

**Policy Committee of the Whole Agenda**  
**Monday, September 14, 2020**  
**1:00 p.m.**  
**Via Zoom**

**Mandate:** To Discuss and make Recommendations to the Board on all matters related to Policy and By-laws.

**Acknowledgment:** We live, play and work on the unceded lands of the Coast Salish Peoples. We thank the Snaw-Naw-As and Qualicum First Nations for sharing their territory with us.

1. Introductions of Those Present at the Meeting:
2. Items Potentially Going to First Reading (Intent and philosophy and edits)
  - 509 Mandated Educational Change due to Emergencies (NEW)
  - 606 Respectful Workplace (NEW)
3. Items Potentially Going to Second Reading (Line by Line content and edits)
  - 103 New and Repurposed Facilities (Previously numbered 4003)
  - 104 Video Monitoring (Previously numbered 4004)
  - 105 Use of Facilities (Previously AP only and titled Rental and Use of School Facilities and Equipment)
4. Items Potentially Going to Third Reading (Final review)
  - 100 Sustainable Practices
  - 101 Capital Projects: Tendering, Purchase and Disposal (combines previous policies numbered 4001, 4002, and 4007)
5. Future Topics – October Meeting
  - Financial Reporting
  - Accumulated Operating Surplus
  - School Generated Funds
6. Next meeting:
  - October 19, 2020 at 1:00 PM place TBD



**MANDATED EDUCATIONAL CHANGE DUE TO EMERGENCIES**

**Context:**

Increasing globalization, climate changes and other factors may lead to concerns (such as health concerns) that require emergency changes to how education is delivered. An example of this is the world-wide pandemic caused by COVID 19 which occurred in 2020.

**Policy Statement:**

1. In responding to mandated educational changes related to any emergency, the Board will use an evidence-based approach that follows the advice of experts and complies with requirements established by government authorities.
2. The Board's priority in such an emergency, whether short term or of extended duration, is to ensure the health and safety of learners and employees.

**Guidelines:**

1. The Board is committed to ensuring clear, calm and honest communication in as much detail and in as timely a way as possible.
2. The Board will ensure all activities and interactions are as kind and considerate as possible.
3. The Board will focus on continuity of authentic education as much as possible.
4. The Board will give high priority to equity and support for vulnerable learners.
5. Nimble decision-making may be required, therefore all members of management and the Board will be ready for timely and effective decision-making.
6. The Board will act together and in a supportive way throughout the emergency.
7. Where there are challenges with adhering to collective agreements, the Board is committed to thorough consultation with union representatives.

**Definitions:**

1. World-wide, Federal, Provincial emergencies are those announced by United Nations bodies, such as the World Health Organization, and the federal and provincial governments. This policy is limited to emergencies causing long-term disruption to the normal provision of education.
2. Experts are those sources, who are most likely to understand and have full knowledge of the emergency situation. For example with COVID 19 those experts included the World Health Organization, the Public Health Agency of Canada, the Provincial Health Officer and the regional Medical Health Officer.

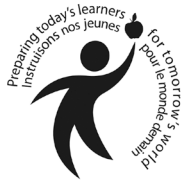
**References:**

B.C. Government (2020) [Next Steps to Move B.C. Through the Pandemic.](#)

**Dates of Adoption/Amendments:**

Adopted:

Amended:



### **Purpose**

Once an emergency situation that will have long-term impact on the educational operations of School District 69 is declared, a planning and coordination team will be established with membership from senior management, the Board and other staff as deemed important to effectively respond to the emergency situation. Members of the core team (senior management and trustees) will remain constant and other members of the team may be called on as needed.

This planning and coordination team will meet as frequently as necessary to establish:

- a. Emergency control procedures and protocols
- b. Education of and communication with staff/student/families
- c. Effective maintenance of core operations and facilities
- d. Continuity of authentic student learning
- e. Communication planning – including possible reporting elevated absenteeism
- f. Employee work situation, including voluntary changes in job descriptions
- g. Other emerging topics related to the emergency situation

### **1. Role of the School Trustees:**

- a. To stay fully informed of the progress of the emergency, and to be informed as to the full impact of the emergency on all aspects of the District
- b. To make any decisions regarding legal, policy and labour relations matters.
- c. To make decisions with regard to non-voluntary placements of employees.
- d. To maintain all practices of good governance during the emergency.

### **2. Role of the Board Chair:**

- a. To liaise regularly with the BCSTA and with other Boards Chairs to understand how Boards are coping with the emergency.
- b. To liaise regularly with the Superintendent of Schools (or designate) to support and assist in scenario planning, agenda setting, planning of special public or in camera meetings and other similar governance duties.
- c. To chair meetings of the planning and coordination team.
- d. To work with the Superintendent (or designate) to speak for the Board of Education and for School District 69.
- e. To update and ensure that School Trustees are well informed.

### **3. Role of Superintendent of Schools (or designate)**

- a. To serve as the planning and coordination team's leader.
- b. To ensure that decisions made by the planning and coordination team are carried out or to report why this did not happen.
- c. To direct school closures or changes as per directives of the Ministry of Education and/or other experts.
- d. To lead in the planning related to altered school operation including suspension of instruction and provision of services to limited numbers of students
- e. To serve with the Board Chair, as the key spokesperson for school and district related issues
- f. To provide ongoing clear, calm and honest communication to employee groups, DPAC and others.



- g. To provide evaluation and debrief meeting(s) after the emergency situation has passed.

**4. Role of the Associate Superintendent and Director of Instruction:**

- a. To develop and maintain education plans for implementation as a result of the emergency.
- b. To provide kind and compassionate responses to learners, staff and parents.
- c. To ensure that vulnerable learners and their families are appropriately and equitably supported.
- d. To assign staff as required while maintaining all employment contracts.
- e. To support schools in planning during times of altered operations including in support of students moving toward graduation.
- f. To Support school principals and supervisors in the implementation of the emergency plan.
- g. To liaise with community and provincial agencies.

**5. Role of Principals and Supervisors:**

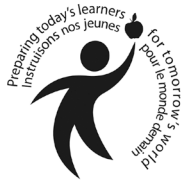
- a. To educate all staff and students about control measures.
- b. To ensure that all decisions of the planning and coordination team are implemented at the school or site level.
- c. To advise parents, students and staff of the protocols and procedures needed to mitigate the emergency.
- d. To fully discuss emergency plans and protocols at safety committee and other staff meetings.
- e. To ensure that parents/guardians have provided up to date contact information to the school.
- f. To advise PAC and parents about district plans for the emergency, including website communications and personal preparedness.
- g. To stay in regular communication with District and local public officials.
- h. To report to the School Public Health Nurse and to the Director of Instruction if absenteeism is over 10% of the school/site population.

**6. Role of General Manager of Operations and Maintenance:**

- a. To develop a transportation plan for students.
- b. To provide general oversight of all operational areas as it relates to the emergency response plan.
- c. To ensure Operations and Maintenance staff are fully trained in the emergency safety requirements.
- d. To ensure Operations and Maintenance staff has necessary equipment and supplies to prevent an emergency.
- e. To audit all Operations and Maintenance controls.
- f. To provide continuation of core building functions.
- g. To continue communication with District Health and Safety Committee.

**7. Role of Information Technology Manager**

- a. To develop and maintain electronic communication.



**8. Role of the Secretary Treasurer**

- a. To develop and implement key financial functions.
- b. To provide support to the Board in matters of governance and operations.
- c. To track changes in expenditures because of the emergency.

**9. Role of Director of Human Resources**

- a. To coordinate employment arrangements for all teachers, support staff and administrators including in relation to leaves or absences related to the emergency.
- b. To assist departments with the development and implementation of cross training strategies.
- c. To develop and implement specific employee work practices for use during the emergency.
- d. To work with unions to consult and react consistently with decisions of the planning and coordination team.

