

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 46 (SUNSHINE COAST)

OPERATIONS COMMITTEE AGENDA

Thursday, January 17th, 2019 from 12:30-2:00 pm School Board Office – Sechelt, BC

1.	Amended Budget	
2.	Joint Use Update	2
3.	Regulations for review:	
	a. 3030 – Arson, Vandalism and Forced Entry	14
	b. 3120 – Health and Safety	17
	c. 5080 – Student Fees	18
	d. 1200 – Passport to Education (to be repealed)	21
	e. 1220 – Policy for Earning Credits for Other Learning (to be repealed)	22
	f. 1330 – Summer School (to be repealed)	23
4.	Local Government OCP and Zoning Referrals (standing item)	





SCHOOL DISTRICT NO. 46 (SUNSHINE COAST) SUNSHINE COAST REGIONAL DISTRICT

2015 Joint Use Agreement Guiding Principles

Guiding Principles for Joint Use Agreement

- > The agreement should be simple and broad in scope
- > It should be mutually beneficial
- > It should allow for increased use of community assets with manageable costs

Specific Interests of the Parties

- 1. Joint use system will effectively use administrative structures and resources that the partners have to advance the Joint Use program.
- 2. Whatever the agreement looks like, it needs to recognize the community driven use of the facilities.
- 3. Facilities should be used as much as possible with no net cost impact to the K to 12 mandate.
- 4. The Joint Use agreement should advocate primarily for an increase in healthy activity options for children and families and secondly for adults and community use.
- 5. The Joint Use agreement needs to maximize opportunities to increase usage of resources of both parties for community benefit.
- 6. In regards to communication and relationship, there needs to be very clear structures and systems so that we are able to deal effectively with issues that arise. As different issues emerge they can be dealt with within the system.
- 7. The agreement and related structures will respect the governance and policy setting roles of officials, but the operational issues should be charged to staff to manage and implement in a timely manner.
- 8. The agreement should develop further trust and respect between organizations. Mutual respect needs to be fostered.
- 9. The organizations will evaluate the potential for sharing human resources.
- 10. The agreement should support mutually agreed on benefits for users based on the things that we value health, activity, learning etc.
- 11. Keep agreement at a higher level and remember that the community is paying for all of it. We are entrusted to be efficient stewards of the resources.

- 12. We need to actively promote each other programs and provide support for one another. (Ex. Family Day)
- 13. If any parties are disadvantaged financially to the point of excessive pressure, there needs to be a clause for release or modification to the agreement i.e. a financial safety valve.
- 14. There needs to be a process for dispute resolution
- 15. The other organization needs to be considered when negotiating contracts. We need to look at risks and vulnerabilities, as well as synergies.
- 16. In future capital projects related to joint use, each organization should consider each other's input and needs, with the goal of strengthening the opportunities for joint use.
- 17. The agreement must be accompanied by a communication plan, to be reviewed and amended from time to time.

Community School Role

- SD46 and Community School partnership is to support "vulnerable children and families" (Ex. Roots of Empathy, Breakfast for Kids, Youth & Restorative Justice).
- SCRD also views role of the Community Schools as potential providers of afterschool programming and support to children, youth and families in our community.

MASTER JOINT USE AGREEMENT

THIS AGREEMENT made the 14th day of November, 2016

BETWEEN:

SUNSHINE COAST REGIONAL DISTRICT

1975 Field Road

Sechelt, BC

V0N 3A1

(the "Regional District")

AND:

THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 46

(Sunshine Coast)

494 South Fletcher Road Box 220

Gibsons, BC VON 1VO

(the "School District")

WHEREAS:

The Local Government Act and the Public School Act provide that the Regional District and the School District may enter into an agreement for the purpose of constructing, maintaining, operating, or contributing to the cost of construction, maintenance or operation of facilities for community use on school sites;

AND WHEREAS The School District wishes to develop and maintain certain educational facilities and to operate schools;

AND WHEREAS The Regional District wishes to develop and maintain certain recreational facilities and to organize or facilitate certain public recreational programs;

AND WHEREAS It is in the best interest of all parties to make the most effective economical use of public resources by avoiding duplication of facilities, land, services and equipment.

