

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT 68  
REGULAR BOARD MEETING  
AGENDA**

**Wednesday, January 25, 2023, 6:00 PM**

**BOARD ROOM**

**395 Wakesiah Avenue**

**Nanaimo, BC V9R 3K6**

**Policy 2.4 Role of the Chair and Vice-Chair**

The Chairperson, or designate, shall be the official spokesperson to the news media for the Board.

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**Pages**

**1. CALL TO ORDER**

The Chair will call the meeting to order. With great respect and humility, we acknowledge and honour the lands of the Snuneymuxw people. The Snuneymuxw people maintain their profound, unique and spiritual connection to the land through ageless traditions, teachings, stewardship and expressions of reciprocity.

**2. TRANSFER OF ITEMS TO OPEN MEETING AGENDA**

**3. ADDITIONS**

**4. DELETIONS**

**5. CHANGE IN ORDER**

**6. APPROVAL OF THE AGENDA**

*That the Agenda be approved.*

**7. APPROVAL OF THE MINUTES**

*That the minutes from the Regular Board of Education meeting held on December 14, 2022, and the Special Board of Education meeting held on January 16, 2022, be adopted.*

**8. SECTION 72(3) REPORT**

**5**

*That the Section 72(3) Report from the Special Closed Board of Education meetings on December 7, 2022, January 11, 2023, and the Closed Board of Education meeting on December 14, 2022, be received.*

## 9. ANNOUNCEMENTS AND REMINDERS

Education Committee Meeting: February 1, 2023

Business Committee Meeting: February 8, 2023

Board of Education Meeting: February 22, 2023

Statutory Holiday: February 20, 2023 (Family Day)

Professional Development Days: February 6th and 7th

## 10. PRESENTATIONS

### 10.1 Zonta Club of Nanaimo

16

Andrea Paris (President) Jasleen Sandhu, Kaylie Curtis, Aden Lionas  
(VIU Criminology Students)

Re: International Women's Day Event "Break the Bias"

### 10.2 Our Health, Our Community Survey Project Team

19

Dr. Shannon Waters and Vanessa Daether

Re: Our Health, Our Community Survey

## 11. CORRESPONDENCE

### 11.1 D. Kurucz

32

Re: Traffic Control

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) refer the correspondence from D. Kurucz to staff for response.*

### 11.2 D. Kruk

34

Re: Additional Bus Stop Request

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) refer the correspondence from D. Kruk to the Board Chair for response.*

## **12. COMMITTEE REPORTS**

### **12.1 Business Committee**

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct the Chair to write a letter to the Ministry of Transportation and Infrastructure to formally request that the Ministry reconsider their decision to not support the recommendations put forward by the Stakeholder Committee in reference to the École North Oyster Active School Travel Project.*

### **12.2 Education Committee**

## **13. SENIOR STAFF REPORTS**

13.1 Shawn Johnston, Executive Director of HR 36  
Re: JEDI Update

13.2 Mark Walsh, Secretary-Treasurer 62  
Re: NDSS Consultation

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct staff to initiate a consultation process with respect to addressing capacity issues at Nanaimo District Secondary School with potentially impacted communities and report back to the Board with recommendations and next steps for the Board to consider.*

13.3 Scott Saywell, Superintendent 79  
Re: Ministry of Education and Child Care Compliance Audit

## **14. UNFINISHED BUSINESS**

## **15. NEW BUSINESS**

## **16. FOR INFORMATION**

16.1 Board Motions Report 80

16.2 Trustee Committee Reports

## 17. QUESTION PERIOD

Question Period is intended to enable the public to obtain clarifying information regarding a current agenda item.

Individuals wishing to ask questions of the Board upon completion of Committee and Board sessions shall do so in writing on the form provided which includes their name, street address and email address. The individual will be asked to verify his/her self and be afforded the opportunity to read out their own question. Each individual shall be limited to one follow-up question upon receiving a response. Forms are available in the information rack near the entrance of the Board Room.

If the meeting is being held online, individuals wishing to ask questions of the Board shall type their question in the Q&A compose box on the right side of the screen and then select send. Your question will be read by the Board or Committee Chair.

Questions and responses will be included in the video of the meeting and the meeting minutes and will be part of the public record.

## 18. ADJOURNMENT

*That the meeting be adjourned.*



**THE BOARD OF EDUCATION OF SCHOOL DISTRICT 68**  
**MINUTES OF THE REGULAR BOARD MEETING**

**December 14, 2022**

Trustees	G. Keller, Chair	L. Lee
	T. Brzovic	M. Robinson
	T. Rokeby	L. Pellegrin
	C. Morvay	
Absent	C. McKay, Vice Chair	N. Bailey
Staff	S. Saywell, Superintendent/CEO	K. Matthews, Manager Admin. Services
	M. Walsh, Secretary-Treasurer	L. Tait, Deputy Superintendent
	D. Burgos, Ex. Dir. of Communications	

**1. CALL TO ORDER**

The Chair called the meeting to order at 6:04 pm.

**2. TRANSFER OF ITEMS TO OPEN MEETING AGENDA**

**Bayview Land Acquisition Bylaw** - Chair Keller reported that the Board of Education adopted a Bylaw to allow for the acquisition of land adjacent to Bayview Elementary School. The final acquisition is subject to a number of conditions and the completion of the transaction will be reported to the Board in a future meeting.

**3. ADDITIONS**

There were no additions.

**4. DELETIONS**

There were no deletions.

**5. CHANGE IN ORDER**

Item 10.1 be moved to follow the Approval of the Agenda.

**6. APPROVAL OF THE AGENDA**

R22/12/14-01

IT WAS MOVED BY Trustee Lee

IT WAS SECONDED BY Trustee Rokeby

That the Agenda be approved.

**CARRIED UNANIMOUSLY**

**7. PRESENTATIONS**

**7.1 Frank J. Ney Elementary School Choir**

Students from the Frank J. Ney Elementary School Choir performed holiday songs.

**8. APPROVAL OF THE MINUTES**

R22/12/14-02

IT WAS MOVED BY Trustee Lee

IT WAS SECONDED BY Trustee Robinson

That the minutes from the Regular Board of Education meeting held on November 23, 2022, be adopted.

**CARRIED UNANIMOUSLY**

**9. SECTION 72(3) REPORT**

**9.1 Section 72(3) Report**

R22/12/14-03

IT WAS MOVED BY Trustee Robinson

IT WAS SECONDED BY Trustee Pellegrin

That the Section 72(3) Report from the Special Closed Board of Education meeting on November 9, 2022, and the Closed Board of Education meeting on November 23, 2022, be received.

**CARRIED UNANIMOUSLY**

**10. ANNOUNCEMENTS AND REMINDERS**

Education Committee Meeting: January 4, 2023

Business Committee Meeting: January 11, 2023

Board of Education Meeting: January 25, 2023

Winter Break: Last day of School: December 16, 2022. Schools re-open: January 3, 2023

**11. CORRESPONDENCE**

**11.1 C. Blood, Dover Bay Prom Committee 2023**

Re: Prom in School District 68

This item to be included under item 12.2

**12. COMMITTEE REPORTS**

**12.1 Business Committee**

R22/12/14-04

IT WAS MOVED BY Trustee Lee

IT WAS SECONDED BY Trustee Robinson

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) approve the School District Statement of Financial Information (SOFI Report), as presented, for the year ending June 30, 2022.

**CARRIED UNANIMOUSLY**

**12.2 Prom Ceremonies in NLPS**

- Prom Ceremony Discussion
- K. Berg (Board Correspondence from November 2022)
- C. Blood (Board Correspondence - Item 11.1)

R22/12/14-05

IT WAS MOVED BY Trustee Robinson

IT WAS SECONDED BY Trustee Morvay

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) refer this item to the Policy Committee for consideration.

R22/12/14-06

IT WAS MOVED BY Trustee Brzovic

IT WAS SECONDED BY Trustee Rokeby

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) refer the correspondence from K. Berg and C. Blood to the Board Chair for response.

**CARRIED UNANIMOUSLY**

12.3 Education Committee

R22/12/14-07

IT WAS MOVED BY Trustee Morvay

IT WAS SECONDED BY Trustee Robinson

The Education Committee recommends that the Board of Education of School District No. 68 (Nanaimo-Ladysmith) make the attached three-year draft Local School Calendar for 2023/24, 2024/25 and 2025/26 available to the public for 30 days utilizing the consultation process as per Board Governance, Section 1, 2.17 and to report back at the February Education Committee meeting with recommendations.

**CARRIED UNANIMOUSLY**

13. **SENIOR STAFF REPORTS**

There were none.

14. **UNFINISHED BUSINESS**

There was none.

15. **NEW BUSINESS**

15.1 Trustee Lee

Re: Advocacy Letter re Funding for NDSS

Trustee Lee proposed a motion to write a letter to the Ministry of Education and Child Care and the Minister of Finance requesting funding to replace NDSS.

IT WAS MOVED BY Trustee Lee

IT WAS SECONDED BY Trustee Morvay

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct the Board Chair to write a letter of funding advocacy to the Minister of Education and Child Care and the Minister of Finance that highlights the commitment of the newly elected Board of Education to collaborate with both Ministries on a plan to replace Nanaimo District Secondary School; and that the letter be copied to local MLAs.

R22/12/14-08

IT WAS MOVED BY Trustee Morvay

IT WAS SECONDED BY Trustee Robinson

**Motion to Amend:**

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct the Board Chair to write a letter of funding advocacy to the **new** Minister of Education and Child Care, **Rachna Singh** and the **new** Minister of Finance, **Katrine Conroy** that highlights the commitment of the newly elected Board of Education to collaborate with both Ministries on a plan to replace Nanaimo District Secondary School; and that the letter be copied to local MLAs.

**CARRIED UNANIMOUSLY**

R22/12/14-09

**On the Motion as Amended:**

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct the Board Chair to write a letter of funding advocacy to the new Minister of Education and Child Care, Rachna Singh and the new Minister of Finance, Katrine Conroy that highlights the commitment of the newly elected Board of Education to collaborate with both Ministries on a plan to replace Nanaimo District Secondary School; and that the letter be copied to local MLAs.

**CARRIED UNANIMOUSLY**

**16. FOR INFORMATION**

**16.1 Board Motions Report**

The Board Motions Report was received as information.

**16.2 Trustee Committee Reports**

There were none.

**17. QUESTION PERIOD**

There were no questions this evening.

18. **ADJOURNMENT**

The meeting adjourned at 6:57 pm.

R22/12/14-10

IT WAS MOVED BY Trustee Lee

IT WAS SECONDED BY Trustee Robinson

That the meeting be adjourned.

**CARRIED UNANIMOUSLY**

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Mark Walsh, Secretary-Treasurer

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Greg Keller, Chair

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT 68**  
**MINUTES OF THE SPECIAL BOARD MEETING**

**January 16, 2023**

Trustees	G. Keller, Chair C. McKay, Vice Chair T. Brzovic L. Lee	C. Morvay L. Pellegrin T. Rokeby M. Robinson
Absent	N. Bailey	
Staff	S. Saywell, Superintendent/CEO M. Walsh, Secretary-Treasurer L. Tait, Deputy Superintendent	K. Matthews, Manager Admin. Services

**1. CALL TO ORDER**

The Chair called the meeting to order at 5:00 pm.

**2. ADDITIONS**

There were no additions.

**3. DELETIONS**

There were no deletions.

**4. CHANGE IN ORDER**

There was no change in order.

**5. APPROVAL OF THE AGENDA**

SO23/01/16-01

IT WAS MOVED BY Trustee Robinson

IT WAS SECONDED BY Trustee Rokeby

That the Agenda be approved.

**CARRIED UNANIMOUSLY**

**6. NEW BUSINESS**

**6.1 Mark Walsh, Secretary-Treasurer**

Re: Amendment to Minor Capital Plan

Mark Walsh advised that the Ministry of Education and Child Care have agreed to provide additional funding for purchase of electric busses through the Ministry's Bus Acquisition Program. The District is required to amend its submitted proposed Five-Year Capital Plan (Minor Capital Programs) for 2022/23. An Action Sheet is attached to the Agenda.

SO23/01/16-02

IT WAS MOVED BY Trustee Robinson

IT WAS SECONDED BY Trustee Brzovic

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith), in accordance with provisions under section 142(4) of the School Act, hereby approves the amended proposed Five-Year Capital Plan (Minor Capital Programs) for 2022/2023, as provided on the Five-Year Capital Plan Summary for 2022/23 submitted to the Ministry of Education and Child Care.

**CARRIED UNANIMOUSLY**

**7. ADJOURNMENT**

The meeting adjourned at 5:12 pm.

SO23/01/16-03

IT WAS MOVED BY Trustee Robinson

IT WAS SECONDED BY Trustee Lee

That the meeting be adjourned.

**CARRIED UNANIMOUSLY**

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Mark Walsh, Secretary-Treasurer

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Greg Keller, Chair



**BOARD OF EDUCATION OF SCHOOL DISTRICT 68  
(NANAIMO-LADYSMITH)**

Report of the Special Closed Board Meeting December 7, 2022

Minutes – Section 72(3) Report

(3) A board must prepare a record containing a general statement as to the nature of the matters discussed and the general nature of the decisions reached at a meeting from which persons other than trustees or officers of the board, or both, were excluded and the record must be open for inspection at all reasonable times by any person, who may make copies and extracts on payment of a fee set by the board.

**Trustees**

N. Bailey  
T. Brzovic  
G. Keller  
L. Lee  
C. McKay  
C. Morvay  
L. Pellegrin  
M. Robinson  
T. Rokeby

**Absent**

N/A

**General Decisions Made by the Board**

- Personnel Matters
- Asset Management

**General Matters Discussed by the Board**

- Personnel Matters
- Asset Management

**BOARD OF EDUCATION OF SCHOOL DISTRICT 68  
(NANAIMO-LADYSMITH)**

Report of the Special Closed Board Meeting January 11, 2023

Minutes – Section 72(3) Report

(3) A board must prepare a record containing a general statement as to the nature of the matters discussed and the general nature of the decisions reached at a meeting from which persons other than trustees or officers of the board, or both, were excluded and the record must be open for inspection at all reasonable times by any person, who may make copies and extracts on payment of a fee set by the board.

**Trustees**

T. Brzovic  
G. Keller  
L. Lee  
C. McKay  
L. Pellegrin  
T. Rokeby

**Absent**

N. Bailey  
C. Morvay  
M. Robinson

**General Decisions Made by the Board**

- Personnel Matters

**General Matters Discussed by the Board**

- Personnel Matters

**BOARD OF EDUCATION OF SCHOOL DISTRICT 68  
(NANAIMO-LADYSMITH)**

Report of the Closed Board Meeting December 14, 2022

Minutes – Section 72(3) Report

(3) A board must prepare a record containing a general statement as to the nature of the matters discussed and the general nature of the decisions reached at a meeting from which persons other than trustees or officers of the board, or both, were excluded and the record must be open for inspection at all reasonable times by any person, who may make copies and extracts on payment of a fee set by the board.

**Trustees**

N. Bailey  
T. Brzovic  
G. Keller  
L. Lee  
C. McKay  
C. Morvay  
L. Pellegrin  
M. Robinson  
T. Rokeby

**Absent**

N/A

**General Decisions Made by the Board**

- Personnel Matters
- Asset Management

**General Matters Discussed by the Board**

- Personnel Matters
- Asset Management



Maximize our impact through local service and advocacy initiatives and educational awareness that Empowers all!

## **Presentation for SD68 Board of Education Trustees and Staff for January 25, 2023**

March 8th honours International Women's Day, a day that highlights our year-round opportunity to not only celebrate the countless contributions that women have made to the enrichment of our communities and beyond, but also eliminate any bias, stereotypes and discrimination across the gender line.

This year's theme is, "**Break the Bias**", focuses on bridging the gap of gender inequality and segregation, which, in spite of the progress we've made, continues to fill our communities, workplaces and schools. Let's seize the opportunity to be part of what makes the difference in breaking the bias on International Women's Day and beyond.

According to Cathy Peters, women's activist and founder of the Be Amazing Campaign, ([www.beamzingcampaign.org](http://www.beamzingcampaign.org)) youth in British Colombia from ages 10-14 are the average age for recruitment in the sex industry and 90% of the luring, grooming, buying and selling occurs online. Furthermore, about 50% of youth trafficked for sexual exploitation in BC are Indigenous girls. Although these stats and facts are daunting, our goal is not to scare or create fear amongst the youth but instead to inform and share the Zonta International organization's mission, resources, and prevention methods.

The goal is to bring awareness, which is the best way to reduce being trafficked. Knowledge is power and creates a generation which is armed to know better. Often, we hear that it is "generational acceptance" and "did not know better".

What we are looking for from SD68:

- Once again, to have the Board of Education to support and promote our event within high schools and the message will reach as many students as possible. It would be so amazing if Student Councils took part or even better to make this day as Filed trip and send as many students as you can. Simply because this impacts all students in many shapes and forms.

- To join us and form a partnership. We can manage the event and by your partnership will include SD68 support as partners. Able to attend joint planning meeting. This program is literally almost at a zero cost to you. City, RCMP, IH, and private schools are also players besides service clubs.

We are cordially inviting all student and staff to this event on March 8<sup>th</sup>, 2023, at the Generations Church. All students are free and will have free pizza provided after the session. Which is scheduled for 10:00-12:00, max 400 seats. Should you have more students, then we are able to repeat it at 13:00-15:00. Although the PM session is aimed for the community members. Adult tickets are minimum \$5 or donation.

The speakers are phenomenal and have served the community for various lengths:

-Cathy Peters : <https://www.beamazingcampaign.org> a former teacher and recipient of the Queen's Platinum Jubilee Medal for her over the 40 years of contribution.

-Ashleigh Martinflatt: Professor in the Child & Youth department at Vancouver Island University

- Tagen Marshall: Inspirational speaker and Student of VIU

-VIU Criminology Practicum students

We are offering a ongoing event as VIU student will be doing their practicums for this event to benefit the community. We hope to be able to work with the Nanaimo Ladysmith Public School.

Sincerely, On behalf of the Zonta Club of Nanaimo

Andrea Paris (President), and Jasleen Sandhu, Kaylie Curtis, Aden Lionas (VIU Criminology students)

Contact Information:

Email: [zontaclubnanaimo@gmail.com](mailto:zontaclubnanaimo@gmail.com)

Cell: 250-616-4814

[www.zonta.org](http://www.zonta.org)

**Last year's successful event proved that the need is huge and that working in collaboration, not in silos, is the key for success.**



EMPOWERING WOMEN  
THROUGH SERVICE & ADVOCACY

# SAVE THE DATE

*BREAK THE SILENCE, BREAK THE CHAINS,  
BREAK THE BIAS.*

Raising awareness of human trafficking and sexual exploitation of women in B.C.

Learn prevention methods and how to become an advocate for women's rights, ending gender-based violence, and human trafficking.

WEDNESDAY MARCH 8th:  
1300 Princess Royal Ave, Nanaimo BC

For Ticket information and general inquiries contact  
[zontclubnanaimo@gmail.com](mailto:zontclubnanaimo@gmail.com)



# **Our Health, Our Community**

## **A Cowichan Valley Region Health & Wellness Survey**

For School District 68 Board of Education  
By Dr. Shannon Waters & Vanessa Daether  
January 25, 2023



# Survey Overview

- **Unique opportunity** for Cowichan Valley Region
- **Local-level** data on the health & wellness, neighbourhood characteristics, & community belonging of Cowichan Valley residents who are 18 years & older
- Standardized and **region-specific questions** will be developed in consultation with our communities
  - 80+ questions (with adjustments)
  - We want to far surpass 4,500 responses!!



# Value to School Board

Our goal is for the results of this survey to identify the health status, health inequities & priorities of Cowichan Valley residents & to support local **evidence-based decision-making around:**

- Community health & wellbeing programs & initiatives
- Healthy community planning & creating health-promoting environments
- Healthy public policy development & implementation
- Resource allocation & funding opportunities
- Much more!

# How this survey data has been used in other regions



Used for **planning programs & services** to address key health indicators & risk factors



Used to **determine service gaps & allocate resources** accordingly in Metro Vancouver



Used to inform the **Walk30 Burnaby New West** initiative



Used to inform the **GP For Me Initiative** & the development of the **Patient Medical Home** pilot project



Used to inform the City of Vancouver's **Health City Strategy**

Source: [myhealthmycommunity.org](http://myhealthmycommunity.org)

**What are some priority areas  
for the Cowichan Valley Region  
that this survey could help  
inform response on?**

# Mental Health & Resiliency

## Mental Health and Resiliency

SPEAK Round I & II\* (Cowichan Valley North)



Strong sense of community  
belonging

72.5%

56.4%



Less connection with friends

60.9%

72.6%



Worse mental health

45.2%

50.9%



Feeling of helplessness

21.2%

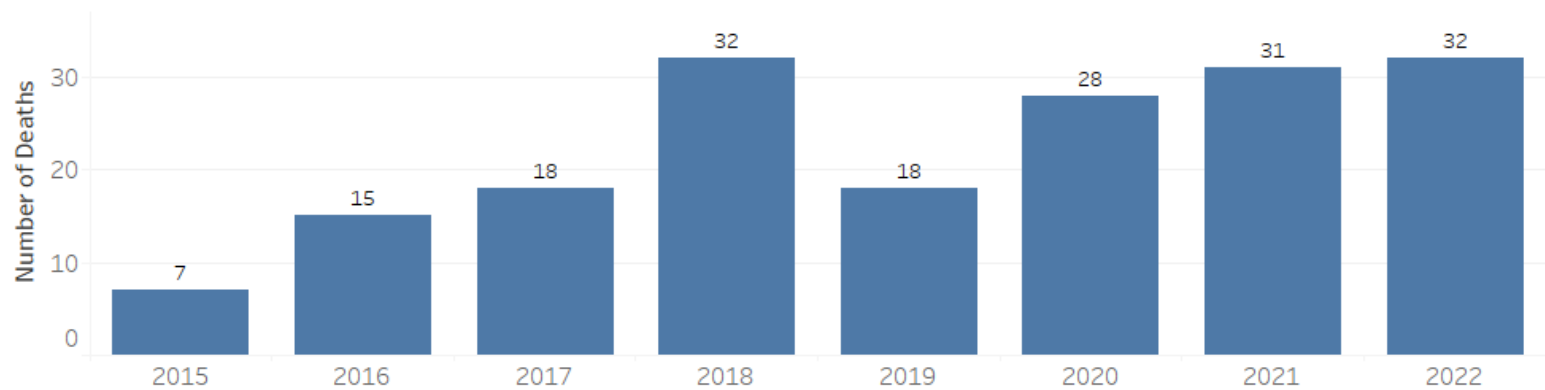
27%



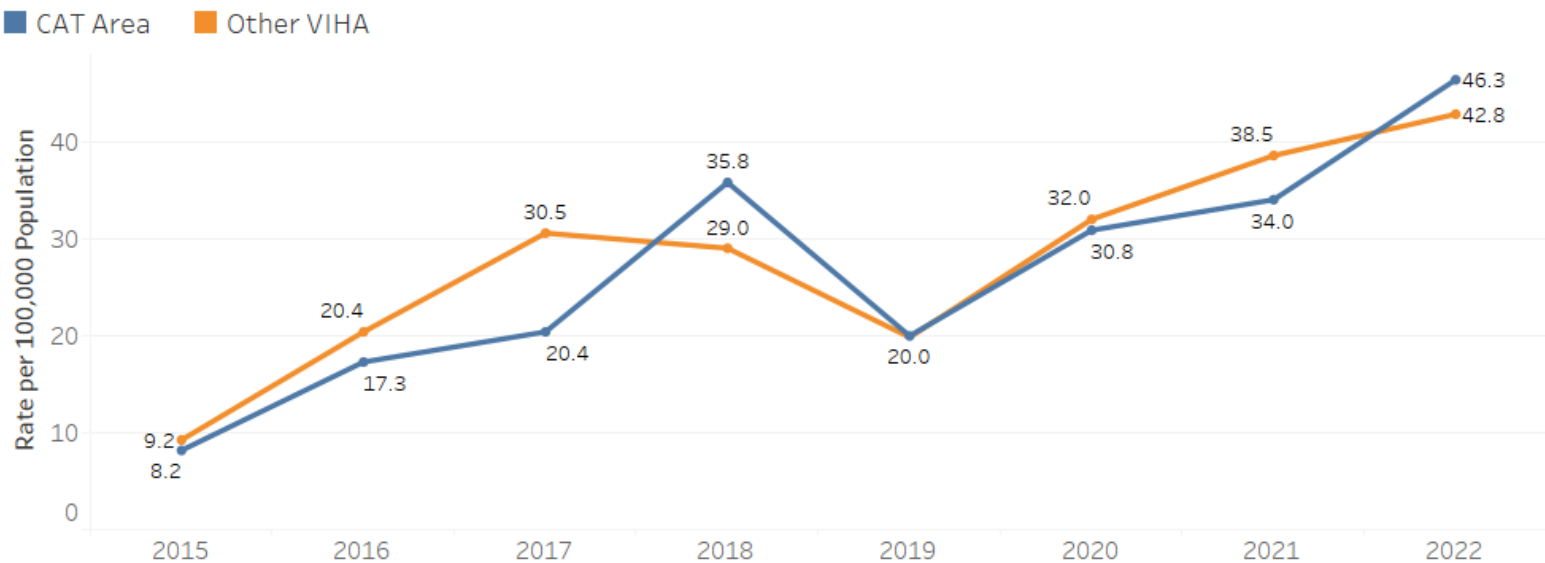
\*Compared to before the COVID-19 pandemic. Arrows indicate direction of change from SPEAK Round I to Round II.

# Illicit Drug Toxicity Crisis

Number of Illicit Drug Toxicity Deaths by Year, Cowichan Valley , 01-Jan-2015 to 30-Sep-2022



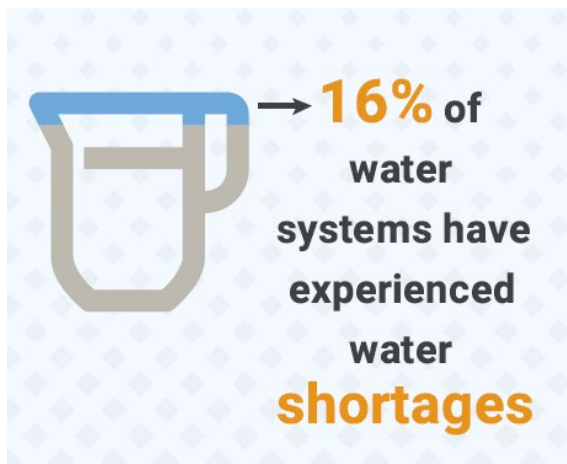
Rate of Illicit Drug Toxicity Deaths by Year, Cowichan Valley & Rest of VIHA, 01-Jan-2015 to 30-Sep-2022



Source: BC Coroner Service; data provided by BCCDC, compiled by Island Health Population Health Surveillance & Evaluation

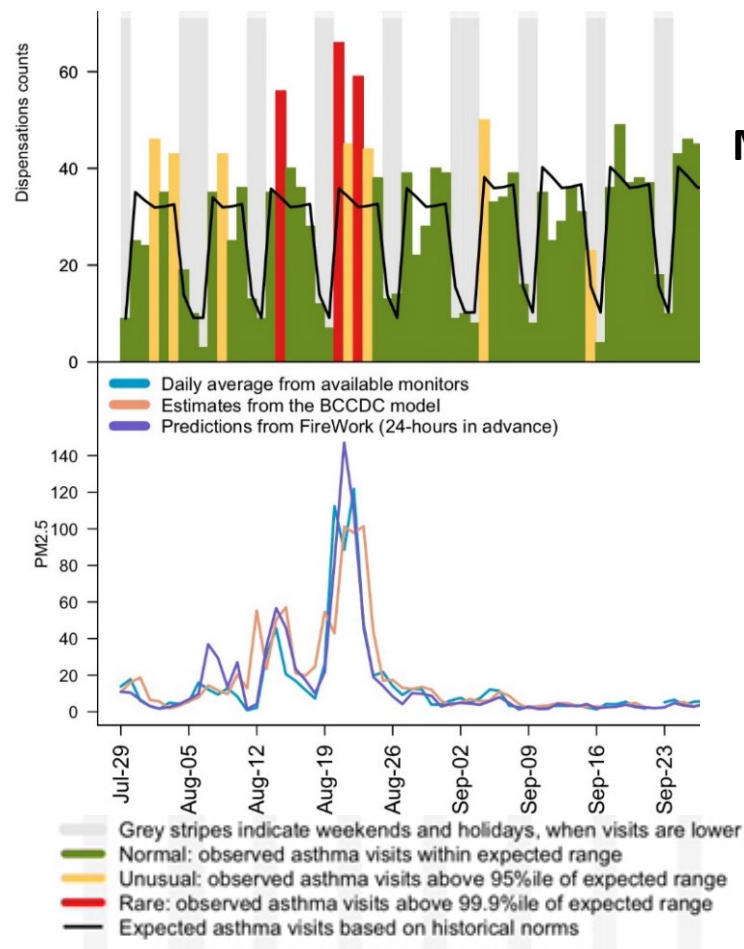
INTERNAL USE ONLY

## 2021 Island Health Drinking Water Operator Survey



## Heat-related mortality during 2021 Heat Dome

# Climate Crisis



## Asthma Monitoring

*Salbutamol  
Dispensations  
for Cowichan  
LHA, 2018/19*

## Air Quality

# BC COVID-19 SURVEY ON POPULATION EXPERIENCES, ACTION & KNOWLEDGE (SPEAK): ROUND 1 & 2 RESULTS FOR COWICHAN VALLEY NORTH

