

**SCHOOL ENHANCEMENT PROJECT FUNDING AGREEMENT**

THIS AGREEMENT made as of the 15 day of April, 2024.

**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 Board")

**AND:**

**THE PEACHLAND ELEMENTARY SCHOOL**  
(hereinafter called "the School")

**WHEREAS:**

- A. The School wishes to apply its independently obtained funding to assist in achieving a School Enhancement Project as described in the Schedules attached hereto (the "Enhancement Project").
- B. The Board agrees that the Enhancement Project described in the Schedules is appropriate for the School and provides a significant and desirable benefit to the students at the School.
- C. The Board has advised the School that its budget priorities and requirements prevent the ongoing allocation by the Board of funds for the necessary staff training, operation and/or maintenance of each Enhancement Project during the life of the enhancement and has requested the School to fund, as required, 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 Board accepting the Enhancement Project from the School, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The School, from its own resources, agrees to fund the capital cost for the Enhancement Project described in the Schedules.
2. The Director of Operations, or designate, agrees wherein resources are available, to assign personnel to supervise, install and maintain the Enhancement Project at the School, in compliance with the Collective Agreement(s), and at the cost of the School, as detailed herein.
3. The School further agrees to provide where required, such funds as determined by the Director of Operations, or designate, acting reasonably, that may be required for the staff training, operations, maintenance, and repair of the 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 Enhancement Project.
4. The Director of Operations, or designate, shall determine the standard and schedule of maintenance and repair work, and shall inspect and wherein resources are available, maintain and repair the enhancement to limit any liability of the Board arising out of the use of the Enhancement Project by the staff, students, or other persons at the School.
5. Upon accepting the Enhancement Project, the Board assumes the liability associated with the project and agrees to save harmless the School.
6. The Director of Operations, or designate, shall provide the School with the estimated costs of operating, monitoring, maintenance, and repair, wherein required, throughout the life of the Project. The School shall pay the Operations Department the actual invoiced cost.
7. In the event that the School is unwilling or unable to provide the necessary funds for the operation, maintenance and repair of any Enhancement Project, the Director of Operations, or designate, following (90) days written notice to the School, may, at its sole option, decommission the Enhancement Project, and following decommissioning invoice the School for any costs incurred.
8. The Board agrees that any breach by the School of its obligation to fund the required costs associated with the use of an Enhancement Project shall not be considered the personal obligation of any individual member of the School or its executive or directors and shall be limited to the current cash resources of the School, notwithstanding the operation of any law to the contrary.

9. This Agreement shall only be binding upon the Board upon the passage of a resolution by the Board and upon the School upon the approval by a resolution at a general meeting of the members of the School, authorizing the executive of the School 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 Signatories:



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Signature of Secretary Treasurer / CFO

Delta Carmichael

\_\_\_\_\_  
Name:

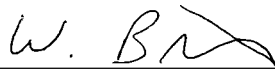


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Signature of Director of Operations

Rob Drew

\_\_\_\_\_  
Name:

**THE PEACHLAND ELEMENTARY**  
by its Authorized Signatory:



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Signature of School Principal:

Wendy Briggs

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Name: