



OPERATIONS & FACILITIES COMMITTEE MEETING

May 25, 2021

4:30 p.m.

Via Zoom Conference Call

**AGENDA**

- |   |           |
|---|-----------|
| 1. Call to Order/Acknowledgement of Indigenous Territory .....                              | Low       |
| 2. Election of Chair .....  | Low       |
| 3. Approval of the Agenda .....   | Chair     |
| 4. Approval of the Minutes – February 23, 2021 ..... Page 1                                 | Chair     |
| 5. Custodial review .....   | Templeton |
| 6. Seat belt bus update .....   | Low       |
| 7. 20/21 CNCP progress report a) SCE b) CES c) HSS.....                                     | Templeton |
| 8. 20/21 SEP progress report a) roofing SCE b) flooring SCE<br>c) dust collector AEES ..... | Templeton |
| 9. AFG 21/22 planning schedule a) BBES b)HHSE .....   |           |
| Templeton   |           |
| 10. Minor Capital approvals 21/22 ..... Page 5  | Templeton |
| 11. SD78/BC HYDRO joint project<br>- energy storage/solar charging HHES .....               | Templeton |
| 12. Questions   |           |

Adjournment

**Next Meeting:   Fall 2021  
                          4:30 p.m.**

**BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)**

**DRAFT MINUTES OF THE OPERATIONS & FACILITIES COMMITTEE MEETING  
February 23, 2021  
Via Zoom Video Conference**

**PRESENT:**

**Board Representatives:**

Heather Stewin	Trustee	Trustee
Wendy Colman-Lawley	Trustee	Trustee (arrived 4:45 pm)

**Committee Representatives:**

Lynne Marvell	President	FCTA
Karl Koslowsky	FCVPA	
Gord Kearns	President	CMAWBC
Diana Stromquist	IEC	

**District Staff:**

Balan Moorthy	Superintendent
Natalie Lowe	Secretary-Treasurer
Jenny Veenbaas	Assistant Secretary-Treasurer
Doug Templeton	Director of Facilities & Transportation
Laurie Bjorge	Recording Secretary

**Regrets:**

Marilyn Warren	Trustee	
Renge Bailie	Assistant Superintendent	
Anders Lunde	Teacher	FCTA
Crystal Hatzidimitriou	DPAC	
Leanne Bowcott	IEC	
Vacant	CMAW	
Vacant	FCVPA	
Vacant	Parent Rep	
Vacant	Student Rep	

**1. Call to Order and Acknowledgement of Indigenous Territory**

The meeting was called to order by the Secretary-Treasurer at 4:30 p.m. via Zoom video conference. The meeting opened by acknowledging that the meeting was being held on the shared territory of the Cheam, Sts'ailes, Sq'ewlets, Seabird Island, Nlaka'pamux and Chawathil people.

**2. Election of Chair**

Only one Trustee was present at the time, so the election was tabled to the next meeting. Trustee Stewin agreed to chair the meeting.

**3. Approval of Agenda**

**STEWIN/TEMPLETON**

THAT the agenda of the Operations and Facilities Committee meeting for February 23, 2021, be approved as amended.

**CARRIED**

**4. Approval of Previous Minutes – December 8, 2020**

**STEWIN/TEMPLETON**

THAT the minutes of the Operations and Facilities Committee meeting held on December 8, 2020 be approved as presented.

**CARRIED**

**5. Custodial Review**

The Director of Facilities & Transportation reported that he and staff are reviewing custodial schedules to implement day custodians at schools going forward, with team custodians for after hours. He is anticipating that the extra funding the district has received for covid cleaning and staffing will not continue. This scheduling should be achievable within the collective agreement language without having to add additional staff. He will have more to report next meeting.

**6. Maintenance Scheduled Work Review**

Scheduled maintenance work ties in with the custodial review discussion above. The plan is to have maintenance staff scheduled at the schools to work on school requests and then have maintenance teams work on schools' service work and inspection needs determined by the maintenance department.

