

**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

**REGULAR BOARD MEETING
REVISED AGENDA**

MEETING DATE: 2012-06-21 **TIME:** 7:30 p.m.

MEETING PLACE: School District No. 36 (Surrey)
District Education Centre
Main Boardroom - Room #2020

1. CALL TO ORDER

- (a) "O Canada"
- (b) Approval of Agenda

2. DELEGATIONS

- (a) Delegation: Surrey Teachers' Association re: Anti-homophobia Policy
- (b) Delegation: CUPE, Local 728 re: Anti-homophobia Policy

3. ACTION ITEMS

- (a) Adoption of Minutes of Regular Board Meeting Held 2012-06-07
- (b) Policy Development and Review Project – Completed Segments
- (c) Report of the 2012/2013 Budget Committee (*to be distributed*)
- (d) District Mission, Vision, Values and Goals 2012/2013
- (e) Achievement Contract 2012/2013 (*to be distributed*)
- (f) Establishment of Parents' Advisory Council – South Surrey / White Rock Learning Centre, Site #592
- Revised (g) **Eligible School Sites Proposal – 2012-2016 Capital Plan**
- (h) Joint Use Agreement - City of Surrey, Re: AJ McLellan Elementary - Site #178
- (i) Joint Use Agreement – City of Surrey, Re: Adams Road Elementary - Site #153
- (j) Joint Use Agreement – City of Surrey, Re: Cambridge Elementary - Site #151
- (k) Joint Use Agreement – City of Surrey, Re: Coast Meridian Elementary - Site #155
- (l) Joint Use Agreement – City of Surrey, Re: Chimney Hill Elementary - Site #165
- (m) Joint Use Agreement – City of Surrey, Re: Hillcrest Elementary - Site #176

REGULAR BOARD MEETING
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MEETING DATE: 2012-06-21

TIME: 7:30 p.m.

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 District Education Centre
 Main Boardroom - Room #2020**

- (n) Joint Use Agreement – City of Surrey, Re: Morgan Elementary - Site #188
- (o) Bylaw #209, Re: Hjorth Road Elementary – Site #001 – Statutory Right-of-Way, City of Surrey (*to be distributed*)

Delete **(p) ~~Bylaw #210, Re: David Brankin Elementary – Site #058 – Statutory Right-of-Way, City of Surrey (to be distributed)~~**

Renumber **(p)** Trustees' Honourarium

4. INFORMATION & PROPOSALS

- (a) Trustee Reports
- (b) Superintendent's Annual Report (*verbal*)
- (c) Report on Changes to Classes Pursuant to Section 76.4 of the *School Act*
- (d) Incoming Correspondence

5. FUTURE BUSINESS

- (a) Items for Future Discussion
- (b) Future Meetings

6. QUESTION PERIOD

An informal question period of up to 30 minutes will be provided immediately following the conclusion of the meeting.

7. ADJOURNMENT

Mission Statement

“Through quality teaching and learning, we commit to engaging our students in their growth as individuals and in their development of the knowledge, skills and attributes necessary to contribute to a healthy, democratic and diverse society.”

Board of Education
of
School District No. 36 (Surrey)

THE PURPOSE OF 'QUESTION PERIOD'

The Board asks that you respect the intent of Question Period.

Question Period is intended:

- to enable members of the community to obtain information or clarification from the Board that cannot be provided by staff.
- to ask a question of the **Board**, not individual Trustees.
- to be limited to one question per person and must be presented in writing on the form provided.

Question Period is NOT intended:

- to be used as a political forum.
- for making speeches or bringing forward a delegation.
- to deal with matters that should properly be dealt with through other channels, such as liaison committees.

We again, respectfully request that questioners be mindful of the Board's policy.



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

**Schedule 1(b)
of the**

**ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: **2012-06-21**

TOPIC: **APPROVAL OF AGENDA OF REGULAR BOARD MEETING**

IT IS RECOMMENDED:

THAT the agenda of the Regular Board meeting be approved as circulated.

Enclosures:

Submitted by:

W.D. Noye, Secretary-Treasurer

Approved by:

M.A. McKay, Superintendent



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

**Schedule 3(a)
of the**

**ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: 2012-06-21

**TOPIC: ADOPTION OF MINUTES OF REGULAR BOARD MEETING
HELD 2012-06-07**

IT IS RECOMMENDED:

THAT the Minutes of the Regular Board meeting held 2012-06-07 be adopted as circulated.

Enclosures:

Submitted by: _____

W.D. Noye, Secretary-Treasurer

Approved by: _____

M.A. McKay, Superintendent

MINUTES OF A REGULAR MEETING OF THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 36 (SURREY) HELD IN ROOM #2020 AT THE DISTRICT EDUCATION CENTRE ON THURSDAY, JUNE 7th, 2012 AT 7:30 P.M.

IN ATTENDANCE

Trustees

L. McNally, Chairperson
S. Wilson, Vice Chairperson
T. Allen
C. Dobie (part)
L. Larsen
R. Masi

Staff

M. McKay, Superintendent
W. Noye, Secretary-Treasurer
S. Cohen, Deputy Superintendent
L. McCuaig, Executive Assistant

Absent

P. Glass

[1] **CALL TO ORDER**

Chairperson McNally called the meeting to order at 7:30 p.m.

Chairperson McNally advised that Trustee Dobie would be joining the meeting a bit later as she was representing the Board at a graduation ceremony and Trustee Glass was ill.

Presenters & Staff:

In addition to the Table Officers named above, the following presenters and staff were in attendance at the meeting:

Jewel Bondar, Principal, Cloverdale Learning Centre; Patti Dundas, Assistant Secretary-Treasurer; Kerry Magnus, Associate Director, Business Management Services and Dave Paul, Assistant Superintendent.

(a) **"O Canada"**

Trustees, Administration and the audience sang "O Canada".

(b) **Approval of Agenda of Regular Board Meeting**

It was requested that the agenda be amended to add item 3(f) *Report of the Public Relations Committee, Re: School Naming*.

Cont'd...

It was moved by Trustee Allen, seconded by Trustee Wilson:

THAT the agenda of the Regular Board meeting be approved as amended.

CARRIED

(c) Presentation: Cloverdale Learning Centre – Documentary Film Project

Jewel Bondar, Principal, Cloverdale Learning Centre, provided Trustees with information regarding the documentary film project called Digital Filmmaking Bootcamp offered by the Learning Centres in the school district. A grant from a business development fund sponsored the project. Pacific Cinematheque assisted with the project. A general theme of ethical living was assigned for the project. The students produced 8 documentary short films of approximately five minutes each.

Students from the Cloverdale Learning Centre presented their film titled “The Occupation”; a short documentary film about the “Occupy Vancouver” movement to protest against corporate greed.

Students from the Guildford Learning Centre presented their film titled “Personal Perspective”; a short documentary film about various types of addiction and their impact on the addict as well as their families.

Trustee Dobie arrived to the meeting at 7:52 p.m.

[2] DELEGATIONS

No items.

[3] ACTION ITEMS

(a) Adoption of Minutes of Regular Board Meeting Held 2012-05-17

It was moved by Trustee Allen seconded by Trustee Masi:

THAT the Minutes of the Regular Board meeting held 2012-05-17 be adopted as presented.

CARRIED

(b) Capital Project Bylaw No. 108850 – Clayton East Area Elementary – Site #201 – New School, Including Neighbourhood Learning Centre

It was moved by Trustee Allen, seconded by Trustee Wilson:

THAT Capital Project Bylaw No. 108850 be given three (3) readings at this meeting.

CARRIED

It was moved by Trustee Wilson, seconded by Trustee Larsen:

THAT Capital Project Bylaw No. 108850 be approved as read a first time.

CARRIED

It was moved by Trustee Masi, seconded by Trustee Wilson:

THAT Capital Project Bylaw No. 108850 be approved as read a second time.

CARRIED

It was moved by Trustee Wilson, seconded by Trustee Dobie:

THAT Capital Project Bylaw No. 108850 be approved as read a third time and finally adopted.

CARRIED

(c) Capital Project Bylaw No. 108852 – South Newton East Area Elementary – Site #211 – New School, Including Neighbourhood Learning Centre

It was moved by Trustee Allen, seconded by Trustee Wilson:

THAT Capital Project Bylaw No. 108852 be given three (3) readings at this meeting.

CARRIED

It was moved by Trustee Masi, seconded by Trustee Wilson:

THAT Capital Project Bylaw No. 108852 be approved as read a first time.

CARRIED

It was moved by Trustee Wilson, seconded by Trustee Allen:

THAT Capital Project Bylaw No. 108852 be approved as read a second time.

CARRIED

It was moved by Trustee Larsen, seconded by Trustee Wilson:

THAT Capital Project Bylaw No. 108852 be approved as read a third time and finally adopted.

CARRIED

-
- (d) Capital Project Bylaw No. 115995 – Panorama Ridge Secondary – Site #032 – Addition, Including Neighbourhood Learning Centre

It was moved by Trustee Wilson, seconded by Trustee Allen:

THAT Capital Project Bylaw No. 115995 be given three (3) readings at this meeting.

CARRIED

It was moved by Trustee Wilson, seconded by Trustee Masi:

THAT Capital Project Bylaw No. 115995 be approved as read a first time.

CARRIED

It was moved by Trustee Allen, seconded by Trustee Dobie:

THAT Capital Project Bylaw No. 115995 be approved as read a second time.

CARRIED

It was moved by Trustee Allen, seconded by Trustee Wilson:

THAT Capital Project Bylaw No. 115995 be approved as read a third time and finally adopted.

CARRIED

- (e) Capital Project Bylaw No. 109840 – Fraser Heights Secondary – Site #141 – Addition, Including Neighbourhood Learning Centre

It was moved by Trustee Allen, seconded by Trustee Masi:

THAT Capital Project Bylaw No. 109840 be given three (3) readings at this meeting.

CARRIED

It was moved by Trustee Masi, seconded by Trustee Larsen:

THAT Capital Project Bylaw No. 109840 be approved as read a first time.

CARRIED

It was moved by Trustee Wilson, seconded by Trustee Larsen:

THAT Capital Project Bylaw No. 109840 be approved as read a second time.

CARRIED

It was moved by Trustee Dobie, seconded by Trustee Allen:

THAT Capital Project Bylaw No. 109840 be approved as read a third time and finally adopted.

CARRIED

(f) Report of the Public Relations Committee, re: School Naming

Vice Chairperson Wilson, as Chair of the Public Relations committee provided Trustees with information on the selection process for naming new and replacement schools.

It was moved by Trustee Wilson, seconded by Trustee Dobie:

THAT the Clayton East Area school (Site #201) located at 6887 – 194A St., scheduled to be open in 2014 be named “**Katzie Elementary**” and;

THAT the Grandview Heights NW Area school (Site #202) located at 2828 – 159 St., scheduled to open in 2014 be named “**Sunnyside Elementary**” and;

THAT the South Newton Area school (Site #211) 6287 – 146 St., scheduled to open in 2014 be named “**Goldstone Park Elementary**” and;

THAT the former Discovery School (Site #074) 13104 – 109 Ave., be renamed “**City Central Learning Centre**”.

CARRIED

[4] **INFORMATION AND PROPOSALS**

(a) Trustee Reports

Trustees reported on their activities since the last Board meeting.

(b) Progress Report – Active Capital Projects

Trustees received a progress report regarding active capital projects.

(c) Policy Development and Review Project – Completed Segments

Trustees received information on the draft revisions and proposed changes to policies. The policies will be brought to the next meeting for formal consideration.

(d) Incoming Correspondence

There were no correspondence items requiring Trustees' attention.

[5] **FUTURE BUSINESS**

(a) Items for Future Discussion

Trustees made note of topics requiring discussion by the Board in the future on the agenda administrative memorandum schedule.

(b) Future Meetings

Trustees made note of future meetings outlined on the agenda administrative memorandum schedule.

[6] **QUESTION PERIOD**

An informal question period of up to 30 minutes will be provided immediately following the conclusion of the meeting.

[7] **ADJOURNMENT**

It was moved by Trustee Wilson, seconded by Trustee Masi:

THAT the Regular meeting of the Board be adjourned at 8:20 p.m.
CARRIED

L. McNally
Chairperson

W. Noye
Secretary-Treasurer

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(b)

of the
ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: 2012-06-21

TOPIC: POLICY DEVELOPMENT & REVIEW PROJECT – COMPLETED SEGMENTS

The Board established review of Board policies and regulations for currency and completeness, as one of its Financial Management and System Accountability Goals and Objectives for the 1998/99 school year. This goal remains a very high priority for the Board in its role of governance.

Administration, on behalf of the Board, undertook a major review of various Board policies in the 1998/99 school year. The Board continues to conduct significant policy review on an annual basis as an essential part of governance to ensure the effective, efficient and economical delivery of educational and administrative programs and services to students. Trustees and many administrative staff members have contributed to this necessary and essential review.

The review process has included re-identifying the initiation, development and amendment processes for policies and regulations that were established many years ago. Communication with staff regarding this process has greatly increased awareness of the many steps involved in the consultative approach that the Board established.

Draft revisions and proposals for policies were reviewed by Trustees at an in-service session on 2012-05-14. Trustees continue to work with senior administration and constituency groups to review and update policies for appropriateness, currency and completeness. This process continues to provide valuable insights and wisdom for the improvement of the policy development process and the renewal of existing policies.

The attached policies were presented to Trustees for information on 2012-06-07.

MEETING DATE: 2012-06-21

SCHEDULE: 3(b)

TOPIC: **POLICY DEVELOPMENT & REVIEW PROJECT
COMPLETED SEGMENTS**

RECOMMENDATION:

THAT the Board approve the following revised policies and regulations:

- (a) Policy #2300 School District Signing Authority
- (b) Policy #2400 School Board Meetings & Trustee In-service Sessions
- (c) Policy #2925 Trustees – Provision of Resources
- (d) Policy #4410 Travel Expense Reimbursement
- (e) Policy #5702 DELETE – Recycling & Disposal of Consumable Learning Resources
- (f) Policy #5809 Personal Property Brought to School District Premises
- (g) Policy #5810 Risk Management of Assets & Legal Liabilities
- (h) Policy #5815 Risk Management – Incident Reports
- (i) Policy #9410 Safe & Caring Schools
- (j) Reg. #9410.1 *Safe & Caring Schools*
- (k) Policy #9801 DELETE – Care of Textbooks, Library Books and Other Resource Materials Assigned to Schools
- (l) Policy #10400 Community use of Facilities & Grounds Outside of School Hours
- (m) Policy #10770 Research in Schools
- (n) Policy #10900 Anti-Discrimination & Human Rights
- (o) Reg. #10900.1 *Anti-Discrimination & Human Rights*

Enclosures:



Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

SCHOOL DISTRICT NO. 36 (SURREY)

No. 2300

POLICY: SCHOOL DISTRICT SIGNING AUTHORITY

1. CORPORATE SEAL

The authorized signing officers for execution of all legal documents requiring the Corporate Seal shall be:

The Chairperson or Vice-Chairperson of the Board, together with the Secretary-Treasurer or the Assistant Secretary-Treasurer.

2. OFFICIAL SIGNATURES

The official signing officers of the Board, for the purpose of executing documents that commit the Board to legal contractual obligations, ratified collective agreements, personal contracts of employment, or major construction contracts, shall be the Chairperson and the Secretary-Treasurer. Where necessary, and in cases where the Chairperson and/or the Secretary-Treasurer are/is absent, or unable to sign, the Vice-Chairperson and the Assistant Secretary-Treasurer, may act in their stead in executing documents.

3. AGREEMENTS REQUIRING ONE SIGNATURE

Some agreements require only the signature of one authorized Board official to bind the Board. Examples include offers to purchase or sales of property, new insurance policies and leases. Where a financial commitment is involved in such agreements, the Secretary-Treasurer, or in his/her absence, the Assistant Secretary-Treasurer is authorized to sign on behalf of the Board. Where there is not a financial commitment inherent in the agreement, the Superintendent, the Secretary-Treasurer, the Deputy Superintendent or Assistant Secretary-Treasurer is authorized to sign on behalf of the Board.

Equipment maintenance agreements require only the signature of the authorized department head approved in regulations to bind the Board, as well as, the financial commitment confirmed through the issuance of a purchase order.

Labour agreements involving negotiating collective agreements, letters of understanding, memorandums of agreement, staff secondment agreements, grievance settlements, require the signature of either the Deputy Superintendent, Executive Director, Human Resources, or Director, Labour Relations to bind the Board to the terms of the agreement.

Cont'd

POLICY: SCHOOL DISTRICT SIGNING AUTHORITY

Offers of employment to staff on personal employment contracts will be made by the Superintendent, Secretary-Treasurer or the Deputy Superintendent depending on the position's supervisor. Exempt staff position offers under Board Policy #7610 – *District Administrative Staff Salaries & Benefits* may be presented by the Executive Director, Human Resources, or a designate, after approval of two members of Executive Committee.

4. CHEQUES AND FINANCIAL INSTITUTIONS TRANSFERS

The signature on system produced cheques shall carry the facsimile signatures of the Secretary-Treasurer and the Associate Director, Fiscal Management Services.

Authorization to negotiate financial instruments for deposit with or transfer to the school district's financial institution, to settle financial transactions, to receive financial documentation and to receive financial instruments is provided to any one of the Associate Director, Fiscal Management Services; Assistant Secretary-Treasurer; or Secretary-Treasurer.

Cheques signed manually shall carry the signatures of any two of the Secretary-Treasurer; Assistant Secretary-Treasurer; or Associate Director, Fiscal Management Services.

Manually signed bank transfers between Board financial institution accounts may be authorized by the Secretary-Treasurer; Assistant Secretary-Treasurer; or Associate Director, Fiscal Management Services.

Electronic fund transfers preauthorized by the district's signing authorities and the primary financial institution out of the Board's bank accounts are internally controlled by management of the Finance and Payroll Departments for such things as direct deposit of employees' payroll, electronic payment of accounts payable, pre-authorized cheques, or account adjustments between bank accounts of the School District.

5. PURCHASE ORDERS

Purchase Orders are legal documents which commit the Board to business transactions. The following personnel are authorized to sign Purchase Orders on behalf of the Board to limits as set in regulation:

POLICY: SCHOOL DISTRICT SIGNING AUTHORITY

- Buyers
- Assistant Manager, Purchasing
- Manager, Purchasing
- Assistant Secretary-Treasurer
- Secretary-Treasurer

The signature on system-produced purchase orders shall carry the facsimile signature of the Manager, Purchasing or his/her designate. The signed purchase order represents a confirmation by the signatory that all required approvals have been obtained and are affixed to the Purchase Requisition. Purchase Requisitions are the source document for Purchase Orders and are filed and maintained by the Purchasing Department for internal and external audit purposes.

6. FORMAL PRICE REQUESTS

Requests for Proposals, Requests for Information, Requests for Quotations, Tender Calls, and similar formal procurement price request documents will be signed by the originating department head and will be signed on behalf of the Board by one of the following: Manager, Purchasing; Assistant Secretary-Treasurer, or Secretary-Treasurer up to the limits set by regulation.

7. FINANCIAL REPORTS ON CONTRACTS OR AGREEMENTS

Financial reports required by official contracts or agreements between the Board and other parties through which funding has been received may be signed by any of the following: Associate Director, Fiscal Management Services; Assistant Secretary-Treasurer, or Secretary-Treasurer.

8. TAXATION & REMITTANCE REPORTING

Reports required by taxation authorities and reports on remittance of funds may be signed on behalf of the school district by:

POLICY: SCHOOL DISTRICT SIGNING AUTHORITY

Payroll:

Manager

Senior Manager

Fiscal Management Services:

Assistant Manager

Senior Manager

Associate Director

Assistant Secretary-Treasurer

Secretary-Treasurer

9. INSURANCE CLAIMS & POLICY RENEWALS

The Director, Risk Management and Audit Services; Assistant Secretary-Treasurer; or Secretary-Treasurer are authorized to sign insurance claims and policy renewals on behalf of the Board.

10. FLEET INSURANCE CERTIFICATE

In addition to the Board's official signatories under Item 3, the Manager, Transportation Services, is authorized to sign the vehicular insurance certificates for fleet insurance purposes.

11. LEGAL REPRESENTATION

Engagement of legal representation and arbitrators, requires the approval of the Superintendent or Secretary-Treasurer, when the costs exceed the limit set in regulation.

Revised:

Revised: 2010-06-24

Revised: 2001-06-28

1997-07-08

Adopted: 1990-11-22

SCHOOL DISTRICT NO. 36 (SURREY)

No. 2400

POLICY: SCHOOL BOARD MEETINGS & TRUSTEE IN-SERVICE SESSIONS

1. DAY, TIME & PLACE OF MEETINGS

- 1.1 Regular Board meetings shall be held in the Board Room of the District Education Centre at 7:00 p.m. at least once per month, with the exception of July and August.

In a year when there is a general school election, an Inaugural Meeting shall be held on the Thursday following the first Monday after December 1. Additional meetings may be scheduled as needed. Regular Board meetings are open to staff, students and the public.

- 1.2 Special In-Camera Board meetings for the purpose of dealing with personnel, property and other confidential matters shall be held at the call of the Chairperson, and will normally commence at 6:00 p.m., preceding the Regular Board meetings listed in 1.1 above. As it is the opinion of the Board that the public interests so require, all persons other than Board members and officers shall be excluded from such special meetings.
- 1.3 Other Special Board Meetings may be called by the Chairperson as required and an agenda will be provided in advance, when possible. Preference shall be given to Thursday evenings on which Regular Board meetings are not held and such meetings may, or may not, be "closed" meetings.
- 1.4 A special Trustee In-Service session will be held at least once per month. This will be in the nature of an informal discussion session with the Superintendent of Schools setting the dates and agenda in consultation with the Board.

2. LENGTH OF MEETINGS

All Regular Board meetings and Special (In-Camera) meetings described in 1.1 and 1.2 shall adjourn by 10:00 p.m. unless, in either case, the time limit is extended to 10:30 p.m. by a two-thirds majority vote, and beyond 11:00 p.m. by unanimous consent of all Trustees present. Adjournment time for special Board meetings, referred to in 1.3 above, shall be as determined by those members present.

Cont'd...

**POLICY: SCHOOL BOARD MEETINGS & TRUSTEE
IN-SERVICE SESSIONS**

3. AGENDA

- 3.1 The agenda for both Regular and Special (In-Camera) Board meetings shall be prepared by the Secretary-Treasurer and reviewed by the Board Chairperson or Vice Chairperson.
- 3.2 The agendas for Regular and Special (In-Camera) Board meetings shall be delivered to all Trustees not later than the Monday preceding the meeting date. The agendas for other Special Board meetings scheduled for Thursdays that are not Regular Board meeting nights shall be delivered by the preceding Monday and in all other cases, as soon as is possible prior to the meeting.
- 3.3 Items to be considered for the agenda of Regular Board meetings must be submitted to the Secretary-Treasurer by 8:00 a.m. on the Thursday preceding the meeting.
- 3.4 Only those items included on the agenda shall be considered by the Board unless two-thirds of the number of trustees present agree to consider additional items.
- 3.5 Written reports submitted by Trustees shall be attached to the Board meeting agenda kits.
- 3.6 Under the "Trustee Reports" agenda section, reports will only be given on meetings of organizations to which Trustees have been appointed by the Chairperson as delegates or representatives. Reports may include such functions and events within and outside of the school district where the Trustee was representing the Board. Each Trustee report will be limited to three (3) minutes. It is suggested that Trustees only acknowledge their attendance at meetings, functions and events previously reported on by other Trustees.
- 3.7 Newly hired senior district administrative personnel who have considerable contact with Trustees, will be formally introduced to Trustees at a Regular Board meeting.

**POLICY: SCHOOL BOARD MEETINGS & TRUSTEE
IN-SERVICE SESSIONS**

4. PROCEDURE

- 4.1 *Robert's Rules of Order* shall be used in conducting all Board meetings. Where a Board member abstains from voting, reasons for such abstention must be given if requested by other Trustees.
- 4.2 All Regular Board meetings will commence with the singing of the Canadian national anthem, *O Canada*.

5. MINUTES

- 5.1 The minutes shall record the names of Trustees voting in a minority and/or the names of Trustees abstaining from a vote on any motion.
- 5.2 Verbal reports made by Trustees shall not be recorded in the minutes of Board meetings unless the Board takes special action as a result of such reports.

6. CONDUCT OF BOARD MEETING ATTENDEES

- 6.1 The School Board expects all persons attending meetings of the School Board to conduct themselves in a respectful manner.
- 6.2 The School Board supports and endorses the values and objectives of the *Human Rights Code* and specifically section 7 of the Code which prohibits persons from publishing statements which indicate an intention to discriminate against another person or group or which are likely to expose a person or group of persons to hatred or contempt, because of race, colour, ancestry, place or origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or group.
- 6.3 The School Board supports and endorses the values expressed in the *Canadian Charter of Rights and Freedoms*, and specifically the fundamental freedom of thought, belief, opinion and expression guaranteed by section 2 of the Charter. These rights and freedoms, however, must be balanced with the School Board's commitment to Section 7 of the *Human Rights Code*.
- 6.4 Pursuant to those values and objectives, the School Board expects all persons granted delegation status to provide a reasoned,

**POLICY: SCHOOL BOARD MEETINGS & TRUSTEE
IN-SERVICE SESSIONS**

meaningful presentation which addresses the subject matter of their application. Delegations are reminded that their presentations should not address other matters.

- 6.5 A person who engages in improper conduct at a board meeting (e.g. disrespectful conduct, conduct which disrupts or interferes with the proceedings of the Board) may be expelled from the meeting by the Board Chair or other member presiding at the meeting. Public statements which are contrary to Section 7 of the *Human Rights Code* will not be tolerated and a person who engages in such discriminatory conduct may be subject to immediate expulsion (public statements include both oral statements made in public at a board meeting and written statements distributed to the public at a board meeting).
- 6.6 A person in attendance at a Board meeting who has reason to believe there has been a contravention of subparagraph 6.5 above, may bring their concern to the attention of the Board Chair or other member presiding by passing a note to any District staff member in attendance at the meeting. The staff member will then promptly bring the concern to the attention of the chair or the presiding board member.

7. RECOGNITIONS

The Board will provide an opportunity, prior to any Special Presentation portion of the agenda, to have individuals, groups and/or organizations recognized for their efforts and work in supporting students or educational programs within the school district. The recognition will be presented by the Chairperson following a brief introduction and background to the recognition.

8. SPECIAL PRESENTATIONS

Prior to the General Presentations section of the agenda, the Board will permit brief Special Presentations which are of great or emergent importance to be made by district staff. These presentations acknowledge effects on students or the quality of education being offered to the students of the school district, and that warrants they should be dealt with at a Regular Board meeting.

**POLICY: SCHOOL BOARD MEETINGS & TRUSTEE
IN-SERVICE SESSIONS**

9. GENERAL PRESENTATIONS

This part of the meeting agenda will provide an opportunity for the Trustees to receive information and updates from district staff regarding the important work being done in schools and throughout the school district.

10. DELEGATIONS

- 10.1 Under normal circumstances a group or individual wishing to speak to the Board shall submit a request addressed to the Secretary-Treasurer of the Board so that it is received at least one week before the Board meeting at which the party wishes to appear. This request will be by phone call or in writing and will contain an outline of the matter(s) to be presented and the name(s) of the spokesperson(s).
- 10.2 The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, after consultation with the Superintendent and/or the Secretary-Treasurer, shall decide whether the request will be granted. In the case of a refusal, the applicant may appeal to the Board in writing by letter addressed to the Secretary-Treasurer of the School District.
- 10.3 Delegations will be placed on the agenda of a Regular Board meeting after 'Call to Order' items and prior to 'Adoption of Minutes' item.
- 10.4 If a written brief is to be presented, the Board would prefer to have it included with the agenda material.
- 10.5 Persons addressing the Board shall limit their presentation and follow-up questions to fifteen (15) minutes.
- 10.6 All remarks and questions, whether from delegates or Board members, shall be directed through the Board Chair. Such remarks and questions shall be pertinent to the topic described in the initial request to appear.
- 10.7 The Board Chair shall determine when sufficient information has been provided by the delegation.

**POLICY: SCHOOL BOARD MEETINGS & TRUSTEE
IN-SERVICE SESSIONS**

10.8 The Board will generally reserve decision on a response to the matter raised by a delegation, until the next Board meeting. If action results, the delegation will be advised when the matter is to be dealt with by the Board.

11. QUESTION PERIODS

11.1 Informal question periods of up to thirty (30) minutes duration will be provided during the same evening on which Regular Board meetings are held each month, after adjournment of the meeting.

11.2 The question period is intended to enable members of the community and executives of the Surrey Teachers' Association and Canadian Union of Public Employees Local 728 to obtain information from the Board that cannot be provided by staff. The question period is not to be used as a political forum, or for furthering presentations by delegations, or to deal with matters that should properly be dealt with through other channels such as liaison committees.

11.3 Individuals in their role as employees of the school district shall channel their questions through an executive member of the employee group to which they belong.

11.4 Persons directing questions to the Board shall do so in writing on the form provided. Written questions may be read by the initiator before being presented to the Board Chairperson. Those directing questions to the Board, shall identify themselves by giving their names and addresses. Each individual shall be limited to one question, as well as one follow up question on the same topic, if clarification is necessary.

11.5 Should a question be asked on topics where Trustees will not have, and cannot be expected to have, information necessary to respond appropriately, a written response will be provided as soon as possible.

**POLICY: SCHOOL BOARD MEETINGS & TRUSTEE
IN-SERVICE SESSIONS**

Revised:
Revised: 2008-05-08
2007-06-28
Reprinted: 2006-05-30
Amended: 1999-11-04
1997-09-11 1989-01-26 1982-01-04
1997-05-08 1987-02-26 1981-12-07
1997-01-09 1985-02-07 1980-10-20
1995-05-25 1985-01-10 1980-02-18
1994-01-13 1983-01-10 1980-02-04
1990-09-20 1982-05-21 1979-12-10
Adopted: 1979-04-02

SCHOOL DISTRICT NO. 36 (SURREY)

No. 2925

POLICY: TRUSTEES – PROVISION OF RESOURCES

Resources Provided for Trustees' Home Office Use

The Board recognizes all Trustees must maintain an office in their home and assigns specific resources to effectively assist them in carrying out their duties and will provide, *if requested*, the following resources to Trustees during their term in office for Board use only:

- Separate residential phone line* (including Internet access)
- Four drawer filing cabinet (school district standard)
- Free-standing storage shelves or a four shelf bookcase
- Weekly home or office courier services within Surrey or White Rock
- Individual voice-mail services at the Board office
- District e-mail service
- Necessary secretarial or photocopying services for Board material
- Personal computer and printer with work station (**school district standard)
- Wireless communication device; (up to two (2) items – cellphone, Blackberry, laptop/notebook, iPad)

Use of Other Resources

Trustees are required to obtain the permission of the Board to access any of the following resources:

- Review of an employee's file
- Use of school district letterhead for external correspondence
- Borrow or purchase materials
- Use of Board equipment other than provided
- The services of a school district employee.

The permission of the Superintendent or Secretary-Treasurer is required for use of the following resources:

- Secretarial services or photocopying material for circulation to external organizations
- Resource services on Board-approved functions.

Cont'd...

POLICY: TRUSTEES – PROVISION OF RESOURCES

- * (Long distance telephone call reimbursement requires name/organization of person called and reason for call.)
- ** Receipt and return of equipment will be documented.

Revised:
Revised: 2008-05-08
2007-06-28
2001-06-28
2000-01-13

Adopted: 1999-02-25

SCHOOL DISTRICT NO. 36 (SURREY)

No. 4410

POLICY: TRAVEL EXPENSE REIMBURSEMENT

1. INTENT

The Board recognizes the need for Trustees and employees to be reimbursed for all reasonable expenses incurred while performing their duties and responsibilities on behalf of the school district.

The Board also supports and encourages Trustees and employees to participate in conferences, seminars, workshops and other programs that contribute to their personal and professional growth as it relates to their roles in the school district.

2. AUTHORITY

The Board delegates the authority to the District Administration to reimburse Trustees and employees for approved expenditures under this policy as prescribed by the schedule of reimbursement. Exceptions to this policy will be discussed by the Superintendent and Secretary-Treasurer, prior to submission for reimbursement.

3. LOCAL TRAVEL

- 3.1 Local travel is deemed to be any travel within the Metro Vancouver and Fraser Valley and does not require formal approval pursuant to section 4.
- 3.2 Expenses claimed under this section of the policy are for local travel, parking, food, non-alcoholic beverages, and gratuities, only.
- 3.3 Local Travel Expense Claim forms are to be submitted monthly, for approval and payment. A separate claim form should be submitted for each calendar month to facilitate claims record keeping and insurance analysis.

4. OUT OF AREA TRAVEL

- 4.1 Out of area travel is deemed to be travel outside of Metro Vancouver and the Fraser Valley.
- 4.2 Formal approval to travel is obtained by an Application For Travel form (AFT) and is required for any of the following:

Cont'd...

POLICY: TRAVEL EXPENSE REIMBURSEMENT

- a. air travel;
- b. a cash advance;
- c. accommodation expense;
- d. event registration paid by the Board; or
- e. travel outside of British Columbia.

4.3 Notwithstanding the above, an AFT is not required for members of senior management (Personal Employment Contracts) who travel to Victoria to meet with government officials or to attend government sponsored information sessions.

5. PRINCIPLES

- 5.1 Formal approval must be obtained prior to arranging authorized travel as defined in this policy.
- 5.2 Travel is to be arranged by the most economical and practical mode giving recognition to the effective use of the traveller's time.
- 5.3 Expense claims will be submitted recognizing the fundamental principle that expenses paid from public funds have been incurred prudently and meet the test of appropriateness and reasonableness.
- 5.4 Travel advances may be obtained from the Finance Department by using the prescribed form a minimum of two weeks prior to departure.
- 5.5 Original expense receipts are required in all cases over \$20 except for kilometrage, meal per diem and the allowance when staying in private accommodations. Credit card vouchers are not considered receipts.
- 5.6 All travel expenses must be claimed using the prescribed Expense Claim forms and must be approved by the traveller's supervisor.
- 5.7 Applications for travel and requests for reimbursement must be submitted as soon as feasible, signed by the applicant's supervisor and account coordinator, contain the appropriate account number and the program agenda attached to permit appropriate processing by the Finance Department.

POLICY: TRAVEL EXPENSE REIMBURSEMENT

- 5.8 All travel expenses outside of Canada will be reimbursed in Canadian dollars, and adjusted by the current exchange rates to reflect Canadian dollar equivalency. When travel in the United States takes place, allowable per diems are applied in U.S. dollars before conversion to Canadian dollars.

6. SCHEDULE OF REIMBURSEMENTS

Local Travel:

6.1 Kilometrage

The kilometrage reimbursement rate will be reviewed annually by the Board. Kilometrage expenses will be reimbursed after submission on the school district's prescribed form to their immediate supervisor for approval.

Trustees will be reimbursed for the following approved travel: Board or Administration committee meetings; school functions or other events involving employees or students of the school district, when attending on behalf of the Board; special official functions (hearings, grievances, other government bodies' meeting, where attendance will benefit the school district); and any other school district related group meeting where it benefits the school district. Home addresses will be the normal base place for travel measurement.

Daily kilometrage will be calculated from the employee's assigned work site or first work location for the day. Travel from home to work and return is not eligible for reimbursement. Part-time teachers and support staff who work at more than one location and who are compensated for travel under contract are not eligible to claim daily kilometrage.

Kilometrage reimbursement will not be paid where specifically excluded from employment contracts.

6.2 "Business Use" Insurance

Employees may be reimbursed for any additional cost for carrying "business use" insurance, in accordance with Regulation #4410.1, Section 2.

POLICY: TRAVEL EXPENSE REIMBURSEMENT

6.3 Vehicle Vandalism Expenses

Where an employee's or Trustee's vehicle has been vandalized by a student at the employee's workplace, during his/her work or at an approved school function, reimbursement may be provided in accordance with Regulation #4410.1, Section 5.

Out of District Travel:

6.4 Accommodation

Only hotel, hotel taxes, hotel parking and business telephone charges are to be claimed under accommodation. Employees are expected to book accommodation at government rates when applicable. The Board will pay an allowance of \$35 per night for accommodation where an employee stays with family or friends.

In all cases, Trustees and employees are expected to travel and lodge using the most economical options, giving fair consideration to travel times and proximity to scheduled events. Sharing accommodation is encouraged and should be reported on the claim for reimbursement.

Reimbursement for accommodation while attending local functions (within the Metro Vancouver and the Fraser Valley) will not normally be approved, as it is expected that attendees will arrange to travel from home each day. Exceptions for local accommodations must be pre-approved by the Secretary-Treasurer and Superintendent or Deputy Superintendent.

6.5 Meals

Trustees and employees may claim a per diem amount up to the following maximums (inclusive of gratuities and taxes):

Breakfast	\$16
Lunch	\$21
Dinner	\$33

Claims for meals for part of the day will be based upon the time away from the district. Meals covered by the conference registration or provided in flight are to be deducted from the meal claim. Any

POLICY: TRAVEL EXPENSE REIMBURSEMENT

exception requires pre-approval by the Superintendent and the Secretary-Treasurer.

An overnight allowance of \$12 is expected to cover personal telephone calls and other incidentals.

6.6 International Travel

Where international travel to locations other than the United States occurs and involves costs significantly greater than the per diem rates established in Section 6.4, the approval of the Superintendent and/or the Secretary-Treasurer will be required. All submitted costs must be documented with original receipts. Should original receipts not be available, the published per diem rates in Section 6.4 will apply.

6.7 Air Travel

Arrangements should be made to secure the most economical and practical mode of travel. Travel on airlines based in Canada, when competitive, will be encouraged. Air travel will be used only when ground travel does not meet the event schedule or the distance or time constraint makes it impractical.

6.8 Car Rentals

Car rentals must be pre-approved by the Secretary-Treasurer or Superintendent.

6.9 Ferry

Ferry fees will be paid based on actual receipted costs.

6.10 Kilometrage

Kilometrage will be reimbursed at the rate set annually by the Board.

POLICY: TRAVEL EXPENSE REIMBURSEMENT

6.11 Parking

Parking will be reimbursed for actual costs over \$20. No receipt is required for costs under \$20.

6.12 Private Transportation

Ground transportation, such as airporter, taxis, and private carrier will be paid based on actual receipted costs.

6.13 Public Transportation

Actual costs for public transportation will be reimbursed for actual costs over \$20. No receipt is required for costs under \$20.

6.14 Road Tolls

Turnpike and highway toll taxes will be paid based on actual receipted costs.

6.15 Registrations

Course/conference registrations requiring pre-payment must be submitted on the Application for Travel form.

Revised:

Revised: 2011-05-19

Revised: 2010-06-24

Revised: 2006-06-29

2004-05-13 (effective 2004-07-01)

2001-06-28

1997-06-26

1993-11-18

1993-10-07

1993-04-08

1992-04-16

1992-03-26

1987-09-24 (effective 1987-11-01)

1985-09-12

X-Ref: Policy 2900

SCHOOL DISTRICT NO. 36 (SURREY)

No. 5702

POLICY: RECYCLING & DISPOSAL OF CONSUMABLE LEARNING RESOURCES



The Board recognizes the desirability of supporting environmentally sound practices and maximizing the utility of all resources in the district and in the community. It is the intent of the Board that district policy and procedures support re-use, recycling and responsible of all print, non-print or media learning resources and other salvageable waste materials of a consumable nature.

The responsibility for achieving this objective is delegated to school and district administrative officers who are responsible for the proper selection, circulation, and disposal of textbooks, recommended learning resources, library books and other consumable resource materials assigned to their schools or facilities. The Board supports the carrying out of this responsibility through the provision of the human and financial resources required.

DELETE POLICY

SUPERCEDED

by

REGULATION #8800.5 – *Reuse & Disposal of Learning Resources*

Adopted: 1992-11-12

SCHOOL DISTRICT NO. 36 (SURREY)

No. 5809

POLICY: PERSONAL PROPERTY – BROUGHT TO SCHOOL DISTRICT PREMISES

1. PERSONAL PROPERTY AT OWNER'S RISK

1.1 The Board will not accept responsibility for loss, damage or theft of any article including, but not limited to, clothing, school supplies, equipment, electronics (e.g., cameras, phones, iPads, notebook, tablet and laptop computers), vehicles or cash not owned by the school district, except as stated herein. Items brought to or left on school district premises are at the owner's risk. It is the owner's responsibility to arrange insurance to cover any loss or damage to personal property brought to school district premises.

2. EXCEPTIONS

2.1 Exceptions to the foregoing are:

- (a) Vandalism to employees' and Trustees' vehicles provided pursuant to Board Policy #4410 – *Travel Expense Reimbursement*, and collective agreements;
- (b) Teaching aids, owned by a teacher, which were brought to school for instructional purposes as defined in the collective agreement between the Board and the Surrey Teachers Association.

3. NOTIFICATION

3.1 Principals are to provide notification to staff, students, parents and users of schools that personal property brought to or left on school district premises is at the owner's risk.

4. AUTHORITY

4.1 The Board authorizes the Secretary-Treasurer, or designate to settle claims arising from the exceptions defined in section 2.

Revised:

Revised: 2007-06-28

1999-07-08

Approved: 1987-04-09

XRef: Policy #4410

Policy #5810

SCHOOL DISTRICT NO. 36 (SURREY)

No. 5810

POLICY: RISK MANAGEMENT OF ASSETS & LEGAL LIABILITIES

1. INTENT

- 1.1 The Board intends that insurance coverage should be arranged to cover Board-owned assets and third party legal liability risk exposures; subject to the reasonableness of insurance costs in relation to the risks of loss.
- 1.2 The Board intends to self-insure schools and operating departments for the deductible portion of losses greater than \$200 of Board-owned assets, with claims being processed in a manner similar to that which would be employed if commercial insurance were applicable.
- 1.3 The Board intends to provide self-insurance coverage for cash only where the cash relates directly to the conduct of the business of the Board which shall be interpreted as cash that is deposited or transferred to a school district bank account; and where the standards for security of cash established pursuant to Board Policy #4900 - *Management of Site Based Funds*, are upheld.

2. AUTHORITY

- 2.1 The Secretary-Treasurer or designate, is authorized and responsible to exercise professional judgement to:
 - (a) Contract for insurance coverage with appropriate terms, conditions and deductibles;
 - (b) Allocate funds for the deductible portion of losses and for self-insurance where it is prudent to do so rather than purchase commercial insurance coverage;
 - (c) Arrange Certificates of Insurance to be issued from or to third parties;
 - (d) Settle claims with claimants and insurers;

Cont'd...

**POLICY: RISK MANAGEMENT OF ASSETS & LEGAL
LIABILITIES**

- (e) Provide schools and operating departments compensation for the deductible portion of losses of Board-owned assets which have been accepted for replacement;
- (f) Coordinate loss prevention programs with insurers; and
- (g) Initiate measures to reduce the Board's risk exposure to losses involving Board-owned assets and third party legal liability.

Revised:
Revised: 1999-07-08
Adopted: 1987-04-09

XRef: Policy #4900
Reg. #4900.1
Policy #5305
Policy #5809

SCHOOL DISTRICT NO. 36 (SURREY)

No. 5815

POLICY: RISK MANAGEMENT – INCIDENT REPORTS

1. INTENT

- 1.1 The Board intends to access the benefit of insurance coverage which it has paid for to recover losses and respond to claims. As a condition of eligibility for insurance coverage is the timely reporting of incidents, claims and losses, the Board intends for such events to be reported to insurers on a prompt basis.
- 1.2 The Board further intends that incidents be reported in order to provide systematic information for developing strategies to minimize the risks of personal injury, property loss and legal claims.

2. DEFINITION

An incident for the purpose of this policy is generally a serious student injury, a loss of school district property, a loss of certain employee property and liability or Human Rights claims against the school district and its trustees, employees, volunteers and Parent Advisory Council members which are subject to coverage by the Schools Protection Program and related insurance policies as further defined by regulation. Injury covered by WorkSafeBC and motor vehicle accidents not involving students are excluded from this definition.

3. AUTHORITY

- 3.1 The Secretary-Treasurer or designate, is authorized and directed to:
 - a) Establish procedures for the timely completion of Incident Reports, their review, retention and filing with insurers; and
 - b) Receive all legal claims and indications of pending legal claims and to notify insurers of them.

Revised:
Adopted: 2000-10-12

X-Ref.: Reg. #5815.1
Reg. #8901.1
Policy #9410
Reg. #9410.1
Policy #9615
Reg. #9615.1
Policy #10305
Reg. #10310.1
Reg. #10313.1

SCHOOL DISTRICT NO. 36 (SURREY)

No. 9801

POLICY: CARE OF TEXTBOOKS, LIBRARY BOOKS, AND OTHER RESOURCE MATERIALS ASSIGNED TO SCHOOLS



Due to the importance of textbooks, library books, and other resource materials as aids in the learning process, and due to the high cost thereof, it is the intent of the Board that pupils and staff demonstrate the intrinsic and monetary value of such materials by ensuring proper care is taken to preserve them, that they may benefit the maximum number of pupils.

The responsibility for achieving this objective is delegated to school administrative officers who are responsible for the proper care and custody of textbooks and recommended learning resources, library books, and other resource materials assigned to their schools. In carrying out this responsibility, the Board authorizes the charging of damages for lost, destroyed or damaged learning materials.

DELETE POLICY

SUPERCEDED

by

REGULATION #8800.4 – *Reuse & Disposal of Learning Resources*

Adopted: 1990-07-05

SCHOOL DISTRICT NO. 36 (SURREY)

No. 10400

POLICY: COMMUNITY USE OF FACILITIES & GROUNDS OUTSIDE OF SCHOOL HOURS

1. INTENT

Under the *School Act*, the Board is obligated to provide facilities and grounds sufficient to conduct K-12 education programs. The conduct of such programs is recognized as the primary purpose of all district facilities and properties.

The Board recognizes, however, that all taxpayers contribute to the cost of constructing and maintaining local facilities and grounds through provincial taxation. Furthermore, it recognizes that taxpayers should not be required to pay further for the construction of additional facilities or grounds. The Board agrees, therefore, to extend to the public the privilege of having access to schools and grounds currently used for K-12 programs. In the event of a violation of this privilege, the Board reserves the right to cancel the use of any school facility, grounds or equipment. Such access, however, is granted provided that community use of school buildings and grounds does not interfere with regular curricular and extra-curricular programming, and that rental charges be assessed as per regulation.

2. SCOPE

District Theatres and the District Education Centre are exempt from this policy and are covered by other policies and regulations. In addition, all use of schools during school hours is exempt from this policy and is covered by other policies and regulations.

Guidelines both in this policy and in other pertinent policies shall set out appropriate obligations to govern usage outside of school hours. Generally, the Board agrees that facilities and grounds will be rented for a variety of recreational and meeting uses in accordance with the spirit and intent of the Canadian Charter of Human Rights and Freedoms. Where there is a reasonable expectation that a confrontation between opposing groups might occur as a result of a rental, however, administration is vested with the authority to approve or deny access to school facilities and grounds.

The Board reserves the right to enter into reciprocal agreements with the City of Surrey (on behalf of Surrey Parks, Recreation & Culture) and with the City of White Rock (on behalf of White Rock Leisure Services) with respect to joint site acquisition, development and maintenance. In addition, the Board reserves the right to enter into agreements with those agencies respecting the cooperative use of facilities and grounds for conducting courses and programs. Financial arrangements for such agreements will be negotiated separately between the participating agencies.

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**POLICY: COMMUNITY USE OF FACILITIES & GROUNDS
OUTSIDE OF SCHOOL HOURS**

3. **AUTHORITY**

The Board assigns the responsibility for the Community Use of Facilities & Grounds policy to the Secretary-Treasurer.

4. **PRIORITY FOR USE**

Allotment of school district facilities and grounds shall be made on the basis of the following priorities:

1. Regular school curricular and organized extra- curricular activities.
2. Adult and continuing education credit course programs, including those co-sponsored by other publicly funded educational institutions.

Where feasible, education programs under the second priority will be held in designated centres. These schools will normally be responsible to undertake their own allocations and booking of space for user groups.

3. Historical user groups, which are defined as those who held a Rental License of a facility or grounds in the year immediately preceding a current application for use. Historical groups have right-of-first refusal for the same area, day and time, provided such group submits a renewal application within district booking deadlines.
4. Surrey Parks, Recreation & Culture and White Rock Leisure Services courses and programs.
5. All other outside groups including non-profit and commercial or "private" ventures.

The above priorities apply, except where a Board approved agreement requires otherwise.

Despite historical rights, any user may be bumped from a particular time, day or facility or grounds based on the above noted priority.

**POLICY: COMMUNITY USE OF FACILITIES & GROUNDS
OUTSIDE OF SCHOOL HOURS**

5. **NEW AND RENEWAL APPLICATIONS**

All new and renewal applications must be made on the appropriate form, and must be submitted to the Facility Rentals Department for Rental License arrangements as per regulation. The Facility Rentals Department will secure the necessary approvals of the Principal/Building Manager for each Facility/Grounds license request.

The Facility/Grounds Rental License is not valid until approved by the appropriate signing authorities of the Board and the user group and the appropriate payment has been received.

The Facility Rental Department may revoke approval of a Facility/Grounds Rental Contract where the user is unable to satisfy concerns expressed by the Principal/Building Manager. Claims of unreasonably revoked approval shall be adjudicated by the Secretary-Treasurer.

6. **USER FEES**

User fees are comprised of five parts: (a) facility and/or grounds rental charges; (b) custodial charges; and (c) security charges; (d) carbon surcharge/taxes and (e) other fees.

User groups will be assessed rental charges as per regulation. Rental charges are set periodically after regular review by the district to reflect community standards in other Lower Mainland public organizations and school districts. The charges are designed to help offset costs of heat, light and water, regular maintenance, administration, and depreciation through use as well as compensating the site for facilitating the access. The portion of the rental charge that is directed to the site for facilitating the access is as per regulation.

Rental rates and charges for custodial and security will vary according to the type of group, its activity, and the facility or grounds used. Rental charges and charges for custodial and security shall be agreed to in writing by the renter(s) before authorization or access is permitted. Where payment is required, it shall be in advance and may include a security deposit.

Failure by user groups to submit appropriate payment may result in the immediate cancellation of facility and/or grounds usage privileges.

**POLICY: COMMUNITY USE OF FACILITIES & GROUNDS
OUTSIDE OF SCHOOL HOURS**

7. WAIVER OF RENTAL FEES

Where a rental group has donated in cash, or in kind, to the school district or a school, or a program, fifty percent (50%) of said donation may be applied as a credit to a rental contract in the subsequent year. Note that the rental credit does not apply to that portion of a donation for which an official donation receipt for tax purposes was issued by the school district.

Rental fees may be waived where there is a pre-existing agreement with the school district, the guidelines for which can be found in Regulation #10400.1.

A request for the waiving of rental fees must be submitted in writing to the Facility Rentals Department for consideration.

8. CONSUMPTION OF ALCOHOLIC BEVERAGES

External user groups may request to serve alcohol at an event where an approved License for Use has been obtained from the Facility Rentals Department. Requests to serve alcohol must be approved by the Secretary Treasurer or designate, in writing, before the rental date. Alcohol may not be served by district, school, PAC or other internal school district user groups.

In addition to approval from the Secretary Treasurer, the Liquor Control and Licensing Act requires users to obtain a Special Occasion License from the RCMP.

Revised:			
Revised:	2007-06-28		
Revised:	2005-06-30	X-Ref:	Policy #6512
	2004-05-13		Policy #6802
	2003-06-30		Policy #10410
	1995-05-25		Policy #10415
	1994-09-22		
	1991-10-10		
	1991-08-29	(Effective 1991-09-01)	
	1989-10-12		
	1988-03-10		
	1986-07-03	(Effective 1986-07-01)	
	1986-02-27		
	1979-02-19		
Approved:	1975-12-01		

POLICY: SAFE & CARING SCHOOLS

1. DISTRICT CODE OF CONDUCT

1.1 The Board is committed to providing safe and caring environments in which all learners can achieve academic excellence, personal growth and responsible citizenship.

1.2 The Board promotes clearly defined behavioural expectations that represent the highest standards of respectful and responsible citizenship and lead to a culture of non-violence among all persons in all schools and at all school-authorized events and activities.

To this end, the Board expects that persons will:

- comply with all applicable federal, provincial and municipal laws, and with district policy and regulations;
- value and encourage learning and working environments that are inclusive and respectful of the diverse individual, collective, social and cultural needs of our community;
- treat one another with dignity and respect;
- refrain from engaging in, or encouraging acts of violence of any form;
- show care and regard for school property and the property of others;
- take appropriate measures to help those in need; and
- respect those in positions of authority.

2. MANAGING STUDENT BEHAVIOUR IN SAFE AND CARING SCHOOLS

2.1 Responsibility for an effective discipline program is shared among many partners including the district, schools, students, parents/guardians, community groups, social agencies and the RCMP. The Board promotes understanding and acceptance of the interactive roles required to achieve safe and caring schools.

POLICY: SAFE & CARING SCHOOLS

2.2 Safe and caring school environments are free of acts of:

- bullying, cyberbullying, harassment, threats, intimidation, verbal or written abuse, racism, homophobia and other forms of discrimination of any kind, including but not limited to, real or perceived socio-economic status, race, skin colour, appearance, ethnicity, sex, gender, disability, sexual orientation, gender identity or expression, religion, culture, age, or any other distinguishing characteristic, or if based on an association with an individual or group with any of aforementioned characteristics;
- any form of violence;
- theft;
- vandalism.

2.3 Safe and caring school environments do not tolerate the presence of:

- intoxicating or banned substances;
- weapons (or replica weapons) and explosives; and
- intruders or trespassers.

3. APPROPRIATE DRESS

- 3.1 Each school shall adopt a dress code that attempts to balance individual liberty, social convention, functionality, community standards and school community values.
- 3.2 Staff and students are expected to dress in ways that are appropriate for their particular roles in the school and that show respect for themselves, for others and for the school.
- 3.3 In the case of student dress, there should be a partnership between student, parent and school that provides sufficient, but not excessive, guidance so students not only dress appropriately, but also learn to make good independent decisions regarding dress.

4. SCHOOL CODE OF CONDUCT

- 4.1 Each school shall establish a School Code of Conduct including statements of expectations regarding student behaviour. These codes of conduct shall be displayed in a prominent area in the school visible to visitors and ambassadors of the school (e.g. coaches, volunteers).

POLICY: SAFE & CARING SCHOOLS

- 4.2 School Codes of Conduct shall be consistent with the *School Act* and relevant district policy and regulation, and shall be developed and reviewed in accordance with Regulation 9410.1 and the Safe and Caring Schools Handbook of Procedures.

5. AUTHORITY TO ACT

- 5.1 Principals and Vice Principals are authorized by the Board under Section 85(2)(c) of the *School Act* to suspend a student from attendance at school in keeping with district policy, regulation and procedures and will make reasonable accommodation to continue the student's education program during the period of the suspension.
- 5.2 Principals and Vice Principals may conduct or authorize a search of a student, personal property or locker if there are reasonable grounds to believe that policy has been or is being violated and that evidence of the violation will be found in the location or on the person of the student searched. The search should be conducted in a sensitive manner and be minimally intrusive.

Revised:
Revised: 2010-06-24
Revised: 2004-05-13
2001-02-22
1999-10-21
1999-06-08
1995-07-06
1993-06-24

XRef: Reg. #9410.1

SCHOOL DISTRICT NO. 36 (SURREY)

No. 9410.1

REGULATION: SAFE & CARING SCHOOLS

The effective management of student behaviour is a necessity to establish safe and caring environments that foster student learning needs. Prevention and intervention strategies applied at the school level and supported at the district level are the foundations of a successful discipline program. Clear policy, regulations and procedures are essential to set standards and provide for consistency among all schools and for all students.

1. RESPONSIBILITIES

1.1 District Responsibilities

The Superintendent or designate shall:

- (a) provide opportunities for district and school staff to acquire the knowledge and skills necessary to develop and maintain a welcoming and safe school environment free of violence, bullying, cyberbullying, harassment, threats, intimidation, verbal or written abuse, discrimination of any kind, including but not limited to, real or perceived socio-economic status, race, skin colour, appearance, ethnicity, sex, gender, disability, sexual orientation, gender identity or expression, religion, culture, age or any other distinguishing characteristic, or if based on an association with an individual or group with any of aforementioned characteristics;
- (b) support schools in developing proactive and responsive interventions to discipline concerns;
- (c) support adherence to a defined range of consequences, including suspension, for offenses outlined in the *Safe and Caring Schools Handbook of Procedures*;
- (d) support and encourage adherence to district and school Codes of Conduct;
- (e) implement the *District Threat Assessment Protocol* as necessary;
- (f) provide a variety of supports and programs for students who require proactive intervention to address behavioural needs;
- (g) take all reasonable steps to prohibit racism, homophobia and other acts of discrimination or intolerance in the school environment;

Cont'd...

REGULATION: SAFE & CARING SCHOOLS

- (h) provide training and support to Principals and Vice Principals regarding legal requirements for search, seizure and securing evidence; and
- (i) maintain and update, as required, the *Critical Incident Resource Guide*, the *Critical Incident Quick Reference* flip chart; and the *Safe and Caring Schools Handbook of Procedures*.

1.2 School Responsibilities

Schools shall:

- (a) promote programs that emphasize early intervention, conflict prevention and intervention, counselling, and human and social skills development;
- (b) establish a Safe School Committee to ensure that school practices and procedures are in place to respond to serious incidents in the school;
- (c) develop guidelines for supervision to ensure the safety of staff, students and visitors at all school-sponsored activities;
- (d) adopt a School Code of Conduct which has been developed cooperatively with staff, students, parents/guardians and the School Planning Council and is reflective of and consistent with the *Safe & Caring Schools Policy* and the district Code of Conduct;
- (e) distribute, display, review and implement the School Code of Conduct in accordance with the procedures and guidelines specified in the *Safe and Caring Schools Handbook of Procedures*;
- (f) establish clear and fair consequences for behaviours in keeping with the code of conduct discipline guide contained in the *Safe and Caring Schools Handbook of Procedures* and take appropriate action based on the circumstances of each incident;
- (g) investigate underlying causes of behavioural incidents and develop a plan to respond to such issues;
- (h) complete Incident Report Forms to record serious incidents;

REGULATION: SAFE & CARING SCHOOLS

- (i) review safety alert system procedures on a regular basis (not less than twice per year) with students, all staff and parents/guardians;
- (j) implement the *District Threat Assessment Protocol* as needed and complete Threat Assessment Report Forms;
- (k) take appropriate steps to prohibit racism, homophobia and other acts of discrimination or intolerance; and
- (l) provide opportunities for school staff to acquire the knowledge and skills necessary to develop and maintain a welcoming and safe school environment free of violence, bullying, cyberbullying, harassment, threats, intimidation, verbal or written abuse, discrimination of any kind, including but not limited to, real or perceived socio-economic status, race, skin colour, appearance, ethnicity, sex, gender, disability, sexual orientation, gender identity or expression, religion, culture, age, or any other distinguishing characteristic, or if based on an association with an individual or group with any of aforementioned characteristics.

2. STUDENT SAFETY AND SECURITY

2.1 Weapons

Students shall not possess or use any weapon on any school premises or at any activity off school premises that is organized or sponsored by a school.

Students shall not possess or use any replica or toy weapon, on any school premises or at any activity off school premises that is organized or sponsored by a school, except as a prop in a theatrical production. If the replica or toy weapon is used in a school theatrical production, it shall be stored appropriately when not required for the production.

Offences involving weapons shall result in severe consequences being imposed consistent with the District-Wide Code of Conduct Disciplinary Guide. Any weapons seized will be considered forfeited and may be provided to the police. When dealing with incidents involving weapons or replicas, Principals and Vice Principals are referred to the *Safe and Caring Schools Handbook of Procedures*.

REGULATION: SAFE & CARING SCHOOLS

2.2 Intoxicating or Controlled Substances

Persons under the influence of intoxicating, banned or controlled substances and persons using, marketing or distributing intoxicating or controlled substances are not allowed on school premises or at any school-sponsored event. A student who is under the influence of, or using, an intoxicating or controlled substance during school hours or at a school-sponsored event is subject to disciplinary procedures as outlined in the *Safe and Caring Schools Handbook of Procedures*.

Any person who is using, marketing or distributing an intoxicating or controlled substance at school or at school-sponsored events will be subject to a wide range of disciplinary actions, including search and seizure and the possibility of criminal charges being laid, depending on the circumstances of the case.

2.3 Authorized School Visitors

The Principal, Vice Principal or Board-approved designate will exercise their right as occupants of school premises under the provisions of *School Act s. 177 Maintenance of Order*. Access to school premises during and after school hours will be governed by *Policy #6513 – Long Term Use and Lease of Active School District Buildings and Sites and Policy # 7260 – Employees' & Visitors' Identification Badges*.

- (a) Schools will prominently display a sign at major entrances directing all visitors to report to the office.
- (b) Authorized visitors are required to report their presence to the office and to wear a district authorized visitor identification badge while on school board premises. All schools will be provided with a sufficient number of district authorized visitor identification badges. Further clarification regarding authorized visitors is provided in the *Safe and Caring Schools Handbook of Procedures*.

2.4 Intruders or Trespassers on School Property

The procedure for dealing with intruders will apply to all school district employees and may be adapted as necessary to ensure that the safety and security of students, staff and property is maintained at school sites and other district locations. Further clarification on dealing with intruders/trespassers is provided in the *Safe and Caring Schools Handbook of Procedures*.

REGULATION: SAFE & CARING SCHOOLS

2.5 Conducting Searches

A Principal or Vice Principal may conduct or authorize a search of a student, personal property or locker if there are reasonable grounds to believe that policy has been or is being violated and that evidence of the violation will be found in the location or on the person of the student searched. The search should be conducted in a sensitive manner and be minimally intrusive. Reasonable grounds for search and seizure and process guidelines are provided in the *Safe and Caring Schools Handbook of Procedures*.

2.6 Police or Other Public Safety Agencies' Involvement in Student Interviews/Investigations

The Principal or Vice Principal will encourage Law Enforcement Agencies to avoid conducting interviews or investigations at schools.

However, it is acknowledged that there will be some situations when interview procedures must take place at the school as a result of specific circumstances including but not limited to concern for the student's safety, need to gather information from a student witness and/or need to interview a student who may be a suspect in a criminal investigation. In such cases, the school will strive to maintain respectful and low profile interactions between students and police/public safety personnel.

Procedures for involving police or other public safety agencies in student interviews/investigations are specified in the *Safe and Caring Schools Handbook of Procedures*.

Revised:
Revised: 2010-06-24
2005-01-04
2004-05-04
2000-10-10
1999-10-21
1999-06-08
1996-06-18
1996-04-30
1993-06-24
1987-02-12

XRef: Policy # 6513
Policy #7260
Policy #9410

SCHOOL DISTRICT NO. 36 (SURREY)

No. 10900

POLICY: ANTI-DISCRIMINATION & HUMAN RIGHTS

PREAMBLE

The Board supports and endorses the values and objectives contained in the *Canadian Multiculturalism Act*, the *B.C. Multiculturalism Act*, the *Charter of Rights and Freedoms* and the *B.C. Human Rights Code*. In recognizing the importance of these values, the school district shall prohibit discriminatory conduct which violates the *B.C. Human Rights Code*.

POLICY

The Board affirms its commitment to the anti-discrimination principles and values contained in the *B.C. Human Rights Code*.

The Board acknowledges the diversity of the Surrey and White Rock communities, and shall not tolerate racism, homophobia or any other form of discrimination within the school district which is contrary to the *B.C. Human Rights Code*.

The Board supports the development and implementation of policies, practices and programs that support the rights and freedoms enshrined in the *B.C. Human Rights Code*, and which promote and foster a learning environment in the school district which emphasizes tolerance, equality, and non-discrimination.

The Board is committed to:

- creating an environment in the school district which promotes non-discrimination consistent with the *Human Rights Code*
- hiring employees on the basis of merit consistent with human rights laws
- providing students with educational programs that will assist them in participating in and contributing to a diverse society
- reducing language and cultural barriers
- communicating effectively with all students, parents, employees and other partner groups in our diverse community

Revised:

Revised: 2001-02-22

1996-04-25

Approved: 1982-11-22

SCHOOL DISTRICT NO. 36 (SURREY)

No. 10900.1

REGULATION: ANTI-DISCRIMINATION & HUMAN RIGHTS

1. APPLICATION OF POLICY

1.1 Prohibited Grounds of Discrimination under the *Human Rights Code*

The *Human Rights Code* provides protection for persons who have historically been discriminated against in our society. The *Code* prohibits discrimination in the provision of accommodation, services and facilities customarily available to the public on the following grounds: race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation.

The *Code* prohibits discrimination in employment on the above grounds and also on the basis of political belief, age or because the person has been convicted of a criminal or summary offence that is unrelated to the employment or intended employment of that person.

1.2 Exceptions under the *Human Rights Code*

The *Human Rights Code* provides for certain exceptions to the above prohibition. The *Code* does not prohibit discrimination in the provision of accommodation, services and facilities customarily available to the public on the basis of sex, if the discrimination relates to the maintenance of public decency or to the determination of premiums or benefits under contracts of life or health insurance, or, on the basis of physical or mental disability, if the discrimination relates to the determination of premiums or benefits under contracts of life or health insurance.

The *Code* also does not prohibit discrimination in employment as it relates to age, to a bona fide scheme based on seniority, or as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan. Additionally the prohibition against discrimination in employment does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational requirement.

2. CONDUCT

All students, employees, contractors, visitors, and other users of School District facilities shall be required to conduct themselves in accordance with

Cont'd...

REGULATION: ANTI-DISCRIMINATION & HUMAN RIGHTS

the Board's commitment to non-discrimination and human rights as set out in Policy #10900 – *Anti-Discrimination & Human Rights*. Conduct which is not consistent with this policy shall not be tolerated by the Board. In order to ensure that the Board's commitment to fostering and promoting non-discrimination and human rights is communicated effectively, the Board shall ensure:

- 2.1 All facility users shall be informed of this policy.
- 2.2 All schools shall include in their school code of conduct clear statements and rules reflecting the Board's commitment as expressed in Policy #10900 – *Anti-Discrimination & Human Rights* to non-discrimination and human rights.
- 2.3 Conduct consistent with this policy is considered to be a term and condition of employment for all staff.
- 2.4 Allegations of discrimination will be reported to the Principal in the case of students, and to the immediate supervisor in the case of employees.

3. PERSONNEL HIRING AND PROMOTION

The Board recognizes that sensitivity to human rights and non-discrimination is an important criterion in personnel selection and promotion decisions. As such, the Board is committed to providing equal employment opportunities consistent with the *B.C. Human Rights Code*. The Board also recognizes that promoting diversity in the hiring of its employees provides positive modelling for students and the community.

- 3.1 School District employees responsible for personnel selection shall be provided, where practicable, with training to enhance their sensitivity to human rights issues, including sensitivity to cross-cultural and multicultural hiring issues.
- 3.2 The School District is committed to ensuring that employees working with students are sensitive to human rights issues generally, and also have the cross-cultural skills necessary to effectively assist students with their educational programs and employment opportunities.

REGULATION: ANTI-DISCRIMINATION & HUMAN RIGHTS

4. CURRICULUM

The Board endorses curricular goals and learning objectives that provide students with the necessary knowledge, skills and attitudes to contribute to a society that is free of discrimination, and which will allow students to deal constructively with intolerance and discrimination that they may encounter in their daily life experiences.

The district is committed to the development and use of instructional materials for use in all appropriate curriculum areas which reflect the history and contributions of minority groups in Canada.

- 4.1 The district shall implement education programs which are directed toward the elimination of racism, homophobia and discrimination in the School District by promoting and encouraging universal recognition of and respect for basic human rights and fundamental freedoms for all.
- 4.2 The district shall support multicultural, anti-racist, anti-homophobic and human rights education infused into curricula.
- 4.3 The district will continue to review new and existing curricula, curriculum materials, and other resources for bias.
- 4.4 The district shall support as appropriate the learning and use of heritage languages in schools.
- 4.5 The district shall provide students with appropriate guidance and career counselling which recognizes the particular needs of diverse community groups.
- 4.6 Teachers are responsible for ensuring that the curriculum materials they use have received appropriate approval, and do not promote discrimination or intolerance contrary to the *B.C. Human Rights Code*.

5. IN-SERVICE ANTI-DISCRIMINATION & HUMAN RIGHTS

The district has a continuing goal, the elimination of racism and discrimination through an effective in-service program that promotes attitudinal change. The Board and employees need to be challenged to find ways to achieve this goal.

REGULATION: ANTI-DISCRIMINATION & HUMAN RIGHTS

In-service should include both teaching and non-teaching staff. When appropriate, parents and the community should participate.

Where feasible, in-service regarding a specific culture should be provided by a person of that culture.

5.1 In-service programs shall include such topics as Multicultural Education Implementation, Anti-Racism, Cross-Cultural Issues, Human Rights, Valuing Diversity and Intervention Strategies.

5.2 Newly hired employees should receive in-service on multiculturalism and human rights.

6. ASSESSMENT AND PLACEMENT OF STUDENTS

The Board expects that decisions regarding student assessment and placement will be based upon bona fide consideration of a student's educational needs, aptitudes and abilities, and it will not tolerate discrimination in the provision of instructional programs and services contrary to the *B.C. Human Rights Code*.

Students from minority groups require particular consideration with respect to assessment, evaluation, reporting, placement, and communications with parents.

6.1 All assessment and placement practices and procedures should be free from ethnocultural bias.

6.2 All parents should be made aware of the appeal procedures available to them regarding student assessment and placement decisions.

7. HOME, SCHOOL AND COMMUNITY RELATIONS

The Board is committed to effective communications among parents/guardians, school and community members. Concerted efforts will be made to consult, inform and involve parents and communities of diverse ethnicities and languages.

7.1 Schools shall include strategies for improving communications and involvement of diverse groups in their school goals.

REGULATION: ANTI-DISCRIMINATION & HUMAN RIGHTS

- 7.2 The district will provide as feasible appropriate interpretation and translation services.

Revised:

Revised: 2001-02-22

Approved: 1996-04-25

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(c)
of the

ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: **2012-06-21**

TOPIC: **REPORT OF THE 2012/2013 BUDGET COMMITTEE**

ALIGNMENT, SUSTAINABILITY AND COHERENCE
SUPPORTING QUALITY IN SURREY SCHOOLS

This Report provides details of the Surrey School District's Annual Budget for the 2012/2013 school year, being brought for the Board's consideration at tonight's meeting. Budget development followed an extensive consultative process including requests, advice and suggestions received by the Board and its staff. Input was provided by many groups and individuals during Community Forums, Liaison Meetings and focus groups with various education partners throughout the school year.

Trustees have considered their budget options in the light of three key principles: alignment, sustainability and coherence. Effective organizations ensure that resources and the related actions are **aligned** with the highest priority work that must be done to meet declared goals. It is also essential that the Board provides support in a way that is **sustainable** over time. There are few initiatives in public education that can make a positive difference if they are in place for one year and then withdrawn the following year due to a lack of ongoing resources. The concept of **coherence** reminds us that the Board's funded priorities should work together, in a sensible, transparent and well-coordinated manner, leaving no doubt about the district's key work and how success will be achieved.

OUR VISION:

School District No. 36 (Surrey) continues to offer a rich diversity of learning experiences enabling our students to achieve excellence in many ways. Our district supports the healthy aspirations of the well educated student and all that it exemplifies. In addition to academic programs, students have many opportunities to excel in the Visual and Performing Arts, Technology, Career Exploration, Physical Education and Athletics, to develop leadership skills and social responsibility and to engage in the study of language and culture. Our schools are committed to providing quality service in responding to the diverse needs of our learners and ensuring that they experience a high quality, well rounded education. Schools strive to fulfill this commitment by working in partnership with parents and the community. The district supports its schools in:

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SCHEDULE: 3 (c)

TOPIC: **REPORT OF THE 2012/2013 BUDGET COMMITTEE**

- Providing Quality Education
- Developing Social Responsible Citizens
- Supporting Our Aboriginal Learners
- Preparing Our Graduates for the Future
- Helping Parents Support their Child's Learning
- Promoting Broader Community Involvement
- Support Professional Learning.

BOARD GOALS

In keeping with its vision to provide quality service to meet the diverse needs of our learners and ensuring that they experience a high-quality, well-rounded education the Board has declared the following as its highest priorities. As always, there is also other key work that continues, focused on supporting success for all learners.

1) We support student success through continued attention to:

- Improving Reading, Writing and Numeracy for all students. Particular emphasis will be placed on supporting Aboriginal students, students who have special needs, English Language Learners and those students who are disadvantaged by poverty or other barriers to learning.
- Providing the necessary training and in-service to build capacity of all educators in the areas of differentiated instruction and quality assessment so they can respond effectively to the diverse needs of students.
- Improving students' attention to physical fitness and their understanding of the factors and decisions that influence healthy living.
- Developing strategies to assist parents in supporting their children's learning.

2) We support schools in their focus on positive citizenship, with a specific emphasis on:

- Socially responsible behaviour
- Safety, well-being and conditions for student success
- Leadership skills in contributing to classroom and community.

3) We continue to focus on improving the six-year completion rate for secondary students by:

- Ensuring appropriate and effective transitions at key points in the K-12 learning journey
- Providing a strong, continuous, coherent emphasis on career and education planning and goal setting

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SCHEDULE: 3 (c)

TOPIC: REPORT OF THE 2012/2013 BUDGET COMMITTEE

- Providing a wide range of alternative pathways leading to school completion.
- 4) **We will continue to work collaboratively with our Community-Schools partners to develop structures and strategies that ensure children are emotionally, socially and physically supported to achieve their full potential, with an emphasis on:**
- Children being ready, able and motivated to learn
 - Parents and caregivers experiencing support and active engagement in a continuum of services addressing their specific needs
 - School personnel engaging and collaborating with community partners to support the learning and development of children.

The Board aligns its personnel and financial resources in support of these goals. It also commits to monitoring and improving all programs and services by ensuring stability and sustainability, fiscal and operational effectiveness, and responsiveness to growth and change.

OPERATING FUND

THE 2011/2012 OPERATING BUDGET

On February 10, 2012 the Board filed a balanced 2011/2012 Amended Annual Operating Budget.

OPERATING GRANTS FOR 2012/2013 BUDGET

The Ministry of Education made a total of \$4.725 billion available to school districts for the 2012/2013 school year for a projected enrolment of 550,800 full time equivalent students (FTEs). Surrey's preliminary grant allocation is \$557.5 million, excluding any possible provincial holdback allocation. The district's preliminary grant is based upon a projection of 70,439 student FTE's for the full year. A detailed distribution of grants and funding rates can be found on the Ministry of Education website www.bced.gov.bc.ca/k12funding/.

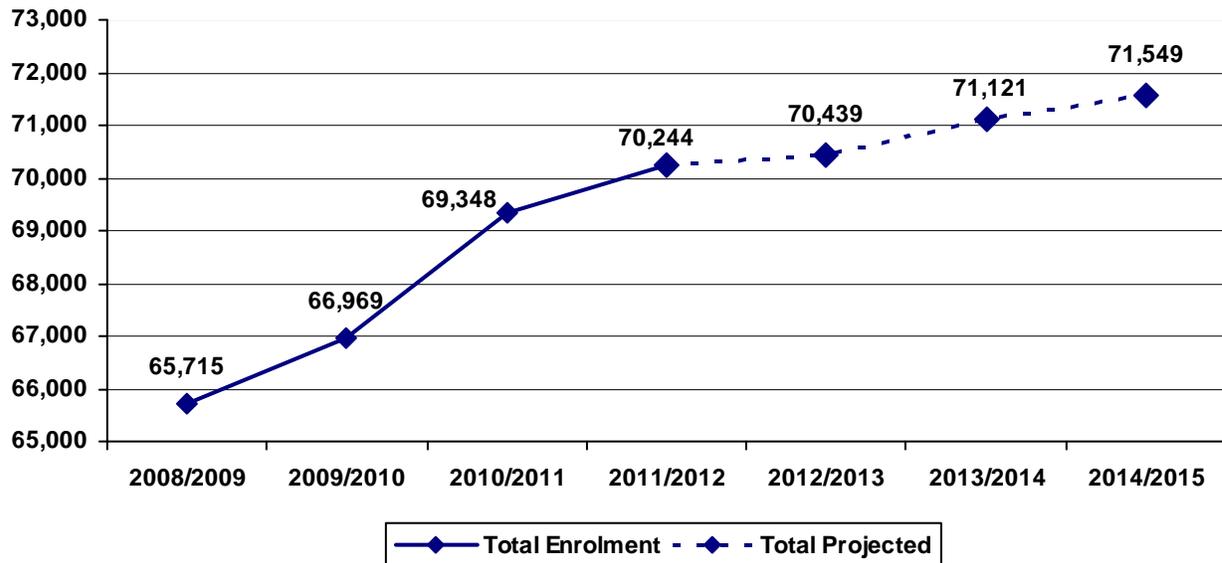
ENROLMENT

Graph 1 shows the change in the total full-time equivalent student enrolment, including school-aged students, adults and distributed learning (Surrey Connect) students for the full year since 2008/2009, as well as projected enrolment for the next few years. Enrolment continues to grow. The projected enrolment growth for 2012/2013 is 195 students FTE.

SCHEDULE: 3 (c)

TOPIC: REPORT OF THE 2012/2013 BUDGET COMMITTEE

Graph 1 - Projected Enrolment



THE 2012/2013 BUDGET

The 2012/2013 Budget Committee began its deliberations early in January and held several meetings in subsequent months. The Budget Committee met with various groups to hear about the educational needs of students in the school district and to better appreciate and understand stakeholders' concerns. The Budget Committee received input from elementary and secondary school administrators as well as from parents and employee stakeholders through group forum discussions. In addition, the Budget Committee received input from stakeholder and community groups on various initiatives to be considered in the development of the Board's budget.

Our current budget challenges are very different from those faced by other school districts. Surrey has benefited from rapidly increasing student enrolment over the past decade and the per pupil funding formula has been helpful during a time of growth. However, with anticipated revenues from student growth increase, it is not enough to maintain the same levels of service year after year.

The Board recognizes that its three-fold strategy (**reduce expenditures, increase operational efficiencies, increase revenues**.) must be manageable and sustainable over the duration of the current economic challenge. There is much more work to be done in reviewing and changing our operating structures so that resources can be reallocated to the Board's highest priorities.

An anticipated budget surplus of \$13.7 million projected for the end of June 2012 will be used to balance the 2012/2013 operating budget. However, the use of surplus funds to

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SCHEDULE: 3 (c)

TOPIC: REPORT OF THE 2012/2013 BUDGET COMMITTEE

support on-going expenditures does create financial challenges that will need to be addressed.

REPORT ON ADMINISTRATION COST REDUCTION

The Board makes every effort to ensure that resources are allocated to support direct services to students. This continues to be recognized within the 2012/2013 operating budget, with reductions focused as much as possible away from direct impact to classrooms. As shown in the tables below, district administration, as a percentage of the total operating budget, continues to be one of the lowest in the province, despite increased student enrolment and additional staffing FTE.

Net Position Control Changes for 2012/2013 Operating Fund

Position Control	2012/2013 Preliminary	2011/2012 Final	Change
Principals and Vice Principals	237	239	(2)
Teachers	3,962	3905	57
Other Professional Staff	91	91	0
Educational Assistants	1,237	1150	87
Support Staff	1,102	1095	7
Total:	6,629	6,480	149

Expenditures by Major Functions within the Operating Fund

Major Functions	2012/2013 Preliminary	2011/2012 Final	Change
Instruction	86.70%	86.44%	+0.26%
District Administration	2.04%	2.22%	-0.18%
Operations and Maintenance	10.40%	10.54%	-0.14%
Transportation and Housing	0.86%	0.80%	+0.06%
Total:	100.00%	100.00%	

SCHEDULE: 3 (c)

TOPIC: REPORT OF THE 2012/2013 BUDGET COMMITTEE

SPECIAL PURPOSE FUNDS

The Board of Education receives restricted funds that are specifically targeted towards various programs or activities. These include Ministry designated activities, such as Annual Facility Grants, Learning Improvement Funds, Community Link Funds, Strong Start, Ready, Set, Learn and Provincial Resource Programs. Other restricted funds include Parent Advisory Councils Funds, Scholarships and other specifically targeted funds. More details of these funds can be found on Schedule 3A.

CAPITAL FUNDS

Schedule 4 outlines the anticipated change in Investment in Capital and Local Capital Reserve funds.

REVENUE & EXPENDITURE BUDGETS

The attached Statements and Schedules provide the revenue and expenditure estimates distributed in accordance with Public Sector Accounting Standards and prescribed Ministry of Education account structure and presentation format.

Statements

- 2 Revenue and Expense
- 4 Change in Net Financial Assets (Debt)

Schedules

- 2 Operating Revenue and Expense
- 2A Operating Revenue by Source
- 2B Operating Expense by Source
- 2C Operating Expense by Function and Program
- 3 Special Purpose Revenue and Expense
- 3A Change in Special Purpose Funds
- 4 Capital Revenue and Expense

SCHEDULE: 3 (c)

TOPIC: REPORT OF THE 2012/2013 BUDGET COMMITTEE

Annual Budget Bylaw No. 1 (Teachers)

IT IS THEREFORE RECOMMENDED:

1. THAT all decisions taken by the 2012/2013 Budget Committee during its deliberations regarding Teacher costs totaling \$ 377,956,549 and summarized in this report, be approved by the Board for implementation.
2. THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 1 (Teachers) be given three (3) readings at this meeting (vote must be unanimous).
 - (a) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 1 (Teachers) be approved as read a first time.
 - (b) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 1 (Teachers) be approved as read a second time.
 - (c) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 1 (Teachers) be approved as read a third time and finally adopted.

Annual Budget Bylaw No. 2 (Unionized Support Staff)

IT IS THEREFORE RECOMMENDED:

1. THAT all decisions taken by the 2012/2013 Budget Committee during its deliberations regarding Unionized Support Staff costs totaling \$129,071,679 and summarized in this report, be approved by the Board for implementation.
2. THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 2 (Unionized Support Staff) be given three (3) readings at this meeting (vote must be unanimous).
 - (a) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 2 (Unionized Support Staff) be approved as read a first time.
 - (b) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 2 (Unionized Support Staff) be approved as read a second time.
 - (c) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 2 (Unionized Support Staff) be approved as read a third time and finally adopted.

MEETING DATE: **2012-06-21**

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SCHEDULE: 3 (c)

TOPIC: **REPORT OF THE 2012/2013 BUDGET COMMITTEE**

Annual Budget Bylaw No. 3 (Other)

IT IS THEREFORE RECOMMENDED:

1. THAT all decisions taken by the 2012/2013 Budget Committee during its deliberations regarding all Other costs totaling \$152,423,982 and summarized in this report, be approved by the Board for implementation.
2. THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 3 (Other) be given three (3) readings at this meeting (vote must be unanimous).
 - (a) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 3 (Other) be approved as read a first time.
 - (b) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 3 (Other) be approved as read a second time.
 - (c) THAT the attached School District No. 36 (Surrey) 2012/2013 Annual Budget Bylaw No. 3 (Other) be approved as read a third time and finally adopted.

Respectfully submitted by:

Trustee Terry Allen,
Committee Chairperson,
2012/2013 Budget Committee
(Committee-of-the-Whole)

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 36 (SURREY)

ANNUAL BUDGET BYLAW No. 1 (Teachers) 2012/2013

A Bylaw of THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 36 (Surrey) (called the "Board") to adopt the annual budget of the Board for the fiscal year 2012/2013 pursuant to section 113 of the *School Act*, R.S.B.C., 1996, c. 412 as amended from time to time (called the "*Act*").

1. The Board has complied with the provisions of the *Act* respecting the annual budget adopted by this bylaw.
2. This bylaw may be cited as School District No. 36 (Surrey) Annual Budget Bylaw No. 1 (Teachers) for the fiscal year 2012/2013.
3. From the attached Schedules are included in the annual budget of the Board for the fiscal year 2012/2013 the expenses shown for Teachers in the amount of \$295,033,437; the Teachers Component of Substitutes in the amount of \$12,870,760; and benefits costs in the amount of \$70,052,352.
4. The Annual Budget Bylaw No. 1 (Teachers) for the 2012/2013 fiscal year is in the total amount of \$377,956,549.

Read a first time the 21st day of June, 2012;

Read a second time the 21st day of June, 2012;

Read a third time, passed and adopted the 21st day of June, 2012.

[SEAL]

Chairperson of the Board

Secretary-Treasurer

I HEREBY CERTIFY this to be a true original of School District No. 36 (Surrey) Annual Budget Bylaw No. 1 (Teachers) 2012/2013, adopted by the Board the 21st day of June, 2012.

Secretary-Treasurer

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 36 (SURREY)

ANNUAL BUDGET BYLAW No. 2 (Unionized Support Staff) 2012/2013

A Bylaw of THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 36 (Surrey) (called the "Board") to adopt the annual budget of the Board for the fiscal year 2012/2013 pursuant to section 113 of the *School Act*, R.S.B.C., 1996, c. 412 as amended from time to time (called the "*Act*").

1. The Board has complied with the provisions of the *Act* respecting the annual budget adopted by this bylaw.
2. This bylaw may be cited as School District No. 36 (Surrey) Annual Budget Bylaw No. 2 (Unionized Support Staff) for the fiscal year 2012/2013.
3. From the attached Schedules are included in the annual budget of the Board for the fiscal year 2012/2013 the expenses shown for Educational Assistants in the amount of \$47,100,061, Support Staff in the amount of \$49,748,883, the CUPE component of Substitutes in the amount of \$7,476,694 and benefits costs in the amount of \$24,746,041.
4. The Annual Budget Bylaw No. 2 (Unionized Support Staff) for the 2012/2013 fiscal year is in the total amount of \$129,071,679.

Read a first time the 21st day of June, 2012;

Read a second time the 21st day of June, 2012;

Read a third time, passed and adopted the 21st day of June, 2012.

[SEAL]

Chairperson of the Board

Secretary-Treasurer

I HEREBY CERTIFY this to be a true original of School District No. 36 (Surrey) Annual Budget Bylaw No. 2 (Unionized Support Staff) 2012/2013, adopted by the Board the 21st day of June, 2012.

Secretary-Treasurer

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 36 (SURREY)

ANNUAL BUDGET BYLAW No. 3 (Other) 2012/2013

A Bylaw of THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 36 (Surrey) (called the "Board") to adopt the annual budget of the Board for the fiscal year 2012/2013 pursuant to section 113 of the *School Act*, R.S.B.C., 1996, c. 412 as amended from time to time (called the "*Act*").

1. The Board has complied with the provisions of the *Act* respecting the annual budget adopted by this bylaw.
2. This bylaw may be cited as School District No. 36 (Surrey) Annual Budget Bylaw No. 3 (Other) for the fiscal year 2012/2013.
5. The Schedules are adopted as the annual budget of the Board for the fiscal year 2012/2013 with the exceptions of all expense items Teachers, Educational Assistants, Support Staff, Substitutes and Employee Benefits Costs in the amount of \$377,956,549 for Teachers and \$129,071,679 for Unionized Support Staff.
6. The Annual Budget Bylaw No. 3 (Other) for the 2012/2013 fiscal year is in the total amount of \$152,423,982.

Read a first time the 21st day of June, 2012;

Read a second time the 21st day of June, 2012;

Read a third time, passed and adopted the 21st day of June, 2012.

[SEAL]

Chairperson of the Board

Secretary-Treasurer

I HEREBY CERTIFY this to be a true original of School District No. 36 (Surrey) Annual Budget Bylaw No. 3 (Other) 2012/2013, adopted by the Board the 21st day of June, 2012.

Secretary-Treasurer



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

**Schedule 3(d)
of the**

**ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: 2012-06-21

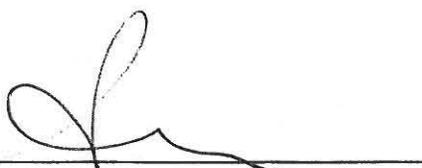
TOPIC: District Mission, Vision, Values and Goals 2012/2013

The Board recently reviewed its Mission, Vision, Values and Goals for 2012/13 and made revisions to reflect the ongoing developments within Surrey Schools, particularly its work with personalized learning and community partnerships. The revised document is attached.

IT IS RECOMMENDED:

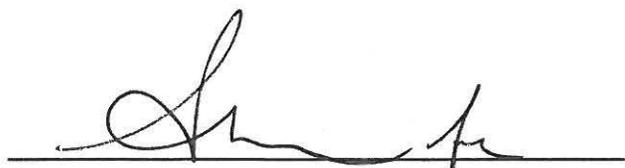
THAT the 2012/13 Mission, Vision, Values and Goals be approved as presented.

Submitted by:



Sharon Cohen, Deputy Superintendent

Approved by:



Mike A. McKay, Superintendent of Schools

Enclosure(s):

The Surrey Board of Education Mission, Vision, Values and 2012/13 Goals

Our Mission:

Through quality teaching and learning, we commit to engaging our students in their growth as individuals and in their development of the knowledge, skills and attributes necessary to contribute to a healthy, democratic and diverse society.

Our Vision:

THE SCHOOLS OUR CHILDREN DESERVE

Our schools are committed to providing quality service in responding to the diverse needs of our learners and ensuring that they experience a high quality, well rounded education. Schools strive to fulfill this commitment by working in partnership with parents and the community. The Surrey School District supports its schools in:

Providing Quality Education

Our district supports the healthy aspirations of the well educated student and all that this exemplifies. We promote the development of students in becoming:

- Creative thinkers, innovators, and problem solvers
- Effective communicators
- Literate and numerate
- Skillful at accessing, evaluating, synthesizing and presenting information
- Effective collaborators
- Socially responsible
- Flexible and able to adapt to change
- Committed to personal health and fitness

Developing Socially Responsible Citizens

Parents, schools, and communities share the responsibility for students' personal development. Socially responsible individuals are able to meet life's challenges with courage, confidence and optimism in a way that conveys respect for themselves and others. Through authentic learning experiences, schools strive to cultivate these attributes which are essential to the development of leadership skills and active participation in a democratic society.

Supporting Our Aboriginal Learners

Aboriginal learners achieve greater success when they feel a strong sense of belonging and a valued place in the school community. Our schools are committed to further developing a deep respect for Aboriginal learners' experiences and for the importance of heritage, extended family, culture and tradition that play such a large part in supporting each learner. Success for Aboriginal students requires a commitment from and collaboration among departments throughout the school district to ensure there are services in place to increase the quality of the learning experiences for our Aboriginal students.

Preparing Our Graduates for the Future

Curiosity, aptitude, and learning preferences play significant roles in students' life choices and career paths. Our schools open "pathways of possibility" for students by providing a broad range of programs and nurturing talents and interests. They are responsive to the changing expectations of and opportunities in the work world.

Helping Parents Support their Child's Learning

Our district sees parent involvement as vitally important to student success. Parents support their child's learning in a variety of ways, which change over the course of the child's experience in school. Evidence indicates that parent involvement must be nurtured and celebrated so that parents recognize themselves as valued partners in the learning process.

- Parents must perceive schools as welcoming environments that support their involvement.
- Sustainable structures must be in place that support an effective working relationship between parents and the school.

Promoting Broader Community Involvement

Schools rely upon the supports of the larger community in order to address the diverse needs of students and their families. They provide services and supports that increase the strength of our communities.

- Partnerships involve shared ownership focused on common goals.
- The development of community is enhanced through the expanded role of the school and its community partners.

Supporting Professional Learning

Student learning and achievement are enhanced by quality teaching and skilful leadership. Professional learning builds individual and system capacity through attention to educational research and focused inquiry. Surrey schools support high quality professional learning that is:

- Focused on student learning.
- Comprehensive and sustained over time.
- Embedded in the daily work of educators.
- Collegial and collaborative.

Our Values and Beliefs:

The Surrey Board of Education assumes its responsibility to provide leadership and direction to School District No. 36 (Surrey). In so doing, the Board subscribes to the following statements of beliefs and guiding principles.

We believe that:

- ✓ schools are for learners
- ✓ education is a shared responsibility among home, school and community

We value:

- ✓ the achievement of success in teaching and learning
- ✓ the accomplishments of our learners
- ✓ the role of parents in the education of their children
- ✓ collaboration and cooperation in setting, achieving and evaluating our stated goals and making adjustments to practice based on results
- ✓ the contributions made by all employees, parents and the community
- ✓ the involvement and support of our diverse communities

We seek to:

- ✓ instill in learners an appreciation of learning as a lifelong process
- ✓ prepare each learner to assume responsible citizenship, community and career roles as adults in society

We commit to:

- ✓ decision-making that is in the best interest of all learners
- ✓ safe and healthy learning environments
- ✓ accountability, both educational and financial
- ✓ being responsive to the needs of our community
- ✓ appropriate and equitable allocation of financial resources

We promote:

- ✓ acceptance and respect for diversity
- ✓ dynamic leadership at all levels of the organization

Our District Goals for 2012/2013

In keeping with its commitment to meet the diverse needs of our learners, the Board declares the following as its highest priorities for 2012/2013. In doing so, the Board acknowledges that there is other ongoing key work focused on supporting success for all learners.

1) We support student success through continued attention to:

- Improving Reading, Writing and Numeracy for all students. Particular emphasis will be placed on supporting Aboriginal students, students who have special needs, English Language Learners and those students who are disadvantaged by poverty or other barriers to learning.
- Providing the necessary professional development to build the capacity of all educators in the areas of differentiated instruction, quality assessment, student engagement, and technology as a transformational tool so they can meet the diverse needs of students.
- Enhancing student, parent and educator commitment to shared ownership of personalized learning
- Increasing students' commitment to physical fitness and their understanding of the factors and decisions that influence healthy living.
- Enhancing strategies to engage parents in supporting their children's learning.

2) We support schools in their focus on positive citizenship, with a specific emphasis on:

- Socially responsible behaviour.
- Safety, well-being and conditions for student success.
- Leadership skills in contributing to classroom and community.

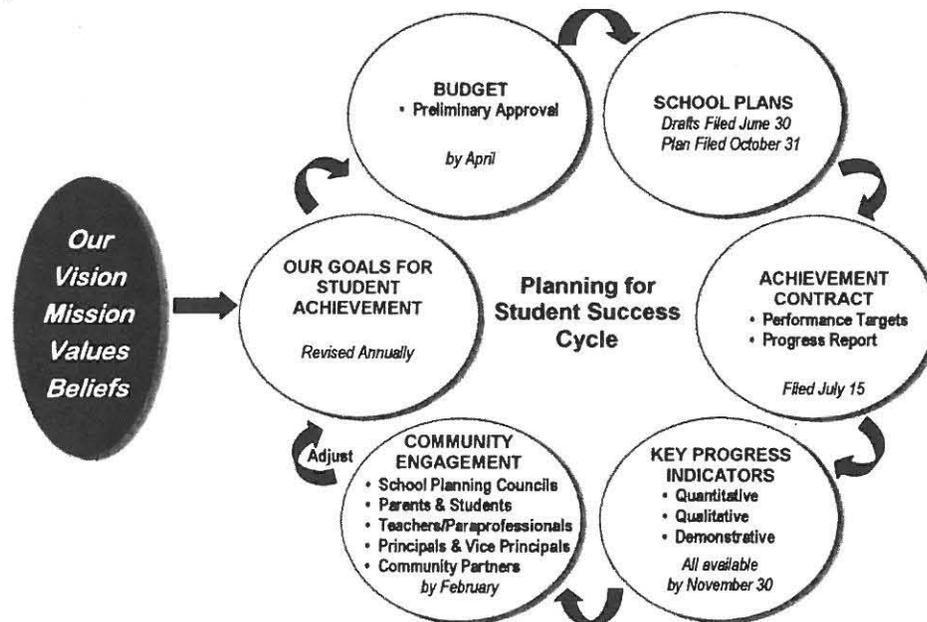
3) We continue to focus on grade to grade transitions and the secondary school completion rate by:

- Ensuring effective, supportive transitions at key points in the K-12 learning journey.
- Providing a strong, continuous, coherent emphasis on career and education planning and goal setting.
- Providing a range of high quality pathways leading to school completion.

4) We continue to work collaboratively with our community partners to further develop strategies that ensure children's emotional, social and physical capacity to achieve their full potential, with an emphasis on:

- Children being ready, able and motivated to learn.
- Parents and caregivers experiencing support and active engagement in a continuum of services addressing their specific needs.
- School personnel engaging and collaborating with community partners to support child learning and development.

Planning for Student Success



Renewing and Affirming Our Vision:

During the spring of 2009 our District engaged with more than nine hundred parents, teachers, students, school administrators and community partners in a process to affirm and renew its vision of what schools need to pay attention to in order to prepare students to have successful, productive and meaningful futures. This work built on the larger, more extensive process that was undertaken during the 2003-2005 school years.

The resulting vision, "The Schools Our Children Deserve" will provide the District and its schools with valuable and necessary guidance as it develops its short and long term goals for improving student achievement. This will assist us in planning for growth and change in an ever changing community and society.

Surrey Board of Education

Terry Allen
Charlene Dobie
Pam Glass
Laurie Larsen
Reni Masi
Laurae McNally (Chair)
Shawn Wilson (Vice Chair)

Process for Establishing School District Goals:

The Surrey School District has established a cyclical process for developing its student achievement goals and planning for improvement which begins with an analysis of student achievement, survey, and demographic data as well as an extensive series of community engagement activities. Activities have included:

- Regional meetings with School Planning Council, and Parent Advisory Council representatives, and
- A series of focus group sessions and liaison meetings involving parents, post-secondary representatives, employee groups, students, members of the business community, and other community partners.

As indicated in the diagram this cycle concludes with the filing of the achievement contract with the Ministry of Education.

The Surrey Board of Education thanks the many people who have participated in the process and have provided much valuable input into the development of the District's 2012/13 goals. More specific information pertaining to the goals may be found on the District's website at www.sd36.bc.ca.

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(e)
of the

ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: 2012-06-21

TOPIC: ACHIEVEMENT CONTRACT 2012/2013

In fulfillment of the Ministry of Education's requirement that all school districts submit Achievement Contracts by July 15th of each year, School District 36 (Surrey)'s contract is being presented to the Board for approval. The contract addresses the following areas:

- The district's main goals for improving student achievement, the indicators used to measure success, and the progress made to date;
- A summary of the key district initiatives that are being or have been put in place in order to support schools and specific groups of students; and,
- The process used to develop the Achievement Contract.

The contract addresses three (3) major district goals for improving student achievement in the areas of: Literacy, Numeracy, and the six year secondary school completion rate. These goals are finding expression in a large number of school plans submitted by School Planning Councils across the district.

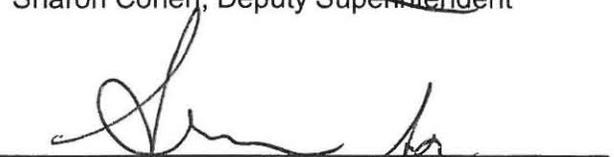
IT IS THEREFORE RECOMMENDED:

THAT the Board approves the Achievement Contract for 2012/2013.

Submitted by:


Sharon Cohen, Deputy Superintendent

Approved by:


Mike A. McKay, Superintendent of Schools

Enclosure(s):



BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(f)
of the

ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: 2012-06-21

TOPIC: **ESTABLISHMENT OF PARENTS' ADVISORY COUNCIL –
SOUTH SURREY / WHITE ROCK LEARNING CENTRE, SITE
#592**

In accordance with Policy #10300 - *Parents' Advisory Council*, the South Surrey / White Rock Learning Centre – Site #592, has created a Parents' Advisory Council.

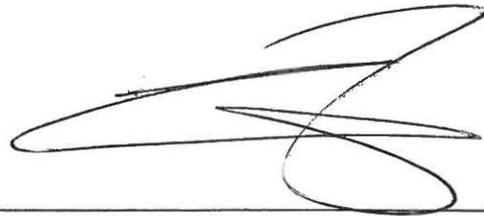
IT IS THEREFORE RECOMMENDED:

THAT the Board formally recognize the establishment of a Parents' Advisory Council at the South Surrey / White Rock Learning Centre – Site #592.

Enclosures:

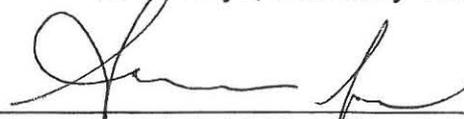


Submitted by:



W. D. Noye, Secretary-Treasurer

Approved by:



M. A. McKay, Superintendent



**APPLICATION FOR ESTABLISHMENT
OF A SCHOOL PARENTS' ADVISORY COUNCIL**

Secretary-Treasurer
School District No. 36 (Surrey)
14225 - 56 Avenue
Surrey, BC V3X 3A3
(Courier #441)

School Name: South Surrey/White Rock Learning Centre

PAC Name SSLC Parent Advisory Council

Parents' Advisory Council Executive:

President: Justine Temple

Secretary/Treasurer: Wendy Gorrie

This group is the recognized school Parent's Advisory Council.

Principal's signature:

Date:

2012-June-06

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(g)

of the
ADMINISTRATIVE MEMORANDUM
(REGULAR)

MEETING DATE: 2012-06-21

TOPIC: **ELIGIBLE SCHOOL SITES PROPOSAL -
2012-2016 CAPITAL PLAN**

The Eligible School Site Proposal is a required component of the Capital Plan submission, which must be passed annually by Board resolution and referred to local governments in the District for acceptance pursuant to the **Local Government Act**.

The Eligible School Site Proposal involves extensive consultation with the City of Surrey and the City of White Rock. Both municipalities provide revised 10-year projections for residential development consistent with their Official Community Plans, Regional Context Statements and Neighbourhood Concept Plans. Based on that work, the information provided by City staff was used to project the number of eligible school age children which would be generated by growth and to estimate the number of eligible school sites required by the School District, including approximate number, location and cost of school sites to be included in the 2012–2016 Capital Plan.

It is noted that the Ministry of Education has, to date, approved 16 eligible school site acquisitions since the inception of the Eligible School Site Proposal process in 2001. Site acquisition projects that have received funding approval (for capital plan years 2001 through 2011) are not included in the 2012-2016 Eligible School Site Proposal.

Appraisals have been conducted to provide a time adjusted market analysis of the bare land cost of school sites and to estimate the cost increase of off-site work for future school sites. These estimates, together with recent appraisals conducted for acquisition of approved sites, were used to calculate revised bare land and serviced land cost estimates for future eligible school sites. These costs are shown in Schedule B.

There will be no change to the School Site Acquisition Charge (SSAC) bylaw rate applied to new development units, based on calculations consistent with Provincial School Site Acquisition Charge Regulations. The SSAC bylaw rate is currently set at the maximum allowed by the Local Government Act and Provincial Regulations.

The following information has been considered:

1. The Eligible School Site Proposal projections have been discussed with planning department staff for the City of Surrey and the City of White Rock. Municipal staff have provided updated growth projections for the period 2012 to 2021 based on the latest demographic data and market trends for housing (Schedule 'A').

(Continued)

MEETING DATE: 2012-06-21

SCHEDULE: 3(g)

TOPIC: **ELIGIBLE SCHOOL SITES PROPOSAL -
2012-2016 CAPITAL PLAN**

- 2. A projection of the number of additional school age children, as defined in the *School Act*, generated by the projected eligible development units for the period 2012 to 2021 has been revised based on the new projections provided by the City of Surrey and the City of White Rock (Schedule 'A').
- 3. The approximate size and the number of school sites required to accommodate the number of children projected (Schedule 'B').
- 4. The approximate location and value of school sites (Schedule 'B').

The following motion is recommended:

THAT WHEREAS the Board of Education of School District No.36 (Surrey) has consulted with the City of Surrey and the City of White Rock on these matters;

THEREFORE BE IT RESOLVED THAT based on information from local government, the Board of Education of School District No.36 (Surrey) estimates that there will be 40,534 development units constructed in the school district over the next 10 years (Schedule 'A' – Table 2); and

THAT these 40,534 new development units will be home to an estimated 12,259 school age children (Schedule 'A' – Table 3); and

THAT the School Board expects 3 new school sites and 2 site expansions, over the ten-year period, will be required as the result of this growth in the school district and the site acquisitions will be located as presented in Schedule 'B'; and

THAT according to Ministry of Education site standards presented in Schedule 'B' these sites will require in total 11 hectares (approx. 28 acres). These sites should be purchased within ten years and, at current serviced land costs, the cost is estimated at \$24.85 million; and

THAT the Eligible School Sites Proposal as adjusted be incorporated into the Five Year Capital Plan, 2012-2016, and submitted to the Ministry of Education.

Enclosures:



Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

2012-2016 Facility Capital Budget - Eligible School Site Proposal

SCHEDULE 'B'

Capital Projects Requiring New Sites



ELIGIBLE SCHOOL SITES (General Location, Size and Estimated Serviced Land Cost)

School Site #	#074	#216	#208	#209	#105	TOTALS
<i>Basis of Costs</i>	<i>Estimate</i>	<i>Estimate</i>	<i>Estimate</i>	<i>Estimate</i>	<i>Estimate</i>	<i>Estimate</i>
Type of Project	Expansion	New	New	New	Site Expansion	
Grade Level	Elementary	Elementary	Elementary	Elementary	Secondary	
<i>General Location</i>	<i>City Central Area</i>	<i>South Port Kell's Centre Area</i>	<i>Grandview Centre Area</i>	<i>South West Port Kell's Area</i>	<i>Earl Marriott Secondary</i>	
Existing Capacity	200	0	0	0	1,500	200
Long Term Capacity	550	550	550	550	1,500	3,700
Increase in Capacity	350	550	550	500	-	1,950
Standard Site Size (ha)	2.9	2.9	2.9	2.9	6.3	17.90
Existing Site Area (ha)	1.99	0	0	0	4.4	6
Size of New Site (ha)	0.91	2.9	2.9	2.9	1.1	11
Bare Land Cost/ha	\$ 3,791,209	\$ 1,232,759	\$ 2,465,517	\$ 1,232,759	\$ 2,909,091	\$ 1,956,116
Serviced cost/ha	\$ 4,560,440	\$ 1,543,103	\$ 2,775,862	\$ 1,543,103	\$ 3,363,636	\$ 2,320,261
Serviced Land Cost	\$ 4,150,000	\$ 4,475,000	\$ 8,050,000	\$ 4,475,000	\$ 3,700,000	\$24,850,000
Bare Land Cost	\$ 3,450,000	\$ 3,575,000	\$ 7,150,000	\$ 3,575,000	\$ 3,200,000	\$20,950,000
Cost of servicing land	\$ 700,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 500,000	\$3,900,000

Total remaining acquisition sites (Eligible School Sites) = 5 (including 2 expansions of existing school sites and 3 new elementary school site acquisitions)

Eligible School Sites which received Ministry funding approval for site acquisition capital project submissions between 2000 and 2010, including approvals announced on October 31, 2011 for the 2010-2014 Five Year capital plan, are not included in the above table.

Site #074 has been renamed to City Central Learning Centre. Formerly this site was called Discovery Elementary. The Discovery Program is moving to Royal Heights Elementary prior to September 2012 and the existing school building on Site #074 will be closed after June 30, 2012. The closed school building will accommodate a new Learning Centre. A site expansion will still be needed to this undersized school site in the long term, to accommodate future educational needs.

The name and general location of Site #216 has been changed from Clayton NE Area to South Port Kell's Centre Area.

The name and general location of Site #209 has been changed from Clayton Area to South West Port Kell's Area.

Updated: June 2012

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(h)

of the
ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: **2012-06-21**

TOPIC: **JOINT USE AGREEMENT – CITY OF SURREY**
RE: A. J. McLELLAN ELEMENTARY – SITE #178

The Board of Education of School District No. 36 (Surrey) and the City of Surrey have a mutual interest in entering into Joint Use Agreement at A. J. McLellan Elementary – Site #178, located at 16545 – 61 Avenue for utilization of exterior washrooms and playing field.

School District staff in consultation with City of Surrey staff have over many months developed the agreement and believe it will prove beneficial to both parties and ultimately the community.

IT IS THEREFORE RECOMMENDED:

THAT the Board of Education of School District No. 36 (Surrey) authorize the execution of the Joint Use Agreement with the City of Surrey for the use of exterior washrooms and playing field at A. J. McLellan Elementary – Site #178, located at 16545 – 61 Avenue.

Enclosures:



Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

**JOINT USE AGREEMENT SITE # 178 - A.J. McLELLAN ELEMENTARY
EXTERIOR WASHROOMS & PLAYING FIELD**

THIS AGREEMENT made as of the ____ day of _____, 2012.

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 36 (SURREY), a Board duly constituted under the
School Act of the Province of British Columbia, having
its offices at 14033 92 Avenue, in the City of Surrey, in
in the Province of British Columbia

(hereinafter called the “Board”)

OF THE FIRST PART

AND:

THE CITY OF SURREY, a Municipal Corporation,
having its offices at 14245 56 Avenue, in
the City of Surrey, in the Province of British Columbia

(hereinafter called the “City”)

OF THE SECOND PART
(together “the Parties”)

WHEREAS:

- A. Section 98(2) of the School Act of RSBC 1996, c.412 provides that a Board may enter into an agreement with a municipality that is located in or located in part of the School District for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint Board and Community use;
- B. Section 23 of the Community Charter SBC 2003, c.26 provides that a local government may enter into an agreement with a public authority, which includes a Board of Education, respecting the undertaking, provision and operation of activities, works and services;
- C. The parties, through an agreement dated July 4, 2000 are committed to the joint development and use of school and park sites that are owned by the City or the Board;

- D. The Board is the owner in fee simple of that certain parcel or tract of land and premises known as “A.J McLellan Elementary, Site #178”, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as:

PID #025-072-773

Lot 2 Section 12 Township 2 New Westminster District Plan LMP 50354
(the “Board Lands”)

- E. The City is the owner in fee simple of that certain parcel or tract of land situate, lying and being in City of Surrey, Province of British Columbia, which is hereinafter known as “A.J. McLellan Park” and described as:

PID #024-539-295

Lot 2 Section 16 Township 8 New Westminster District Plan LMP 42306
(the “City Lands”)

- F. The Board and the City have agreed upon the joint utilization of Exterior Washroom Facilities (the “Exterior Washrooms”) located on Board Lands at the locations shown on the attached Schedule “A” and an irrigated sand-based grass Playing Field (the “Playing Field”) located on City Lands at the location shown on attached Schedule “B” to this Agreement.

- G. Capital Contribution arrangements have previously been agreed upon between the Parties. Each capital contribution toward this agreement is at “no charge” to the other Party.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1(a) The Board covenants and agrees to design and construct the Exterior Washrooms on the Board Lands at the location set out in Schedule “A” to this agreement. The Exterior Washrooms will be vested in and remain the property of the Board.
- (b) The City covenants and agrees to design and construct the Playing Field to documented City standards on City Lands at the location set out on Schedule “B” to this agreement. The Playing Field shall be vested in and remain the property of the City.
2. The Board covenants and agrees to maintain the Exterior Washrooms. The Board covenants and agrees to permit access to the Exterior Washrooms as set out in paragraph 8 herein.
3. The City covenants and agrees to maintain the Playing Field to the same service level standards as applied to other City fields. The City covenants and agrees to permit access to the Playing Field as set out in paragraph 8 herein.
4. The Board covenants and agrees to provide passive maintenance services at the six joint use sites as set out in Schedule “C” to this agreement. The prescribed works having an estimated value equal to fifty (50%) percent of the cost of maintenance of the Playing Fields on this and other sites as mutually agreed upon, at the six joint use sites listed.

5. The Board hereby grants to the City, its officers, agents, servants, contractors, employees and invitees the right to enter upon Board Lands for the purpose of using the Exterior Washrooms in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfill the intent of this Agreement.
6. The City hereby grants to the Board, its officers, agents, servants, contractors, employees and invitees the right to enter upon City Lands for the purpose of using the Playing Field in accordance with the terms hereof and any other terms to which the parties may agree to in writing from time to time, in order to fulfill the intent of this Agreement.
7. Each party will be responsible for allocation and booking of the Playing Field during its respective scheduled time of use as set out in paragraph 8 herein.
8. The Board and the City shall have joint use of the Playing Field and Exterior Washrooms as follows:
 - (a) The Board shall have use of the Playing Field and Exterior Washrooms for school purposes between the hours of 8:00 A.M. and 5:00 P.M. on all days during which school is in session and at such other times as agreed to with the City, such agreement not to be unreasonably withheld.

The Board acknowledges that City field maintenance operations may result in field closure, and therefore school use shall not occur during the closure period. The City confirms that the Playing Field may be closed annually from **June 15 until the First Day of School in September. The Playing Field may also be closed** on other occasions deemed necessary by the City in order to provide an appropriate turf grass renovation and establishment period and in order to maintain a reasonably safe and playable sport surface.

The City (Grounds Manager) will contact the Board (School Principal) to confirm field closure dates if there is a need to close the field for a longer period, outside the dates listed above. The City will make every effort to provide access to a portion of the field during the closure period for school use during the day, between June 15th and the end of the school year.

- (b) The Board (School Principal) shall advise the City of School Sports Days and other large scale events that involve the majority of the school's students, at least one month prior to the event (please contact the City's Field Rental Office). The Board (School) is encouraged to arrange School Sports Days prior to June 1 and not after June 15 to allow the City to undertake annual field maintenance.
- (c) The City shall have use of the Playing Field and Exterior Washrooms from 5:00 P.M. until sunset on days when school is in session and from 7:00 A.M. until sunset on all days when school is not in session, save for those times required for maintenance of the Playing Field.

9. Any party to this Agreement may, at its sole discretion, prohibit any use of the Playing Field that it deems to be detrimental to the physical condition of the Playing Field or any use that is contrary to the Policies or Regulations of either party; PROVIDED HOWEVER, that neither party will deny use to any group at times when the Playing Field is available to the other party without first consulting with the other party.

Smoking, consumption of alcohol and/or use of illegal or banned substances are not permitted on Board or City lands in accordance with School District Policies, City Bylaws and other restrictions.

10. It is understood and agreed that the Board and the City may each schedule use, levy and collect such fees and charges for the use of the Playing Field by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.
11. The Board will be responsible for the Exterior Washrooms opening and closing up until 5:00 P.M. on all days during which school is in session. The City will be responsible for the Exterior Washrooms opening and closing after 5:00 P.M. on all days during which school is in session and on Saturdays and Sundays and all other days that school is not in session. The Board agrees to provide to the City an appropriate number of keys to the Exterior Washrooms for the City's use and distribution to select community sport group representatives.
12. The City shall indemnify and hold harmless the Board and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the Board, resulting from the City's use and occupation of the Board Lands. The Board shall forthwith, upon receiving of any suit, claim, demand brought against it, deliver to the City full particulars thereof and the City shall render all reasonable assistance requested by the Board in the defence thereof.
13. The Board shall indemnify and hold harmless the City and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the City, resulting from the Board's use and occupation of City Lands. The City shall forthwith, upon receiving notice of any suit, claim, demand brought against it, deliver to the Board full particulars thereof and the Board shall render all reasonable assistance requested by the City in the defence thereof.
14. Each of the parties shall maintain a minimum of Five Million (\$5,000,000.00) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of the use or occupation of the Playing Field, External Washrooms and Parking Lot. The parties hereto further agree to furnish certificates confirming such insurance coverage if requested by the other party.
15. Any condoning, excusing or overlooking by the Board of any default, breach or non-performance by the City of any covenant, proviso or condition herein contained, shall not operate to waive the Board's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Board under this

Agreement on any such later default, breach or non-observance, and all rights and remedies of the Board shall be deemed to be cumulative, not alternative.

16. Any condoning, excusing or overlooking by the City of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the City's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the City under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the City shall be deemed to be cumulative, not alternative.
17. Any notice, direction or other instruction required or permitted to be given hereunder shall be in writing and may be delivered personally or by registered mail, postage prepaid, addressed as follows:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)
Attention: Secretary-Treasurer
14033 - 92 Avenue
Surrey, BC V3V 0B7

And

THE CITY OF SURREY
Attention: General Manager,
Parks, Recreation and Culture
14245 - 56 Avenue
Surrey, BC V3X 3A2

18. Any dispute arising between the parties in connection with the interpretation of this Agreement or with the use and operation of the Playing Field and Exterior Washrooms pursuant to this Agreement, shall be referred to the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer for resolution. If the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with Section 21 of this Agreement.
19. This Agreement, or any renegotiated agreement, shall be effective for ten (10) consecutive years thereafter; and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 20 of this Agreement.
20. No later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of this Agreement, or no later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of any renegotiated agreement, either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to terminate is served by either party, the notice shall be effective five (5) years after the next following anniversary of the effective date of this Agreement and the Agreement shall not be renegotiated within that period.

21. Where notice to renegotiate this Agreement is served by either party, the parties will forthwith enter into discussions to reach terms of a renegotiated agreement. Any matter may be renegotiated with the exception of:
- (i) the term of the renegotiated agreement which shall be ten (10) years from the next following anniversary of the effective date of this Agreement; and
 - (ii) the provisions of Sections 18, 19 and 20 of this Agreement.

In the event that such discussions do not result in mutually acceptable terms of a renegotiated agreement by the next following anniversary of the effective date of the Agreement, the matter or matters still in dispute shall be referred to one arbitrator pursuant to the Commercial Arbitration Act of the Province of British Columbia and the arbitrator will determine the disputed conditions of the Agreement for the ten (10) year term of the renegotiated agreement. If the award of the arbitrator has not been received by the anniversary date of the Agreement, the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the arbitrator has been published.

22. The following schedules form part of and are incorporated into this agreement:
- (a) Schedule "A": Location of the Exterior Washroom Facilities
 - (b) Schedule "B": Location of Playing Field
 - (c) Schedule "C": Maintenance Estimates for Joint Use Agreement Sites

23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF the parties hereto have duly attested by the hands of their duly authorized officers on the day and year first above written.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Chairperson

Secretary-Treasurer

THE CITY OF SURREY

General Manager - Parks, Recreation and Culture

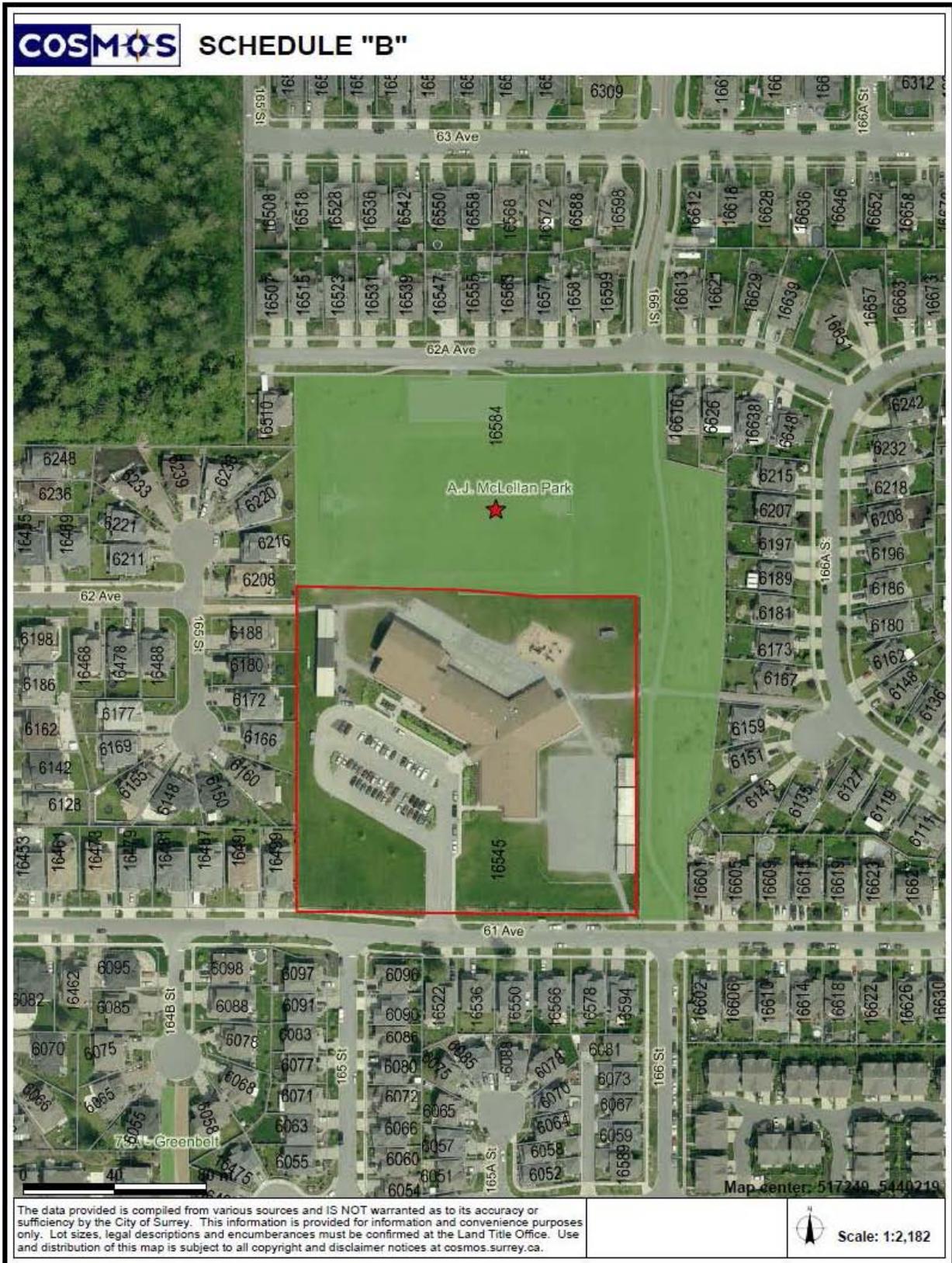
City Clerk

SCHEDULE "A": Location of the Exterior Washroom Facilities



Printed: 13-Apr-2010 9:52:08 AM

SCHEDULE "B": Location of Playing Field



Printed: 8-Apr-2010 3:17:18 PM

SCHEDULE “C”: Maintenance Estimates for Joint Use Agreement Sites

Joint School/Park Site	Sportsfield Maintenance (City Cost)	Park Assets to be Maintained by SD 36	Estimated cost of SD36 Maintenance of Park Assets	SD36 Costs as % of Sportsfield Maintenance
A.J. McLellan Park	\$13,700	Passive grass	\$10,492	77%
Chimney Heights Park	\$14,620	Passive grass	\$7,463	51%
Coast Meridian Park	\$13,700	Passive grass	\$3,648	27%
Morgan Creek Park	\$13,700	Passive grass	\$9,036	66%
Cambridge Park	\$13,700	Passive grass, parking lot	\$4,502	33%
Hillcrest Park	\$7,851	Passive grass	\$7,463	42%
	\$87,271		\$42,605	49%
*Passive grass maintenance includes bi-weekly cutting, monthly trimming & monthly litter collection				

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(i)

of the
ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: **2012-06-21**

TOPIC: **JOINT USE AGREEMENT – CITY OF SURREY**
RE: ADAMS ROAD ELEMENTARY – SITE #153

The Board of Education of School District No. 36 (Surrey) and the City of Surrey have a mutual interest in entering into Joint Use Agreement at Adams Road Elementary – Site #153, located at 18228 - 68 Avenue for utilization of exterior washrooms and playing field.

School District staff in consultation with City of Surrey staff have over many months developed the agreement and believe it will prove beneficial to both parties and ultimately the community.

IT IS THEREFORE RECOMMENDED:

THAT the Board of Education of School District No. 36 (Surrey) authorize the execution of the Joint Use Agreement with the City of Surrey for the use of exterior washrooms and playing field at Adams Road Elementary – Site #153, located at 18228 - 68 Avenue.

Enclosures:



Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

**JOINT USE AGREEMENT SITE # 153 - ADAMS ROAD ELEMENTARY
EXTERIOR WASHROOMS & PLAYING FIELD**

THIS AGREEMENT made as of the ____ day of _____, 2012.

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 36 (SURREY), a Board duly constituted under the
School Act of the Province of British Columbia, having
its offices at 14033 92 Avenue, in the City of Surrey, in
in the Province of British Columbia

(hereinafter called the "Board")

OF THE FIRST PART

AND:

THE CITY OF SURREY, a Municipal Corporation,
having its offices at 14245 56 Avenue, in
the City of Surrey, in the Province of British Columbia

(hereinafter called the "City")

OF THE SECOND PART
(together "the Parties")

WHEREAS:

- A. Section 98(2) of the School Act of RSBC 1996, c.412 provides that a Board may enter into an agreement with a municipality that is located in or located in part of the School District for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint Board and Community use;
- B. Section 23 of the Community Charter SBC 2003, c.26 provides that a local government may enter into an agreement with a public authority, which includes a Board of Education, respecting the undertaking, provision and operation of activities, works and services;
- C. The parties, through an agreement dated July 4, 2000 are committed to the joint development and use of school and park sites that are owned by the City or the Board;

- D. The Board is the owner in fee simple of that certain parcel or tract of land and premises known as “Adams Road Elementary, Site #153”, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as:

PID #015-602-877

Lot 2 Section 17 Township 8 New Westminster District Plan 84114
(the “Board Lands”)

- E. The City is the owner in fee simple of that certain parcel or tract of land situate, lying and being in City of Surrey, Province of British Columbia, which is hereinafter known as “North Cloverdale West Park” and described as:

PID #015-602-869

Lot 1 Section 17 Township 8 New Westminster District Plan 84114
(the “City Lands”)

- F. The Board and the City have agreed upon the joint utilization of Exterior Washroom Facilities (the “Exterior Washrooms”) located on Board Lands at the locations shown on the attached Schedule “A” and an irrigated sand-based grass Playing Field (the “Playing Field”) located on City Lands at the location shown on attached Schedule “B” to this Agreement.

- G. Capital Contribution arrangements have previously been agreed upon between the Parties. Each capital contribution toward this agreement is at “no charge” to the other Party.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1(a) The Board covenants and agrees to design and construct the Exterior Washrooms on the Board Lands at the location set out in Schedule “A” to this agreement. The Exterior Washrooms will be vested in and remain the property of the Board.
- (b) The City covenants and agrees to design and construct the Playing Field to documented City standards on City Lands at the location set out on Schedule “B” to this agreement. The Playing Field shall be vested in and remain the property of the City.
2. The Board covenants and agrees to maintain the Exterior Washrooms. The Board covenants and agrees to permit access to the Exterior Washrooms as set out in paragraph 8 herein.
3. The City covenants and agrees to maintain the Playing Field to the same service level standards as applied to other City fields. The City covenants and agrees to permit access to the Playing Field as set out in paragraph 8 herein.
4. The Board covenants and agrees to provide passive maintenance services at the six joint use sites as set out in Schedule “C” to this agreement. The prescribed works having an estimated value equal to fifty (50%) percent of the cost of maintenance of the Playing Fields on this site.

5. The Board hereby grants to the City, its officers, agents, servants, contractors, employees and invitees the right to enter upon Board Lands for the purpose of using the Exterior Washrooms in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfill the intent of this Agreement.
6. The City hereby grants to the Board, its officers, agents, servants, contractors, employees and invitees the right to enter upon City Lands for the purpose of using the Playing Field in accordance with the terms hereof and any other terms to which the parties may agree to in writing from time to time, in order to fulfill the intent of this Agreement.
7. Each party will be responsible for allocation and booking of the Playing Field during its respective scheduled time of use as set out in paragraph 8 herein.
8. The Board and the City shall have joint use of the Playing Field and Exterior Washrooms as follows:
 - (a) The Board shall have use of the Playing Field and Exterior Washrooms for school purposes between the hours of 8:00 A.M. and 5:00 P.M. on all days during which school is in session and at such other times as agreed to with the City, such agreement not to be unreasonably withheld.

The Board acknowledges that City field maintenance operations may result in field closure, and therefore school use shall not occur during the closure period. The City confirms that the Playing Field may be closed annually from **June 15 until the First Day of School in September. The Playing Field may also be closed** on other occasions deemed necessary by the City in order to provide an appropriate turf grass renovation and establishment period and in order to maintain a reasonably safe and playable sport surface.

The City (Grounds Manager) will contact the Board (School Principal) to confirm field closure dates if there is a need to close the field for a longer period, outside the dates listed above. The City will make every effort to provide access to a portion of the field during the closure period for school use during the day, between June 15th and the end of the school year.

- (b) The Board (School Principal) shall advise the City of School Sports Days and other large scale events that involve the majority of the school's students, at least one month prior to the event (please contact the City's Field Rental Office). The Board (School) is encouraged to arrange School Sports Days prior to June 1 and not after June 15 to allow the City to undertake annual field maintenance.
- (c) The City shall have use of the Playing Field and Exterior Washrooms from 5:00 P.M. until sunset on days when school is in session and from 7:00 A.M. until sunset on all days when school is not in session, save for those times required for maintenance of the Playing Field.

9. Any party to this Agreement may, at its sole discretion, prohibit any use of the Playing Field that it deems to be detrimental to the physical condition of the Playing Field or any use that is contrary to the Policies or Regulations of either party; PROVIDED HOWEVER, that neither party will deny use to any group at times when the Playing Field is available to the other party without first consulting with the other party.

Smoking, consumption of alcohol and/or use of illegal or banned substances are not permitted on Board or City lands in accordance with School District Policies, City Bylaws and other restrictions.

10. It is understood and agreed that the Board and the City may each schedule use, levy and collect such fees and charges for the use of the Playing Field by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.
11. The Board will be responsible for the Exterior Washrooms opening and closing up until 5:00 P.M. on all days during which school is in session. The City will be responsible for the Exterior Washrooms opening and closing after 5:00 P.M. on all days during which school is in session and on Saturdays and Sundays and all other days that school is not in session. The Board agrees to provide to the City an appropriate number of keys to the Exterior Washrooms for the City's use and distribution to select community sport group representatives.
12. The City shall indemnify and hold harmless the Board and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the Board, resulting from the City's use and occupation of the Board Lands. The Board shall forthwith, upon receiving of any suit, claim, demand brought against it, deliver to the City full particulars thereof and the City shall render all reasonable assistance requested by the Board in the defence thereof.
13. The Board shall indemnify and hold harmless the City and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the City, resulting from the Board's use and occupation of City Lands. The City shall forthwith, upon receiving notice of any suit, claim, demand brought against it, deliver to the Board full particulars thereof and the Board shall render all reasonable assistance requested by the City in the defence thereof.
14. Each of the parties shall maintain a minimum of Five Million (\$5,000,000.00) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of the use or occupation of the Playing Field, External Washrooms and Parking Lot. The parties hereto further agree to furnish certificates confirming such insurance coverage if requested by the other party.
15. Any condoning, excusing or overlooking by the Board of any default, breach or non-performance by the City of any covenant, proviso or condition herein contained, shall not operate to waive the Board's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Board under this

Agreement on any such later default, breach or non-observance, and all rights and remedies of the Board shall be deemed to be cumulative, not alternative.

16. Any condoning, excusing or overlooking by the City of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the City's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the City under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the City shall be deemed to be cumulative, not alternative.
17. Any notice, direction or other instruction required or permitted to be given hereunder shall be in writing and may be delivered personally or by registered mail, postage prepaid, addressed as follows:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Attention: Secretary-Treasurer
14033 92 Avenue
Surrey, BC V3V 0B7

And

THE CITY OF SURREY
Attention: General Manager,
Parks, Recreation and Culture
14245 – 56th Avenue
Surrey, BC V3X 3A2

18. Any dispute arising between the parties in connection with the interpretation of this Agreement or with the use and operation of the Playing Field and Exterior Washrooms pursuant to this Agreement, shall be referred to the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer for resolution. If the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with Section 21 of this Agreement.
19. This Agreement, or any renegotiated agreement, shall be effective for ten (10) consecutive years thereafter; and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 20 of this Agreement.
20. No later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of this Agreement, or no later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of any renegotiated agreement, either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to terminate is served by either party, the notice shall be effective five (5) years after the next following anniversary of the effective date of this Agreement and the Agreement shall not be renegotiated within that period.

21. Where notice to renegotiate this Agreement is served by either party, the parties will forthwith enter into discussions to reach terms of a renegotiated agreement. Any matter may be renegotiated with the exception of:
- (i) the term of the renegotiated agreement which shall be ten (10) years from the next following anniversary of the effective date of this Agreement; and
 - (ii) the provisions of Sections 18, 19 and 20 of this Agreement.

In the event that such discussions do not result in mutually acceptable terms of a renegotiated agreement by the next following anniversary of the effective date of the Agreement, the matter or matters still in dispute shall be referred to one arbitrator pursuant to the Commercial Arbitration Act of the Province of British Columbia and the arbitrator will determine the disputed conditions of the Agreement for the ten (10) year term of the renegotiated agreement. If the award of the arbitrator has not been received by the anniversary date of the Agreement, the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the arbitrator has been published.

22. The following schedules form part of and are incorporated into this agreement:
- (a) Schedule "A": Location of the Exterior Washroom Facilities
 - (b) Schedule "B": Location of Playing Field
 - (c) Schedule "C": Maintenance Estimates for Joint Use Agreement Sites

23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF the parties hereto have duly attested by the hands of their duly authorized officers on the day and year first above written.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Chairperson

Secretary-Treasurer

THE CITY OF SURREY

General Manager - Parks, Recreation and Culture

City Clerk

SCHEDULE "A": Location of the Exterior Washroom Facilities



BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(j)

of the
ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: **2012-06-21**

TOPIC: **JOINT USE AGREEMENT – CITY OF SURREY**
RE: CAMBRIDGE ELEMENTARY – SITE #151

The Board of Education of School District No. 36 (Surrey) and the City of Surrey have a mutual interest in entering into Joint Use Agreement at Cambridge Elementary – Site #151, located at 6115 – 150 Street for utilization of exterior washrooms, parking lot, playground and playing field.

School District staff in consultation with City of Surrey staff have over many months developed the agreement and believe it will prove beneficial to both parties and ultimately the community.

IT IS THEREFORE RECOMMENDED:

THAT the Board of Education of School District No. 36 (Surrey) authorize the execution of the Joint Use Agreement with the City of Surrey for the use of exterior washrooms, parking lot, playground and playing field at Cambridge Elementary – Site #151, located at 6115 – 150 Street.

Enclosures:



Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

**JOINT USE AGREEMENT SITE # 151 - CAMBRIDGE ELEMENTARY
EXTERIOR WASHROOMS, PARKING LOT, PLAYGROUND & PLAYING FIELD**

THIS AGREEMENT made as of the ____ day of _____,2012.

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 36 (SURREY), a Board duly constituted under the
School Act of the Province of British Columbia, having
its offices at 14033 92 Avenue, in the City of Surrey, in
in the Province of British Columbia

(hereinafter called the “Board”)

OF THE FIRST PART

AND:

THE CITY OF SURREY, a Municipal Corporation,
having its offices at 14245 56 Avenue, in
the City of Surrey, in the Province of British Columbia

(hereinafter called the “City”)

OF THE SECOND PART
(together “the Parties”)

WHEREAS:

- A. Section 98(2) of the School Act of RSBC 1996, c.412 provides that a Board may enter into an agreement with a municipality that is located in or located in part of the School District for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint Board and Community use;
- B. Section 23 of the Community Charter SBC 2003, c.26 provides that a local government may enter into an agreement with a public authority, which includes a Board of Education, respecting the undertaking, provision and operation of activities, works and services;
- C. The parties, through an agreement dated July 4, 2000 are committed to the joint development and use of school and park sites that are owned by the City or the Board;

- D. The Board is the owner in fee simple of that certain parcel or tract of land and premises known as “Cambridge Elementary, Site #151”, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as:

PID #025-816-454

Lot A Section 10 Township 2 New Westminster District Plan BCP 8700
(the “Board Lands”)

- E. The City is the owner in fee simple of that certain parcel or tract of land situate, lying and being in City of Surrey, Province of British Columbia, which is hereinafter known as “Cambridge Park” and described as:

PID #012-136-140

Lot 43 Section 10 Township 2 New Westminster District Plan 1361
(the “City Lands”)

- F. The Board and the City have agreed upon the joint utilization of Exterior Washroom Facilities (the “Exterior Washrooms”) located on Board Lands, the School Parking Lot (the “Parking Lot”) located on Board and City Lands at the locations shown on the attached as Schedules “A” & “B”, an irrigated sand-based grass Playing Field (the “Playing Field”) located on Board and City Lands at the location shown on attached Schedule “C”; and Playground (the “Playground”) located on the City Lands at the location shown on attached Schedule “C” to this Agreement.

- G. Capital Contribution arrangements have previously been agreed upon between the Parties. Each capital contribution toward this agreement is at “no charge” to the other Party.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1(a) The Board covenants and agrees to design and construct, to documented City standards, the Parking Lot on the Board and City Lands at the location set out in Schedule “A” to this agreement. The Parking Lot will be vested in and remain the property of the Board and the City respectively.
- (b) The Board covenants and agrees to design and construct the Exterior Washrooms on the Board Lands at the location set out in Schedule “B” to this agreement. The Exterior Washrooms will be vested in and remain the property of the Board.
- (c) The Board covenants and agrees to design and construct a Playground on the City Lands at the location set out in Schedule “C” to this agreement. The Playground (exclusive of the play structure) will be vested in and remain the property of the City.
- (d) The City covenants and agrees to design and construct the Playing Field to documented City standards on Board and City Lands at the location set out on Schedule “C” to this agreement. The Playing Field shall be vested in and remain the property of the Board and City respectively.

2. The Board covenants and agrees to maintain the Exterior Washrooms, the Parking Lot and Playground. The Board covenants and agrees to permit access to the Exterior Washrooms and the Parking Lot as set out in paragraph 8 herein.
3. The City covenants and agrees to maintain the Playing Field to the same service level standards as applied to other City fields. The City covenants and agrees to permit access to the Playing Field as set out in paragraph 8 herein.
4. The Board covenants and agrees to provide passive grass maintenance services at the six joint use sites as set out in Schedule “D” to this agreement. The prescribed works having an estimated value equal to fifty (50%) percent of the cost of maintenance of the Playing Fields on this and other sites as mutually agreed upon at the six joint use sites listed.
5. The Board hereby grants to the City, its officers, agents, servants, contractors, employees and invitees the right to enter upon Board Lands for the purpose of using the Exterior Washrooms and the Parking Lot in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfill the intent of this Agreement.
6. The City hereby grants to the Board, its officers, agents, servants, contractors, employees and invitees the right to enter upon City Lands for the purpose of using the Playing Field, Playground and Parking Lot in accordance with the terms hereof and any other terms to which the parties may agree to in writing from time to time, in order to fulfill the intent of this Agreement.
7. Each party will be responsible for allocation and booking of the Playing Field during its respective scheduled time of use as set out in paragraph 8 herein.
8. The Board and the City shall have joint use of the Playing Field, Exterior Washrooms, Playground and Parking Lot as follows:
 - (a) The Board shall have use of the Playing Field, Exterior Washrooms, Playground and Parking Lot for school purposes between the hours of 8:00 A.M. and 5:00 P.M. on all days during which school is in session and at such other times as agreed to with the City, such agreement not to be unreasonably withheld. The Board acknowledges that City field maintenance operations may result in field closure, and therefore school use shall not occur during the closure period.

Until the new school at Site #211 is built and portables removed from Cambridge Elementary, the City confirms that the Playing Field will be closed from **June 30 to September 1** annually and on other occasions deemed necessary by the City in order to provide an appropriate turf grass renovation and establishment period and in order to maintain a reasonably safe and playable sport surface.

Once the new school at Site #211 is completed and portables removed from the Cambridge Elementary site, the City confirms that the Playing Field will be closed from **June 15 until the First Day of School in September. The Playing Field may also be closed** on other occasions deemed necessary by the City in order to provide an

appropriate turf grass renovation and establishment period and in order to maintain a reasonably safe and playable sport surface.

The City (Grounds Manager) will contact the Board (School Principal) to confirm field closure dates if there is a need to close the field for a longer period, outside the dates listed above. The City will make every effort to provide access to a portion of the field during the closure period for school use during the day, between June 15th and the end of the school year.

- (b) The Board (School Principal) shall advise the City of School Sports Days and other large scale events that involve the majority of the school's students, at least one month prior to the event (please contact the City's Field Rental Office). The Board (School) is encouraged to arrange School Sports Days prior to June 1 and not after June 15 to allow the City to undertake annual field maintenance.
 - (c) The City shall have use of the Playing Field, Exterior Washrooms, Playground and Parking Lot from 5:00 P.M. until sunset on days when school is in session and from 7:00 A.M. until sunset on all days when school is not in session, save for those times required for maintenance of the Playing Field.
9. Any party to this Agreement may, at its sole discretion, prohibit any use of the Playing Field that it deems to be detrimental to the physical condition of the Playing Field or any use that is contrary to the Policies or Regulations of either party; PROVIDED HOWEVER, that neither party will deny use to any group at times when the Playing Field is available to the other party without first consulting with the other party.

Smoking, consumption of alcohol and/or use of illegal or banned substances are not permitted on Board or City lands in accordance with School District Policies, City Bylaws and other restrictions.

10. It is understood and agreed that the Board and the City may each schedule use, levy and collect such fees and charges for the use of the Playing Field by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.
11. The Board will be responsible for the Parking Lot gates and Exterior Washrooms opening and closing up until 5:00 P.M. on all days during which school is in session. The City will be responsible for the Parking Lot gates and Exterior Washrooms opening and closing after 5:00 P.M. on all days during which school is in session and on Saturdays and Sundays and all other days that school is not in session. The Board agrees to provide to the City an appropriate number of keys to the Exterior Washrooms and Parking Lot gates for the City's use and distribution to select community sport group representatives.
12. The City shall indemnify and hold harmless the Board and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the Board, resulting from the City's use and occupation of the Board Lands. The Board shall forthwith, upon receiving of any suit, claim, demand brought against it, deliver to the City full particulars

thereof and the City shall render all reasonable assistance requested by the Board in the defence thereof.

13. The Board shall indemnify and hold harmless the City and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the City, resulting from the Board's use and occupation of City Lands. The City shall forthwith, upon receiving notice of any suit, claim, demand brought against it, deliver to the Board full particulars thereof and the Board shall render all reasonable assistance requested by the City in the defence thereof.
14. Each of the parties shall maintain a minimum of Five Million (\$5,000,000.00) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of the use or occupation of the Playing Field, External Washroom and Parking Lot. The parties hereto further agree to furnish certificates confirming such insurance coverage if requested by the other party.
15. Any condoning, excusing or overlooking by the Board of any default, breach or non-performance by the City of any covenant, proviso or condition herein contained, shall not operate to waive the Board's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Board under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the Board shall be deemed to be cumulative, not alternative.
16. Any condoning, excusing or overlooking by the City of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the City's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the City under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the City shall be deemed to be cumulative, not alternative.
17. Any notice, direction or other instruction required or permitted to be given hereunder shall be in writing and may be delivered personally or by registered mail, postage prepaid, addressed as follows:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT No. 36 (SURREY)
Attention: Secretary-Treasurer
14033 - 92 Avenue
Surrey, BC V3V 0B7

And

THE CITY OF SURREY
Attention: General Manager,
Parks, Recreation and Culture
14245 - 56th Avenue
Surrey, BC V3X 3A2

18. Any dispute arising between the parties in connection with the interpretation of this Agreement or with the use and operation of the Playing Field, Exterior Washrooms, Playground and Parking Lot pursuant to this Agreement, shall be referred to the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer for resolution. If the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with Section 21 of this Agreement.
19. This Agreement, or any renegotiated agreement, shall be effective for ten (10) consecutive years thereafter; and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 20 of this Agreement.
20. No later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of this Agreement, or no later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of any renegotiated agreement, either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to terminate is served by either party, the notice shall be effective five (5) years after the next following anniversary of the effective date of this Agreement and the Agreement shall not be renegotiated within that period.

21. Where notice to renegotiate this Agreement is served by either party, the parties will forthwith enter into discussions to reach terms of a renegotiated agreement. Any matter may be renegotiated with the exception of:
 - (i) the term of the renegotiated agreement which shall be ten (10) years from the next following anniversary of the effective date of this Agreement; and
 - (ii) the provisions of Sections 18, 19 and 20 of this Agreement.

In the event that such discussions do not result in mutually acceptable terms of a renegotiated agreement by the next following anniversary of the effective date of the Agreement, the matter or matters still in dispute shall be referred to one arbitrator pursuant to the Commercial Arbitration Act of the Province of British Columbia and the arbitrator will determine the disputed conditions of the Agreement for the ten (10) year term of the renegotiated agreement. If the award of the arbitrator has not been received by the anniversary date of the Agreement, the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the arbitrator has been published.

22. The following schedules form part of and are incorporated into this agreement:
 - (a) Schedule "A": Location of the Board Parking Lot
 - (b) Schedule "B": Location of Exterior Washrooms
 - (c) Schedule "C": Location of Playing Field, Playground and City Parking Lot
 - (d) Schedule "D": Maintenance Estimates for Joint Use Agreement Sites

23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF the parties hereto have duly attested by the hands of their duly authorized officers on the day and year first above written.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Chairperson

Secretary-Treasurer

THE CITY OF SURREY

General Manager - Parks, Recreation and Culture

City Clerk

SCHEDULE "A": Location of the Board Parking Lot



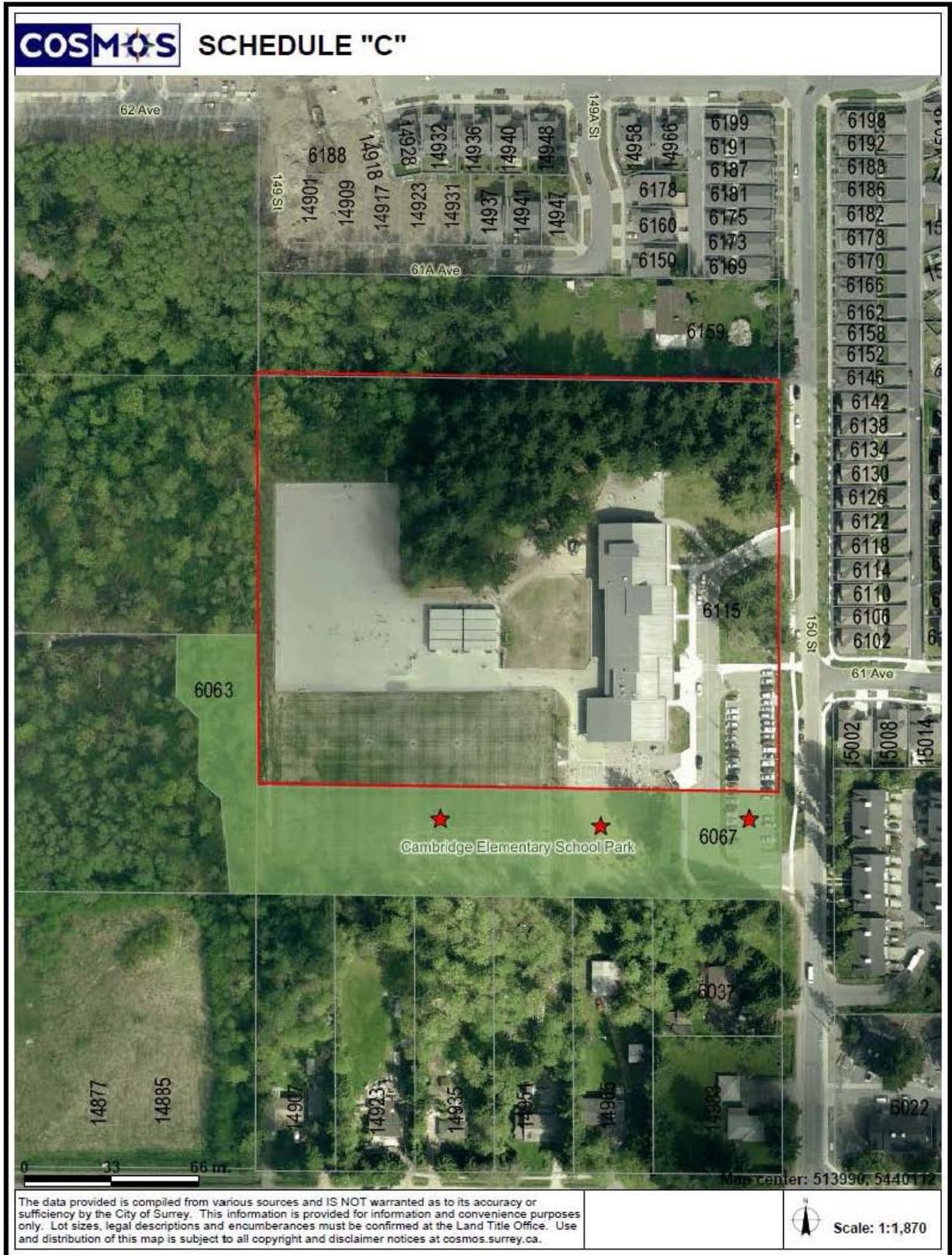
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SCHEDULE "B": Location of Exterior Washrooms



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SCHEDULE "C": Location of Playing Field, Playground and City Parking Lot



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SCHEDULE “D”: Maintenance Estimates for Joint Use Agreement Sites

Joint School/Park Site	Sportsfield Maintenance (City Cost)	Park Assets to be Maintained by SD 36	Estimated cost of SD36 Maintenance of Park Assets	SD36 Costs as % of Sportsfield Maintenance
A.J. McLellan Park	\$13,700	Passive grass	\$10,492	77%
Chimney Heights Park	\$14,620	Passive grass	\$7,463	51%
Coast Meridian Park	\$13,700	Passive grass	\$3,648	27%
Morgan Creek Park	\$13,700	Passive grass	\$9,036	66%
Cambridge Park	\$13,700	Passive grass, parking lot	\$4,502	33%
Hillcrest Park	\$7,851	Passive grass	\$7,463	42%
	\$87,271		\$42,605	49%
*Passive grass maintenance includes bi-weekly cutting, monthly trimming & monthly litter collection				

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(k)

of the
ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: **2012-06-21**

TOPIC: **JOINT USE AGREEMENT – CITY OF SURREY**
RE: COAST MERIDIAN ELEMENTARY – SITE #155

The Board of Education of School District No. 36 (Surrey) and the City of Surrey have a mutual interest in entering into Joint Use Agreement at Coast Meridian Elementary – Site #155, located at 8222 – 168A Street for utilization of exterior washrooms, parking lot and playing field.

School District staff in consultation with City of Surrey staff have over many months developed the agreement and believe it will prove beneficial to both parties and ultimately the community.

IT IS THEREFORE RECOMMENDED:

THAT the Board of Education of School District No. 36 (Surrey) authorize the execution of the Joint Use Agreement with the City of Surrey for the use of exterior washrooms, parking lot and playing field at Coast Meridian Elementary – Site #155, located at 8222 – 168A Street.

Enclosures:



Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

**JOINT USE AGREEMENT SITE # 155 - COAST MERIDIAN ELEMENTARY
EXTERIOR WASHROOMS, PARKING LOT & PLAYING FIELD**

THIS AGREEMENT made as of the ____ day of _____, 2012.

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 36 (SURREY), a Board duly constituted under the
School Act of the Province of British Columbia, having
its offices at 14033 92 Avenue, in the City of Surrey, in
in the Province of British Columbia

(hereinafter called the “Board”)

OF THE FIRST PART

AND:

THE CITY OF SURREY, a Municipal Corporation,
having its offices at 14245 56 Avenue, in
the City of Surrey, in the Province
of British Columbia

(hereinafter called the “City”)

OF THE SECOND PART
(together “the Parties”)

WHEREAS:

- A. Section 98(2) of the School Act of RSBC 1996 c.412 provides that a Board may enter into an agreement with a municipality that is located in or located in part of the School District for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint Board and Community use;
- B. Section 23 of the Community Charter SBC 2003 c.26 provides that a local government may enter into an agreement with a public authority, which includes a Board of School Trustees, respecting the undertaking, provision and operation of activities, works and services;
- C. The parties, through an agreement dated July 4, 2000 are committed to the joint development and use of school and park sites that are owned by the City or the Board;

- D. The Board is the owner in fee simple of that certain parcel or tract of land and premises known as “Coast Meridian Elementary, Site # 155”, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as:

PID # 024-921-599

Lot A Section 30 Township 8 New Westminster District Plan LMP 48365

(the “Board Lands”)

- E. The City is the owner in fee simple of that certain parcel or tract of land situate, lying and being in City of Surrey, Province of British Columbia, which is hereinafter known as “Coast Meridian Park” and described as:

PID# 024-921-602

Lot B Section 30 Township 8 New Westminster District Plan LMP 48365

(the “City Lands”)

- F. The Board and the City have agreed upon the joint utilization of the Board Parking Lot (the “Parking Lot”) and Exterior Washroom Facilities (the “Exterior Washrooms”) located on the Board Lands at the locations shown on the attached Schedule “A” and an irrigated sand-based grass Playing Field (the “Playing Field”) located on the City Lands at the location shown on attached Schedule “B” to this Agreement.

- G. Capital Contribution arrangements have previously been made between the Parties. Each capital contribution towards this agreement is at “no charge” to the other party.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1(a) The Board covenants and agrees to design and construct the Exterior Washrooms on the Board Lands at the location set out on Schedule “A” to this agreement. The Exterior Washroom will be vested in and remain the property of the Board;
- (b) The City covenants and agrees to construct the Playing Field to documented City standards on the City Lands at the location set out on Schedule “B” to this agreement. The Playing Field shall be vested in and remain the property of the City; and
2. The Board covenants and agrees to maintain the Exterior Washrooms and Parking Lot. The Board covenants and agrees to permit access to the Exterior Washroom and Parking Lot as set out in paragraph 8 herein.
3. The City covenants and agrees to maintain the Playing Field to the same service level standards as applied to other City fields. The City covenants and agrees to permit access to the Playing Field as set out in paragraph 8 herein.

4. The Board covenants and agrees to provide passive grass maintenance services at the six joint use sites as set out in Schedule C to this agreement. The prescribed works having an estimated value equal to fifty (50%) percent of the cost of maintenance of the Playing Fields on this and other sites as mutually agreed upon, at the six joint uses sites listed.
5. The Board hereby grants to the City, its officers, agents, servants, contractors, employees and invitees the right to enter upon Board Lands for the purpose of using the Exterior Washrooms and Parking Lot in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfill the intent of this Agreement.
6. The City hereby grants to the Board, its officers, agents, servants, contractors, employees and invitees the right to enter upon City Lands for the purpose of using the Playing Field in accordance with the terms hereof and any other terms to which the parties may agree to in writing from time to time, in order to fulfill the intent of this Agreement.
7. Each party will be responsible for allocation and booking of the Playing Field during its respective scheduled time of use as set out in paragraph 8 herein.
8. The Board and the City shall have joint use of the Playing Field and Exterior Washrooms as follows:
 - (a) The Board shall have use of the Playing Field and Exterior Washrooms for school purposes between the hours of 8:00 A.M. and 5:00 P.M. on all days during which school is in session and at such other times as agreed to with the City, such agreement not to be unreasonably withheld.

The Board acknowledges that City field maintenance operations may result in field closure, and therefore school use shall not occur during the closure period. The City confirms that the Playing Field may be closed annually from **June 15 until the First Day of School in September. The Playing Field may also be closed** on other occasions deemed necessary by the City in order to provide an appropriate turf grass renovation and establishment period and in order to maintain a reasonably safe and playable sport surface.

The City (Grounds Manager) will contact the Board (School Principal) to confirm field closure dates if there is a need to close the field for a longer period, outside the dates listed above. The City will make every effort to provide access to a portion of the field during the closure period for school use during the day, between June 15th and the end of the school year.

- (b) The Board (School Principal) shall advise the City of School Sports Days and other large scale events that involve the majority of the school's students, at least one month prior to the event (please contact the City's Field Rental Office). The Board (School) is encouraged to arrange School Sports Days prior to June 1 and not after June 15 to allow the City to undertake annual field maintenance.
- (c) The City shall have use of the Playing Field, Exterior Washrooms and Parking Lot from 5:00 P.M. until sunset on days when school is in session and from 7:00 A.M. until sunset on all

days when school is not in session, save for those times required for maintenance of the Playing Field.

9. Any party to this Agreement may, at its sole discretion, prohibit any use of the Playing Field that it deems to be detrimental to the physical condition of the Playing Field or any use that is contrary to the Policies or Regulations of either party; PROVIDED HOWEVER, that neither party will deny use to any group at times when the Playing Field is available to the other party without first consulting with the other party.

Smoking, consumption of alcohol and/or use of illegal or banned substances are not permitted on Board or City lands in accordance with School District Policies, City Bylaws and other restrictions.

10. It is understood and agreed that the Board and the City may each schedule use, levy and collect such fees and charges for the use of the Playing Field by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.
11. The Board shall be responsible for the Exterior Washrooms and Parking Lot gate opening and closing up until 5:00 P.M. on all days during which school is in session. The City shall be responsible for the Exterior Washrooms and Parking Lot gate opening and closing after 5:00 P.M. on all days during which school is in session and on Saturdays and Sundays and all other days that school is not in session. The Board agrees to provide to the City an appropriate number of keys to the Exterior Washrooms and Parking Lot gates for the City's use and distribution to select community sport group representatives.
12. The City shall indemnify and hold harmless the Board and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the Board, resulting from the City's use and occupation of the Board Lands. The Board shall forthwith, upon receiving of any suit, claim, demand brought against it, deliver to the City full particulars thereof and the City shall render all reasonable assistance requested by the Board in the defence thereof.
13. The Board shall indemnify and hold harmless the City and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the City, resulting from the Board's use and occupation of City Lands. The City shall forthwith, upon receiving notice of any suit, claim, demand brought against it, deliver to the Board full particulars thereof and the Board shall render all reasonable assistance requested by the City in the defence thereof.
14. Each of the parties shall maintain a minimum of Five Million (\$5,000,000.00) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of the use or occupation of the Playing Field, Exterior Washrooms and Parking Lot. The parties hereto further agree to furnish certificates confirming such insurance coverage if requested by the other party.
15. Any condoning, excusing or overlooking by the Board of any default, breach or non- performance by the City of any covenant, proviso or condition herein contained, shall not operate to waive the Board's rights under this Agreement in respect of any later default, breach or non-observance so as

to defeat in any way the rights of the Board under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the Board shall be deemed to be cumulative, not alternative.

16. Any condoning, excusing or overlooking by the City of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the City's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the City under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the City shall be deemed to be cumulative, not alternative.
17. Any notice, direction or other instruction required or permitted to be given hereunder shall be in writing and may be delivered personally or by registered mail, postage prepaid, addressed as follows:

THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 36 (SURREY)

Attention: Secretary-Treasurer
14033 - 92 Avenue
Surrey, BC V3V 0B7

And

THE CITY OF SURREY
Attention: General Manager,
Parks, Recreation and Culture
14245 – 56 Avenue
Surrey, BC V3X 3A2

18. Any dispute arising between the parties in connection with the interpretation of this Agreement or with the use and operation of the Playing Field and Exterior Washroom pursuant to this Agreement, shall be referred to the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer for resolution. If the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with Section 21 of this Agreement.
19. This Agreement, or any renegotiated agreement shall be effective for ten (10) consecutive years thereafter; and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 20 of this Agreement.
20. No later than six (6) months prior to the tenth or any subsequent anniversary of the effective date

of this Agreement, or no later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of any renegotiated agreement, either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to terminate is served by either party, the notice shall be effective five (5) years after the next following anniversary of the effective date of this Agreement and the Agreement shall not be renegotiated within that period.

21. Where notice to renegotiate this Agreement is served by either party, the parties will forthwith enter into discussions to reach terms of a renegotiated agreement. Any matter may be renegotiated with the exception of:

- (i) the term of the renegotiated agreement which shall be ten (10) years from the next following anniversary of the effective date of this Agreement; and
- (ii) the provisions of Sections 18, 19 and 20 of this Agreement.

In the event that such discussions do not result in mutually acceptable terms of a renegotiated agreement by the next following anniversary of the effective date of the Agreement, the matter or matters still in dispute shall be referred to one arbitrator pursuant to the Commercial Arbitration Act of the Province of British Columbia and the arbitrator will determine the disputed conditions of the Agreement for the ten (10) year term of the renegotiated agreement. If the award of the arbitrator has not been received by the anniversary date of the Agreement, the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the arbitrator has been published.

22. The following schedules form part of and are incorporated into this agreement:

- (a) Schedule "A": Location of the Exterior Washroom Facilities and Parking Lot
- (b) Schedule "B": Location of the Playing Field
- (c) Schedule "C": Maintenance Estimates for Unsigned Joint Use Agreement Sites

23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF the parties hereto have duly attested by the hands of their duly authorized officers on the day and year first above written.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Chairperson

Secretary-Treasurer

THE CITY OF SURREY

General Manager - Parks, Recreation and Culture

City Clerk

SCHEDULE "A": Location of the Exterior Washroom Facilities and Parking Lot



Printed: 13-Apr-2010 1:46:31 PM

SCHEDULE “C”: Maintenance Estimates for Joint Use Agreement Sites

Joint School/Park Site	Sportsfield Maintenance (City Cost)	Park Assets to be Maintained by SD 36	Estimated cost of SD36 Maintenance of Park Assets	SD36 Costs as % of Sportsfield Maintenance
A.J. McLellan Park	\$13,700	Passive grass	\$10,492	77%
Chimney Heights Park	\$14,620	Passive grass	\$7,463	51%
Coast Meridian Park	\$13,700	Passive grass	\$3,648	27%
Morgan Creek Park	\$13,700	Passive grass	\$9,036	66%
Cambridge Park	\$13,700	Passive grass, parking lot	\$4,502	33%
Hillcrest Park	\$7,851	Passive grass	\$7,463	42%
	\$87,271		\$42,605	49%
*Passive grass maintenance includes bi-weekly cutting, monthly trimming & monthly litter collection				



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

Schedule 3(l)

**of the
ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: **2012-06-21**

TOPIC: **JOINT USE AGREEMENT – CITY OF SURREY
RE: CHIMNEY HILL ELEMENTARY – SITE #165**

The Board of Education of School District No. 36 (Surrey) and the City of Surrey have a mutual interest in entering into Joint Use Agreement at Chimney Hill Elementary – Site #165, located at 14755 - 74 Avenue for utilization of exterior washrooms, parking lot and playing field.

School District staff in consultation with City of Surrey staff have over many months developed the agreement and believe it will prove beneficial to both parties and ultimately the community.

IT IS THEREFORE RECOMMENDED:

THAT the Board of Education of School District No. 36 (Surrey) authorize the execution of the Joint Use Agreement with the City of Surrey for the use of exterior washrooms, parking lot and playing field at Chimney Hill Elementary – Site #165, located at 14755 - 74 Avenue.

Enclosures:



Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

**JOINT USE AGREEMENT SITE # 165 - CHIMNEY HILL ELEMENTARY
EXTERIOR WASHROOMS, PARKING LOT & PLAYING FIELD**

THIS AGREEMENT made as of the ____ day of _____, 2012.

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 36 (SURREY), a Board duly constituted under the
School Act of the Province of British Columbia, having
its offices at 14033 92 Avenue, in the City of Surrey, in
in the Province of British Columbia

(hereinafter called the “Board”)

OF THE FIRST PART

AND:

THE CITY OF SURREY, a Municipal Corporation,
having its offices at 14245 56 Avenue, in
the City of Surrey, in the Province of British Columbia

(hereinafter called the “City”)

OF THE SECOND PART
(together “the Parties”)

WHEREAS:

- A. Section 98(2) of the School Act of RSBC 1996, c.412 provides that a Board may enter into an agreement with a municipality that is located in or located in part of the School District for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint Board and Community use;
- B. Section 23 of the Community Charter SBC 2003, c.26 provides that a local government may enter into an agreement with a public authority, which includes a Board of Education, respecting the undertaking, provision and operation of activities, works and services;
- C. The Parties, through an agreement dated July 4, 2000 are committed to the joint development and use of school and park sites that are owned by the City or the Board;

- D. The Board is the owner in fee simple of that certain parcel or tract of land and premises known as “Chimney Hill Elementary, Site # 165”, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as:

PID # 023-527-994

Lot 4 Section 22 Township 2 New Westminster District Plan LMP 29890
(the “Board Lands”)

- E. The City is the owner in fee simple of that certain parcel or tract of land situate, lying and being in City of Surrey, Province of British Columbia, which is hereinafter known “Chimney Heights Park” and described as:

PID# 023-527-978

Lot 3 Section 22 Township 2 New Westminster District Plan LMP 29890
(the “City Lands”)

- F. The Board and the City have agreed upon the joint utilization of the Board Parking Lot (the “Parking Lot”) and Exterior Washroom Facilities (the “Exterior Washrooms”) located on Board Lands at the locations shown on the attached Schedule “A” and an irrigated sand-based grass Playing Field (the” Playing Field”) located on City Lands at the location shown on attached Schedule “B” to this Agreement.

- G. Capital Contribution arrangements have previously been made between the Parties. Each capital contribution towards this agreement is at “no charge” to the other party.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1(a) The Board covenants and agrees to design and construct the Exterior Washrooms and Parking lot on the Board Lands at the location set out on Schedule “A” to this agreement. The Exterior Washrooms and Parking Lot will be vested in and remain the property of the Board;
- (b) The City covenants and agrees to design and construct the Playing Field to documented City standards on City Lands at the location set out on Schedule “B” to this agreement. The Playing Field shall be vested in and remain the property of the City.
2. The Board covenants and agrees to maintain the Exterior Washrooms and Parking Lot. The Board covenants and agrees to permit access to the Exterior Washrooms and Parking lot as set out in paragraph 8 herein.
3. The City covenants and agrees to maintain the Playing Field to the same service level standards as applied to other City fields. The City covenants and agrees to permit access to the Playing Field as set out in paragraph 8 herein.

4. The Board covenants and agrees to provide passive grass maintenance services at the six joint use sites as set out in Schedule "C" to this agreement. The prescribed works have an estimated value equal to fifty (50%) percent of the cost of maintenance of the Playing Fields, on this and other sites as mutually agreed upon, at the six joint use sites listed.
5. The Board hereby grants to the City, its officers, agents, servants, contractors, employees and invitees the right to enter upon Board Lands for the purpose of using the Exterior Washrooms and Parking Lot in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfill the intent of this Agreement.
6. The City hereby grants to the Board, its officers, agents, servants, contractors, employees and invitees the right to enter upon City Lands for the purpose of using the Playing Field in accordance with the terms hereof and any other terms to which the parties may agree to in writing from time to time, in order to fulfill the intent of this Agreement.
7. Each party will be responsible for allocation and booking of the Playing Field during its respective scheduled time of use as set out in paragraph 8 herein.
8. The Board and the City shall have joint use of the Playing Field and Exterior Washrooms as follows:
 - (a) The Board shall have use of the Playing Field and Exterior Washrooms for school purposes between the hours of 8:00 A.M. and 5:00 P.M. on all days during which school is in session and at such other times as agreed to with the City, such agreement not to be unreasonably withheld.

The Board acknowledges that City field maintenance operations may result in field closure, and therefore school use shall not occur during the closure period. The City confirms that the Playing Field may be closed annually from **June 15 until the First Day of School in September**. **The Playing Field may also be closed** on other occasions deemed necessary by the City in order to provide an appropriate turf grass renovation and establishment period and in order to maintain a reasonably safe and playable sport surface.

The City (Grounds Manager) will contact the Board (School Principal) to confirm field closure dates if there is a need to close the field for a longer period, outside the dates listed above. The City will make every effort to provide access to a portion of the field during the closure period for school use during the day, between June 15th and the end of the school year.

- (b) The Board (School Principal) shall advise the City of School Sports Days and other large scale events that involve the majority of the school's students, at least one month prior to the event (please contact the City's Field Rental Office). The Board (School) is encouraged to arrange School Sports Days prior to June 1 and not after June 15 to allow the City to undertake annual field maintenance.
- (c) The City shall have use of the Playing Field, Exterior Washrooms and Parking Lot from

5:00 P.M. until sunset on days when school is in session and from 7:00 A.M. until sunset on all days when school is not in session, save for those times required for maintenance of the Playing Field.

9. Any party to this Agreement may, at its sole discretion, prohibit any use of the Playing Field that it deems to be detrimental to the physical condition of the Playing Field or any use that is contrary to the Policies or Regulations of either party; PROVIDED HOWEVER, that neither party will deny use to any group at times when the Playing Field is available to the other party without first consulting with the other party.

Smoking, consumption of alcohol and/or use of illegal or banned substances are not permitted on Board or City lands in accordance with School District Policies, City Bylaws and other restrictions.

10. It is understood and agreed that the Board and the City may each schedule use, levy and collect such fees and charges for the use of the Playing Field by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.
11. The Board will be responsible for the Parking Lot gate and Exterior Washrooms opening and closing up until 5:00PM on all days during which school is in session. The City will be responsible for the Parking Lot gate and Exterior Washrooms opening and closing after 5:00PM on all days during which school is in session and on Saturdays and Sundays and all other days that school is not in session. The Board agrees to provide to the City an appropriate number of keys to the Exterior Washrooms and Parking Lot gates for the City's use and distribution to select community sport group representatives.
12. The City shall indemnify and hold harmless the Board and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the Board, resulting from the City's use and occupation of the Board Lands. The Board shall forthwith, upon receiving of any suit, claim, demand brought against it, deliver to the City full particulars thereof and the City shall render all reasonable assistance requested by the Board in the defence thereof.
13. The Board shall indemnify and hold harmless the City and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the City, resulting from the Board's use and occupation of City Lands. The City shall forthwith, upon receiving notice of any suit, claim, demand brought against it, deliver to the Board full particulars thereof and the Board shall render all reasonable assistance requested by the City in the defence thereof.
14. Each of the parties shall maintain a minimum of Five Million (\$5,000,000.00) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of the use or occupation of the Playing Field, Exterior Washrooms and Parking Lot. The parties hereto further agree to furnish certificates confirming such insurance coverage if requested by the other party.

15. Any condoning, excusing or overlooking by the Board of any default, breach or non-performance by the City of any covenant, proviso or condition herein contained, shall not operate to waive the Board's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Board under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the Board shall be deemed to be cumulative, not alternative.
16. Any condoning, excusing or overlooking by the City of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the City's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the City under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the City shall be deemed to be cumulative, not alternative.
17. Any notice, direction or other instruction required or permitted to be given hereunder shall be in writing and may be delivered personally or by registered mail, postage prepaid, addressed as follows:

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 36 (SURREY)
Attention: Secretary-Treasurer
14033 - 92 Avenue
Surrey, BC V3V 0B7

And

THE CITY OF SURREY
Attention: General Manager,
Parks, Recreation and Culture
14245 - 56 Avenue
Surrey, BC V3X 3A2

18. Any dispute arising between the parties in connection with the interpretation of this Agreement or with the use and operation of the Playing Field, Exterior Washrooms and Parking Lot pursuant to this Agreement, shall be referred to the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer for resolution. If the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with Section 21 of this Agreement.
19. This Agreement, or any renegotiated agreement, shall be effective for ten (10) consecutive years thereafter; and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 20 of this Agreement.

20. No later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of this Agreement, or no later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of any renegotiated agreement, either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to terminate is served by either party, the notice shall be effective five (5) years after the next following anniversary of the effective date of this Agreement and the Agreement shall not be renegotiated within that period.

21. Where notice to renegotiate this Agreement is served by either party, the parties will forthwith enter into discussions to reach terms of a renegotiated agreement. Any matter may be renegotiated with the exception of:

- i) the term of the renegotiated agreement which shall be ten (10) years from the next following anniversary of the effective date of this Agreement; and
- ii) the provisions of Sections 18, 19 and 20 of this Agreement.

In the event that such discussions do not result in mutually acceptable terms of a renegotiated agreement by the next following anniversary of the effective date of the Agreement, the matter or matters still in dispute shall be referred to one arbitrator pursuant to the Commercial Arbitration Act of the Province of British Columbia and the arbitrator will determine the disputed conditions of the Agreement for the ten (10) year term of the renegotiated agreement. If the award of the arbitrator has not been received by the anniversary date of the Agreement, the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the arbitrator has been published.

22. The following schedules form part of and are incorporated into this agreement:

- (a) Schedule "A": Location of the Exterior Washroom Facilities and Parking Lot
- (b) Schedule "B": Location of the Playing Field
- (c) Schedule "C": Maintenance Estimates for Unsigned Joint Use Agreement Sites

23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF the parties hereto have duly attested by the hands of their duly authorized officers on the day and year first above written.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Chairperson

Secretary-Treasurer

THE CITY OF SURREY

General Manager - Parks, Recreation and Culture

City Clerk

SCHEDULE "A": Location of the Exterior Washroom Facilities and Parking Lot



Printed: 29-Jul-2009 8:49:41 AM

SCHEDULE "B": Location of the Playing Field



Printed: 29-Jul-2009 8:42:37 AM

SCHEDULE “C”: Maintenance Estimates for Joint Use Agreement Sites

Joint School/Park Site	Sportsfield Maintenance (City Cost)	Park Assets to be Maintained by SD 36	Estimated cost of SD36 Maintenance of Park Assets	SD36 Costs as % of Sportsfield Maintenance
A.J. McLellan Park	\$13,700	Passive grass	\$10,492	77%
Chimney Heights Park	\$14,620	Passive grass	\$7,463	51%
Coast Meridian Park	\$13,700	Passive grass	\$3,648	27%
Morgan Creek Park	\$13,700	Passive grass	\$9,036	66%
Cambridge Park	\$13,700	Passive grass, parking lot	\$4,502	33%
Hillcrest Park	\$7,851	Passive grass	\$7,463	42%
	\$87,271		\$42,605	49%
*Passive grass maintenance includes bi-weekly cutting, monthly trimming & monthly litter collection				



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

Schedule 3(m)

**of the
ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: 2012-06-21

**TOPIC: JOINT USE AGREEMENT – CITY OF SURREY
RE: HILLCREST ELEMENTARY – SITE #176**

The Board of Education of School District No. 36 (Surrey) and the City of Surrey have a mutual interest in entering into Joint Use Agreement at Hillcrest Elementary – Site #176, located at 18599 – 65 Avenue for utilization of exterior washrooms, parking lot and playing fields.

School District staff in consultation with City of Surrey staff have over many months developed the agreement and believe it will prove beneficial to both parties and ultimately the community.

IT IS THEREFORE RECOMMENDED:

THAT the Board of Education of School District No. 36 (Surrey) authorize the execution of the Joint Use Agreement with the City of Surrey for the use of exterior washrooms, parking lot and playing fields at Hillcrest Elementary – Site #176, located at 18599 – 65 Avenue.

Enclosures:



Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

**JOINT USE AGREEMENT SITE # 176 - HILLCREST ELEMENTARY
EXTERIOR WASHROOMS, PARKING LOT & PLAYING FIELDS**

THIS AGREEMENT made as of the ____ day of _____, 2012.

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 36 (SURREY), a Board duly constituted under the
School Act of the Province of British Columbia, having
its offices at 14033 92 Avenue, in the City of Surrey, in
in the Province of British Columbia

(hereinafter called the “Board”)

OF THE FIRST PART

AND:

THE CITY OF SURREY, a Municipal Corporation,
having its offices at 14245 56 Avenue, in
the City of Surrey, in the Province
of British Columbia

(hereinafter called the “City”)

OF THE SECOND PART
(together “the Parties”)

WHEREAS:

- A. Section 98(2) of the School Act of RSBC 1996, c.412 provides that a Board may enter into an agreement with a municipality that is located in or located in part of the School District for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint Board and Community use;
- B. Section 23 of the Community Charter SBC 2003, c.26 provides that a local government may enter into an agreement with a public authority, which includes the Board of Education, respecting the undertaking, provision and operating of activities, works and services;
- C. The parties, through an agreement dated July 4, 2000, are committed to the joint development and use of school and park sites that are owned by the City or the Board;

- D. The Board is the owner in fee simple of that certain parcel or tract of land and premises known as “Hillcrest Elementary, Site # 176”, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as:

PID: 024-539-287

Lot 1 Section 16 Township 8 New Westminster District Plan LMP 42306

(The “Board lands”)

- E. The City is the owner in fee simple of that certain parcel or tract of land and premises known as “Hillcrest Park”, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as:

PID: 026-291-967

Parcel 1 Except: Part Dedicated Road on Plan BCP17753

Section 16 Township 8 New Westminster District Plan BCP17752

(the “City lands”); and

- F. The Board and the City have agreed upon the joint utilization of the Board Parking Lot (the “Parking Lot”) and Exterior Washroom Facilities (the “Exterior Washrooms”) located on Board lands at the locations shown on the attached Schedule “A” and an irrigated sand-based grass Playing Field and Baseball Diamond, (the “Playing Fields”), located on City lands at the locations shown on the attached Schedule “B” to this Agreement.

- G. Capital Contribution arrangements have previously been made between the Parties. Each capital contribution toward this agreement is at “no charge” to the other Party.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1 (a) The Board covenants and agrees to construct the Exterior Washrooms and Parking Lot on Board Lands at the location set out in Schedule “A” to this agreement. The Exterior Washrooms and Parking Lot will be vested in and remain the property of the Board.
- (b) The City covenants and agrees to construct the Playing Fields to documented City standards on City lands at the location set out on schedule “B” to this agreement. The Playing Fields will be vested in and remain the property of the City.
2. The Board covenants and agrees to maintain the Exterior Washrooms and Parking Lot, The Board covenants and agrees to allow access to the Exterior Washrooms and Parking Lot as set out in paragraph 8 herein.
3. The City covenants and agrees to maintain the Playing Fields to the same service level standards as applied to other City fields. The City covenants and agrees to permit access to the Playing Fields as set out in paragraph 8 herein.

4. The Board covenants and agrees to provide passive grass maintenance services at the six joint use sites as set out in Schedule C to this agreement. The prescribed works have an estimated value equal to fifty (50%) percent of the cost of maintenance of the Playing Fields at the six joint use sites listed.
5. The Board hereby grants to the City, its officers, agents, servants, contractors, employees and invitees the right to enter upon Board Lands for the purpose of using the Exterior Washrooms and Parking Lot in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfill the intent of this Agreement.
6. The City hereby grants to the Board, its officers, agents, servants, contractors, employees and invitees the right to enter upon City Lands for the purpose of using the Playing Fields in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfill the intent of this Agreement.
7. Each party will be responsible for allocation and booking of the Playing Fields during its respective scheduled times of use as set out in paragraph 8 herein.
8. The Board and the City shall have joint use of the Playing Field and Exterior Washrooms as follows:
 - (a) The Board shall have use of the Playing Field and Exterior Washrooms for school purposes between the hours of 8:00 A.M. and 5:00 P.M. on all days during which school is in session and at such other times as agreed to with the City, such agreement not to be unreasonably withheld.

The Board acknowledges that City field maintenance operations may result in field closure, and therefore school use shall not occur during the closure period. The City confirms that the Playing Field may be closed annually from **June 15 until the First Day of School in September. The Playing Field may also be closed** on other occasions deemed necessary by the City in order to provide an appropriate turf grass renovation and establishment period and in order to maintain a reasonably safe and playable sport surface.

The City (Grounds Manager) will contact the Board (School Principal) to confirm field closure dates if there is a need to close the field for a longer period, outside the dates listed above. The City will make every effort to provide access to a portion of the field during the closure period for school use during the day, between June 15th and the end of the school year.

- (b) The Board (School Principal) shall advise the City of School Sports Days and other large scale events that involve the majority of the school's students, at least one month prior to the event (please contact the City's Field Rental Office). The Board (School) is encouraged to arrange School Sports Days prior to June 1 and not after June 15 to allow the City to undertake annual field maintenance.
- (c) The City shall have use of the Playing Fields, Exterior Washrooms and Parking Lot from 5:00 P.M. until sunset on days when school is in session and from 7:00 A.M. until sunset when school is not in session, save for those times required for maintenance of the Playing Fields.

9. Any party to this Agreement may, at its sole discretion, prohibit any use of the Playing Fields that it deems to be detrimental to the physical condition of the Playing Fields or any use that is contrary to the Policies or Regulations of either party; PROVIDED HOWEVER, that neither party will deny use to any group at times when the Playing Fields are available to the other party without first consulting with the other party.

Smoking, consumption of alcohol and/or use of illegal or banned substances are not permitted on Board or City lands in accordance with School District Policies, City Bylaws and other restrictions.

10. It is understood and agreed that the Board and the City may each schedule use, levy and collect such fees and charges for the use of the Playing Fields by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.
11. The Board will be responsible for the opening and closing of the Exterior Washrooms and Parking Lot gate up until 5:00 P.M. on all days during which school is in session. The City will be responsible for the Exterior Washrooms and Parking Lot gate opening and closing after 5:00 P.M. on all days during which school is in session and on Saturdays and Sundays and all other days that school is not in session. The Board agrees to provide to the City an appropriate number of keys to the Exterior Washrooms and Parking Lot gates for the City's use and distribution to select community sport group representatives.
12. The City shall indemnify and hold harmless the Board and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the Board, resulting from the City's use and occupation of the Board Lands. The Board shall forthwith, upon receiving of any suit, claim, demand brought against it, deliver to the City full particulars thereof and the City shall render all reasonable assistance requested by the Board in the defence thereof.
13. The Board shall indemnify and hold harmless the City and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the City, resulting from the Board's use and occupation of the City Lands. The City shall forthwith, upon receiving of any suit, claim, demand brought against it, deliver to the Board full particulars thereof and the Board shall render all reasonable assistance requested by the City in defence thereof.
14. Each of the parties shall maintain a minimum of Five Million (\$5,000,000.00) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of the use or occupation of the Playing Fields, Exterior Washrooms and Parking Lot. The parties hereto further agree to furnish certificates confirming such insurance coverage if requested by the other party.
15. Any condoning, excusing or overlooking by the Board of any default, breach or non-performance by the City of any covenant, proviso or condition herein contained, shall not operate to waive the Board's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Board under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the Board shall be deemed to be cumulative, not

alternative.

16. Any condoning, excusing or overlooking by the City of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the City's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the City under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the City shall be deemed to be cumulative, not alternative.
17. Any notice, direction or other instruction required or permitted to be given hereunder shall be in writing and may be delivered personally or by registered mail, postage prepaid, addressed as follows:

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 36 (SURREY)
Attention: Secretary-Treasurer
14033 - 92 Avenue
Surrey, BC V3V 0B7

And

THE CITY OF SURREY
Attention: General Manager,
Parks, Recreation and Culture
14245 - 56 Avenue
Surrey, BC V3X 3A2

18. Any dispute arising between the parties in connection with the interpretation of this Agreement or with the use and operation of the Playing Fields, Exterior Washrooms and Parking Lot pursuant to this Agreement, shall be referred to the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer for resolution. If the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with Section 21 of this Agreement.
19. This Agreement, or any renegotiated agreement, shall be effective for ten (10) consecutive years thereafter; and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 20 of this Agreement.
20. No later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of this Agreement, or no later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of any renegotiated agreement, either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to terminate is served by either party, the notice shall be effective five (5) years after the next following anniversary of the effective date of this Agreement and the Agreement shall not be renegotiated within that period.

21. Where notice to renegotiate this Agreement is served by either party, the parties will forthwith enter into discussions to reach terms of a renegotiated agreement. Any matter may be renegotiated with the exception of:
 - i) the term of the renegotiated agreement which shall be ten (10) years from the next following anniversary of the effective date of this Agreement; and
 - ii) the provisions of Sections 18, 19 and 20 of this Agreement.

In the event that such discussions do not result in mutually acceptable terms of a renegotiated agreement by the next following anniversary of the effective date of the Agreement, the matter or matters still in dispute shall be referred to one arbitrator pursuant to the Commercial Arbitration Act of the Province of British Columbia and the arbitrator will determine the disputed conditions of the Agreement for the ten (10) year term of the renegotiated agreement. If the award of the arbitrator has not been received by the anniversary date of the Agreement, the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the arbitrator has been published.

22. The following schedules form part of and are incorporated into this agreement:
 - (a) Schedule "A": Location of Exterior Washrooms and Parking Lot
 - (b) Schedule "B": Location of Playing Fields
 - (c) Schedule "C": Maintenance Estimates for Unsigned Joint Use Agreement Sites

23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF the parties hereto have duly attested by the hands of their duly authorized officers on the day and year first above written

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Chairperson

Secretary-Treasurer

THE CITY OF SURREY

General Manager - Parks, Recreation and Culture

City Clerk

SCHEDULE "A": Location of Exterior Washrooms and Parking Lot



Printed: 29-Jul-2009 8:58:07 AM

SCHEDULE "B": Location of Playing Fields



Printed: 29-Jul-2009 9:04:07 AM

SCHEDULE “C”: Maintenance Estimates for Joint Use Agreement Sites

Joint School/Park Site	Sportsfield Maintenance (City Cost)	Park Assets to be Maintained by SD 36	Estimated cost of SD36 Maintenance of Park Assets	SD36 Costs as % of Sportsfield Maintenance
A.J. McLellan Park	\$13,700	Passive grass	\$10,492	77%
Chimney Heights Park	\$14,620	Passive grass	\$7,463	51%
Coast Meridian Park	\$13,700	Passive grass	\$3,648	27%
Morgan Creek Park	\$13,700	Passive grass	\$9,036	66%
Cambridge Park	\$13,700	Passive grass, parking lot	\$4,502	33%
Hillcrest Park	\$7,851	Passive grass	\$7,463	42%
	\$87,271		\$42,605	49%
*Passive grass maintenance includes bi-weekly cutting, monthly trimming & monthly litter collection				



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

Schedule 3(n)

**of the
ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: **2012-06-21**

TOPIC: **JOINT USE AGREEMENT – CITY OF SURREY
RE: MORGAN ELEMENTARY – SITE #188**

The Board of Education of School District No. 36 (Surrey) and the City of Surrey have a mutual interest in entering into Joint Use Agreement at Morgan Elementary – Site #188, located at 3366 – 156A Street for utilization of exterior washrooms, parking lots, tennis courts and playing field.

School District staff in consultation with City of Surrey staff have over many months developed the agreement and believe it will prove beneficial to both parties and ultimately the community.

IT IS THEREFORE RECOMMENDED:

THAT the Board of Education of School District No. 36 (Surrey) authorize the execution of the Joint Use Agreement with the City of Surrey for the use of exterior washrooms, parking lots, tennis courts and playing field at Morgan Elementary – Site #188, located at 3366 – 156A Street.

Enclosures:

X

Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

**JOINT USE AGREEMENT SITE # 188 - MORGAN ELEMENTARY
EXTERIOR WASHROOMS, PARKING LOTS, TENNIS COURTS & PLAYING FIELD**

THIS AGREEMENT made as of the ____ day of _____, 2012.

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 36 (SURREY), a Board duly constituted under the
School Act of the Province of British Columbia, having
its offices at 14033 92 Avenue, in the City of Surrey, in
in the Province of British Columbia

(hereinafter called the “Board”)

OF THE FIRST PART

AND:

THE CITY OF SURREY, a Municipal Corporation,
having its offices at 14245 56 Avenue, in
the City of Surrey, in the Province of British Columbia

(hereinafter called the “City”)

OF THE SECOND PART
(together “the Parties”)

WHEREAS:

- A. Section 98(2) of the School Act of RSBC 1996, c.412 provides that a Board may enter into an agreement with a municipality that is located in or located in part of the School District for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint Board and Community use;
- B. Section 23 of the Community Charter SBC 2003, c.26 provides that a local government may enter into an agreement with a public authority, which includes a Board of Education, respecting the undertaking, provision and operation of activities, works and services;
- C. The parties, through an agreement dated July 4, 2000 are committed to the joint development and use of school and park sites that are owned by the City or the Board;

- D. The Board is the owner in fee simple of that certain parcel or tract of land and premises known as “Morgan Elementary, Site # 188”, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as:

PID #024-606-359

Lot A Section 26 Township 1 New Westminster District Plan LMP 43394
(the “Board Lands”)

- E. The City is the owner in fee simple of that certain parcel or tract of land situate, lying and being in City of Surrey, Province of British Columbia, which is hereinafter known as “Morgan Park” and described as:

PID #024-860-654

Lot 1 Section 26 Township 1 New Westminster District Plan LMP 47440
(the “City Lands”)

- F. The Board and the City have agreed upon the joint utilization of the Board Parking Lot and City Parking Lot (the “Parking Lots”) and Exterior Washroom Facilities (the “Exterior Washrooms”) located on Board Lands at the locations shown on the attached Schedule “A” and an irrigated sand-based grass Playing Field (the “Playing Field”) and Tennis Courts (the “Tennis Courts”) located on City Lands at the location shown on attached Schedule “B” to this Agreement.
- G. Capital Contribution arrangements have previously been agreed upon between the Parties. Each capital contribution toward this agreement is at “no charge” to the other Party.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1(a) The Board covenants and agrees to design and construct the Exterior Washrooms and Parking Lots on the Board Lands at the location set out in Schedule “A” to this agreement. The Exterior Washrooms and Parking Lots will be vested in and remain the property of the Board.
- (b) The City covenants and agrees to design and construct Tennis Courts and the Playing Field to documented City standards on City Lands at the location set out on Schedule “B” to this agreement. The Tennis Courts and Playing Field shall be vested in and remain the property of the City.
2. The Board covenants and agrees to maintain the Exterior Washrooms and Parking Lots. The Board covenants and agrees to permit access to the Exterior Washrooms and Parking Lots as set out in paragraph 8 herein.
3. The City covenants and agrees to maintain the Tennis Courts and Playing Field to the same service level standards as applied to other City Tennis Courts and City Playing Fields. The City covenants and agrees to permit access to the Tennis Courts and Playing Field as set out in paragraph 8 herein.

4. The Board covenants and agrees to provide passive grass maintenance services at the six joint use sites as set out in Schedule “C” to this agreement. The prescribed works having an estimated value equal to fifty (50%) percent of the cost of maintenance of the Playing Fields on this and other sites as mutually agreed upon, at the six joint use sites listed.
5. The Board hereby grants to the City, its officers, agents, servants, contractors, employees and invitees the right to enter upon Board Lands for the purpose of using the Exterior Washrooms and the Parking Lots in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfill the intent of this Agreement.
6. The City hereby grants to the Board, its officers, agents, servants, contractors, employees and invitees the right to enter upon City Lands for the purpose of using the Tennis Courts and Playing Field in accordance with the terms hereof and any other terms to which the parties may agree to in writing from time to time, in order to fulfill the intent of this Agreement.
7. Each party will be responsible for allocation and booking of the Playing Field during its respective scheduled time of use as set out in paragraph 8 herein.
8. The Board and the City shall have joint use of the Playing Field and Exterior Washrooms as follows:
 - (a) The Board shall have use of the Playing Field and Exterior Washrooms for school purposes between the hours of 8:00 A.M. and 5:00 P.M. on all days during which school is in session and at such other times as agreed to with the City, such agreement not to be unreasonably withheld.

The Board acknowledges that City field maintenance operations may result in field closure, and therefore school use shall not occur during the closure period. The City confirms that the Playing Field may be closed annually from **June 15 until the First Day of School in September. The Playing Field may also be closed** on other occasions deemed necessary by the City in order to provide an appropriate turf grass renovation and establishment period and in order to maintain a reasonably safe and playable sport surface.

The City (Grounds Manager) will contact the Board (School Principal) to confirm field closure dates if there is a need to close the field for a longer period, outside the dates listed above. The City will make every effort to provide access to a portion of the field during the closure period for school use during the day, between June 15th and the end of the school year.

- (b) The Board (School Principal) shall advise the City of School Sports Days and other large scale events that involve the majority of the school`s students, at least one month prior to the event (please contact the City`s Field Rental Office). The Board (School) is encouraged to arrange School Sports Days prior to June 1 and not after June 15 to allow the City to undertake annual field maintenance.
- (c) The City shall have use of the Playing Field, Exterior Washrooms, Tennis Courts and Parking Lots from 5:00 P.M. until sunset on days when school is in session and from 7:00 A.M. until sunset on all days when school is not in session, save for those times required for maintenance

of the Playing Field.

(d) Tennis Courts are available on a first-come-first-served basis for school and community use. Tennis Courts may be reserved for exclusive use with written agreement of the City, such agreement not to be unreasonably withheld.

9. Any party to this Agreement may, at its sole discretion, prohibit any use of the Playing Field that it deems to be detrimental to the physical condition of the Playing Field or any use that is contrary to the Policies or Regulations of either party; PROVIDED HOWEVER, that neither party will deny use to any group at times when the Playing Field is available to the other party without first consulting with the other party.

Smoking, consumption of alcohol and/or use of illegal or banned substances are not permitted on Board or City lands in accordance with School District Policies, City Bylaws and other restrictions.

10. It is understood and agreed that the Board and the City may each schedule use, levy and collect such fees and charges for the use of the Playing Field by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.

11. The Board will be responsible for the Parking Lot gates and Exterior Washrooms opening and closing up until 5:00 P.M. on all days during which school is in session. The City will be responsible for the Parking Lot gates and Exterior Washrooms opening and closing after 5:00 P.M. on all days during which school is in session and on Saturdays and Sundays and all other days that school is not in session. The Board agrees to provide to the City an appropriate number of keys to the Exterior Washrooms and Parking Lot gates for the City's use and distribution to select community sport group representatives.

12. The City shall indemnify and hold harmless the Board and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the Board, resulting from the City's use and occupation of the Board Lands. The Board shall forthwith, upon receiving of any suit, claim, demand brought against it, deliver to the City full particulars thereof and the City shall render all reasonable assistance requested by the Board in the defence thereof.

13. The Board shall indemnify and hold harmless the City and its employees, servants, agents, contractors and invitees from any and all claims, excepting negligence of the City, resulting from the Board's use and occupation of City Lands. The City shall forthwith, upon receiving notice of any suit, claim, demand brought against it, deliver to the Board full particulars thereof and the Board shall render all reasonable assistance requested by the City in the defence thereof.

14. Each of the parties shall maintain a minimum of Five Million (\$5,000,000.00) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of the use or occupation of the Playing Field, External Washrooms and Parking Lot. The parties hereto further agree to furnish certificates confirming such insurance coverage if requested by the other party.

15. Any condoning, excusing or overlooking by the Board of any default, breach or non- performance

by the City of any covenant, proviso or condition herein contained, shall not operate to waive the Board's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Board under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the Board shall be deemed to be cumulative, not alternative.

16. Any condoning, excusing or overlooking by the City of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the City's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the City under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the City shall be deemed to be cumulative, not alternative.
17. Any notice, direction or other instruction required or permitted to be given hereunder shall be in writing and may be delivered personally or by registered mail, postage prepaid, addressed as follows:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Attention: Secretary-Treasurer
14033 - 92 Avenue
Surrey, BC V3V 0B7

And

THE CITY OF SURREY

Attention: General Manager,
Parks, Recreation and Culture
14245 – 56th Avenue
Surrey, BC V3X 3A2

18. Any dispute arising between the parties in connection with the interpretation of this Agreement or with the use and operation of the Playing Field, Exterior Washrooms, Tennis Courts and Parking Lots pursuant to this Agreement, shall be referred to the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer for resolution. If the City's General Manager, Parks, Recreation and Culture and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with Section 21 of this Agreement.
19. This Agreement, or any renegotiated agreement, shall be effective for ten (10) consecutive years thereafter; and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 20 of this Agreement.

20. No later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of this Agreement, or no later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of any renegotiated agreement, either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to terminate is served by either party, the notice shall be effective five (5) years after the next following anniversary of the effective date of this Agreement and the Agreement shall not be renegotiated within that period.

21. Where notice to renegotiate this Agreement is served by either party, the parties will forthwith enter into discussions to reach terms of a renegotiated agreement. Any matter may be renegotiated with the exception of:

- (i) the term of the renegotiated agreement which shall be ten (10) years from the next following anniversary of the effective date of this Agreement; and
- (ii) the provisions of Sections 18, 19 and 20 of this Agreement.

In the event that such discussions do not result in mutually acceptable terms of a renegotiated agreement by the next following anniversary of the effective date of the Agreement, the matter or matters still in dispute shall be referred to one arbitrator pursuant to the Commercial Arbitration Act of the Province of British Columbia and the arbitrator will determine the disputed conditions of the Agreement for the ten (10) year term of the renegotiated agreement. If the award of the arbitrator has not been received by the anniversary date of the Agreement, the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the arbitrator has been published.

22. The following schedules form part of and are incorporated into this agreement:

- (a) Schedule "A": Location of the Exterior Washroom Facilities and Parking Lots
- (b) Schedule "B": Location of Playing Field and Tennis Courts
- (c) Schedule "C": Maintenance Estimates for Joint Use Agreement Sites

23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors.

IN WITNESS WHEREOF the parties hereto have duly attested by the hands of their duly authorized officers on the day and year first above written.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)

Chairperson

Secretary-Treasurer

THE CITY OF SURREY

General Manager - Parks, Recreation and Culture

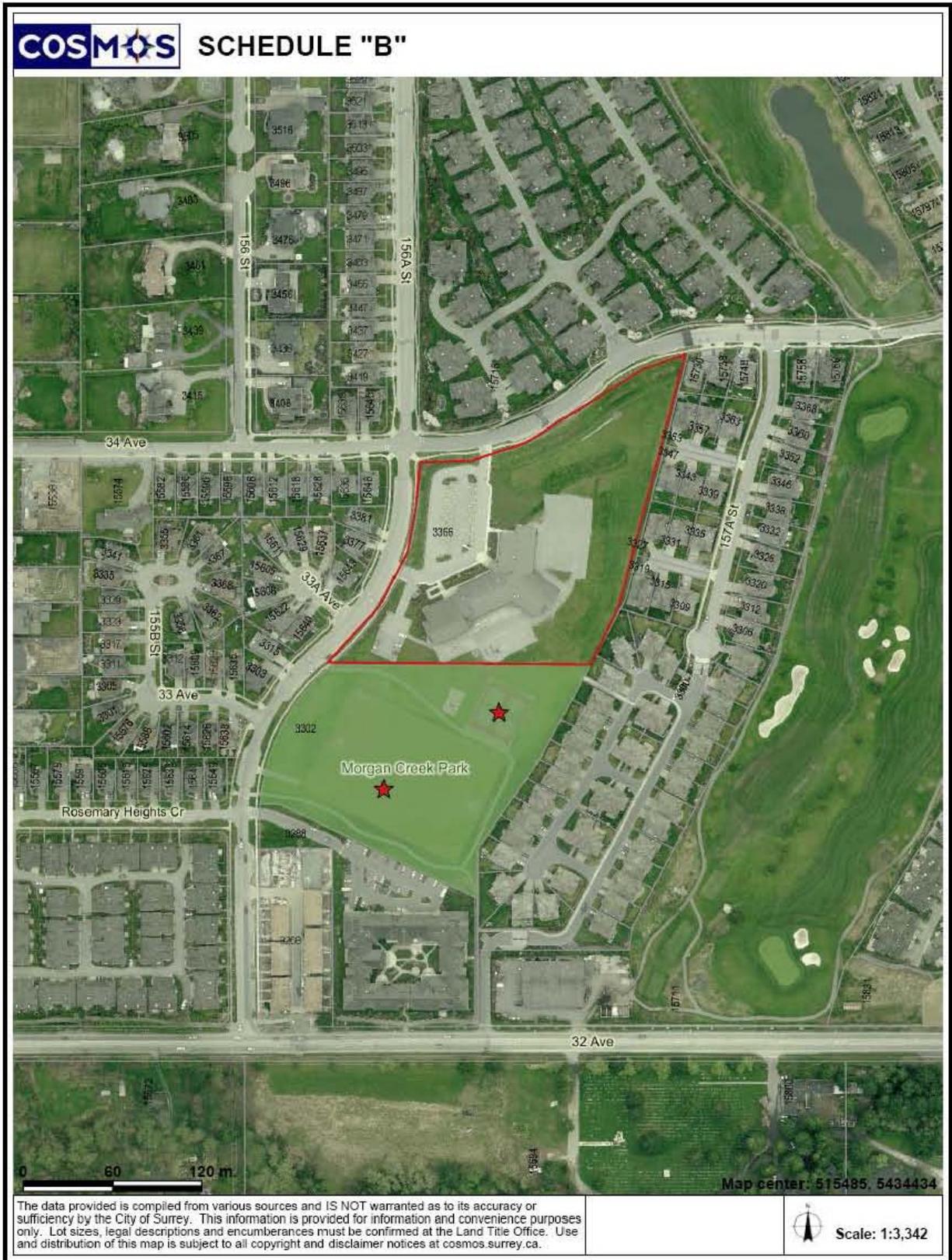
City Clerk

SCHEDULE "A": Location of the Exterior Washroom Facilities and Parking Lots



Printed: 13-Apr-2010 9:40:32 AM

SCHEDULE "B": Location of Playing Field and Tennis Courts



SCHEDULE “C”: Maintenance Estimates for Joint Use Agreement Sites

Joint School/Park Site	Sportsfield Maintenance (City Cost)	Park Assets to be Maintained by SD 36	Estimated cost of SD36 Maintenance of Park Assets	SD36 Costs as % of Sportsfield Maintenance
A.J. McLellan Park	\$13,700	Passive grass	\$10,492	77%
Chimney Heights Park	\$14,620	Passive grass	\$7,463	51%
Coast Meridian Park	\$13,700	Passive grass	\$3,648	27%
Morgan Creek Park	\$13,700	Passive grass	\$9,036	66%
Cambridge Park	\$13,700	Passive grass, parking lot	\$4,502	33%
Hillcrest Park	\$7,851	Passive grass	\$7,463	42%
	\$87,271		\$42,605	49%
*Passive grass maintenance includes bi-weekly cutting, monthly trimming & monthly litter collection				

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(o)

of the
ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: **2012-06-21**

TOPIC: **BYLAW #209, RE: HJORTH ROAD ELEMENTARY – SITE #001
– STATUTORY RIGHT-OF-WAY – CITY OF SURREY**

The City of Surrey requires a Statutory Right-of Way for transit shelters, transit benches and sidewalks along the south side of Hjorth Road Elementary - Site #001, located at 14781 – 104th Avenue as shown on Schedule A.

The Statutory Right-of-Way, in favour of the City of Surrey, will allow for constructing, altering, replacing, repairing, upgrading, maintaining with or without vehicles, transit shelters (with or without advertising), transit benches (with or without advertising) and sidewalks. The area of containment for the Statutory Right-of-Way is +/- 11 square metres.

The Statutory Right-of-Way area is for the purpose of public rights of passage without vehicles for access to and egress from the transit shelter.

The Statutory Right-of-Way will have no adverse effect on the use of the site by the school district; nor will they affect our ability to dispose of the site in the future.

Under the requirements of the *School Act, Section 65(5)*, school districts must exercise their authority on matters dealing with the disposal of land and/or improvements by passing bylaws.

IT IS THEREFORE RECOMMENDED:

THAT Bylaw #209, Re: Hjorth Road Elementary – Site #001 – Statutory Right-of-Way – City of Surrey be given three (3) readings at this meeting (vote must be unanimous).

Continued ...

MEETING DATE: 2012-06-21

SCHEDULE: 3(o)

TOPIC: **BYLAW #209, RE: HJORTH ROAD ELEMENTARY – SITE #001 – STATUTORY RIGHT-OF-WAY – CITY OF SURREY**

BYLAW RECOMMENDATION:

1. THAT Bylaw #209, Re: Hjorth Road Elementary – Site #001 – Statutory Right-of-Way – City of Surrey be approved as read a first time.
2. THAT Bylaw #209, Re: Hjorth Road Elementary – Site #001 – Statutory Right-of-Way – City of Surrey be approved as read a second time.
3. THAT Bylaw #209, Re: Hjorth Road Elementary – Site #001 – Statutory Right-of-Way – City of Surrey be approved as read a third time and finally adopted.

Enclosures:

X

Submitted by: _____
W.D. Noye, Secretary-Treasurer

Approved by: _____
M. A. McKay, Superintendent

**BOARD OF EDUCATION
OF
SCHOOL DISTRICT NO. 36 (SURREY)**

**BYLAW #209, RE: HJORTH ROAD ELEMENTARY – SITE #001 –
STATUTORY RIGHT-OF-WAY – CITY OF SURREY**

THAT the Board grant a Statutory Right-of-Way on Hjorth Road Elementary – Site #001, located at 14781 – 104th Avenue, legally described as Parcel Identifier: 024-798-461, Parcel 1 Section 19 Block 5 North Range 1 New Westminster District Plan LMP46372, in favour of the City of Surrey, will allow for constructing, altering, replacing, repairing, upgrading, maintaining with or without vehicles, transit shelters (with or without advertising), transit benches (with or without advertising) and sidewalks. The area of containment for the Statutory Right-of-Way is +/- 11 square metres. The Statutory Right-of-Way area is for the purpose of public rights of passage without vehicles for access to and egress from the transit shelter, and that the Board's signing officers execute the Statutory Right-of-Way Agreement.

The Statutory Right-of-Way will have no adverse effect on the use of the site by the school district; nor will they affect our ability to dispose of the site in the future.

READ A FIRST TIME THE 21ST OF JUNE, 2012.

READ A SECOND TIME THE 21ST OF JUNE, 2012.

READ A THIRD TIME, PASSED AND ADOPTED THE 21ST OF JUNE, 2012.

Chairperson of the Board

Secretary-Treasurer

I HEREBY CERTIFY this to be a true and original of the Board of Education of School District No. 36 (Surrey) Bylaw #209, Re: Hjorth Road Elementary – Site #001 – Statutory Right-of-Way – City of Surrey adopted by the Board the 21st day of June, 2012.

Secretary-Treasurer



BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 3(q)
of the

ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: 2012-06-21

TOPIC: TRUSTEES' HONOURARIUM

In accordance with Policy #2920 - *Trustees' Honorarium* and Regulation #2920.1 - *Trustees' Honorarium* (attached), information is hereby provided in support of the process outlined in the above-noted policy and regulation for the annual review of Trustees' honorariums.

Presentation of the Lower Mainland School District Honorariums:

A summary of current Trustee honorariums for Lower Mainland school districts, compiled by the BCSTA, is provided below. The information is presented in the order of highest total honorariums paid to all Trustees per school district.

School District	No. of Trustees	Total \$ for all Trustees	FTE	Trustee Base Rate	Vice Chair	Chair-person
#43 Coquitlam	9	\$251,152	31,450	\$27,530	\$28,780	\$30,030
#39 Vancouver	9	\$226,929	56,776	\$24,983	\$24,983	\$27,065
#36 Surrey	7	\$213,100	70,244	\$29,800	\$31,300	\$32,800
#40 New Westminster	7	\$155,091	7,011	\$21,513	\$23,013	\$24,513
#38 Richmond	7	\$154,941	22,345	\$21,692	\$22,699	\$23,782
#34 Abbotsford	7	\$154,500	19,348	\$21,000	\$23,500	\$26,000
#41 Burnaby	7	\$151,268	25,093	\$21,259	\$22,078	\$22,895
#37 Delta	7	\$149,801	16,108	\$20,933	\$21,919	\$23,217
#35 Langley	7	\$143,770	18,903	\$20,110	\$21,110	\$22,110
#44 North Vancouver	7	\$141,138	15,566	\$19,776	\$20,495	\$21,763
#42 Maple Ridge-Pitt Meadows	7	\$131,578	14,347	\$18,207	\$19,733	\$20,810
#33 Chilliwack	7	\$128,700	13,163	\$18,000	\$18,900	\$19,800
#45 West Vancouver	5	\$101,523	6,789	\$19,770	\$20,305	\$21,908

MEETING DATE: 2012-06-21

SCHEDULE: 3(q)

TOPIC: **TRUSTEES' HONOURARIUM**

Application of Consumer Price Index:

The annual rate change in the Consumer Price Index for Vancouver (CPI) for the twelve (12) months ending April 2012, is an increase of 1.9%. At the current Trustees' honorarium base rate of \$29,800 per annum, an increase of 1.9% would equal \$600 per annum (\$566 rounded to the nearest \$100).

IT IS THEREFORE RECOMMENDED:

THAT the Board set the Trustee honorarium base rate at \$30,400, effective 2012-07-01 and the Chairperson and Vice Chairperson honorariums be applied in accordance with Policy #2920 - *Trustees' Honorarium* and its Regulation.

Enclosures:

Submitted by:

W.D. Noye, Secretary-Treasurer

Approved by:

M.A. McKay, Superintendent

WDN/lm

BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)

Schedule 4(c)

of the
ADMINISTRATIVE MEMORANDUM
(Regular)

MEETING DATE: 2012-06-21

TOPIC: REPORT ON CHANGES TO CLASSES PURSUANT TO SECTION 76.4 OF THE SCHOOL ACT

Section 76.4 (6) of the School Act requires the School District to report increases or changes to classes that occur subsequent to earlier reports. Attached to this report are classes which, since the last reporting date, have:

- i) newly exceeded 30 students,
- ii) exceeded 30 students to a greater extent than previously reported,
- iii) exceeded 3 IEPs and/or,
- iv) exceeded 3 IEPs to a greater extent than previously reported

The rationale for change for each applicable class has been provided.

I confirm that as of this date the organization of classes is in compliance with the provisions of the School Act and is appropriate for student learning.

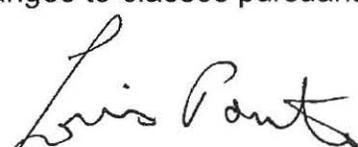
RECOMMENDATION:

THAT the Board accept the report on changes to classes pursuant to Section 76.4 of the School Act.

Enclosures:

X

Submitted by: _____


L. Pante, Executive Director, Human Resources

Approved by: _____


M.A. McKay, Superintendent

/lp

School District #36 (Surrey)
Report on Increases in Class Size/Composition
Section 1: Classes Exceeding 30 Students
Since Last Reported on May 17, 2012

Changes as of June 7, 2012

Grades 4 to 7 where a class newly exceeds 30

Elementary School Name	Grade/subject	# of students last reported	Current # of students	Rationale
South Meridian	Gr. 5/6	30	31	Accommodating a new student

Grades 8 to 12 where a class newly exceeds 30

Secondary School Name	Grade/subject	# of students last reported	Current # of students	Rationale
Guildford Park	Gr. 11	30	31	Accommodate student program needs

Total Classes newly exceeding 30 students

2

Note:

The brief explanatory notes (above) regarding the reason for the class size changes cannot adequately reflect the consultation between the classroom teacher and the principal regarding the appropriateness of the learning environment.

School District #36 (Surrey)
Report on Increases in Class Size/Composition
Section 2: Classes Newly Exceeding 3 IEPs
Since Last Reported on May 17, 2012

Changes as of June 7, 2012

K to 12 Classes newly exceeding more than 3 IEPs

School Name	Grade/subject	# of students last reported	Current # of students	Current Class Size
Elementary				
Fraser Wood	Gr. 4/5	4	5	28
WE Kinvig	Gr. 4	4	5	28
Lena Shaw	Gr. 2	5	6	18
KB Woodward	Gr. 6/7	4	5	28
KB Woodward	Gr. 6/7	n/a	4	28
Secondary				
Fraser Heights	Math 10 A&W	6	7	28
Elgin Park	Math 10 A&W	n/a	5	20
Earl Marriott	Earth Science	7	8	33
Guildford Park	Math 10	4	5	18
Guildford Park	PE 12	n/a	4	23
Guildford Park	SESM 8	4	5	23
Guildford Park	Info Tech 10	n/a	4	18

Total Classes newly reported with more than 3 IEP's

12

Note:

Students who have individualized education plans (IEPs) represent a wide range of abilities and learning needs. The number of students with IEPs should not be considered, on its own, as an accurate description of the class composition. Classroom teachers and principals consult regarding class composition and take into consideration many factors regarding the learning environment.



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

**Schedule 4(d)
of the**

**ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: 2012-06-21

TOPIC: INCOMING CORRESPONDENCE

CATEGORY #3
(Requiring Board action)

NUMBER	FROM	SUBJECT
No items.		



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

**Schedule 5(a)
of the**

**ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: **2012-06-21**

TOPIC: **ITEMS FOR FUTURE DISCUSSION**

No item.

Enclosures:

Submitted by: _____

W.D. Noye, Secretary-Treasurer

Approved by: _____

M.A. McKay, Superintendent

/lm



**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 36 (SURREY)**

**Schedule 5(b)
of the**

**ADMINISTRATIVE MEMORANDUM
(Regular)**

MEETING DATE: **2012-06-21**

TOPIC: **FUTURE MEETINGS**

DATE	TIME	PLACE	EVENT
Thursday, June 21/12	7:00 pm	District Ed. Centre	Regular Board
Thursday, August 30/12 *	7:00 pm	District Ed. Centre	Regular Board
Thursday, September 13/12 *	7:00 pm	District Ed. Centre	Regular Board
Thursday, September 27/12	7:00 pm	District Ed. Centre	Regular Board
Thursday, October 18/12 *	7:00 pm	District Ed. Centre	Regular Board
Thursday, November 8/12	7:00 pm	District Ed. Centre	Regular Board
Thursday, November 22/12 *	7:00 pm	District Ed. Centre	Regular Board
Thursday, December 13/12	7:00 pm	District Ed. Centre	Regular Board

* If necessary

Enclosures:

Submitted by:

W.D. Noye, Secretary-Treasurer

Approved by:

M.A. McKay, Superintendent