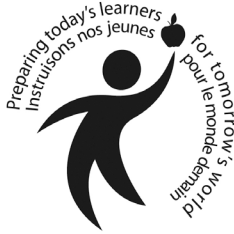
**References:**

- BC's Restart Plan (2020) [Next Steps to Move B.C. Through the Pandemic.](#)

**Dates of Adoption/Amendments:**

Adopted:

Amended:



**Context:**

The Board of Education is responsible for creating and maintaining a respectful, healthy and productive learning and working place. A very high standard of conduct from all learners and employees is therefore expected, encouraged and maintained. The Board expects all adults involved in the school district to follow the highest standards of conduct in all aspects of their roles and believes that these standards are essential in providing the best learning environment for students.

**Policy Statement:**

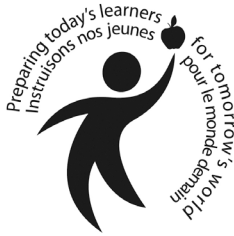
The Board is committed to creating and maintaining a learning and working environment where all adults are treated and treat each other in a courteous and respectful manner.

The Board will ensure:

- a. A consistent understanding regarding the proper and appropriate behavior in dealing with others, including the ability to speak or act without offending;
- b. Interactions between people are fair, professional and respectful;
- c. Appropriate conduct with respect to school district property; and,
- d. Matters are resolved in a timely and effective manner.

**Guiding Principles:**

1. The Board strongly believes that a respectful, fair and equitable climate must be created, nurtured and actively maintained in all working and learning spaces.
2. The Board believes all members of the learning/working community must be able to easily voice and resolve complaints.
3. All participants engaged in school district activities are to conduct themselves in a manner which is courteous, respectful of and responsive to the needs of others and which also treats school district property appropriately.
4. All participants can expect to be free from objectionable or abusive behavior and comments.
5. Individuals involved in the learning and working environment are responsible and accountable for their actions.
6. The following are examples of behaviours that will not be tolerated by the board:
  - a. Bullying and harassment including gender based sexual harassment
  - b. Discrimination as outlined in the B.C. Human Rights code.
  - c. Any form of unfair or inequitable treatment based on gender, social class, gender identity, country of origin, spiritual or religious beliefs.
7. Individuals are responsible for ensuring that their actions and communication with others (including electronic communication) adhere to the spirit and intent of this policy.
8. WorkSafeBC requires an employee to report an incident of violence to their supervisor in accordance with the procedure for the handling of a violent incident. Incidents of bullying and harassment must be reported in accordance with Policy 6190 Workplace Bullying and Harassment.
9. The conduct of the Board of Education is addressed in Board Bylaw 1 under Trustee Code of Ethics.



10. Students are not covered under this policy. Standards for student behavior are addressed under each school's code of conduct.
11. Inappropriate behavior by an adult toward a student is not covered by this policy. The School Act, School District Policy, the Teachers' Regulation Branch, the District's Collective Agreements along with the BC Human Rights Code and employment laws/statutes will define and govern the standard of behavior required by adults when dealing with students.
12. For District employees, this policy does not supersede any provision of an applicable Collective Agreement.
13. People in positions of authority are also entitled to a safe working and learning environment free from objectionable and abusive behavior.
14. People in positions of authority are held to a higher standard of performance and are expected to exercise their authority in a fair and consistent manner. As well, people in positions of authority have difficult tasks to perform including assigning work, setting performance expectations, providing feedback and taking corrective or disciplinary action when necessary. These activities can create tension, but the legitimate exercise of this authority is expected.
15. The following matters are not subject to the above principles
  - a. Student suspensions of more than five days (See Board Policy: Suspension of students)
  - b. Decisions of the District Discipline Committee
  - c. Investigations/resolutions through employment contracts, collective agreements, or codes of ethics.
  - d. Matters subject to legal proceedings
  - e. Matters involving serious misconduct which warrant an independent investigation and response by the district.
  - f. Malicious, frivolous, or bad faith complaints where the complainant refuses to participate in a respectful resolution process.

**References:**

- WorkSafeBC – [Toward a Respectful Workplace: A Handbook on Preventing and Addressing Workplace Bullying and Harassment](#)
- Board Bylaw 1
- Policy 6190: Workplace Bullying and Harassment
- Policy 6240: Resolution of Complaints
- Procedures for the Handling of a Violent Incident

**Dates of Adoption/Amendments:**

Adopted:

Amended:



**Purpose:**

1. This policy is intended to provide a safe and effective procedure for resolving interpersonal conflicts and reporting inappropriate conduct in the workplace.

**Scope:**

2. This administrative procedure and associated policy covers all adults involved in the learning or working environment regardless of their role. This includes school district employees, contractors, parents, volunteers, third parties doing business, and members of the general public who interface with the school district.

**Definitions:**

3. Inappropriate workplace conduct is that which is objectionable and/or unwelcome to an individual.
4. Examples of such conduct include, but are not limited to:
  - a. an action or comment by any person which insults, or degrades another person;
  - b. verbal abuse in any form, such as swearing at or displaying anger toward another person;
  - c. written or verbal comments, actions or gestures or other behaviors;
  - d. "jokes" which are offensive or belittling;
  - e. abusing authority;
  - f. yelling or shouting (except where intended to alert another to danger);
  - g. deliberately excluding an employee from relevant work activities or decision making;
  - h. decision making which is influenced by factors which have no work related purpose;
  - i. attempting to discredit an employee by spreading false information about them.

**Resolution Process**

5. From time to time a person in the workplace may experience an unwelcome interaction with another person. Not all unpleasant or inappropriate conduct amounts to bullying and harassment. Employees might disagree on issues, they might not like what they are asked to do, or they might not be friends with all of their co-workers. However, all employees
6. In many cases, the other person involved may not realize that their actions or comments are creating an issue for the individual who is concerned (complainant).
7. Given that most reasonable people will change their behavior when they discover it is creating issues for others, a complainant must attempt to resolve concerns informally





at the earliest possible stage without unnecessary escalation. The complainant may select an advocate for support through the following process:

- a. the complainant should attempt to find a suitable resolution directly with the other person involved;
- b. in the event that a satisfactory resolution was not achieved, the complainant should address the matter with the other individual's supervisor;
- c. If the issue remains unresolved, the complainant shall refer the matter to the Director of Human Resources for consideration of further mediation or investigation;
- d. If the issue has not been concluded through the process at 1.3, it shall be referred to the Superintendent (or designate).

**Reporting an Incident:**

8. In the event that someone uninvolved is a witness to inappropriate conduct (i.e., damage to property, an offense toward another individual, etc.) that individual must report the incident to the supervisor most responsible for that area immediately.

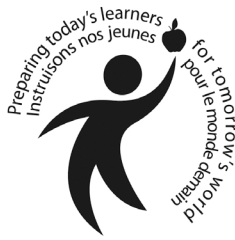
**References:**

- WorkSafeBC – [Toward a Respectful Workplace: A Handbook on Preventing and Addressing Workplace Bullying and Harassment](#)
- Board Bylaw 1
- Policy 6190: Workplace Bullying and Harassment
- Policy 6240: Resolution of Complaints
- Procedures for the Handling of a Violent Incident

**Dates of Adoption/Amendments:**

Adopted:

Amended:

**Context:**

The Board of Education believes that the collaborative approaches applied in other areas of School District 69 work should also be ~~utilized~~ **used** in planning for new/repurposed facilities and ~~for major additions to existing facilities.~~

**Policy Statement:**

The Board of Education expects that all new School District 69 facilities shall have an official opening ceremony carried out within a consistent set of procedures **will be used primarily to support the education of students.**

**Guiding Principles:**

1. **The Board believes that all facilities should be safe for all students, teachers and community members.**
2. **Facilities should be built, operated or upgraded to be efficient, cost effective and environmentally sound.**
3. ~~The Board of Education believes that it is preferable that School District 69~~ **All** facilities **will** be named after places of local historical, **Indigenous**, or geographical prominence.
4. **Facilities will allow for students, schools and communities to use them as availability permits.**
5. **No facilities, nor portions of facilities, will be named after people.**

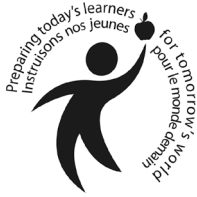
**Definitions:****References:**

- Administrative Procedures: New/Repurposed Facilities
- **The School Act, Sections 74-01**
- **The Freedom of Information and Protection of Privacy Act.**

**Dates of Adoption/Amendments:**

Adopted: 16.08.31

Amended:



**SCHOOL DISTRICT No. 69 (QUALICUM)**  
**BOARD POLICY 103 - ADMINISTRATIVE PROCEDURES**  
**NEW/REPURPOSED FACILITIES**

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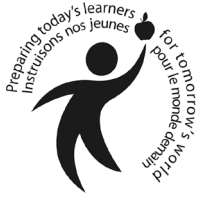
**This Administrative Procedure describes those procedures that will be used when the Board of Education undertakes the design and construction of new or repurposed facilities. This does not apply to ongoing maintenance or renovations, rather major projects including both new builds and major renovations that come with repurposing a school or district facility.**

**I. PLANNING**

- a. Prior to ~~sketch plans being initiated~~ the initiation of planning, a consultation meeting ~~process~~ shall take place with **be undertaken that will involve** the Architect **(if assigned)**, Principals ~~school administration or district staff~~ **responsible for the facility**, the staff assigned to the school or building, students (where appropriate), parents, representatives of the community **(as appropriate)**, ~~the~~ Secretary Treasurer, the Superintendent of Schools, **Associate Assistant Superintendent of Schools** (or designates), Trustees **and representatives of the Canadian Union of Public Employees (CUPE) Local 3570, the Mount Arrowsmith Teachers' Association (MATA) and the District Parents Advisory Council (DPAC).**
- b. From the initial consultation meeting, a ~~Building Project Planning~~ Committee shall be established. The Trustee representative on the ~~Building Project Planning~~ Committee shall regularly report to the Board on the progress of the project until completion.
- c. Consultation with the ~~Building Project Planning~~ Committee shall continue through the working drawings stage to ensure that all requests are considered in the plans and that all specifications are within Ministry of Education guidelines.
- d. The ~~Building Project Planning~~ Committee shall consider all requests which are submitted for inclusion in the design of the new ~~school~~ **or repurposed facility.**

**II. NAMING**

- a. The Superintendent of Schools shall convene a representative committee to collaborate on the naming of each new facility, **or in the case of a repurposed facility the possible renaming of the facility.**
- b. The Committee shall present a short list of names, in order of preference, to the Board of Education.
- c. **All facilities will be named after places of local historical or geographical prominence.**
- d. The final decision shall remain the responsibility of the Board.



**SCHOOL DISTRICT No. 69 (QUALICUM)**  
**BOARD POLICY 103 - ADMINISTRATIVE PROCEDURES**  
**NEW/REPURPOSED FACILITIES**

Page 2 of 2

**III. OPENING CEREMONIES**

- a. A formal request shall be made to the Minister of Education to officially name and open ~~that~~ **the new or repurposed** facility, in accordance with Section 73(1) of the *School Act*.
- b. There shall be an official opening of all new **or repurposed** facilities within three months of completion.
- c. A date for the official opening of the school ~~or~~ **new or repurposed** facility shall be set in consultation with the Board of Education, staff and partner groups.
- d. A plaque shall be prepared for the official opening which will contain ~~the following~~ information **deemed appropriate by the Board of Education**.
  - ~~i. Trustees serving on the Board at the time the tender for the building was let.~~
  - ~~ii. Ministry official or other dignitary who is invited to open the school.~~
  - ~~iii. The names of the Superintendent of Schools and the Secretary Treasurer holding office at the time of the tender of the building.~~
  - ~~iv. Date of the official opening.~~
  - ~~v. The name of the Architect involved in the construction of the facility.~~
- e. Cost incurred for refreshments at an official opening shall be at the Board's expense.
- f. Former trustees involved in the planning stages of the facility, the parents of students attending the school, other members of the community, public officials, **other people involved with the school or facility**, and the media shall be invited to the official opening **of the new or repurposed facility**.

**References:**

- Board Policy 103: New/Repurposed Facilities

**Dates of Adoption/Amendments:**

Adopted: 16.08.31

Amended:



**Context:**

**The Board of Education has responsibility for ensuring the safety of all people and to prevent damage or theft from district properties.**

**Policy Statement:**

The Board of Education supports the judicious use of video monitoring systems in the District and also believes that the privacy of individuals should be protected

**Guiding Principles:**

1. The Board supports the judicious use of video monitoring systems to protect district facilities **and properties including school buses.**
2. The use of video monitoring must be strictly controlled by Administrative Procedures in compliance with the *Freedom of Information and Protection of Privacy Act* (FOIPP Act) guidelines.

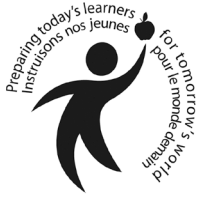
**References:**

- Administrative Procedures: Video Monitoring
- The School Act, Sections 74-01
- The Freedom on Information and Protection of Privacy Act

**Dates of Adoption/Amendments:**

Adopted: 1999.12.14

Amended: June 03: 10.02.23: 10.11.23: 16.08.31



**This Administrative Procedure is written in support of Board Policy 104: Video Monitoring**

**1. Written Policy**

- a. Each site using video monitoring systems shall prepare written procedures consistent with Board policy and the administrative procedure and the *Freedom of Information and Protection of Privacy Act* (FOIPP Act).
- b. All staff shall be made aware of the policy and administrative procedure.
- c. Policies and administrative procedure will be made available through the District website.
- d. ~~All policies and administrative procedures~~ **In the interest of ensuring currency, this policy and administrative procedure** shall be subject to review on a regular basis at each site.

**2. Camera Location, Operation and Control**

- a. The installation of new and permanent video monitoring equipment at a school ~~may only~~ will occur if the only **with prior approval of the school's** Parent Advisory Council (PAC).
- b. Cameras shall only be installed in identified public areas **and in school district buses**.
- c. Areas chosen for monitoring shall be ~~where monitoring is a necessary and viable deterrent to dangerous or illegal activity,~~ **as required for the purposes of protecting the safety of individuals in a school facility or on school land or the belongings of those individuals, or the school property itself,** or where the camera may provide important information for district planning purposes (e.g. traffic flow).
- d. Cameras shall not be positioned in areas where individuals have a right to expect privacy, i.e. washrooms, change rooms, staff rooms.
- e. Cameras shall not be directed so as to monitor private property.
- f. Only authorized personnel shall have access to the video monitoring equipment.

**3. Protection of Information and Disclosure**

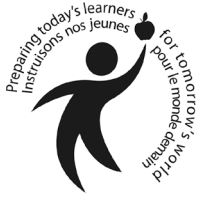
- a. Security and retention of recorded images will be the responsibility of a designated Principal/Vice Principal or management employee.
- b. Disposal and destruction of recorded images shall be consistent with Board Policy No. 9004-9000.
- c. Monitors shall be located in a secure area and positioned in such a way as to avoid public viewing.
- d. Disclosure of information shall be consistent with the **Freedom of Information and Protection of Privacy** (FOIPP) Act.

**4. Public Awareness**

- a. The public shall be made aware of the existence of video monitoring by signage at visible points.

**5. Audits**

- a.** The use of video monitoring systems shall be subject to audit at all times by both school and district administrative staff.



## SCHOOL DISTRICT No. 69 (QUALICUM)

### BOARD POLICY 104 - ADMINISTRATIVE PROCEDURES

#### VIDEO MONITORING

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**b.** **School district staff will cooperate with any legal audit or review by** the Office of the Information and Privacy Commissioner, ~~may conduct periodic audits of video monitoring systems.~~

#### 6. Review

- a. Under the terms of the School Act, the Board must conduct an annual review that assesses whether the installation and operation of video monitoring equipment is accomplishing the purposes set out in ~~the opening paragraph of the policy statement.~~ **Section 2.c above.**

#### 7. Use of Information Collected

- a. Use of video monitoring in the District shall at all times comply with the FOIPP Act guidelines for the collection of information.
- b. Video monitoring may be used to detect or deter crime; for inquiries and proceedings related to law enforcement; and for research (i.e. the nature of area usage, traffic patterns, or particular camera systems).

#### 8. Access to Personal Information

- a. Individuals subject to video monitoring have the right to request access to recorded images under Section 5 of the FOIPP Act.

#### References:

- Board Policy 104: Video Monitoring
- The School Act, Sections 74.01
- Freedom of Information & Protection of Privacy Act

#### Dates of Adoption/Amendments:

Adopted: 1999.12.14

Amended: 2010.02.23: 10.11.23: 16.08.30



**Context:**

The Board of Education recognizes that, while its job includes ensuring that facilities are used for their intended purposes and maintained to the highest standard, these facilities also are an integral part of the larger community. As such, the Board should ensure that procedures are in place that see to effective rental or community use, security of property, effective use of sports field and playgrounds, and appropriate use of the Lasqueti teacherage

**Policy Statement:**

The Board supports the community by allowing use of available facilities when not in use for educational purposes.

**Guiding Principles:**

1. Facilities will be used first and foremost in support of the education of students.
2. Security of all school district facilities and grounds should be paramount in district planning and operations.
3. When not in educational use, facilities should be available for rental or lease to community partners, or groups.
4. Teacherages will be first offered to School Staff, and then to other members or departments of the School District.
5. Should a building become available, the Board will encourage and seek out long-term leases.
6. All rentals and leases will be charged a fee that will cover the costs of hosting the community activity and may reflect fair market value.
7. Outdoor facilities, including sports fields and playgrounds should be well designed in collaboration with school administration, and should be made available to the community through joint use agreements where possible..
8. When not being used by the School District, outdoor facilities may be available for public use.

**Dates of Adoption/Amendments:**

Adopted:

Amended:





**This Administrative Procedure is intended to provide procedural support for Board Policy 105 in four specific areas:**

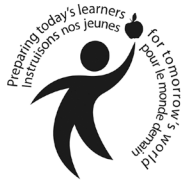
- I. **Rentals and Community Use**
- II. **Security of Property and Assets**
- III. **Sports/Grounds Areas and Site Playgrounds**
- IV. **Lasqueti Teacherage (Housing)**

**I. RENTALS AND COMMUNITY USE**

The Board of Education believes that school facilities, when not required for school use, may be made available for use by the community and that school facilities should be used as extensively as possible. Rental rates and procedures are **will be in place** to ensure ~~there is no additional cost attached to the school district's budget~~ that facilities and grounds are provided to community users at a rate that provides net revenue to the school district as possible and appropriate, knowing that in certain cases rental rates will be cost recover only.

**PROCEDURES**

- 1. With the exception of school use, all users must have specific authorization for use of school facilities and equipment.
- 2. The Board of Education has established the following user priority for the use of school facilities and equipment:
  - a. **School Programs:**  
School programs including extra-curricular activities and school-based organizations. These are programs which support the learning objectives of particular schools and include activities sponsored by PACs, school teams and school clubs.
  - b. **Youth Programs:**
    - i. **Volunteer Instructors**  
Groups operating solely for youth under 18 and where they use volunteers to organize and teach activities. Eg. Scouts, Girl Guides, district youth sports associations, etc.
    - ii. **Paid Instructors**  
Groups operating solely for youth under 18 and where paid instructors organize and teach activities. Eg. RDN Recreation Commission programs
  - c. **Non-Profit Organizations/Adult Recreation Groups:**  
Groups which have paid instructors or organizers for activities and all adult groups.



d. **Commercial:**

Profit oriented and non-resident individuals and organizations.

Organizations which charge their members/participants and involve paid organizers and/or instructors who are funded either directly or on a fees for services basis. (Political or religious organizations are included in this group).

3. **Applications:**

- a. All applications are processed by the School District's General Manager of Operations.
- b. Applications must be made at least 21 days prior to the event taking place.
- c. The applicant must receive a booking confirmation from the General Manager of Operations prior to using a district facility (*approval from a school principal is not valid.*)

4. **Bookings:**

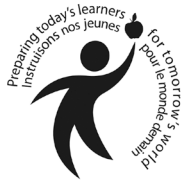
- a. Groups who have had a regular booking satisfactory to the Board in the previous school year will have until June 30 to renew their booking. After this date, bookings will be made as they are received.
- b. Preference for early evening times will be given to youth programs.
- c. School principals will advise the Operations & Maintenance Department of space availability by July 1 and January 1 of each year.

5. **Rental Fees:**

- a. Rental fees shall be paid in full at the end of August, the end of December, and the end of June.
- b. Fees will be charged as listed in Schedule "A".
- c. The Board may demand, in full or in part, payment of the rental fee at the time application is made. Should payment be refused on demand, the rental agreement will not be approved.
- d. Bookings may be cancelled without cost if notice of cancellation is received by the Secretary-Treasurer or the Secretary Treasurer's designate 24 hours prior to the booking date. The Renter will pay the full rental fee if notice is not received as stipulated above.
- e. Rental of school buildings does not include use of school or classroom equipment. Use of such equipment and associated costs must be determined in discussion with the school's principal.
- f. School activities, tournaments or other programs (carnivals, auctions, etc.) that require custodial services on Saturdays, Sundays, holidays, or after normal hours shall be invoiced for custodial costs.

6. **User Responsibilities:**

- a. Renters must comply with all Board administrative procedures (including those which prohibit use of tobacco or alcohol on school district property).
- b. Renters may be requested to provide the booking confirmation to the custodian at the site.
- c. Access is limited to the area and times identified by the rental application.



- d. Renters may bring into the school their own equipment or props. Such equipment and props must be removed prior to the following school day unless otherwise authorized by the principal. Failure to do so will result in the equipment or props being removed at the Renter's expense.
- e. The Renter is responsible for any damage and repairs to the premises and the equipment, furniture, fixtures and chattels.
- f. The Renter is responsible for any costs involved in securing facilities left open by the Renter.
- g. Renters must leave the facilities and equipment in the condition and location that they were found.

**7. Supervision:**

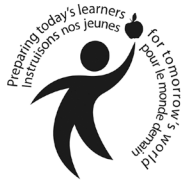
- a. The custodian in charge is the Board's representative in monitoring the conduct of the users, to ensure that the regulations are followed, and that no damage is caused to school property.
- b. A custodian must be on duty at all times when school buildings are in use after school hours, except when otherwise approved by the Operations & Maintenance Manager or designate.
- c. All groups using school facilities shall:
  - i. identify to the custodian the individual appointed by the organization who is responsible for the group
  - ii. provide adequate security for the area being rented and proper supervision of participants
  - iii. comply with Board administrative procedures and direction from the custodian

**8. Cancellation:**

- a. School use of facilities shall have priority over community use. Schools must provide to the Operations and Maintenance Department two weeks advance notice of any scheduling changes in order to give community users suitable notice for cancellation.
- b. The Board reserves the right to terminate any approved rental agreement.
- c. Users who have not paid in full within 30 days of invoicing shall be excluded from further use until the fee is paid in full.
- d. Failure to comply with the administrative procedures of the Board may result in cancellation of the rental agreement.

**9. Insurance and Liability:**

- a. The renter will indemnify the Board from all manner of actions, causes of action, suits, debts, loss, costs, claims and demands whatsoever arising either directly or indirectly as a result of the contract.
- b. Proof of liability coverage must be provided upon application.
- c. The renter will provide the District with a Certificate of Insurance with minimum limits of \$5,000,000 prior to using the facility. Such coverage will include Tenants Legal Liability and will name the District as an additional insured.
- d. The renter shall indemnify and pay to the Board forthwith upon demand for any loss, damage or power wastage occurring to the property of the



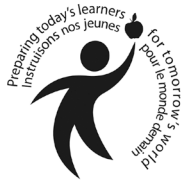
Board, either directly or indirectly as a result of the use of the facilities under the terms of this agreement.

## **II. SECURITY OF PROPERTY AND ASSETS**

### Security

The Board of Education believes that access to school district facilities should be controlled, and that a system should be maintained that does not impede access for authorized use.

1. The Operations and Maintenance Department shall:
  - a. Be responsible for the cutting and distributing of all keys within School District No.69 (Qualicum).
  - b. Be responsible for providing keys to district office staff as required.
  - c. Ensure that a record is kept of all keys cut and distributed to the schools or district staff.
  - d. Ensure that District alarm systems are properly maintained and monitored.
  - e. Advise principals in writing of all improper or unauthorized access as reported by the monitoring service.
  
2. Each Principal or designate shall:
  - a. Be responsible for the distribution of all door and alarm keys for their school staff, except to Operations and Maintenance staff and custodians.
  - b. Ensure his/her staff are aware of the opening and closing procedures and aware of this policy.
  - c. Maintain an up-to-date registry of all keys within his/her jurisdiction.
  - d. Maintain a daily register of building entries after hours.
  
3. Staff members shall:
  - a. Arrange access by obtaining an entry/alarm key from the school Principal or Designate
  - b. Disarm the alarm system upon entering the building and ensure the front door remains locked or that access is controlled and the facility is secured during the period of their use.
  - c. Enter name and details of visit in register, giving time of entry and departure.
  - d. Upon departure ensure that:
    - i. there are no persons in the building
    - ii. the alarm system is activated
    - iii. the building is secure
  
4. The Monitoring Service shall:
  - a. Monitor district alarm systems.
  - b. Report all fault (trouble) alarms to the Operations and Maintenance Department.



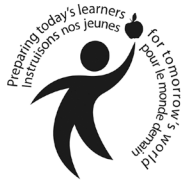
## SCHOOL DISTRICT No. 69 (QUALICUM)

### BOARD POLICY 105 – ADMINISTRATIVE PROCEDURES

#### USE OF SCHOOL FACILITIES

Page 5 of 9

- c. In the first instance report all fire alarms to the relevant fire hall and then to the Operations and Maintenance Department emergency phone number.
  - d. Report all intruder alarms to the district security runner service.
  - e. Report all personal panic alarms to the district security runner service.
  - f. Report all high water-high sewer alarms in the first instance to the district security runner service and then to the Operations and Maintenance Department emergency phone number.
  - g. Report all buildings with low temperature alarms to the Operations and Maintenance Department emergency phone number.
5. The District Security Runner Service shall:
- a. Respond to alarm calls from the monitoring service.
  - b. Respond to calls from designated district staff for emergent work.
  - c. Send regular reports to the Operations and Maintenance Office.
6. Access to district facilities during non-operating hours is restricted to authorized school district employees.
7. Authorized access is granted by the Secretary Treasurer or designates (principal, vice-principal).
8. Staff wishing to access the school during Christmas, Spring or Summer breaks must confirm with the General Manager of Operations or designate to ensure there will be no conflict with the safety, security, planned maintenance or renovation projects.. Facility uses must be scheduled and booked as per Administrative Procedure – Rental and Use of School Facilities and Equipment.
9. A key control system is to be established by district administration in accordance with administrative procedures approved by the Board.
10. Community Use
- a. Keys will be issued by the Operations and Maintenance Department Office for:
    - i. facilities use as required and returned after use is complete.
    - ii. joint use through the District 69 Recreation Commission.
11. Lost Keys  
Individuals or groups who lose a key may, as required to maintain the security of district assets, be subject to either of the following at the discretion of the General Manager of Operations:
- a. \$50.00 charge.
  - b. actual cost of re-keying any or all buildings.
12. Any person not complying with proper entry procedures, which results in a runner service callout, will be held responsible for absorbing the cost incurred by the District, and will be invoiced by School District 69 (Qualicum). A first warning will be provided before invoicing for cost recovery.



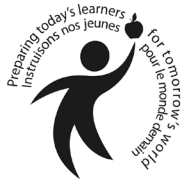
### **Damage to Buildings and Equipment**

The Board of Education believes that a student who has caused willful damage to school property be subject to engaging in restorative processes including restitution for damage caused.

13. When a student has been identified as having damaged buildings and/or property, the principal will contact the parents by phone and/or registered letter indicating the circumstances involved and the school's procedure in assessing damages.
14. The Superintendent of Schools will be notified by telephone and by letter of the student involved and the extent of the damage.
15. The Operations and Maintenance Department shall assess the cost of repair and/or replacement.
16. The Secretary Treasurer may invoice the student/parent for the cost of the damage indicating that an appeal may be made through the Secretary Treasurer to the Board of Education.
17. This does not limit School Protection Branch from further civil action.
18. In special circumstances, a student may negotiate school/community service as a form of compensation.

### **III. SPORTS/GROUNDS AREAS AND SITE PLAYGROUNDS**

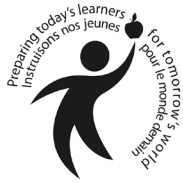
1. The proposed design for a sports/grounds area and/or school site playground must be submitted to the General Manager of Operations for review as to appropriate construction methods and to the Health and Safety Committee for review.
2. The General Manager of Operations, in consultation with the school Principal, will approve a location for the sports/grounds area and/or school site playground that will not impede future development to a school nor conflict with existing underground services.
3. The General Manager of Operations will periodically inspect the construction of the sports/grounds area and/or school site playground to ensure that appropriate construction and safety standards are met.
4. The General Manager of Operations and the appropriate inspection authorities, will provide a final inspection and will provide those building the structure with a written confirmation either accepting the structure or indicating any modifications required to make the structure acceptable.



5. The Board may support the building of a sports/grounds area and/or school site playground with its own equipment and/or materials where such support does not disrupt maintenance work schedules.
6. Work site to meet all Workers Compensation Board regulations and be subject to spot inspections.
7. Site will be subject to inspection by all applicable Inspection Authorities at any time.

#### **IV. LASQUETI TEACHERAGE (HOUSING)**

1. The Board of Education acknowledges its responsibility to provide teacherages for teaching staff on Lasqueti Island for use when other accommodation is not available.
2. The use of teacherages shall be administered by the Secretary Treasurer.
3. When insufficient teacherage accommodation is available the Principal will have first option on space and thereafter the most senior teacher on the Island.
4. The Board shall determine an appropriate monthly rate to be charged in respect of each unit of housing accommodation.
5. Terms and Conditions
  - a. Teacherages will be available to teaching staff on an annual basis from August 1st to July 31st.
  - b. The rent shall be paid by the teacher through payroll deduction.
  - c. Teaching staff will be refunded for any monthly unused portion of the annual rent.
6. The teacher to whom the teacherage is let shall reside in the teacherage.
7. The teacher shall not sub-let the teacherage or any part thereof.
8. The teacher shall be responsible for telephone, internet and cable services.
9. The Board shall supply electricity, water and sewer at no charge.
10. Maintenance of Board-owned appliances shall be the Board's responsibility.
11. When vacating a teacherage, notice shall be given one month in advance, and the teacherage shall be inspected by the Operations and Maintenance Department for cleanliness and damage. The inventory of furnishings shall be checked. Any damage in excess of normal wear and tear shall be assessed and the Secretary Treasurer advised so that appropriate financial arrangements can be made with the teacher.



12. The teacher shall vacate the teacherage on termination of the teacher's teaching assignment.

**Dates of Adoption/Amendments:**

Adopted: 16.08.31

Amended:

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**SCHOOL DISTRICT No. 69 (QUALICUM)**

**ADMINISTRATIVE PROCEDURE**

**RENTAL AND USE OF SCHOOL FACILITIES AND EQUIPMENT**

Page 9 of 9

**SCHEDULE A**  
**HOURLY RATES FOR RENT OF FACILITY**

**MONDAY TO FRIDAY**

CATEGORY	CLASSROOM	ROOM OTHER THAN CLASSROOM	SMALL GYMNASIUM	LARGE GYMNASIUM	AUDITORIUM
School Programs	No charge	No charge	No charge	No charge	No charge
Youth Programs (Volunteer Instructors)	No charge	No charge	No charge	No charge	No charge
Youth Programs (Paid Instructors)	\$5.00	\$10.00	\$15.00	\$20.00	\$50.00
Non Profit Organization/ Adult Recreation Groups	\$10.00	\$20.00	\$25.00	\$35.00	\$50.00
Commercial	\$25.00	\$45.00	\$55.00	\$75.00	\$100.00

**WEEKEND/STATUTORY HOLIDAY**

CATEGORY	CUSTODIAL SERVICE	CLASSROOM	ROOM OTHER THAN CLASSROOM	SMALL GYMNASIUM	LARGE GYMNASIUM	AUDITORIUM
School Programs	4 hrs. min. (when required)	No charge	No charge	No charge	No charge	No charge
Youth Programs (Volunteer Instructors)	4 hrs. min	No charge	No charge	No charge	No charge	No charge
Youth Programs (Paid Instructors)	4 hrs. min (when required)	\$5.00	\$10.00	\$15.00	\$20.00	\$50.00
Non Profit Organization/ Adult Recreation Groups	4 hrs. min.	\$10.00	\$20.00	\$25.00	\$35.00	\$50.00
Commercial	4 hrs. min.	\$25.00	\$45.00	\$55.00	\$75.00	\$100.00



**Context:**

The Board of Education recognizes **a world-wide climate emergency is occurring**, the importance of environmental sustainability in meeting the needs of the present generation without compromising the ability of future generations to meet their own needs. The Board acknowledges that **Environmental sustainability is the** a joint responsibility of trustees, senior staff, principals/vice principals, teachers, students and support ~~personnel~~ **staff, parents and community**.

**Policy Statement:**

The Board supports opportunities for the school district **will take action** to reduce operational and life-cycle costs, lessen the impact on our domestic energy infrastructure, and provide environmental stewardship through lower carbon emissions.

The Board is committed to environmental sustainability and will ensure that every effort is made to conserve energy and natural resources while exercising sound financial management.

**The Board will provide a strong educational approach to understanding the climate emergency.**

**Guiding Principles:**

The Board is committed to the following guiding principles:

- a. A strategic approach to energy management, including assessing baseline performance, setting goals and targets, creating an energy management plan, tracking performance and communicating results.
- b. The review and continuous improvement of the school district's energy management plan within the financial resources available.
- c. The development and delivery of educational programs, activities and initiatives that enable students to develop the skills, knowledge and attitudes that will help sustain the environment.
- d. The encouragement of students and staff to be aware of the Sustainable practices policy and associated administrative procedures.
- e. Communicating environmental sustainability initiatives, and consulting, where appropriate, with partner groups on the implementation of new initiatives.
- f. The encouragement of students and staff to be cognizant of their energy use and material consumption.
- g. The integration of environmentally sustainable considerations into the operations, **educational** and business decisions of the school district.
- h. The selection of equipment and systems in consideration of energy issues, product incentives and rebates from utility providers.

**Definitions:**

The Board of Education defines sustainable practices as **are** those business, **educational**, and individual practices that **result in** minimize energy, waste and water consumption, resulting in utility cost savings and a smaller carbon footprint **and enhanced presence in our curriculum** for the school district through initiatives aimed at creating a culture of conservation, guided by the three R's of sustainability: Reduce, Reuse and Recycle.

**References:**

- Administrative Procedure: Sustainable Practices
- Sustainable Schools Best Practices Guide, Ministry of Education



**Dates of Adoption/Amendments:**

Adopted: 92.02.25

Amended: 94.02.22: **16.08.31**

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## Requirements

1. It is the collective responsibility of all district personnel to educate students such that they will develop an innate responsibility to conservation, both inside and outside of the school district.
2. The fulfillment of this mandate is the joint responsibility of the Board of Education, Senior Staff, Principals/Vice Principals, teachers, students and support ~~personnel~~ **staff**. The Secretary-Treasurer (or designate) shall establish an energy management plan that includes, but is not limited to, the following components:
  - a. Integration of environmentally sustainable considerations into the school district's business decisions related to:
    - i. Lighting
    - ii. Heating, ventilation, air conditioning systems
    - iii. Renovation and new construction
    - iv. Recycling programs
  - b. Purchasing policies that encourage suppliers to meet or exceed the district's environmental management standards.
  - c. Mechanisms to regularly assess and continually improve the district's environmental sustainability performance.
  - d. **Creating, managing and monitoring a carbon reduction plan in keeping with provincial programs and expectations of government.**
3. The General Manager of Operations (or designate) will be responsible for managing all expenditures, and for formulating and implementing the energy management plan.
4. The General Manager of Operations (or designate) will be responsible for tracking and monitoring energy consumption, and for coordinating energy management and sustainability activities with principals/vice principals, teachers, support staff and students.
5. The school principal will facilitate energy management programs and procedures at the school. Efficient use of the various energy systems of each school will be the joint responsibility of the principal and the General Manager of Operations.
6. **Principals and vice-principals will be responsible for ensuring that climate action is a consideration for field trips in keeping with Board policy 502.**
7. Teachers and support staff will **are encouraged to** use a variety of curricular materials to provide the opportunity for students to participate in energy management initiatives.
8. The District shall encourage the use of an environmental theme, at every level, as a focus for integrating existing curriculum.



9. The District shall encourage the use of locally developed Environmental Studies courses and/or units in schools.
10. The District shall support learning activities that utilize a wide range of appropriate environmental field trips.

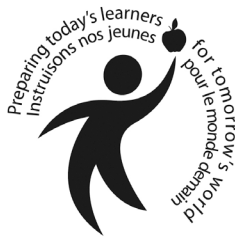
**References:**

- Board Policy 100: Sustainable Practices
- Board Policy 502: Field Experiences (Trips)
- Sustainable Schools Best Practices Guide, Ministry of Education

**Dates of Adoption and Amendments:**

Adopted: 16.08.31

Amended:



## CAPITAL PROJECTS: TENDERING, PURCHASE AND DISPOSAL

### Context:

The Board of Education recognizes its has a responsibility to carefully manage public funds and therefore requires that fair and transparent processes be ~~developed~~ implemented and regularly reviewed to ensure best value to the Board for both tendering and disposal.

