in conjunction with the Ministry of Education and Child Care, and includes the "Schools Protection Program Reference Manual" and all amendments and updates to the program and manual;

"Treasury Board" means the Treasury Board established under the *Financial Administration Act* [RSBC 1996] c. 138.

2. SCHEDULES

2.01 The following Schedule(s) form an integral part of this Annual Programs Funding Agreement:

- A. Communications Protocol Agreement on Minor Capital Projects between the Ministry of Education and Child Care and School Districts

3. PROVINCIAL FUNDING CONTRIBUTIONS AND OBLIGATIONS

3.01 The Ministry will provide capital funding to the Board which is to be used for the purposes of the following Project:

Facility Name	Program Project Description	Amount Funded by Ministry	Next Steps & Timing
Parkland Secondary	SEP - Roofing Upgrades	\$500,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Stelly'S Secondary	SEP - HVAC Upgrades	\$1,000,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Stelly's Secondary	CNCP - HVAC Upgrades	\$600,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Deep Cove Elementary	PEP - Accessible Playground Equipment	\$195,000	Proceed to design, tender & construction. To be completed by March 31, 2025.

3.02 The Ministry will, in no event, provide more than the amount listed above.

3.03 The Ministry will provide the capital funding in paragraph 3.01 in the form of a Capital Funding Grant.

3.04 Payment of a Capital Funding Grant is subject to the Ministry issuing a Certificate of Approval for the Project in paragraph 3.01 in accordance with Treasury Board policies and directives and to the following conditions:

2024/25 Annual Programs Funding Agreement for School District No. 63 (Saanich)

- a) in no case may the Board make a draw against funds available under a Certificate of Approval, unless the draw is reimbursement for Eligible Expenditure(s) properly incurred by the Board in connection with the Project;
- b) the Ministry may modify or withhold a Capital Funding Grant and applicable Certificate of Approval, or any portion thereof, in the event the Board fails to observe, perform and comply with any provision of this Agreement or if, in the opinion of the Ministry, there has been a material change in the Project;
- c) the Board will comply with all applicable policies and directives of the Treasury Board respecting Capital Funding Grants.

3.05 Notwithstanding any other provision of this Agreement, the payment of funds by the Ministry to the Board, pursuant to this Agreement, is subject to the provisions of the *Financial Administration Act* ("the Act"), which makes that payment obligation subject to:

- a) there being sufficient monies available in an appropriation, as defined in the Act, to enable the Ministry, in any fiscal year or part thereof when any payment of money by the Ministry to the Board falls due pursuant to this Agreement, to make that payment;
- b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure(s) under any appropriation referred to in this subparagraph a).

4. BOARD OBLIGATIONS

4.01 The Board will:

- a) carry out the Project in a manner that ensures:
 - i) delivery within budget;
 - ii) completion by March 31, 2025;
 - iii) scope details are fully met upon completion;
 - iv) accrued cost-savings realized from completed capital projects as approved in this Agreement are reported to the Ministry and transferred into the school district's Minister-Restricted Capital account, unless otherwise agreed to in writing by the Ministry.
- b) comply with all policies and best practices related to Capital Project Procurement, as documented in the Capital Asset Management Framework and Capital Procurement Checklist published by the Ministry of Finance;
- c) procure the Project in accordance with the Capital Asset Management Framework;
- d) include in any contracts all standard insurance and indemnification clauses required by the Schools Protection Program;

- e) ensure all communication related to the Capital Project conforms to the “Communications Protocol Agreement on Minor Capital Projects between the Ministry of Education and Child Care and School Districts” (provided as Schedule A). Note this protocol may be amended from time to time by the Ministry, with the most current version of the protocol being used.
- 4.02 Provide written notice to the Ministry of Education and Child Care immediately upon completion of each Project. (Note: the Ministry will be following up with school districts regarding delayed and/or incomplete projects in early January, at which time the Ministry may choose to reallocate associated funds depending on the status of the Project).
- 4.03 At the request of the Ministry, prepare additional reports relating to the Project.
- 4.04 Notify the Ministry immediately, in writing, should any Event of Force Majeure arise that could materially affect the scope, costs or schedule of the Project.
- 4.05 Indemnify and save harmless the Province of British Columbia and its employees and agents from and against any losses, claims, damages, actions, causes of action, costs and expenses that the Province of British Columbia or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Board or by any of its agents, employees, officers, directors, or contractors with respect to the Project.
- 4.06 Purchase school buses through the Request for Standing Offer (RFSO) portal available through the Association of School Transportation Services of BC (ASTSBC).
- 4.07 Reserve two (2) percent of the Total Funding amount provided under the Bus Acquisition Program in paragraph 3.01 as fee payment for ASTSBC’s administration services. The ASTSBC will invoice the Board once buses have been ordered. This fee is included in the Capital Funding Grant and is not an additional cost to the Board.

5. EVENT OF FORCE MAJEURE

- 5.01 In the Event of Force Majeure:
 - a) the Board will immediately notify the Ministry, in writing, describing the Event of Force Majeure.
 - b) within five (5) Business Days of being notified of the Event of Force Majeure, the Ministry will communicate with the Board to explore what steps are to be taken to mitigate the Event of Force Majeure, determine an appropriate course of action, and establish an estimated cost related to the Event of Force Majeure.
 - c) the course of action must be agreed to by the Ministry and the Board.
 - d) either party may request the assistance of an independent cost consultant appointed by mutual agreement of the parties.

- e) the Ministry will not approve any expenditure(s) incurred prior to the agreed course of action unless the costs were demonstrably incurred for the preservation of life and/or safety.

6. PUBLIC ANNOUNCEMENTS

- 6.01 Any public announcement relating to the Project will be in accordance with the “Communications Protocol Agreement on Minor Capital Projects between the Ministry of Education and Child Care and School Districts” (provided as Schedule A).

7. NOTICE

- 7.01 Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand or electronic transmission to the physical address or electronic mail address of each party set out below:

- a) if to the Board:

School District No. 63 (Saanich)
2125 Keating Cross Rd, Salt Spring Island, BC, V8K 2K3
Attention: Jason Reid, Secretary-Treasurer
Email: jreid@saanichschools.ca

- b) if to the Ministry:

Ministry of Education and Child Care
PO Box 9151 Stn Prov Govt, Victoria, BC, V8W 9H1
Attention: Capital Management Branch (Minor Capital Unit)
Email: CMB@gov.bc.ca

- 7.02 Any such notice or communication will be considered to have been received:

- a) if delivered by hand during business hours (and in any event, at or before 4:00pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;
- b) if sent by electronic transmission during business hours (and in any event, at or before 4:00pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day, provided that:
 - i) the receiving party has, by electronic transmission or by hand delivery, acknowledged to the notifying party that it has received such notice; or
 - ii) within twenty-four (24) hours after sending the notice, the notifying party has also sent a copy of such notice to the receiving party by hand delivery.

2024/25 Annual Programs Funding Agreement for School District No. 63 (Saanich)

- 7.03 Delivery by mail will not be considered timely notice under this Agreement.
- 7.04 In the event a contact name changes for either the Ministry or for the Board, then parties must be notified within five (5) Business Days.

2024/25 Annual Programs Funding Agreement for School District No. 63 (Saanich)

IN WITNESS WHEREOF the parties have executed this Agreement, in duplicate, as of the day and year first above written.

SIGNED on behalf of His Majesty the King)
in Right of the Province of British Columbia)
by a duly authorized designate of the)
Minister of Education and Child Care)

Authorized Signatory (For the Minister of Education and
Child Care)

Name (Print)

Title

Date Signed (Month/Day/Year)

SIGNED on behalf of **the Board**)
of Education of School District)
No. 63 (Saanich) by its duly)
authorized signatories)

Signatory (Secretary Treasurer)

Name (Print)

Date Signed (Month/Day/Year)

SCHEDULE A

**COMMUNICATIONS PROTOCOL AGREEMENT ON MINOR CAPITAL PROJECTS
BETWEEN THE MINISTRY OF EDUCATION AND CHILD CARE (ECC) AND SCHOOL
DISTRICTS**

News Release

Upon issuance of Capital Plan approvals and funding agreements to school districts, ECC will issue public news releases regarding minor capital projects. School district(s) may be requested to provide a quote from a designated representative for such news releases.

Signage

Significant, high-profile minor capital construction projects and/or initiatives approved in the ECC Capital Plan **may** be requested to be identified by signage prominently displayed at the site. ECC will notify a school district(s) if this is the case.

If requested, signs must conform to Government of B.C.'s Infrastructure Sign Specifications and be produced by Government Communications and Public Engagement (GCPE) graphics department. In addition to the BC logo, school districts and other funding partners will be identified with their logos on signage. Signs are to be installed as soon as possible after announcement of the project, and amended to include the amount of investment and date of completion after award of the contract and preferably before the start of work. The signs are to remain on the site until the work is completed and after any completion ceremonies where applicable. A digital picture of the sign is to be sent to GCPE after it has been installed. Cost of the sign is to be funded from the approved project budget. School districts are responsible for installing the signs.

The steps from signage design to installation are as follows:

1. Project is announced;
1. GCPE will have their graphics department create a construction sign;
2. GCPE graphics department will create and send the approved file to Kings Printer for print production;
3. Kings Printer will notify GCPE when the sign is ready;
4. GCPE will notify the school district(s) when the sign is ready to be ordered and provide them with the online requisition form: <http://brokerage.qp.gov.bc.ca/submit-print/print-form.aspx>;
5. The school district(s) orders, pays and arranges for the sign to be installed. Signs are to be post mounted in a visible location;
6. School district(s) will notify GCPE when the sign is installed and send photo as confirmation.

Official Ceremonies

ECC will notify a school district(s) if an official ceremony **may** be held to commemorate the launch and/or ground-breaking for a project. The parties shall co-operate in the organization ceremonies, and messages and public statements for such events should be mutually agreed upon.

Plaques

ECC **may** request the district provide and install (upon completion of significant, high-profile construction projects and/or initiatives), a plaque bearing an appropriate inscription. The design, wording and specifications of such plaques must be approved by ECC. Cost of the plaque is to be funded from the approved project budget.

To: Finance, Facilities & Technology Committee

Prepared By: Rob Lumb
Director of Facilities

Subject: 2024/2025 Annual Facility Grant Plan

Date: April 10, 2024

The purpose of this briefing note is to present the 2024/25 Annual Facility Grant (AFG) Plan for review by the committee and approval by the Board.

The Annual Facility Grant was originally introduced as the 'Facilities Shareable Capital Allowance' in the 1988/89 school year. In recognition of the need for routine maintenance of school facilities this allowance was provided as part of Boards' operating budget as a supplementary funding source for projects regularly required to extend the life of existing facilities. There are twelve categories that are eligible for AFG expenditures:

- Roof Replacements
- Mechanical System Upgrades
- Electrical System Upgrades
- Facility Upgrades
- Loss Prevention Projects
- Functional Improvements
- Technology Infrastructure Upgrades
- Site Upgrades
- Disabled Access
- Asbestos Abatement
- Health and Safety Upgrades
- Site Servicing

The funding year for the AFG matches the fiscal year of government. Therefore, this plan relates to expenditures from April 1, 2024 to March 31, 2025. AFG is separate and distinct from the other capital submissions that are completed for major capital projects such as seismic upgrades, school replacements, busing and other large ticket expenses.

To determine the priorities in a given year we use information from our Long Term Facilities Plan, our Energy Sustainability Plan, professional inspectors, VFA building (facility condition) reports, data from our work order systems, feedback from our trades staff, and from visits with each school's administration.

This year's proposal has been broken down by constant costs then by priority.

AFG Funding 2024 / 2025	
Constants	
Admin Support	36,561
AFG Admin Fee	26,032
CMMS	34,000
Energy Manager	50,000
Sub Total	146,593
Priority #1	
District Painting x 2 painters	210,000
District Lead Testing	7,000
Deep Cove Septic Field Replacement	240,000
Cordova Bay Heat Pump Install	400,000
ROMS Boiler Replacement - Phase 2	215,000
Stelly's autoshop doors	30,000
Prospect Lake Sprinkler System	125,000
Brentwood Boiler room - Parts only	86,035
Sub Total	1,313,035
Priority #2	
District Data Rewire	150,000
ILC Meeting Room Heat Pump	30,000
Sub Total	180,000
Priority #3	
Misc Building improvements	115,348
District Line Painting	35,000
District Security upgrades	15,000
Paving TBD	100,000
Parkland Gym Floor	50,000
SESISEJ Possible Contribution ***	180,000
Sub Total	495,348
Total required for 2024 / 2025	2,134,976
Current Year AFG Allocation	1,954,976
Over Budget***	-180,000

The constant costs are fixed and they include the wages for the administration resources required to manage the projects. There is also a CMMS (Computerized Maintenance Management System) cost which funds our electronic work order system, as well as an AFG admin fee which is paid to the

government for their management of the projects. We are using AFG funds to partially fund our Energy Management Consultant fees.

Priority 1 projects are for projects that are most urgent:

1. We employ two painters through AFG to paint our buildings.
2. Each year we are mandated to test and report to VIHA the lead levels in our district's drinking water.
3. Deep Cove Elementary's Septic field has been identified as being at end of life and is in need of replacement.
4. The heat pump at Cordova Bay Elementary has failed and requires replacement. Currently there are two small gas boilers heating the school. Last year we ordered and received the heat pump, and installation is occurring this year. The cost estimate for installation has risen from \$290K to \$400k due to inflation and growth in the scope of work needed to upgrade the system (including preparatory work for future replacement of the boilers).
5. The boilers at Royal Oak Middle School are failing and it is more cost effective to replace vs repair. Last year we replaced the hot water system and 1 boiler. This year we will replace the remaining boilers completing the needed upgrades to this system.
6. Stelly's auto shop doors have failed and require replacement.
7. Prospect Lake's sprinkler system is aging and is need of replacement to avoid future flooding.
8. Brentwood Elementary's boiler plant is inadequate with a small electric boiler backing up the new heat pump. The required system upgrades will be phased over two years. This year we will complete the design and ordering some of the parts required.

Priority 2 projects include items that are less than immediate urgency, but still require substantial attention:

1. We are continuing to support the Technology Plan by rewiring our schools with a \$150K allocation.
2. Installation of a heat pump for the Saanich Learning Centre (district meeting room at ILC) as maintaining comfort in this space has been identified as an issue when used for large groups.

Priority 3 are projects that we are able to cancel if necessary and assist with any budget deficits, if required. The ŠEŠÍŠEJ Childcare Centre is approx. \$180K over budget. We are requesting these funds from the Ministry, but if we are not approved this overage may need to be funded from AFG. If this overage is funded by the Ministry, this entry will be deleted from the AFG plan.

Recommendation:

That the Board approve the 2024/25 Annual Facility Grant Plan as presented.

Respectfully submitted



Rob Lumb
Director of Facilities

To: Finance, Facilities & Technology Committee

Prepared By: Rob Lumb
Director of Facilities

Subject: Usage agreements – Parkland & Stelly’s

Date: April 10, 2024

The purpose of this briefing note is to present two usage agreements for review by the committee and approval by the Board.

Parkland Track

At Parkland Secondary we have completed a new outdoor track in 2022. Prior to the track replacement the Peninsula Track and Field Club had been using the track for organized track and field training for a number of years (since the original track install). This usage had been done with a verbal agreement from the past and no financial contributions from the Track and Field Club.

A draft agreement (attachment 1) has been prepared with the Peninsula Track and Field Club providing for 134 hours of exclusive use of the track and an annual contribution for maintenance of \$3,000 (this contribution would be applied to reduce the annual contributions by the school district, the Town of Sidney (“Sidney”) and the District of North Saanich (“North Saanich”) by \$1,000 each). The draft agreement is attached and the planned usage hours are shown in schedule B.

This agreement preserves the majority of community use time for community drop in use (as required in our agreements with Sidney and North Saanich).

Stelly’s Tennis Courts

At Stelly’s Secondary we have been approached by the Peninsula Community Pickleball Club to use our tennis courts which have pickleball lines painted onto them.

The agreement with the Peninsula Community Pickleball Club will provide 372 hours of exclusive use of the courts with an annual contribution of \$2,268, which will be applied to reduce the cost of future court resurfacing (reflecting increased usage). The draft agreement is attached and the planned usage hours are shown in Schedule B.

Staff Recommendation

That the Board approve signing of attached agreements for Parkland Secondary and Stelly's Secondary.

Trivial revisions are expected to occur as these agreements are being finalized. We will seek Board approval if any proposed revisions arise that significantly alter the arrangements as presented.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Rob Lumb', with a stylized flourish at the end.

Rob Lumb
Director of Facilities

Attachments: Attachment 1 - Draft Agreement with Peninsula Track and Field Club
Attachment 2 - Draft Agreement with Peninsula Community Pickleball Club

Attachment 1

This Agreement is made the _____ day of _____, 2024.

BETWEEN:

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

AND:

Peninsula Track and Field Club
(the "Club")

WHEREAS:

- A. The School District and the Club have agreed to cooperate in the ongoing maintenance and shared use of the Synthetic Running Track (the "Track") located on the school site of Parkland Secondary School;
- B. The School District and the Club have entered into this Agreement to record their respective understandings with respect to the use and maintenance of the Track;
- C. The parties have agreed to the terms and conditions of an agreement by the terms of which the Club will contribute to the ongoing costs of the Track in exchange for an allotment of guaranteed access to the Track at pre-determined times; and
- D. The parties are committed to usage of the Track to its maximum potential through a spirit of mutual cooperation.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is by both parties acknowledged, the School District and the Club agree as follows:

Management of Track

1. The School District will be responsible for the ongoing management of the Track in a manner that is consistent with this Agreement.
2. All required maintenance of the Track during the Term of this Agreement will be done under the exclusive direction of the School District by School District staff or by others as determined by the School District in its sole discretion.
3. The Club will each name a representative or representatives (the "Club Representatives") to whom the School District can direct communications with respect to this Agreement.

Attachment 1

Club Maintenance Obligation

4. The Club will contribute to the School District for the maintenance of the Track as follows:

Total contribution of \$3000/ year paid in five monthly installments of \$453.60 starting May 01 of each year

Beginning in 2025, each year the yearly fee will be adjusted on September 1st in by an amount equal to the percentage increase in the Consumer Price Index for the Victoria area as determined by BC Stats for the previous year ending on June 30th.

Should the Club fail to pay the maintenance contribution and should such payment remain unpaid 30 days after written notice of such default is provided to the Club, this Agreement will be null and void and of no further force and effect.

The School District will provide the Club with an annual financial statement of the track replacement fund balance.

Usage Entitlements

5. The Club shall provide the School District with a quarterly usage schedule, indicating the time periods it will be using the track during the Club Specified Times, for the upcoming calendar quarter (the "Scheduled Times"). The quarterly usage schedule shall be segregated into the following quarters: September to November, December to February, March to May, and June to August. The schedule shall be provided to the School District in each case no later than one month prior to the start of each quarter. It is agreed that the Club may schedule up to 134 hours of Track use during the Scheduled Times in any year of the Term. The School District has agreements in place with the Town of Sidney and the District of North Saanich that state:

"Outside of Parkland Secondary school hours and when not in use by S.D. #63, the track will be available for community use. The majority of this community use time will be preserved for drop-in use by community members free of charge. "

Therefore; the scheduling of hours for the club cannot result in the exclusive use of the majority of hours outside Parkland Schools use in any given week by the club.

6. The Club shall have exclusive use of the Track during the Scheduled Times.

7. The School District shall have exclusive use of the Track during regular school hours and all times other than the Scheduled Times.

8. When the Club desires use of the Track outside of the Scheduled Times, the Rentals Department of the School District will work with the parties to attempt an accommodation of each such request. Requests from the Club to access the Track outside of the Club Scheduled Times shall be reasonable, and must be advanced with sufficient lead time to avoid conflict with other

Attachment 1

commitments for the Track.

Term & Termination

9. Unless terminated as provided in this Agreement, it shall be in effect when executed by the parties and shall end after a ten (10) year term commencing on the date of this Agreement.

10. Notwithstanding the preceding paragraph 9 either the School District or the Club may terminate this Agreement upon 30 days written notice to the other.

11. If the School District terminates this Agreement, all right, title and interest in and to the Track will continue with the School District.

Conditions of Use by the School District

12. The School District shall ensure that all participants and spectators who are on or adjacent to the Track during school hours will comply with the usage rules attached as Schedule A (the "Usage Rules").

13. The School District shall be responsible for providing an appropriate number of litter receptacles on or near the Track and will arrange for collection and offsite disposal of litter in a timely manner.

Conditions of Use by the Club

14. The Club shall ensure that all participants and spectators who are on or adjacent to the Track during the Club Scheduled Times will comply with the Usage Rules.

15. The Club shall not use or permit the use of the Track for non-athletic activities without the prior written approval of the School District.

16. The Club shall ensure that the Track is left in a tidy, litter free condition after each use during the Scheduled Times.

17. The Club shall be responsible for all costs related to misuse of the Track or for contravention of the Usage Rules during the Scheduled Times, unless such damage is shown to have been caused by persons who were not authorized or allowed to use the Track. Work to reinstate the Track from such misuse will be performed by the School District, in consultation with the Club, and the full cost will be borne by the Club.

18. The Club shall provide reasonable supervision of usage of the Track during Scheduled Times consistent with its practice at other municipal owned fields, including any reasonably required security services.

19. The Club shall not allow any unauthorized person or organization to use the Track during Scheduled Times. During those times, the Track shall be used only for events sponsored and controlled by

Attachment 1

the Club or by other users approved by the School District.

20. The Club shall undertake all reasonable efforts to ensure that all participants and spectators who use the Track during the Scheduled Time are aware of and comply with both the rules of conduct established by the School District and the Usage Rules.

21. The Club shall indemnify the School District against the cost of repairing any damage to the Track, beyond ordinary wear and tear, which occurs during Scheduled Times, unless such damage is shown to have been caused by persons who were not authorized or allowed to use the Track.

Operating Costs

22. Subject to the contribution by the Club provided in section 4, the School District will pay all costs associated with the Track's maintenance and repair costs arising from ordinary usage of the Track and consistent with a high standard of repair and maintenance, which will enable the School District and the Club to make reasonable and safe use of the Track during the Specified Times.

23. Any revenue generated through the rental of the Track to other users (other than the Club) shall be the property of the School District for its own use.

Alterations

24. With the exception of maintenance and repairs as provided in this Agreement, the parties shall not make or cause to be made any alterations or additions to the Track without the written approval of the School District.

Indemnification

25. The Club shall indemnify and hold harmless the School District and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the Track by the Club and any of its officers, employees, servants, agents, contractors, invitees and volunteers, except to the extent that such loss arises from the negligence of the School District. The Club shall forthwith, upon receiving notice of any suit brought against it, deliver to the School District full particulars thereof and the School District shall render all reasonable assistance requested by the Club in the defense thereof.

26. The School District shall indemnify and hold harmless the Club and any of its officers, employees, servants, agents, contractors, invitees and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the Track by the School District and any of its officers, employees, servants, agents, contractors, volunteers and invitees except to the extent that such loss arises from the negligence of the Club. The School District shall forthwith, upon receiving notice of any suit brought against it, deliver to the Club full particulars thereof and the Club shall render all reasonable assistance requested by the School District in the defense thereof.

Insurance

Attachment 1

27. The Club shall obtain comprehensive general liability insurance against personal injury, property damage and other liability claims arising from the use of the Track, in a minimum amount of \$5,000,000 per occurrence. The School District and the Club shall each obtain, maintain and pay for their own liability insurance coverage. The School District may satisfy its insurance requirements by participation as a school district under the provisions of the Schools Protection Program, a program of school district self-insurance.

Equipment and Fixtures

28. All goods, chattels, furnishings, fixtures, equipment and machinery belonging solely to a party to this Agreement and located within the area shall be identified by distinctive markings provided by such party and be kept in a clean, working, and well maintained state.

29. If the Club wishes to fund improvements on the track site, prior approval by the School District is required before installation. The School District has the right to refuse approval for any reason, and will only consider proposals that do not potentially negatively impact school operations or result in financial liability to the School District relating to maintenance, renewal or future decommissioning. The School District will be the project manager for the installation of approved improvements and these approved improvements will become the property of the school district.

30. With approval from the School District, the Club may post temporary signage that references a tournament name or sponsor on the Track enclosure for the duration of the tournament.

Force Majeure

31. The obligations of the School District and the Club under this Agreement shall be suspended during any period when a party is prevented from fulfilling its obligations for reasons beyond its control, including without limitation, strikes, lockouts, riots or other civil disorders, fires, floods, earthquakes and other natural disasters or acts of God.

Severability

32. If any portion of this Agreement is held to be invalid by a court, the invalid portion shall be severed and the invalidity shall not alter the remainder of the Agreement.

Notice

33. Any notice required or contemplated by any provision of this Agreement or which the parties may desire to give to each other related to matters governed by this Agreement shall be sufficiently given by personal delivery, by electronic mail or by registered letter mailed in one of His Majesty's Post Offices in British Columbia to the address as the parties may, from time to time in writing, advise each other and any such notice shall be effective as of the day of such personal delivery or by electronic mail or if sent by post as of the third day following the date of such posting provided that if sent by mail, should there be a mail strike, slowdown or other labour dispute which might affect the delivery of such notice between the time of mailing and the actual receipt of the notice, then such notice shall be

Attachment 1

effective only if actually delivered to the other party.

Entire Agreement

34. This Agreement, together with the Schedules attached hereto, forms the entire Agreement between the parties with regard to its subject matter and there are no representations or warranties except as expressed in this Agreement and the Schedules attached hereto.

Dispute Resolution

35. Any dispute or disagreement arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settle amicably by mutual discussion or mediation, failing which either party may refer the matter to a single arbitrator appointed pursuant to the *Arbitration Act* of British Columbia. The cost of the arbitrator appointed shall be borne equally between the School District and the Club. The decision of the arbitrator is final and binding upon the parties.

Statutes and Bylaws

36. This Agreement does not limit or affect the powers of the Board of Education of School District No 63 (Saanich) under any statute, bylaw or other enactment.

37. This Agreement does not limit or affect the powers of the Club under any statute, bylaw or other enactment.

38. No waiver of any default by either party shall be effective unless expressed in writing and no waiver or condonation of a previous default shall operate as a waiver of any subsequent default.

Scope and Nature of Relationship

39. The parties expressly disclaim any intention to create a partnership, and nothing in this Agreement shall constitute the parties as partners or constitute a party to this Agreement as the agent of the other party.

40. No party shall have, or represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of, any other party or shall be, or represent that it is, the agent or legal representative of any other party.

Enurement

41. This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and assigns.

IN WITNESS whereof the parties executed this Agreement on the date first above written.

Attachment 1

The Board of Education of School District 63 (Saanich) by its authorized signatory,

Peninsula Track and Field Club by its authorized signatory(ies)

Schedule A

Track Location



Attachment 1

Schedule B

Specified Times

Board of Education – “School Times”

The following times are reserved for the exclusive use of the Board of Education No 63 (Saanich)

Monday to Friday 7:00am – 5:30 pm on all school days including Professional Development days

Peninsula Track and Field Club – “Club Specified Times”

The following times are reserved for the exclusive use of the Peninsula Track and Field Club

Month of Jan: Tuesdays 5:30pm – 6:30pm

Thursdays 5:30pm – 6:30pm

Sundays 10:00am – 11:00am

Jan Total of 12 hours

Month of Feb: Tuesdays 5:30pm – 6:30pm

Thursdays 5:30pm – 6:30pm

Sundays 10:00am – 11:00am

Feb Total of 12 hours

Month of March: Tuesdays 5:30pm – 6:30pm

Thursdays 5:30pm – 6:30pm

Sundays 10:00am – 11:00am

Feb Total of 12 hours

Month of April: Tuesdays 5:30pm – 7:00pm

Thursdays 5:30pm – 7:00pm

Attachment 1

Sundays 10:00am – 11:30am

April Total of 18 hours

Month of May: Tuesdays 5:30pm – 7:00pm

Thursdays 5:30pm – 7:00pm

Sundays 10:00am – 11:30am

May Total of 18 hours

Month of June: Tuesdays 5:30pm – 7:00pm

Thursdays 5:30pm – 7:00pm

Sundays 10:00am – 11:30am

June Total of 18 hours

Month of July: No Use

Month of August: No Use

Month of Sept: Tuesdays 5:30pm – 6:30pm

Thursdays 5:30pm – 6:30pm

Sept Total of 8 hours

Month of Oct: Tuesdays 5:30pm – 6:30pm

Thursdays 5:30pm – 6:30pm

Oct Total of 8 hours

Month of Nov: Tuesdays 5:30pm – 6:30pm

Thursdays 5:30pm – 6:30pm

Attachment 1

Nov Total of 8 hours

Month of Dec: Tuesdays 5:30pm – 6:30pm

Thursdays 5:30pm – 6:30pm

Dec Total of 8 hours

Total hours of use by the club = 134 hours / year

Schedule C

Usage Rules

In order to maintain the Track in the best possible condition throughout its useful life, and in order to minimize maintenance and repairs costs, the following Usage Rules apply to all users) Club, School District or any other user) of the Track.

- No Food, drinks (Other than water) or gum are permitted
- No needle spikes or Christmas tree spikes. Any other spike used not to exceed a length of 3/16"
- No Cigarettes, chewing tobacco, vaping products or sunflower seeds are permitted
- No Glass containers are permitted
- All footwear worn on track to be clean of dirt, mud and grass
- No dogs are other animals are allowed on the track
- All personal items (Clothes, bags, water bottles etc. Must be removed from area at the conclusion of each use
- There is to be no littering anywhere on the property
- No wheeled vehicles are allowed on the track (Bicycles, rollerblades, skateboards, scooters etc..)

Attachment 2

This Agreement is made the _____ day of _____, 2024.

BETWEEN:

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

AND:

Peninsula Community Pickleball Club
10230 Resthaven Drive
Sidney BC V8L 3H1
(the 'club')

WHEREAS:

- A. The School District and the Club have agreed to cooperate in the ongoing maintenance and shared use of the Synthetic Tennis Courts (the "Courts") located on the school site of Stelly's Secondary School
- B. The School District and the Club have entered into this Agreement to record their respective understandings with respect to the use and maintenance of the Courts;
- C. The parties have agreed to the terms and conditions of an agreement by the terms of which the Club will contribute to the ongoing costs of the Courts in exchange for an allotment of guaranteed access to the Courts at pre-determined times; and
- D. The parties are committed to usage of the Courts to its maximum potential through a spirit of mutual cooperation.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is by both parties acknowledged, the School District and the Club agree as follows:

Management of Courts

1. The School District will be responsible for the ongoing management of the Courts in a manner that is consistent with this Agreement.
2. All required maintenance of the Courts during the Term of this Agreement will be done under the exclusive direction of the School District by School District staff or by others as determined by the School District in its sole discretion.

Attachment 2

3. The Club will each name a representative or representatives (the “Club Representatives”) to whom the School District can direct communications with respect to this Agreement.

Club Maintenance Obligation

4. The Club will contribute to the School District for the maintenance of the Courts as follows:

Total contribution of \$2268 to be paid at \$453.60/ month for 5 months beginning _____.

Beginning in 2025, each year the yearly fee will be adjusted on September 1st in by an amount equal to the percentage increase in the Consumer Price Index for the Victoria area as determined by BC Stats for the previous year ending on June 30th.

Should the Club fail to pay the maintenance contribution and should such payment remain unpaid 30 days after written notice of such default is provided to the Club, this Agreement will be null and void and of no further force and effect.

Usage Entitlements

5. The Club shall provide the School District with a quarterly usage schedule, indicating the time periods it will be using the Courts during the Club Specified Times, for the upcoming calendar quarter (the “Scheduled Times”). The quarterly usage schedule shall be segregated into the following quarters: September to November, December to February, March to May, and June to August. The schedule shall be provided to the School District in each case no later than one month prior to the start of each quarter. It is agreed that the Club may schedule up to 372 hours of Courts use during the Scheduled Times in any year of the Term.

6. The Club shall have exclusive use of the Courts during the Scheduled Times.

7. The School District shall have exclusive use of the Courts during regular school hours and all times other than the Scheduled Times.

8. When the Club desires use of the Courts outside of the Scheduled Times, the Rentals Department of the School District will work with the parties to attempt an accommodation of each such request. Requests from the Club to access the Courts outside of the Club Scheduled Times shall be reasonable, and must be advanced with sufficient lead time to avoid conflict with other commitments for the Courts.

Term & Termination

9. Unless terminated as provided in this Agreement, it shall be in effect when executed by the parties and shall end after a 5 year term commencing on the date of this Agreement.

10. Notwithstanding the preceding paragraph 9 either the School District or the Club may terminate this Agreement upon 30 days written notice to the other.

11. If the School District terminates this Agreement, all right, title and interest in and to the

Attachment 2

Courts will continue with the School District.

Conditions of Use by the School District

12. The School District shall ensure that all participants and spectators who are on or adjacent to the Courts

13. during school hours will comply with the usage rules attached as Schedule A (the "Usage Rules").

14. The School District shall be responsible for providing an appropriate number of litter receptacles on or near the Courts and will arrange for collection and offsite disposal of litter in a timely manner.

Conditions of Use by the Club

15. The Club shall ensure that all participants and spectators who are on or adjacent to the Courts during the Club Scheduled Times will comply with the Usage Rules.

16. The Club shall not use or permit the use of the Courts for non-athletic activities without the prior written approval of the School District.

17. The Club shall ensure that the Courts is left in a tidy, litter free condition after each use during the Scheduled Times.

18. The Club shall be responsible for all costs related to misuse of the Courts or for contravention of the Usage Rules during the Scheduled Times, unless such damage is shown to have been caused by persons who were not authorized or allowed to use the Courts

19. Work to reinstate the Courts from such misuse will be performed by the School District, in consultation with the Club, and the full cost will be borne by the Club.

20. The Club shall provide reasonable supervision of usage of the Courts during Scheduled Times consistent with its practice at other municipal owned fields, including any reasonably required security services.

21. The Club shall not allow any unauthorized person or organization to use the Courts during Scheduled Times. During those times, the Courts shall be used only for events sponsored and controlled by the Club or by other users approved by the School District.

22. The Club shall undertake all reasonable efforts to ensure that all participants and spectators who use the Courts during the Scheduled Time are aware of and comply with both the rules of conduct established by the School District and the Usage Rules.

23. The Club shall indemnify the School District against the cost of repairing any damage to the Courts, beyond ordinary wear and tear, which occurs during Scheduled Times, unless such damage

Attachment 2

is shown to have been caused by persons who were not authorized or allowed to use the Courts.

Operating Costs

24. Subject to the contribution by the Club provided in section 4, the School District will pay all costs associated with the Courts maintenance and repair costs arising from ordinary usage of the Courts and consistent with a high standard of repair and maintenance, which will enable the School District and the Club to make reasonable and safe use of the Courts during the Specified Times.

25. Any revenue generated through the rental of the Courts to other users (other than the Club) shall be the property of the School District for its own use.

Alterations

26. With the exception of maintenance and repairs as provided in this Agreement, the parties shall not make or cause to be made any alterations or additions to the Courts without the written approval of the School District.

27. In order to allow access to the courts by club, the School District is required to make additions to the courts gate to allow secure access after hours. The cost for this \$xxxxx. These costs are to be paid for by the club in whole and the gate will remain property of the School District.

Indemnification

28. The Club shall indemnify and hold harmless the School District and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the Courts by the Club and any of its officers, employees, servants, agents, contractors, invitees and volunteers, except to the extent that such loss arises from the negligence of the School District. The Club shall forthwith, upon receiving notice of any suit brought against it, deliver to the School District full particulars thereof and the School District shall render all reasonable assistance requested by the Club in the defense thereof.

29. The School District shall indemnify and hold harmless the Club and any of its officers, employees, servants, agents, contractors, invitees and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the Courts by the School District and any of its officers, employees, servants, agents, contractors, volunteers and invitees except to the extent that such loss arises from the negligence of the Club. The School District shall forthwith, upon receiving notice of any suit brought against it, deliver to the Club full particulars thereof and the Club shall render all reasonable assistance requested by the School District in the defense thereof.

Insurance

30. The Club shall obtain comprehensive general liability insurance against personal injury, property damage and other liability claims arising from the use of the Courts, in a minimum amount of \$5,000,000 per occurrence. The School District and the Club shall each obtain, maintain and pay for their

Attachment 2

own liability insurance coverage. The School District may satisfy its insurance requirements by participation as a school district under the provisions of the Schools Protection Program, a program of school district self-insurance.

Equipment and Fixtures

31. All goods, chattels, furnishings, fixtures, equipment and machinery belonging solely to a party to this Agreement and located within the area shall be identified by distinctive markings provided by such party and be kept in a clean, working, and well maintained state.

32. If the Club wishes to fund improvements on the site, prior approval by the School District is required before installation. The School District has the right to refuse approval for any reason, and will only consider proposals that do not potentially negatively impact school operations or result in financial liability to the School District relating to maintenance, renewal or future decommissioning. The School District will be the project manager for the installation of approved improvements and these approved improvements will become the property of the school district.

33. With approval from the School District, the Club may post temporary signage that references a tournament name or sponsor on the Courts enclosure for the duration of the tournament.

Force Majeure

34. The obligations of the School District and the Club under this Agreement shall be suspended during any period when a party is prevented from fulfilling its obligations for reasons beyond its control, including without limitation, strikes, lockouts, riots or other civil disorders, fires, floods, earthquakes and other natural disasters or acts of God.

Severability

35. If any portion of this Agreement is held to be invalid by a court, the invalid portion shall be severed and the invalidity shall not alter the remainder of the Agreement.

Notice

36. Any notice required or contemplated by any provision of this Agreement or which the parties may desire to give to each other related to matters governed by this Agreement shall be sufficiently given by personal delivery, by electronic mail or by registered letter mailed in one of His Majesty's Post Offices in British Columbia to the address as the parties may, from time to time in writing, advise each other and any such notice shall be effective as of the day of such personal delivery or by electronic mail or if sent by post as of the third day following the date of such posting provided that if sent by mail, should there be a mail strike, slowdown or other labour dispute which might affect the delivery of such notice between the time of mailing and the actual receipt of the notice, then such notice shall be effective only if actually delivered to the other party.

Attachment 2

Entire Agreement

37. This Agreement, together with the Schedules attached hereto, forms the entire Agreement between the parties with regard to its subject matter and there are no representations or warranties except as expressed in this Agreement and the Schedules attached hereto.

Dispute Resolution

38. Any dispute or disagreement arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion or mediation, failing which either party may refer the matter to a single arbitrator appointed pursuant to the *Arbitration Act* of British Columbia. The cost of the arbitrator appointed shall be borne equally between the School District and the Club. The decision of the arbitrator is final and binding upon the parties.

Statutes and Bylaws

39. This Agreement does not limit or affect the powers of the Board of Education of School District No 63 (Saanich) under any statute, bylaw or other enactment.

40. This Agreement does not limit or affect the powers of the Club under any statute, bylaw or other enactment.

41. No waiver of any default by either party shall be effective unless expressed in writing and no waiver or condonation of a previous default shall operate as a waiver of any subsequent default.

Scope and Nature of Relationship

42. The parties expressly disclaim any intention to create a partnership, and nothing in this Agreement shall constitute the parties as partners or constitute a party to this Agreement as the agent of the other party.

43. No party shall have, or represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of, any other party or shall be, or represent that it is, the agent or legal representative of any other party.

Enurement

44. This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and assigns.

IN WITNESS whereof the parties executed this Agreement on the date first above written.

The Board of Education of School District 63 Pickle Ball Group by its authorized signatory(ies) **(Saanich)** by it authorized signatory,

Attachment 2

Schedule A

Courts Location



Attachment 2

Schedule B

Specified Times

Board of Education – “School Times”

The following times are reserved for the exclusive use of the Board of Education No 63 (Saanich)

Monday to Friday 7:00am – 5:30 pm on all school days including Professional Development days

Peninsula Track and Field Club – “Club Specified Times”

The following times are reserved for the exclusive use of the **Pickle ball group**

Month of May: Tuesdays 6:00pm – 7:30pm
 Thursdays 6:00pm – 7:30pm
 Saturdays 10:00am – 2:00pm
 Sundays 10:00am – 2:00pm

Month of June: Tuesdays 6:00pm – 7:30pm
 Thursdays 6:00pm – 7:30pm
 Saturdays 10:00am – 2:00pm
 Sundays 10:00am – 2:00pm

Month of July Mondays 10:00am – 12:00pm
 Tuesdays 10:00am – 2:00pm & 5:00pm – 7:00pm
 Wednesdays 10:00am – 2:00pm & 5:00pm – 7:00pm
 Thursdays 10:00am – 2:00pm & 5:00pm – 7:00pm
 Fridays 10:00am – 12:00pm
 Saturdays 10:00am – 12:00pm
 Sundays 10:00am – 12:00pm

Attachment 2

Month of August

- Mondays 10:00am – 12:00pm
- Tuesdays 10:00am – 2:00pm & 5:00pm – 7:00pm
- Wednesdays 10:00am – 2:00pm & 5:00pm – 7:00pm
- Thursdays 10:00am – 2:00pm & 5:00pm – 7:00pm
- Fridays 10:00am – 12:00pm
- Saturdays 10:00am – 12:00pm
- Sundays 10:00am – 12:00pm

Month of September:

- Tuesdays 6:00pm – 7:30pm
- Thursdays 6:00pm – 7:30pm
- Saturdays 10:00am – 2:00pm
- Sundays 10:00am – 2:00pm

Total hours of use by the club = 372 hours / year

Schedule C

Usage Rules

In order to maintain the Courts in the best possible condition throughout its useful life, and in order to minimize maintenance and repairs costs, the following Usage Rules apply to all users(Club, School District or any other user) of the Track.

- No Food, drinks (Other than water) or gum are permitted
- No Shoes that leave marks on the surface are permitted
- No Cigarettes, chewing tobacco, vaping products or sunflower seeds are permitted
- No Glass containers are permitted
- All footwear worn on track to be clean of dirt, mud and grass
- No dogs or other animals are allowed on the Courts
- All personal items (Clothes, bags, water bottles etc. Must be removed from area at the conclusion of each use
- There is to be no littering anywhere on the property
- No wheeled vehicles are allowed on the Courts (Bicycles, rollerblades, skateboards, scooters etc..)
- Nets are set to tennis regulation height and they shall not be weighed down or otherwise tampered with to lower the height to pickle ball regulation heights

To: Finance Facilities & and Technology Committee

Prepared By: Jason Reid
Secretary Treasurer

Subject: International Program Homestay Fees

Date: April 10, 2024

Purpose and Background

The purpose of this briefing note is to recommend that the monthly homestay fee for international program students be increased from \$1,200 per student per month to \$1,350 per student per month, effective for the 2025/26 school year.

The Board establishes tuition and homestay fees for international students per Policy 25 (International Student Program). In December 2022, the Board approve increasing the monthly homestay fee from \$1,100 to \$1,200 effective September 2023 for new registrations. In March 2023, the Board approved the following International Student Program fee adjustments for the 2024/25 school year:

- increase tuition fee from \$14,750 to \$15,750,
- increase homestay placement fee from \$650 to \$750, and
- increase application fee from \$250 to \$300.

International Program enrolment has not yet fully returned to the pre-pandemic levels of approximately 330 FTE (full time equivalent) due to restrictions in the availability of homestay families. 2024/25 enrolment is forecasted to be 270 FTE.

Proposed Increase to Homestay Fees

This fee increase is recommended to address inflationary pressure ensuring host families can maintain the same level of service without experiencing a decrease in real income. Due to the continuously increasing cost of living, host families incur additional costs associated with hosting students, including food, utilities, and miscellaneous expenses. A fee increase is necessary to ensure that host families can continue to provide a high standard of care for students without incurring financial strain.

Host families dedicate their time, effort, and resources to welcome international students into their homes and communities. It is essential to compensate them fairly for their hospitality and commitment. Increasing the homestay fee to \$1,350 per student per month acknowledges the valuable contribution of host families and provides them with adequate financial support for their role in the program. In the local housing market, rental rates and housing expenses have surged in response to increased demand and limited supply. To attract and retain quality host families, it is imperative that reimbursements for homestay families remains competitive.

The following homestay fees have been established regionally for the 2024/25 school year:

- Victoria: \$1,260
- Sooke: \$1,200
- Pacific Christian: \$1,250
- UVic: \$1,350

It is expected that these organizations will also be increasing fees for the 2025/26 school year.

Staff Recommendation:

That the Board approve increasing the monthly homestay fee from \$1,200 per student per month to \$1,350 per student per month, effective for the 2025/26 school year.

Respectfully submitted,

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

Jason Reid
Secretary Treasurer

To: Finance Facilities & Technology Committee

Prepared By: Jason Reid
Secretary Treasurer

Subject: Digital Service Transformation Funding

Date: April 10, 2024

Purpose and Background

The purpose of this briefing note is advise the Board that the district has received \$200,000 in funding for the cost of transitioning from the legacy phone system, and to recommend that the Board allocate this funding to replenish the contingency reserve.

In March 2023, I presented a plan to the Finance, Facilities, and Technology Committee to centralize and finance replacement of the phone systems (March 2023 briefing note is attached for information). On March 15, 2023, the Board carried the following motion:

“That \$500,000 be allocated from the contingency reserve to fund phone system replacement, and that the contingency reserve be replenished as soon as possible through a combination of allocating phone system operating savings and, to the extent they occur, annual operating savings relative to budget.”

Installation of the phone system was completed in December 2023, and the porting of numbers from Telus is underway.

Funding for Digital Service Transformation

In the fall the district was advised funding was available for the cost of transitioning from legacy copper phone systems. Director of Information Technology Cody Henschel prepared the funding application and last month the Ministry confirmed funding of \$200,000 (see attachment 2). Through the funding application process, the Ministry confirmed that this funding could be applied for eligible expenditures recently incurred prior to the awarding of the grant.

Replacement of the phone system to transition away from legacy copper lines was initially funded through allocation from the contingency reserve with the expectation that the contingency reserve be replenished through allocation of operating savings. As the intent of this grant is to fund expenditures recently funded from the contingency reserve, I recommend that this \$200,000 be allocated to replenish the contingency reserve.

Staff Recommendation

That the Board approve the allocation of \$200,000 to increase the contingency reserve from \$2,300,838 to \$2,500,838.

Respectfully submitted,



Jason Reid

Attachment: Attachment 1 - Briefing Note – Phone Systems Replacement (March 2023)
Attachment 2 – Digital Service Transformation Funding Letter (March 2024)

To: Finance Facilities and Technology Committee

Prepared By: Jason Reid

Subject: Phone Systems Replacement

Date: March 4, 2023

Purpose and Background

The purpose of this briefing note is to present options to finance the replacement of phone systems.

At the January 18, 2023 meeting of the Finance, Facilities and Technology Committee, Director of Information Technology Cody Henschel presented an update on the implementation of the RefreshEd plan including the progress, goals and the challenges that lie ahead. The most significant challenge is the impact inflationary cost pressures are having on our ability to meet both educational technology goals and necessary renewal of critical infrastructure. The most pressing infrastructure concern are legacy phone systems that are failing and are no longer supported. Continuing to use these phone systems results in increasing risk that schools will not be able to communicate when they need to, and that if a phone system fails completely, we will not be able to recover services in a timely manner.

At the February 15, 2023 meeting of the Finance, Facilities and Technology Committee, the Committee reviewed the 2023 Risk Report and discussed further the increased risk of failure of critical technology infrastructure components, and phone systems in particular. As implementation of a new phone system would result annual cost savings, the possibility of using those savings to recover the capital cost over time was also discussed.

At this meeting, the Committee agreed to request that staff prepare a report for the committee's consideration in March 2023 outlining options to finance the replacement of phone systems.

Centralizing and Financing Phone System Replacement

We have been considering how to finance phone system replacement for several years now, with the impediment being the significant upfront cost of implementation. With unprecedented inflation increasing implementation cost to approximately \$500,000, it is not possible to fund this investment from the annual equipment/infrastructure budgets within schools and/or the IT department. However, it is possible to recover the upfront \$500,000 investment from annual operating cost savings over a 5-6 year period.

Funding phone system maintenance and replacement had historically been a school responsibility. While central support of phone systems has increased significantly in recent years (because this should not be a school responsibility), moving to a centralized

phone system will enable complete centralization of phone system procurement and management going forward. Therefore, in addition to the necessary replacement of legacy phone systems and reducing operating costs, another benefit will be reducing the burden on school administrators to oversee the performance and maintenance of obsolete equipment.

Telus landline services across all of our facilities currently costs \$105,000 annually. The estimated operating costs of the new phone system will be in the range of \$11,000 - \$12,000 per year from ThinkTel. This leads to an operational saving of up to \$94,000 per year and the opportunity to repay the up-front investment in 5-6 years. The primary reason for the large operational savings is moving from site-based pools of lines and phone numbers to a centralized pool of lines with the ability to tune the system as we use it to be as lean as possible while still supporting the district's entire phone needs, including temporarily bursting capacity if needed. As all within-district calls will connect through our local network, this reduces further the need for phone lines in the central pool. As such, the cost savings are only realized when the entire district has migrated to the new system. Any phased approach will result in maintaining the large existing land-line costs plus the new system costs and no real opportunity for the significant savings outlined above. The new system will also change how staff can use and communicate across the district and protracted change management will have a negative impact across our schools.

It is likely possible to finance this investment through an equipment lease using operating savings to fund the lease payments. However, with a lease there is additional financing cost and often reduced flexibility regarding the planned refresh cycle for the equipment.

In my view, the better alternative is to finance the investment using the contingency reserve and then replenish the contingency reserve as soon as possible through a combination of allocating phone system operating savings and accumulated surplus generated to the extent annual actual expenditures are below budget expenditures. As the current contingency reserve balance is \$2,998,441, this allocation would reduce the contingency reserve to \$2,498,441. In the worse case scenario, contingency reserve allocated for this investment would be recovered in 5-6 years, but it could be recovered within a few years.

The contingency reserve may otherwise decline due to other circumstances, and at this time we are forecasting this may be the case. However, I am still comfortable recommending this allocation from contingency reserve because: operating cost savings will exceed the upfront investment in 5-6 years, phone system replacement (whether now or later) is an unavoidable cost, and replacing the system now will address a significant operational risk.

If budget for phone replacement is approved, implementation would occur over the April – June timeframe in a phased approach. Phase 1 would be the design and build for the infrastructure that supports the phone system at the school board office. Phase 2 would

be the first pilot site. We will start at the school board office where we can be in close communication with people and focus on department-by-department transitions. Phase 3 would be the first remote site at a school. Phase 4 would be a quick roll-out to the remaining sites incorporating our learnings from Phase 3. Being that there will be change felt by those using the system, it is important to complete the transition with staff in buildings. If we are not able to complete the changes by the end of June, we would want to resume in September.

Staff Recommendation:

That \$500,000 be allocated from the contingency reserve to fund phone system replacement, and that the contingency reserve be replenished as soon as possible through a combination of allocating phone system operating savings and, to the extent they occur, annual operating savings relative to budget.

Respectfully submitted,

Jason Reid
Secretary Treasurer



March 19, 2024

Ref: 297482

Jason Reid, Secretary Treasurer
Board of Education
School District No. 63 (Saanich)
Email: jreid@saanichschools.ca

Dear Jason,

We are pleased to inform you that SD63 (Saanich) has been awarded a grant in the amount of \$200,000 to support its digital service transformation of services relying on TELUS copper transport services and/or impacted by Project Penny. A payment via Electronic Funds Transfer (EFT) will follow shortly.

A grant of this nature requires that the Ministry outline its standard expectations in terms of accountability and acknowledgement.

In accordance with conditions placed on all government grants, SD63 (Saanich) must:

- Use all grant funds only for the purpose outlined above.
- By June 30, 2024, provide the Ministry a report on actual use of the grant money, broken down by purpose, plus reporting on outcomes.
- Be aware that the Ministry will reclaim any portion of the grant should SD63 (Saanich) not use the funds received for the purposes outlined in this letter.

Further, we ask that you acknowledge the Province of British Columbia's assistance on written materials related to this grant. The following acknowledgement may be used:

“We acknowledge the financial support of the Province of British Columbia through the Ministry of Education and Child Care.”

Sincerely,

A handwritten signature in blue ink that reads "E Liddy". The signature is written in a cursive style with a small arrow-like flourish at the end of the last name.

Eleanor Liddy
Assistant Deputy Minister / CIO
Services and Technology Division

CC: Jennifer Wray
Executive Director, Student Information, Data & Education Network Services
Services and Technology Division

To: Finance, Facilities & Technology Committee

Prepared By: Jason Reid
Secretary Treasurer

Subject: Student & Family Affordability Fund

Date: April 11, 2024

Purpose and Background

In March 2023 the Ministry of Education and Childcare announced an additional one-time allocation for the Student and Family Affordability Fund (SFAF). The allocation to the Saanich School District is \$247,000 for the remainder of the 2023-24 school year. Carry-forward of funds into the 2024-25 year is permitted and expected.

The purpose of this briefing note is to outline for the committee's information the approach for allocating the SFAF funds to schools.

The original allocation for SFAF was announced on August 29, 2022 for the 2022/23 school year, and was intended to:

1. Improve students' access to nutritional food / meals, before, during and after the school day.
2. Directly offset costs to parents, guardians, and students, such as school supplies or other cost pressures they are facing using existing mechanisms such as hardship policies.

The district received \$737,162 for SFAF for the 2022/23 school year. The Board approved the initial allocation of the original SFAF to schools with differentiation in allocations based on socio-economic factors. The September 2022 briefing note with the approved allocations is included as attachment 1 for information.

During the 2022/23 school year while administering the SFAF, district staff gathered a significant amount of information and feedback regarding the differentiated needs of school communities. This included information gathered through parent surveys and by school administrators through their engagement with individual families. An overall learning during the 2022/23 school year was that while we correctly identified the schools with greater community need, the degree that funding allocations were differentiated based on need should have been greater.

For the 2023/24 school year, \$92,175 of the original unspent SFAF was reallocated to schools reflecting this greater understanding of relative community need. This allocation of carry-forward (see attachment 2) reflected greater differentiation with not all schools receiving an allocation of carry-forward.

Next Steps

The planned approach for allocating the 2023/24 SFAS is to provide all schools with an SFAF allocation, but to significantly increase the level of allocation differentiation based on relative community need. The specific allocations have not been determined yet by district staff. The Board does not normally approve the school specific allocation of recurring targeted funding programs. The 2022/23 SFAF was an exception being a new and significant program.

District staff will determine school-based allocations in the coming weeks. While it is not required, if the Board wishes to it can also choose to review and approve these allocations.

Respectfully submitted,

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

Jason Reid
Secretary-Treasurer

JR/klg

Attachments: 1 – September 2022 SFAF Briefing
2 – Allocation of 2022/23 SFAF Carryforward

To: Finance, Facilities & Technology Committee

Prepared By: Jason Reid
Secretary Treasurer

Subject: Student & Family Affordability Fund

Date: September 14, 2022

Purpose and Background

Note that this briefing has been amended from the original version dated September 7, 2022, based on feedback from the Finance, Facilities and Technology Committee.

The purpose of this briefing note is to recommend approval of the proposed allocation method and spending parameters, including the consultation approach, for the Student and Family Affordability Fund.

On August 29, 2022, the Ministry of Education and Childcare announced the [Student and Family Affordability Fund](#) for the 2022/23 school year. The allocation to the Saanich School District is \$737,162.

This one-time targeted funding is intended to:

1. Improve students' access to nutritional food / meals, before, during and after the school day.
2. Directly offset costs to parents, guardians, and students, such as school supplies or other cost pressures they are facing using existing mechanisms such as hardship policies.

In developing this briefing, the District had preliminary consultation discussions with COPACS and representatives of the WSÁNEĆ School Board. Further consultation will occur at the school level to determine the greatest needs in each school.

Allocation Method

The administrators who have the greatest knowledge of the needs are best positioned to make decisions regarding the allocation of funds at the school/program level. Therefore, I recommend that the majority of funds be allocated directly to schools/programs with parameters for how the funds should be used.

On September 7th, I proposed a basic allocation of \$85 per student FTE that was adjusted for some schools based on incidence of low income (Census data) (See Attachment 1C). This allocation was reduced for SIDES to 40% of \$85 reflecting the lower occurrence of meals programs and program fees. The proposal included separate allocations of \$50 for Indigenous program students and \$20,000 for ILC Career Programs reflecting the diversity of ILC programs serving families with greater need. \$47,906 was held back by the school district to be allocated for any enrolment growth relative to forecast and for additional needs that emerge through the year.

Reflecting comments from the committee, I recommend the revised allocations in attachment 1, which use a composite socio-economic indicator by catchment boundary (see attachment 1B) as the basis to differentiate per student allocations to neighbourhood schools. In comparison to incidence of low income, this composite indicator appears to better reflect our understanding of relative socio-economic need.

Note that [Catchment boundaries](#) can be viewed on the district's website.

Spending Parameters

The draft spending parameters for schools/departments is included as attachment 2. These parameters include an expectation that spending plans be developed in consultation with school PACs and the broader school community as appropriate.

To ensure that the funding is used during the school year, any funding that has not been used by April 30, 2023 will be reallocated.

Staff Recommendation

That the Board approve the revised allocation method and spending parameters for the Student and Family Affordability Fund.

Respectfully submitted,

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

Jason Reid
Secretary-Treasurer

JR/klg

Attachments: 1 – Revised Funding Allocations

1B – Composite Socio-economic Indicator by Catchment

1C – Funding Allocations Proposed Sept 7th

2 – Proposed Spending Parameters

3 – Ministry of Education and Childcare Instructions

Attachment 1

Attachment 1 - Revised Allocation of Student and Family Affordability Fund					
	Projected	Funding	Adjustment		
	Enrolment	Rate	Note 1	Allocation	
Brentwood Elementary	345	85	1.1	32,258	
Cordova Bay Elementary	337	85	1.0	28,645	
Deep Cove Elementary	314	85	1.0	26,690	
Keating Elementary	493	85	1.0	41,905	
KELSET Elementary	372	85	1.1	34,782	
Lochside Elementary	435	85	1.0	36,975	
Prospect Lake Elementary	278	85	1.0	23,630	
Sidney Elementary	389	85	1.2	39,678	
Bayside Middle School	564	85	1.1	52,734	
North Saanich Middle School	358	85	1.2	36,516	
Royal Oak Middle School	570	85	1.0	48,450	
Claremont Secondary	991	85	1.0	84,235	
Parkland Secondary	442	85	1.2	45,084	
Stellys Secondary	729	85	1.1	68,162	
ILC (including CE)	185	85	1.0	15,725	
SIDES	765	85	0.4	26,010	
Program - Indigenous Ed	620	50	1.0	31,000	
Program - ILC Career Programs				20,000	
District Holdback (Note 2)				44,684	
	Total Allocation			737,162	
Note 1: Allocation to neighbourhood schools differentiated based on socio-economic indicator. SIDES allocation lower reflecting less fees/meal cost relative to enrolment.					
Note 2: Holdback for enrolment growth relative to forecast and emerging needs during the year.					