## CHALLENGES

compared to before the pandemic



**Cowichan Valley North** residents reported **increased** stress & alcohol consumption, feeling **helpless**, **worsening** mental health, **less** connection with friends & a **weaker** sense of community belonging



**Cowichan Valley North** residents **living with children** reported their children had **increased** stress, **increased** screen time, & **less** connection with friends

## SURVEY DETAILS



**SPEAK 1** data collection **May 2020** (early pandemic)



**SPEAK 2** data collection **April-May 2021** when vaccine first became available (3rd wave)

**CURIOUS WHAT THE RESULTS ARE FOR YOUR COMMUNITY?**  
**Check out the dashboards [here](#) for more detailed results!**

# Survey Timeline







# Working Together

**What are your health & wellness question priorities?**

- Submit 5x questions

**Promote the survey!**



**Thank you**

For more information:

[www.ourcchn.ca/survey](http://www.ourcchn.ca/survey)

[Shannon.Waters@islandhealth.ca](mailto:Shannon.Waters@islandhealth.ca)

[vanessa@daether.ca](mailto:vanessa@daether.ca)





**From:** [Karen Matthews](#)  
**To:** [Karen Matthews](#)  
**Cc:** [Shauna DeBodt](#)  
**Subject:** D Kurucz FW: Traffic Control - Endangering Students, Pedestrians and Motorists.  
**Date:** December 15, 2022 7:41:50 AM

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**From:** darrenkurucz@gmail.com <>  
**Sent:** December 13, 2022 4:15 PM  
**To:** Trustees <Trustees@sd68.bc.ca>  
**Subject:** Traffic Control - Endangering Students, Pedestrians and Motorists.

**CAUTION:** External Message

My name is Darren Kurucz and I am a Departure Bay resident with two daughters in Departure Bay Elementary. I also have a background in construction, traffic control and have managed teams of traffic control personnel in my career.

I have a very serious concern with schools such as Rock City Elementary that have children in high viz vests, holding stop signs and stepping in front of vehicles. I want to see immediate action taken before I need to drive past a memorial for an elementary student on my morning commute.

In the past decade, in BC alone there have been more than 10 fatalities and 200+ serious injuries to roadside workers. These incidents happen to trained adults in full PPE that have additional signage and equipment working around them as well as first aid trained personnel on their crew.

Adults are required to take, at minimum, a full day training course and pass a test to be certified. The traffic management manual for work on roadways in BC is an 815 page PDF contained below.

<https://www2.gov.bc.ca/assets/gov/driving-and-transportation/transportation-infrastructure/engineering-standards-and-guidelines/traffic-engineering-and-safety/traffic-engineering/traffic-management-and-traffic-control/2020-traffic-control-manual/2020-traffic-management-manual-for-work-on-roadways.pdf>

I have been told that the school board trustees are aware that there are children stepping in front of vehicles on public roads. I also believe that a consultant may be involved in putting together a report on traffic before any measures will be taken in the name of safety.

I witness on a weekly basis these young children with no concept of the power, handling or stopping distance of a vehicle step into the cross walk while rarely making eye contact with drivers. These children do not have the training or knowledge to be stopping traffic and they are putting themselves and fellow students at risk. They are also putting all drivers at risk as you have children who have never passed a safe driving course making decisions on when vehicles should be stopping.

It is only a matter of time before a very, very serious incident happens and I am choosing to use my

voice to take every step necessary to prevent it.

I would like to see an immediate stop to any student in the district being given a high viz vest and stop sign and being allowed to control traffic and direct pedestrians.

In an attempt to understand why this was even allowed in the first place, I would like to know if there is a plan in place and answers for all the below questions I have in respect to safety, liability and repercussions.

1. What safety and first aid training do school staff have to increase a students odds of survival if they are struck by a moving vehicle?
2. What training do the children receive before they are given the vests and signage?
3. Are the students made aware of the risks and the statistics on injury and death when working in traffic?
4. Are the parents made aware of the risks and statistics of injury and death when working in traffic and do they sign a permission slip allowing this?
5. Do the students do a job hazard analysis and risk assessment daily where they discuss current conditions such as daylight, weather and stopping distance?
6. Is there a competency assessment done on each and every student that is doing traffic control?
7. Is WorkSafeBC aware that there are underage traffic control persons being used by the school district that have not received training and are not being paid for their labour?
8. Are the individual schools and/or the district insured in the event that a student causes a vehicle collision resulting in property damage, injury or even death?
9. What will happen if a student with a vest and stop sign guides another student(s) into the roadway and they are killed by a vehicle?
10. If anyone is injured or killed due to the negligence or inability of a student crossing guard, will it be the student and their family held legally accountable or will it be SD68?

Thank you for taking the time to read through just a few of my long list of concerns. I really hope this is taken seriously and actioned immediately so that I can carry on with peace of mind after the Christmas break.

If for any reason this is still a contentious issue in the new year I will continue my pursuit of ensuring the safety of students, pedestrians and motorists by opening up a communication can of worms with outlets outside of the school district that oversee roadway safety in BC.

Kind Regards.  
Darren Kurucz

---

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**From:** [Karen Matthews](#)  
**To:** [Karen Matthews](#)  
**Subject:** Additional Bus Stop Request  
**Date:** January 11, 2023 9:32:41 AM

---

Re: Additional Bus Stop Request

My name is Leah and I live with my husband, Dennis, and our son in Electoral District C. Our son is currently a student at Mountain View Elementary School and has attended since kindergarten. We are ready to have our son take the school bus home, however, after reviewing the Nanaimo Ladysmith Public Schools bus route and speaking with other parents in the area it appears we do not have a safe, nor close enough bus stop to our residence.

It is my understanding from emails from Mountain View Elementary School and the Nanaimo Ladysmith Public School website (transportation section) that "*Transportation is provided free of charge to eligible students in the following categories: Grades K-3: Students that live in a residence that is located more than 4.0 kms from their catchment school. Grades 4-12: Students that live in a residence that is located more than 4.8 kms from their catchment school.*" We fall into the latter category - our residence, as per Google Maps, is 5.3 kms (via Jinglepot/Kilpatrick/Jameson) or 5.7 kms (via Jinglepot/Meadow/Jameson).

The website also states students "*may*" be expected to walk up to "3.2 kms" - our residence surpasses this expectation, as per Google Maps, at 3.5kms to the bus stop at the East Wellington Fire Hall on Jingle Pot Road. We are therefore requesting the bus route be adjusted.

Through discussions with other parents, I have heard there have been multiple requests over many years now to add additional bus stops in our rural area off of Jinglepot Road. Most recently I am aware the requests were for :

\*Two additional stops - at each of Jameson Road mailboxes:

- 1) to service Creekside/Ridgeway/top of Meadow Drive
- 2) to service upper Kilpatrick/Webster/Benson View Drive

If you live in or have visited our neighborhood I am sure you are well aware of its rural nature which although beautiful - it offers little in the way of safe sidewalks/shoulders, particularly for children, on Kilpatrick, Jameson or Creekside. There has been increased traffic to our area on the feeder roads (particularly Meadow, Jameson and Creekside) due to the Ammonite parking lot on Creekside Place, as well as, our general growth due to increased residential building i.e. the Quarry residences. I urge you to please consider this request.

Thank you for your time. I look forward to hearing from you soon.

Sincerely,  
Leah

---

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**NANAIMO LADYSMITH PUBLIC SCHOOLS  
BOARD OF EDUCATION  
INFORMATION SHEET**

DATE: January 25, 2023  
TO: Board of Education  
FROM: Shawn Johnston, Executive Director, Human Resources  
SUBJECT: Justice, Equity, Diversity, and Inclusion (JEDI) Update

---

## Background

Direction was given by the Board for the Executive Director, Human Resources, to work with a vendor, and with internal colleagues, to develop and implement an EDI framework for the district. The Board approved a budget of \$70,000 to issue a request for proposals (RFP) for vendors to work with the District to advance equity, diversity, and inclusion initiatives.

Specifically, the RFP sought vendors to work with the District to develop and implement a sustainable EDI framework, including a review of district policies and procedures, development of an EDI action plan, and development and deliver training and educational plans such as: Indigenous relations, unconscious bias, anti-racism, and LGBTQ2S+ inclusion.

The RFP was issued and the proposal from Chanelle Tye Equity & Inclusion was chosen as the successful proposal. This proposal stood out as having a better understanding of the District, providing in person consultation, and offering to tailor the scope of work to the district's needs. Chanelle Tye EDI is a small company comprised of Chanelle and Victoria Hai Quynh Lam, based out of Vancouver. This proposal also provided evidence that while Chanelle is running a business, her passion is working with organizations to advance this work in meaningful ways in our society.

Following selection of the vendor, the District's senior leadership team discussed internal resources that could be utilized in this work. Stephanie Johnson, who has led the District was identified as having the capability and capacity to assist on this project.

Stephanie, Chanelle, and I produced a draft framework for this work for this year, which is attached. The framework utilizes the Sysyutsus Framework (walking together) approach to support the district's JEDI work.

The focus of the work for this year is: data collection (survey and stakeholder meetings), Policy review (JEDI policy and policy review JEDI tool), and development of 2-3 district wide JEDI training focused modules. Further details are as follows:



## 1. Conduct a JEDI audit of the District.

This work is well underway. Chanelle and her team have developed an anonymous survey which will be sent out to the community very soon. This will be followed up with one-on-one interviews with rights holders, including those with lived experiences of oppression.

The data from the JEDI audit will inform the District's choices for district wide training, as well as future actions.

The plan is to distribute the survey to the community during the week of January 30, and to have it open for two full weeks. The interviews of key stakeholders will commence at the same time. Data from the Audit will be compiled and discussions between the District and the contractor will take place in the last 2 weeks of February.

## 2. Policy and Process Review

The policy review was planned to review 2-3 policies/procedures that relate to JEDI. However, a better approach may be as follows:

- a. Development of a JEDI Administrative Procedure for the District; and
- b. Identification of a tool to be used to review all policies/procedures through the JEDI lens, and advancement of policy review work. A potential tool for use has been identified as one developed by the [Maryland Association of Boards of Education](#), as works as follows:

For any Policy, Administrative Procedure, Practice, etc., consider the following questions:

1. Who are the under-represented groups affected by this policy, program, practice, decision, or action? What are the potential impacts on these groups?
2. Does this policy, program, practice, decision, or action worsen existing disparities or produce other unintended consequences?
3. How have you intentionally involved stakeholders who are also members of the communities affected by this policy, program, practice, decision, or action? Can you validate your assessments in #1 and #2, having considered this stakeholder reaction?
4. What are the barriers to more equitable outcomes (e.g. mandated, political, emotional, financial, programmatic, or managerial)
5. How will you (a) mitigate the negative impacts and (b) address the barriers identified above?

A draft of the JEDI AP will be available by June 2023.

### 3. District-wide training modules

The development of 2-3 district wide training modules and ensuring access to training for all district employees is a key part of the draft framework for the first year. The topics to focus on will be identified through the JEDI Audit. The main areas being considered are:

- Indigenous Relations
- Unconscious bias
- Anti Racism
- LGBTQ2S+
- Increasing Accessibility
- Trauma Informed Approaches

Training modules may be produced by contractors, including Channele, and/or in house. Additionally, training will be in an experiential model, where structured, lecture style, learning is limited and informal learning, such as group discussion and reflection, are maximized. Key tools for learners to incorporate into their professional practice will be highlighted and practiced.

The district wide JEDI training provides an opportunity to work directly with our NDTA and CUPE partners. Both unions have expressed desire to be part of moving forward with this work, and having our employees hear from both groups, speaking in unison on the same topic, will have a positive impact on our district. We recommend that the union's be part of the planning and implementation of the training component of this work.

Training modules will be developed prior to the end of the 2022/23 school year, and the training will be piloted at the Principal/Vice Principal meetings. This will allow for any feedback and for getting the local leaders in our system up to speed with the training.

The training will be expanded to NDTA and CUPE employees in the first part of the 2023/24 school year, on professional development days.

The above provides the District's JEDI initiatives for the 2022/23 school year. As this is a process that requires the involvement of all stakeholders, the District will provide regular updates and seek feedback as necessary. Feedback will be particularly important in developing the District's JEDI plan for the 2023/24 school year.

Appendix A: RFP

Appendix B: Framework



**REQUEST FOR PROPOSAL # 2597**  
**For the Development of an Equity, Diversity & Inclusion Framework**  
**School District No.68 (Nanaimo-Ladysmith)**  
**Issue Date: May 5, 2022**

Request No. and Title:	<b>2597 Equity, Diversity &amp; Inclusion Framework</b> Show this number and title in all email correspondence pertaining to this RFP.
Overview:	The School District is seeking proposals from qualified and experienced individuals or companies to provide consultancy services to partner with Nanaimo Ladysmith Public Schools in developing and implementing a sustainable Equity, Diversity and Inclusion (EDI) framework for the District.
Contact Person	Communications concerning s RFP shall only be made by email to: Gabriela Cartwright, Buyer Nanaimo Ladysmith Public Schools (School District 68) E-mail: <a href="mailto:gcartwright@sd68.bc.ca">gcartwright@sd68.bc.ca</a>
Enquiry Deadline	Enquiry deadline is May 13, 2022, at 4:00 pm. Answers will be posted on BCBid website <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> by May 18, 2022, at 4:00 pm
Response Format	Only emailed responses will be considered. Note RFP No. and Title in the email subject line.  Submittal Format: Microsoft Word or PDF format
Closing Time	Not later than: 2:00 PM local time, <b>May 26, 2022</b> Responses will be opened in private shortly thereafter.

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## **1. PURPOSE OF THE REQUEST FOR PROPOSALS**

This Request for Proposals (RFP) is intended to solicit proposals from qualified and experienced individuals or companies to provide consultancy services to partner with Nanaimo Ladysmith Public Schools in developing and implementing a sustainable Equity, Diversity and Inclusion (EDI) framework for the District.

## **2. INFORMATION ABOUT NANAIMO LADYSMITH PUBLIC SCHOOLS**

The School District operates under the authority of the School Act of British Columbia as a corporation under the name of “The Board of Education of School District No. 68 (Nanaimo-Ladysmith)”. The Board of Education (“Board”) elected for a four-year term governs the School District.

The district is the second largest school district on Vancouver Island and resides within the traditional territories of the Snuneymuxw, Snaw-Naw-As and Stz’uminus First Nations. In addition, the district is a proud community partner with Tillicum Lelum Aboriginal Friendship Centre and Mid Island Métis Nation. The district claims approximately 15,000 students, with approximately 2700 students identifying as Indigenous and 1200 students with special needs. The district offers a full range of programs from kindergarten to grade 12 with additional programs for pre-school and adult learners. There are: twenty-eight elementary schools; eight secondary schools (including Learning Alternatives and Career Technical Centre); one distributed learning school – Island ConnectEd (K-12); and approximately 2,200 employees. The district encompasses the City of Nanaimo, the towns of Ladysmith and Lantzville, Gabriola Island, North Oyster, Cedar and many other communities.

The overall responsibility for the EDI Project rests with Charlene McKay, Board Chair and Scott Saywell, Superintendent.

## **3. PROJECT DESCRIPTION**

Nanaimo Ladysmith Public Schools (the District) is seeking an experienced, external consultant to partner with the District in developing and implementing an Equity, Diversity, and Inclusion (EDI) Framework. The objectives of this Framework will be to advance diversity, inclusion, and equity across the organization, while also including strategies to eliminate all forms of oppression, racism and systemic discrimination within our organization and community.

The Framework should include a review of all current policies and procedures, the development of an action plan, as well as training and educational programs/resources for staff such as Indigenous relations, unconscious bias, anti-racism, LGBTQ2S+ inclusion training, and so on. The Framework must address resourcing requirements, including staff’s role in this work and any time commitment. The Framework must also detail both internal *and* external (i.e., community level) actions that will advance EDI.

The Framework will act as a tool and lens for ensuring that our organization is addressing systemic racism, discrimination, and injustice, while ensuring that our ideals for a diverse, inclusive, and just society are reflected in our projects, policies, practices, procedures, programs and services. It is intended that the Framework will ultimately embed the core values of diversity, inclusion, and equity into the District's everyday work and culture in support of the Board goals of a "Safe, caring and healthy learning and working environment that is inclusive of the diversity of our entire learning community" and "truth and reconciliation".

The District is open to any and all proposals in the development and implementation of a comprehensive Framework and action plan. The District is looking for suppliers who have the following experiences and capabilities:

- a) Experience in developing and implementing an Equity, Diversity, and Inclusion Framework or strategy within a BC provincial and/or Canadian context.
- b) Experience working with public agencies and/or the K-12 education sector.
- c) Experience with training, education, and capacity-building activities related to Equity, Diversity, Inclusion and anti-racism.
- d) Experience in developing strategies and priorities (i.e., an action plan) that will support the district now and into the future.
- e) Experience and knowledge of relevant legislation and statutory regulations such as BC Human Rights Code, Employment Standards Act, WorkSafeBC, etc.

#### **4. REQUEST FOR PROPOSALS ADMINISTRATION**

The following terms and conditions apply to this RFP and to the subsequent Service Agreement. Submission of a proposal in response to this RFP indicates acceptance of all the terms and conditions that follow and that are included in any addenda issued by SD68. Provisions in proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

##### **Definitions**

Throughout this Request for Proposals, the following definitions apply:

- "Contract" or "Service Agreement" means the written agreement resulting from this Request for Proposals executed by SD68 and the successful proponent;
- "SD68" means School District No. 68 (Nanaimo-Ladysmith);
- "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes SD68 ;
- "Request for Proposals" or "RFP" means the process described in this document; and

- “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

## 5. REQUEST FOR PROPOSAL PROCESS

### 5.1. Enquiries

All enquiries related to this Request for Proposals are to be directed, in writing by email, to the contact persons identified on the front page of this Request for Proposals. Information obtained from any other source is not official and should not be relied upon. Enquiries must be communicated to the contact person via email no later than May 13, 2022, 4:00 pm Pacific Time. State RFP # 2597 in the subject line. Where possible, responses will be provided within two business days. Responses to enquiries concerning clarification of the terms of this Request for Proposals or information included in it will be distributed to all Proponents in the form of an addendum at the discretion of SD68. All addenda will be posted on the BC Bid website. It is the Proponent’s sole responsibility to check the BC Bid website for any addenda issued prior to the closing date.

### 5.2. Closing Date and Time

Proposals must be received via email to [gcartwright@sd68.bc.ca](mailto:gcartwright@sd68.bc.ca) by May 26, 2022, at 2:00 p.m. Pacific Time.

### 5.3. Late Proposals

Only complete proposals received before closing time will be considered to have been received on time. In the event of a dispute, the proposal receipt time as recorded by the district’s email server shall prevail whether accurate or not.

## 6. PROPOSAL FORMAT

The following format and sequence must be followed in order to provide consistency in Proponents’ responses and to ensure each proposal receives fair consideration. All pages should be consecutively numbered.

- a) **Executive Summary:** (1 page) Including a brief history of the firm, overview of overall ability and expertise, and experience and competencies in providing deliverables similar in nature to those identified for this project.
- b) **Project Team/Experience:** Provide a brief biography (half page for each team member) of the proposed project team complete with describing each person’s role in **this** project and his/her/their qualifications and experience, to take on successfully the role. Please include full resumes in your response.
- c) **Methodology:** (4 pages) Provide an outline of how you propose to work with the District to develop the Framework. For this section provide at minimum the following:

- 1) Include a schedule of activities outlining each phase of the project from initial discussions to implementation, training and evaluation.
  - 2) An estimate of resources required from your organization, District staff and other stakeholders.
  - 3) Include how the proposal will address the Board's goals.
  - 4) Other
- d) **Cost (Fees):** Proponents are requested to provide a detailed breakdown of fees for each phase of the proposal.
- e) **Evaluation Tool:** Proponents are requested to provide an evaluation or measurement tool as part of the framework in order to measure the progress and/or success of the framework over time.
- f) **Value Add:** (1 page) Provide a description of your organization's unique expertise and successes; what sets your firm and proposed team apart from other organizations with respect to this project.

## 7. ADDITIONAL TERMS

### 7.1. Eligibility

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in SD68's opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes but is not limited to, involvement by a Proponent in the preparation of this RFP. If a Proponent is in doubt as to whether there might be a conflict or interest, the Proponent should consult with the contact persons prior to submitting a proposal.

### 7.2. Irrevocability of Proposal

Proposals must be open for acceptance for at least 90 days after the closing date.

By submission of a proposal, a Proponent agrees that should its proposal be successful the Proponent will enter into a Service Agreement with SD68, with format and content consistent with Appendix B.

### 7.3. Definition of a Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for services, and no Proponent will acquire any legal or equitable rights or privileges relative to the services until the occurrence of both such events.



#### **7.4. Negotiation Delay**

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, SD68 may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

#### **7.5. Changes to Proposal**

By submission of a clear and detailed written notice, a Proponent may amend, or withdraw, its proposal prior to the closing date and time. At closing time, all proposals become irrevocable.

A Proponent will not change the wording of its proposal after closing, and no words or comments will be added to the proposal unless requested by SD68 for purposes of clarification.

#### **7.6. Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and in subsequent negotiations with SD68, if any. If SD68 elects to reject all proposals, SD68 will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final agreement, or any other matter whatsoever.

Furthermore, a Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

#### **7.7. Acceptance of Proposal**

This Request for Proposals should not be construed as an agreement to purchase services. SD68 is not bound to enter into an agreement with the Proponent that submits the lowest priced tender or with any Proponent. Proposals will be assessed in light of the evaluation criteria. SD68 will be under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

#### **7.8. Liability for Errors**

While SD68 has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a

guideline for Proponents. The information is not guaranteed or warranted to be accurate by SD68, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

#### **7.9. Modification of Terms**

SD68 reserves the right to modify the terms of this RFP at any time at SD68's sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into an agreement with a successful Proponent.

#### **7.10. Ownership of Proposals**

All documents, including proposals, submitted to SD68 become the property of SD68. Documents will be received and held in confidence by SD68, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP.

#### **7.11. Confidentiality of Information**

Any portion of this document, or any information supplied by SD68 in relation to this RFP may not be used or disclosed for any purpose other than the submission of proposals.

#### **7.12. Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide SD68 with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to SD68. Such written consents are to specify that the personal information may be forwarded to SD68 for the purposes of responding to this RFP and use by SD68 for the purposes set out in the RFP. SD68 may, at any time, request the original consents or copies of the original consents from Proponents and upon such request being made the Proponents will immediately supply such originals or copies to SD68.

#### **7.13. No Lobbying**

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of SD68, including the evaluation committee and any elected officials of the Province or with members of the public or the media about the project described in this RFP or otherwise in respect of the RFP other than expressly directed or permitted by SD68.

#### **7.14. Reciprocity**

SD68 may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

#### **7.15. No Obligation to Proceed**

Notwithstanding any other terms hereof, this RFP does not commit SD68 in anyway to proceed to consider or evaluate a bid or bids or award a Contract and SD68 specifically reserves the right at any time, in its absolute discretion, whether before or after Closing Time, to terminate this RFP for any reason.

### **8. EVALUATION**

Evaluation of proposals will be by a committee formed by SD68 and may include employees and contractors of SD68. All personnel will be bound by the same standards of confidentiality. SD68's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

#### **8.1. Unsuccessful Proposals**

At the conclusion of the RFP process, all Proponents will be notified. Unsuccessful Proponents may request a debrief meeting with SD68.

#### **8.2. Timetable**

The below timetable provides the anticipated schedule for the RFP process and signing of a Service Agreement. The timing and the sequence of events resulting from this RFP may vary and shall ultimately be determined by SD68.

Event	Date
Request for Proposals issued	May 5, 2022
RFP Inquiries accepted to:	May 13, 2022 – 4:00 PM PST
Deadline for issuing addenda	May 18, 2022 – 4:00 PM PST
Request for Proposals closes	May 26, 2022 – 2:00 PM PST

#### **8.3. Basis for Selection**

SD68 will first check proposals against the mandatory requirements in section 8.3.1. Proposals not meeting all mandatory requirements will be rejected without further consideration. Proposals that meet all the mandatory requirements will then be assessed and scored against the criteria for assessment as per section 8.3.2.

##### **8.3.1. Mandatory Requirements**

The following are mandatory proposal requirements. Proposals not clearly demonstrating that they meet these requirements will receive no further consideration during the evaluation process.

- a. The proposal must be received by email by the specified closing date and time as per the cover page.
- b. The Proposal Transmittal Form (see Appendix A) must be signed by a person authorized to sign on behalf of the Proponent.
- c. The proposal must be submitted in English.

### 8.3.2. Criteria for Assessment

Proposals meeting the mandatory requirements will be assessed against the evaluation criteria indicated below. The following criteria must be specifically addressed in the proposal submission. Failure to address all factors will impair the proposal and SD68 will not be obliged to seek clarification or inclusion of vague or incomplete information in making its selection. The lowest proposal in terms of all-inclusive maximum cost will not necessarily be accepted.

It is the responsibility of the Proponents to ensure that their proposals address all the requirements established in the evaluation criteria.

<b>Corporate Profile</b>	<b>20%</b>
1. Demonstrate your experience in consultation, creation and implementation of EDI awareness/education/training solutions for a broad employee base. 2. Completion of similar, relevant assignments with other K-12, post-secondary, educational, or public sector clients on time and within budget. References included. 3. Experience and qualifications of the consulting team proposed.	
<b>Project Approach and Methodology</b>	<b>60%</b>
4. Initial plan to create an EDI strategy for the District. 5. Examples of a sustainable, stepped and innovative awareness/education/training framework and program for employees to address fundamental EDI knowledge that create behaviour changes. 6. Collaboration and consultation with key departments within the District to develop a sustainable EDI training program that is phased/stepped to address fundamental knowledge and progressively more in-depth topics over time.	
<b>Fee</b>	<b>20%</b>
Please provide a fee structure for your services.	
<b>Total</b>	<b>100%</b>

Selected respondents may be requested to attend an interview with the Owner's evaluation committee and/or make a presentation to the committee. This stage of the selection process may or may not be applicable as stated immediately below.

- a Respondents may be asked to clarify or verify any part of their written response and/or presentation.
- b SD68, at its sole discretion, may adjust their scores after clarification and/or verification of the written proposals.

## **Appendix A**

### **COMPANY INFORMATION, ADDENDUM**

#### **RFP 2597 – Equity, Diversity & Inclusion Framework School District No. 68 (Nanaimo-Ladysmith)**

By submitting this proposal, we agree to all the terms and conditions of the Request for Proposal # 2597 and the addenda noted below which have been reviewed by us.

### **Company Information**

Legal Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Addenda**

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

## **APPENDIX B**

### **SUPPLY AGREEMENT**

**BETWEEN:**

The Board of Education of School District  
No. 68 (Nanaimo Ladysmith)

**Address:** 395 Wakesiah Avenue, Nanaimo  
B.C., V9R 3K6

(the “Board”)

**AND:**

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

(the “Supplier”)

The Board agrees to retain the Supplier to provide, and the Supplier agrees to supply to the Board, such goods, services or both as may be specified herein (collectively, the “Deliverables”), under the following terms and conditions:

1.0 This “Agreement” is comprised of and means the following:

- 1) this Framework Agreement executed by the Board and the Supplier (collectively, the “Parties” and individually, a “Party”);
- 2) the General Conditions attached hereto as Schedule A; and
- 3) the description of the Deliverables attached hereto as Schedule B.

2.0 Deliverables to be supplied:

- 1) The goods and services to be provided by the Supplier are described in Schedule B attached hereto.
- 2) The Supplier shall ensure that any goods comprised in the Deliverables are new and of merchantable quality and fit for the intended purpose, and that services comprised in the Deliverables are performed with care, skill, due diligence and efficiency, in accordance with the terms of this Agreement.
- 3) Subject to earlier termination or renewal of this Agreement in writing, and subject to any delivery details specified in Schedule B, the Supplier shall supply the Deliverables to the Board from \_\_\_\_\_ until \_\_\_\_\_ (the “Term”).

3.0 Agreement Amount:

- 1) Subject to the terms and conditions of this Agreement and in consideration for the satisfactory delivery of the Deliverables, the Board shall pay to the Supplier the costs, fees, rates and charges in the amounts and at the times specified in Schedule B, up to a total cumulative amount not to exceed \$ \_\_\_\_\_, including without limitation all related costs, fees, rates and charges of any nature whatsoever.

- 2) The amount stated in section 1) above does not include any applicable sales, harmonized sales, goods and services, social services, value added, consumption or similar taxes, which are to be shown separately on all invoices submitted by the Supplier.
- 3) The Supplier shall be paid within thirty days after issuance of written invoices in accordance with Schedule B for Deliverables supplied to and approved by the Board, all in accordance with Schedule A and Schedule B.

4.0 Time Of The Essence:

Time shall be of the essence of this Agreement.

5.0 Entire Agreement:

When duly executed by authorized officers of the Parties, this Agreement supersedes all prior negotiations, representations or agreements, whether written or oral, and is the entire agreement between the Parties with respect to the subject matter of this Agreement.

6.0 Amendment:

This Agreement may only be amended in writing signed by both the Parties.

7.0 Contract Administrators:

- 1) For the purposes of this Agreement, the Board designates as the Board's Contract Administrator Gabriela Cartwright, Buyer, 395 Wakesiah Avenue, Nanaimo B.C., V9R 3K6, telephone # 250-741-5207, and fax # 250-741-5323, email [gcartwright@sd68.bc.ca](mailto:gcartwright@sd68.bc.ca)
- 2) For the purposes of this Agreement, the Supplier designates as the Supplier's Contract Administrator \_\_\_\_\_, address: \_\_\_\_\_, telephone #: \_\_\_\_\_, Fax #: \_\_\_\_\_, email: \_\_\_\_\_

8.0 Partnership or Joint Venture Suppliers:

If the Supplier is a partnership or joint venture of two or more entities, then it is understood and agreed that the grants, covenants, provisos, and claims, rights, powers, privileges and liabilities of the Supplier shall be joint and several.

9.0 Enurement:

This Agreement shall enure to the benefit of and be binding upon the Board and the Supplier and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

IN WITNESS WHEREOF this Supply Agreement has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and on behalf of the Parties by their duly authorized officers.



SIGNED AND DELIVERED on behalf of the Supplier:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

SIGNED AND DELIVERED on behalf of the Board:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

## **SCHEDULE A**

The following conditions shall form part of this Agreement.

### **1. DEFINITIONS**

Unless the context otherwise requires, words and terms used in this Schedule A and defined in the Framework Agreement that comprises part of this Agreement shall have the meanings set out in that Framework Agreement.

### **2. ASSIGNMENT**

The Supplier shall not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement without express prior written consent of the Board, such consent not to be unreasonably withheld. Notwithstanding any such consent, no assignment of this Agreement shall relieve the Supplier from any obligation under this Agreement or impose any liability upon the Board.

### **3. STANDARD OF CARE AND QUALIFICATIONS**

3.1 The Supplier shall provide the same quality Deliverables, and exercise the same degree of care, skill and diligence in the supply of the Deliverables, as is ordinarily possessed and exercised by Suppliers experienced in providing such Deliverables. The Supplier acknowledges that its purported qualifications and experience were a major factor in the selection of the Supplier for this Agreement.

3.2 Without limiting any other remedy which the Board may have, the Supplier at its sole cost and risk upon written request of the Board shall rectify any of the Deliverables that have not been supplied in accordance with the quality, care, skill and diligence set out in clause 3.1 or which have otherwise not been provided in accordance with the terms of this Agreement, and in addition the Supplier shall at its sole cost and risk do all such things that may be reasonably required by the Board to satisfy the Board that the Deliverables have been duly rectified in accordance with the terms of this Agreement.

3.3 The Supplier shall be responsible for the quality provided and degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide any of the Deliverables to be provided by such Subcontractors.

3.4 The Supplier will maintain and provide the Board access to inspect and copy time records, books of account and invoices, all in form and content satisfactory to the Board.

### **4. CONFIDENTIALITY**

4.1 Definition of Confidential Information. In this Agreement, "Confidential Information" means all information and data disclosed orally, in writing or electronically, by one Party to the other Party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel, and operations of the disclosing Party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data;

contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes, and know-how; and items provided or disclosed to a Party by a third party under an obligation of confidentiality.

4.2 Obligation of Confidentiality. It is contemplated that in the course of the performance of this Agreement each Party may, from time to time, disclose its Confidential Information to the other Party. During the Term of this Agreement and for a period of five (5) years thereafter, subject to Clause 4.3, each Party agrees:

- a) to keep and use in strict confidence all Confidential Information of the other Party that it acquires, sees, or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other Party, disclose any such Confidential Information; and
- b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the confidential Information of the other Party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other Party's prior written approval;

except to the extent required by law or by a court or regulatory authority having jurisdiction.

4.3 Freedom of Information and Protection of Privacy Act. The Professional Supplier acknowledges and agrees that any confidential Information disclosed by it to the Board under this Agreement may be subject to a request for public disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165, as amended from time to time. The Supplier acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the Board fits within Section 21 of the Act, the Supplier must in writing specifically advise the Board and request the Board not to disclose that information.

4.4 Return of Confidential Information. Upon expiration or earlier termination of this Agreement, each Party shall promptly cease all use of the Confidential Information of the other Party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Supplier required by the Board to make use of any Deliverable under this Agreement.

### **5. BOARD'S RESPONSIBILITIES**

The Board shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as they deem necessary or appropriate under this Agreement.

### **6. INDEMNITY**

6.1 The Supplier shall indemnify and save harmless the Board, its officers, agents and employees (the "Indemnified Parties") from and against claims, losses, damages and actions relating to any claims that the Board may sustain, incur or suffer at

any time before or after the expiration of this Agreement, that arise out of any errors, omissions or negligent or wrongful acts of the Supplier, or of any of its Subcontractor(s), servant(s), agent(s) or employee(s), under this Agreement.

6.2 The terms and conditions of Clause 6.1 shall survive notwithstanding the delivery of all Deliverables and performance of all obligations and duties under this Agreement, and the expiry or termination for any reason whatsoever of this Agreement.

6.3 The indemnity provided in Clause 6.1 by the Supplier to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Clause 20 or by any limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.

#### **7. NO WAIVER**

No action or failure to act by the Board shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the Board. No waiver of a particular right, duty or breach shall constitute an ongoing or general waiver or a waiver of any other right, duty or breach.

#### **8. GOVERNING LAW**

The Agreement shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to arbitration under Clause 9, the Parties agree to irrevocably consent to the jurisdiction of the Courts of the Province of British Columbia.

#### **9. DISPUTE RESOLUTION**

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or derived from it, must, unless the Parties otherwise agree, be referred to and finally resolved by arbitration administered by the *British Columbia International Commercial Arbitration Centre* under its rules. The procedure described in this Clause 9 for dispute resolution is not meant to preclude or discourage informal resolution of disagreements between the Board and the Supplier.

#### **10. NOTICES**

Where in this Agreement any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by registered mail, or by facsimile addressed to the Party for whom it is intended at the address specified in Clause 7 of the Framework Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other Party; by facsimile when transmitted. The address of either Party may be changed by notice in the manner set out in this clause.

#### **11. EXTRA WORK**

Extra Work means the furnishing of goods or services not directly or by implication called for in this Agreement. If the Board requires extra work it may do so by itself or by the employment of others or it may request the Supplier for a quotation and direct the Supplier to do the extra work by issuance of a written purchase order. If the Supplier accepts the Board's purchase order, then the Supplier shall

perform the extra work at the rates provided for in the purchase order.

#### **12. DELIVERABLES OMITTED**

Upon receipt of written direction from the Board's Contract Administrator or designate, the Supplier shall omit Deliverables to be supplied under this Agreement and the amount to be paid under this Agreement shall be reduced accordingly. The Supplier shall have no claim against the Board for any loss associated with any omitted Deliverables. The Supplier shall only be paid for Deliverables that have not been the subject of a direction to omit and that have been satisfactorily performed.

#### **13. SUPPLIER STATUS**

13.1 This is an agreement for supply of the Deliverables and the Supplier is engaged under this Agreement as an independent contractor for the sole purpose of providing the Deliverables. Neither the Supplier nor any of the Supplier's personnel is engaged as or shall be considered an employee, servant or agent of the Board. Nothing in this Agreement or in the provision of the Deliverables shall create a partnership, trust or agency relationship between the Parties. The Supplier is not in any circumstances authorized to incur any obligation, liability or expense on behalf of the Board

13.2 The Supplier is an independent contractor and is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

#### **14. DOCUMENTATION, PATENT AND COPYRIGHT**

14.1 Title. The title, property rights and ownership in and to all Deliverables and all present and future materials and information produced or prepared by the Supplier pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other materials or physical item on which information is stored shall vest in the Board without any payment by the Board therefor.

14.2 Patent and Copyright. The title, property rights and ownership in and to all copyright in all Deliverables and all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings, and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Deliverables shall vest in the Board without any payment by the Board therefor.

14.3 Further Assurances. The Supplier shall upon request by the Board, do all such things and execute and deliver to the Board all such documents and instruments as the Board shall reasonably require in order to vest title, property rights and ownership in the Board as provided in Clause 14.1 and 14.2. The Supplier shall execute and deliver all such assignments, documents and instruments as may, in the Board's opinion, be necessary or desirable for the application for or the issuance of any patents or designs or the registration of any copyright.

#### **15. DELAY IN PERFORMANCE**

Neither the Board nor the Supplier shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such

circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the Board or the Supplier under this Agreement. If any such circumstances occur, the non-performing Party shall, as soon as possible after being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and commence, maintain and report efforts being made to resume performance of this Agreement.

#### **16. SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion and, to the extent possible, to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

#### **17. CONFLICT OF INTEREST**

The Supplier declares that, except as expressly set out in this Agreement, neither the Supplier nor any of its directors, officers or shareholders has any pecuniary interest in the business of any third party that would cause a conflict of interest, or could be seen to cause a conflict of interest, in supplying the Deliverables. Should such an interest be acquired during the term of this Agreement, then the Supplier shall declare it immediately in writing to the Board. If the Supplier does declare a conflict of interest, then the Supplier shall resolve the conflict of interest to the Board's satisfaction as the Board may direct.

#### **18. INVOICING**

In order to obtain payment for Services under this Agreement the Supplier shall submit invoices to the Board for services performed monthly. Invoices are to be submitted as soon as practicable after each month to the Attention of: Accounts Payable at the Board at its address set out in the Framework Agreement or such other address as the Board may designate. Invoices submitted shall be in a form satisfactory to the Board clearly setting out at least the following:

Purchase Order Number;  
Billing Date of the invoice and Billing Period;  
Invoice number for identification;  
Details of dates, times and rates applicable to Deliverables;  
Appropriate taxes to be shown separately and any applicable registration number; and  
any other billing information reasonably requested by the Board to support the invoices received.

#### **19. PAYMENTS DUE**

Except for any amounts which the Board in good faith is disputing, and except for any set-off which the Board may claim, and except for invoices (or portions of invoices) in respect of which the Board has reasonably requested and not received supporting information

or evidence under Clause 18, the Board will pay invoices submitted for delivered Deliverables within 30 days after receipt thereof.

The Supplier shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Deliverables in accordance with generally accepted accounting principles and practices consistently applied. The Board or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of two(2) years after the termination, for any reason, of this Agreement.

#### **20. INSURANCE**

20.1 The Supplier shall, without limiting its obligations or liabilities herein and at its own expense, provide, maintain and pay for the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Board:

20.1.1 **Comprehensive General Liability** in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. Such insurance shall include, but not be limited to:

- 20.1.1.1 Products and completed operations liability;
- 20.1.1.2 Owner's and Contractor's protective liability;
- 20.1.1.3 Blanket written contractual liability;
- 20.1.1.4 Contingent employer's liability;
- 20.1.1.5 Personal injury liability;
- 20.1.1.6 Non-owned automobile liability;
- 20.1.1.7 Cross liability;
- 20.1.1.8 Employees as additional insureds;
- 20.1.1.9 Broad form property damage;

20.1.2 **Automobile Liability** on all owned or leased vehicles used directly or indirectly in the performance of obligations under this Agreement in an amount not less than two million dollars (\$2,000,000.00) inclusive for each and every loss.

20.1.3 **Contractor's Equipment Insurance** - "All Risks" equipment insurance covering owned and non-owned machinery and equipment used by the Supplier for the performance of obligations under this Agreement.

20.1.4 **Professional Liability Insurance** - In respect of any professional services to be provided under this Agreement, professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than \$1,000,000 on a claims made basis. Such coverage shall be maintained for at least two (2) years subsequent to conclusion of services provided under this Agreement.

20.2 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Board.

20.3 The Supplier shall provide the Board with evidence of all required insurance if requested. Such evidence shall be in a form acceptable to the Board. When requested by the Board, the Supplier shall provide certified copies of required insurance policies.

20.4 The Supplier hereby waives all rights of recourse against the Board with regard to damage to the Supplier's property.

20.5 Unless otherwise specified herein, the duration of each insurance policy shall be from the date of this Agreement until the date that all Deliverables have been fully provided under this Agreement.

**21. TERMINATION**

The Board may, by written notice to the Supplier, terminate this Agreement in whole or in part:

21.1 On at least thirty (30) days' written notice if the Supplier fails to perform any of its obligations under this Agreement. The Supplier shall have time to rectify the breach and otherwise assure the Board that a remedy was effected within the thirty (30) day period. Failure to cure the default and rectify the breach within the thirty (30) day period, or as mutually extended by agreement between the Board and the Supplier, shall entitle the Board to terminate this Agreement immediately.

21.2 Immediately upon the Board giving written notice, if the Supplier is adjudged bankrupt or makes a general assignment in bankruptcy or a receiver is appointed to take charge of the Supplier's affairs.

21.3 The Board may cancel this Agreement at any time and for any reason giving thirty (30) days' written notice of termination to the Supplier. The Board upon giving notice for any reason other than items 21.1 and 21.2 above will pay the Supplier the amount to be paid for the Deliverables that have been fully provided to the Board's satisfaction before termination. That payment discharges the Board from all liability to the Supplier under this Agreement.

21.4 Upon expiry or any termination of this Agreement, the Supplier shall discontinue providing the Deliverables and immediately deliver to the Board all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Deliverables.

**22. THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Supplier



## NLPS JEDI Project Plan

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### Purpose:

As guided by the Ministry of Education, Nanaimo Ladysmith Public Schools (NLPS) will promote the values expressed in legislation. NLPS policies and practices honour justice, equity, diversity and inclusion (JEDI) and we respect the rights of all individuals, in accordance with the law.

The Syeyustus Framework will guide JEDI to advance justice, equity, diversity, and inclusion, across the organization and include strategies that strive to eliminate all forms of oppression, racism and systemic discrimination within our organization and community.

The Syeyutsus Framework will support embedding the core values of JEDI into the District's everyday work and culture in support of the Board goals of a "Safe, caring and healthy learning and working environment that is inclusive of the diversity of our entire learning community" and "truth and reconciliation".

We know this is ongoing work, that will remain a focus for many years. This project plan is focused on the first year's activities to build the foundation of justice, equity, diversity and inclusion across the district.

Through our first year of JEDI, we will learn from one another which will guide the next year's work.

### Target Audience

The focus for 2022 – 23 is our 2,500 employees across the varying NLPS departments and schools and will have a direct impact on how we treat our students and our colleagues.

### Philosophy:

Syeyutsus Framework will be the lens through which we develop and deliver the training programs for year 1 of JEDI.

The work will be done 'in a good way' guided by the teachings of na'tsa' maht shqwaluwun a Hul'qumin'num expression for *working together with one heart and one mind*.

### Approach:

NLPS JEDI will employ the 70:20:10 model of learning developed by Morgan McCall, Robert Eitinger and Michael Lombardo at the Centre for Creative Leadership. The 70:20:10 model is an effective way of highlighting the importance of experiential and informal learning.

This model embodies Syeyutsus and utilizes the sacred circle, a process of decolonizing & healing.

- 70% is experiential learning, self & group reflection
- 20% is social/informal learning
- 10% is structured learning

Decolonizing is reconnecting. It's the restoration of relationships. It's building back those authentic relations with the people, the Land and the more than human world.

### Key Topics for 2022-23

- Indigenous Relations
- Unconscious bias
- Anti Racism
- LGBTQ2S+
- Trauma Informed Approaches
- Accessibility

### Action Plan

What	Who	When
<b>Research / Preparation</b>		
JEDI Audit of NLPS <ul style="list-style-type: none"> <li>- Consultation with key people</li> <li>- Information gathering               <ul style="list-style-type: none"> <li>o Survey</li> </ul> </li> <li>- Seminal documents that will inform our work               <ul style="list-style-type: none"> <li>o Existing policy</li> <li>o Ministry mandates ie. JEDI</li> </ul> </li> <li>- Safe Schools</li> <li>- Other</li> </ul>	Chanelle (with Shawn and stakeholders)	
Policy and Process Review <ul style="list-style-type: none"> <li>- Choose 2-3 key policies to review through JEDI lens (to be chosen in audit)</li> <li>- Develop JEDI lens process to review policies/procedures on an ongoing basis</li> </ul>	Shawn and Chanelle	
District Wide Training <ul style="list-style-type: none"> <li>- Liaise with NDTA and CUPE PD chairs, and other stakeholders to discuss joint training opportunities</li> <li>- Identify 5-6 specific training topics through audit process</li> <li>- Build 5-6 training workshops and deliver them district wide               <ul style="list-style-type: none"> <li>o Focus on experiential learning format</li> </ul> </li> </ul>	Shawn and Stephanie (with stakeholders)	



○		
<b>Training Developed on Key Topics</b>		
<b>Develop Training / Engagement Calendar for all audiences</b>		
<b>Develop Communications / Marketing Plan</b>		
<b>Develop Measurement Plan</b>		

NANAIMO LADYSMITH PUBLIC SCHOOLS  
BOARD OF EDUCATION  
PUBLIC MEETING  
ACTION SHEET

DATE: January 25, 2023  
TO: Board of Education  
FROM: Mark Walsh, Secretary-Treasurer  
SUBJECT: LRFP – Nanaimo District Secondary School

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**Recommendation:**

***That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct staff to initiate a consultation process with respect to addressing capacity issues at Nanaimo District Secondary School with potentially impacted communities and report back to the Board with recommendations and next steps for the Board to consider.***

**Background:**

Following the adoption of the Long Range Facilities Plan by the Board in Spring of 2021, the Board has undertaken a number of consultations to address capacity issues in schools. This Information Sheet and recommended motion are intended to address over capacity at the District's largest school, Nanaimo District Secondary School.

**Discussion:**

The attached proposed plan contains a number of options that are intended to address capacity at NDSS in the short and medium term.

This consultation plan differs slightly from the North End and Ladysmith consultation processes. Specifically, staff have removed a number of potential outcomes prior to the consultation. Rationale is included as to why. This of course does not mean that the Board can not direct such outcomes but rather the options are either not feasible or alternatively would require major financial investments.

The goal of the consultation is for the Board to make a determination of the direction for NDSS prior to spring break as one of the options could be instituted as of September 2023. However, there is no specific requirement to be completed prior to spring break and if additional time is required to ensure a fulsome consultation and community awareness the timeline can be extended.

We are hopeful that the consultation will result in a plan that will reflect the aspirations of the community, address seismic safety, future growth and provide modern purpose built learning spaces for the community that we serve.

Attachment: ["Ensuring Capacity and Safety: Nanaimo District Secondary School"](#)



**NANAIMO LADYSMITH**  
PUBLIC SCHOOLS

2023

# ENSURING CAPACITY AND SAFETY: NANAIMO DISTRICT SECONDARY SCHOOL

NANAIMO LADYSMITH PUBLIC SCHOOLS  
395 WAKESIAH AVENUE  
NANAIMO, BC V9R 3K6  
[WWW.SD68.BC.CA](http://WWW.SD68.BC.CA)



# DRAFT

# MENU

## 1 BOARD OF EDUCATION CHAIR GREG KELLER'S MESSAGE

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## 2 OUTLINE OF THE REPORT

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### 6 ACTIONS PREVIOUSLY TAKEN TO ADDRESS CAPACITY

### 6 LRFP GOALS

### 7 SCENARIOS NOT RECOMMENDED FOR CONSIDERATION

## 8 SCENARIOS FOR CONSIDERATION

### 8 SCENARIO 1

GABRIOLA ELEMENTARY STUDENTS ATTEND CEDAR SECONDARY RATHER THAN NDSS.

### 9 SCENARIO 2

MOVE PROGRAMS OF CHOICE FROM NDSS TO JOHN BARSBY FOR SEPTEMBER 2024.

### 10 SCENARIO 3

REQUIRE STUDENTS WHO TRANSFER OUT OF FRENCH IMMERSION OR AN ACADEMY TO ATTEND THEIR CATCHMENT SCHOOL.

### 11 SCENARIO 4

ADD UP TO FIVE ADDITIONAL PORTABLES TO NDSS

### 12 SCENARIO 5

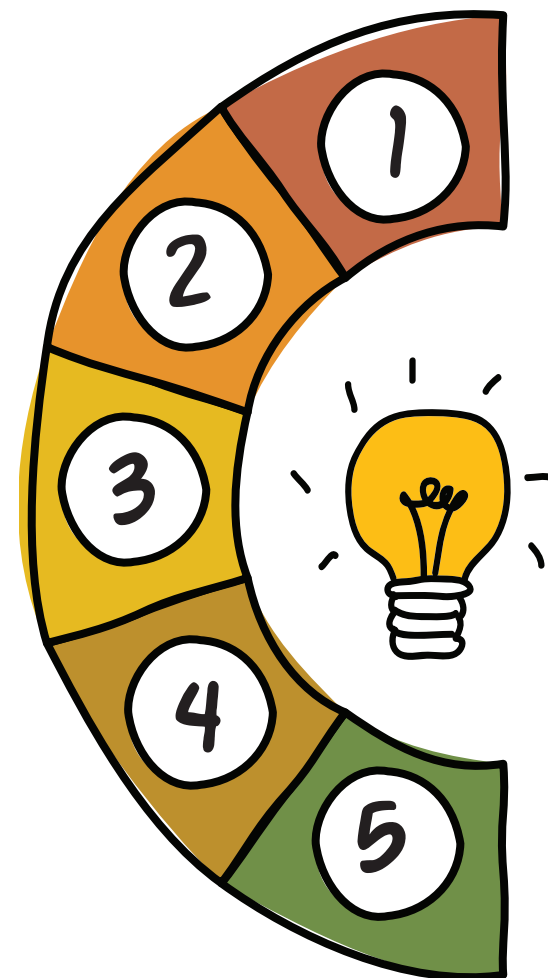
EXPAND NDSS BY 100 AND EXPAND WELLINGTON BY 100

## 13 IMPACT OF VARIOUS SCENARIOS

### 13 CURRENT ENROLMENT

### 13 EDUCATION PERSPECTIVE

### 13 FUTURE ENROLMENT



## BOARD OF EDUCATION CHAIR GREG KELLER'S MESSAGE

Over the last two years our Board has worked with Nanaimo Ladysmith Public Schools' (the “District”) community to implement our [Long Range Facilities Plan](#) (the “LRFP”) to address anticipated capacity issues as well as safety in our schools.

The LRFP supports a proactive approach to identifying the needs of the District over the next number of years and also ensures that the immediate needs are met in an efficient and timely manner. [Nanaimo District Secondary School](#) (“NDSS”) is facing immediate needs.

NDSS is home to an amazing staff and programs serving our dynamic students. However, it is currently serving a population far in excess of its capacity, which the Board is committed to addressing.

The District has taken some steps to addressing capacity including limiting cross boundary-transfers and international student enrolment while increasing the number of portables on site. Some centralized services and programs that were housed at the school have been relocated. However, additional steps need to be taken to ensure the best learning environment is provided for our students.

The replacement of NDSS is the Board’s top priority in the District’s capital request, which may include a small expansion. We are striving to limit the school to 1,500 students or less and will require the movement of programs, catchments, or feeder schools to achieve this.

Our Board is committed to transparency and accountability in our decision making and we invite feedback on the options presented as we seek a solution that can ensure a right sized NDSS, while also enhancing the outcomes for future students that may be impacted by the ultimate change.

Greg Keller, Board Chair






## INTRODUCTION

As the District takes steps to address capacity issues at NDSS it continues to seek community input to ensure its decisions are driven by appropriate data and meaningful feedback. The current consultation will focus on both short and medium-term solutions with an eye on the options for a longer-term solution.

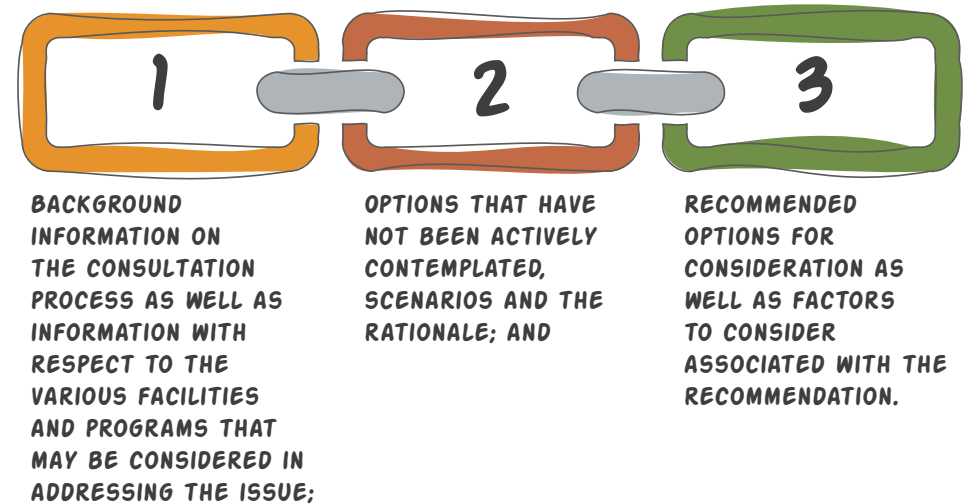
This document is intended to provide our community with a variety of points of data with respect to capacity at NDSS and other adjacent secondary schools, the demographics and catchment schools of the students at NDSS and the impacts of potential solutions. We note that the District's longer term projections indicate continued population growth in the region. However, the focus of the current consultation is to determine short and medium-term solutions for NDSS without creating longer term issues as a result of the changes.

The District has provided a number of options that are not actively being considered that would also assist with the capacity issues and will provide rationale as to why. It should be noted, that the Board may wish to pursue an option not recommended by staff or an option not even contemplated within this document.

Finally, the options are focused on possibilities that are deliverable in the short-term (as soon as September 2023 in some cases).

## OUTLINE OF THE REPORT

This document is broken down into three sections:



Rather than create an onerous document, we have relied on hyperlinks to provide basic information. In providing information we have highlighted eight areas of consideration for each scenario:

1. The capital cost of the scenario;
2. The operational cost of the scenario;
3. The suitability of the impacted site in the scenario;
4. Whether the scenario will address future growth;
5. The building condition associated with the scenario;
6. The educational impact of the scenario;
7. The potential timing of the scenario;
8. Other considerations; and
9. The potential impact on enrolment.



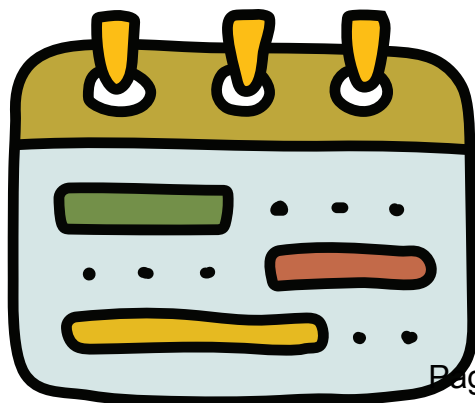


## CONSULTATION PLAN AND TIMELINE

The District is committed to consultation and highlights [Policy 2.17 Public Participation](#). In the current circumstances, the District is informing and consulting the community to assist in its deliberations.

While anyone will be able to participate in the consultation, the focus will be on the anticipated impacted communities/school catchment areas including:

- ✓ Nanaimo District Secondary School  
(and its feeder schools)
- ✓ Cedar Secondary  
(and its feeder schools)
- ✓ John Barsby Secondary School  
(and its feeder schools)
- ✓ Learning Alternatives
- ✓ Wellington Secondary



### Opportunities for consultation will include:

1. An online session led by District staff with the intention of providing information and responding to questions;
2. ThoughtExchange – a community engagement tool which helps education leaders gather feedback;
3. The creation of a webpage with info;
4. Social media posts;
5. Targeted opportunities for schools most potentially impacted (staffs, PACs) where requested; and
6. Feedback through email and ThoughtExchange;

The consultation process will be open for the month of February, with a report back to the Board of Education in March of 2023.

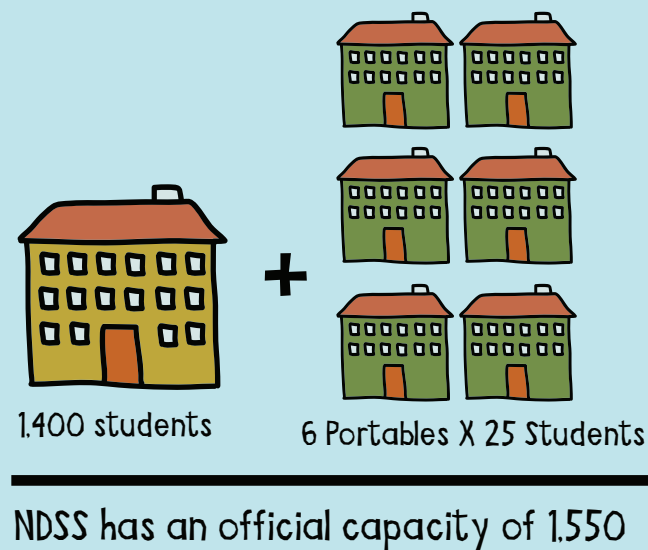


## BACKGROUND INFORMATION

### Capacity

NDSS was built for 1,400 students. However, there is an impact on capacity due to class size and composition limitations that slightly lower the capacity. Further, the District has six portables on site which are roughly counted as 25 students per portable. This means that NDSS has an official capacity of 1,550 which is slightly lower due to class size and composition limitations. Notably, secondary schools can timetable in a manner which allows for additional capacity. It should also be noted that the student population of a secondary school can fluctuate from semester to semester over the course of a school year.

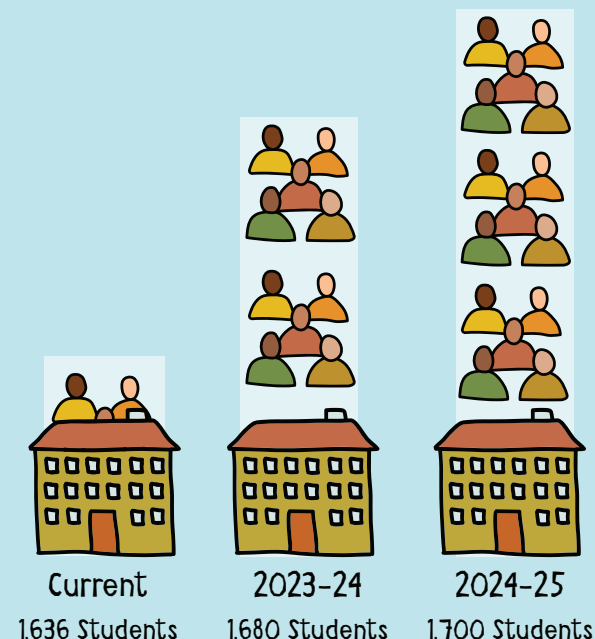
With either calculation, the school is over capacity.



### Enrolment

NDSS' headcount is currently 1,636. Short-term preliminary enrolment estimates NDSS is slated to continue its upward enrolment trend over the next couple of years (2023-24: 1,680 & 2024-25: 1,700).

Longer-term projections are more difficult to estimate with certainty but with growth at elementary over the last number of years now entering secondary schools, we anticipate continued capacity issues as these larger cohorts move through to graduation. Further, if local development proceeds as predicted by the City of Nanaimo, and the developments yield the estimated school-aged children projected by [Licker Geospatial \(Long-Term growth projection consultants\)](#), we will be facing additional capacity issues. Also to be noted, in six years an additional cohort of students will be entering from École Hammond Bay Elementary.





## Programming and Feeder Schools

NDSS has the following programs of choice (with enrolment broken down by in and out-of-catchment students):

### NDSS Program Enrolment – Where attending students live

SCHOOL CATCHMENT OF RESIDENCE	REGULAR PROGRAM	HOCKEY	LACROSSE	SOCCER	VOLLEYBALL	FI	SD93	TOTAL
NANAIMO DISTRICT SECONDARY	767	10	16	21	19	155	16	1004
WELLINGTON SECONDARY	50	7	5	6	3	113	11	195
JOHN BARSBY SECONDARY	95	5	5	2	1	53	5	166
CEDAR SECONDARY	32	3	7	1	3	28	2	76
DOVER SECONDARY	46	2	4	3	1	103	12	171
LADYSMITH SECONDARY	5	2	2		1	2	2	14
OUT OF DISTRICT	1		5			4		10
<b>TOTAL ENROLMENT BY PROGRAM</b>	<b>996</b>	<b>29</b>	<b>44</b>	<b>33</b>	<b>28</b>	<b>458</b>	<b>48</b>	<b>1636</b>

Note: Where a student is registered within two district programs, they are only counted once – Example, if they are enrolled in French Immersion and in Soccer, they will show under FI only, not both programs.

The feeder schools (with NDSS student numbers from the catchment of those schools) are as follows:

### NDSS Feeder School Catchments – Where attending students live

MOUNTAIN VIEW ELEMENTARY	258
FAIRVIEW ELEMENTARY	391
FOREST PARK ELEMENTARY	186
BRECHIN ELEMENTARY	99
GABRIOLA (BUSED)	91
OTHER DISTRICT ELEMENTARY SCHOOLS; INCLUDING FI FEEDER SCHOOLS	611
<b>TOTAL ENROLMENT</b>	<b>1636</b>

Note: Quarterway, Pauline Haarer and Hammond Bay Elementary Schools French Immersion students feed into NDSS, but FI is a District Program with no catchments, so catchment data is not available.



## Actions Previously Taken to Address Capacity

The District has already limited cross boundary transfers to NDSS (note that programs of choice continue to enroll cross boundary students). Regarding our International Students, those enrolled are fit into classrooms with space after the enrolment of our domestic students. International Students are also largely limited to grades with specific spaces available, or by the flexibility of the student's ability with respect to course load. There are a total of 63 International Students attending NDSS.

The District believes it is also important to highlight the positive benefits of International Student Education. Not only do visiting students enhance cross cultural understandings but also contribute almost \$5,000,000 to support district programs.



In 2021-22, the District removed central District functions from NDSS (including meeting space and the District's Central Registration staff). Further, in 2022-23 the District added a portable to the site and assisted with the relocation of the Nanaimo-Ladysmith Schools Foundation.

There is a tentative plan to relocate two additional portables to the site. Initially the portable moves were anticipated to be completed in time for spring semester. However, due to construction delays at École Hammond Bay such a completion is unlikely. The final number of portables moved to NDSS will depend on the outcome of this consultation.



## LRFP Goals

There are a number of goals in the [LRFP](#) aligned with the current issue including:

### ★ **Recommendation 1:**

Alleviate medium and long-term capacity issues by working through the LRFP Advisory Committee to consider expanding existing school(s), opening a new school(s) and/or re-opening school(s).

### ★ **Recommendation 7:**

Review catchments and families of schools to determine whether there is any possibility of moving enrolment from school at or over capacity to school under or slated to be under capacity.

### ★ **Recommendation 8:**

Reviewing programming including French Immersion, International Student Education and Academies to determine implications for capacity issues.

### ★ **Recommendation 9:**

Prioritizes the Upgrade of NDSS.

Facility information can be found by clicking on the appropriate school below:



### [Nanaimo District Secondary School \(and its feeder schools\)](#)

- ➔ Brechin Elementary School
- ➔ Fairview Community School
- ➔ Forest Park Elementary School
- ➔ Gabriola Elementary School

*List continues on next page*



- ➔ École Hammond Bay Elementary School
- ➔ École North Oyster Elementary School
- ➔ École Pauline Haarer Elementary School
- ➔ École Quarterway Elementary School
- ➔ Mountain View Elementary School



### Cedar Secondary (and its feeder schools)

- ➔ Cedar Elementary School
- ➔ Cinnabar Elementary School
- ➔ Qwam Qwum Stuwixwulh School



### John Barsby Secondary School (and its feeder schools)

- ➔ Bayview Elementary School
- ➔ Chase River Elementary School
- ➔ Georgia Avenue Community School
- ➔ Park Avenue Elementary School



### Learning Alternatives



## Scenarios not recommended for consideration

### ✗ *Move French Immersion from NDSS*

**Rationale:** The French Immersion program would not fit into an alternative site (such as John Barsby Secondary). Given this reality there is little reason to consult on an option that is unworkable or would create significant upheaval throughout the District.

### ✗ *Re-open Woodlands*

**Rationale:** This option, from a purely enrolment perspective, has benefits. However, the capital investment required for the facility to come back on-line combined with the loss of swing space, District staff space and most importantly the Learning Alternatives Program space militate against contemplating this option. Further, from a risk perspective the likelihood of the school opening under capacity would create a financial drag on the District that may require a significant International Student presence to subsidize the school's programming.

In the event that the most optimistic enrolment projections bear out, the District may have to consider re-opening this site in the future.

### ✗ *Re-route Mountain View Students to John Barsby Secondary*

**Rationale:** This scenario would likely require additional busing and the cost would limit the benefits of the option.

### ✗ *Expand NDSS to 1,700-1,800*

**Rationale:** The District is not actively proposing a major expansion as a viable option. Not only would the timing of such an expansion be unknown due to funding issues and required Ministry support, the District would like to avoid (if possible) a school of this size.

# SCENARIOS FOR CONSIDERATION

The scenarios all present potential opportunities to resolve capacity issues. However, with the exception of the continued expansion of portables, the Board will likely be required to proceed with multiple scenarios to address the capacity issue. As noted above, there are other options that the Board could consider (permanent expanded space, re-opening a school etc.). However, for the reasons also noted above the options for a timely solution are being put to the community for consultation and Board consideration.

## SCENARIO 1

### Gabriola Elementary students attend Cedar Secondary rather than NDSS.

**Brief Outline:** Students from Gabriola Elementary attend NDSS. With the exception of a few students in French Immersion, they are in the regular English program. The numbers vary year to year but typically are between 70 and 100 students annually. The students are bused from the Gabriola ferry terminal to NDSS which is approximately a 13 minute drive. Changing the bus to attend Cedar Secondary would lengthen the ride to 15 minutes. Cedar Secondary has significant space and additional students would create more robust academic options for the school.

This option could be implemented as soon as September 2023 if families supported the move.

#### 1. The capital cost of the scenario

There is no capital cost to this scenario. The District currently owns and operates the bus and Cedar Secondary has appropriate secondary facilities to accept additional students.

#### 2. The operational cost of the scenario

There are no specific additional costs foreseen with this scenario. Although it should be noted that additional busing costs would be likely as some students are likely to be “grandfathered” at NDSS (at minimum the current Grade 10 and 11 students).

#### 3. The suitability of the impacted site in the scenario

There are no anticipated issues with the site. It has all the amenities of a secondary school able to support a population of 416 (which represents the current capacity of Cedar Secondary students along with Gabriola Elementary students attending NDSS).

#### 4. Whether the scenario will address future growth

Cedar Secondary currently has significant space. While our longer-term projections indicate the school will begin to fill up, it is not slated to become overcapacity. Should a capacity issue arise, the District has potential capacity at Ladysmith Secondary, if required. Also, Cedar Secondary has room for portables and the potential to be expanded.

#### 5. The educational impact of the scenario

There would be an immediate positive impact on the academic options available to current students of Cedar Secondary as well as additional extracurricular activities that accompany a larger school. For Gabriola students, they currently move from one of the District’s smallest K-7 schools (143 students) to NDSS, the District’s largest school. Notably, there may be fewer academic and extracurricular options available at Cedar Secondary because even with 400 students, Cedar Secondary will still be an abnormally small secondary school for a school so close

## 6. The potential timing of the scenario

If desired, this option could be instituted for September 2023. However, a decision would be needed by the middle of April at the latest. Further, it would have to be determined what groups of students would be required to move (e.g. next years' Grade 8s or Grades 8-10).

## 7. Intangibles

This option provides the most immediate and predictable solution to the issue of capacity at NDSS while also improving Cedar Secondary through the inclusion of the new cohort. Notably, there would be transportation issues associated with bell and ferry schedules that would need to be solved in addition to any student (likely students going into Grade 11 and 12) that want to remain at, and graduate from NDSS.

## 8. The potential impact on enrolment

This option would have an immediate impact and the total numbers would depend on the grades that would immediately transition. However, even if only Grade 8 students transition in 2023-24, the impact on NDSS would be up to 100 students by year five and possibly even by year three.

## SCENARIO 2

### **Move Programs of Choice (e.g. Lacrosse and/or Soccer, and/or Volleyball and/or Hockey) from NDSS to John Barsby Secondary School (JBSS) for September 2024.**

**Brief Outline:** NDSS has a number of programs of choice (also known as academies). These academies provide positive opportunities for students to pursue their passion for athletics while creating high academic expectations. A number of these programs have been moved in the past and continue to attract students. However, they attract students from around the District and even the island and exacerbate the capacity issue at NDSS.

#### 1. The capital cost of the scenario

The City of Nanaimo (CoN) is planning to build two all-weather turf fields at JBSS. The District is contributing to the fields. However, that contribution will occur whether programming moves or not.

#### 2. The operational cost of the scenario

There is no operational cost anticipated.

#### 3. The suitability of the impacted site in the scenario

JBSS is well suited to host the lacrosse program. Specifically, the CoN's planned fields along with the covered lacrosse area (with improvements) would serve the program well. With respect to soccer, it would be similar. Students in the volleyball program access the CoN's Bowen Park sand courts by bus, this would not change. With respect to hockey, the rink (used three times per week by the program) is adjacent to NDSS and a move would add significant walking time (or a bus) to access.



#### 4. Whether the scenario will address future growth

Moving programming would further limit NDSS growth on an ongoing basis. Further, it would allow less out of catchment students into the school.

#### 5. The educational impact of the scenario

Assuming that the programs maintain robust enrolment there should not be a significant impact. However, the enrolment in the programs do differ. For instance, the majority of students in lacrosse and hockey are not from the NDSS catchment. With respect to soccer and volleyball, the majority of students come from the NDSS catchment and may be in multiple programs. Therefore, there could be a risk that if sufficient students do not move with the program that the specific programs could be at risk.

#### 6. The potential timing of the scenario

The opening for the all-weather fields is anticipated to be in the fall of 2023 so a shift could occur for 2023. However, a cautious approach is likely warranted as students are already enrolling for 2023. Therefore, a shift for September 2024 would be the most likely scenario.

#### 7. Intangibles

As noted, the risk to the viability of soccer and volleyball need to be considered. However, there are likely benefits to students at JBSS for expanded athletic opportunities. JBSS has a proud history of athletic achievement that should bode well for students in these programs.

However, it needs to be recognized that adding additional students to JBSS will require that the footprint currently operated by Learning Alternatives will have to shrink limiting it to a

classroom or perhaps a classroom and a portable (if available) moving forward. Learning Alternatives would still occupy Woodlands.

#### 8. The potential impact on enrolment

Currently there are 29 students in hockey (19 out of catchment) 44 in lacrosse (with 28 out of catchment) 33 in soccer (12 out of catchment) 28 in volleyball (9 out of catchment). Depending on the programs or program that moved there would be a significant impact on enrolment at NDSS.

Most optimistically, the impact could be 134. However, given the challenges of relocating hockey and the unlikely scenario that all students would move for the purposes of planning the impact is more likely in the 50-60 range.

### SCENARIO 3

#### Require students who transfer out of French Immersion or an Academy to attend their catchment school.

**Brief Outline:** Students who attend NDSS from out-of-catchment for French Immersion or Academies that decide to enter the regular English program at NDSS are not required to return to their catchment school. While typically there are not a large number of students that fall into this situation, given the capacity issues at NDSS a change in policy is worthy of consideration and is a practice in a number of school districts across British Columbia.

##### 1. The capital cost of the scenario

There is no capital expense associated with this option.

##### 2. The operational cost of the scenario

There is no operational cost associated with this option.



### 3. The suitability of the impacted site in the scenario

Notably, as Wellington Secondary and Dover Secondary continue to grow the return of students to these schools could impact capacity issues. However, their current challenges are less severe than NDSS.

### 4. Whether the scenario will address future growth

A change in practice should not have a major impact.

### 5. The educational impact of the scenario

If the District did proceed with this option, if there was room for students to remain at NDSS the intention would be to allow them to remain. We acknowledge that a student asked to attend their catchment school may be asking them to return to a school they have never attended.

### 6. The potential timing of the scenario

This option could be made for September 2023 or notice provided for September 2023 with implementation for September 2024.

### 7. Intangibles

Ideally it would be best to allow a student to choose whether they maintain their seat in their chosen school. Further, if there was capacity the District would allow this to occur. However, it also ensures a robust enrolment in various programs as it incentivizes remaining in programs of choice.

### 8. The impact on enrolment

The impact would be relatively minimal. However, it could range between 15 and 30 students.

## SCENARIO 4

### Add up to five additional portables to NDSS (total of 13 portables)

**Brief Outline:** The District has plans to reallocate two portables from École Hammond Bay to NDSS upon the completion of the École Hammond Bay expansion to bring the total of portables at NDSS to eight. This option would see up to five additional portables placed at the school plus an additional washroom unit. Some of the additional portables would require a different, yet to be determined, location.

While likely not seen as an optimal scenario if the community does not wish to see an alternative option, it is important that the community is aware that portables will be the only solution until an expansion is considered.

#### 1. The capital cost of the scenario

Despite the District owning the portables, planning, permitting, moving and installing portables is extremely expensive. Approximately \$125,000 per portable (with no significant alterations to the units). Further, if we are required to purchase portables at other sites facing growth the cost is closer to \$300,000.

#### 2. The operational cost of the scenario

The operational cost of this option is not significant. While cleaning and maintenance of portables is higher than the main building, it is not a significant factor.

#### 3. The suitability of the impacted site in the scenario

As noted, there is room for four more portables in the rear of the building where portables are currently located. The facility does have sufficient green space and playing fields that additional

*List continues on next page*

portables would not have a significant impact.

Note that the addition of more than four units will likely cause a site development (parking) premium, yet to be identified.

#### 4. Whether the scenario will address future growth

This option would alleviate some of the current pressure but not address future growth.

#### 5. The educational impact of the scenario

Additional portables do not alleviate pressure on the limited specialty rooms (e.g. science labs, elective spaces such as foods, automotive, metalwork or art, or the gym) that are intended to serve a school of 1,400 and not 1,700. There are also no exterior bathrooms out in the area, which means students and staff will have to come into the shop wing to use the bathroom.

#### 6. The potential timing of the scenario

The District could have two portables in place for September 2023 and two more shortly after, if approved.

#### 7. Intangibles

If the District sees growth in other areas, we could be faced with the purchase of additional portables. Further, the costs of moving the portables could be allocated for other pressing items.

This would allow programming at NDSS to remain *status quo* and this would focus the District on achieving an expansion to support the enrolment in the long term.

It is of note to mention that District driven operational changes to reduce pressure and therefore the size of an addition on NDSS would be positively received by the Ministry as part of a capital expansion request.

#### 8. The potential impact on enrolment

The portables would provide sufficient space for the current school population with the noted impacts on specialty spaces.

## SCENARIO 5

### Expand NDSS by 100 and expand Wellington by 100

**Brief Outline:** This particular option is intended as a medium to long-term option and is unlikely to have an immediate impact on capacity issues at NDSS and would be in addition to other choices the Board would make. In the short term, Scenario 4 (installation of portables) applies until an addition of Wellington or NDSS is approved. Due to the lengthy process to receive capital funding from the Ministry of Education and Child Care, any expansion typically will be a minimum of 5 years from the time the Board prioritizes an expansion to the time the facility is complete.

#### 1. The capital cost of the scenario

There will be a significant capital cost for this option. While the Ministry of Education and Child Care would fund a majority of any expansion, the Board would be required to contribute.

#### 2. The operational cost of the scenario

There would not be a significant operational cost with this option. In fact, not having to reopen Woodlands Secondary in the longer term would continue to preserve operational savings from its initial closure.

#### 3. The suitability of the impacted site in the scenario

NDSS can easily support an expansion as part of a new school. Wellington Secondary has room; however, the site and amenities will be tight if the addition was any larger.

#### 4. Whether the scenario will address future growth



This option is specifically intended to address future growth rather than having an immediate impact.

#### 5. The educational impact of the scenario

Both schools are already operating over capacity and providing an excellent educational program.

#### 6. The potential timing of the scenario

It is unlikely that expansion of either site could be achieved in the next five years. It is more likely that an expansion to NDSS would occur in concert with a seismic upgrade solution.

An addition to Wellington would be a stand-alone request and compete with other provincial priorities.

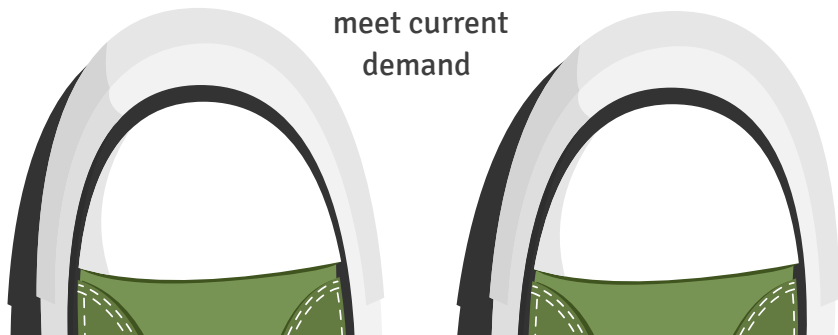
It should be noted that the replacement of NDSS is the Board's highest priority and it is unlikely that an expansion would be pursued unless it is timed with the replacement.

#### 7. Intangibles

This option allows for less significant options to be chosen to address NDSS in the short term, while the expansion provides for a medium-term solution. In the case of Wellington, an expansion may also allow additional enrolment to be moved from Dover Bay to Wellington in the future.

#### 8. The potential impact on enrolment

As noted, the expansions would meet current demand



## IMPACT OF VARIOUS SCENARIOS

### Current Enrolment

If taken together the scenarios combined could have an impact of between 100 (based on Gabriola alone) and 180 (all scenarios combined) plus 100 additional seats of capacity at NDSS upon conclusion of the expansion of the school. This could be accomplished with minimal operational and capital expense.

### Education Perspective

While there is a risk that some of the programming will become undersubscribed if moved, generally, soccer and lacrosse will have access to additional amenities at JBSS. Further, the additional enrolment at Cedar will enhance opportunities for the existing population and provide a high school environment closer to the smaller elementary school the Gabriola students would be coming from. The movement of programs and catchments would also limit NDSS from requiring additional portables without the associated amenities (gym time and science rooms, elective spaces, and space to congregate etc.)

### Future Enrolment

If all options were engaged (perhaps excluding Hockey and significant additional portables) NDSS is slated to continue its growth. However, additional capacity at NDSS and Wellington in the medium term would be served by a capacity expansion (if funded by the Ministry of Education and Child Care). It should be noted that continued growth at JBSS could lead to capacity issues in future. If the District's most optimistic projections bear out further changes



NANAIMO LADYSMITH  
PUBLIC SCHOOLS

# SUCCESS FOR ALL!



**NANAIMO LADYSMITH PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
INFORMATION SHEET**

DATE: January 25, 2023  
TO: Board of Education  
FROM: Scott Saywell, Superintendent  
SUBJECT: Compliance Audit

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## Background

This Information Sheet is intended to inform the Board of a compliance audit that the District is currently engaged in with the Ministry of Education and Child Care.

## Discussion

Prior to COVID, the Ministry of Education and Child Care regularly performed compliance audits on Districts to ensure that Districts are properly claiming funding for students. The purpose for an audit (with links) is described by the Ministry as follows:

The purpose of this audit is to provide assurance to the Ministry of Education and Child Care and boards of education that Ministry directives and policies are currently being followed. The audits are based on Form 1701 *Student Data Collection, Completion Instructions for Public Schools*, and Ministry policy/legislation, as detailed in the following links.

[www.bced.gov.bc.ca/datacollections/september/public\\_school/pi1701.pdf](http://www.bced.gov.bc.ca/datacollections/september/public_school/pi1701.pdf)

<https://www2.gov.bc.ca/gov/content/education-training/>

The audit ensures that there is evidence that the services being claimed for students are being provided and that all required paperwork is complete.

Further, the audit is not District wide but targets individual programs and/or schools. For our District the programs and schools (randomly selected) are as follows:

John Barsby Secondary  
Qwam Qwum Stuwixwulh (QQS)  
Learning Alternatives  
Career Technical Centre (CTC)

We want to acknowledge the work that is being done at the schools/programs and centrally to support the process. While the audit process is important, it is also incredibly time consuming. We look forward to the outcome and are confident that our practices in claiming students will not result in any significant funding impact on the District.

<b>Motion</b>	<b>Comments</b>	<b>Assigned</b>	<b>Due Date</b>	<b>Completed</b>
R22/12/14-06	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) refer the correspondence from K. Berg and C. Blood to the Board Chair for response.	Dale Burgos	Dec 31/22	Yes
R22/12/14-07	The Education Committee recommends that the Board of Education of School District No. 68 (Nanaimo-Ladysmith) make the attached three-year draft Local School Calendar for 2023/24, 2024/25 and 2025/26 available to the public for 30 days utilizing the consultation process as per Board Governance, Section 1, 2.17 and to report back at the February Education Committee meeting with recommendations.	Dale Burgos	2022-02-01	Yes
R22/11/23-06	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct the Board Chair to write a letter of funding advocacy to the new Minister of Education and Child Care, Rachna Singh and the new Minister of Finance, Katrine Conroy that highlights the commitment of the newly elected Board of Education to collaborate with both Ministries on a plan to replace Nanaimo District Secondary School; and that the letter be copied to local MLAs.	Dale Burgos	Dec 31/22	Yes
R22/06/17-11	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) continue to apply for an expansion at Departure Bay in the 2023-24 capital plan with the intention of replacing portable usage at the school. Such an expansion would not be intended to expand the capacity of the school beyond 400 (the current enrollment of the school) but is intended to remove the portables at the site.	Mark Walsh		Ongoing

R22/06/17-12	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct staff to prepare for the re-opening of Rutherford Elementary School and the redrawing of the boundaries of McGirr, Randerson Ridge and Frank J. Ney (with the potential of other minor boundary shifts) with an opening date of either September 2024 or 2025 as determined following the district's confirmation of enrollment early October 2022.	Mark Walsh		Ongoing
R22/06/17-13	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct staff to initiate a consultation process with respect to addressing capacity issues with potentially impacted communities in Ladysmith and report back to the Board with recommendations and next steps for the Board to consider.	Mark Walsh		Ongoing
R22/02/23-13	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) requests a staff report on the viability of creating a before and after school care program, including a business case for a pilot program, utilizing CUPE support staff, and where: The program is financially self-sustainable, given no funding for such a program from the Ministry of Education for staffing; Costs charged for services are on a cost-recovery basis to maintain the lowest possible cost to those accessing the provision of before and after school care service; Consideration has been given to the District's experience of piloting the seamless care program; and, Will be provided to the Board in September 2022.	Mark Walsh	Sept, 2022	Ongoing

R20/09/23-17	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct Staff to work with the City of Nanaimo on the draft concept of making NDSS Community Field a medium sized stadium as per the draft City of Nanaimo Stadium Report.	Scott Saywell	Fall 2020	Ongoing
R20/06/24-09	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) refer Inclusion Policy 2.10 to the Policy Advisory Committee for review from an anti-racist perspective that acknowledges and address' the existence of systemic racism and provides the necessary revisions and to provide any recommended changes to the Board for consideration in the fall of 2020.	Policy Advisory Committee	Fall 2020	Ongoing
R19/12/18-09	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) immediately strike an advisory ad hoc local school calendar committee with appropriate representation; and that the local school calendar committee develop and recommend a local school calendar, to the Education Committee and Board of Education.	Laura Tait		Ongoing