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

1. FACILITIES TO BE INCLUDED IN THIS AGREEMENT

- The Regional District wishes to make available to the School District, Facilities for school use as laid out in Schedule A (list of the facilities that are part of the agreement with times defined) hereto, and the School District wishes to make available to the Regional District, Facilities for community use as laid out in Schedule B (list of the facilities that are part of the agreement with times defined).
- 1.2 It is the mutual desire of the School District and the Regional District to construct new facilities, to refit existing facilities and to utilize facilities (including existing facilities) jointly, thereby increasing and improving services for the maximum benefit of their respective constituents.

2. **DEFINITIONS**

- 2.1 "Agreement" means this agreement including all schedules attached hereto, as amended or supplemented in writing from time to time.
- 2.2 The "Facility" means assets named in this agreement or schedules to the agreement.
- 2.3 "Community Space" means areas in School District Facilities that are used by the public for recreation programs and activities.
- 2.4 "Joint Use Committee" means the advisory group comprised of elected officials appointed by the Regional District and the School District.

3. REGIONAL DISTRICT FUNDING

The Regional District has and may agree to contribute funds toward the costs of the capital development of Community Space in specific schools and may agree to contribute annually to the use of joint Community Space in schools.

4. ASSURED ACCESS

4.1 The School District has agreed to provide assured access to the Facilities for Regional District on certain terms and conditions as are more particularly set out in this Joint Use Agreement.

2016 Joint Use of Facilities Page 3

4.2 The Regional District has agreed to provide assured access to the Facilities for the School District, on certain terms and conditions as are more particularly set out in this Joint Use Agreement.

5. JOINT USE COMMITTEE FUNCTIONS

- 5.1 The Joint Use Committee will be made up of representatives established in accordance with its terms of reference, as amended from time to time.
- 5.2 Notwithstanding section 5.1, the Joint Use Committee will meet at least once per calendar year.

6. JOINT USE AGREEMENT ADMINISTRATION

- 6.1 Staff from the School District and Regional District shall meet regularly.
- 6.2 Staff will make recommendations to the Joint Use Committee for reasons including, but not limited to, capital investment, policy changes, and contractual amendments.
- 6.3 Staff from each organization will develop and administer procedures, regulations and operating policies consistent with the spirit and intent of this Agreement.

7. DISPUTE RESOLUTION

7.1 A dispute that is not resolved by the Joint Use Committee may be submitted to mediation.

8. IDEMNIFICATION

- 8.1 The Regional District agrees to indemnify and save the School District, its officers, employees, servants, agents and contractors, harmless from any and all claims arising out of the Regional District's use and occupation of the facilities set out in Schedule "B" hereto except to the extent caused by the negligence of the School District or those persons for whom the School District is, in law, responsible.
- The School District agrees to indemnify and save the Regional District, its officers, officials employees, servants, agents and contractors, harmless from any and all claims arising out of the School District's use and occupation of the facilities set out in Schedule "A" hereto except to the extent caused by the negligence of the Regional District or those persons for whom the Regional District is, in law responsible.

9. FEES

- 9.1 During regular operating hours, the School District Schools located within participating areas of the Regional District, may use the Regional District's facilities, as set out in Schedule A, free of charge for School District curricular and extra-curricular activities within and outside of school hours, provided that the facilities are not otherwise committed for use for Regional District programs. Exceptions are the School District shall pay all additional costs where the Regional District provides instructional or organized programs. Students outside of a school program under the Joint Use Agreement may not use a Facility for free where subject to the normal Regional District fees and charges.
- 9.2 During regular operating hours, the Regional District within participating areas of the School District, may use the School District's School Facilities as set out in Schedule B within the boundaries of the Regional District, free of charge for Regional District activities provided that the facilities are not otherwise committed for School District use. Exceptions are the Regional District shall pay all additional costs where the School District provides instructional or organized programs, or where the activity has caused measurable wear or damage to the Facility.

10. SCHEDULING AND USE OF FACILITIES

- The day to day management, operation and bookings of the School District facilities will be under the direction of the School District administration.
- The day to day management, operation and booking of the Regional District facilities will be under the direction of the Regional District administration.
- Both parties agree to adhere to the policies governing use of each party's facilities.
- 10.4 Either party, can, without notice, intervene between the partner and the user group to close a facility or grounds area for reason of safety to the user and/or facility/grounds area.

11. PRIORITIES OF USE

11.1 In establishing and administering booking policies for the joint use facilities, the parties hereto agree to the following priority schedule:

First priority: facility owner

Second priority: joint use partner Third priority: community groups

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12. CANCELLATION

When a booking has been confirmed for the use of School District or Regional District facilities in accordance with the joint use agreement protocol, neither party hereto may unilaterally cancel the booking. It is understood that in exceptional circumstances, the School District or the Regional District may cancel a previously confirmed booking. All communication regarding cancellations shall be through the appropriate booking department for the Regional District or the School District. In the event of such a cancellation, the parties will utilize every effort to provide suitable alternate facilities for the holder of the cancelled booking.

- 12.2 The School District or the Regional District without notice may cancel a confirmed booking if in the opinion of the Facility owner acting reasonably, the Facility is unfit for the intended use.
- 12.3 In the case of any dispute with respect to a conflict in bookings or other emergent situation as to any of the facilities, an appeal may be made using the relevant party's protocol, as amended from time to time.

13. STAFFING

- 13.1 Except for recovery of additional labour and materials required as a result of the Joint Use Agreement, Regional District and School District facilities shall be provided to the parties to this agreement without cost.
- In the event that a party provides any services that are requested by the other party that are above the regular staffing costs, the requesting party shall pay those costs.
- 13.3 It is understood that subject to a collective agreement, bargaining unit employees may be required to be in attendance where facilities are used and/or other provisions shall apply.

14. USE AND MAINTENANCE

The Regional District shall be responsible for the interior and exterior maintenance of all facilities as set out in Schedule A hereto and used by the School District pursuant to the provisions hereof, and the School District shall only be liable for the cost of repair of any damage caused to such facility arising out of misuse by the School District or any student, employee or volunteer.

- The School District shall be responsible for the interior and exterior maintenance of all facilities as set out in Schedule B hereto and used by the Regional District pursuant to the provisions hereof, and the Regional District shall only be liable for the cost of repair of any damage caused to such facility arising out of misuse by the Regional District or any program participant, employee or volunteer.
- The Regional District may establish rules of conduct for the use of the facilities set out in Schedule A hereto and on being informed of the rules of conduct, the Regional District shall observe those rules of conduct and communicate those rules of conduct to any program participant, employee or volunteer who makes use of those facilities. Any violation of such rules of conduct shall forthwith be reported by the Regional District to the School District.
- The School District may establish rules of conduct for the use of the facilities set out in Schedule B hereto and on being informed of the rules of conduct, the School District shall observe those rules of conduct and communicate those rules of conduct to any student, employee or volunteer who makes use of those facilities. Any violation of such rules of conduct shall forthwith be reported by the School District to the Regional District.
- The Principal of the school may authorize use of any school equipment. The Principal or designate will arrange the release of authorized equipment to user groups and other benefiting users. All requests for equipment must be made in writing 5 days prior to use of the facility.
- Dependent on availability of space, the Regional District may be permitted to store equipment owned by them at a School District Facility in a place provided for and in a manner agreeable to the school Principal. All requests for equipment storage must be made in writing 5 days prior to use of the facility.
- 14.7 Dependent on availability of space, the School District may be permitted to store equipment owned by them at a Regional District Facility in a place provided for and in a manner agreeable to the Facility manager. All requests for equipment storage must be made in writing 5 days prior to use of the Facility.

15. TERMS OF THE AGREEMENT

- This agreement shall be in effect for an irrevocable period commencing September 1, 2017 until August 31, 2022. Effective September 1, 2022 the agreement may be extended for an additional 5 years expiring on August 31, 2027.
- 15.2 Either party may terminate this agreement at any time upon six (6) months' written notice, and until so terminated this agreement shall remain in full force and effect.

Any amendments hereto, shall be in writing and executed with the same formality and in like manner as was this Agreement.

16. INSURANCE

- The Parties must, without limiting each other's obligations or liabilities and at their own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to each other:
 - 16.1.1 Commercial General Liability in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - 16.1.2 include the other Party as an additional insured,
 - 16.1.3 include a cross liability clause.
- 16.2 All insurance described in section 1 of this Schedule must:
 - 16.2.1 be primary; and
 - 16.2.2 not require the sharing of any loss by any insurer of the other Party.
- 16.3 Evidence of insurance will be exchanged annually to confirm coverage.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written.

IN WITNESS WHEREOF the Corporate)
Seal of the SUNSHINE COAST)
REGIONAL DISTRICT was hereunto)
affixed in the presence of:)
Gen /) C/S
1. Kh)
CHAIR)
)
A Agault)
CORPORATE OFFICER)
)
IN WITNESS WHEREOF the Corporate)
Seal of SCHOOL DISTRICT NO. 46 was)
hereunto affixed in the presence of:)
) C/S
7 200)
SCHOOL BOARD CHAIR)
M_{1})
11000)
SECRETARY-TREASURER)
)

2016 Joint Use of Facilities Page 9

SCHEDULE 'A' REGIONAL DISTRICT FACILITIES THAT ARE PART OF THIS AGREEMENT

Gibsons and Area Community Centre

Gibsons and District Aquatic Centre

Sechelt Aquatic Centre

Sunshine Coast Arena

Eric Cardinall Hall

Frank West Community Hall

Chaster Hall

Coopers Green Hall

Sports Fields

Pender Aquatic Centre

Grantham's Hall

SCHEDULE "B" SCHOOL DISTRICT FACILITIES THAT ARE PART OF THIS AGREEMENT

Gymnasiums

Classrooms

Playing Fields

Kitchens

Multi-purpose Rooms

Theatre

Running Track

Industrial Arts (with qualified supervision)

Fitness Centres (with qualified supervision)

Bouldering Wall (with qualified supervision)

Title: Arson, Vandalism, and Forced Entry

Category: **Health and Safety**

Number: **3030**

I. Rationale:

Student and staff safety is our main priority when dealing with issues in schools. It is essential to have good communication amongst staff and between schools and facilities managers. The RCMP should be notified if there is any concern for staff or student safety.

II. General:

- A. The line of authority in carrying out this regulation shall be the principal, the vice-principal, a custodian, a teacher or delegate as authorized by the principal..
- B. Following detection of any signs of arson, or attempted arson, vandalism or forced entry the Manager of Facilities shall be advised immediately. The RCMP will be notified after consultation with the Manager of Facilities.
- C. When an employee suspects that a forced entry has been made to a building, he/she shall not enter the building but shall notify the Manager of Facilities and then the RCMP immediately, and maintain a watch on the building until the RCMP arrives and assumes control.
- D. Any damage shall be reported to the Manager of Facilities, who shall make written report on the extent of damage to the Secretary-Treasurer.
- E. Where immediate repairs are necessary, the Manager shall receive clearance from the RCMP before beginning.
- F. Where it appears that the repairs or replacement required should exceed the deductible amount allowed for by the insurance policy, the Secretary-Treasurer shall refer the matter to the insurance agent.
- G. Students willfully causing such significant damage to school district property shall be suspended from their school and shall provide restitution before being readmitted to any school in the district.

Received:

References:



ADMINISTRATIVE REGULATIONS

Title: Arson, Vandalism, and Forced Entry

Category: **Health and Safety**

Number: **3030**

I. Rationale: Student and staff safety is our main priority when dealing with issues in schools. It is essential to have good communication amongst staff and between schools and facilities managers. The RCMP should be notified if there is any concern for staff or student safety.

II. General:

H.A. The line of authority in carrying out this regulation shall be the principal, the vice-principal, a custodian, a teacher or delegate as authorized by the principal.—In the absence of the person(s) previously named, the next person on the list shall act with full authority.

HI.B. Following detection of any signs of arson, or attempted arson, vandalism or forced entry the RCMP and the Manager of Facilities Secretary-Treasurer shall be advised immediately. The RCMP will be notified after consultation with the Manager of Facilities.