### Policy Statement:

~~It shall be the policy of t~~ The Board of Education to requires that purchases and disposals be made with consideration of best value, which includes all aspects such as cost, quality, supply, servicing, maintenance, local availability and environmental impact. When the value of a purchase is such that the tendering process is administratively justifiable, tenders will be awarded on a competitive basis with consideration to all of the above aspects.

### Guiding Principles:

1. All tendering, purchase and disposal will be based on the following priority list:
  - a) Environmental impact including local sourcing
  - b) Best value including cost, quality, servicing, maintenance, life span and sourcing locally.
  - c) Supply, both short and long-term
  - d) Disposals will be based on fair market value

### Definitions:

### References:

- Administrative Procedures: Capital Projects: Tendering, Purchase and Disposal

### Dates of Adoption/Amendments:

Adopted: 16.08.31



**Purpose**

These procedures describe the means by which Board Policy 101 will be enacted.

**Authority**

1. The Secretary Treasurer or designate is authorized to approve the expenditure of funds within approved Capital Budgets for all project work.
2. The Secretary Treasurer or designate will have authority to accept and approve individual change orders to capital projects, providing that funds are available.
3. The Secretary Treasurer shall report to the Board, for information, capital expenditures which are of significance and of public import whereby the resulting expenditure has an affect of enhancement of the district's capital facilities.

**General Guidelines**

Definitions of varying methods of procurement described below, and the decision to use any particular form will depend on the complexity of the requirement, the monetary value, and the urgency.

Purchasing Decision Matrix				
	Determination of Supplier		Payment Process	Approver
	Quote	Tender		
< \$1,000	N	N	Purchasing Card/Expense Claim with Receipts	Local
> \$1,000	Verbal	N	Invoice	Local
> \$5,000	Written	N	Invoice	Local
> \$10,000	Written	N	Invoice	Secretary Treasurer or designate
> \$25,000	N/A	Non-Advertised	Non-Advertised Tender	Secretary Treasurer or designate
> \$50,000	N/A	Public	Public Tender	Secretary Treasurer

**Use of Requisitions (Requests for Purchase Orders)**

All supplies, services, and equipment being purchased over \$1000 must be covered by a requisition initiated by the school or district department. Individual staff members are not to place orders other than by this method. This requisition is in a form that becomes a purchase order



when signed by the secretary-treasurer or designate. The only exceptions to this requirement are as follows:

- a. With prior authorization from the employee's supervisor/Principal, employees may purchase items through petty cash or purchasing card.
- b. Purchases may be made through school trust accounts for home economics and industrial education consumable supplies, with reimbursement claimed by submission of a Reimbursement Requisition form with receipts attached.
- c. Gas and fuel refills.

### **Exceptional Circumstances**

The secretary-treasurer may authorize the immediate purchase of any item or service without recourse to the provisions of this procedure where:

- a. staff, student or public safety is in question;
- b. purchase will prevent damage to School District facilities;
- c. essential services will be restored; and/or,
- d. essential physical plant services will be restored.

It is not necessary to tender or go through the quotation process for purchases of used items and legal services.

### **Determination of Suppliers**

#### Purchasing Card Program

The Purchasing Card Program is not intended to avoid or bypass purchasing policies and procedures as outlined in these regulations. Instead, it is intended to provide flexibility and autonomy to the user while complementing current existing purchasing procedures and payment guidelines. Unlike personal charge cards, the P-Card Program incorporates controls over certain types of expenditures. These controls ensure that the P-Card can only be used with specific types of merchants and within specific dollar limits.

#### Quotations Process

- a. Request for quotes can take the following forms:
  - i. Written quotations from three or more sources in response to a written request. Responses may be submitted by fax or email;
  - ii. Verbal quotations given by two or more supplier representatives, usually by telephone. Such quotations are to be recorded by the requester and retained with the purchase order;
- b. All things being equal quality and suitability preference shall be given to local firms, then BC and then Canada. Local and provincial firms which have previously supplied the school district will continue to be given the opportunity to provide quotations on items similar to those which they normally supply. Should a school or department wish an exemption from requesting quotes from previous suppliers, approval must first be obtained from the secretary-treasurer.





- c. Quotations must be solicited from a minimum of three (3) suppliers, except when less than three (3) are known. If assistance is required with the names of potential suppliers, contact the School Board Office, Maintenance Department, or Learning Resources Centre as appropriate.
- d. Quotation forms may be forwarded to suppliers either direct or through the School Board Office.
- e. Copies of quotations received must be kept with the purchase documentation for later verification.
- f. The requisition must include the date of the quote and other pertinent details, such as whether or not delivery cost is included in the price. Incomplete requisitions will not be approved.
- g. If quotations are obtained from less than three suppliers, or if purchase from other than the low bidder is recommended, a memorandum of explanation must be kept with the purchase documentation.

#### Petty Cash Administration

The policy on the use of Petty Cash is as follows:

- a. Petty cash will not be used without prior approval of the principal.
- b. Petty cash will be reimbursed ONLY if submitted within thirty (30) days of the purchase.
- c. To reduce the administrative burden created by the use of petty cash, school principals will set and monitor the limit of purchase using petty cash.
- d. There will be no administration conducted by accounts staff to obtain tax rebates on petty cash purchases.
- e. Schools and departments are to submit a remittance form on a bi-weekly schedule.
- f. This policy does not apply to the purchase of equipment and technology hardware/software as these purchases should be made through the Information Technology and/or Operations and Maintenance departments.
- g. Suppliers with poor performance records should have their vendor registration revoked for periods of time. To enable this to be defensible, schools should send documented instances to the warehouseman for compilation.

#### **Tendering**

1. All projects having an estimated value in excess of \$50,000.00 that would be funded through the Capital Plan or Local Capital budget shall be subject to a full public tender and tendered as a "Stipulated Sum Contract".
2. Projects having an estimated value of up to \$50,000.00 may be handled by selective tenders from a minimum of three bidders if possible. Only bidders appropriately qualified to perform the work or provide the service should be considered. Full tender documentation would not be required in this instance.
3. All invitations to tender shall be circulated as widely as possible.



4. Invitations to tender shall be open for a minimum of fifteen working days from the date the invitations were made public.
5. All tenders shall be submitted on the documentation provided and in a sealed envelope clearly marked "Tender: Do Not Open". Tenders submitted by facsimile and received by tender closing will be accepted.
6. Tenders received shall be clearly marked with the date and time of receipt and held unopened until the official tender closing. Tenders received after the tender closing time shall be marked "Late Tender", remain unopened and returned to the bidder by the Secretary Treasurer or designate.

#### **Opening of Tenders**

1. The Board shall be made aware of all tender closings.
2. The Board shall be represented at the opening of tenders by the consultant, if applicable, Secretary Treasurer or designate, and the Properties Department designated contact person.
3. The consultant shall submit a written recommendation regarding the award of contract within forty-eight hours following the close of tenders.
4. The lowest qualified tender received, that is supported by a recommendation from the consultant shall form the contract, providing that it is within the budget approved.
5. Tenders funded from a Capital Plan must receive Ministry of Education approval.
6. To award a contract to other than the low bidder, it must first be approved by the Board and supported by a written recommendation from the Secretary Treasurer or designate, giving full justification for the recommendation.

#### **Withdrawal of Tenders**

Tenders may be withdrawn personally, by written notice, fax, or email provided such notice of withdrawal is received by the appropriate member of senior management or delegate prior to the tender closing time.