**7. Snow Removal**

Fortunately, there hasn't been much need for snow removal due to a mild winter this year. The district is well equipped and staff are being trained to use all equipment. The Superintendent will work on a letter to go out to parents stating how decisions are made when it comes to winter weather, transportation, and school closures.

**8. Seat Belt Bus Update**

The Secretary-Treasurer and Director of Facilities & Transportation have been meeting weekly with various partners to report on project progress. To date, all the reports have said implementation has been successful; students are working well using belts. Feedback has been positive. Recording incidents and collecting data has been going well.

**9. 20/21 AFG Progress Report a) SCE b) SBO c) Maintenance**

The Director of Facilities & Transportation reported that all projects are complete. All completed before fiscal year end.

**10. 20/21 CNCP Progress Report a) SCE b) CES c) HSS**

Boiler updates are completed. The District received a \$55,000 rebate from gas utility for the purchase of new boilers, which was used to purchase a stand-by generator for HSS which should arrive soon. Upgrades have reduced costs by 30-35%. The Secretary-Treasurer acknowledged the good work of the maintenance department for managing these projects so well, that our district receives more CNCP funding than what is paid.

**11. 20/21 SEP Progress Report a) roofing SCE b) flooring SCE c) dust collector AESS**

Minor capital funded projects are aligned with SEP, CNCP, and AFG projects. Approximately \$800,000 -900,000 was spent in total on Silver Creek Elementary with the cumulative funding. The dust collector installation project at AESS is in progress and should be completed mid- April.

**12. New MOE Capital Director**

Francois Bertrand is the new Capital Director. The Director of Facilities & Transportation discussed the other staff that he deals with through the Capital Management Branch.

**13. AFG 21/22 Planning Schedule a) BBES b)HHSE**

Each school formed their own committee to discuss what they wanted and needed. Maintenance is now compiling a list for both schools and reviewing budget to see if all needs can be met. The scope of work has to be approved by Ministry.

**14. Minor Capital Requests 21/22**

The Director of Facilities & Transportation reviewed the Harrison Hot Springs solar power battery system and co-funding from Hydro. Waiting to hear of approval from Ministry for requests of electric car charging stations, fire sprinkler system for Boston Bar, and roofing at Kent.

**15. SD78/BC HYDRO Joint Project - energy storage/solar charging HHES**

Anticipating to start this project within the next couple months with completion this summer. Solar panels will be installed on a stand alone structure beside the gym as there was concern from the engineer about the roof structure of the school being able to bear the load.

Considering installing a 50 kW solar system at Boston Bar. There is good opportunity to create solar there. Currently there is a propane heating plant there which is quite costly. Planning to install a 50 kW electric boiler that's going to tremendously reduce heating costs. Working with BC Hydro if they are interested in us being a solar micro generator where they would purchase surplus power from us. This type of innovation isn't being used in other districts yet, but this will be something that we'll see in the future. The cost of solar storage batteries is a bit more than the cost of a generator but costs will neutralize over time. Won't have to burn fossil fuel for back up energy for power outages. The idea is to generate electricity to reduce our operating costs and through CNCP reduce our offsets by using clean energy.

**16. Questions**

No questions.

**Next Meeting**

**Date:** May 25, 2021

**Location:** District Education Office

**Adjournment**

**/KOSLOWSKY**

THAT the meeting be adjourned.

**CARRIED**

The meeting adjourned at 5:37 p.m.

# **ANNUAL PROGRAMS FUNDING AGREEMENT**

This Annual Programs Funding Agreement dated for reference the 10th day of May 2021, is in effect for the 2021/22 fiscal year period of April 1, 2021 to March 31, 2022.

**BETWEEN: Her Majesty the Queen in Right of the Province of British Columbia,**  
represented by the Minister of Education (the "Ministry")

OF THE FIRST PART

**AND: the Board of Education of School District No. 78 (Fraser-Cascade)** (the "Board")

OF THE SECOND PART.

The parties agree as follows:

## **1. DEFINITIONS**

1.01 In this Agreement, unless the context otherwise requires:

"Agreement" means the Annual Programs Funding Agreement;

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

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

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

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

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

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

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

"Ministry" means the Ministry of Education of the Province of British Columbia;

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

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

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

**2. SCHEDULES**

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

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

**3. PROVINCIAL FUNDING CONTRIBUTIONS AND OBLIGATIONS**

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

<b>Facility Name</b>	<b>Program Project Description</b>	<b>Amount Funded by Ministry</b>	<b>Next Steps &amp; Timing</b>
Harrison Hot Springs Elementary	SEP - Electrical Upgrades	\$250,000	Proceed to design, tender and construction. Project is to be completed by March 31, 2022.
Boston Bar Elem-Secondary	SEP - Plumbing Upgrades	\$250,000	Proceed to design, tender and construction. Project is to be completed by March 31, 2022.
Kent Elementary	SEP - Roofing Upgrades	\$350,000	Proceed to design, tender and construction. Project is to be completed by March 31, 2022.
Boston Bar Elem-Secondary	CNCP - Electrical Upgrades	\$70,000	Proceed to design, tender and construction. Project is to be completed by March 31, 2022.
Harrison Hot Springs Elementary	CNCP - Energy Systems Upgrade	\$100,000	Proceed to design, tender and construction. Project is

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			to be completed by March 31, 2022.
Kent Elementary	CNCP - Electrical Upgrades	\$120,000	Proceed to design, tender and construction. Project is to be completed by March 31, 2022.
Harrison Hot Springs Elementary	CNCP - Electrical Upgrades	\$50,000	Proceed to design, tender and construction. Project is to be completed by March 31, 2022.

<b>Facility Name</b>	<b>Program Project Description</b>	<b>Amount Funded by Ministry</b>	<b>Next Steps &amp; Timing</b>
Coquilla Elementary	PEP - Universally Accessible Playground	\$165,000	Proceed to design, tender and construction. Project is to be completed by March 31, 2022.

- 3.02 The Ministry will, in no event, provide more than the amount listed above.
- 3.03 The Ministry will provide the capital funding in paragraph 3.01 in the form of a Capital Funding Grant.
- 3.04 Payment of a Capital Funding Grant is subject to the Ministry issuing a Certificate of Approval for the Project in paragraph 3.01 in accordance with Treasury Board policies and directives and to the following conditions:
- a) in no case may the Board make a draw against funds available under a Certificate of Approval, unless the draw is reimbursement for Eligible Expenditure(s) properly incurred by the Board in connection with the Project;
  - b) the Ministry may modify or withhold a Capital Funding Grant and applicable Certificate of Approval, or any portion thereof, in the event the Board fails to observe, perform and comply with any provision of this Agreement or if, in the opinion of the Ministry, there has been a material change in the Project;
  - c) the Board will comply with all applicable policies and directives of the Treasury Board respecting Capital Funding Grants.
- 3.05 Notwithstanding any other provision of this Agreement, the payment of funds by the Ministry to the Board, pursuant to this Agreement, is subject to the provisions of the



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*Financial Administration Act* ("the Act"), which makes that payment obligation subject to:

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

**4. BOARD OBLIGATIONS**

4.01 The Board will:

- a) carry out the Project in a manner that ensures:
  - i) delivery within budget;
  - ii) completion by March 31, 2022;
  - iii) scope details are fully met upon completion;
  - iv) accrued cost-savings realized from completed capital projects as approved in this Agreement are reported to the Ministry and transferred into the school district's Minister-Restricted Capital account, unless otherwise agreed to in writing by the Ministry.
- b) comply with all policies and best practices related to Capital Project Procurement, as documented in the Capital Asset Management Framework and Capital Procurement Checklist published by the Ministry of Finance;
- c) procure the Project in accordance with the Capital Asset Management Framework;
- d) include in any contracts all standard insurance and indemnification clauses required by the Schools Protection Program;
- e) all communication related to the Capital Project conforms to the "Communications Protocol Agreement on Minor Capital Projects between the Ministry of Education and School Districts" (provided as Schedule A). Note this protocol may be amended from time to time by the Ministry, with the most current version of the protocol being used.

4.02 Provide written notice to the Ministry of Education immediately upon completion of each Project. (Note: the Ministry will be following up with school districts regarding delayed and/or incomplete projects in early January, at which time the Ministry may choose to reallocate associated funds depending on the status of the Project).

4.03 At the request of the Ministry, prepare additional reports relating to the Project.

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- 4.04 Notify the Ministry immediately, in writing, should any Event of Force Majeure arise that could materially affect the scope, costs or schedule of the Project.
- 4.05 Indemnify and save harmless the Province of British Columbia and its employees and agents from and against any losses, claims, damages, actions, causes of action, costs and expenses that the Province of British Columbia or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Board or by any of its agents, employees, officers, directors, or contractors with respect to the Project.
- 4.06 Purchase school buses through the Request for Standing Offer (RFSO) portal available through the Association of School Transportation Services of BC (ASTSBC).
- 4.07 Reserve two (2) percent of the Total Funding amount provided under the Bus Acquisition Program in paragraph 3.01 as fee payment for ASTSBC's administration services. The ASTSBC will invoice the Board once buses have been ordered. This fee is included in the Capital Funding Grant and is not an additional cost to the Board.

**5. EVENT OF FORCE MAJEURE**

- 5.01 In the Event of Force Majeure:
  - a) the Board will immediately notify the Ministry, in writing, describing the Event of Force Majeure.
  - b) within five (5) Business Days of being notified of the Event of Force Majeure, the Ministry will communicate with the Board to explore what steps are to be taken to mitigate the Event of Force Majeure, determine an appropriate course of action, and establish an estimated cost related to the Event of Force Majeure.
  - c) the course of action must be agreed to by the Ministry and the Board.
  - d) either party may request the assistance of an independent cost consultant appointed by mutual agreement of the parties.
  - e) the Ministry will not approve any expenditure(s) incurred prior to the agreed course of action unless the costs were demonstrably incurred for the preservation of life and/or safety.

**6. PUBLIC ANNOUNCEMENTS**

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

**7. NOTICE**

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

a) if to the Board:

School District No. 78 (Fraser-Cascade)  
650 Kawkawa Lake Rd, Hope, BC, V0X 1L4  
Attention: Natalie Lowe, Secretary-Treasurer  
Email: natalie.lowe@sd78.bc.ca

b) if to the Ministry:

Ministry of Education  
PO Box 9151 Stn Prov Govt, Victoria, BC, V8W 9H1  
Attention: Ravnit Aujla  
Email: Ravnit.Aujla@gov.bc.ca

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

a) if delivered by hand during business hours (and in any event, at or before 4:00pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;

b) if sent by electronic transmission during business hours (and in any event, at or before 4:00pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day, provided that:

- i) the receiving party has, by electronic transmission or by hand delivery, acknowledged to the notifying party that it has received such notice; or
- ii) within twenty-four (24) hours after sending the notice, the notifying party has also sent a copy of such notice to the receiving party by hand delivery.

7.03 Delivery by mail will not be considered timely notice under this Agreement.

7.04 In the event a contact name changes for either the Ministry or for the Board, then parties must be notified within five (5) Business Days.

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

SIGNED on behalf of Her Majesty the Queen )  
in Right of the Province of British Columbia )  
by a duly authorized designate of the )  
Minister of Education )

\_\_\_\_\_  
Authorized Signatory (For the Minister of Education)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed (Month/Day/Year)

SIGNED on behalf of **the Board** )  
**of Education of School District** )  
**No. 78 (Fraser-Cascade)** by its duly )  
authorized signatories )

\_\_\_\_\_  
Signatory (Secretary Treasurer)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date Signed (Month/Day/Year)

**SCHEDULE A**

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

**News Release**

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

**Signage**

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

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

The steps from signage design to installation are as follows:

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

**Official Ceremonies**

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

**Plaques**

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