IV.C. When an employee suspects that a forced entry has been made to a building, he/she shall not enter the building but shall notify the Manager of Facilities and then the RCMP immediately, and maintain a watch on the building until the RCMP arrives and assumes control.

<u>V.D.</u> Any damage shall be reported to the <u>Manager Director</u> of Facilities, who shall make written report on the extent of damage to the Secretary-Treasurer.



ADMINISTRATIVE REGULATIONS

Title: Arson, Vandalism, and Forced Entry

Category: **Health and Safety**

Number: **3030**

VI.E. Where immediate repairs are necessary, the <u>Director Manager</u> shall receive clearance from the RCMP before beginning.

VII.F. Where it appears that the repairs or replacement required should exceed the deductible amount allowed for by the insurance policy, the Secretary-Treasurer shall refer the matter to the insurance agent.

VIII.—Students willfully causing such significant damage to school district property shall be suspended from their school and shall provide restitution before being re-admitted to any school in the district. In situations which involve lengthy suspensions and when necessary and feasible, students will be provided with an educational program through Sunshine Coast Alternative School.

Received:

References:



Title: **Health and Safety**Category: **Health and Safety**

Number: **3120**

I. Rationale:

Students and employees are expected to follow safe work procedures and to participate actively in creating a healthy and safe working/learning environment.

II. General:

- A. Principals and other supervisors shall provide appropriate health and safety training programs for all staff and students.
- B. All employees will follow the regulations and guidelines in the district Occupational Health and Safety Program Manual and the Critical Incident/Emergency Response Manual.
- C. The contracted school bus companies shall ensure that their school bus drivers are aware that they will assume responsibility for all students under their jurisdiction.
- D. If an individual has a concern regarding a health and/or safety matter, the concern should be brought first to the site-based Health and Safety Committee. If the matter cannot be resolved at this level, the concern may be brought to the Personnel Manager/Secretary-Treasurer.

Received:

References: Board Policy 11.6



Title: Student Fees

Category: Finance

Number: **5080**

I. Rationale:

Education programs are provided free of charge to every student of school age resident on the Sunshine Coast. Some elective programs may benefit from additional parent support.

II. Student fees:

- A. Examples of fees that may be charged include, but are not limited to:
 - 1. Materials used in goods that are intended for the student to take home or for personal use, or as a gift;
 - 2. The rental of musical instruments for the student's personal use;
 - 3. Expenses associated with field trips, sports teams or other special events, such as transportation, tournament fees, accommodation, meals, entrance fees and equipment rental;
 - 4. Fees for graduation activities;
 - 5. Tuition and related fees for non-resident students:
 - 6. Tuition and related fees for students who have already met the general requirements for graduation.

III. School fees:

A. Each school is required to publish a schedule of all student fees and deposits annually prior to the beginning of a school year. Prior to publication, the schedule of fees shall be provided to the Superintendent.

IV. Inability to Pay:

A. Individual schools must provide a fair process for students and parents to have fees waived because of inability to pay or family economic circumstances, with the exception of non-resident students and students who have already met the general requirements for graduation.

Received:

References: Board of Education Fees M236/07, *School Act* (S.82)



Title: Student Fees

Category: Finance

Number: **5080**

I. Rationale:

Education programs are provided free of charge to every student of school age resident on the Sunshine Coast. Some elective programs may benefit from additional parent support.

II. Student fees

A. Fees may not be charged for goods and services that are necessary for students to meet the learning outcomes or assessment requirements of their educational program. School fees may only be charged as permitted under the School Act S. 82.

- B.A. Examples of fees that may be charged include, but are not limited to:
 - 1. Materials used in goods that are intended for the student to take home or for personal use, or as a gift;
 - 2. The purchase of school supplies and equipment for a student's personal use, such as paper, writing tools, calculators, student planners, exercise books and workbooks, and data storage devices;
 - 3.2. The rental of musical instruments for the student's personal use;
 - 4.3. Expenses associated with field trips, sports teams or other special events, such as transportation, tournament fees, accommodation, meals, entrance fees and equipment rental;
 - 5.4. Grad and student Fees for graduation activities fees;
 - 6.5. Tuition and related fees for non-resident students;
 - 7.6. Tuition and related fees for students who have already met the general requirements for graduation.

