

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

**Wednesday, June 26, 2024, 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 May 22, 2024, be adopted.*

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

**7**

***That the Section 72(3) Report from the Closed Board of Education meeting on May 22, 2024, and the Special Closed Board Meetings on May 29, 2024, June 5, 2024 and June 12, 2024, be received.***

**9. ANNOUNCEMENTS AND REMINDERS**

School Re-opens: September 3, 2024

Education Committee Meeting: September 4, 2024

Business Committee Meeting: September 11, 2024

Board of Education Meeting: September 25, 2024

Statutory Holiday: September 30, 2024

**10. PRESENTATIONS**

**11. CORRESPONDENCE**

**12. COMMITTEE REPORTS**

**12.1 Education Committee**

***That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) approve the following courses as Board/Authority Authorized Course (BAA) as per Ministry Policy: Financial Literacy 12, Forensic Science 11 Immersion, Indigenous Cultural Connections 10, 11, 12.***

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) receive the Draft Policy – Child Care Services and Early Years Programs and circulate as a notice of motion for 30 days, utilizing the consultation process as per Board Governance, Section 1, 2.7 – Policy Development.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) in accordance with provisions under section 142(4) of the School Act, approve the proposed Five-Year Major Capital Plan for 2025/2026 as outlined in the June 12, 2024, Business Committee Action Sheet.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) in accordance with provisions under section 142(4) of the School Act, approve the proposed Minor Capital plan for 2025/2026, as outlined in the attached Amended Action sheet dated June 26, 2024.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) set aside any decision on changing the tagline until after the Strategic Plan is passed by the Board of Education.*

### 13. SENIOR STAFF REPORTS

#### 13.1 Mark Walsh, Secretary-Treasurer

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Re: Trustee By-Election

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) appoint Secretary-Treasurer Mark Walsh as the Chief Electoral Officer pursuant to Section 36(3)(a) to organize and implement a by-election created by the resignation of Trustee McKay and notify the Minister of Education and Child Care as required by Section 36(3)(c).*

#### 13.2 Mark Walsh, Secretary-Treasurer

35

Re: Extension License

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) approve the Licence of Use and Occupation for Regional District of Nanaimo for the use of Extension School parcels for community use subject to final execution by Secretary-Treasurer.*

#### 13.3 Mark Walsh, Secretary-Treasurer

59

Re: Amendment to Capital Plan Bylaw

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) approve the amendment to Capital Bylaw No. 2024/25-CPSD68-01 to read Capital Bylaw No. Capital Bylaw No. 2023/24-CPSD68-02, reflecting the Ministry of Education and Child Care's amendment to the Annual Programs Funding Agreement.*

13.4 Mark Walsh, Secretary-Treasurer

78

Re: Chase River Statutory Right of Way

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) give the Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024 all three readings at one meeting, today this 26<sup>th</sup> day of June, 2024.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024, being a Bylaw that provides the City of Nanaimo with a Right-of-Way associated with access to a sanitary sewer manhole at the Chase River Elementary School site, pursuant to Section 65(5) of the School Act, R.S.B.C. 1996, c.412.*

*Read a first time this 26<sup>th</sup> day of June 2024.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024, being a Bylaw that provides the City of Nanaimo with a Right-of-Way associated with access to a sanitary sewer manhole at the Chase River Elementary School site, pursuant to Section 65(5) of the School Act, R.S.B.C. 1996, c.412.*

*Read a second time this 26<sup>th</sup> day of June 2024.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024, being a Bylaw that provides the City of Nanaimo with a Right-of-Way associated with access to a sanitary sewer manhole at the Chase River Elementary School site, pursuant to Section 65(5) of the School Act, R.S.B.C. 1996, c.412.*

*Read a third time and adopted, this 26<sup>th</sup> day of June 2024.*

13.5 Mark Walsh, Secretary-Treasurer

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Re: Georgia Avenue Statutory Right-of-Way



*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) give the Georgia Avenue Community School Waterworks Right-of-Ways Bylaw, 2024 all three readings at one meeting, today this 26<sup>th</sup> day of June, 2024.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the Georgia Avenue Community School Waterworks Right-of-Ways, 2024, being a Bylaw that provides the City of Nanaimo with Right-of-Ways associated with access to a water meter at the Georgia Avenue Community School site, pursuant to Section 65(5) of the School Act, R.S.B.C. 1996, c.412.*

*Read a first time this 26<sup>th</sup> day of June 2024.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the Georgia Avenue Community School Waterworks Right-of-Ways, 2024, being a Bylaw that provides the City of Nanaimo with Right-of-Ways associated with access to a water meter at the Georgia Avenue Community School site, pursuant to Section 65(5) of the School Act, R.S.B.C. 1996, c.412.*

*Read a second time this 26<sup>th</sup> day of June 2024.*

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the Georgia Avenue Community School Waterworks Right-of-Ways, 2024, being a Bylaw that provides the City of Nanaimo with Right-of-Ways associated with access to a water meter at the Georgia Avenue Community School site, pursuant to Section 65(5) of the School Act, R.S.B.C. 1996, c.412.*

*Read a third time and adopted, this 26<sup>th</sup> day of June 2024.*

13.6 Laura Tait, Interim Superintendent

88

Re: Strategic Plan

*That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the 2024-2028 Strategic Plan.*

14. UNFINISHED BUSINESS

15. NEW BUSINESS

16. FOR INFORMATION

16.1 Board Motions Report

90

**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**

**May 22, 2024**

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

**1. CALL TO ORDER**

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

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

There were none.

**3. ADDITIONS**

There were no additions.

**4. DELETIONS**

There were no deletions.

**5. CHANGE IN ORDER**

There was no change in order.

**6. APPROVAL OF THE AGENDA**

R24/05/22-01

That the Agenda be approved.

**7. APPROVAL OF THE MINUTES**

R24/05/22-02

That the minutes from the Regular Board of Education meeting held on April 24, 2024, and the Special Board Meeting held on May 15, 2024, be adopted.

**CARRIED UNANIMOUSLY**

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

**8.1 Section 72(3) Report**

R24/05/22-03

That the Section 72(3) Report from the Closed Board of Education meeting on April 24, 2024, and the Special Closed Board of Education meetings on May 1, 2024, and May 13, 2024, be received.

**CARRIED UNANIMOUSLY**

**9. ANNOUNCEMENTS AND REMINDERS**

Education Committee Meeting: June 5, 2024

Business Committee Meeting: June 12, 2024

Board of Education Meeting: June 22, 2024

Last Day of School: June 26, 2024

**10. PRESENTATIONS**

**10.1 Echo McNaughton**

Re: South End Pedestrian Safety

Echo McNaughton presented on pedestrian safety in the South end area of Nanaimo. The presentation is attached to the Agenda. Trustee Rokeby presented a Notice of Motion for the next Business Committee meeting.

**10.2 Nanaimo Ladysmith Schools Foundation, Dan Morris, President and Crystal Dennison, Executive Director**

Dan Morris, NLSF President and Crystal Dennison, Executive Director of the Nanaimo-Ladysmith Schools Foundation, provided an overview of the many important initiatives that support students across the district. The presentation is attached to the Agenda.

**11. CORRESPONDENCE**

There was none.

**12. COMMITTEE REPORTS**

**12.1 Business Committee**

There was none.

**12.2 Education Committee**

There was none.

**13. SENIOR STAFF REPORTS**

**13.1 Laura Tait, Acting Superintendent**

Re: 2024-2025 and 2025-2026 Local School Calendar

Laura Tait presented a proposed change to the 2024/25 and 2025/26 local school calendars. An Action Sheet, together with the calendars are attached to the Agenda.

R24/05/22-04

IT WAS MOVED BY Trustee Brzovic

IT WAS SECONDED BY Trustee Rokeby

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) approve the attached revised 2024/2025 and 2025/2026 Local School Calendars.

**CARRIED UNANIMOUSLY**

**14. UNFINISHED BUSINESS**

**14.1 Mark Walsh, Secretary-Treasurer and Taunia Sutton, Associate Secretary-Treasurer**

Re: 2024-2025 Preliminary Annual Budget

R24/05/22-05

IT WAS MOVED BY Trustee McKay

IT WAS SECONDED BY Trustee Lee

That the Board of Education of School District No. 68 adopt the Annual Budget Bylaw for fiscal year 2024/2025 cited as "School District No. 68 (Nanaimo-Ladysmith) Annual Budget Bylaw for fiscal year 2024/2025" being a bylaw associated with the annual budget showing the estimated revenue and expense for the 2024/2025 fiscal year and the total budget bylaw amount of \$218,450,984 for the 2024/2025 fiscal year.

Read a third time and adopted this 22nd day of May, 2024.

**CARRIED UNANIMOUSLY**

**15. NEW BUSINESS**

There was none.

**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.

**18. ADJOURNMENT**

The meeting adjourned at 7:04 pm.

R24/05/22-06

IT WAS MOVED BY Trustee Robinson

IT WAS SECONDED BY Trustee Rokeby

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 Closed Board Meeting May 22, 2024**

**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  
N. Bailey  
L. Lee  
G. Keller  
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 May 29, 2024**

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

**Absent**

C. McKay

**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 Special Closed Board Meeting June 5, 2024**

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

**Absent**

N/A

**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 Special Closed Board Meeting June 12, 2024**

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

**Absent**

N/A

**General Decisions Made by the Board**

- Personnel Matters

**General Matters Discussed by the Board**

- Personnel Matters

## X.XX – Child Care Services and Early Years Programs

### Purpose

The Board believes that making child care programs available on board property is a benefit to the community and improves student learning outcomes. The Board also believes that the provision of such services should be inclusive, culturally appropriate, accessible, and advance Indigenous reconciliation.

### Guidelines/Objectives

This Policy is intended to align with the *School Act*'s policies respecting child care programs. This Policy will address five distinct areas associated with the provision of child care and early years programs on board property:

1. Values,
2. Fees,
3. Requirements for third-party child care providers,
4. Selection and maintenance of child care providers, and
5. Board-provided child care.

### Definitions

1. The terms “board property,” “business day,” “child care program,” “educational activities” and “licensee” have the meanings given to those terms in the *School Act*.
2. “Direct and indirect costs” include:
  - a. utilities;
  - b. maintenance and repair;
  - c. insurance;
  - d. a reasonable allowance for the cost of providing custodial services;
  - e. a reasonable allowance for time school district administrators and other staff spend on matters relating to the use of board property by licensed child care providers; and
  - f. capital replacement costs.

### **1. Values**

- 1.1 In operating a child care program, whether through a licensee or by the Board, the District will ensure that it is operated in a manner that:
- a) fosters Indigenous reconciliation;
  - b) promotes the acquisition and use of the Hul'q'umi'num language;
  - c) is inclusive and consistent with the principles of non-discrimination set out in the *Human Rights Code*; and
  - d) supports lifelong learning.

### **2. Fees**

- 2.1 Child care programs, if operated by the Board, will be operated for a fee no greater than the direct and indirect costs the Board incurs in providing the child care program for the District as a whole.
- 2.2 As per the restrictions in the *School Act* the District shall only provide Board-provided child care services to students enrolled in the District.
- 2.3 Fees for the use of board property by licensees other than the Board will not exceed the direct and indirect costs the Board incurs in making board property available for the child care program.
- 2.4 Third-party providers may provide 0-5 and/or before and after school care.
- 2.5 District staff shall review the rates for Board-provided child care on a yearly basis and make adjustments to ensure that student fees support the ongoing provision of Board-provided child care services and the maintenance of District-based facilities.
- 2.6 District staff shall review the rates the District charges third-party providers for the use of board property on a yearly basis and make adjustments to ensure that licensee fees support the maintenance of District-based facilities.

### **3. Requirements for Third-Party Child Care Providers**

- 3.1 Appropriate licensing and accreditation procedures will be in place.
- 3.2 The District will require the licensee to agree to comply with this Policy and Administrative Procedure 528 Child Care Services and Early Years Programs.
- 3.3 Child care providers will be expected to conform to the school's code of conduct and school rules that may pertain to the successful operation of the child care service on board property.

## X.XX – Child Care Services and Early Years Programs

3.4 The use of board property by licensed child care providers must not disrupt or otherwise interfere with the provision of educational activities including early learning programs and extracurricular school activities.

3.5 Child care providers in the District shall be non-profit with the exception of legacy providers in place prior to 2020.

3.6 The Board encourages third-party providers to pay a living-wage to their employees.

### 4. Selection and Maintenance of Child Care Providers

4.1 Where feasible, accounting for financial and human resource considerations, and within the limits of the *School Act*, the Board's preference is that newly created before and after school child care spaces be operated by the Board.

4.2 Subject to 3.1, District staff will consider, on an ongoing basis, whether those programs are best provided by licensees other than the Board, the Board, or a combination of both.

- a) In the event that licensees provide the child care programs, District staff shall regularly provide opportunities for non-profit providers to express their interest.
- b) District staff shall determine the process by which third-party child care providers are selected for District sites including the application of this policy.

4.3 Within the term of the license, if for any reason the service provided to the school and community is deemed to be unsatisfactory to the school and/or community or the child care service conflicts with the provision of K-12 programs, District staff may seek alternative providers or not renew a license.

### 5. Board-Provided Child Care

5.1 The Board shall approve the expansion or reduction of sites providing Board-provided child care. District staff may decide to expand or limit the number of licensed spaces being provided at a previously approved site.

Administrative Procedures related to this Policy may include:

Administrative Procedure 528 Child Care Services and Early Years Programs

#### Legal References:

[Child Care Ministerial Order M326/20](#)

[Human Rights Code](#)

[School Act](#) – Sections 85.1, 85.2, 85.3 and 85.4

#### Monitoring Method:

*Board of Education / Superintendent*

#### Monitoring Frequency:

*Triennial*

#### Adopted:

2024.xx.xx

**NANAIMO LADYSMITH PUBLIC SCHOOLS  
BUSINESS COMMITTEE  
PUBLIC MEETING  
ACTION SHEET**

DATE: June 12, 2024  
TO: Business Committee  
FROM: Mark Walsh, Secretary-Treasurer  
Pete Sabo, Executive Director of Planning & Operations  
David Fenner, Facilities Planning Manager  
SUBJECT: Proposed 2025/2026 Five-Year Capital Plan (Major)

### **Recommendation**

***The Business Committee recommends that the Board of Education of School District No. 68 (Nanaimo-Ladysmith) in accordance with provisions under section 142(4) of the School Act, approve the proposed Five-Year Capital Plan for 2025/2026 as outlined in this Action Sheet.***

### **Background**

This Action Sheet aligned with the Board's goals and LRFP, is intended to provide an overview of the projects the District wishes to apply for associated with major capital. Minor capital is provided in another memo and motion. The capital plan continues to highlight the District's twin challenges of a capacity crunch and significant seismic needs. We note that there are a few changes from year to year based on changes in enrollment projections, but the plan is largely aligned from year to year.

### **Five -Year Capital Plan**

Each year, Boards of Education are required to submit a Five-Year Capital Plan detailing the high priority capital projects needed for their school districts, in accordance with the Capital Plan instructions.

School districts' annual Five-Year Capital Plan submissions are used to inform the selection of priority capital projects for the Ministry's following fiscal year. They also provide the Ministry insight into future year priorities that are used in longer term capital planning.

The Ministry is seeking submissions for consideration for the following capital programs:

**Major:**

- Seismic Mitigation Program (SMP)
- School Expansion Program (EXP)
- School Replacement Program (REP)
- Rural Districts Program (RDP)
- Building Envelope Program (BEP)
- **Child Care (CC) – New for 2025/26**

**Minor:**

- School Enhancement Program (SEP)
- Carbon Neutral Capital Program (CNCP)
- Bus Replacement Program (BUS)
- Playground Enhancement Program (PEP)
- School Food Infrastructure Program (FIP)
- Child Care (CC) – **New for 2025/26**

8 Deadlines are in place for the various for programs:

1. **May 15, 2024** – 2024/25 Major and Minor Child Care (CC)
2. **May 17, 2024** – 2024/25 Annual Facility Grant (AFG)
3. **June 30, 2024** – 2025/26 Major Capital Programs (SMP, EXP, REP, RDP) and Major Child Care (CC – New Spaces Integrated)
4. **June 30, 2024** – 2025/26 Major Child Care (CC – New Spaces and CC – Conversion (Major))
5. **July 1, 2024** – 2025/26 Major Capital Programs (BEP)
6. **September 29, 2024** – 2025/26 Minor Child Care (CC – Conversion (Minor))
7. **September 30, 2024** – 2025/26 Minor Capital Programs (SEP, CNCP, PEP, BUS)
8. **October 1, 2024** – 2025/26 Minor Capital Programs (FIP)

The Ministry of Education and Child Care requires major capital items to be submitted at the end of June 2024 and minor capital projects are submitted by the end of September 2024. This Action Sheet will only address major capital projects and the final minor capital project submission will be addressed in a separate Action Sheet.

The Annual Five-Year Capital Plan Submission is informed by a Long Range Facilities Plan (LRFP), with school districts assessing capital needs over the next five years. This involves prioritizing capital needs and undertaking preliminary assessment of project needs, options, scoping and costing, as well as developing and submitting a Five-Year Capital Plan, along with supporting assessment documents, specifically a Project Request Fact Sheet (PRFS).

The Ministry provides each school district with a written response to their annual Five-Year Capital Plan submission once the assessment of all submissions is complete, and funding for fiscal year 2024-25 is announced by the Ministry. See attached response letter to the 2024-25 Capital submission.

This written response identifies the next steps for supported projects which may include:

- Proceed to design, tender and construction
- Proceed to development of a Business/Concept plan or Project Definition Report (PDR)
- Proceed to acquire site
- Proceed to acquire bus

The Ministry also provides school districts with an Annual Facility Grant (AFG) based on an established formula. Due to the nature of the program and delivery needs 24/25 AFG project recommendations were previously presented to the business committee.

## Discussion

### Operating Capacity

Previously, class sizes for Kindergarten, Grades 1-7, and Grades 8-12 were set in legislation, and were mandatorily applied to all school districts across the province. Currently, class sizes are negotiated as a working condition for teachers in their local contract with a board of education. As such, operating capacities vary between school districts. Individual school districts must determine the operating capacities of existing schools to calculate their capacity utilization. For the purpose of these submissions an elementary school capacity is calculated as the average class size over the last 3 years multiplied by the number of classrooms available, by ministry standards, in each school.

### Enrollment Projections

The current capital plan will rely on the enrollment projections provided by Baragar for the short-term capital requests (Years 1-5) and the Licker Geospatial data for the longer-term (site acquisition) requests (Years 6-10). Reference to the Licker data will be noted in the detailed PRFS (project request fact sheets) documents as supporting information, as applicable.

### Development of a Facilities Plan

The Board passed the Long Range Facilities Plan in 2021. In the creation of this plan the LRFP recommendations were considered, and this document highlights the connections between the capital submission and the respective recommendations.

The source documents used to compile this year's Five-Year Capital Plan will be available in the Facilities Department or on request. Please note that submission details (project costing and supporting documentation) are still being developed/gathered and will be submitted, along with the plan.

Finally, it is very important to note that some of the capital requests may not result in the specific outcome requested. Requesting support for an expansion will result in the LRFP advisory committee discussing the preferred option for the community that the Ministry will usually support if it is the same cost.

### **Child Care (CC) – new for 2025/26**

New for the 25/26 capital plan are several Childcare project options for districts to consider. After coordination with Learning Services, the following childcare projects are being recommended to be included in this year's capital plan.

The "new spaces integrated childcare" program anticipates requests that would align with a new construction project, as such three possible projects fall under this category, and they are options of the LIS seismic upgrade.

1. LIS – Seismic (PDR):
  - Under Davis Road option #1 (400 student school) staff are recommending 2 spaces for 2 Before and After care school programs (48 seats total).
  - Under Davis Road option #2 (200 student school) staff are recommending 1 space for a Before and After care school program (24 seats total).



- Under Davis Road option #1 or #2 staff are recommending 1 space for 0-5 (24 seats total). This may be 24 seats for 0-2, 24 seats for 3-5, or 12 seats for 0-2 & 12 seats for 3-5 – to be determined during design.

The new spaces program anticipates “new construction” on an existing site – prefab, modular or stick built, as such one project request is being recommended.

1. Rutherford – 2 spaces, one for a 0-2 and one for a 3-5 program (48 seats total).

### Building Envelop Program (BEP)

Under the official BEP program 9 school upgrades have been completed (Gabriola, Ladysmith Secondary, Bayview, Syuwén’ct, Quarterway, Dover Bay, Ecole North Oyster, Mountain View).

Two projects (John Barsby Band Room and Forest Park) are approved and pending award of a construction contracts. Under the Ministry of Education and Childcare official BEP program it was determined by NLPS staff that only one school remained to be addressed.

1. Ladysmith Intermediate – LRFP Rec. 2, 6

Ladysmith Intermediate was previously approved to receive an envelope upgrade to the 1995 portion of the building. This project was deferred which would allow for the outcome of the upgrade to be known before proceeding. Staff are recommending the project be added back into the plan to be clear that if the option chosen was to upgrade the existing school that this deferred project would be required.

### Site Acquisition (SAP)

The site acquisition request reflects both the shorter term Baragar data and the longer-term Licker Geospatial data. A School Site Acquisition Charge has now been instituted and ultimately Ministry support is required for a site acquisition at the target school or potentially a new site in the area depending on the determination of the LRFP committee, the Board and the Ministry.

2. Pleasant Valley – LRFP Rec. 2, 6

Similar to Departure Bay, Pleasant Valley appears to be growing quickly. While it likely does not need additional land on site, an additional site may be required associated with growth in Lantzville and North Nanaimo.

3. Departure Bay – LRFP Rec. 2, 6

Departure Bay is currently oversubscribed and slated to continue to grow. Addressing such growth has options (expansion, new school, boundary charges or a mixture of options). Ultimately, a new site may be required.

4. Chase River – LRFP Rec. 2, 6

While Baragar’s data does not show Chase River in a situation of rapid growth, it already has multiple portables, and an expansion of the school may require additional land. Furthermore, if Sandstone proceeds, an additional site may be required.

5. Bayview – LRFP Rec. 2, 6

While Baragar does not show immediate growth at Bayview, building trends in the area (e.g. the Harbour View District) suggest increased enrollment. Bayview cannot support additional capacity with the size of its' current site.

6. Dover Bay area LRFP Rec. 2, 6

Dover and Wellington's growth projections indicate significant growth that may require an additional site in the future to support enrolment.

**Expansion Projects (EXP)**

Note that this year Wellington has been moved from priority 4 to priority 1 based on forecast enrolment and pressure on facilities. Currently enrolment and expansion sizes are based on existing catchments and feeder schools. It is also clear that any expansion to NDSS will be considered at the time of a seismic upgrade and is therefore dependent on support for a project approval via the seismic program.

An expansion to Pleasant Valley has been moved to a higher priority (years 1-3) due to portable forecasts and the Learning Alternatives project has been moved to Years 4-5 due to consideration of other strategic initiatives.

Recently MECC has approved prefabricated/modular additions (essentially standalone annexes), in support of high growth schools. This is a topic of ongoing concern to the MECC and they advised staff should give consideration for modular construction and provide a comment in the capital plan submissions such as 'this project is a candidate for a modular addition'. Modular additions have been approved outside of the typical approval process. This looks like a school being awarded x classrooms at 1.5M per room for the district to fast track into place to alleviate the need for current portables and perhaps avoiding a portable(s) forecast for the future.

Further MECC staff have indicated an opportunity to 'bundle' projects that are candidates for modular construction. This is indicated by stating in each capital submission for an individual expansion that a school could be bundled with another school. While not entirely clear, one of the concerns this approach is looking to alleviate is where a school has so many portables that the core facilities are unduly stressed causing a burden on the operation of the school. Staff do not feel we are in this situation at elementary schools. All the pressured schools have had significant core upgrades in the recent past. One elementary was a Jr secondary converted to elementary, therefore has a core larger than ministry space standards for an elementary school.

Year 1-3

1. Wellington Secondary – LRFP Rec. 1, 5, 7, 8, 9

Wellington currently has 3 portables on site, with an additional unit being allocated for the 24/25 school year. Based on status quo catchments and in support of the addition request to NDSS, forecast enrolment for this school would see approximately 10 portables in use in the 29/30 school year driving this expansion request of 250 spaces required. This would expand the school from 900 to 1150 capacity. Also included in an expansion of spaces would be the required elective room additions for a school of that expanded capacity. District feels this is a candidate for a prefab/modular project.

2. NDSS – LRFP Rec. 1, 5, 7, 8, 9

NDSS is currently the highest priority seismic request in the 5-year capital plan. The school has a capacity of 1400 and based on status quo catchments, a forecast enrolment of 1725 for the 2029/30 school year. This capacity would require approximately 13 portables to support.

NDSS currently has 7 portables on site

The option of an expansion to the seismic/replacement options being explored is an important consideration for this school. The result of any approved expansion at Wellington would inform the district on the capacity required when replacement of the school was approved. At this time enrolments are projected based on the current feeder schools. Staff to NOT feel this is a candidate for a prefab/modular project.

3. Chase River – LRFP Rec. 1, 5, 7, 22, 32

Chase River is forecast to require 5 General Instruction portables by the 28/29 school year.

Similar to Ladysmith Primary, Chase River already has a significant portable issue, with 4 GI units on site and one support portable (Multipurpose Room). Furthermore, development continues in South Nanaimo. Staff to NOT feel this is a candidate for a prefab/modular project.

4. Dover Bay Secondary – LRFP Rec. 1, 5, 7, 8, 9

Dover Bay currently has 7 portables in support of enrolment on site after the recently completed expansion to 1325 capacity. Based on status quo catchments, enrolment for this school would see approximately 16 portables in use in the 29/30 /28 school year, or an expansion of 375 spaces required. This would expand the school from 1325 to 1700 capacity. Project Development Report (PDR equivalent) completed in 2006 indicated an addition of this nature on the school was feasible. Also included in an expansion of spaces would be the required elective room additions for a school of that expanded capacity. District feels this is a candidate for a prefab/modular project.

5. Pleasant Valley – LRFP Rec. 1, 5, 7, 22, 32

Pleasant valley currently has 3 portables on site and is forecast to require 5 General Instruction portables by the 28/29 school year. District feels this is a candidate for a prefab/modular project.

Year 4 or 5

The next group of schools are intended to be put on the Ministry's radar. It is unlikely that we would receive support in the immediate term to proceed with these projects, but it is important that they are recognized.

Costing and project information provided for these projects in the submission is notional. Any school with less than 3 portables forecast is not listed in the plan.

- Learning Alternatives on Harewood site - LRFP Rec 1, 5, 7, 8, 9

The district continues working with BC Housing, City of Nanaimo and SFN on the Te'tuxwtun project on 5th Street, which encompasses the Harewood site. The Te'tuxwtun project is currently finalizing the rezoning and moving into the design stage. A Learning Alternative school on this site would see an addition to Harewood Gym on the Harewood site.

- Mountain View 3 portables by 2028/29 (Candidate for Modular/Prefab)
- Cedar Elem 3 portables by 2028/29 (Candidate for Modular/Prefab)
- Fairview 3 portables by 2028/29 (Candidate for Modular/Prefab)

The following schools have portables; however, additions have not been requested at this time due to various considerations:

Schools affected by opening of Rutherford in 2025:

- Departure Bay 6 portables by 2028/29
- Randerson 3 portables by 2028/29
- McGirr 6 portables by 2028/29
- Frank J Ney 2 portables by 2028/29

Schools affected by options for the yet approved LIS Seismic Upgrade:

- Ecole North Oyster 2 portables by 2028/29

Schools with additions currently supported:

- Ladysmith Primary 6 portables by 2028/29

FI schools with district catchments and ability to shift and limit enrolment:

- Quarterway 3 portables by 28/29

School expansions that may be affected by the need for further strategic planning:

- Syuwén'ct 3 portables by 2028/29 (Site is limited for annex structures)

### Replacement Projects (REP)

1. NDSS – LRFP Rec. 1, 5, 7, 8, 9

An alternative solution to the seismic upgrade request is to replace NDSS on the existing site. The school has multiple aged-out systems and requires a significant amount of maintenance. A replacement project would likely address the swing space requirement as well as offer an opportunity to incorporate key Ministry and District initiatives including but not limited to GHG reduction, mass timber, Neighborhood Learning Centre's, Inclusion, accessibility, etc.

2. Chase River – LRFP Rec. 1, 5, 7, 22, 32

An alternative solution to the seismic upgrade of Chase River is to replace the school on the existing site. Chase River is an aged (FCI .64) single-story facility on an undersized, triangular shaped site bordered by roads on 2 out of 3 of the sides. The school has limited on-site parking as well as a poorly draining playfield. Furthermore, a portion of the site was utilized for a much-needed childcare project. The project would see a new multi-story facility (providing a seismic upgrade and expanded to the appropriate size) on the site. Benefits would include a capital renewal of the facility, revisioning of the site to better meet the limitations of a small site, maximizing the use of the small site and avoiding site expansion/acquisition. Also, it is envisioned that no swing space would be required to support a project of this nature.

**Seismic Mitigation Program (SMP)**

**Group One Priorities (H1)**

- NDSS – LRFP Rec. 9, 10, 20, 32  
Aligned with the LRFP, replacing NDSS is a priority. It is a major seismic risk; it is wearing out and it is an environmentally unfriendly facility. The Ministry must act on this priority.
- Chase River – LRFP Rec. 10  
Given that action must be taken to address capacity and condition, it aligns with the LRFP to perform multiple capital projects at the same time to avoid multiple years of disruption to a school.
- Departure Bay – LRFP Rec. 10  
Given that action must be taken to address capacity, it aligns with the LRFP to perform multiple capital projects at the same time to avoid multiple years of disruption to a school.
- Ladysmith Primary Gym – This is a small value project that could be moved forward quickly. Not included in current expansion approval.
- Ecole Pauline Haarer Gym (and retaining wall) - This is a small value project that could be moved forward quickly
- NDSS (site) - Transportation Building – H1 Risk  
The Transportation Building does not fall within the Ministry's priorities (not a K-12 educational facility) in the seismic upgrade program; however, it was reported to have the lowest PPR rating (highest life safety risk) of any block or building throughout the district. The Penultimate draft of the SPIR supporting this request is pending at the Technical Review Board (TRB). The final report will identify upgrade options to be considered for funding by NLPS and MECC.
- Gabriola – LRFP Rec. 13  
This project should be moved forward. Further, given that Gabriola is an isolated community, there may be less support for the school to draw on in a seismic event. Upgrading the facility may provide a community asset in the case of an emergency.

- Brechin Elementary - This is a small(er) value full building upgrade project that could be moved forward and take advantage of Woodlands as a previously utilized swing space.
- Cedar Elementary - LRFP Rec. 13

### Group 2 Seismic projects

- Reassessed schools (H1) with addition projects in 2024- 25 Capital Plan
  - Harewood Gym
  - Mountain View

### Group 3 Seismic Projects:

- Reassessed (H1) open schools with no request in 2024-25 Capital Plan
  - Bayview, Fairview, Ecole Hammond Bay, Forest Park, Georgia Avenue, Island Connect ED, John Barsby, Ladysmith Secondary, McGirr, Park Avenue, Quarterway, Rutherford (moved to open status), Seaview, Uplands.

### Group 4 Seismic Projects

- Reassessed (H1) and CLOSED schools of note:
  - Davis Road, Dufferin, Woodlands, Woodbank.

### Removed from List:

- Reassessed (H1) and CLOSED schools of note:
  - South Wellington – Leased to RDN for 25 years.

### Resolution

In accordance with provisions under section 142(4) of the School Act, the Board of Education of School District No. 68 (Nanaimo-Ladysmith) hereby approves the proposed Five-Year Capital Plan for 2025/2026, as summarized in the Five-Year Capital Plan Action Sheet, for submission to the Ministry of Education.

### Reference

Appendix A: Ministry Response to the Annual Five-Year Capital Plan Submission for 2024/25 - March 15, 2024



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

*(Amended from the June 12, 2024, Business Committee Action Sheet)*

DATE: June 26, 2024  
TO: Board of Education  
FROM: Mark Walsh, Secretary-Treasurer  
Pete Sabo, Executive Director of Planning & Operations  
David Fenner, Facilities Planning Manager  
SUBJECT: Proposed 2025-2026 Minor Capital Plan Submission

### **Recommendation**

***The Business Committee recommends that the Board of Education of School District No. 68 (Nanaimo-Ladysmith) in accordance with provisions under section 142(4) of the School Act, approve the proposed Minor Capital plan for 2025/2026, as outlined in this Action Sheet.***

This Action Sheet highlights the draft 2025-26 Minor Capital Plan Submission. The submission is similar to previous years' submission and is aligned with the Long Range Facilities Plan. Two points to note - First, it is important for the Board to understand that the District will only receive a small number of the requests outlined. Second, the significant number of LIS and NDSS requests are presented to highlight the need for replacement of the facilities (e.g. their significant needs beyond seismic).

### **Board of Education Strategic Plan – Board Goals**

The 2025/26 Minor Capital Plan Submission includes key projects to increase the health and safety for the staff and students, reduce greenhouse gas emissions, upgrade infrastructure, as well as upgrade the accessibility and inclusive nature of playgrounds.

- 1. Safe, caring, and healthy learning and working environment that is inclusive of the diversity of our entire learning community.**
- 2. To be a leader in environmental stewardship and sustainability.**

This Minor Capital Plan Submission also aligns with seven recommendations from the Long Range Facilities Plan (the "LFRP"):

1. Prioritize the upgrade of NDSS
2. Align seismic upgrades with other priorities in the facilities plan including environmental upgrades and expansions
3. Explore partnerships with external parties, including BC Housing, while planning seismic upgrades to allow for additional locally sourced amenities
4. Complete HVAC Upgrade Program to ensure modern health and safety in all facilities.
5. Incorporate the expansion of outdoor learning spaces and school gardens into NLPS's Annual Facilities Grant and/or local capital planning.
6. Develop funding streams for short and medium-term accessibility requirements as identified in internal and/or external audits through allocating operating, AFG, local capital and Ministry funding dollars as required.
7. Ensure upgrades are distributed across jurisdictional boundaries of NLPS.

## **Background**

### The Five-Year Capital Plan

Each year, Boards of Education are required to submit a Five-Year Capital Plan detailing the high priority capital projects needed for their school districts, in accordance with the Capital Plan instructions.

## **Discussion**

### Development of a Minor Capital Plan

The Ministry announced approved 2024/25 capital requests on [DATE] and has requested all Minor Capital submissions for the 2025/26 year be submitted by September 30, 2024.

The Ministry is seeking submissions for consideration for the following minor capital programs:

- School Enhancement Program (SEP)
- Carbon Neutral Capital Program (CNCP)
- Playground Enhancement Program (PEP)
- Bus Replacement Program (BUS)
- Building Envelope Program (BEP)
- School Food Infrastructure Program (FIP)
- **Child Care (CC) – New for 2025/26**

The Annual Five-Year Capital Plan Submission is informed by a Long Range Facilities Plan, with school districts assessing capital needs over the next five years.

Minor Capital Projects often bridge the gap between Major Capital Plan requirements and Annual Facility Grant funding limits and includes consideration of school-based infrastructure requests.

These projects are aligned for maximum value, given a multitude of factors driven by facilities and occupant needs, goals, safety, maintenance, etc. This involves prioritizing needs and undertaking preliminary assessment of projects, options, scoping and costing, as well as coordinating with Ministry staff, completion of supporting documents and finally submitting the plan.

The Ministry will provide each school district with a written response to their annual Five-Year Capital Plan submission once the assessment of all submissions is complete, and funding for fiscal year 2025-26 is announced by the Ministry. See attached response letter to the 2024/25 Annual Five-Year Capital Plan Submission, indicating minor projects supported.

Proposed for approval is the 2025/26 Minor Capital Plan, as indicated below. Between board support and the submission deadline, staff will continue to develop the details required for the submissions.

### **CC| Childcare Minor – New for 2025/26**

New for the 25/26 capital plan is a Minor “conversion” category for districts to consider.

Conversion (Minor) projects are small-scale projects to convert (renovate) an existing K-12 space to create new Child Care spaces as well as the purchase and installation of fixtures, furniture, and equipment required to obtain a license.



After coordination with Learning Services, the following childcare projects are being recommended to be included in this year's capital plan.

Rutherford – Before and After care (one program 24 seats):

- This request would support a Before and After care program for minor alterations and equipment to support the Board operating a Before and After care program planned for the reopened school.

Gabriola – Before and After care (one program 24 seats):

- This request would support a new Before and After care program for minor alterations and equipment to support the Board operating a Before and After care program. This program is anticipated to begin operating in September of 2024 with funding to follow.

Ecole Hammond Bay – Before and After care (one program 24 seats):

- This request would support a new Before and After care program for minor alterations and equipment to support the Board operating a Before and After care program. This second program would result in 48 seats total. This program is anticipated to begin operating in September of 2024 with funding to follow.

Ecole North Oyster – Before and After care (one program 24 seats):

- This request would support a Before and After care program for minor alterations and equipment to support the Board operating a Before and After care program.

### **SEP | School Enhancement Program**

While the Ministry requests up to 5 SEP requests, NLPS is looking to submit 16. Projects 6-16 are in support of previously submitted major capital projects to seismically upgrade/replace NDSS and Ladysmith Intermediate. These SEP projects indicate the critical nature of the non-seismic work that is required at these schools. Seismic project approvals are typically focused on seismic so synergistic projects for other facilities needs are often required. As the new project submission software does not allow more than 5 submissions, staff will bring these projects to the attention of Ministry staff.

Engineering/consulting/staff reports for the top 5 SEP requests will be submitted in support. Based on discussions with Ministry staff and typical funding allocations to school districts it is likely only the top 2 SEP asks could be supported, and furthermore, it is possible the projects may need to be phased to achieve funding and scope requirements.

1. Mountain View HVAC - Upgrade boilers and/or gas fired air handling units (AHU) – replaces aging infrastructure, increases efficiency, reduces GHG and Maintenance. Engineering feasibility study will review replacement options for AHUs and finalize the submission. Boilers and AHU's are at end of life therefore this upgrade provide GHG as well as timely asset renewal.
2. Wellington Elective(s) expansion – provide alterations to existing building to increase the number of elective offerings by the school to ensure access by students. This will reduce stress on existing core elective spaces as the school grows. As indicated in the major capital plan The school is projected to grow over the next 5 years and require approximately 10 portables, and an addition/renovation has been requested to match this growth. Further and through discussions with the Ministry, NLPS has gained insight regarding the possibility of a Modular/Prefab addition at Wellington which could see an expansion of General Instruction rooms, sooner, without a corresponding adjustment for electives. Either way, this this SEP

alteration project would be in alignment with both possibilities. The number and type of electives would be confirmed/determined through consultation if the project is supported – this project may or may not require several phases to complete due to consideration of SEP funding allocations and timing of impacts on the school operations.

3. Cedar Elementary Band Room renovation - Upgrade exterior building envelope and seismic resistance. This follows the same scope of work that was completed at the band rooms at Wellington and Ladysmith Secondary. The building envelope is original (1980's) and at the end of its life. Completing the seismic upgrade at the same time fits well with the nature of construction and Board goals.
4. Ecole North Oyster (ENO) Seismic Project Bundle support – This project is envisioned to support the recently approved Seismic Project to ENO (see 24/25 capital plan announcement letter) It would give consideration for upgrades in the existing building which could NOT be included in the Seismic project. These yet to be identified alignment items that operationally would be important but were not supported by the Ministry out of the approved Seismic project. Staff continue to work to see that this project will not be required and that anything which falls in this category would be included as part of the MECC funded project or AFG. It would be optimal to complete this work during the seismic upgrade package but not required.
5. Ladysmith Primary School (LPS) expansion project bundle support - This project is envisioned to support the recently approved expansion to LPS (see 23/24 capital plan announcement letter). It would give consideration for upgrades in the existing building which could not be included in the addition project. These yet to be identified alignment items that operationally would be important but were not supported by the Ministry out of the approved expansion project. Staff continue to work to see that this project will not be required and that anything which falls in this category would be included as part of the MECC funded project.
6. LSI Exterior Upgrade: Siding, insulation, and window (Areas not renewed in approved BEP)
7. LSI Upgrade Electrical: Panels and branch circuits to meet code.
8. LSI Roofing Upgrade: Replacement of roof segments which have reached the end of their life cycle
9. LSI Flooring Upgrade: Replacement of floor segments which have reached the end of their life cycle.
10. LSI Accessibility and Inclusion – Upgrade to majority of washrooms, accessibility issues throughout the school
11. NDSS Exterior Upgrade: Siding, insulation, and window
12. NDSS Upgrade Electrical: Panels and branch circuits to meet code
13. NDSS Roofing Upgrade: Replacement of roof segments which have reached the end of their life cycle.
14. NDSS Flooring Upgrade: Replacement of floor segments which have reached the end of their life cycle.
15. NDSS Washroom Upgrade: Upgrade to majority of washrooms condition
16. NDSS Structural upgrade to Big Gym: Replacement of trusses in ceiling and floor

## **CNCP – Carbon Neutral Capital Program**

Engineering/consulting/staff reports may be completed for all 5 CNCP projects as the detailed studies assist staff with understanding costs, scope, and phasing options. Based on discussions with Ministry staff and typical allocations to School districts, it is likely only the #1 CNCP ask could be supported, and further it is possible the project may need to be phased to achieve funding and scope requirements.

1. NLPS Fleet EV Infrastructure Upgrade – The Board is continuing to support Carbon reduction by replacing busses (yellow fleet), 9 to date, and Trades/general purpose vehicles (white fleet), 6 to date, with electric vehicles. Both electrical distribution systems for the Facilities compound are now at capacity and cannot be expanded to include any new charging stations. An Electrical Consultant was retained to do a preliminary design and cost estimate. The phase one requirements for upgrade would allow capacity for the estimated number of EV's over the next 5 years. Fleet EV purchases (based on BC Hydro Fleet ready plan and MOECC guidelines) are estimated to be up to 7 Yellow and 5 White fleets.
2. Ecole North Oyster (ENO) HVAC - Upgrade one end-of-life atmospheric boiler, controls, coils in air-handling units and add ASHP with oil/propane backup. This replaces aging infrastructure, increases efficiency, reduces GHG and maintenance. Engineering feasibility study is required to review options to replace oil-system and consideration for a phase 2 ASHP addition. It would be optimal to complete this work during the seismic upgrade package but not required.
3. Pauline Haarer HVAC - Upgrade boilers and/or air handling units (AHU) – replaces aging infrastructure, increases efficiency, reduces GHG and Maintenance. Engineering feasibility study will review replacement options for AHUs and finalize the submission. Boilers and AHU's are at end of life therefore this upgrade provide GHG as well as timely asset renewal.
4. LSS HVAC – Upgrade end-of-life atmospheric boilers and controls. This replaces aging infrastructure, increases efficiency, reduces GHG and maintenance. Engineering feasibility study is required to review options.
5. Chase River Boilers - Upgrade end-of-life atmospheric boilers and controls This replaces aging infrastructure, increases efficiency, reduces GHG and maintenance. Engineering feasibility study is required to review options. Consideration for a phase 2 ASHP based on feasibility study.

## **PEP | Playground Equipment Program**

Previous PEP projects supported and completed include Chase River, Gabriola, Georgia Avenue, Quarterway and Cilaire. Staff are currently working on the recently approved project at Mountain View. Given the size of the district and funding levels, Ministry staff have indicated that staff could reasonably expect two PEP projects every 3 years. This year Departure Bay was added to the list as priority #3 due to its wooden construction and maintenance issues.

1. Fairview
2. Uplands
3. Departure Bay

## BUS | Bus Replacement Program

School District #68 Nanaimo Ladysmith does not have a bussing request for this captial cycle. The district had one buss replacement request for the 24/25 capital plan which was not supported in the capital plan announcement letter in March of 2024.

On May 24<sup>th</sup>, however, ministry staff notified via email:

*“Your school district had submitted the following request to the BUS on September 30, 2023 (see below), and I would like to confirm that we will be amending your Capital Plan Response Letter (CPRL) and Annual Programs Funding Agreement (APFA) next week and email it to you approving this bus.*

*“and further that*

*“...your school district is eligible for supplementary funding through the federal Zero Emission Transit Fund (ZETF) for the additional electric school bus, and the Ministry would cover off the remaining costs so there would be no out-of-pocket expense to your school district. “*

BUS					
SD Category Rank	Project Number	Facility/Site	Project Type	Project Description	Ministry Review Status
1	162955	Transportation	New (BUS)	NLPS requests a Type “C” school bus as an addition to fleet. With infrastructure in place to accommodate electrification of our buses it would be beneficial to add this bus with an electric version allowing for reduced maintenance costs and benefits from fuel savings. Our current charging infrastructure can accommodate 10 buses and only 9 have been purchased so far. We would like to add this bus while additional supplemental funding for EV is still available.	Not Supported
Submission Category Total:					\$149,662

NLPS plans to request a Type “C” school bus as an addition to fleet. With infrastructure in place to accommodate the electrification of our buses it would be beneficial to add this bus with an electric version allowing for reduced maintenance costs and benefits from fuel savings. Our current charging infrastructure can accommodate 10 buses and only 9 have been approved or purchased to date. This bus would be our 10<sup>th</sup>.

## FIP | School Food Infrastructure Program

This is the second year of this newer program for which MECC staff have advised that there is \$5M provincially to allocate. NLPS has been awarded a total of 135K from two previous intakes which has been utilized to facilitate the Feeding Futures food program being operated by NLSF at Woodlands. The funding has been used to make alterations to space to increase the capacity of the program and minimize food preparation in elementary schools.

Intake submission date has been indicated as October 1, 2024 to coincide with the Minor Capital Submission

The intake guidelines indicate that at least one project in the value of approximately 100K be included in this year’s submission. MECC indicates that equipment which enables or supports basic food delivery programs is a priority. Staff have been assembling a bundled project list to meet this requirement. This bundle consists of equipment needs from various school, elementary and secondary, which is required to improve or continue their food programs. As priorities are assessed and considered for the bundled list, other projects may be isolated and assembled for additional asks as seen important by staff. At the time of the report the work on reviewing requests and prioritizing needs is ongoing.

## Reference

Appendix A: Ministry Response to the Annual Five-Year Capital Plan Submission for 2024/25 - March 15, 2024

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

DATE: June 26, 2024  
TO: Board of Education  
FROM: Mark Walsh, Secretary-Treasurer  
SUBJECT: By-Election

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**Recommendation**

***That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) appoint Secretary-Treasurer Mark Walsh as the Chief Electoral Officer pursuant to Section 36(3)(a) to organize and implement a by-election created by the resignation of Trustee McKay and notify the Minister of Education and Child Care as required by Section 36(3)(c).***

**Background**

On May 31, 2024, Trustee McKay provided her resignation to the Secretary-Treasurer pursuant to section 51 of the *School Act* (the “Act”). This Information Sheet will highlight the options for the Board to consider in determining its next steps.

**Discussion**

***Is an Election Required?***

The simple answer to this question is yes, a by-election is required.

Upon receipt of Trustee McKay’s resignation, the requirements of the *School Act*, and more particularly, section 36 and 37, are engaged. Section 36 (1) provide that an election must be held to fill a vacancy in a number of circumstances including when a trustee resigns pursuant to section 51 – which occurred in the current circumstance.

***What are the next steps?***

Given the geographic diversity of the District (e.g. it has multiple municipal jurisdictions in addition to multiple regional districts, the Board is directly responsible for the election (section 37(3)). Pursuant to section 36(3) the Board is required to appoint a Chief Electoral Officer within 30 days of May 31, 2024. Following the appointment, the Chief Electoral Officer must hold an election with 80 days of the appointment. The election would follow the requirements of Part 3 of the *Local Government Act*.

In the event that the Board moves forward with appointing a Chief Electoral Officer (likely the Secretary-Treasurer), the following steps would be undertaken:

1. The Chief Electoral Officer would notify the BC Chief Electoral Officer of the election (section 36(3.2));
2. A date would be set for the by-election that would occur within 80 days of the appointment, section 36(4);
3. Notice of the Nomination Period would be provided;
4. The Nomination would open;
5. An information meeting would be set for interested candidates to learn about the position and the requirements of the election;
6. The election occurs including two opportunities for pre-voting (unless the Board sought approval for less than two). The election date would likely be September 14.
7. The elected trustee would be sworn in at the September Board meeting.

***What is the timing of the election?***

If the Board appoints the Chief Electoral Officer on June 26, 2024 it is anticipated that the voting day would be September 14, 2024 with one or potentially two advance opportunities one of which would be 10 days in advance of the vote.

***What are the costs?***

The last by-election cost \$44,500. We anticipate a similar cost for this election dependent the numbers of polling stations, advance voting options etc. Please note that the costs do not include the costs of District staff including the Secretary-Treasurer and Manager of Administrative Services.

We note that the Secretary-Treasurer is not required to be the Chief Electoral Officer, but staff do not have an alternative recommendation at this time. We note that the Chief Electoral Officer is able to appoint deputies and we also anticipate hiring external assistance to ensure compliance with election rules as well as smooth electoral process.



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

DATE: June 26, 2024  
TO: Board of Education  
FROM: Mark Walsh, Secretary-Treasurer  
SUBJECT: License of Use and Occupation of Extension School Board Lands for Community Use

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**Recommendations:**

***That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) approve the Licence of Use and Occupation for Regional District of Nanaimo for the use of Extension School parcels for community use subject to final execution by Secretary-Treasurer.***

**Reference:**

- Licence of Use and Occupation Extension School Board Lands for Community Use
- Schedule A - SD68 Extension School Property maps
- Schedule B – Extension Community Park - Draft Concept Plan
- Schedule C – Repair and Maintenance

**Discussion:**

The RDN previously held a rental agreement, commencing on or about 2007, for the use of the closed site for community recreation purposes. During that time the RDN had considered expanding its use to include the building, unfortunately those plans did not come to fruition. During that period the district applied for and received funding to demolish the dilapidated facility and ensure the lands were free of hazards and contaminants.

After demolition was completed, the District re-evaluated the need for the land as part of a comprehensive review which included projected area population increases and the future need for land for school purposes. The review has concluded that, long term, it is premature for the District to abandon this property. While construction of a school is not anticipated in the short term, interim use of the land through the Board's authorization to the RDN and/or the Extension Recreation Society for recreation use, involving participation to a large extent of students, is anticipated.

The attached agreement includes a map of the property indicating both the parcels with subject to a crown reverter and the parcel owned outright by the board. All lands comprising the Extension "school" site are included in the agreement.

Further the agreement includes a concept for the RDNs use of the property.



The agreement for 10 years less 2 days anticipates and 'expressly permits the Licensee may enter into an agreement with Extension and District Recreation Commission (the "**Commission**"), for the operation of the Lands or a portion of the Lands in accordance with the terms of this License.'

This agreement would see the RDN acting as steward of the land minimizing the districts costs/efforts maintain the lands and provide use for community recreation purposes for the short and medium term.



## LICENCE OF USE AND OCCUPATION EXTENSION SCHOOL BOARD LANDS FOR COMMUNITY USE

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2024

**BETWEEN:**

The Board of Education of  
School District No. 68 (Nanaimo-Ladysmith)  
395 Wakesiah Avenue  
Nanaimo, BC  
V9R 3K6  
(the **"School District"**)

OF THE FIRST PART

**AND:**

Regional District of Nanaimo  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2  
(the **"Licensee"**)

OF THE SECOND PART

**WHEREAS:**

- A. SCHOOL DISTRICT is the registered owner in fee simple of lands located in the Regional District of Nanaimo, with a civic address of 2120 Ryder Street legally described as:

Parcel Identifiers: 008-569-622, 008-569-631, 008-689-628, 008-689-652, 008-689-679,  
008-689-733, 008-689-784, 008-689-806, 008-689-831, 008-696-802

Legal Description: LOTS 1, 2, BLOCK 7, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 719;

LOTS 1, 2, 3, 4, 5, 6, 7, BLOCK 1, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716;

LOT 4A, BLOCK 6, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716;

(the **"Lands"**);

- B. SCHOOL DISTRICT has re-evaluated the need for the land as part of a comprehensive review which included projected area population increases and the future need for land for school purposes. The review has concluded that, long term, it is premature for SCHOOL DISTRICT to

abandon this property. While construction of a school is not anticipated in the short term, interim use of the land through SCHOOL DISTRICT authorization to the LICENSEE and/or the Extension and District Recreation Commission for recreation use, involving participation to a large extent of students, is anticipated;

- C. the Crown grants specify use of the lands in trust for school purposes and broad implications of the trust would include long range planning;
- D. SCHOOL DISTRICT feels it is premature to declare such lands surplus to the Ministry of Education and Child Care;
- E. the LICENSEE has expressed an interest in utilizing the property in the short and medium term for community recreation purposes and that, the LICENSEE will act as steward of the land minimizing the district cost of holding the property;
- F. the parties agree that the Lands should be made available for community use, including that the Licensee will:
  - a) maintain in good condition the Lands so that the Lands may be used for the benefit of the community during Term of this License, ensuring that at the expiry of this and future agreements the Lands will be returned to the School District in good serviceable condition;
  - b) operate the Lands as a Regional District of Nanaimo Electoral Area C Extension Community Park; and
  - c) may elect to sublet the Lands to the community as it sees fit.
- G. The Licensee wishes to be granted a licence of use and occupation (this "Licence") to have access to, maintain any recreational improvements to be constructed upon and have enjoyment of the Land as identified on the site plan attached hereto as Schedule "A" (the "Licence Area"), and the School District has agreed to grant the Licensee such Licence, on the terms and conditions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the licence fee to be paid by the Licensee to the School District and in consideration of the premises and covenants and agreements contained in this agreement (the "**Agreement**"), the School District and the Licensee covenant and agree with each other as follows:

## **1.0 RIGHT TO OCCUPY**

- 1.1 The School District, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee an exclusive right by way of licence for the Licensee, its agents, employees, and invitees to use the Licence Area for the benefit of the general public, including, without limitation, the improvement, alteration, construction,

operation and management of the Lands for a Regional District of Nanaimo Electoral Area C Extension Community Park, along with all incidental activities that may be associated with such uses, such as activities associated with community programming, sports and recreation, playgrounds, performing arts, public and community meeting spaces, health and wellness services, maintenance and repair of the Improvements and Lands, and any other activities that may be offered at similar community parks with comparable facilities (the "Permitted Uses").

1.2 For clarity, this Agreement does not grant any interest in the Land or the Licence Area to the Licensee.

1.3 Without limitation, the Licensee covenants and agrees to use the Licence Area in accordance with the activities described in paragraph G of the preamble to this Licence, including, without limitation, the improvement, alteration, construction, operation and management of the Lands for a Regional District of Nanaimo Electoral Area C Extension Community Park, along with all incidental activities that may be associated with such uses, such as activities associated with community programming, sports and recreation, playgrounds, performing arts, public and community meeting spaces, health and wellness services, maintenance and repair of the facility and Lands, and any other activities that may be offered at similar community parks with comparable facilities.

## **2.0 RESERVATION OF RIGHTS**

2.1 The School District hereby reserves to itself from the grant and the covenants made by it to the Licensee under Section 1.0 above the right for the School District, its agents, employees, contractors, subcontractors, representatives, invitees, successors and assigns to have full, complete and unrestricted access to the Licence Area at all times as determined in the sole discretion of the School District.

## **3.0 LICENCE FEE**

3.1 In consideration of the right to use granted under this Agreement the Licensee shall pay to the School District \$1.00 for the Term (the "**Licence Fee**").

## **4.0 TERM**

4.1 The term (the "**Term**") of the Licence granted under this Agreement shall be for a period of ten (10) years less two days, commencing on the 1<sup>st</sup> day of August, 2024 and expiring on the 29<sup>th</sup> day of July, 2034, unless earlier terminated pursuant to the terms and conditions of this Agreement.

4.2 Within the final year of the Term the parties intend to negotiate in good faith to extend or renew this Agreement.

## **5.0 TAXES**

5.1 The Licensee must pay all taxes, rates, duties, levies and assessments whatsoever, whether federal, provincial, municipal, that are assessed on the Land or otherwise charged to the Licensee or the School District in connection with the Land, in a proportionate share of the size of the Licence Area to the size of the Land, determined by the fraction where the numerator is

the area of the Licence Area and the denominator is the area of the Land, within 30 days of demand by the School District. Without in any way restricting the generality of the foregoing, the Licensee must pay to the School District, together with the Licensee's payment of the Licence Fee to the School District, all applicable taxes on the Licence Fee.

## **6.0 UTILITIES**

- 6.1 If applicable, the Licensee must install, at its sole cost and expense, separate utility meters at the Licence Area and pay for all utilities consumed on or at the Licence Area on or before the dates that such payments are due.

## **7.0 COVENANTS OF THE LICENSEE**

- 7.1. The Licensee covenants and agrees with the School District, where applicable, at its sole cost and expense:

- (a) only use the Lands for Permitted Uses as outlined in section 1.1;
- (b) pay the Licence Fee;
- (c) pay when due all taxes, rates, duties and assessments whatsoever, whether federal, municipal, provincial or otherwise, charged upon the Lands as a result of the Licensee's occupation of or use of the Lands;
- (d) pay as they become due all utility bills in respect of the Lands and charges for all utilities;
- (e) as the Lands are serviced by the South West Extension Waterworks District, the Licensee will be responsible for the timely payment of water bills for water usage on the Lands;
- (f) responsible for the installation of a partial perimeter fence of approximately 450 ft of treated wood post and wire lattice around those properties fronting developed roads in Area 2 Schedule "A", to the mutual agreement of both parties upon the termination of this Agreement;
- (g) make improvements on the Lands as outlined in the attached Schedule "B" (the "**Improvements**");
- (i) not to construct any other building, structure, or improvement on the Lands that is not identified in Schedule "B" nor alter the Improvements as constructed, without obtaining prior to any construction the written consent of the School District;
- (h) not commit or permit any waste or injury to the Lands, or commit or permit any conduct which impedes or, in the opinion of the School District acting reasonably, could constitute a nuisance to the School District, occupiers of any other premises adjoining or in the vicinity of the Lands or to the public generally;
- (i) not perform or permit to be performed any activities on the Lands which:

- (i) increase the hazard of fire or liability of any kind, over and above that of activities which are usually carried out at a community park; or
  - (ii) which invalidate any policy of insurance for the Lands held by either the School District or the Licensee;
- (j) comply with all applicable local government, provincial, and federal laws, bylaws, regulations, and requirements pertaining to the operation and use of the Lands;
- (k) comply with any notices or requirement of an association of fire insurance underwriters or agents, and comply with all notices issued by them that are served upon the Licensee or the School District;
- (l) provide a receptacle for garbage, and remove such garbage from the Lands at regular intervals;
- (m) keep lands clean and free from any debris, rubbish, leaves, all walks, passages, yards and alleys on or adjacent to the Lands;
- (n) cut the grass and maintain the landscaping on the Lands; and
- (o) at the expiration of the Term, leave the Lands in good condition.

## **8.0 SCHOOL DISTRICT COVENANTS**

- 8.1 The School District covenants and agrees that provided the Licensee pays the Licence Fee and performs its other covenants under this License, the Licensee shall and may peaceably possess and enjoy the Lands for the Term, without any interruption or disturbance from the School District.

## **9.0 SUBLETTING AND ASSIGNMENT**

- 9.1 The Licensee may sublet or license any portion of the Lands to any subtenant without the prior consent of the School District, provided that:
  - (a) The subtenant or licensee will use the Lands in a manner that is consistent with the Licensee's obligations under this Licence;
  - (b) The use of the Lands by the subtenant or sublicensee will not result in the Licensee being in breach of this License; and
  - (c) Upon request from the School District, the Licensee delivers such information as the School District may reasonably require respecting the subtenant or licensee, including the name, address and nature of the activities of the subtenant or licensee.

- 9.2. In no event shall the sublicense of the Lands release or relieve the Licensee from its obligations` to fully perform all the terms, covenants and conditions of this License, unless such release has been expressly sought by the Licensee and granted by the School District.
- 9.3. Without restricting the general permission granted in section 9.1, the School District expressly permits the Licensee may enter into an agreement with Extension and District Recreation Commission (the "**Commission**"), for the operation of the Lands or a portion of the Lands in accordance with the terms of this License. The terms of this agreement may assign any or all of the Licensee's obligations under this License to the Commission. This express permission is deemed to be consent given by the School District pursuant to section 9.2 of this License.

## **10.0 CONSTRUCTION**

- 10.1 The Licensee must not construct or place any buildings, structures or improvements on the Land, unless:
- (a) prior to such construction and/or placement, the Licensee has obtained the School District's approval in writing to the site plans, working drawings, plans, specifications, and elevations with respect to such construction and/or placement, not to be unreasonably withheld; and
  - (b) prior to such construction and/or placement, the Licensee has obtained all applicable municipal permits, approvals and authorizations from the local government authority having jurisdiction over the Land and the construction and/or placement of buildings, structures and improvements set out in such permits, approvals and authorizations, and the plans and specifications attached to them;
  - (c) during such construction and/or placement, the Licensee obtains all applicable inspections from the applicable local government authority, and carries out and completes its work in accordance with all applicable laws and bylaws;
  - (d) all such constructions and/or placements conform with all applicable provincial and federal standards and are in accordance with applicable provincial and federal laws and regulations; and
  - (e) promptly following completion of construction, the Licensee delivers a complete set of final as-built drawings of the works on the Licence Area to the School District.
- 10.2 The Licensee must not erect any signage at the Licence Area without first obtaining the prior written approval of the School District, acting reasonably. Notwithstanding, the foregoing in this Section 10.2, any of the Licensee's signage at the Licence Area must conform with all applicable laws, bylaws and regulations.
- 10.3 The Licensee must keep the Licence Area safe and secured and not permit public access to the Licence Area without first obtaining an occupancy certificate and/or unconditional final inspection approval, as applicable, from the applicable local government authority.

10.4 If the Licensee carries out construction of any buildings, structures or improvements on the Licence Area it must do so only at its sole cost and expense and must afterwards for the duration of the Term, at its sole cost and expense, maintain all such buildings, structures or improvements constructed or placed on the Licence Area in a first-class manner in accordance with the School District's requirements, acting reasonably.

10.5 The Licensee accepts the Licence Area in its "as is, where is" condition on the commencement date of the Term.

#### **11.0 INSPECTION**

11.1 The School District by its authorized representatives may enter the Licence Area at any time to inspect the Licence Area or anything thereon.

#### **12.0 INSURANCE**

12.1 The Licensee must take out and maintain during the Term a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Land by the Licensee in the amount of not less than five million dollars (\$5,000,000.00) inclusive per occurrence (or such greater amount as the School District may from time to time designate), adding the School District as an additional insured party thereto. Such insurance policy shall include a cross liability clause and a clause requiring the insurer to provide the School District thirty days prior written notice of material change or cancellation. The Licensee must provide the School District with evidence of such insurance in the form of a certificate of insurance prior to commencement of the agreement and on each renewal.

#### **13.0 WORKERS COMPENSATION**

13.1 The Licensee will register for and maintain workers compensation coverage in accordance with the Workers Compensation Act (British Columbia) (the "**Workers Compensation Act**"), including, if applicable, Personal Optional Protection coverage, during the Term of the Licence and during any period of construction in the Licence Area during the Term and will provide proof of coverage to the School District upon the request of the School District.

13.2 The Licensee alone will at all times be responsible for the safety of its employees while on the Licence Area and for the safety, adequacy, efficiency and sufficiency of its machines, apparatus and equipment. All work in the Licence Area must comply with all applicable regulations, policies, orders and directives of the Workers Compensation Board of British Columbia.

13.3 The Licensee agrees with the School District that for the Term of the Licence granted herein the Licensee will be the "prime contractor" as defined in the Workers Compensation Act with respect to the Licence Area and any portion of the Land occupied by the Licensee for the purposes of completing the Licensee's work in the Licence Area.

13.4 The Licensee will indemnify the School District for any costs, fines, expenses and penalties that the School District is required to pay as a result of or arising from the Licensee's activities in the

Licence Area which are in breach of the Workers Compensation Act or any regulation, order or directive under the Workers Compensation Act.

#### **14.0 NOTICE OF INJURY OR ACCIDENT**

- 14.1 The Licensee must provide the School District with prompt written notice of any injury or accident occurring in or near the Licence Area, and where reasonable take immediate steps to secure the area and mitigate the risk of any further injury or accident re-occurring, all to the satisfaction of the School District, acting reasonably.

#### **15.0 INDEMNIFICATION**

- 15.1 The Licensee will indemnify the School District and save its elected officials, appointed officers, employees, representatives, agents, successors and assigns harmless from and against any actions or causes of action, claims, lawsuits, damages, costs, loss or expenses of whatever kind which such indemnified parties may sustain, incur or be put to by reason of or arising out of this Licence, or the use of the Licence Area by under this Agreement, or any breach by the Licensee of any of the obligations imposed under this Agreement.
- 15.2 The Licensee hereby releases and forever discharges the School District and its elected officials, appointed officers, employees, representatives, agents, successors and assigns from any and all claims, demands, actions, suits or other proceedings which the Licensee may have in any matter whatsoever with respect to the Licence Area, including any claims or demands for loss of or damage to machines or equipment brought onto the Licence Area or injuries or death to persons on the Licence Area, pursuant to this Licence, except only to the extent that such loss, damage, injury or death is caused by the negligence of the School District. This release will survive the expiry or earlier termination of this Agreement.
- 15.3 Except to the extent attributable to the negligence of the School District or those for whom it is responsible in law, the School District will not be liable for any personal injury, death, or property loss or damage sustained by the Licensee, or its employees, agents, representatives, or invitees that arises out of the School District's use of the Licence Area under this Agreement, and the Licensee hereby releases the School District and its elected officials, appointed officers, employees, representatives, agents, successors and assigns from all claims for damages or other expenses arising out of such personal injury, death or property loss or damage and will indemnify and hold harmless the School District and its elected officials, appointed officers, employees, representatives, agents, successors and assigns against all actions or liabilities arising out of such personal injury, death or property damage or loss.
- 15.4 Without limiting any other provision of this Licence, the Licensee acknowledges and agrees that it will be solely responsible, at its own cost and expense, for all maintenance work on the Licence Area during the Term and for repairing any and all damage to the Licence Area and the works, buildings and improvements thereon. If the Licensee fails to carry out maintenance or repair, then the School District may elect to conduct such maintenance or repair and will be entitled to recover from the Licensee all costs incurred in completing such repairs, plus an administrative fee of 15% of the cost of such maintenance or repairs. The Licensee will pay to the School District the cost of such maintenance or repairs together with such administrative fee forthwith upon demand by the School District.



- 15.5 Each party shall forthwith, upon receiving any notice of any suit brought against it in connection with the Licence Area, deliver to the other full particulars thereof and render all reasonable assistance requested by the other in defense thereof.

## 16.0 BUILDERS LIENS

- 16.1 The Licensee must indemnify and save harmless the School District from and against any builder's liens on the Land that pertain to the Licensee's work on or at the Licence Area and any all costs and expenses associated therewith and must upon the request of the School District immediately cause any registered lien pertaining to work on or at the Licence Area to be discharged from title to the Land.

## 17.0 NOTICES

- 17.1 (a) Each notice ("**Notice**") sent pursuant to this Agreement shall be in writing and shall be sent to the relevant party at the relevant address, facsimile number or e-mail address set out below. Each Notice may be sent by registered mail, by commercial courier, by facsimile transmission, or by electronic mail.

(b) The Contact information for the parties is:

The Board of Education of School District No 68 (Nanaimo-Ladysmith)	Regional District of Nanaimo
395 Wakesiah Avenue Nanaimo, BC V9R 3K6	6300 Hammond Bay Road Nanaimo, BC V9T 6N2
Ph: (250)754-5521 Fax: (250)741-5248	Ph: (250)390-4111 Fax: (250)390-4163
ATTN: Secretary – Treasurer	ATTN: General Manager Recreation and Parks

- (c) Each Notice sent by electronic mail ("**E-Mail Notice**") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.

- (d) Subject to section 17.1 (a) through (g) each Notice shall be deemed to have been given or made at the following times:

- i. If delivered to the address (including by commercial courier), on the day the Notice is delivered;
  - ii. If sent by registered mail, seven (7) days following the date of such mailing by sender;
  - iii. If sent by facsimile transmission, on the date the Notice is sent by facsimile transmission; or
  - iv. If sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.
- (e) If a Notice is delivered, sent by facsimile transmission or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is a Saturday or Sunday or statutory holiday in the Province of British Columbia, then the Notice shall be deemed to have been given or made on the next business day (being the next day that is not a Saturday or Sunday or statutory holiday in the Province of British Columbia).
- (f) Notice given by facsimile transmission in accordance with the terms of this section 17.1 will only be deemed to be received by the recipient if the sender's facsimile machine generates written confirmation indicating that the facsimile transmission was sent.
- (g) If Canada Post mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.
- (h) Each party shall provide Notice to the other party of any change of address, facsimile number, or e-mail address of such party promptly following such change.

## **18.0 TERMINATION**

- 18.1 If the Licensee is in default on the payment of the Licence Fee, or the payment of any other sum payable by the Licensee under this Agreement, or is in breach of any term of this Agreement, and if the default continues after the giving of thirty days' written notice of such default in writing by the School District to the Licensee, then the School District may terminate this Agreement and the rights of the Licensee with respect to the Licence Area will upon such termination lapse and are absolutely forfeited.
- 18.2 The School District may terminate this agreement if the Licensee, its agents, employees, contractors, subcontractors, representatives, or invitees are found to be purposely in breach of the Licensee's responsibilities under section 22 which has resulted in contamination of the Lands.

- 18.3 Either party shall be entitled to terminate this Agreement at any time on not less than six (6) months' prior notice to the other party.

#### **19.0 FIXTURES**

- 19.1 Unless the Licensee, upon notice from the School District removes them, all improvements constructed on the School District's lands by the Licensee shall at the termination of the Agreement become the sole property of the School District at no cost to the School District.

#### **20.0 FORFEITURE**

- 20.1 The School District, by waiving or neglecting to enforce its right to forfeiture under this Agreement, does not waive the School District's rights under this Agreement with respect to any subsequent breach by the Licensee of any provision of this Agreement.

#### **21.0 REPAIRS AND MAINTENANCE**

- 21.1 The Licensee must, at its sole cost and expense, repair and maintain the Licence Area to a good standard of repair and cleanliness and, without limiting the foregoing:

- (a) in accordance with Section 7.1 and Schedule "C" to this Agreement; and
- (b) in compliance with all applicable fire, health, safety, governmental or other regulatory authority requirements.

- 21.2 (a) If the Licensee fails to repair or maintain the Licence Area in accordance with this Agreement, the School District may, by its agents, representatives, employees or contractors make the required repairs or do the required maintenance and the cost of the repairs or maintenance is a debt due from the Licensee to the School District, together with a 15% administrative fee on such cost.
- (b) In making the repairs or doing the maintenance, the School District may bring and leave upon the Licence Area the necessary materials, tools and equipment and the School District is not liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the School District effecting the repairs or maintenance.

#### **22.0 ENVIRONMENTAL MATTERS**

- 22.1 For the purposes of Section 22.2 to 22.4 below:

- (a) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, regulated under Environmental Laws; and

- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Licence Area now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

22.2 The Licensee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Licence Area for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the School District, which consent may be arbitrarily and unreasonably withheld;
- (b) the Licensee must not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on or to the Licence Area or any trees, bush or vegetation on the Licence Area any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Licence Area or any water on the Licence Area;
- (c) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Licence Area;
- (d) to promptly provide to the School District a copy of any environmental site assessment, audit, report, or test results relating to the Licence Area conducted by or for the Licensee at any time;
- (e) to maintain all environmental site assessments, audits, reports, and test results relating to the Licence Area in strict confidence and not to disclose their terms or existence to any third party (including without limitation any governmental authority) except as required by law, to the Licensee's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the School District, which consent may be arbitrarily and unreasonably withheld;
- (f) to promptly notify the School District in writing of any release of a Contaminant or any other occurrence or condition at the Licence Area or any adjacent property which could contaminate the Licence Area or subject the School District or the Licensee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (g) on the expiry or earlier termination of this Agreement, or at any time if requested by the School District or required by any governmental authority under Environmental Laws, to remove from the Licence Area all Contaminants, and to remediate by removal any contamination of the Licence Area or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Licence Area by the Licensee, or its employees, agents, representatives, invitees, or those doing business with the Licensee, or any person for whom the Licensee is in law responsible. The Licensee shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Licensee, notwithstanding any rule of law or

other provision of this Agreement to the contrary and notwithstanding the degree of their affixation to the Licence Area; and

(h) to indemnify and save harmless the School District and its elected officials, appointed officers, employees, agents, representatives, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Licence Area and any adjacent property) arising from or in connection with:

- (i) any breach of or non-compliance with the provisions of this Section 22.2 by the Licensee; or
- (ii) any release or alleged release of any Contaminants at or from the Licence Area related to or as a result of the Licensee's use and occupation of the Licence Area.

22.3 The obligations of the Licensee under Section 22.2 above shall survive the expiry or early termination of this Agreement.

#### 22.4 Pre-Existing Contamination

22.4.1 The School District assumes and is solely responsible for, and releases the Licensee (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs, as defined in the *Environmental Management Act*, the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties occurring, incurred, accrued or caused before, on or after the date the Licensee commences occupation of the Licence Area arising out of or in any way related to Contaminants in, on, under or migrating to or from the Licence Area up to the date the Licensee commences occupation of the Licence Area, and any mandatory or voluntary remediation, mitigation or removal of any such Contaminants;

22.4.2 the School District will indemnify and save harmless the Licensee (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs, as defined in the *Environmental Management Act*, the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties occurring, incurred, accrued or caused before, on or after the date the Licensee commences occupation of the Licence Area, which the Licensee, or its elected or appointed officials, employees, contractors or agents, may suffer, incur, be subject to or liable for, whether brought against any one or more of them by the School District or any other person, or any government authority or agency, arising out of or in any way related to or in connection with the Licensee's use of the Licence Area, including the presence of Contaminants in, on, under or migrating to or from the Licence Area on the date the Licensee commences occupation

of the Licence Area, and any mandatory or voluntary remediation, mitigation or removal of any such Contaminants; and

- 22.4.3 without limiting the rest of this section 22.4, for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act*, including and after the date the Licensee commences occupation of the Licence Area, the School District will be, as between the School District and the Licensee, solely responsible for the costs of any mandatory or voluntary remediation of the Licence Area under that Act with respect to Contaminants in, on, under or migrating to or from the Licence Area on the date the Licensee commences occupation of the Licence Area and this binds the School District with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act.

## **23.0 REMEDIAL ACTION**

- 23.1 (a) If the Licensee fails to do anything required of the Licensee under this Agreement, (the "Licensee Requirement") the School District may fulfill or complete the Licensee Requirement at the cost of the Licensee and may, if necessary, by its agents, officers, employees or contractors enter onto the Land to fulfill and complete all or part of the Licensee Requirement as the School District determines in its sole discretion.
- (b) The Licensee releases the School District, its elected officials, appointed officers, employees, representatives, agents, successors and assigns from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of an act of the School District under this section or Section 22.0 except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the gross negligence of the School District, its elected officials and appointed officers, employees, agents, representatives or contractors.

## **24.0 CLEAN UP**

- 24.1 At the discretion of the School District, at the end of the Term, the Licensee must clean up the Licence Area and restore the surface of the Licence Area as reasonably as may be possible to the condition of the Licence Area prior to the commencement of the Term of this Agreement.

## **25.0 REGULATIONS**

- 25.1 The Licensee must comply promptly at its own cost and expense with the legal requirements of all authorities with jurisdiction over the Lands and/or the Licensee, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the School District or the Licensee.

## **26.0 NO COMPENSATION**

- 26.1 The Licensee is not entitled to compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the Licence or the loss of

the Licensee's interest in any building, structure or improvement built or placed on the Licence Area.

## **27.0 MISCELLANEOUS**

- 27.1 (a) The Licensee covenants with and represents to the School District that the execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, if any, have been duly and validly authorized by all necessary governmental and/or statutory action of the Licensee, and this Agreement constitutes a legal, valid and binding obligation of the Licensee, enforceable against the Licensee in accordance with its terms.
- (b) In consideration of being granted access to and use of the Licence Area, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (c) Waiver of any default by a party is not a waiver of any subsequent default.
- (d) This Licence is personal to the Licensee and the Licensee may not assign its interest to any other person without the written consent of the School District, which consent may be withheld by the School District in its sole discretion.

## **30.0 INTERPRETATION**

- 30.1 (a) That when the singular or neuter are used in this Agreement, they include the plural or the feminine or the masculine or the body politic or corporate or statutory where the context or the parties.
- (b) The headings to the sections in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement must ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assignees.
- (d) This Agreement must be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.
- (f) A provision in this Agreement granting the School District a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the School District in its sole discretion.
- (g) This is the entire agreement between the parties with respect to the Licence granted herein.

- (h) Time is of the essence of this Agreement.
- (i) No amendments to this Agreement will be binding on the parties unless mutually agreed by the parties, made in writing and executed by the signing authority for each party.
- (j) Each of the parties, and each person acting for either of them in doing any act or making any determination under this Agreement, will act reasonably, in good faith and in accordance with commercially reasonable standards.
- (k) If the parties have any dispute with respect to any issue in this Agreement, such dispute shall be determined by the arbitration of one arbitrator (to be selected by mutual agreement of the School District and the Licensee under the Commercial Arbitration Act (British Columbia) and amendments thereto, or any like statute in effect from time to time, and the decision of such arbitrator will be final and binding upon the parties. The cost of such arbitration will be awarded in the arbitrator's discretion. Except as otherwise provided for herein, the provisions of the Commercial Arbitration Act (British Columbia) will apply.
- (l) This Agreement may be executed in counterparts, with the same effect as if the parties had signed the same document. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date set forth above. In addition, this Agreement may be executed by the parties and delivered by facsimile or other electronic transmission and if so executed and delivered this Agreement will be for all purposes as effective as if the parties had delivered an originally executed Agreement.



**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**THE BOARD OF EDUCATION OF** )  
**SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)** )

By its authorized signatories: )  
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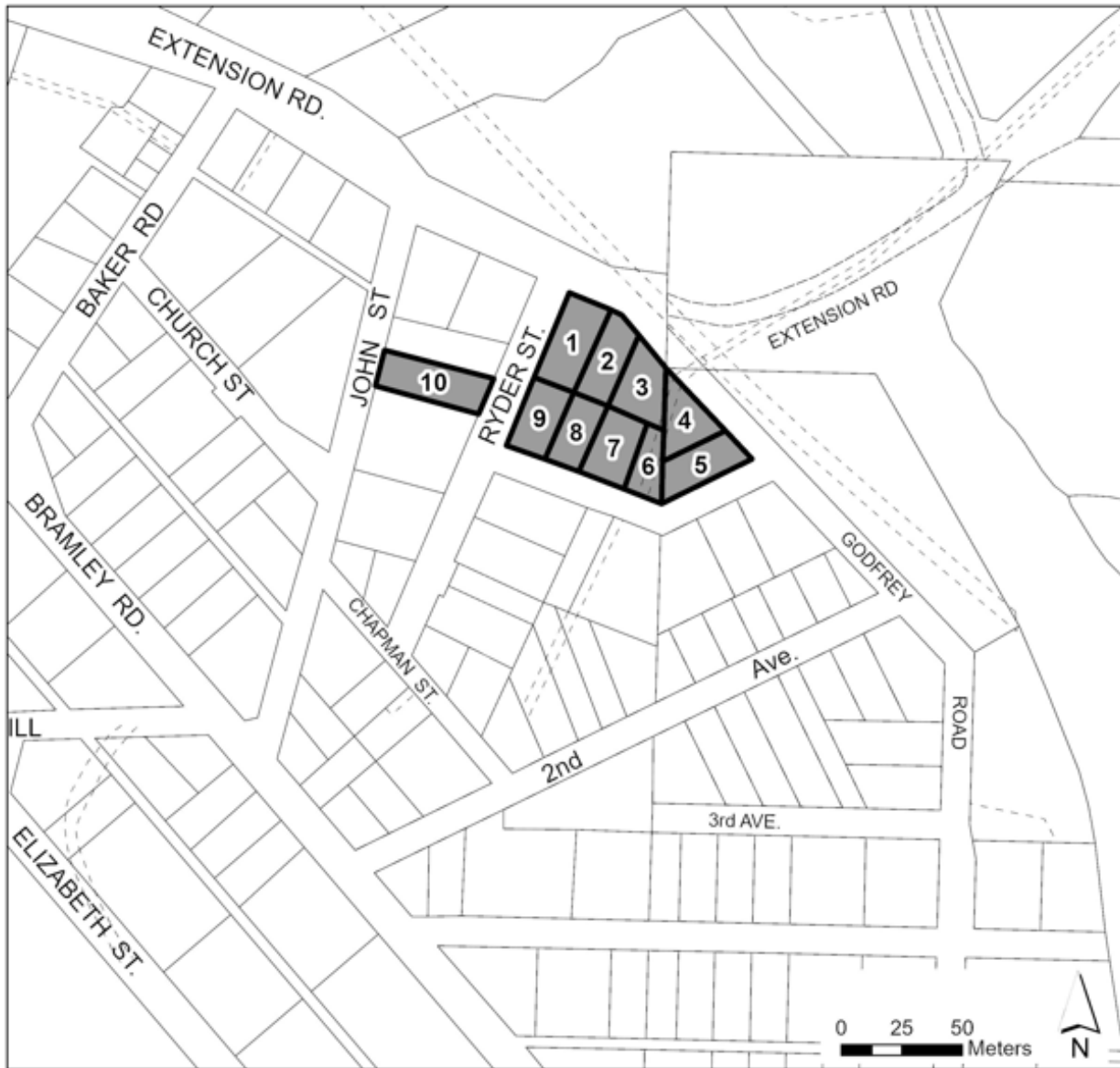
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**REGIONAL DISTRICT OF NANAIMO** )  
By its authorized signatories: )  
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# SCHEDULE "A" Licence Area



Subject Properties:

LOT ID	PID	LEGAL DESCRIPTION
1	008689831	LOT 7, BLOCK 1, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716
2	008689806	LOT 6, BLOCK 1, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716
3	008689784	LOT 5, BLOCK 1, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716
4	008569631	LOT 2, BLOCK 7, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 719
5	008569622	LOT 1, BLOCK 7, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 719
6	008689733	LOT 4, BLOCK 1, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716
7	008689679	LOT 3, BLOCK 1, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716
8	008689652	LOT 2, BLOCK 1, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716
9	008689628	LOT 1, BLOCK 1, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716
10	008696802	LOT 4A, BLOCK 6, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716

May 2024



Aerial map showing Licence Area in Red.

## EXTENSION PRIMARY

- 2120 & 2124 Ryder Street, Regional District of Nanaimo
- 1.05 acres total  
(Area 1 – 0.91 acres; Area 2 – 0.14 acres)
- Area 1 - SD 68 with Crown reverter on title,  
Area 2 - SD 68 outright (encumbered by water service ROW)

## Schedule “B” – Pre-approved Improvements

### Pre-approved Improvements

The School District and the Licensee agree that the following list is an example of pre-approved recreational improvements that are permitted under the Licence:

Softscape  
Benches  
Bicycle skills park  
Picnic tables/shelter  
Irrigation works  
Drinking fountain  
Covered gathering area  
Playground  
Multi Sport Court  
Parking Area  
Not limited to but including similar recreational furnishings as found on comparable Community Parks.

### Licence Area Concept Plan



## Potential Category “A” Projects

- ① **Multi-sport Court**
  - New 15x24m asphalt playing surface
  - Basketball hoops
  - Options for chain-link fencing or boarding
  - Alternate location shown as ⑩b
  - Benches included
- ② **Parking Area Expansion**
  - 90° gravel parking along Ryder Street (approx. 14 stalls)
  - Existing ditch filled / drained
  - Split-rail fence separation
- ③ **Covered Picnic Area**
  - 9x6m timber covered shelter
  - Located with views to multi-sport court and playground (preferred location requires relocation of swings)
  - 4 picnic tables
- ④ **Equipment Shed**
  - 5x5m cinder block building to store mowing equipment and hand tools
  - Electrical connection
- ⑤ **Open Space Upgrades**
  - Remnant concrete and gravel removed
  - Lawn seeding
  - Potential for overflow or future parking

## Potential Category “B” Projects

- ⑥ **Bike Skills Area**
  - Select tree and brush clearing to remove invasive species and hazard trees (healthy trees and shrubs to remain)
  - Bike track and features
  - Reseeding and naturalization of cleared area
  - Ongoing maintenance of invasive species
- ⑦ **Playing Field Infield Updates**
  - Softball infield reskinned and upgraded
  - Dugouts upgraded and backstop repaired
- ⑧ **Playing Field Grass Updates**
  - Grass field upgraded to sand base with drainage
  - Irrigation installed
  - Spectator bleachers added
- ⑨ **Trails Network**
  - 2m wide continuous asphalt surface
  - Gravel as cost-savings option
  - Three potential phases:
    - ⑨a Main park loop
    - ⑨b John Street connection
    - ⑨c Lower loop
  - Select brush clearing as needed
  - Benches at intervals (potentially using bench dedication program)
- ⑩ **Playground Expansion**
  - Relocated swings
  - Potential future tot-lot equipment
- ⑪ **Tennis Court Decommissioning**
  - Decommissioning of former tennis court and part of parking area and lawn seeding
  - Long-term potential for area to accommodate future community hall
- ⑫ **Waste Management**
  - Waste receptacle near proposed picnic area
  - Ongoing maintenance required
- ⑬ **Shade Tree Planting (throughout park)**
  - New trees added at key locations
  - Potential to utilize tree dedication program

## **SCHEDULE "C"**

### **Repair and Maintenance**

1. Without limitation to the Licensee's obligations under this Agreement to repair and maintain the Licence Area and the buildings, structures and/or improvements thereon, the Licensee must ensure that the Licence Area is repaired and maintained as follows:
  - a) Garbage is picked up and removed from the site at least weekly.
  - b) Lawns, landscaping and plant material are maintained, cut, pruned and weeded at least monthly.
  - c) Facility inspections for safety and repairs are carried out at least monthly, and repairs and/or maintenance work required as a result of such inspections are completed promptly thereafter.
  - d) Maintenance and repairs take place regularly and as required.
  - e) If the Licensee uses the Licence Area for a community event, cleanup of the Licence Area will be completed immediately following such event.



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

DATE: June 26, 2024  
TO: Board of Education  
FROM: Mark Walsh, Secretary-Treasurer  
SUBJECT: Amendment to Capital Plan Bylaw No. 2024/25-CPSD68-02

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**Recommendation:**

***That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) approve the amendment to Capital Bylaw No. 2024/25-CPSD68-01 to read Capital Bylaw No. Capital Bylaw No. 2023/24-CPSD68-02, reflecting the Ministry of Education and Child Care's amendment to the Annual Programs Funding Agreement.***

**Background:**

The Ministry of Education and Child Care has agreed to fund the purchase of a bus to provide, what is to the Ministry, a new route to service Qwam Qwum Stuwixwulh School (QQS). Currently the route is provided utilizing a bus owned by Snuneymuxw First Nation that the District operates and maintains.

Qwam Qwum Stuwixwulh School is located at 1390 Stuywut Street, Nanaimo, on the land of the Snuneymuxw First Nation. Co-governing with the Nanaimo-Ladysmith School District (NLPS), the school offers education for indigenous and non-indigenous students up to grade 7, who live throughout the school district area. NLPS has been providing bus transportation service to many of the students using district staff and utilizing a school bus that belongs to the Snuneymuxw First Nation.

As the existing bus is approaching replacement criteria the district requested a new bus for a 'new' route via the capital plan request process. This request was approved for the 24/25 capital plan year via a revised response letter attached and dated May 31, 2024. This new bus will now be owned by the District and will be eligible to be replaced in the future according to Ministry criteria.

The approval is for a Type "C" school bus. The ministry indicated that they approve the purchase of an Electric Buss at no additional cost to the board, meaning that rebates, grants and Ministry funding will cover all the costs. This bus will utilize the last charging port available in the yard and the board recently approved the capital plan to request an infrastructure upgrade to provide capacity for an additional 10 busses.

To obtain this funding the district must compete the Minor Capital Plan amendment process. The first step of this process was completed in April 2024, when the Board approved the amendments to the proposed five-year Minor Capital Plan for 24/25 submission. The Ministry has now provided us with an amended Capital Plan Response Letter and Annual Program Funding Agreement, copies of which are attached. The next step in this process is for the Board to approve the amendment to the Bylaw. Once approved by the Board, it will be forwarded to the Ministry for final approval and will allow the District to draw funds for incurred project expenses.

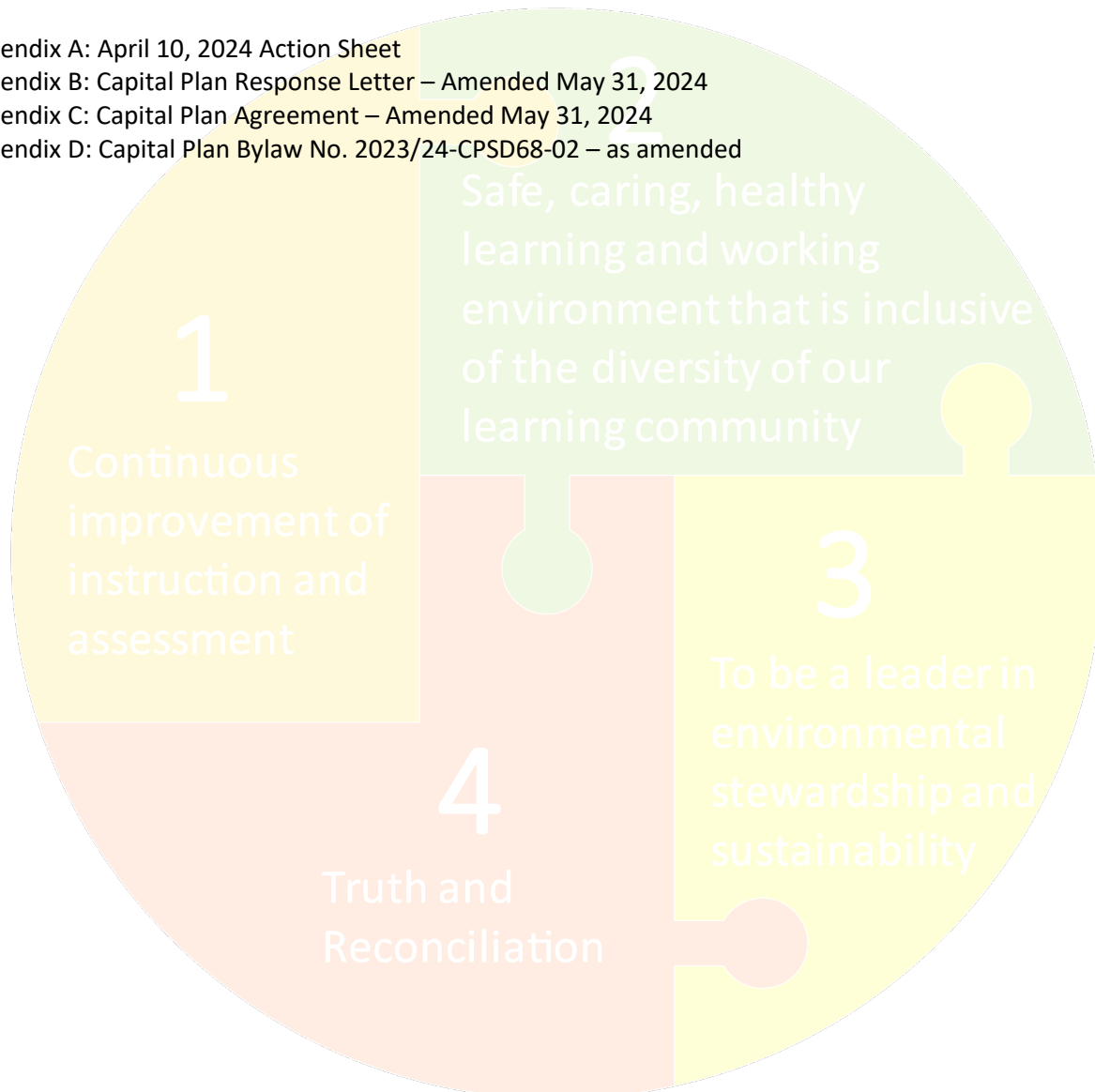
**Appendices:**

Appendix A: April 10, 2024 Action Sheet

Appendix B: Capital Plan Response Letter – Amended May 31, 2024

Appendix C: Capital Plan Agreement – Amended May 31, 2024

Appendix D: Capital Plan Bylaw No. 2023/24-CPSD68-02 – as amended







## NANAIMO LADYSMITH PUBLIC SCHOOLS

### BUSINESS COMMITTEE PUBLIC MEETING

#### ACTION SHEET

DATE: April 10, 2024  
 TO: Business Committee  
 FROM: Mark Walsh, Secretary-Treasurer  
 SUBJECT: Capital Plan Bylaw No. 2024/25-CPSD68-01

#### Recommendation:

***The Business Committee recommends that that Board of Education of School District No. 68 (Nanaimo-Ladysmith) give all three readings of the Capital Bylaw No. 2024/25-CPSD68-01 in one meeting and adopt Capital Plan Bylaw No. 2024/25-CPSD68-01.***

#### Background:

As the Board is aware, a capital bylaw is required under the School Act (S. 143). It is non-financial in nature and, only one bylaw is required for all capital projects approved by the Ministry. The bylaw once adopted by the Board, authorizes the Secretary Treasurer to execute project and funding agreements related to the expenditures contemplated by the underlying capital plan.

The Capital Planning cycle consists of:

1. The Capital Plan preparation process starts in the spring with major capital program submissions due June 30<sup>th</sup> and minor capital program submissions due September 30. During this period of time significant communication occurs between our Facilities department and Capital Branch staff at the Ministry of Education. The Ministry of Education and Child Care provided districts with a five-year Capital Plan intake spreadsheet and Capital Plan instructions in early spring.
2. The Capital Plan intake/submission process considers the following:

#### Minor Capital:

- a. School Enhancement (SEP)
- b. Carbon Neutral Capital (CNCP)
- c. Bus Acquisition (BUS)
- d. Playground Equipment (PEP)
- e. Building Envelope (BEP)
- f. Food Infrastructure Program (FIP)

#### Major Capital:

- a. Additions (EXP)
- b. New Schools
- c. Site Acquisitions (SAP)
- d. Replacements (REP)
- e. Demolitions (RDP)
- f. Seismic Mitigation (SMP)

3. Before submitting the 5-year Capital Plan for approval, a Board must approve the proposed Capital Plan for its school district by resolution. This resolution must be provided to the Ministry as part of the submission process. At this stage, a bylaw is not required. The Board approved the 2024/2025 plan in June 2023, and the Secretary-Treasurer signed the resolution.
4. Ministry staff spend the summer and fall reviewing all 60 school district submissions and they provide approval for school district plans in the spring, at around the same time as the new year in take process commences.

To date, the Board has:

1. Approved the 2024/2025 5-year Capital Plan submitted to the Ministry of Education and Child Care by resolution in June 2024.
2. Received the Response letter dated March 15, 2024, approving funded projects by the Ministry.

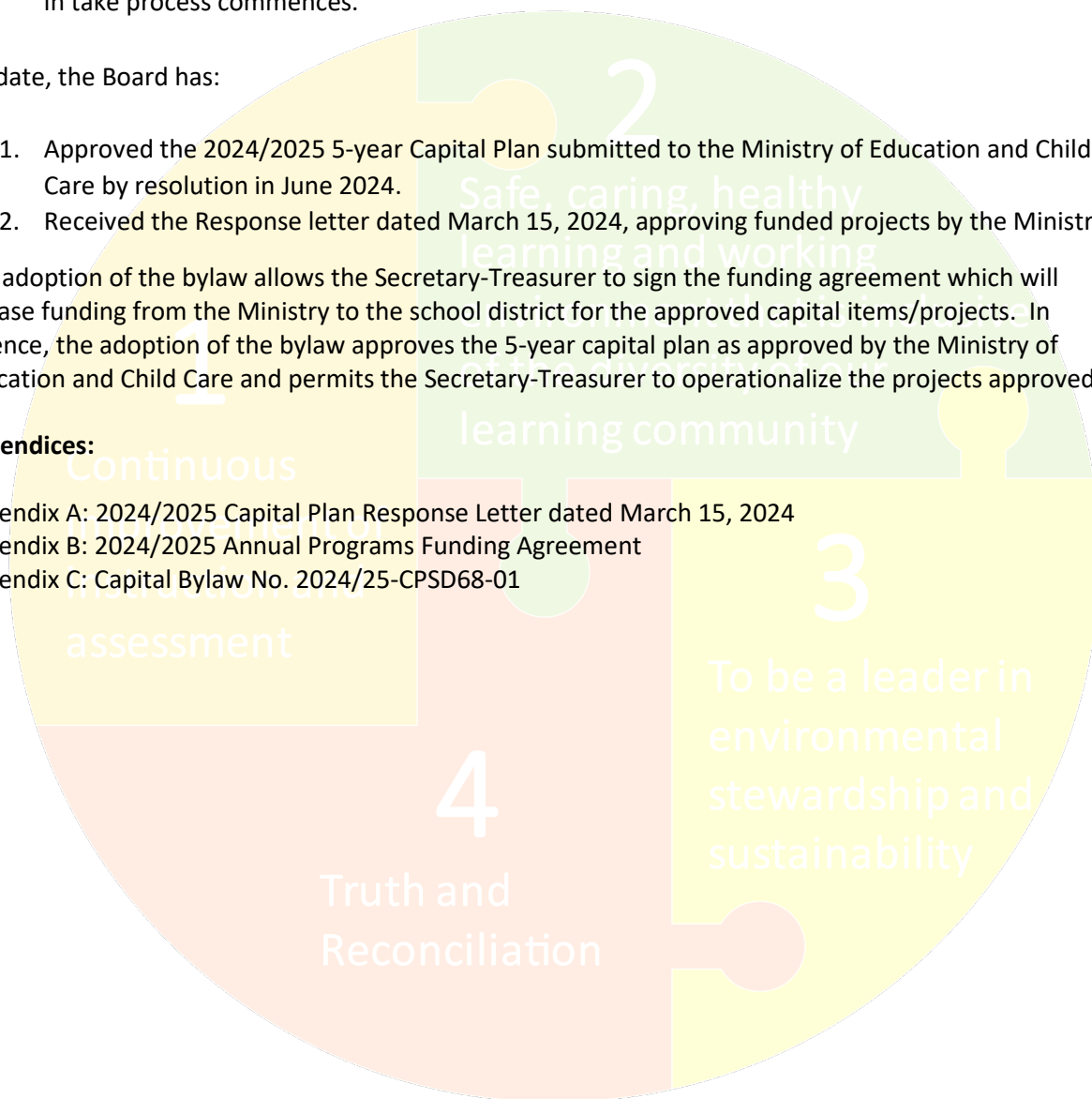
The adoption of the bylaw allows the Secretary-Treasurer to sign the funding agreement which will release funding from the Ministry to the school district for the approved capital items/projects. In essence, the adoption of the bylaw approves the 5-year capital plan as approved by the Ministry of Education and Child Care and permits the Secretary-Treasurer to operationalize the projects approved.

**Appendices:**

Appendix A: 2024/2025 Capital Plan Response Letter dated March 15, 2024

Appendix B: 2024/2025 Annual Programs Funding Agreement

Appendix C: Capital Bylaw No. 2024/25-CPSD68-01





May 31, 2024

Ref: 299569

To: Secretary-Treasurer and Superintendent  
School District No. 68 (Nanaimo-Ladysmith)

### **Capital Plan Bylaw No. 2024/25-CPSD68-02**

Re: Ministry Response to the Annual Five-Year Capital Plan Submission for 2024/25

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This letter is in response to your School District's 2024/25 Annual Five-Year Capital Plan submissions for Major Capital Programs and Minor Capital Programs and provides direction for advancing supported and approved capital projects. **Please see all bolded sections below for information.**

The Ministry has reviewed all 60 school districts' Annual Five-Year Capital Plan submissions for Major Capital Programs and Minor Capital Programs to determine priorities for available capital funding in the following programs:

- Seismic Mitigation Program (SMP)
- Expansion Program (EXP)
- Replacement Program (REP)
- Site Acquisition Program (SAP)
- Rural District Program (RDP)
- School Enhancement Program (SEP)
- Food Infrastructure Program (FIP)
- Carbon Neutral Capital Program (CNCP)
- Building Envelope Program (BEP)
- Playground Equipment Program (PEP)
- **Bus Acquisition Program (BUS)**

The following tables identify major capital projects that are supported to proceed to the next stage, if applicable, as well as minor capital projects that are approved for funding and can proceed to procurement.

### **Projects in Development from Previous Years**

Project #	Project Name	Project Type	Comments
154916	North Oyster Elementary	Seismic	Please submit Project Definition Report (PDR) to Ministry as soon as possible.
150074	Ladysmith Primary	Addition	Please submit PDR to Ministry as soon as possible.
150397	Ladysmith Intermediate	Seismic	Please submit PDR to Ministry as soon as possible.

Follow-up meetings will be scheduled by your respective Regional Director or Planning Officer regarding next steps. Also, note that Capital Project Funding Agreements (CPFA) are not issued for Major Capital Projects until after the Business Case and all other required supporting documentation is received, reviewed, and approved for funding by the Ministry.

NOTE: The Ministry encourages school districts to pursue simplified designs for new schools or expansion of existing schools. As projects proceed to Business Case, stakeholder engagement and design phases, please ensure simplified design parameters are considered as per the attached *Simplified Designs Guidelines*.

### **MINOR CAPITAL PROJECTS (SEP, FIP, CNCP, BEP, PEP, BUS)**

Below are tables for the minor capital projects that are approved. The table identifies School Enhancement Program (SEP), Food Infrastructure Program (FIP), Carbon Neutral Capital Program (CNCP), Building Envelope Program (BEP), Playground Equipment Program (PEP), as well as the Bus Acquisition Program (BUS), if applicable.

#### **New projects for SEP, FIP, CNCP, BEP, PEP**

Facility Name	Program Project Description	Amount Funded by Ministry	Next Steps & Timing
Rutherford Elementary	SEP - Interior Construction Upgrades	\$898,200	Proceed to design, tender & construction. To be completed by March 31, 2025.
John Barsby Community School	SEP - Interior Construction Upgrades	\$514,573	Proceed to design, tender & construction. To be completed by March 31, 2025.
Randerson Ridge Elementary	CNCP - HVAC Upgrades	\$678,000	Proceed to design, tender & construction. To be completed by March 31, 2025.

Mountain View Elementary	PEP - Accessible Playground Equipment	\$195,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Woodlands Secondary	FIP - Kitchen Equipment and Upgrade	\$35,000	Proceed to design, tender & construction. To be completed by March 31, 2025.

### **New projects for BUS**

Existing Bus Fleet #	New/Replacement Bus Type	Amount Funded by Ministry	Next Steps & Timing
New Route	C (34-45) with 0 wheelchair spaces	TBD - See Note Below	Proceed to ordering the school bus(es) immediately from the list of approved vendors available through the Bus Standing Offer portal on the ASTSBC website at <a href="http://www.astsbcc.org">http://www.astsbcc.org</a>

NOTE: BUS funding amounts will be determined once school districts place their order(s) with bus manufacturer(s). Please contact Branch Director [Michael Nyikes](#) with any questions regarding this.

**An Annual Programs Funding Agreement (APFA) accompanies this Capital Plan Response Letter which outlines specific Ministry and Board related obligations associated with the approved Minor Capital Projects for the 2024/25 fiscal year as listed above.**

**In accordance with Section 143 of the *School Act*, Boards of Education are required to adopt a single Capital Bylaw (using the Capital Bylaw Number provided at the beginning of this document) for its approved 2024/25 Five-Year Capital Plan as identified in this Capital Plan Response Letter. For additional information, please visit the Capital Bylaw website at:**

**<https://www2.gov.bc.ca/gov/content/education-training/k-12/administration/capital/planning/capital-bylaws>**

**The Capital Bylaw and the APFA must be signed, dated, and emailed to the Ministry's Capital Management Branch at [CMB@gov.bc.ca](mailto:CMB@gov.bc.ca) as soon as possible. Upon receipt the Ministry will issue Certificates of Approvals as defined in the APFA.**

As the 2024/25 Capital Plan process is now complete, the Capital Plan Instructions for the upcoming 2025/26 Annual Five-Year Capital Plan submission process (using the Ministry's Capital Asset Planning System (CAPS) online platform) will be available on the Ministry's [Capital Planning](#) webpage by April 1<sup>st</sup>, 2024.

School districts' capital plan submission deadlines for the 2025/26 fiscal year, using the CAPS online platform, will be as follows:

- **June 30, 2024**
  - Major Capital Programs (SMP, EXP, REP, RDP, SAP)
- **July 1, 2024**
  - Major Capital Programs (BEP)
- **September 30, 2024**
  - Minor Capital Programs (SEP, CNCP, PEP, BUS)
- **October 1, 2024**
  - Minor Capital Programs (FIP)

The staggered deadlines are intended to provide the Ministry with input required to initiate planning for the next budget cycle, while enabling school districts additional time and flexibility to plan over the summer.

Additionally, the Annual Facility Grant (AFG) project requests for the 2024/25 fiscal year are to be submitted using the CAPS online platform, on or before May 31, 2024.

NOTE: It is strongly encouraged that school districts discuss the draft versions of their intended capital projects and AFG project requests with Ministry staff well in advance of submission deadlines.

As a school district with a School Site Acquisition Charge (SSAC) scheme in place, please also be advised that the eligible school site requirement set out in the final resolution of the Board of Education in accordance with s. 574(5) of the *Local Government Act*, is duly accepted by the Ministry as part of the Board's approved capital plan for 2024/25.

The Board should forthwith adopt a bylaw setting the School Site Acquisition Charges for the School District, as s. 575(3) of the *Local Government Act* prescribes that a SSAC may only come into effect 60 days (inclusive of weekends and holidays) after that bylaw is adopted by a board of education. At that point, local government may commence the collection of an applicable per dwelling unit charge from residential developers on behalf of a board.

Please contact your respective Regional Director or Planning Officer as per the [Capital Management Branch Contact List](#) with any questions regarding this Capital Plan Response Letter or the Ministry's capital plan process.

Specific questions about SSAC should be directed to Regional Director [Travis Tormala](#).

Sincerely,



Damien Crowell, Executive Director  
Capital Management Branch

pc: Geoff Croshaw, Acting Director, Major Capital Projects, Capital Management Branch  
Michael Nyikes, Director, Minor Capital Projects, Programs and Finance, Capital  
Management Branch

## **ANNUAL PROGRAMS FUNDING AGREEMENT**

This Annual Programs Funding Agreement dated for reference the 31st day of May 2024, is in effect for the 2024/25 fiscal year period of April 1, 2024 to March 31, 2025.

**BETWEEN: His Majesty the King in Right of the Province of British Columbia,**  
represented by the Minister of Education and Child Care (the "Ministry")

OF THE FIRST PART

**AND: the Board of Education of School District No. 68 (Nanaimo-Ladysmith) (the "Board")**

OF THE SECOND PART.

The parties agree as follows:

### **1. DEFINITIONS**

1.01 In this Agreement, unless the context otherwise requires:

"Agreement" means the Annual Programs Funding Agreement;

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

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

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

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

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

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

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

"Ministry" means the Ministry of Education and Child Care of the Province of British Columbia;



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

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

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

## **2. SCHEDULES**

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

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

## **3. PROVINCIAL FUNDING CONTRIBUTIONS AND OBLIGATIONS**

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

Facility Name	Program Project Description	Amount Funded by Ministry	Next Steps & Timing
Rutherford Elementary	SEP - Interior Construction Upgrades	\$898,200	Proceed to design, tender & construction. To be completed by March 31, 2025.
John Barsby Community School	SEP - Interior Construction Upgrades	\$514,573	Proceed to design, tender & construction. To be completed by March 31, 2025.
Randerson Ridge Elementary	CNCP - HVAC Upgrades	\$678,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Mountain View Elementary	PEP - Accessible Playground Equipment	\$195,000	Proceed to design, tender & construction. To be completed by March 31, 2025.
Woodlands Secondary	FIP - Kitchen Equipment and Upgrade	\$35,000	Proceed to design, tender & construction. To be completed by March 31, 2025.

**New projects for BUS**

Existing Bus Fleet #	New/Replacement Bus Type	Amount Funded by Ministry	Next Steps & Timing
New Route	C (34-45) with 0 wheelchair spaces	TBD - See Note Below	Proceed to ordering the school bus(es) immediately from the list of approved vendors available through the Bus Standing Offer portal on the ASTSBC website at <a href="http://www.astsbc.org">http://www.astsbc.org</a>

NOTE: BUS funding amounts will be determined once school districts place their order(s) with bus manufacturer(s). Please contact Branch Director [Michael Nyikes](#) with any questions regarding this.

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

- b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure(s) under any appropriation referred to in this subparagraph a).

#### **4. BOARD OBLIGATIONS**

##### **4.01 The Board will:**

- a) carry out the Project in a manner that ensures:
  - i) delivery within budget;
  - ii) completion by March 31, 2025;
  - iii) scope details are fully met upon completion;
  - iv) accrued cost-savings realized from completed capital projects as approved in this Agreement are reported to the Ministry and transferred into the school district's Minister-Restricted Capital account, unless otherwise agreed to in writing by the Ministry.
- b) comply with all policies and best practices related to Capital Project Procurement, as documented in the Capital Asset Management Framework and Capital Procurement Checklist published by the Ministry of Finance;
- c) procure the Project in accordance with the Capital Asset Management Framework;
- d) include in any contracts all standard insurance and indemnification clauses required by the Schools Protection Program;
- e) ensure all communication related to the Capital Project conforms to the "Communications Protocol Agreement on Minor Capital Projects between the Ministry of Education and Child Care and School Districts" (provided as Schedule A). Note this protocol may be amended from time to time by the Ministry, with the most current version of the protocol being used.

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

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

4.04 Notify the Ministry immediately, in writing, should any Event of Force Majeure arise that could materially affect the scope, costs or schedule of the Project.

4.05 Indemnify and save harmless the Province of British Columbia and its employees and agents from and against any losses, claims, damages, actions, causes of action, costs and expenses that the Province of British Columbia or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or

omission by the Board or by any of its agents, employees, officers, directors, or contractors with respect to the Project.

- 4.06 Purchase school buses through the Request for Standing Offer (RFSO) portal available through the Association of School Transportation Services of BC (ASTSBC).
- 4.07 Reserve two (2) percent of the Total Funding amount provided under the Bus Acquisition Program in paragraph 3.01 as fee payment for ASTSBC's administration services. The ASTSBC will invoice the Board once buses have been ordered. This fee is included in the Capital Funding Grant and is not an additional cost to the Board.

## **5. EVENT OF FORCE MAJEURE**

### **5.01 In the Event of Force Majeure:**

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

## **6. PUBLIC ANNOUNCEMENTS**

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

## **7. NOTICE**

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

- a) if to the Board:

School District No. 68 (Nanaimo-Ladysmith)

395 Wakesiah Ave, Nanaimo, BC, V9P 2G5  
Attention: Mark Walsh, Secretary-Treasurer  
Email: secretarytreasurer@sd68.bc.ca

- b) if to the Ministry:

Ministry of Education and Child Care  
PO Box 9151 Stn Prov Govt, Victoria, BC, V8W 9H1  
Attention: Capital Management Branch (Minor Capital Unit)  
Email: CMB@gov.bc.ca

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

- a) if delivered by hand during business hours (and in any event, at or before 4:00pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;
- b) if sent by electronic transmission during business hours (and in any event, at or before 4:00pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day, provided that:
  - i) the receiving party has, by electronic transmission or by hand delivery, acknowledged to the notifying party that it has received such notice; or
  - ii) within twenty-four (24) hours after sending the notice, the notifying party has also sent a copy of such notice to the receiving party by hand delivery.

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

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

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

SIGNED on behalf of His Majesty the King )  
in Right of the Province of British Columbia )  
by a duly authorized designate of the )  
Minister of Education and Child Care )

\_\_\_\_\_  
Authorized Signatory (For the Minister of Education and  
Child Care)

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

\_\_\_\_\_  
Title

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

SIGNED on behalf of the **Board** )  
**of Education of School District** )  
**No. 68 (Nanaimo-Ladysmith)** by its duly )  
authorized signatories )

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

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

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

## **SCHEDULE A**

### **COMMUNICATIONS PROTOCOL AGREEMENT ON MINOR CAPITAL PROJECTS BETWEEN THE MINISTRY OF EDUCATION AND CHILD CARE (ECC) AND SCHOOL DISTRICTS**

#### **News Release**

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

#### **Signage**

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

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

The steps from signage design to installation are as follows:

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

#### **Official Ceremonies**

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

#### **Plaques**

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





**CAPITAL BYLAW NO. 2024/25-CPSD68-01** *02 M*  
**CAPITAL PLAN 2024/25**

WHEREAS in accordance with section 142 of the *School Act*, the Board of Education of School District No. 68 (*Nanaimo-Ladysmith*) (hereinafter called the "Board") has submitted a capital plan to the Minister of Education (hereinafter called the "Minister") and the Minister has approved the capital plan or has approved a capital plan with modifications,

NOW THEREFORE in accordance with section 143 of the *School Act*, the Board has prepared this Capital Bylaw and agrees to do the following:

- (a) Authorize the Secretary-Treasurer to execute a capital project funding agreement(s) related to the capital project(s) contemplated by the capital plan or the capital plan with modifications;
- (b) Upon ministerial approval to proceed, commence the capital project(s) and proceed diligently and use its best efforts to complete each capital project substantially as directed by the Minister;
- (c) Observe and comply with any order, regulation, or policy of the Minister as may be applicable to the Board or the capital project(s); and,
- (d) Maintain proper books of account, and other information and documents with respect to the affairs of the capital project(s), as may be prescribed by the Minister.

NOW THEREFORE the Board enacts as follows:

1. The Capital Bylaw of the Board for the 2024/25 Capital Plan as approved by the Minister, to include the supported capital project(s) specified in the letter addressed to the Secretary-Treasurer and Superintendent, dated *March 15, 2024*, is hereby adopted.
2. This Capital Bylaw may be cited as *School District No. 68 (Nanaimo-Ladysmith) Capital Bylaw No. 2024/25-CPSD68-01*. *02. M*

READ A FIRST TIME THE 24<sup>th</sup> DAY OF APRIL, 2024

READ A SECOND TIME THE 24<sup>th</sup> DAY OF APRIL, 2024

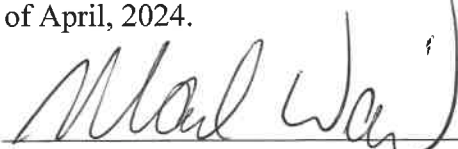
READ A THIRD TIME AND ADOPTED THE 24<sup>th</sup> DAY OF APRIL, 2024

*AMENDED THE 26<sup>th</sup> DAY OF JUNE, 2024*  
*M*

  
 \_\_\_\_\_  
 Board Chair  
  
 \_\_\_\_\_  
 Secretary-Treasurer

I HEREBY CERTIFY this to be a true and original *School District No. 68 (Nanaimo-Ladysmith) Capital Bylaw No. 2024/25-CPSD68-01* adopted by the Board the 24<sup>th</sup> day of April, 2024.

*02 M*

  
 \_\_\_\_\_  
 Secretary-Treasurer

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

DATE: June 26, 2024  
TO: Board of Education  
FROM: Mark Walsh, Secretary-Treasurer  
Pete Sabo, Executive Director Planning Operations  
Dave Fenner, Manager, Facilities Planning, Dave Fenner  
SUBJECT: Chase River Daycare – SAN Manhole Right of Way

---

**Recommendation**

- 1. That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) give the Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024 all three readings at one meeting, today this 26<sup>th</sup> day of June, 2024.***
- 2. That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024, being a Bylaw that provides the City of Nanaimo with a Right-of-Way associated with access to a sanitary sewer manhole at the Chase River Elementary School site, pursuant to Section 65(5) of the School Act, R.S.B.C. 1996, c.412.***

**Background**

The City of Nanaimo has requested access to a portion of the Chase River Elementary School Daycare, located at 1503 Cranberry Avenue, for the purpose of checking and maintaining a new sanitary sewer manhole.

A new sanitary sewer service was required as part of the construction and could not be accommodated on the roadway. The manhole is located at grade on the NE corner of the daycare site. This is not atypical and a number of SRW's have been granted in the past.

**Discussion**

For the purposes of the City of Nanaimo Engineering Department providing a substantial completion certificate, a Statutory Right-of-Way ("SRW") is required for the City to access, maintain, and check the Sanitary Sewer Manhole. Legal counsel was consulted to review the terms of the SRW as provided by the City of Nanaimo.

Once the Bylaw has been passed by the Board, the Secretary-Treasurer can sign the SRW documents.

Appendix A: Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024  
Appendix B: Schedule A (survey ROW)  
Appendix C: Key plan of the school site to orientate reader.

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)

CHASE RIVER ELEMENTARY SCHOOL SANITARY MANHOLE RIGHT-OF-WAY BYLAW, 2024

WHEREAS Section 65(5) of the *School Act*, R.S.B.C. 1996, c. 412, provides that a board of education may exercise a power with respect to the acquisition or disposal of property owned or administered by the board of education only by bylaw;

AND WHEREAS:

- (a) The Board of Education of School District No. 68 (Nanaimo-Ladysmith) (the “**Board**”) owns the Chase River Elementary School site (the “**Property**”);
- (b) the Property is facility number 6868022;
- (c) the address of the Property is 1503 Cranberry Avenue, Nanaimo, British Columbia V9R 6R7, and the legal description of the Property is:

Parcel Identifier: 002-972-379  
Lot 1, Sections 18 and 19, Cranberry District, Plan 24118 Except that Part in Plan VIP77486;
- (d) the City of Nanaimo (the “**City**”) has asked the Board to grant the City:
  - (i) a blanket statutory right of way over the Property (the “**Blanket Right-of-Way**”) pursuant to Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, in respect of protecting access to the Sanitary Manhole on the Property and systems of sewerage works or waterworks or drainage works, including all related pipes, valves, fittings and other facilities or any combinations of the above (the “**Works**”); and
  - (ii) a specific statutory right of way (the “**Specific Right-of-Way**”) pursuant to Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, in respect of protecting the access to the Works through the manhole located on the Right of Way Area over the **portion of the Property** shown outlined in bold on the plan attached hereto as Schedule A, to facilitate the installation, inspection, operation, repair and maintenance of a system of sewerage works and/or waterworks, and /or drainage works on the Lands (the “**Works**”); and
- (e) the Board is satisfied that the Works will benefit the Board and that the granting of the Right-of-Ways will not interfere with the Board’s use of the Property for educational purposes.

NOW THEREFORE be it resolved as a Bylaw that the Board grant the Blanket and Specific Right-of-Ways; and

BE IT FURTHER resolved as a Bylaw that the Secretary-Treasurer be and is hereby authorized, on behalf of the Board, to execute and deliver all documents required to complete the granting of the Right-of-Ways on such terms and conditions as the Secretary-Treasurer may consider advisable as witnessed by the signature of the Secretary-Treasurer.

This Bylaw may be cited as “School District No. 68 (Nanaimo-Ladysmith) Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024”.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

All the trustees in attendance having agreed to give this Bylaw three readings at a single meeting, this Bylaw was read a third and final time, passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary-Treasurer

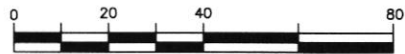
I HEREBY CERTIFY this to be a true and original “School District No. 68 (Nanaimo-Ladysmith) Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024” adopted by the Board this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary-Treasurer

EXPLANATORY PLAN OVER PART OF:  
 LOT 1, SECTIONS 18 AND 19, CRANBERRY DISTRICT,  
 PLAN 24118, EXCEPT THAT PART IN PLAN VIP77486.

Plan EPP131493

Pursuant to Section 99 (1)(e) of the Land Title Act.  
 For Statutory Right of Way Purposes  
 BCGS 92G 011



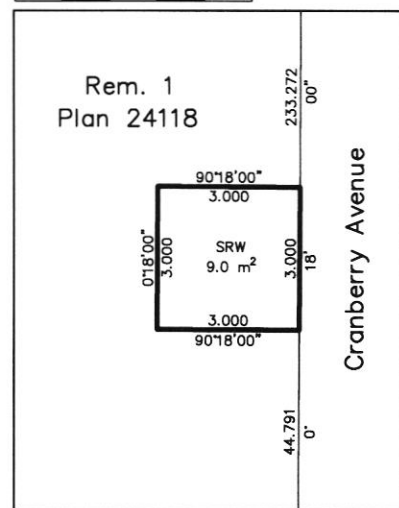
The intended plot size of this plan is 432mm in height by  
 280mm in width (B Size) when plotted at a scale of 1:1000.

Integrated Survey Area No. 20, City of Nanaimo,  
 NAD83 (CSRS) 3.0.0.BC.1.NVI.

Astronomic bearings are derived from Plan 24118.

**Detail 'A'**

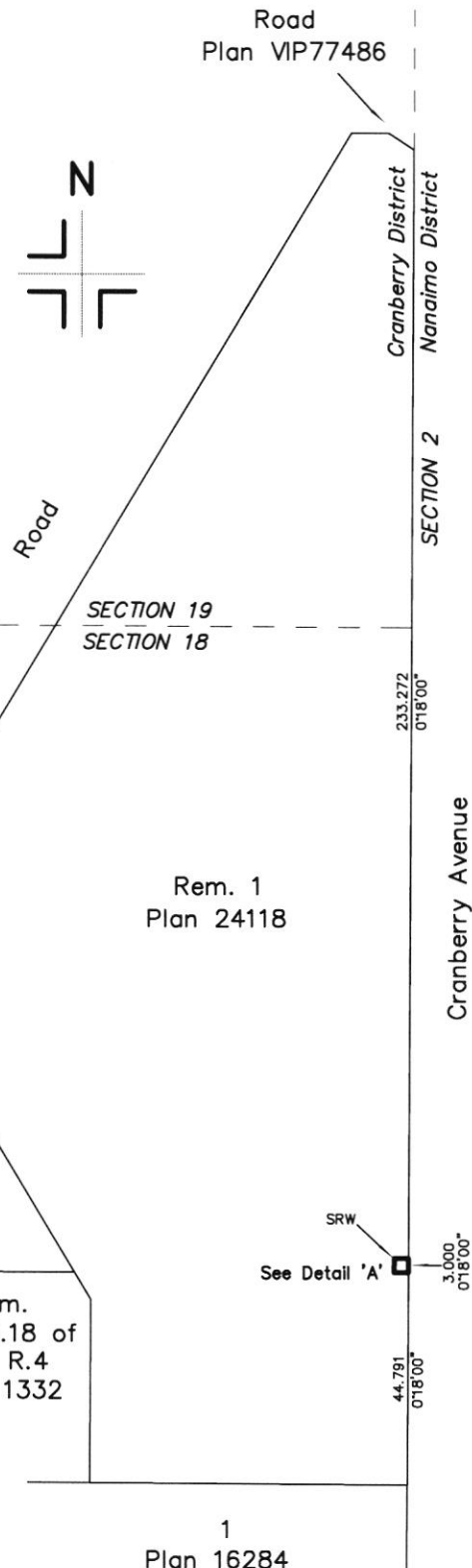
Scale of enlargement is 1:100  
 at intended plot size of plan



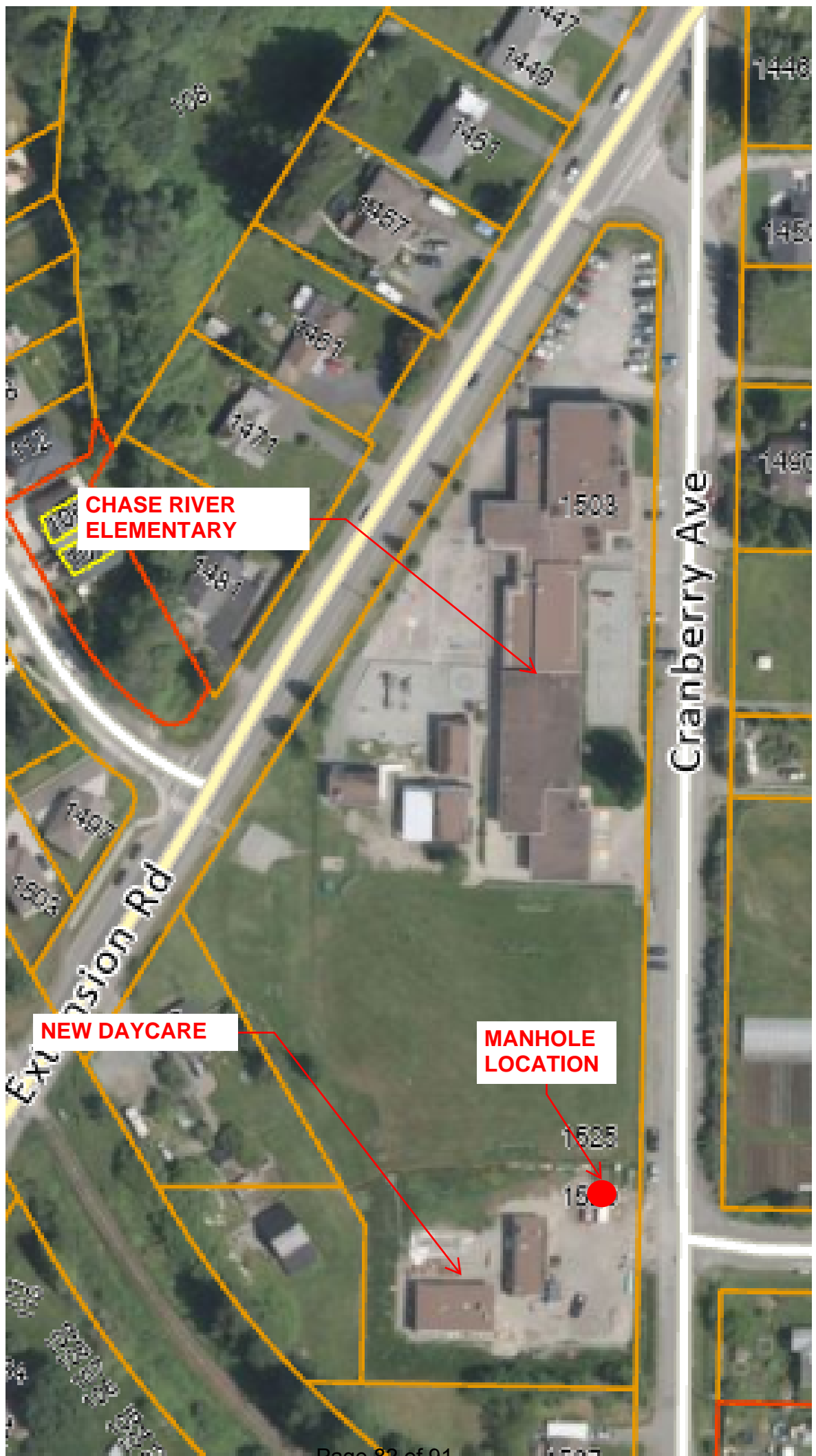
This plan lies within the  
 Regional District of Nanaimo.

**Turner & Associates**  
 land surveying™

435 Terminal Avenue North  
 Nanaimo, B.C.  
 V9S 4J8  
 250-753-9778  
 www.turnersurveys.ca  
 File: 20-137



This plan is based on the following  
 Land Title and Survey Authority of BC records:  
 Plan 24118 and Plan VIP77486  
 Matthew D. Schnurch, BCLS 956.  
 4th day of August, 2023



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

DATE: June 26, 2024  
TO: Board of Education  
FROM: Mark Walsh, Secretary-Treasurer  
Pete Sabo, Executive Director Planning Operations  
Dave Fenner, Manager, Facilities Planning, Dave Fenner  
SUBJECT: Georgia Avenue Daycare – Water Meter Right of Ways

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**Recommendation**

- 1. That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) give the Georgia Avenue Community School Waterworks Right-of-Ways Bylaw, 2024 all three readings at one meeting, today this 26<sup>th</sup> day of June, 2024.**
- 2. That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the Georgia Avenue Community School Waterworks Right-of-Ways, 2024, being a Bylaw that provides the City of Nanaimo with Right-of-Ways associated with access to a water meter at the Georgia Avenue Community School site, pursuant to Section 65(5) of the School Act, R.S.B.C. 1996, c.412.**

**Background**

The City of Nanaimo has requested access to a portion of the Georgia Avenue Elementary School Daycare, located at 625 Georgia Avenue, for the purpose of checking and maintaining a new Water Meter.

A new water service was required as part of the construction and could not be accommodated on the roadway. The meter is located in a concrete vault, below grade on the SE corner of the school parking lot. This is not atypical and a number of Statutory Right-of Way's have been granted in the past.

**Discussion**

For the purposes of the City of Nanaimo Engineering Department providing a substantial completion certificate, a Statutory Right-of-Way (SRW) is required for the City to access, maintain, and check the water meter. Legal counsel was consulted to review the terms of the SRW as provided by the City of Nanaimo.

Once the Bylaw has been passed by the Board, the Secretary-Treasurer can sign the SRW documents.

Appendix A: Chase River Elementary School Sanitary Manhole Right-of-Way Bylaw, 2024  
Appendix B: Schedule A (survey ROW)  
Appendix C: Key plan of the school site to orientate reader.

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)

GEORGIA AVENUE COMMUNITY SCHOOL WATERWORKS RIGHT-OF-WAYS BYLAW, 2024

WHEREAS Section 65(5) of the *School Act*, R.S.B.C. 1996, c. 412, provides that a board of education may exercise a power with respect to the acquisition or disposal of property owned or administered by the board of education only by bylaw;

AND WHEREAS:

- (a) The Board of Education of School District No. 68 (Nanaimo-Ladysmith) (the “**Board**”) owns the Georgia Avenue Community School site (the “**Property**”);
- (b) the Property is facility number \_\_\_\_\_;
- (c) the address of the Property is 625 Georgia Avenue, Nanaimo, British Columbia V9R 3W3, and the legal description of the Property is:

Parcel Identifier: 003-854-736  
Lot A, Section 1, Nanaimo District, Plan 17956
- (d) the City of Nanaimo (the “**City**”) has asked the Board to grant the City:
  - (i) a blanket statutory right of way over the Property (the “**Blanket Right-of-Way**”) pursuant to Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, in respect of protecting access to the water meters, water meter chamber, meter reading devices, electrical connections and other works for measuring the volume of water supplied to the building on the Property (the “**Works**”); and
  - (ii) a specific statutory right of way (the “**Specific Right-of-Way**”) pursuant to Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250, over the **portion of the Property** shown outlined in bold on the plan attached hereto as Schedule A, in respect of protecting the water meters, water meter chamber, meter reading devices, electrical connections and other works for measuring the volume of water supplied to the building on the Property (the “**Works**”); and
- (e) the Board is satisfied that the Works will benefit the Board and that the granting of the two Right-of-Ways will not interfere with the Board’s use of the Property for educational purposes.

NOW THEREFORE be it resolved as a Bylaw that the Board grant the Blanket and Specific Right-of-Ways; and

BE IT FURTHER resolved as a Bylaw that the Secretary-Treasurer be and is hereby authorized, on behalf of the Board, to execute and deliver all documents required to complete the granting of the Right-of-Ways on such terms and conditions as the Secretary-Treasurer may consider advisable as witnessed by the signature of the Secretary-Treasurer.



This Bylaw may be cited as “School District No. 68 (Nanaimo-Ladysmith) Georgia Avenue Community School Waterworks Right-of-Ways Bylaw, 2024”.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

All the trustees in attendance having agreed to give this Bylaw three readings at a single meeting, this Bylaw was read a third and final time, passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary-Treasurer

I HEREBY CERTIFY this to be a true and original “School District No. 68 (Nanaimo-Ladysmith) Georgia Avenue Community School Waterworks Right-of-Ways Bylaw, 2024” adopted by the Board this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary-Treasurer

EXPLANATORY PLAN OVER PART OF:  
LOT A, SECTION 1,  
NANAIMO DISTRICT, PLAN 17956.

Plan EPP138385

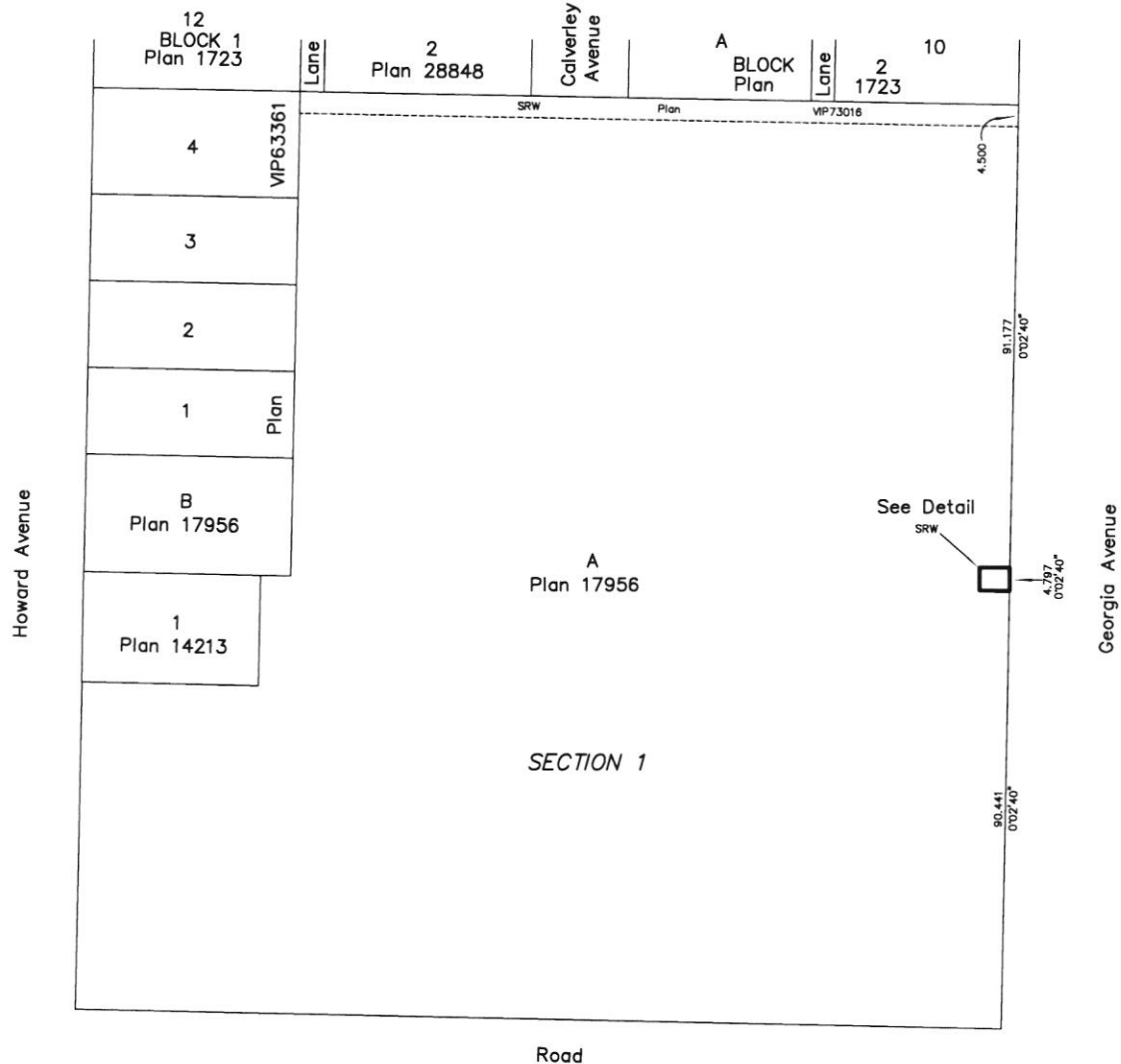
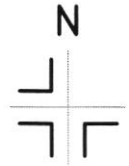
Pursuant to Section 99 (1)(e) of the Land Title Act.  
For Statutory Right of Way Purposes  
BCGS 92G 011



The intended plot size of this plan is 560mm in height by  
432mm in width (C Size) when plotted at a scale of 1:750.

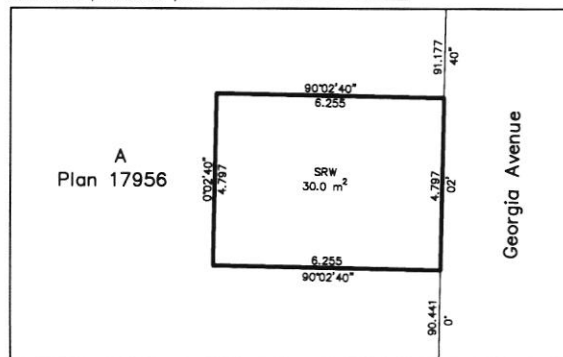
Astronomic bearings are derived from Plan 17956.

Integrated Survey Area No. 20, City of Nanaimo, NAD83 (CSRS)  
3.0.0.BC.1.NVI.



## DETAIL

Scale of enlargement is 1:100  
at intended plot size of plan

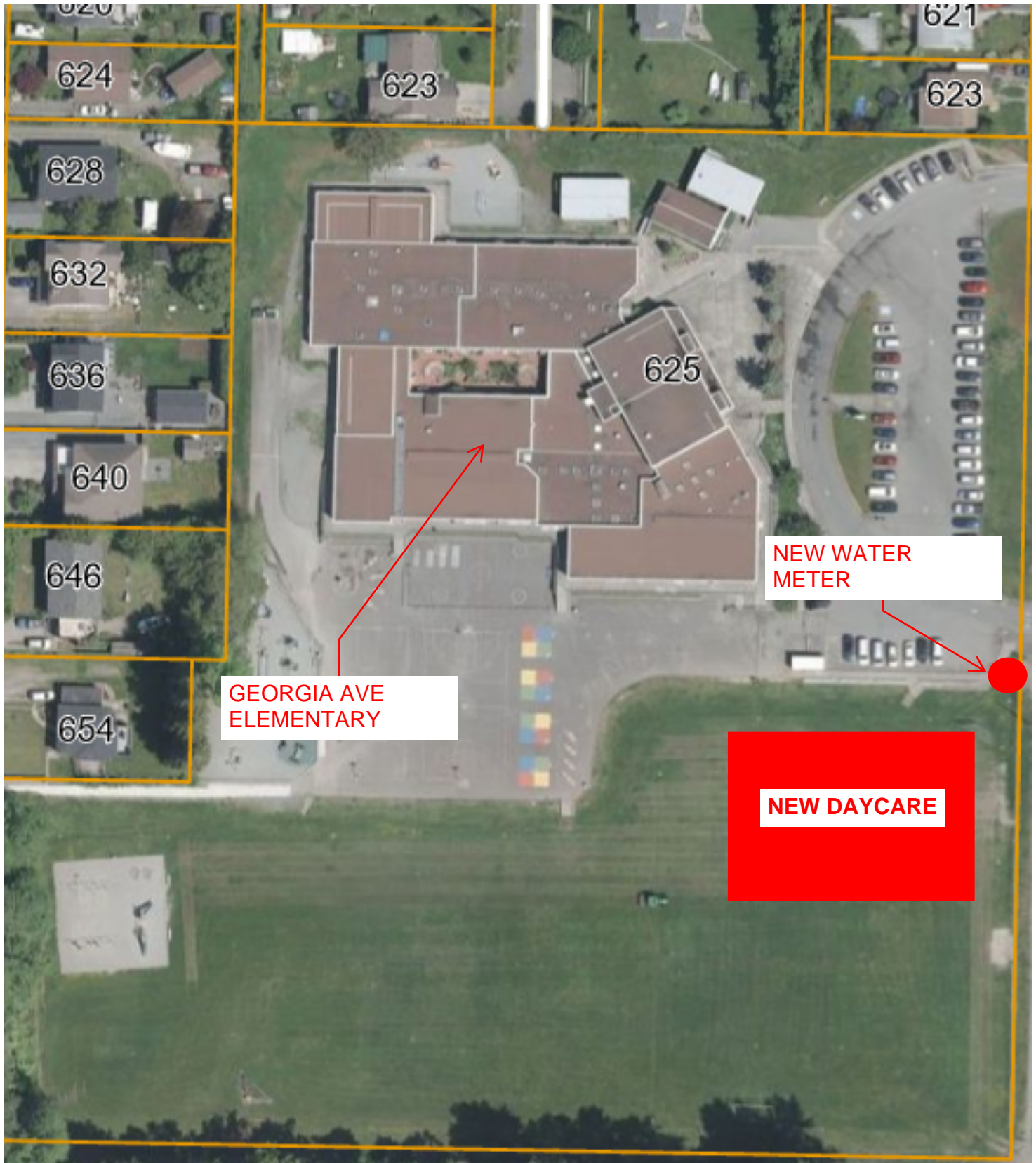


This plan lies within the  
Regional District of Nanaimo.

**Turner & Associates**  
land surveying

435 Terminal Avenue North  
Nanaimo, B.C.  
V9S 4J8  
250-753-9778  
www.turnersurveys.ca  
File: 22-093

This plan is based on the following  
Land Title and Survey Authority of BC records:  
Plan 17956.  
Matthew D. Schnurch, BCLS 956.  
27th day of May, 2024



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

DATE: June 26, 2024  
TO: Board of Education  
FROM: Laura Tait, Interim Superintendent  
SUBJECT: 2024 – 2028 Strategic Plan

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**Recommendation:**

***That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) adopt the 2024-2028 Strategic Plan.***

**Background:**

On June 12, 2024, the Business Committee received a summary of the May 2024 final consultation with respect to the draft 2024-2028 Strategic Plan.

Further, the Business Committee recommended the following motion be passed by the Board of Education at tonight's Board meeting:

That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) set aside any decision on changing the tagline until after the Strategic Plan is passed by the Board of Education.

**Discussion:**

The Business Committee received final consultation feedback from members of the public, including parents, community members and Indigenous partners. One area of feedback highlighted for the committee was dissatisfaction articulated regarding the tagline of "Success for all". Following discussion, it was decided to not direct staff to consult on a new tagline prior to the Board of Education's meeting on June 26. As a result, the final 2024-2028 NLPS Strategic Plan document will not include a tagline. A tagline is not a required component of a Strategic Plan.

The Board of Education is now ready to adopt the Strategic Plan, a process that began during the Board's retreat in August 2023. This initial phase set the groundwork for our strategic direction, followed by a series of additional working sessions that refined our goals and objectives. We ensured inclusivity and transparency through two rounds of public consultation, gathering valuable feedback from our community. Additionally, we engaged in extensive consultations with partner groups, incorporating their insights and fostering collaborative partnerships. This comprehensive approach has culminated in a well-rounded, forward-thinking Strategic Plan that reflects the collective vision and priorities of all stakeholders involved.

**Appendix A: 2024-2028 Strategic Plan**



NLPS Strategic Plan

2024-2028

SUCCESS FOR ALL!

Introduction

AS STEWARDS OF EDUCATION, it is our duty to ensure that every child entrusted to our care receives learning experiences that equip them with the skills and tools necessary to thrive in an ever-evolving world. The Nanaimo Ladysmith Public Schools' Board of Education believes an effective public education system will prepare students to be life-long learners, curious about the world and to think critically and creatively. Students will foster open-mindedness towards various ideas and beliefs and be aware of their responsibilities, as educated citizens, within the family, community and world.

Nanaimo Ladysmith Public Schools (NLPS) respectfully acknowledges that we operate within the traditional territories of the Snuneymuxw, Snaw Naw As and Stz'uminus First Nations. For countless generations, these Coast Salish Peoples have stewarded these lands and waters, enriching them with their deep-rooted cultural heritage, traditional knowledge, and spiritual connections. The teachings and ways of being come directly from the land and through the hul'q'umi'num language. We recognize and honour the enduring presence and contributions of the Coast Salish Peoples to our shared community.

Guiding Wisdom

The Syeyutsus Reconciliation Framework provides a local context to Indigenous ways of being. It offers profound insights into justice, equity, diversity, inclusion (JEDI), and environmental stewardship.

These traditions are rooted in deep respect for the interconnectedness of all life, emphasizing a holistic approach to justice that encompasses not just human communities, but also the natural world. By valuing diversity and inclusion, Syeyutsus recognizes the strength found in varied perspectives and experiences, fostering communities where equity is achieved through shared responsibility and mutual support. This worldview inherently supports environmental stewardship, as the health of the land and ecosystems is seen as integral to the well-being of all. It guides sustainable practices that honour both past, present and future generations.

SYEYUTSUS RECONCILIATION FRAMEWORK

Through the Syeyutsus Framework, themes, values and teachings of Indigenous Peoples include:

- The underpinnings of knowledge are the land, language and culture
- The land is our teacher
- We are all one family
- It is important to live with balance, honour, respect, courage and vulnerability
- It is vital that we establish a sense of belonging and connectedness to each other and the environment
- We are all connected
- We use holistic approaches that include mental, physical, emotional and spiritual lenses

Vision & Mission

VISION STATEMENT

Guided by our commitment to Justice, Equity, Diversity, and Inclusion (JEDI) principles and the Syeyutsus Reconciliation Framework for Truth and Reconciliation, our vision in Nanaimo Ladysmith Public Schools (NLPS) is to create an inclusive and equitable learning community where every individual thrives.

MISSION STATEMENT

NLPS is committed to multiple approaches and pathways to success for all students. Students will imagine, reflect, and innovate within a safe, equitable, and responsive learning environment that develops their academic, social and emotional growth and holistic well-being.

Board Goals

Student Success

- OBJECTIVES
- Increase literacy success rates for all students
  - Increase numeracy success rates for all students
  - Increase graduation rates for students: who identify as Indigenous, who have disabilities and diverse abilities, and/or are Children and Youth in Care

- METRICS
- Literacy

  - Report Cards K-12
  - FSA (Grades 4 & 7)
  - Grade 10 Literacy Assessment
  - Grade 12 Literacy Assessment
- Numeracy

  - Report Cards K-12
  - FSA (Grades 4 & 7)
  - Grade 10 Numeracy Assessment
- Graduation Rates

  - Completion Rates
  - Disaggregate by demographics
  - Disaggregate by types

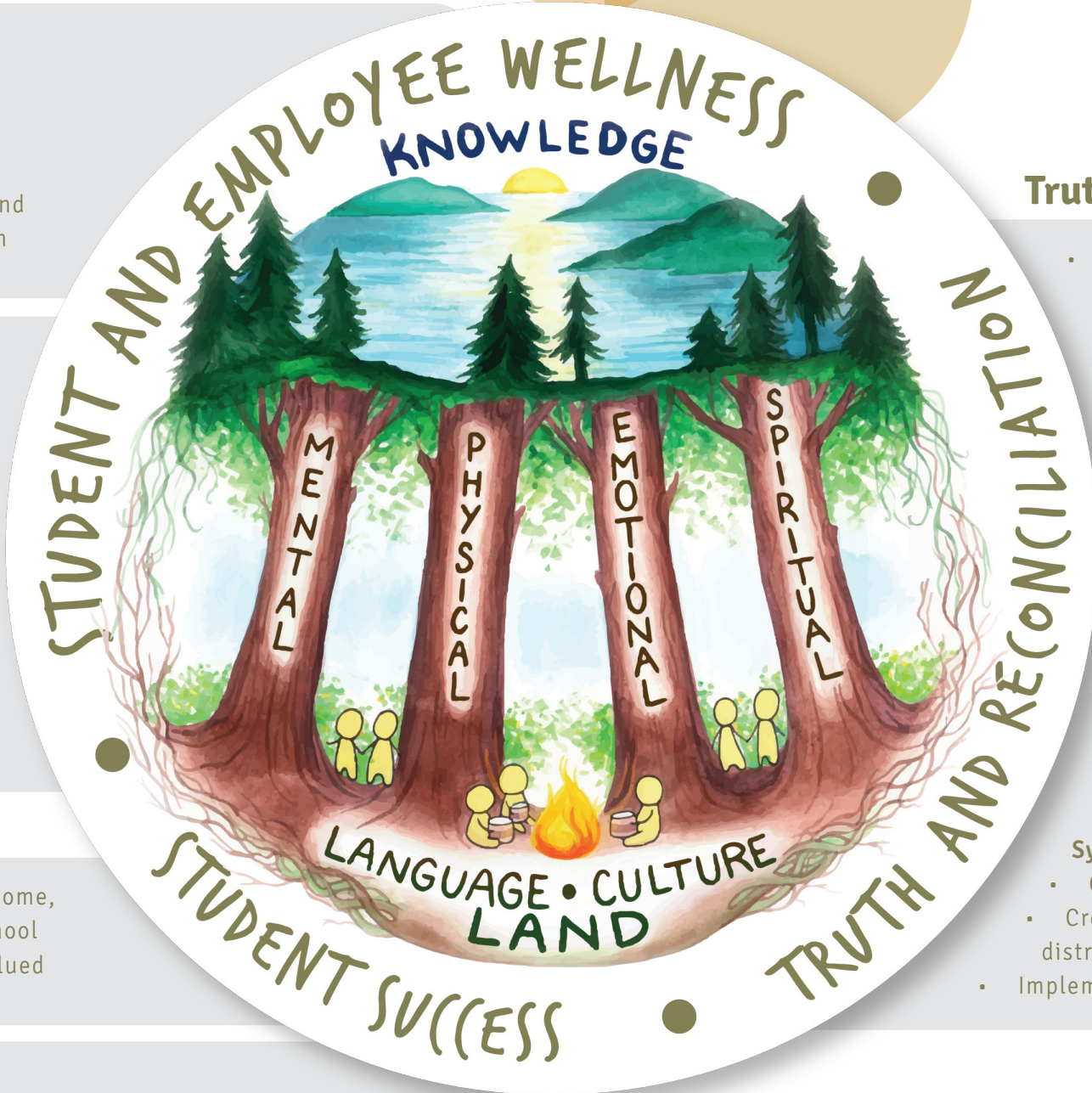
Student and Employee Wellness

- OBJECTIVES
- Increase the number of students who feel welcome, safe and have a sense of belonging in their school
  - Increase the number of employees who feel valued and/or engaged

- METRICS
- Students

  - Student Learning Survey (Grades 4, 7, 10, 12)
- Employees

  - Annual employee engagement survey (TBD)



Truth & Reconciliation

- OBJECTIVES
- Increase awareness of and access to resources available to support hul'q'umi'num language learning
  - Create and share district-wide, Syeyutsus Principles of Teaching & Learning

- METRICS
- hul'q'umi'num

  - The number of educators who are aware of the resources available
  - The frequency of access
- Syeyutsus Principles

  - Completion and presentation
  - Create support resources and district-wide sharing plan
  - Implement district-wide sharing plan

STRATEGIC PLAN WEBPAGE



## Outstanding Regular Board Motions Report - June 2024

Motion	Comments	Assigned	Due Date	Completed
R24/02/23-07	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct staff to create a report with options to gather funds to support the higher cost option for the Ladysmith Intermediate Seismic Upgrade (Davis Road) and report back to the Board for approval.	Mark Walsh	Spring 2024	Ongoing
R24/02/23-12	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) request that pursuant to Policy 2.5 - Board Committees Representation and Annual Work Plan, that it request feedback from the Student Voice Circle on issues associated with cell phone limitations in schools in anticipation of potential Board policy.	Laura Tait	Spring 2024	Ongoing
R23/10/25-08	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) direct that Rutherford Elementary School be reopened as of September 2025 and that staff are directed to create a School Transition Working Group to address issues associated with reopening the facility and provide the Board with recommendations with respect to appropriate catchments for Rutherford and the surrounding schools and potential programming, if applicable, to ensure the long-term viability of the school.	Mark Walsh	Fall 2023	Ongoing
R23/08/30-05	That the Board of Education of School District No. 68 (Nanaimo-Ladysmith) approve the Policy Committee Work Plan for 2023-2024 and add Policy 2.4 Role of Chair and Vice Chair to the Policy Committee work plan; and that following the 2023 annual general meeting of the Board a subcommittee of the Policy Committee be struck, including the current chair and vice chair as well as the newly elected Chair and Vice Chair, to make recommendations for updates on policy 2.4 to the Policy Committee.	Mark Walsh/Board Chair	Fall 2023	Ongoing

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
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