#### **Revisions of Tenders**

- a. A tender already delivered to School District No. 69 (Qualicum) (owner) may only be revised in the following manner and the revision must be plainly referable to a particular tender. Revisions to tenders already received must be submitted only by fax or signed letter. The revision must state only the amount of which a figure is to be increased or decreased or specific directions as to the exclusion or inclusion of particular words.
- b. Please note in the case of faxed revisions to tender, School District No. 69 (Qualicum) assumes no responsibilities and the bidder assumes all risks of using faxed communications for revisions. The faxed transmission must be received by the appropriate member of senior management or delegate prior to closing time.
- c. Alterations, qualifications or omission to the tender form may be cause for rejection.



- d. Failure to complete the tender document may result in rejection of tenders submitted.

#### Awarding of Tender

- a. This tender will be irrevocable for a period of sixty (60) days from tender closing time. The lowest or any tender will not necessarily be accepted.
- b. The completed tender document, terms, conditions, instructions, specifications and any attachments shall become part of any contract entered into between the successful bidder and School District No. 69 (Qualicum).
- c. The right is reserved to reject any or all tenders and to waive any minor informalities or irregularities in tenders received.
- d. This tender, if awarded, may be in whole or in part and School District No. 69 (Qualicum), reserves the right to award this tender to multiple bidders. In the event of funding difficulties, some areas or schools may be eliminated in order to meet budget constraints.
- e. Criteria for award or rejection of this tender may include but not be limited to the following: price stated, total cost implication, product quality, references, past performance and the demonstrated ability and personnel to fulfill the requirements of the tender.

#### Insurance Clauses

The successful bidder must provide proof of the required insurance within five (5) business days of notice of award prior to proceeding with the work.

#### Indemnification

Notwithstanding the provision of coverage and insurance by the owner, the contractor will indemnify and save harmless the owner, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the owner, may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly by reason if any act or omission of the contractor or of any agent, employee, officer, director or subcontractor of the contractor pursuant to this contract, excepting always liability arising out of the independent negligent acts of the owner.

1. The contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the owner:
  - a. Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury and property damage. The owner is to be added as an additional insured under this policy. Such Insurance shall include, but is not limited to:
    - .01 Products or Completed Operations Liability;
    - .02 Owner's and Contractor's Protective Liability;
    - .03 Blanket written Contractual Liability;
    - .04 Contingent Employer's Liability;
    - .05 Personal Injury Liability;
    - .06 Non-Owned Automotive Liability;
    - .07 Cross Liability;



- .08 Employees as additional Insured's;
- .09 Broad Form Property Damage;
- .10 Broad Form Completed Operations;

and where such further risk exists:

- .11 Shoring, Blasting, Excavating, Underpinning, Demolition, Pile driving and Caisson Work, Work below Ground Surface, Tunneling and Grading, as applicable
  - .12 Elevator and Hoist Liability; and
  - .13 Operation of Attached Machinery.
- b. Automobile Liability, on all owned or leased vehicles in an amount not less than \$2,000,000.
  - c. Aircraft and/or Watercraft Liability, where applicable, for all owned or non-owned craft operating or used in the performance of the work by the contractor, in an amount not less than \$5,000,000 per occurrence and including aircraft passenger hazard liability, where applicable.
  - d. Property insurance, which shall cover all property, of every description, to be used in the construction of the work, against "All Risks" of physical loss or damage, while such property is being transported to the site, and thereafter until substantial performance of the work. Such policy of insurance shall extend to protect the interest of the owner, and shall contain a waiver of subrogation against the owner.
- 2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the owner.
  - 3. The contractor shall provide the owner with evidence of all required insurance prior to the commencement of the work or services. Such evidence shall be in a form acceptable to the owner. When requested by the owner, the contractor shall provide certified copies of required insurance policies.
  - 4. All required insurance shall be endorsed to provide the owner with thirty (30) days advance written notice of cancellation or material change.
  - 5. The contractor hereby waives all rights of recourse against the owner with regard to damage to the contractor's property.
  - 6. The contractor shall require and ensure that each subcontractor maintains liability insurance comparable to that required above.
  - 7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement or the Work until the date of the final certificate for payment.

### **Bonds**

The contractor shall enclose a Bid Bond or certified cheque in the amount of ten percent (10%) of the total of the tender figure(s) in the lawful money of Canada, made payable to the owner.



### Project Architects

1. The Architect may be used for projects having an estimated value up to \$500,000.00, without inviting other proposals.
2. Projects having an estimated value over \$500,000.00 require that proposals be requested from at least three appropriately qualified Architects.
3. Architects to be appointed for projects valued over \$500,000.00 require approval from the Board supported by written recommendations from the Secretary Treasurer or designate.
4. Selection of the successful Architect will be based on the following criteria and reference checking by the Secretary Treasurer or designate.
  - a. Demonstrated ability to discern and translate the educational philosophy and programme needs of the project into the design.
  - b. Comprehension and analysis of potential problems, strengths and weaknesses of the building or of the site.
  - c. Awareness of the time factors involved in school projects and one established in co-operation with the Board, a commitment to adhere to the schedule.
  - d. Creativity in design.
  - e. Previous experience in building schools and awareness of teaching techniques and methodology.
  - f. Structural, mechanical and electrical engineering capability.
  - g. Supervision of construction: frequency of visits to the job site and specialist supervision.
  - h. Any criteria unique to the project and approved by the Board.

### Disposal of Capital Assets

1. Prior to disposing of any land, buildings, leases, rights-of-way and easements, the Board shall in each such case:
  - a. consider the future educational needs of the school district and the effect of the disposal of same.
  - b. dispose of the land, building, lease, right-of-way or easement by public meeting or public tender with or without accepting any offers or the highest offer;
  - c. dispose of the land, building, lease, right-of-way or easement at the fair market value.
2. Fair market value in the disposal of any land, building, lease, right-of-way or easement shall be determined by a professional appraisal obtained at the direction of the Board and consideration for such value may be comprised of cash, trade, barter or otherwise.



3. The Board shall pass a bylaw authorizing the disposal of any land, building, lease, right-of-way or easement authorizing the disposal of same prior to the disposal.
4. Once the Board has disposed of any land, building, lease, right-of-way or easement, the Board shall provide the Minister of Education with:
  - a. a copy of the authorizing bylaw; and
  - b. written notification of the disposition and allocation of the proceeds of the said sale as required under Section 100 (2) of the *School Act*.

### **Disposal of Surplus Material**

Where equipment, vehicles or materials are considered surplus to the needs to the School District and are expected to have resale value, the Secretary Treasurer may direct these items be disposed of in any one of the following ways:

- a. Offered for sale to public bodies
- b. Sold at public auction;
- c. Sold by public or invited tender;
- d. Sold at a fixed price public sale
- e. Sold privately (Private sale shall be restricted to items which have previously been offered under a, b, c, or d above or where the potential benefits of such a process are greater than the costs of it.)

The cost of disposing of the item must not exceed the expected resale value.

Equipment, vehicles or material will not be sold to school district employees unless they are the successful bidder in a public tender process.

Where equipment or materials are considered surplus to the School District's need and do not have a resale value, the Secretary Treasurer or designate may authorize items to be disposed of according to environmentally acceptable practices including,

- a. salvaged for parts
- b. scrapped
- c. traded in for credit against purchases.

### **Disposal of Surplus School Buses**

Whenever possible, surplus school buses shall be traded to bus dealers provided the trade price is deemed to be of fair market value.

Only if a surplus school bus cannot be traded to bus dealers, any alternating flashing lamps and any stop arm fitted to the school bus must be removed and all school district identification, any School Bus lettering and the warning signs associated with the alternating flashing shall be removed prior to any surplus school bus being offered for public tender.



**References:**

- Board Policy 401: Capital Projects: Tendering, Purchase and Disposal
- Board Policy 301: Living Wage
- The School Act
- Ministerial Order (M193/08) Disposal of Land or Improvements Order

**Dates of Adoption/Amendments:**

Adopted: 16.08.31

Amended:

DRAFT