

Brief

Partnerships: Local Government & School Board Collaboration

Preamble

The District of Taylor is making a joint application for a community excellence award based on the strength of our multi-faceted partnership with School District No. 60 that has led to an unprecedented level of cooperation between the two bodies.

Multi-faceted Partnership

The municipality and School District enjoy a very positive working agreement based on mutual respect and cooperation. At the core of this working relationship are two formal agreements that are described below. However, as this submission details, the level of cooperation/partnership goes far beyond the agreements to one of integrated involvement in municipal activities.

The two formal agreements with the School District are as follows:

- Facility Mutual Use Agreement

The anchor to our partnership is the mutual use agreement for school and municipal facilities (attached and forming part of this brief – Appendix 1.) This agreement maximizes facility use, while minimizing the need for duplication – thus saving the taxpayer precious funds/tax dollars.

This agreement results in all elementary school children in Taylor being exposed to cost effective sessions for learning to swim, skating, etc. The Council of the District of Taylor takes great pride in the fact that these swimming lessons provide a life long skill that potentially saves lives.

- Community Pre-school

A supplementary agreement has seen a collaborative effort to provide a much needed pre-school for the community (agreement attached as Appendix 2.) Through this agreement, for which the term was recently renewed for five years, the School District supplies a classroom in the Taylor Elementary School. The District then provides staffing licensing and supplies for the pre-school. The local school administrator helps to ensure that District staff (non-union) meshes with School staff (union).

The children in the community are the main beneficiaries of this unique agreement. Specifically, there is access to a qualified early childhood educator on a cost-recovery (non-profit) basis to minimize costs to the family.

Because of the location of the pre-school within the elementary school, there is also the supplementary or additional benefit of preparing children for elementary school at an early age. While initially concerned about the interaction between pre-school children and elementary age children (up to grade 7), it has been a great success with the older children basically acting as mentors to the pre-school children.

This success is largely the result of the school board and local school administration/staff being receptive and supportive of the program.

Informal interaction/partnership

Of course, the formal agreements with the School District form only a small portion of the interaction between the two bodies. The municipality and the elementary school itself work together on a number of issues of common concern.

For example, with the technical support of School District staff, the municipality is currently completing final details on a \$1.5 million community hall that can double as a junior secondary gymnasium. The municipality has provided confirmation to the School Board, that as long as the building can continue to serve dual use as a community hall, they are prepared to turn over this building and provide land for a new school development. Again maximizing use of facilities and minimizing the tax dollars need for facility construction. This has been accomplished by pre-designing the community hall to be connected to the school when population growth (or the age of existing structures) dictates the construction of a new school.

In addition, there are a number of community activities that are mutually supported. For example:

- Provision of children to assist in a community wide clean up during pitch in week when the District provides bags and pick up.
- Use of District equipment and operators (backhoe, dump truck, etc.) by the Parent/Teacher Association when needed (eg. installation of school playground equipment).
- Activity participation by the elementary school classes in municipal functions (such as Remembrance Day Service, Christmas Light Up, etc.).

Conclusion

The District of Taylor is submitting this application for a partnership award to ensure that tangible recognition of the excellent, cooperative and supportive arrangement between the municipality and school district is received.

Appendix 1

JOINT USE AGREEMENT

BETWEEN:

DISTRICT OF TAYLOR,
a municipal corporation having an address at
Box 300, Taylor, B.C., V0C 2K0
(the "District")

AND:

SCHOOL DISTRICT NO. 60 (Peace River North)
having offices at 10112 - 105 Avenue, Fort St. John, B.C., V1J 4S4
(the "School District")

WHEREAS: both parties agree that joint use of the District's recreational facilities and the Taylor Elementary School and equipment would be beneficial for the residents of Taylor:

AND WHEREAS: each party shall retain ownership to their said facilities and have final approval of the use of said facilities;

AND WHEREAS: each of the parties' staff will cooperate and coordinate supervision of said facilities;

NOW THEREFORE: in consideration of the covenants and agreements herein reserved and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RENTS

The parties will permit, without a rental fee, use of their facilities for all activities of students and residents in Taylor.

2. MANAGEMENT

The Municipal Clerk and other District staff will coordinate use of District recreational facilities with the use of the Taylor Elementary School through the Secretary-Treasurer of the School District and the Principal of the Taylor Elementary School. Their responsibilities will include the following:

- a) Implement the aims of this Agreement and coordinate all related matters.

- b) Recommend policies and develop regulations with regard to use of facilities, sites and areas.

3. MAINTENANCE

Each party agrees to operate and maintain facilities at their own expense.

4. SUPERVISION

Each party shall assume full responsibility for supervision, while using the other's facility. Supervision quality and concerns will be subject to review by joint staff, senior management, or the Board of School Trustees of the School District and District of Taylor Council.

5. REGULATIONS

Users of these facilities will comply with reasonable rules posted at the premises and other policies and regulations adopted by the parties.

6. PROPERTY DAMAGE

Each party will be responsible for property damage arising out of its misuse of the facilities.

7. EQUIPMENT

Each party will permit use of equipment and fixtures, but non-reusable supplies will not be provided.

8. TERM

May 1, 2005 to April 30, 2010

The term of this agreement shall be five (5) years and commence on the date hereof, but will be subject to earlier termination and the option of renewal, as set out herein.

9. RENEWAL

The parties shall have the option to renew this agreement on the same terms and conditions (except for the right of renewal, which is modified accordingly) for an additional five (5) year term, by giving notice to the other party one month prior to expiration of the term.

10. PUBLIC SAFETY

Each party shall take all reasonable precautions to ensure the safety of all persons using their facilities.

11. INDEMNITY

The parties hereby release, indemnify and save harmless each other from and against all liabilities, actions, causes of action, demands, claims, debts, losses, suits, costs, damages,

expenses and other harm of any kind which they or any other person now has or may at any time, for death, bodily injury, property loss or damage arising from or in any way connected with the agreement herein granted or any act, omission, negligence or default of the parties under this agreement.

The obligations of the parties to release and indemnify each other under this agreement shall survive any termination of this Agreement, notwithstanding anything in this Agreement to the contrary.

12. INSURANCE

- a) Each party shall be responsible for insurance of its recreational and other related facilities.
- b) Each party shall obtain and keep in force a policy of comprehensive general liability insurance providing coverage for death, bodily injury, property loss and property damage arising out of the parties use and occupation of its recreational facilities in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence and each shall be named as an additional insured under the Policies.

13. ALCOHOL

The parties shall not serve, use or permit the use of alcoholic beverages in their recreational facilities.

14. AMENDMENT

This agreement may not be modified or amended except by an instrument in writing signed by the parties.

15. NOTICE

Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when the Municipal Clerk or the Secretary-Treasurer is mailed a notice to the party at the address provided herein or to whatever address the parties from time to time in writing agree to.

16. SEVERANCE

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

17. ENUREMENT

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

18. CAPTIONS

The captions appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

19. ENTIRE AGREEMENT

The provisions herein contained constitute the entire agreement between the parties and supersede all previous agreements whether verbal or written between the parties with respect to the subject matter hereof.

20. TIME OF ESSENCE

Time is of the essence of this Agreement.

21. FURTHER ASSURANCES

The parties hereto shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement.

Agreed this 26th day of May, 2005

DISTRICT OF TAYLOR
by its authorized signatories



MAYOR

SCHOOL DISTRICT NO. 60
by its authorized signatories

SECRETARY-TREASURER



MUNICIPAL CLERK

BOARD CHAIR

Appendix 2

THIS AGREEMENT IS EFFECTIVE SEPTEMBER 1, 2005-JUNE 30TH, 2010

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH), 10112-105TH Avenue, Fort St. John, BC., V1J 4S4**

(hereinafter referred to as the "District")

AND:

**THE DISTRICT OF TAYLOR, Box 300 (10007-100A Street), Taylor, BC, V0C
2K0**

(hereinafter referred to as the "Tenant")

WHEREAS:

- A. The District is the registered owner of those lands and premises known as Taylor School and legally described as: -

Parcel Identifier: 005-982-341
Lot 1(except within Plan 29974),
Sec. 1
Twp. 83
Range 18
W6M
Plan 28457

(hereinafter called the "Lands")

- B. Located on the Lands are premises and improvements which constitute the Taylor Elementary School (the "School");
- C. The Tenant wishes to develop a joint pre-school program with the District providing classroom space and the Tenant providing staffing and administrative duties required to make the program work.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties agree as follows: -

1. **LICENSE/TERM**

- 1.1 The District hereby grants to the Tenant permission to occupy a vacant classroom (the Premises) at the School for a term of **five (5) years** commencing **September 1, 2005 and terminating June 30th, 2010;**
- 1.2 This Agreement constitutes a license to occupy only and conveys no interest in the Lands or the School;

2. **USE**

- 2.1 The District will not charge the Tenant rent for use of the Premises.

- 2.2 The Tenant shall use the Premises solely as a pre-school program and for no other purpose other than fundraising solely for the pre-school program (ie. Garage sales);
- 2.3 The District will permit the Tenant, its employees and invitees access and egress to the Premises and use of the School playground, provided such does not interfere with the use of such playground by the staff and students of the School;
- 2.4 The District will allow the Tenant use of the gym when not in use by the District at times and on terms and conditions from time to time set by the School Principal. The Tenant will be responsible for any equipment that goes missing or is broken during the Tenant's use of the gym.
- 2.5 The District shall have the right at all times to inspect the Premises and to repair according to notice;
- 2.6 The Tenant shall ensure that it and its employees and all persons attending, visiting or doing business with it on the Premises shall be bound by and shall observe any reasonable rules and regulations made by the District of which notice in writing is given;
- 2.7 The Tenant shall maintain sole responsibility for supervision of the pre-school children and provide competent and experienced supervision and personnel.

3. **TENANT RESPONSIBILITIES**

- 3.1 The Tenant shall not suffer or permit any builder's liens, charges or encumbrances to be registered against title to the Lands in connection with work done or material supplied to the Premises at the direction of the Tenant;
- 3.2 The Tenant shall at all times observe and comply with all applicable laws, by-laws, orders, directives, ordinances, regulations and requirements of the Ministry of Education and of any governmental authority that in any way affect the Lands, the School, the Premises or the operations and functions carried on, in or from the Premises;
- 3.3 The Tenant shall maintain standards of health, cleanliness and safety in the Premises;
- 3.4 The Tenant shall:
 - a) through District staff, maintain, repair and keep up the Premises;
 - b) leave the Premises in good repair, and return the Premises to its original state, at the expiration of the Term;
 - c) provide general clean up, such as picking up visible garbage, and mopping up spills, in preparation for cleaning services that are provided by District employees.
 - c) assume all costs relating to capital upgrade and maintenance of the premises that would be carried out to meet the needs of the Tenant.
 - d) pay for all replacement of electric light bulbs, tube and ballasts in respect to the Premises;

- e) bear the cost of any telephone installation and service to the Premises;
- f) not install or affix any signs or do any improvements or decorations to the Premises without the prior written consent of the Principal;
- g) not do anything on the Premises that may be deemed a nuisance;

3.5 The District is not responsible for any debt, obligation or other liability of the Tenant incurred prior to or after the date of this Agreement. The Tenant covenants that it will not represent to any person that the District is responsible for any obligation or liability of the Tenant.

4. **DISTRICT RESPONSIBILITIES**

4.1 The District covenants with the Tenant:

- a) for quiet enjoyment;
- b) to be responsible for the cost of all major and necessary repairs to the Premises;
- c) to provide janitorial services to the Premises;

5. **JOINT RESPONSIBILITIES**

5.1 The Tenant shall have the right of access, in common with the District, over the Lands to and from the Premises. The District shall have the right to designate access routes to be utilized by the Tenant.

5.2 There will be no subletting of the Premises by the District or the Tenant.

6. **INSURANCE**

6.1 The Tenant shall maintain liability insurance on the Premises on terms acceptable to the District with the District named as a co-insured thereunder, and provide the District with a copy of same. (The Tenant has no obligation to insure the building; it is insured by School District No. 60).

6.2 The Tenant acknowledges and agrees that the District shall not be liable or responsible in any way to the Tenant or any other person for any injury, loss, death or damage resulting or arising from any occurrence upon or related to the Premises, unless directly caused by the willful misconduct or gross negligence of the District.

6.3 The Tenant shall and hereby agrees to release, indemnify and hold harmless the District and its elected officials, employees, agents, contractors and students from and against all claims, actions, suits, damages, costs demands, expenses and all other losses whether arising from death, bodily injury, property damage, property loss or any other loss or damage of any kind whatsoever, arising out of or in any way related to this License, the Tenant's use or occupation of the Premises, the use of the Lands by the Tenant or any act, omission, negligence,

default or breach of this License by the Tenant. This release and indemnity shall survive the expiry or other termination of this License.

7. **GENERAL**

- 7.1 If the School is, in the opinion of the District, substantially damaged by fire or other casualties, the District may terminate this Agreement upon seven (7) days' notice.
- 7.2 a) In the event that either party is unable to fulfill its obligations pursuant to this Agreement or is dissatisfied with the other party's performance of its obligations pursuant to this Agreement, such party may terminate this Agreement by giving 90 days' written notice.
- b) If at any time during the term of this agreement there is a need for additional class space for any reason the License can be terminated with 90 days notice.
- c) If a party gives notice of termination pursuant to paragraph 7.2(a) or 7.2(b), the parties will endeavour in good faith to settle outstanding differences and if the parties are unable to do so by the end of the 90 day notice period, this Agreement will terminate.
- d) If the Agreement terminates, the party in breach of its obligations will remain liable for breaches committed prior to termination.
- 7.3 The District shall have the right to terminate this License at any time, without notice, should the Tenant fail to obtain or keep the requisite Provincial or other approvals, permits or licenses to operate a pre-school or should the Tenant cease to operate a pre-school program in the School as contemplated by this Agreement.
- If the Tenant shall breach any of its covenants, agreements or obligations under this license and the Tenant does not correct the breach within the reasonable time limit specified in a written notice given by the District to the Tenant, then the District shall have the right to terminate this License at any time thereafter by giving a written notice of termination to the Tenant.
- 7.4 Following the expiry of this Agreement, assuming there is space available, the District shall offer the Tenant the option to renew this Agreement for a further **five year term** providing the Tenant has throughout the term fully and faithfully observed all of the terms and conditions set forth in the License Agreement.
- 7.5 This License constitutes the full agreement between the parties and no amendment or addition hereto shall be valid unless set out in writing and executed on behalf of the parties.
- 7.6 Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when:

- a) sent by facsimile transmission or when personally delivered on the date of service; or
- b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post Office, whichever is the earlier so long as the notice is mailed to the party at the address provided herein or to whatever address the parties from time to time advise in writing;

provided that notice to the District shall be directed to the attention of the Secretary-Treasurer.

- 7.7 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that part is to be considered to have been severed from the remainder of this Agreement, which will continue in force unaffected by the severance.
- 7.8 Nothing in this Agreement affects the right of the District to exercise its statutory powers within its jurisdiction.
- 7.9 This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the said parties have caused this Agreement to be executed by their respective duly authorized officers.

DATED THIS _____ DAY OF _____, 2005

Secretary-Treasurer
School District No. 60
(Peace River North)

Mayor,
District of Taylor