Attachment 2 - Allocation of 2022/23 SFAF Carryforwad

School/Program	Allocation
Brentwood Elementary	\$ 5,000
Cordova Bay Elementary	\$ -
Deep Cove Elementary	\$ -
Keating Elementary	\$ -
KELSET Elementary	\$ 5,000
Lochside Elementary	\$ 5,000
Prospect Lake Elementary	\$ -
Sidney Elementary	\$ 15,000
Bayside Middle School	\$ 9,000
North Saanich Middle School	\$ 6,500
Royal Oak Middle School	\$ 6,000
ILC	\$ 5,000
Indigenous Education	\$ 7,675
SIDES	\$ -
Claremont Secondary	\$ 5,000
Parkland Secondary	\$ 10,000
Stellys Secondary	\$ 13,000
Total Allocation	\$ 92,175

	Prior Year Actual 2022	Prior Year Actual 2023	Amended Budget	Current Budget	Revenue/ Expenditures to February 29, 2024	Projected Revenue and Expenditure	Variance From Budget	Notes
Revenue								
621 Consolidated Revenue Grants	(76,549,164)	(76,627,629)	(85,423,304)	(85,598,344)	(52,597,159)	(85,986,748)	388,404	Note 1
627 Indig. Northern Affairs Canada (INAC) Recovery	3,079,193	3,190,534	3,892,608	3,892,608	1,634,803	3,892,608	-	
629 Other Ministry Of Ed Grants <i>includes Pay Equity, Ad hoc MOE grants, Grad adult funding, Labour Settlement Funding</i>	(1,135,484)	(4,077,807)	(2,548,275)	(2,373,235)	(402,644)	(2,373,235)	-	
629 Classroom Enhancement Fund (CEF)	(8,912,124)	(11,142,827)	(12,005,932)	(12,005,931)	(7,160,571)	(12,005,931)	-	
630 Federal Grants <i>French Odyssey Grant, Jordan's Principle</i>	(39,492)	-	(574,918)	(574,918)	(553,918)	(574,918)	-	
641 Other Ministry Grants <i>ERASE Grant</i>	(183,610)	(181,545)	(172,333)	(112,833)	(97,625)	(112,833)	-	
645 Instructional Cafeteria Revenue	(184,506)	(247,679)	(68,000)	(68,000)	(159,405)	(159,405)	91,405	
646 Local Education Agreements/Direct Funding Indig.	(2,723,698)	(3,192,947)	(3,892,608)	(3,892,608)	(1,634,803)	(3,892,608)	-	
647 International and Out of Province Students	(5,738,618)	(6,559,217)	(6,847,678)	(6,847,678)	(7,265,686)	(7,317,713)	470,035	Note 2
649 Misc. Fees & Revenues <i>includes ad hoc grants received, recovery revenue from shared services, funding from municipalities</i>	(497,986)	(529,491)	(190,594)	(266,825)	(280,682)	(280,682)	13,857	
651 Community Use Of Facilities	(30,242)	(43,595)	-	-	(58,177)	(58,177)	58,177	
659 Other Rentals & Leases	(380,542)	(415,440)	(442,402)	(442,402)	(320,653)	(414,840)	(27,563)	
660 Exchange (Gain) Loss	(1,207)	-	-	-	413	413	(413)	
661 Interest On Short Term Deposits	(204,761)	(782,868)	(650,000)	(650,000)	(667,665)	(1,054,665)	404,665	
662 Appropriated Surplus (prior years carry forward amounts)	-	-	(1,358,605)	(1,358,605)	-	(1,358,605)	-	Note 3
672 Student Fees/Certifications	(108,010)	(63,077)	(50,000)	(50,000)	(54,800)	(50,000)	-	
Total Revenue	(93,610,251)	(100,673,588)	(110,332,041)	(110,348,771)	(69,618,572)	(111,747,339)	1,398,568	
Expenses								
105 Salaries - P/VP	4,781,071	4,929,172	5,245,399	5,245,399	3,446,300	5,290,048	(44,649)	
111 Salaries - Teachers (incl. POSR)	40,715,557	41,098,476	44,670,559	44,670,559	26,988,575	44,705,728	(35,169)	
307 - Teacher remedy	1,639,055	1,473,693	2,389,665	2,389,665	893,043	2,389,665	-	
Teacher remedy unspent					-	-	-	
122 Salaries - Support Staff (incl. In Service and First Aid)	8,541,427	8,574,110	9,580,832	9,476,835	6,087,723	9,328,297	148,538	Note 4
123 Salaries - Other Professionals	3,223,078	3,415,751	4,265,719	4,265,719	2,457,253	4,349,047	(83,327)	
131 Salaries - Educational Assistants	5,409,004	6,001,108	7,007,297	7,018,197	3,643,154	6,666,728	351,469	Note 5
143 Support Staff Replacement Costs	636,057	556,417	548,152	496,700	507,101	723,001	(226,301)	Note 6
146 Teacher Replacement Costs	3,473,416	3,996,096	3,960,646	3,960,896	2,362,714	4,071,330	(110,434)	Note 7
	68,418,665	70,044,823	77,668,268	77,523,969	46,385,863	77,523,844	125	
200 Benefits	16,612,271	17,876,595	18,446,510	18,446,510	8,942,065	18,404,501	42,009	
	16,612,271	17,876,595	18,446,510	18,446,510	8,942,065	18,404,501	42,009	
Services & Supplies								
Services	4,823,714	5,134,765	5,110,833	5,071,833	3,278,142	5,433,393	(361,560)	
Pro-D & Travel	457,956	572,033	845,197	845,197	423,241	845,197	-	
Rentals & Leases	137,659	157,541	182,000	182,000	104,658	182,000	-	
Dues & Fees	385,591	304,967	363,228	363,228	342,092	363,228	-	
Insurance	187,184	208,047	237,000	237,000	253,151	253,151	(16,151)	

Projection for Discussion Purposes - Actual Results May Differ From Projected

Prepared by Megan Cimaglia

	Prior Year Actual 2022	Prior Year Actual 2023	Amended Budget	Current Budget	Revenue/ Expenditures to February 29, 2024	Projected Revenue and Expenditure	Variance From Budget	Notes
Supplies	2,879,215	3,344,988	4,857,749	4,982,778	2,248,027	4,088,040	894,738	
Utilities	1,484,676	1,606,658	1,647,435	1,722,435	858,332	1,722,435	-	
	10,355,995	11,328,999	13,243,442	13,404,471	7,507,643	12,887,444	517,027	Note 8
Total Expenses	95,386,931	99,250,417	109,358,221	109,374,951	62,835,571	108,815,789	559,162	
Transfer from operating for purchase of capital assets	1,035,089	1,641,865	850,000	850,000	-	850,000	-	
Transfer to local capital for asset replacement reserve	109,982	116,820	123,820	123,820	-	123,820	-	
(Surplus)/Deficit	2,921,751	335,514	(0)	0	(6,783,001)	(1,957,730)	1,957,730	
					Opening Contingency Reserve	(2,300,838)	2.3%	
					Estimated School and District Carry Forwards	1,000,000		
					Estimated Closing Contingency Reserve	(3,258,567)		

Amended Budget is the February *Amended Annual Budget* , which was approved by the Board on February 14, 2024.

Current Budget is the current working budget.

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

Variance comments:
Note 1 - February SIDES enrolment count exceeded projections.
Note 2 - International tuition revenue is currently expected to finish at 267 FTE vs. 265 FTE budgeted. We had budgeted 201.5 FTE homestay students and ended up with 248 FTE homestay.
Note 3 - Appropriated surplus consists of: \$522,701 District Activities Carry Forward \$252,928 School Activities Carry Forward \$582,976 Budget Appropriation \$1,358,605
Note 4 - 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 5 - Education Assistant (EA) salaries positive variance is due to several factors: - Hiring lag in deployment of EA funding. - Estimated continued understaffing due to inability to consistently fill all EA positions. - 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 slightly offset by higher replacement costs when possible.
Note 6 - Support Staff Replacement costs negative variance is due to higher than budgeted use of sick leave. We have savings from regular staff (typically EAs and custodians) taking unpaid time off on the Salaries - Support Staff row then additional costs for replacement on this row.

Note 7 - Teacher Replacement Costs are now trending very close to budget. This change compared with past months is due to lower than budgeted maternity and parental leave top up payments expected upcoming. Usage of sick and emergency leave are no longer increasing over the prior year.

Note 8 - Assumption made in preparing this forecast is that departments and schools will spend their services and supplies budgets as allocated, other than the following:

\$ 361,560 estimated homestay fees beyond budgeted (recovered with increased homestay fees paid)

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

\$ 16,151 insurance spending over budget

\$ 91,405 costs to generate cafeteria revenue

\$ 13,857 additional grant supported spending

(\$517,027)