



Memorandum

Date: October 22, 2021
To: Board of Education
From: Planning and Facilities Committee
Prepared by: Mitch Van Aller, Director of Operations

Action Item: Enhancement Agreement – École Belgo Elementary School GaGa Ball Court

1.0 ISSUE STATEMENT

The École Belgo Elementary School PAC wishes to install a GaGa Ball Court and enter into an Enhancement Agreement with the Board of Education.

2.0 RELEVANT BOARD MOTION/DIRECTION

The Board requires that an inventory of all existing exterior enhancements in the District be provided as a background for each new enhancement brought forward for Board approval.

3.0 BACKGROUND

École Belgo Elementary School has been working with the Parent Advisory Council (PAC) to plan and develop playground enhancements. The PAC has raised funds for the supply and installation of a GaGa Ball Court.

4.0 POINTS FOR CONSIDERATION

1. Maintenance will be minimal.
2. School will maintain the equipment.

5.0 OPTIONS FOR ACTION

1. Approve the Enhancement Agreement – École Belgo Elementary School GaGa Ball Court.
2. Do not approve the Enhancement Agreement – École Belgo Elementary School GaGa Ball Court.
3. Request additional information.

6.0 FOLLOW-UP/REVIEW

Following approval from the Board and all funding secured by École Belgo Elementary School, the project will proceed.

7.0 DIRECTOR'S COMMENTS

A Jurisdiction is not required as all work will be carried out by maintenance staff.

8.0 RECOMMENDATION

THAT: The Board of Education enter into an Enhancement Agreement with the École Belgo Elementary School PAC for the creation of a GaGa Ball Court, as attached to the Agenda, and as presented at the October 27, 2021 Public Board Meeting.

9.0 APPENDICES

- Appendix A - Project Plan/Scope of Work
- Appendix B - Enhancement Agreement
- Appendix C - Sketch of Gaga Ball Court Location
- Appendix D - Project Costs
- Appendix E – May 13, 2021 PAC Meeting Minutes.

APPENDIX A

PROJECT PLAN AND/OR SCOPE OF WORK



Project Name: GaGa Ball Court at Belgo Elementary

Project Rational: Gaga is a popular outdoor game that children of all ages can engage in. This game can be played with small groups at recess, with large groups during PHE and class time as well as by neighborhood children after school hours and on the weekend. The Belgo PAC has already motioned and set aside the necessary funds for the Gaga Pit. A location has been chosen and staff and students are excited to get this initiative going. Once in place, our PHE teacher will ensure that staff and students know the game. We also plan on teaching our parent community also!

APPENDIX B

SCHOOL ENHANCEMENT PROJECT FUNDING AGREEMENT

THIS AGREEMENT made as of the 20 day of September, 2021.

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 23
(CENTRAL OKANAGAN)**, having an office at 1040 Hollywood Road,
Kelowna, British Columbia (hereinafter called the "School Board")

AND:

BELGO ELEMENTARY SCHOOL PAC
(hereinafter called the "Funding Agency")

WHEREAS:

- A. The Funding Agency wishes to apply its independently obtained funding to assist Belgo Elementary in achieving School Enhancement Projects described in the Schedules attached hereto (the "School Enhancement Project").
- B. The School Board agrees that each School Enhancement Project described in the Schedules is appropriate for the School and provides a significant and desirable benefit to the students of the School.
- C. The School Board has advised the Funding Agency that its budget priorities and requirements prevent the ongoing allocation by the School Board of funds for the necessary staff training, operation and/or maintenance of each School Enhancement Project during the life of the enhancement and has requested the Funding Agency to fund, on an annual basis, the training, operating costs, maintenance and repairs necessary for the use of the enhancement by the students, staff or others at the School.

NOW THEREFORE in consideration of the School Board accepting the School Enhancement Project from the Funding Agency, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Funding Agency, from its own resources, agrees to fund the capital cost of each School Enhancement Project described in the Schedules for installation at the named School.
2. The School Board agrees to assign all personnel necessary to supervise, install and maintain the School Enhancement Project at the School, in compliance with its Collective Agreement(s), and at the cost of the Funding Agency, as detailed herein.
3. The Funding Agency further agrees to provide annually, such funds as determined by the School Board, acting reasonably, that may be required for the staff training, operations, maintenance and repair of the School Enhancement Project to ensure that it can be utilized in a safe, efficient and continuous manner by District students, staff and others, for the life of the School Enhancement Project.
4. The School Board, through its administrative personnel shall determine the standard and schedule of maintenance and repair work, and shall inspect, maintain and repair the enhancement on a regular basis in order to limit any liability of the School Board arising out of the use of the School Enhancement Project by the staff, students, or other persons at the School.
5. Upon accepting the School Enhancement Project the School Board assumes the liability associated with the project and agrees to save harmless the Funding Agency.
6. The School Board shall provide the Funding Agency with any estimated costs of operating, monitoring, maintenance and repair for the next school year annually, on or before May 1st in each year, during the life of the Project. The Funding Agency shall pay over to the School Board, the required funds by July 1st of the same calendar year.
7. In the event that the Funding Agency is unwilling or unable to provide the necessary funds for the operation, maintenance and repair of any School Enhancement Project, the School Board may, at its sole option, decommission the Project, dismantle and dispose of any remaining assets, and retain any residual value from the Project as it sees fit, upon ninety (90) days written notice to the Funding Agency.
8. The School Board agrees that any breach by the Funding Agency of its obligation to fund the required costs associated with the use of a School Enhancement Project shall not be considered the personal obligation of an individual member of the Funding Agency or its executive or directors, and shall be limited to the current cash resources of the Funding Agency, notwithstanding the operation of any law to the contrary.

9. This Agreement shall only be binding upon the School Board upon the passage of a resolution by the School Board and upon the Funding Agency upon the approval by a resolution at a general meeting of the members of the Funding Agency, authorizing the executive of the Funding Agency to enter into the Agreement.

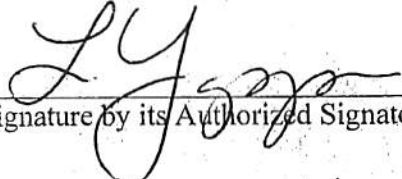
IN WITNESS WHEREOF the parties have hereunto executed this Agreement in the presence of their duly authorized signing officers on that behalf the day and year first above written.

**THE BOARD OF EDUCATION
OF SCHOOL DISTRICT No. 23,
(CENTRAL OKANAGAN)** by its
Authorized Signatory:

Secretary Treasurer

Name:

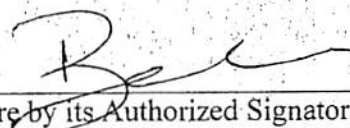
BELGO ELEMENTARY SCHOOL
by its Authorized Signatory:



Signature by its Authorized Signatory

LEE ANN YAPPS
Name:

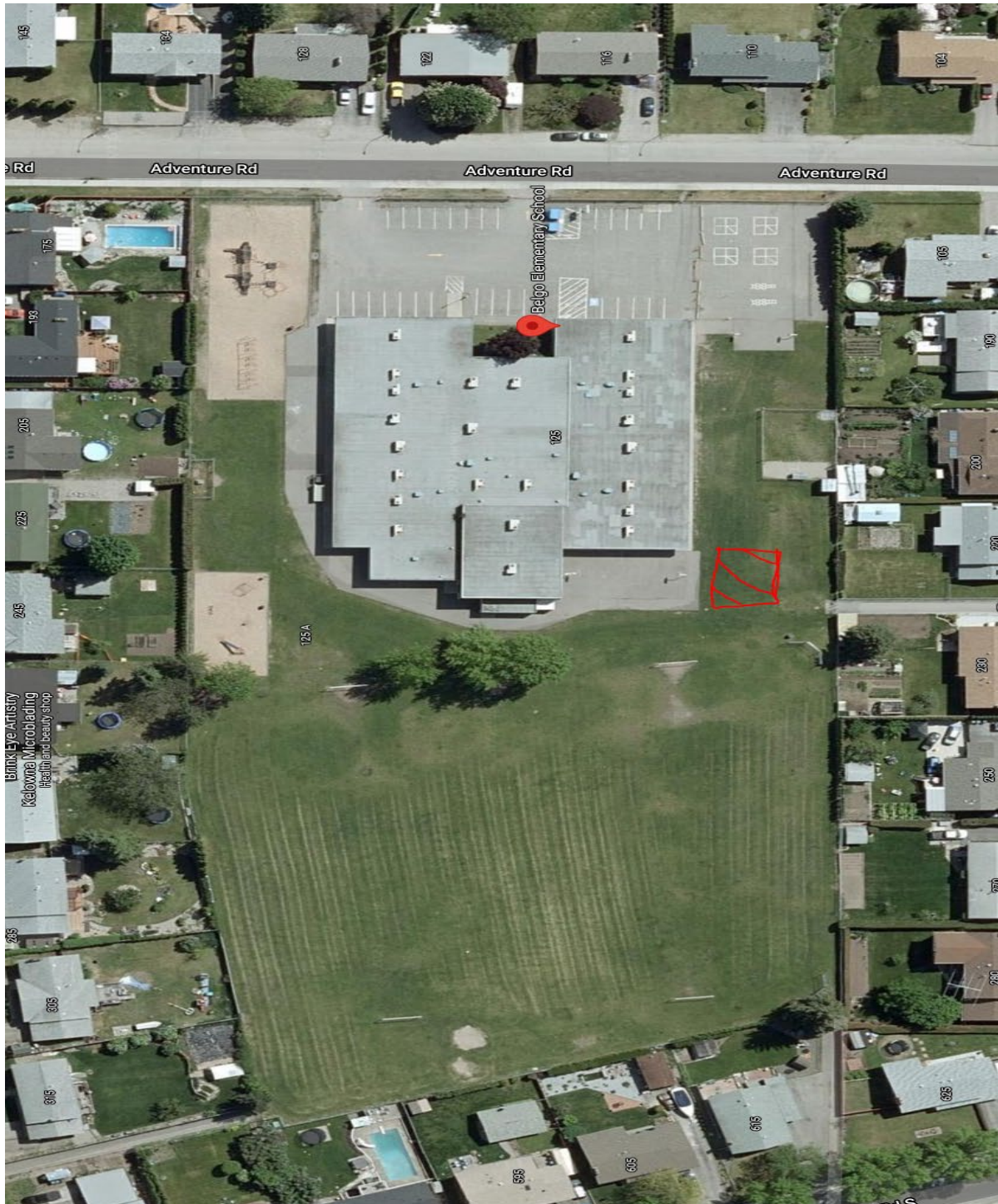
**BELGO ELEMENTARY
SCHOOL PAC**
by its Authorized Signatory:



Signature by its Authorized Signatory

Brenda Aubin
Name:

APPENDIX C



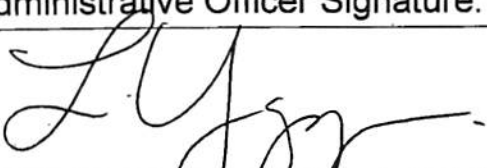
APPENDIX D

SCHOOL DISTRICT NO. 23



OPERATIONS
685 Dease Road, Kelowna, BC V1X 4A4
Ph: 250.870.5153
Fax: 250.870.5091

QUOTATION

Date:	September 20 , 2021	WO#:	940610264
School:	Belgo Elementary		
PROJECT DESCRIPTION: Enhancement Agreement – materials and labour to install a gaga ball court.			
Approved:	<input checked="" type="checkbox"/>		
Not Approved:	<input type="checkbox"/>		
Please check Approved or Not Approved. The School Administrator must sign this quote before sending it to Operations.			
Email: operations.accounts@sd23.bc.ca			
For our new Quote / Estimate system, we are giving high/low range estimates.			
Estimated Cost Range:	Low \$	High \$10,000.00	
Estimators Initials:	Ralf Lohre		
All Quotes / Estimates are valid for 90 days.			
Administrative Officer Signature:			
		Account No.: 10.1.02.59595.0015	
		Date:	Sept 23, 2021

Estimate for Project Costs

Belgo Gaga Ball Pit

Description	unit(s)	\$ /unit	
Gaga Ball Pit materials	1	3200	\$ 3,200.00
Concrete Pad	1	4300	\$ 4,300.00
SD23 Labour	20	50	\$ 1,000.00
SD23 Excavate	10	50	\$ 500.00
SD23 Landscape/Irrigation	20	50	\$ 1,000.00

Total	\$ 10,000.00
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Funding Sources

school contribution

PAC contribution \$ 10,000.00

Balance \$ -

Loan Request from District \$ -

APPENDIX E

Ecole Belgo Elementary
Monthly PAC Meeting Minutes
May 13, 2021
Zoom Meeting

"The Belgo Parent Advisory Council acknowledges that this meeting is being held on the unceded, Traditional Territory of the Okanagan People."

IN ATTENDANCE: Brenda Aubin, Shannon Johnstone, Melissa McCarthy, Heather Burton, Michele Dakin, Rishelle Tarr, Leanne Kemila, Laura Bensler

6:30-8:00pm

Agenda

7:01—Call to order

- Approval of minutes of the April 15, 2021 meeting – Michele and Shannon approved
- Approval of the agenda – Heather and Melissa approved

7:02—Reports (5-10min each)

- Administrator—Mme. Bedard
 - School-wide Jump Rope for Heart – didn't happen because of COVID cases and complications from that.
 - No spread of COVID following the cases in April (which did not originate from the school)
 - Class picture day occurred May 13th, intermediate classes did so with masks on rather than take regrettable risks.
 - Coming up: more information being gathered on sign replacement, last 6 weeks (last day June 29), teachers working on ordering hoodies for the graduating classes.

- Mme. Yaps will be invited to June PAC meeting by Brenda
- President—B. Aubin
 - No news
- Vice President—S. Johnstone
 - Next month is application for gaming funds
- Treasurer—H. Burton
 - Account activity quiet, no cheques written for teacher spending.
 - Gaming – \$7955.93
 - General – \$4623.58
 - Hot Lunch - \$557.54
 - Cheque will be written for Valley Screen Printing
- COPAC—J. Jardine (not present, from email)
 - No new president for COPAC, exec is figuring out who will take it
 - Zoom set up will be through SD23 next year
 - Need to send election results to COPAC email
- Fundraising—M. McCarthy/N. Bandet
 - Mabels Labels has not brought in a lot of funds, will ramp up promoting this in the fall (from Jeremy)
 - Growing Smiles earned \$134 (low pay to PAC in relation to product prices)
- Social Media—M. Dakin
 - Quiet, reposted reminder for Mabels Labels, 141 members on the FB PAC group.
- Breakfast Club—B. Aubin
 - Will discuss this in September to see if it will run again, Brenda is happy to run it if it is going.
- Fun Fair—H. Burton – N/A

7:00—Continuing Business

- Belgo wear: Last Day May 12th
 - Closed today, 14 orders, will be submitted after the weekend. Some orders did not have accompanying e-transfer, Laura is sorting that out to collect payment.

- Idea presented to open an order session first thing in the fall so the new families can obtain Belgo wear early.
- Ga-Ga Ball Pit
 - MJ spoke with Stuart from SD23 operations, it would go outside Mme. Huculak's room (southwest corner, extend the small basketball court, between that side field entrance and the school), estimated cost for the entire project including install, new ground, moving irrigation, equipment costs, etc., will be around \$10,000
- Basketball Hoop upgrade
 - Option A – operations make new back boards, paint back boards and replace hoops ~\$1000/hoop
 - Option B – purchase prepackaged back boards and hoops and costs a little more than \$1000/hoop
- Gaming funds – GIC just over \$11,000, some smaller GIC \$2900, \$2200, and \$5000, then the almost \$8000 in the gaming bank account. Only budgeted funds to come out of there will be the \$1700 for year end event/gift for the graduating students. (\$29,553.36 all gaming in account plus GICs exact total) – Melissa motions we spend the \$10,000 to the Ga Ga Ball pit, and assign \$1500 toward the basketball upgrade, Leanne seconds, unanimous approval.
- Grade 5 English, Grade 6 French—Year end gifts
 - We will cover funds for hoodies teachers are ordering for the students. Leftover funds from budgeted \$1700 will go toward any extras the teacher request funds for.
- Yearbooks
 - Company doing the books is working well with Shannon.
 - Each class will have a two page spread rather than single page.
 - Most pictures are not so close up so difficult to see who is in them so hoping for more pictures that are closer up.
 - Working out distribution details to make it as easy on school staff as possible. Working with staff to ensure all students are listed and all students appear in photos.
 - Ordering will be done through the company website with final pricing but that won't occur until the layout is finalized.

- Year end teacher gifts
 - The zoom cooking night will not be possible (not the right season for the companies such as vineyards that provide this service)
 - Last staff meeting will be the second week of June (June 10), an ice cream truck visit is within our budget with a plant and note to go along with it. Shannon motions for a something little like a plant with a not, along with ice cream, Leanne seconds it, unanimous approval.
 - Shannon will coordinate this and communicate with MJ to organize when.

7:30—New Business

- No new business

9:09 Meeting adjourned

(Next meeting, Thursday, June 17th, 2021)