III. School fees

A. Each school is required to publish a schedule of all student fees and deposits annually prior to the beginning of a school year. Prior to publication, the new and previous schedules of fees shall be provided to the Superintendent.



Title: Student Fees

Category: Finance

Number: **5080**

IV. Inability to Pay

A. Individual schools must provide a fair process for students and parents to have fees waived because of inability to pay or family economic circumstances, with the exception of non-resident students and students who have already met the general requirements for graduation.

Received:

References: Board of Education Fees M236/07-, School Act (S.82)





School District No. 46 (Sunshine Coast)

Administrative Regulations

Education 1200

PASSPORT TO EDUCATION

The Ministry of Education gives awards to the top students in each of grades 10, 11 and 12. These are in the form of stamps, which are redeemable for tuition credits at post-secondary institutions. They have no cash value. The number of stamps we may award is determined by the Ministry from our September enrollment. Awards are given as follows based on the number of students who are enrolled in five or more courses in one school calendar year in a graded secondary school program:

Grade 12 (worth \$500): The calculation will be based on the best five provincially authorized and/or Board Authorized (BAA) courses completed during the student's Grade 12 year. The calculation will use the final school mark as of June 29th (not the blended mark in the case of Provincially Examinable Courses). To earn the passport in Grade 12, the student must receive their Dogwood Certificate or School Leaving Certificate.

Grade 11 (worth \$250): The calculation will be based on the best six provincially authorized and/or Board Authorized (BAA) courses completed during the student's Grade 11 year. The calculation will use the final school mark as of June 29th (not the blended mark in the case of Provincially Examinable Courses).

Grade 10 (worth \$250): The calculation will be based on the best seven provincially authorized and/or Board Authorized (BAA) courses completed during the student's Grade 10 year. The calculations will use the final school mark as of June 29th (not the blended mark in the case of Provincially Examinable Courses). In addition, eligible students must pass Planning 10.

Further to the above, work habits and/or school community involvement could be used to determine up to 1/3 of the criteria, as per individual school criteria. For students registered in a regular school and a Distance Learning (DL) school in September, the two schools will discuss with each other whether the student in question has met all the criteria (of both schools) before being awarded a stamp by the "School of Record" (priority school for funding).

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Date adopted: January 10, 2012 Revised:	Reference:
	Supt. Signature:



School District No. 46 (Sunshine Coast)

Administrative Regulations

EDUCATION 1220

POLICY FOR EARNING CREDITS FOR OTHER LEARNING

Refer to policy and procedures in:

- 1) Earning Credit through Equivalency, Challenge, External Credentials, Post-Secondary Credit and Independent Directed Studies. This policy is available at www.bced.gov.bc.ca/policy/policies/earning_credit_through.htm. This policy supports students to earn credits for other learning in the 1995, 2004 and Adult Graduation Programs.
- 2) **Handbook of Procedures for the Graduation Program**, Chapter 2, British Columbia Ministry of Education.

Date adopted: January 25, 2006

Reference: Handbook of Procedures for the Graduation Program (Min. of Ed.)

15 2000

Supt. Signature:

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School District No. 46 (Sunshine Coast)

Administrative Regulations

EDUCATION 1330

SUMMER SCHOOL

- 1. Registration priority will be given to students who have received a failing grade in the course in the immediate year preceding summer school. Students with other circumstances may be considered for enrolment with a written request from the school administration.
- 2. The duration of instruction per day will be 133.6 minutes (the equivalent of a 0.5 F.T.E. teacher) for four weeks.
- 3. Class size will not exceed twenty (20) students per teacher on any one day.
- 4. Teacher's salaries will be 1/200TH of their categories and experience, prorated for F.T.E. worked. Time-in-lieu will not be provided. Payment will occur through a normal payroll and will be added to the teacher's total salary for the year.
- 5. The establishment and continuation of a summer school each year is subject to minimum enrolments.



Page 1 of 1

Date adopted: August 15, 2000	Reference: Board Policy 4.3, 4.4
nada.d.	Supt. Signature: