



Memorandum

Date: May 29, 2020
To: Planning and Facilities Committee
From: Mitch Van Aller, Director of Operations

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

1.0 ISSUE STATEMENT

École Glenmore Elementary School wishes to install a GaGa Ball Court, 8 tire sandpits and a mural 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 Glenmore Elementary School has been working with students, staff and the Parent Advisory Council (PAC) to plan and develop playground enhancements. The PAC has raised funds for the purchase of the GaGa Ball system and the school will pay for the installation of the GaGa Ball Court and 8 tire sandpits.

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 Glenmore Elementary School GaGa Ball Court.
2. Do not approve the Enhancement Agreement - École Glenmore 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 Glenmore Elementary School, the project will proceed.

7.0 DIRECTOR'S COMMENTS

A Jurisdiction is required as a portion of the work will be carried out by the PAC, students and volunteers (see appendix F).

8.0 STAFF RECOMMENDATION

THAT: The Planning and Facilities Committee recommends to the Board:

THAT: The Board of Education enter into an Enhancement Agreement with the École Glenmore Elementary School for the creation of a GaGa Ball Court, 8 tire sandpits and a mural, as attached the Agenda and presented at the June 3, 2020 Planning and Facilities Committee meeting.

9.0 APPENDICES

- A. Schedule A, Summary of Estimated Costs
- B. Schedule B, Enhancement Agreement
- C. Schedule C, Project Plan and/or Scope of Work
- D. Schedule D, Sketch of GaGa Ball Court Location
- E. Schedule E, Copy of April 21, 2020 PAC Meeting Minutes
- F. Schedule F, Jurisdiction

Appendix A

Schedule "A" - Estimate for Project Costs

Glenmore Elementary School - Enhancement Request - Gaga,Tires and Mural Projects

Description	unit(s)	\$/unit		Notes
Gaga Ball Pit			\$ -	
Gaga Ball Pit Kit	1	1000	\$ 1,000.00	Purchased by PAC
Install, lumber, screws, stain	1	1500	\$ 1,500.00	SD23 labour - GME cost
Tires				
Supply/Install	1		\$ -	Donation
Sand only	1		\$ 100.00	SD 23 labour - GME cost
Mural Project				
Surface Preparation	1	150	\$ 150.00	SD 23 labour - GME cost
Mural painting	1		\$ -	By teacher and students

Total	\$ 2,750.00
-------	-------------

Funding Sources					
GME contribution		\$ 1,750.00			
PAC contribution		\$ 1,000.00		already purchased	
Balance			\$ -		
Loan Request from District			\$ -		

Coach Cliff's Gaga Ball Pits LLC
PO Box 704
Libertyville, IL 60048
847.573.2377
info@gagaballpits.com



INVOICE

BILL TO

Sarah Bendall
104 Skyland Drive
Kelowna BC V1V 3A3
CANADA
gmepac@gmail.com

SHIP TO

École Glenmore Elementary
Wendy Briggs
960 Glenmore Drive
Kelowna, BC V1Y4P1
CANADA
250.801.5256

INVOICE # 31699

DATE 03/16/2020

DUE DATE 03/16/2020

TERMS Due on receipt

SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	SALES REP
04/23/2020	UPS International Ground	1ZR538E86897117443	Sarah B	AC

QTY	SKU	DESCRIPTION	RATE	AMOUNT
1	00830 - MULTI	OCTAGON 30H - MULTI-COLOR - ONE EACH OF 8 COLORS Gaga Ball Pit Bracket System: 8-Oct 30H brackets, Template, Assembly Instructions, Fastener Pack and Cut-Out templates and instructions	520.00	520.00T
1	02040-NL	30H ADA DOORWAY KIT Kit includes black jambs, hinges, latch, fasteners and instructions, Door is constructed with natural cedar wood. Compatible with 30H models.	350.00	350.00T
1		NOTE: - All amounts are shown and payable in U.S. \$ - Taxes and Duty are the responsibility of the recipient and due upon delivery unless broker information is provided.	0.00	0.00

03.16.2020 changed ship address to dehart ave (res) address
4/22/20 Ship to the school per Wendy to avoid higher Duties/broker fees.
School is open to accept deliveries.

SUBTOTAL	870.00
TAX (0%)	0.00
SHIPPING	240.00
TOTAL	1,110.00
PAYMENT	1,110.00
BALANCE DUE	\$0.00

SCHEDULE "B"

SCHOOL ENHANCEMENT PROJECT FUNDING AGREEMENT

THIS AGREEMENT made as of the 22 day of May, 2020.

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:

GLENMORE ELEMENTARY SCHOOL
(hereinafter called the "Funding Agency")

WHEREAS:

- A. The Funding Agency wishes to apply its independently obtained funding to assist Glenmore Elementary School 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/Deputy Superintendent

Name:

GLENMORE ELEMENTARY SCHOOL
by its Authorized Signatory:

W. Briggs
Signature by its Authorized Signatory

Wendy Briggs
Name:

SCHEDULE "C"

PROJECT PLAN AND/ OR SCOPE OF WORK

PROJECT NAME: Outdoor Learning and Play Spaces at GME

Ecole Glenmore Elementary -Gaga Ball Pit, 8 Sand Tire Pits, and Mural Retaining Wall
Primary Play Area Improvements

PROJECT SUMMARY:

Over the past few years, the staff and students at **GME** have been engaging in more outdoor learning and play places. As a result, we are hoping to be approved to create a variety of outdoor learning and play spaces for the students. With the outdoor improvements, students will have an opportunity to learn using a hands on approach, connect with nature, increase their physical activity and explore their areas of passion using inquiry based learning. Research has shown that outdoor learning can improve student's overall health and wellness, motivation and behaviour while decreasing student's levels of stress.

Our hope is to be able to work in collaboration with the Operations from SD 23, PAC, Kal Tire and our Art specialist teacher and students. We hope to create an outdoor Gaga Pit, that has been purchased with the PAC funds, 8 tire sand pits with recyclable large truck tires, and paint a mural over the existing faded mural on the retaining wall between the orange pod and the shared pod grassed area. This would provide the our youngest learners play spaces in sand at their level, physical activity for all in the gaga ball pit and beautification of an area that looks very tired and worn out. Pictures and assembly instructions have been included in this package for reference.

In preparation for the assembly of the Gaga Pit, a section of blacktop between the blue pod and the revitalized small adventure playground has been identified in the google map photo attached and will create the base of the gaga pit. The 8 large truck tires will be no higher than 18 inches high. The tires will be placed in two groups of 4 tires, one near the revitalized small adventure to the south and 4 tires to the west of the picnic tables under the trees. In this section we did not see any sprinkler heads that would be dramatically impacted by the tire sand pits. The mural will be painted by students under the direction of our Art specialist teacher who helped guide students to create the large mural attached to the entry of the school behind the bear sculptures.

The costs of all projects are minimal and the school will cover all SD 23 labour. The installation of the Gaga Pit is on existing backtop, only footings in concrete may be required for the brackets.

SCHEDULE "D"



April PAC Executive Voting

April 21, 2020

1 EMAIL SENT TO EXECUTIVE

Please read the following 3 motions for voting on and reply to this email with your responses.

Motion 1: Canceling April PAC Meeting

That we cancel the April 27, 2020 PAC Meeting due to COVID-19 restrictions.

Motion 2: Gaga Ball Pit Funding

That we purchase the Gaga Ball pit supports for installation by the district

While schools are closed there is an opportunity to get the gaga ball court installed by the district on the cement by the little adventure from the school/district budget. So, it would be a joint project, us paying for the pit supports (~\$1000US) and the school covering the district installation costs. This means that we could fulfill one of the projects that was on the list for this year at a lower cost to us. Yay!

We do have enough in our playground improvement account to move ahead with this project without needing any additional funds. I think it is a great opportunity to have this project completed. Just for reference we were looking at \$5000-\$8000 for this project initially with the additional cost of the wood and installation by the district and possibly ground cover.

*The pit would have an ADA doorway to have it completely accessible.

Motion 3: May Executive Meeting

That we wait until May 4th to set the date for a May executive meeting

We do need to have an executive meeting to revise the budget. We have less money coming in than planned but also will end up with slightly less costs; Klaus has asked Wendy to give us a list of where we are at and what things they are not going to need funding for any more. I propose that we wait and see what the BC guidelines are at the start of May and we might be able to meet in person instead of online.

I hope everyone is doing well. I am looking forward to working with all of you in-person, hopefully soon!

2 VOTING RESULTS

POSITION	NAME	MOTION 1 CANCEL APRIL PAC MEETING	MOTION 2 GAGA BALL PIT	MOTION 3 SET EXECUTIVE MEETING AFTER MAY 4
PRESIDENT	Sarah Bendall	Yes	Yes	Yes
SECRETARY	Tristaca Curley	Yes	Yes	Yes
TREASURER	Klaus Minck	Yes	Yes	Yes
COPAC REP	Camila Bifford	Yes	Yes	Yes
MEMBERS AT LARGE	Paulyn chua	Yes	Yes	Yes
	Candice Henriques	Yes	Yes	Yes
	Deb Lawless			
	Esther Moore	Yes	Yes	Yes
	Genevieve Bowman	Yes	Yes	Yes
	Rhonda Jarvis	Yes	Yes	Yes
	Jeneah Lightfoot	Yes	Yes	Yes
	Melissa Tesche	Yes	Yes	Yes
	Sabrina Carpenter	Yes	Yes	Yes
	Angela Mastracci	Yes	Yes	Yes
	Kellie Garcia	Yes	Yes	Yes
	Cara Timms	Yes	Yes	Yes
	Meshkat Javid	Yes	Yes	Yes
	LJ Winslade	Yes	Yes	Yes

That we cancel the April 27, 2020 PAC Meeting due to COVID-19 restrictions.

PASSED

That we purchase the Gaga Ball pit supports for installation by the district

PASSED

That we wait until May 4th to set the date for a May executive meeting

PASSED



Central Okanagan
Public Schools

Together We Learn

SCHEDULE "F"

OPERATIONS

685 Dease Road, Kelowna, BC V1X 4A4

Phone: (250) 870-5150 Fax: (250) 870-5094

JURISDICTION/RESPONSIBILITY FORM

JURISDICTION NO. JA - 13 - 20

Date:

May 20, 2020

SCHOOL:

Glenmore Elementary School

PROJECT:

GaGa Ball Court

ITEMS OF WORK	JURISDICTION RESPONSIBILITY	AGREEMENT
Prepare and paint retaining wall	} Own forces	Without Prejudice
prior to students and Art Teacher painting		Or Precedent
a new mural.		
Placement of 8 donated truck tires	Kal Tire and/or PAC	
Install sand into truck tires	Own Forces	<i>John H.</i>
Assemble GaGa equipment and bolt to ground	Own Forces	
		<i>Cupe 3523</i>
		<i>May 25/20</i>
		<i>[Signature]</i>

Email to CUPE Office at 3523pres@telus.net

File: /H/Projects/Jurisdiction/Blank Jurisdiction Form