

AGENDA

School Board Meeting



**Wednesday, September 23, 2015 6:00 pm Board Chambers
33 Spectacle Lake Drive
Dartmouth, NS**

- 1. CALL TO ORDER**

- 2. APPROVAL OF AGENDA**

- 3. AWARDS / PRESENTATIONS**
 - 3.1 Superintendent's Awards of Excellence – Elwin LeRoux, Superintendent and Tracy O’Kroneg, Director, Human Resource Services

 - 3.2 Safe Schools – Kendra Curren-Lindala, Consultant, Safe Schools, and Jasmine Metzler and Allison Dyer – Grade 8 Students from Sackville Heights Junior High School

4. CHAIR’S REPORT

5. SUPERINTENDENT’S REPORT

6. PUBLIC PRESENTATIONS

7. APPROVAL OF MINUTES/BUSINESS ARISING FROM THE MINUTES

July 7, 2015 (Special Board Meeting)

8. CORRESPONDENCE

- 8.1 Letter received June 24, 2015 from the Honourable Karen Casey, Minister of Education and Early Childhood Development, regarding the Teachers Provincial Agreement

Halifax Regional
School Board
33 Spectacle Lake Drive
Dartmouth NS
B3B 1X7
T 902 464-2000 Ext. 2321
F 902 464-2420

The HRSB would appreciate the support of the public and staff in creating a scent-reduced environment at all meetings. Please mute your Smartphone. Usage is restricted to outside the Board Chambers. Thank you.

- 8.2 Letter received July 31, 2015 from the Honourable Karen Casey, Minister of Education and Early Childhood Development, regarding the HRSB Bylaws
- 8.3 Letter received August 13, 2015 from the Honourable Karen Casey, Minister of Education and Early Childhood Development, regarding the collective bargaining process
- 8.4 Letter received September 8, 2015 from the Honourable Karen Casey, Minister of Education and Early Childhood Development, regarding the Provincial Homework Policy

9. ITEMS FOR DECISION

10. COMMITTEE REPORTS

- 10.1 Audit Committee
- 10.2 Policy Development and Review Committee
- 10.3 Nova Scotia School Boards Association

11. INFORMATION ITEMS

- 11.1 Report #2015-09-33 – Focus on Learning: Early Years – Alison King, Director, Program, Leanne March, Principal at Rockingstone Heights School, and Renee Forbes, Lead, Early Childhood Educator for the Early Years
- 11.2 Report #2015-06-25 – Diversity Management Report – Tracy O’Kroneg, Director, Human Resource Services and Wendy MacKey, Senior Diversity Advisor
- 11.3 Report #2015-09-28 – Occupational Health & Safety - Quarterly Update, Q2 2015, April 1 to June 30, 2015– Tracy O’Kroneg, Director, Human Resource Services and John Swales, Manager, Occupational Health & Safety
- 11.4 Report #2015-09-30 – Charles P. Allen High School/Bedford-Hammonds Plains Community Center Joint Use Agreement – Ron Heiman, Director, Operations Services

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11.5 Report #2015-09-31 – Cole Harbour District High School Gymnasium
Joint Use Agreement – Ron Heiman, Director, Operations Services

12. NOTICE OF MOTION

13. DATES OF NEXT MEETINGS

Policy Development and Review Committee – October 21, 2015

Regular Board Meeting – October 28, 2015

14. IN-CAMERA

14.1 Summer Signing Report

14.2 Disclosure of Wrongdoing Annual Report

14.3 Electoral Boundary Reviews

14.4 Board Self-Assessment

15. ADJOURNMENT

The HRSB would appreciate the support of the public and staff in creating a scent-reduced environment at all meetings. Please mute your Smartphone. Usage is restricted to outside the Board Chambers. Thank you.

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Education and Early Childhood Development
Office of the Minister

PO Box 578, Halifax, Nova Scotia, Canada B3J 2S9 • Telephone 902 424-4236 Fax 902 424-0680 • www.ednet.ns.ca

JUN 24 2015

Private & Confidential

Melinda Daye
Board Chair
Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

Dear Ms. Daye,

Melinda

The Minister of Education and Early Childhood Development Bargaining Team is beginning preparation for negotiations with the Nova Scotia Teachers Union (NSTU) for the Teachers Provincial Agreement (TPA). The current agreement with the teachers expires on July 31, 2015. It's anticipated that negotiations will begin in mid-September 2015.

We will be reviewing School Board input through your Superintendents and Directors of Human Resources. As well, I'm soliciting any items that you, the Board Chair and members as a group, believe should be considered in preparing proposals for the upcoming negotiations.

Please coordinate your feedback through Ms. Nancy Pynch-Worthylake, Executive Director, NSSBA. If you have any questions please contact Matthew Spicer, Acting Director, Labour Relations. Matthew can be reached at matthew.spicer@novascotia.ca or by phone at (902) 424-2797. We would appreciate your feedback by Friday, July 17th.

Thank you for your co-operation.

Yours truly,

Karen Casey

Karen Casey
Minister of Education & Early Childhood Development

Cc: Sandra, McKenzie, Deputy Minister, EECD
Diana Eisenhauer, Chief Operating Officer, EECD
Nancy Pynch-Worthylake, Executive Director, NSSBA
Elwin LeRoux, Superintendent, Halifax Regional School Board
Matthew Spicer, A/Director, Labour Relation, F&TB



AUG 17 2015

Education and Early Childhood Development
Office of the Minister

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JUL 31 2015

Melinda Daye, Board Chair
Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

Dear Ms. Daye:

Melinda

I am writing in response to your correspondence of July 16, 2015, with regard to the Halifax Regional School Board's request for approval of revisions to the Board By-Laws.

I am approving the changes to the By-Laws as attached to your letter and endorsed by the Board at its June 24, 2015, meeting.

I wish the Halifax Regional School Board every success for the new school year.

Yours truly,

A handwritten signature in cursive script, appearing to read "Karen Casey".

Karen Casey
Minister of Education and Early Childhood Development



NOVA SCOTIA

**Education and Early Childhood Development
Office of the Minister**

PO Box 578, Halifax, Nova Scotia, Canada B3J 2S9 • Telephone 902 424-4236 Fax 902 424-0680 • www.ednet.ns.ca

AUG 13 2015

Ms. Melinda Daye
Board Chair
Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

Dear Ms. Daye:

I am writing to inform you of a meeting that will be taking place next week between labour leaders and government. The purpose of this meeting is to begin initial discussions to advance a new approach to collective bargaining across the public sector.

This discussion is timely, as public sector employers are ready to continue negotiations of new collective agreements for most of our public sector workforce.

The Nova Scotia provincial public sector employs approximately 50,000 Nova Scotians. The vast majority, over 75%, of those employed are unionized employees working to provide public services and improve the lives of all Nova Scotians.

Over the past three years, Nova Scotia has had the highest labour settlements in the country—settlements that outpaced the growth in our economy. At present the provincial government and public sector employers spend about \$5.2 billion on compensation. At 58% of total provincial spending, compensation represents the single public largest expenditure.

Government has produced a fiscal plan as part of its commitment to responsibly manage taxpayers' money. That fiscal plan lays out the stark reality we face as a province. We must manage our expenses in order to sustain the core public services government provides to citizens such as skills and jobs training, healthcare, education and support for seniors and low income Nova Scotians.

All employees deserve to be paid fairly for their work and all Nova Scotians value their contributions. Their ingenuity and commitment is highly valued and we believe they wish to collaborate and be part of solving the challenge we are all facing: sustaining public services when economic growth has been muted and new money is limited.

A core priority of this government is to reform the province's finances in order to safeguard the services Nova Scotians rely upon. And, simply put, Nova Scotia taxpayers will not be asked to contribute any more.

Government continues to be committed to a fair, transparent collective bargaining process that respects the interests of employees, employers and the public. Collectively we believe we have an opportunity to work together in a progressive way while being mindful of Nova Scotia's fiscal reality and government's responsibility to manage prudently in accordance with our fiscal plan.

Notwithstanding the challenges the province faces, there is tremendous room for creativity, improvement, innovation and collaboration within our current context. In order to be successful, we need to mobilize the innovation, skills and commitment of public sector unions and employees.

Following the initial meeting, I will share more detailed information with you regarding next steps. I thank you for your continued support.

Yours truly,

A handwritten signature in black ink that reads "Karen Casey". The signature is written in a cursive, flowing style.

Karen Casey
Minister
Department of Education and Early Childhood Development

cc Elwin LeRoux



SEP 08 2015

Education and Early Childhood Development
Office of the Minister

PO Box 578, Halifax, Nova Scotia, Canada B3J 2S9 • Telephone 902 424-4236 Fax 902 424-0680 • www.ednet.ns.ca

September 3, 2015

Melinda Daye, Chair
Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

Dear Ms. Daye:

I am pleased to provide you with a copy of the new Provincial Homework Policy. This Ministerial policy came into effect on September 1, 2015 and will apply to all public schools in the province.

The new policy fulfills one of the commitments made in the *Action Plan* and is intended to replace previous homework guidelines issued by the Department and school boards. It reflects research about effective homework and the standards we are asking teachers to follow. It is based on responses to an online survey completed by just over 7,000 Nova Scotians earlier this year.

Schools will be receiving materials to assist them with implementation of the policy over the next few weeks. I appreciate the role you play in monitoring its implementation through staff reports in the coming year.

Yours truly,

Karen Casey
Minister of Education and Early Childhood Development

c Susan Ritchie, Nova Scotia School Boards Association

Provincial Homework Policy (Grades P–12)

1. Introduction

The Provincial Homework Policy establishes the expectation for educators to assign developmentally appropriate homework at each grade level to enhance student learning. This policy applies to all public schools in the province of Nova Scotia.

Homework is an out-of-classroom activity that provides an opportunity for students to practice what they are learning in class. It should be evaluated to provide feedback to students.

Homework can help students develop academically and personally when the work is carefully planned, directly connected to classroom learning, meaningful to students, and appropriate for a student's age and stage of development.

2. The Purpose of Homework

Homework has one or more of the following three purposes:

- **Prepare** information or materials for future learning activities (e.g., gather resources, read something for a class discussion, or rehearse for a presentation).
- **Practice** new knowledge or new skills (e.g., read for pleasure, practice physical skills, practice a musical instrument, use new knowledge to complete a project, or practice basic literacy and math skills).
- **Enrich** students' understanding of a topic and apply it in new ways (e.g., research local news, investigate a science experiment, write daily or weekly reflections in a journal, or apply skills to a class project).

Homework will not be used for the following reasons:

- to discipline or punish a student
- to introduce or practice skills the student does not understand
- to assess a student's learning without reference to other work

The purpose of homework will vary by grade and subject:

- Homework assigned in grades primary–6 will
 - enhance student learning of foundational skills in reading and math (e.g., reading for pleasure, educational games)
 - gradually introduce time to practice or apply learning in other subject areas
 - promote healthy growth and development (e.g., practicing physical skills, interviewing family members)
- Homework assigned in grades 7–12 will expand students' learning of advanced skills and subject-specific knowledge.

The development of life skills (e.g., time management, self-direction, independent problem solving) will be an important element of homework at all grade levels (primary–12).



School boards will

- Monitor implementation of the policy in all schools.
- Provide principals with information on best practices for designing homework to support student learning.
- Ensure that all schools have a process for regular communication with parents about homework assignments (e.g., class websites, newsletters).

School administrators will

- Establish a school-wide approach to designing and assigning homework, including a process for home-school communications.
- Inform families about the Provincial Homework Policy.
- Ensure that all teachers adhere to the policy.
- Identify opportunities for students to receive homework help at school (e.g., homework club) and after school hours.
- Coordinate school-wide resources that support the successful completion of homework (e.g., newsletters, homework clubs, assignments coordinated among teachers).
- Offer information to help families support their children with homework.

Teachers will

- Implement the expectations outlined in the policy, in all classes.
- Evaluate homework and provide timely feedback to students.
- Participate in a school-wide approach to coordinating and communicating about homework.
- Follow up with families if a student is consistently unable to complete homework assignments on time.

Students will

- Regularly complete homework assignments on time and to the best of their ability.
- Seek a clear understanding of assigned homework (e.g., objectives, timelines, resources needed) and ask for clarification if expectations are not clear.
- Learn to manage the time and resources they need to complete homework.

Families will

- Provide encouragement and appropriate support to help students develop study skills at home (e.g., time management).
- Help students balance time spent on homework, extracurricular, and out-of-school commitments.
- Contact teachers if their child is regularly unable to complete homework assignments or needs significant amounts of time or help.



HALIFAX REGIONAL SCHOOL BOARD DIVERSITY MANAGEMENT REPORT

PURPOSE: To provide the Governing Board with an update on Diversity Management initiatives.

BACKGROUND: Over the past several years, the Coordinator, Diversity Management has provided an annual report to the Governing Board pursuant to the Diversity Management Policy (D.009). Although the current Diversity Management policy focuses on employment equity, it is important for the Governing Board to be informed about a broad range of diversity initiatives from both Human Resources Services and Board Services.

CONTENT: **Creation of Diversity Team**

In August 2015, the Board Services department was restructured to include staff that have primary responsibilities in the areas of diversity. The Diversity Team consists of the following positions:

1. Senior Diversity Advisor
2. Facilitator, RCH and African Nova Scotian Student Support
3. Facilitator, RCH and Mi'kmaq/Aboriginal Student Support
4. Consultant, English as an Additional Language (EAL)

The **Senior Diversity Advisor** provides executive advice to Senior Staff on matters of diversity, equity and inclusion. The Senior Diversity Advisor is responsible for leadership and coordination of diversity programming and supports for students, the ongoing implementation of the Racial Equity Policy and the Race Relation, Cross Cultural Understanding and Human Rights (RCH) in Learning Policy. The Senior Diversity Advisor will guide, support and supervise a team of professionals focusing on the improvement of student achievement, provincial and municipal immigration strategies and community engagement.

The **Facilitator(s), RCH** is responsible to ensure the principles and best practices of race relations, cross cultural understanding and human rights (RCH) are embedded in the delivery of programs and services for students. He/she will facilitate professional development for central office and school staff which fosters culturally relevant pedagogy and cultural proficiency and promotes a positive learning environment. The Facilitator leads a team of Student Support Workers and is responsible for identifying and developing programs, learning supports and strategies which respond to the needs of all learners. Each RCH Facilitator will have demonstrated experience and expertise supporting African Nova Scotian student and/or Aboriginal students and their portfolio will be assigned accordingly.

The **Consultant, English as an Additional Language (EAL)** is responsible for enhancing the Halifax Regional School Board's capacity to support Immigrant students and families through provincial and municipal partnerships. The consultant is also responsible for the implementation and support of the English as an Additional Language Guidelines, supporting School Principals and EAL site based

teachers. The consultant provides leadership and direction for programming for Immigrant students including: high school course development, supporting culturally responsive pedagogy, linguistically appropriate practice and teacher/administrator professional development.

Diversity Team Initiatives for 2015-2016

Implement Culturally Relevant Pedagogy

The Diversity team will work in collaboration with Program department staff and School Administration department staff to implement instruction that is culturally responsive and linguistically appropriate to diverse students learning styles. This work began last year with developing an understanding of Culturally Relevant instruction with school principals, vice principals and central office staff who provide direct support to schools. As well, direct support was provided to implement Culturally Relevant Pedagogy in six of the priority schools and will be expanded to additional priority schools this year.

Strengthen Race Relations, Cross Cultural Understanding and Human Rights (RCH)

The Facilitators will work in collaboration with Program Department curriculum staff and school administrators to continue to ensure that the principles of RCH are imbedded in instruction and expand the understanding of the RCH in Learning policy at the classroom level. The Facilitators will support Principals in dealing with RCH matters.

Expand Supports to Immigrant Students

The Consultant, EAL will work in collaboration with provincial and municipal organizations (Halifax Local Immigrant Partnership (HFX LIP), NS Office of Immigration and Citizenship (NSOI) and Citizenship and Immigration Canada (CIC) to facilitate the coordination of welcoming immigrant students and families to support their transition into HRSB schools and the culture of Nova Scotia.

Strengthen African Nova Scotian and Mi'kmaq/Aboriginal Student Support

The diversity team, through the work of the Facilitators, will work towards strengthening the support provided Student Support Workers and programming for Mi'kmaq, Aboriginal and African Nova Scotian students. The programming will continue to focus on student engagement and student success.

Recruitment & Hiring Initiatives

Over the past year Human Resources has undertaken a number of initiatives in an effort to recruit a diverse range of candidates for employment with the HRSB. Some of these initiatives include the following:

- HR Staff represented the HRSB at a number of community based Job Fairs, including MSVU, Success College, YWCA, WADE Limited, Job Search Services and Job Junction.

- A comprehensive contact list of over fifty (50) community partners and organizations has been created for the purpose of recruitment and outreach. HR will often send job postings and staffing information to the contacts included on the list to promote outreach.
- The HRSB offered the maximum number of “Equity Contracts” permitted in the NSTU Local Collective Agreement. A total of sixteen (16) contracts were awarded - nine (9) contracts were awarded to candidates who self-identified as African Nova Scotian and seven (7) contracts were awarded to candidates who self-identified as Aboriginal.
- HR continues to work collaboratively with Immigrant Services Association of Nova Scotia (ISANS) to assist clients in applying for jobs and arranging opportunities for job shadowing within the HRSB.
- Two orientation sessions were held last year for new teachers who self-identified as equity candidates. The information gathered at the sessions will inform strategies needed to support the recruitment and retention of staff and provide support to new teachers in the beginning stages of their career. Additional sessions will be held again this year.
- HR met with two Aboriginal Employment Officers to discuss strategies to increase employment outreach with the Aboriginal community.
- The *African Nova Scotian/Mi’Kmaq Education Task Force Report and Recommendations* was presented to the governing board in January 2015 and all of the recommendations applicable to the HRSB have been implemented or are underway.
- Hiring Best Practices training was provided to new Principals and Vice Principals, emphasizing the importance of fair hiring practices.
- HR recently launched a Twitter and LinkedIn account which will assist with recruiting and outreach.
- HR Staff continue to support the Priority Schools in an effort to reduce turnover and increase diversity within the schools.
- In October, HR Staff will attend a career fair for HRSB students to promote teaching as a potential career and other professions within the HRSB.
- Work collaboratively with the Senior Diversity Advisor to develop a program to increase employee self-identification.

Respectful Workplace Policy

In June 2015, the governing board approved the revised Respectful Workplace Policy, formerly known as the Harassment Policy. With the approval of the policy a new “Respectful Workplace Consultant” position was approved and assigned to HR. The Respectful Workplace Consultant has been hired and will develop a new Respectful Workplace Program for the HRSB. In addition to investigating harassment complaints under the policy, the Respectful Workplace Consultant will also offer services for all employees who may be experiencing conflict in the workplace. Services can be provided onsite or at other locations, and include confidential consultations, coaching, mediation, other restorative approaches and professional development opportunities.

COST:

N/A

FUNDING: N/A

TIMELINE: N/A

APPENDICES: N/A

RECOMMENDATIONS: It is recommended the Governing Board receive this report for information.

COMMUNICATIONS:

From: For further information please contact:

Wendy Mackey, Senior Diversity Advisor
Email: wmackey@hrsb.ca Ph: (902) 464-2000 ext. 2321

Tracy O’Kroneg, Director, Human Resources Services
Email: tokroneg@hrsb.ca Ph: (902) 464-2000 ext. 2323

To: Senior Staff September 15, 2015
Board September 23, 2015

**HALIFAX REGIONAL SCHOOL BOARD
OCCUPATIONAL HEALTH & SAFETY – QUARTERLY UPDATE (Q2)
APRIL 1, 2015 - JUNE 30, 2015**

PURPOSE: To inform the Governing Board of Occupational Health & Safety (OHS) matters.

BACKGROUND: Reporting on a quarterly basis is part of a due diligence process so the Governing Board is aware of OHS significant statistics and activities.

CONTENT: Please see Appendix A - Occupational Health & Safety Quarterly Update, April 1, 2015 – June 30, 2015.

COST: N/A

FUNDING: N/A

TIMELINE: N/A

APPENDIX: Appendix A - Occupational Health & Safety Quarterly Update, April 1, 2015 – June 30, 2015.

RECOMMENDATIONS: It is recommended the Governing Board receive the report for information.

COMMUNICATIONS: N/A

From: John Swales, Manager, Occupational Health & Safety
Email: jswales@hrsb.ca Ph: (902) 464-2000 ext. 2204

Tracy O’Kroneg, Director, Human Resource Services
Email: tokroneg@hrsb.ca Ph: (902) 464-2000 ext. 2323

To: Senior Staff September 8, 2015
Board September 23, 2015

Occupational Health & Safety
Quarterly Update
Q2 2015
April 1 to June 30, 2015

School Insurance Program (SIP) – Reported Incidents

Group	Incidents	
	Reporting Quarter	Same Quarter Last Year
	Apr 1 to Jun 30, 2015	Apr 1 to Jun 30, 2014
Employees*	98	106
Students and other**	812	674
Total	910	780

*SIP Incident Report forms are submitted by school administrators for incidents occurring to school community members during school related activities.

**Employee incidents resulting in a lost time injury or medical attention may also be reported under Workers' Compensation Board or Injury on Duty below.

One third of SIP reported employee incidents were related to a slip/trip/fall and another third were related to incidents while working with a student.

Injury on Duty (NSTU)

This group of employees is not covered by WCB.

Injury On Duty Applications Approved		
Reporting Quarter	Same Quarter Last Year	Preceding Quarter
Apr 1 to Jun 30, 2015	Apr 1 to Jun 30, 2014	Jan 1 to Mar 31, 2015
5	9	5

All of the incidents are slip and/or fall related.

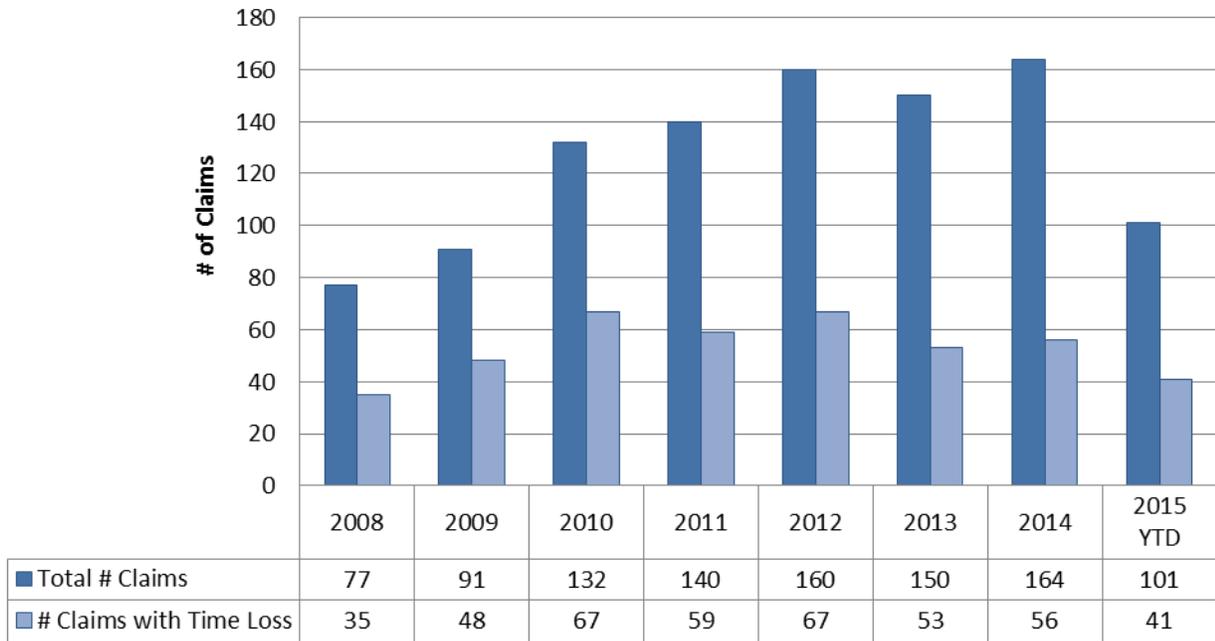
Workers' Compensation Board (WCB) Claims

Thirty-five (35) claims were submitted to the Workers' Compensation Board. 10 claims resulted in time lost from work and payment of wage benefits.

	Submitted	Claim Denied	Med Costs Only	Lost Time Claims
CUPE	20	4	10	6
NSUPE	7	2	2	3
NSGEU	0	0	0	0
EXCEL	6	2	3	1
LUNCH	1	1	0	0
PEG	1	0	1	0
Totals	35	9	16	10

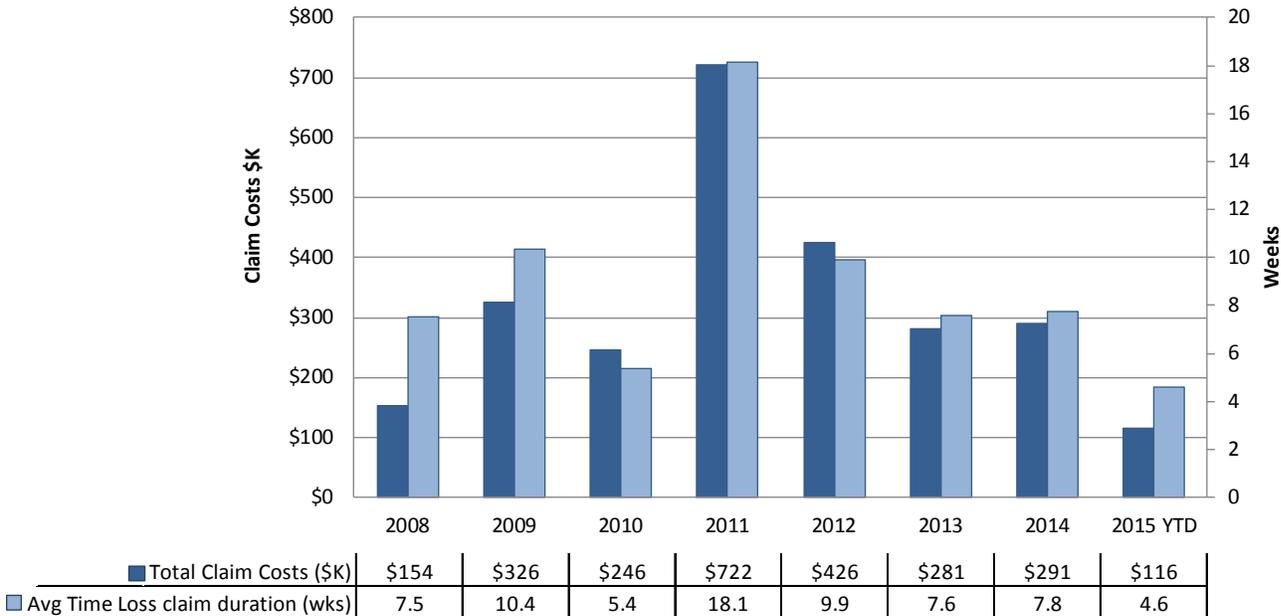
The following graph demonstrates year to date WCB data in relation to data of previous full years.

Number of Claims



The following graph shows a relationship between claim cost and the duration of time loss claims.

Claim Costs and Avg Time Loss Duration



OH&S Division of (Department of Labour and Advanced Education)

Workplaces Inspected	Workplaces with Compliance Orders Issued	Total Compliance Orders Issued
1	0	0

One air quality complaint related to a portable classroom was received by the OHS Division of the Department of Labour and Advanced Education. An Officer visited the school and conducted a workplace inspection. A warning was issued to remind the Joint Occupational Health and Safety Committee to adhere to the Rules of Procedure regarding meeting frequency. The school has taken the appropriate action.

Air quality testing showed that the portable classroom was safe for occupancy.

Health & Safety Training

Emergency First Aid: Seven sessions open to Educational Program Assistants and Secretaries were attended by 146 employees. Forty-eight physical education teachers attended a two-day Standard First Aid course.

Nonviolent Crisis Intervention (NVCI): Safe Schools trained approximately 60 school based teachers in NVCI. Sixty Educational Program Assistants were recertified.

Other

In May, the Halifax Regional School Board received a special commendation letter from CEO Stuart MacLean and Coach Bob Westhaver of the Workers' Compensation Board of Nova Scotia to recognize the Halifax Regional School Board "DOERS" initiative. Highlights were featured in the Superintendent's monthly report to the Governing Board.

HALIFAX REGIONAL SCHOOL BOARD

CHARLES P. ALLEN HIGH SCHOOL/BEDFORD-HAMMONDS PLAINS COMMUNITY CENTER JOINT USE AGREEMENT

PURPOSE:

This report is submitted by Operations Services for information regarding the Joint Use Agreement (JUA) between Halifax Regional School Board (HRSB) and Halifax Regional Municipality (HRM) for the Charles P. Allen High School/Bedford-Hammonds Plains Community Center.

BACKGROUND:

Charles P. Allen High School opened in September 2013. HRM contributed \$10,700,000 for enhancement of the cafetorium sound system, construction of a community center and an all-weather turf sports field at the school.

Article 133 (1) of the Education Act states the following: “A school board and a municipality may enter into an agreement whereby the municipality agrees to pay the capital cost of a community facility to be acquired by the school board in or in association with a public school and the cost of maintaining and operating the community facility.”

Paragraph (6) states that: “An agreement with respect to a community facility is of no effect unless the agreement is approved by the Minister.”

CONTENT:

As noted above, a Joint Use Agreement was identified as a necessary document to establish parameters for the operation and reciprocal use of spaces within the school and community center. A JUA has been drafted and is attached to this report as Appendix A.

The JUA was developed collaboratively through consultation between staff from HRM Parks and Recreation, HRSB Operations Services, Administration Services and Charles P. Allen High administration, with input from the Department of Education and Early Childhood development (EECD Facilities Management and reviews by HRM and HRSB legal counsel. It is intended as a stand-alone document but reflects the intent of the existing Service Exchange Agreement (SEA) between HRM and HRSB.

The community center Manager is responsible for program development and community bookings of the community center, sports field and school after hours. HRSB has priority to book spaces within the school and books mandatory scheduled activities each June in preparation for the next school year to accommodate events such as parent/teacher night, concerts and team practices. School committees such as School Advisory Council are not required to pay for use of school spaces to accommodate meetings after hours.

HRSB and HRM are responsible for maintenance within their own facilities. Where services are provided by HRSB such as snow removal, waste collection or building system maintenance that also provide a benefit to the community center,

the HRM will receive quarterly invoices from HRSB based on a 22.3 % recovery of these operational costs.

The JUA allows for review of the agreement at any time upon request in writing from either party. A performance monitoring report will be presented annually by the Facility Operations Committee (FOC).

COST: N/A

FUNDING: N/A

TIMELINE: The Joint Use Agreement will become effective upon signing by the parties and approval by the Minister of Education and Early Childhood Development.

APPENDICES: Appendix A: Joint Use Agreement Halifax Regional Municipality and Halifax Regional School Board/Charles P. Allen High School-Bedford Hammonds Plains Community Center.

RECOMMENDATIONS: It is recommended that the Board receive this report for information.

COMMUNICATIONS:

AUDIENCE	RESPONSIBLE	TIMELINE
Department of Education and Early Childhood Development	Superintendent	Upon Board Approval
Halifax Regional Municipality	Director Operations Services	Upon Board Approval

From: For further information please contact:

Ron Heiman-Director Operations services at 464-2000 ext 2241 or at e-mail address rheiman@hrsb.ns.ca;

To: Senior Staff September 15, 2015
Board September 23, 2015

Joint-Use Agreement

Halifax Regional Municipality
and
Halifax Regional School Board

*Charles P Allen High School
Bedford Hammonds Plains Community Centre*



Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, Nova Scotia
B3B 1X7

Tel: 902-464-2000
www.hrsb.ns.ca



Halifax Regional Municipality
Community & Recreation Services
Community Development & Partnerships
PO Box 1749
Halifax, Nova Scotia B3J 3A5

Tel: 902-490-5713
Fax: 902-490-5950
www.halifax.ca

THIS AGREEMENT MADE THIS ___ day of _____, 2014

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY (“HRM”)

- and -

HALIFAX REGIONAL SCHOOL BOARD (“HRSB”)

respecting the CP Allen High School & Bedford Hammonds Plains Community Centre

Preamble

WHEREAS in 2004, HRM and HRSB (hereafter collectively referred to as “the Parties”) entered into a cooperatively developed principle-based Service Exchange Agreement (“SEA”), the intent of which was to provide a long-term solution regarding access to facilities, programs and services between the Parties as well as ensuring Facility availability for the general community.

AND WHEREAS this Agreement is intended to give effect to the spirit and intent of the SEA, but exists in its own right separate and apart from the SEA. Unless otherwise specified, the terms of the SEA do not qualify or govern this Agreement;

AND WHEREAS pursuant to the Education Act, the HRSB and HRM may enter into an agreement wherein HRM agrees to pay the capital cost of a community facility in association with the new school and the cost of maintaining and operating the community facility;

AND WHEREAS with a capital contribution of \$10,700,000 from HRM, the Provincial Department of Education & Early Childhood Development have constructed a new school for HRSB, and, a new community centre for HRM in Bedford, Nova Scotia;

AND WHEREAS the Parties have a mutual interest in assuring public facilities are accessible and available for Students, HRM program participants and the community of HRM at large;

AND WHEREAS full cooperation between the Parties is necessary to provide the best service with the least possible expenditure of public funds;

AND WHEREAS the Parties agree that a joint use concept will best provide for the usage, maintenance and operation of both the School and the Community Centre and allow and encourage the Parties to work together in developing the Facilities for shared usage;

AND WHEREAS the Parties agree that coordinated and cooperative scheduling of the Facilities on the terms and conditions set forth in this Agreement is the best way to maximize the beneficial use of the Facilities while ensuring that they are maintained as sustainable community assets;

AND WHEREAS the School has been constructed in accordance with the Education Act to serve

the needs of Students and will provide recreation opportunities for the greater HRM community;

IN CONSIDERATION OF the forgoing, HRM and HRSB agree as follows:

Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

“Academic Year” means September 1st to June 30th in each calendar year;

“Agreement” means this joint-use agreement including any and all schedules attached hereto;

“Athletic Field” means that portion of the Complex which is the artificial turf field located adjacent to the School and the Community Centre, as depicted on Schedule “C” attached hereto;

“Capital Contribution” means HRM’s capital contribution in the amount of \$10,700,000.00 towards the construction of the Community Centre, the Athletic Field and certain improvements in the School;

“Community Centre” means that portion of the Complex known as the “Bedford Hammonds Plains Community Centre” as depicted on Schedule “C” attached hereto;

“Complex” means the entire complex constructed and owned by HRSB in Bedford, Nova Scotia, as depicted in Schedule “C” attached hereto, and includes the School, the Community Centre and the Athletic Field;

“Confidential Information” means the confidential or proprietary information of one Party, including data, technical information, financial information including prices and utility rates, and business information including business plans, strategy and practices, which has been or may hereafter be disclosed, directly or indirectly to other Party either orally, in writing or in any other material form pursuant to this Agreement;

“FOC” means the Facility Operations Committee comprised of the designated representatives of HRM and HRSB as outlined in “Schedule B”;

“Facilities” means, collectively, the School, the Community Centre, and the Athletic Field and “Facility” means any one of them;

“Principal” means the principal of the School;

“Province” means the Province of Nova Scotia;

“School” means that portion of the Complex known as “Charles P Allen High School” as depicted on Schedule “C” attached hereto;

“School Hours” means the hours of 7:00 a.m. to 6:00 p.m., Monday to Friday, throughout the Academic Year;

“SEA” means the Service Exchange Agreement entered into between HRM and HRSB;

“Students” means pupils enrolled in regular or special education programs at the School; and

“Year Round” includes academic and non-academic calendar exclusive of statutory holidays.

1.0 Purpose and Objectives

1.1 The purpose, objectives and guiding principles of this Agreement are as described in Schedule “A” hereto attached.

2.0 Facilities To Be Shared

2.1 This Agreement is limited to the joint-use and sharing of the School, the Community Centre and the Athletic Field.

3.0 Access to School and Community Centre

3.1 HRSB agrees to make the School, and HRM agrees to make the Community Centre available for use by the other Party on a first priority basis after the scheduling requirements for its own programs and services have been met. It is understood that each Party has budget limitations and administrative processes that must be respected in implementing programs and services.

Scheduling issues are to be dealt with in a cooperative manner as per the provisions of this Agreement and in particular, Section 4.

3.2 It is understood by the Parties that the School is intended primarily for educational purposes and for the benefit of Students. It is therefore agreed by HRM that, in planning programs and scheduling activities in the School, the needs and opportunities of educational programs shall be dealt with in priority to recreational programs.

3.3 It is understood by the Parties that the Community Centre is intended primarily for recreational purposes for the benefit of the citizens at large. It is therefore agreed by HRSB that, in planning programs and scheduling activities in the Community Centre, the needs and opportunities of recreational programs shall be dealt with in priority to educational programs.

3.4 HRM and HRSB shall participate jointly on the FOC to ensure the ongoing successful communications and operations of the School and the Community Centre. The FOC will be chaired and populated with representatives as determined by Schedule “B”.

3.5 HRSB grants to HRM the right to make use of the School at no charge when the School is not being used for educational purposes. For greater clarity, the School shall be used by HRSB for educational purposes during School Hours, commencing at 7:00 a.m. and ending at 6:00 p.m., HRM, will have access to the School after School Hours commencing at 6:00 p.m. daily and ending at 10:00 pm for regular usage. School access is also available to HRM on weekends, school in-service days, Christmas Break, March Break and Summer Break. Shared use of the Facilities will be coordinated through the FOC. It is expected that community needs will be addressed sufficiently by access to the Community Centre and the following areas of the School: (a) the gymnasium, (b) the active healthy living room, (c) the cafetorium (including the stage), and (d) the classrooms on the 2nd and

3rd floors inside the security gate (but not the physics lab). This will be reviewed in detail in the month of May or June of each year of operation.

- 3.6 Scheduled use of the Facilities will be reviewed with the FOC to ensure that appropriate access is available for HRSB staff requirements during in-services, Facility cleaning and maintenance, and to ensure community program and service needs are being met. HRM agrees there will be no community access or programming to the School during the last 12 days of August each year to ensure that custodial staff can complete cleaning and preparations for the upcoming Academic Year.
- 3.7 The School representatives and the HRM representatives on the FOC will work to ensure that scheduled use of the School is maximized between 4:00 pm and 6:00 pm Monday through Friday during the Academic Year.
- 3.8 HRM grants HRSB the right to use the Community Centre for educational purposes at no charge when the Community Centre is not being used during School Hours. HRM staff and the principal of the School, through the FOC, shall work cooperatively to maximize the joint-use of the Community Centre.
- 3.9 All programs and activities scheduled under this Agreement shall comply with the policies and procedures applicable to the Facilities as established by the Parties.
- 3.10 All scheduling requests will be submitted and reviewed as per Section 4.0 of this Agreement. All other requests shall be submitted in writing to an authorized representative of the other Party. Any issues of disagreement arising from this process shall be dealt with in accordance with the dispute resolution provisions in Section 12.0 of this Agreement.
- 3.11 It is agreed by the Parties that this Agreement is intended to benefit HRSB Students and HRM citizens of all ages and therefore in planning programs and scheduling activities pursuant to this Agreement, the Parties agree, on a best efforts basis, to ensure that the needs and opportunities of all ages are addressed.
- 3.12 The Community Centre and the School will be available for scheduled use by the general public, community organizations and groups on a Year Round basis provided that the requested Facility is available to be scheduled. HRSB will work closely with HRM to promote an environment of mutual inclusion in decision making relative to access to the School at times of the year when Students are not present.
- 3.13 Public access to the Community Centre and the School (only in accordance with s. 3.5) will be scheduled, supervised and managed by HRM.
- 3.14 Community Centre rental rates will be developed through a consultative process by HRM to ensure affordable access for the public. The HRSB retains the right to apply and collect the approved rate structure for programs booked within the School during school hours, such as adult and for-profit groups, if appropriate, and to book and collect revenues for elections, without any requirement to share any revenues earned thereby with HRM. Such bookings shall be coordinated with HRM.
- 3.15 Each Party and community-based user shall be responsible to supply its own athletic and other program equipment, with the exception of standards and nets, which shall be made

available, on a best efforts basis, by each Party for the benefit of the other Party or community-based user as required.

- 3.16 Access to score clocks and audio visual equipment, including, but, not limited to, portable stereo equipment, microphones and sound systems, shall be coordinated in accordance with the policies established by the Parties in consultation with the FOC and will be under the direct supervision of the Principal and HRM, in consultation with the FOC.

4.0 Negotiation of Shared Use Schedule for the School and Community Centre

- 4.1 Joint-use planning and the formation of shared use schedules shall occur on an annual basis beginning in May for each upcoming Academic Year. HRM shall initiate the planning and program scheduling process with the Principal or his/her designate.
- 4.2 Commencing in May of each year, HRM will identify the programs to be offered and advise the Principal or his/her designate of the scheduling needs of community groups for the upcoming Academic Year. Facility-use in one year does not guarantee the same use at the same times in the subsequent year, due to changes in recreation trends, education requirements, community and demographics.
- 4.3 The Principal or his/her designate shall advise HRM of HRSB's educational program schedule and related HRSB commitments for the upcoming Academic Year, once he/she has received HRM's scheduling requirements as per Sections 4.1 and 4.2 of this Agreement.
- 4.4 Once HRM and the HRSB have exchanged their scheduling requirements as per above, HRM staff, the Principal or his/her designate and the FOC shall discuss the potential sharing of resources and adjust the joint-use schedule accordingly, so as to be in the best interest of the Students and the community at large.
- 4.5 Once a shared-use schedule has been agreed upon in principle for the upcoming Academic Year, the Parties, in cooperation with the FOC shall formally approve the shared-use schedule.
- 4.6 The Parties agree to honour each other's scheduled activities and events to the extent possible and undertake, on a best efforts basis, to not disrupt the other Party's scheduled use of the Facilities. Monthly meetings of the FOC will provide a forum for the discussion of potential program changes that may impact user groups, well in advance of any cancellations taking place.

5.0 Cancellations

- 5.1 When the School or Community Centre is closed due to emergency circumstances the closure of that Facility shall result in the cancellation of the other Party's access to that Facility. Notwithstanding the foregoing, when the Community Centre is closed due to inclement weather, access to the Community Centre by HRSB shall be cancelled; however when the School is closed due to inclement weather but the Community Centre remains open, HRM shall continue to have regular access to the areas of the School identified in section 3.5 of this Agreement provided that an HRSB caretaker is on duty.

- 5.2 Each Party reserves the right to cancel the other Party's right to access its Facility for emergency maintenance and repair purposes, and will where possible provide the other Party with 24 hour advance notice.
- 5.3 Cancellation of an HRM booking of the School due to a requirement for use by HRSB for a legitimate HRSB purpose must be communicated through the FOC to HRM with a minimum of fourteen (14) days advance notice.
- 5.4 Cancellation of an HRSB booking of the Community Centre due to a requirement for use by HRM for a legitimate HRM purpose must be communicated through the FOC to HRSB with a minimum of fourteen (14) days advance notice.

6.0 Maintenance of School and Community Centre

- 6.1 Except as set out otherwise in this Agreement, HRSB shall be responsible for maintaining the School and HRM shall be responsible for maintaining the Community Centre.
- 6.2 For greater certainty, and except as set out otherwise in this Agreement or agreed to between the parties, each party shall be responsible for all interior operating and maintenance costs (including heat, hot water, electricity, custodial services, etc.), all exterior operating and maintenance costs (including landscaping, snow removal, garbage removal, etc.), all repairs, all replacements and all capital improvements related solely to its own Facility. In particular, HRM shall be solely responsible for and shall pay the cost of clearing and maintaining the sidewalks immediately adjacent to the Community Centre.
- 6.3 Subject to sections 10 and 11 of this Agreement, where operating costs, maintenance costs, repairs, replacements or capital improvements are required and relate to or affect both the School and the Community Centre and cannot be separated, the total costs thereof shall be shared by HRSB and HRM as agreed to by the parties (with HRM typically contributing 22.3% of the total costs). If the parties cannot agree on the necessity or apportionment of such costs, the parties will submit to the Dispute Resolution process outlined in section 12 of this Agreement to determine same.
- 6.4 HRSB shall maintain the School and HRM shall maintain the Community to an industry standard level which ensures each party's ability to conduct quality physical education or recreation programs in the other's Facility.
- 6.5 HRSB shall ensure that its custodians are present and on duty at the School between the hours of 7:00am and 11:00pm, Monday through Friday, and 9am to 10pm Saturday and Sunday during the Academic Year and from 9am to 10pm daily during the summer months. HRM shall ensure that its custodians are present and on duty at the Community Centre between the hours of 9am to 5pm Year Round. Each party shall reimburse the other if it requires custodians to be present at the other's Facility outside of these hours.
- 6.6 Staff and contractors performing maintenance duties for either Party must be diligent in their attention to the operations and the Students and Community Centre guests at each Facility and all work shall be performed in a respectful manner.

- 6.7 Upon arrival at the site, contractors shall inform the Principal and the Community Centre Manager, who shall determine what times, if any, the work should be stopped to accommodate the Students or Community Centre guests.
- 6.8 HRM agrees to adhere to the Fire Safety Plan and Regulations as outlined for the School through the HRSB.
- 6.9 HRM agrees to work cooperatively with the Principal in the execution of required fire drills at the Community Centre and in the School.

7.0 Athletic Field – Access and Maintenance

- 7.1 It is acknowledged by the Parties that the construction of the Athletic Field was paid for through HRM's Capital Contribution of \$1.8M, and Provincial contribution of \$300K and is intended primarily for recreational purposes for the benefit of both citizens at large and Students. HRM staff and the principal of the School, through the FOC, shall therefore work cooperatively to maximize the joint-use of the Athletic Field.
- 7.2 HRM shall be solely responsible for scheduling and maintaining the Athletic Field (apportionment of cost?).
- 7.3 HRSB shall have the exclusive right to use the Athletic Field at no charge during the Academic Year between the hours of 3:00pm and 6:00pm, Monday through Friday. It is expected that HRSB will utilize this time to schedule practices, games and athletic events for Students. HRM will not book other users of the Athletic Field during this time without the express consent of HRSB.
- 7.4 HRSB shall have the right to use the Athletic Field at no charge during the Academic Year between the hours of 9:00am and 3:00pm, Monday through Friday. HRSB must provide HRM with details of its scheduling needs in May of the previous Academic Year through the FOC. Block booking is not permitted. Any hours not required by HRSB shall be made available to HRM for community bookings.
- 7.5 Outside of the hours referenced in sections 7.3 and 7.4, HRSB shall be required to book the Athletic Field through HRM like any other user and shall pay HRM the going-rate for use of the Athletic Field.
- 7.6 HRM reserves the right to cancel any booking of the Athletic Field due to emergencies, inclement weather or for required maintenance and repairs. Where possible, HRM will provide the user with 24 hours advance notice.

8.0 Agreement Management and Reporting

- 8.1 HRM and HRSB shall be jointly responsible for the management of this Agreement.
- 8.2 HRM reserves the right to delegate the responsibility for the daily operations of the Community Centre to a community board. Such a delegation does not affect HRM's responsibility to adhere to its obligations in this Agreement.
- 8.3 Either Party may, at any time during the term of this Agreement, upon providing the other

Party with two (2) days' written notice, initiate a special meeting to discuss any concerns arising from this Agreement, or to discuss proposed amendments to the Agreement.

8.4 Representatives of the Parties shall jointly prepare an outcome report for the joint-use of the Facilities on an annual basis, including a summary of the total annual hours of shared Facility usage by the Parties, respective benefits derived and a list of scheduling and/or operational issues which arose during the preceding year.

8.5 The FOC shall conduct formal performance monitoring of the Agreement on an annual basis, based on the following:

Measure:	% of shared/reciprocal use as outlined in this Agreement
Indicators:	# of hours available and scheduled by site, facility type, user category and use
Reporting:	Annual reporting conducted by facility schedulers
Monitoring:	Reports provided within one month of the annual anniversary date of the initiation of this Agreement

9.0 Term and Review of Agreement

9.1 Unless earlier terminated in accordance with this Agreement, this Agreement shall be effective as of the date first set out above and shall remain effective until the Complex is sold or otherwise disposed of by Department of Education and Early Childhood Development and HRSB. Access to the School will not be available until the School is fully constructed or occupied as a school, which access date will be mutually agreed upon by HRSB and HRM.

9.1.1 Either Party may deem it necessary or beneficial to mutually review this Agreement at any time. The Party requesting the review shall do so to the other Party in writing by contacting the following representatives:

To HRSB:
Halifax Regional School Board
c/o Superintendent

33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

To HRM:
Community & Recreation Services
c/o
Director Community & Recreation Services
P.O. Box 1749
Halifax, NS B3J 3A5

10.0 Indemnity

10.1 HRM shall indemnify and save harmless HRSB, it's governing Board, Officers, Employees, Agents and Volunteers from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to HRM's execution of this Agreement or any action taken or things done by or maintained by HRM except for any claims for damages resulting from negligence or alleged negligence of HRSB, it's governing Board, Officers, Employees, Agents or Volunteers.

10.2 HRBS shall indemnify and save harmless HRM, it's Mayor, Officers, Employees, Agents or Volunteers from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to HRSB's execution of this Agreement or any action

taken or things done by or maintained by HRSB except for any claims for damages resulting from negligence or alleged negligence of HRM, its Mayor, Officers, Employees, Agents and Volunteers.

11.0 Insurance

- 11.1 Each Party shall carry and maintain, at its sole cost and expense, in a form at least as broad as the current Insurance Bureau of Canada wording, Commercial General Liability insurance or its equivalent with a cross liability clause and otherwise in amounts not less than Five Million Dollars (\$5,000,000.) inclusive, against all losses, claims, incidents, expenses or costs for personal injury, death or property damage arising from activities of that Party or activities authorized by that Party, occurring in, on or about the Complex and each Party will ensure such coverage remain in effect and that nothing is done by that Party to affect the validity of such insurance during the term of this Agreement.
- 11.2 HRSB shall carry and maintain industry standard broad form property insurance at its sole cost and expense, with Halifax Regional Municipality named as an Additional Insured, with coverage amounts at least equal to the value of the entire Complex, and will ensure such coverage remains in effect and that nothing is done by HRSB to affect the validity of such insurance during the term of this Agreement.
- 11.3 The Parties agree to provide each other with a Certificate of Insurance evidencing coverage for any insurance required under this Agreement.
- 11.4 Each Party or their Insurer will provide thirty (30) days' notice of cancellation or policy amendment to the other Party.
- 11.5 The cost of repairs arising out of the use or wilful damage of the Facilities (or equipment owned by either of the Parties) shall be assessed and paid for by the Party using that Facility when and where the damage occurs subject to the following:
- a. Where it can be established that the damage has been done by a party authorized by HRM to use the Facility, HRM shall pay the cost of the repair and it will be HRM's responsibility to collect the cost of these repairs from the individual or group responsible for the damage;
 - b. Where the damage has been done by a party authorized by HRSB to use the Facility, HRSB agrees to pay the cost of repair and it will be HRSB's responsibility to collect the cost of these repairs from the individual or group responsible for the damage; and
 - c. Where the party responsible for the damage cannot be established, the Dispute Resolution process outlined in Section 12.0 will be followed to determine who shall be responsible for the cost of the repairs.

12.0 Dispute Resolution

- 12.1 Any dispute between the Parties in relation to matters governed by this Agreement shall be resolved as provided in this Section 12.0

- 12.2 In the event of a dispute, either one of the Parties may give written notice of the dispute (the “Dispute Notice”) to the Principal or the HRM representative designated from time to time as the individual to whom a Dispute Notice may be delivered, as the case might be, and the individual who receives such Dispute Notice shall notify the members of the FOC within one (1) business day of the receipt of such Dispute Notice.
- 12.3 Upon receipt of the Dispute Notice, the representative of the Party served with notice shall have ten (10) days to meet with the other Party and attempt to resolve the matter. If the dispute is not resolved within ten (10) days, the matter will be referred to the Superintendent of HRSB and the Chief Administrative Officer of HRM.
- 12.4 In the event the Superintendent of HRSB and the Chief Administrative Officer of HRM cannot resolve the dispute within ten (10) days of having been referred the matter, and this time frame for resolving the dispute has not been extended by mutual written agreement between the Parties, the matter shall be referred to arbitration by a single arbitrator, if the parties agree upon one; otherwise, the matter will be heard by a panel of three arbitrators, one to be appointed by each party and a third to be chosen by the nominees.
- 12.5 The award and determination of the arbitrator or arbitrators or any two of the three arbitrators shall be binding upon the Parties and their respective successors and assigns.

13.0 Amendment and Waiver

- 13.1 No amendment or variation of this Agreement shall operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement of the Parties, signed by an authorized representative of each Party.
- 13.2 No waiver shall be inferred or implied by anything done or omitted by the Parties save only an express waiver in writing, signed by an authorized representative of the waiving Party.

14.0 Confidentiality

- 14.1 Confidential Information relating to a Party shall be held in confidence by the other Party to the same extent and at least in the same manner as such Party protects its own confidential or proprietary information. Neither Party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other Party in any form to, or for the use or benefit of, any person or entity without the other Party’s consent. Each Party shall, however, be permitted to disclose relevant aspects of the other Party’s Confidential Information to its officers, agents, sub-contractors and employees who are parties to a confidentiality agreement on terms at least as restrictive as contained herein and only to the extent that such disclosure is reasonably necessary for the performance of its obligations under this Agreement.

15.0 Freedom of Information and Protection of Privacy (FOIPOP)

- 15.1 The Parties agree for the purposes of FOIPOP that this Agreement is a public document.

16.0 Governing Law

16.1 This Agreement shall be constructed and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

17.0 Assignment

17.1 No part of this Agreement may be assigned by either Party without the express written consent of the other.

17.2 This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

18.0 Severability

18.1 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provisions to persons or circumstances other than those to which it is deemed invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.

19.0 Headings

19.1 Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

20.0 Entire Agreement

20.1 This Agreement, including the Schedules referred to herein, which are hereby incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof, notwithstanding the fact that this Agreement is intended to give effect to the spirit and intent of the SEA between the Parties. This Agreement supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

21.0 Holding and Disposition of Property

21.1 This Agreement is an agreement in respect of a community facility and as such must be executed and interpreted in accordance with the relevant provisions of the Education Act, S.N.S. 2002 (at the time of execution, Sections 133-136) as amended from time to time.

21.2 The parties acknowledge that HRM's Capital Contribution of \$10,700,000 for the construction of the Complex was based on an anticipated minimum 30 year usage by HRM of the Community Centre and portions of the School. Accordingly, notwithstanding the requirements of the Education Act, HRSB agrees that if it closes, sells or otherwise disposes of the Complex prior to the expiration of the 30 year period, HRM shall receive a minimum share of the sale or insurance proceeds, or reimbursement from HRSB to HRM, of the pro rata portion of HRM's Capital Contribution, as it relates to the amount of the 30 year period remaining at the time of sale, closing or disposition. Every amount recovered by HRM pursuant to this Section shall be paid into the special reserve fund of HRM.

21.3 In the event that HRSB deems the School to be surplus to its needs, it will notify HRM in

writing. HRM will be provided with written notice of any offer to purchase the Complex that HRSB wishes to accept, and HRM will be provided with a 90 day right of first refusal to purchase the Complex at the offer price.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

Signed on behalf of:		
Halifax Regional School Board:		
Name: _____	Title: _____	Date: _____

Witness: _____		Date: _____

Name: _____	Title: _____	Date: _____

Witness: _____		Date: _____

Halifax Regional Municipality:		
Name: _____	Title: _____	Date: _____

Witness: _____		Date: _____

Name: _____	Title: _____	Date: _____

Witness: _____		Date: _____

The Minister of Education hereby endorses approval of this Agreement

Minister of Education

List of Schedules

- Schedule "A" Purpose, Objectives, and Guiding Principles of the Joint Use Agreement
- Schedule "B" Terms and Conditions for Facility Operating Committee

Schedule “A”

Purpose, Objectives and Guiding Principles of the Joint Use Agreement

Purpose of this Agreement:

The purpose of this Agreement is to outline the cooperative relationship between the Parties regarding the joint usage and reciprocal access to the Facilities described herein. It is hoped that this Agreement will provide the Parties with opportunities to enhance their programs and services through reciprocal Facilities usage.

Primary Objectives of this Agreement:

- To establish processes that encourage cooperative working relationships between HRM and HRSB personnel at all levels and to quickly and equitably resolve any disputes which may arise;
- To articulate the mutual responsibilities and conditions of the relationship between the Parties;
- To establish a collaborative process to continually address the needs of both Parties for shared Facility usage as well as the recreational needs of the general community;
- To provide a level of access to Facilities which meets, if not exceeds, the provisions for use enumerated in the SEA;
- To encourage mutually beneficial joint use of the Facilities described in this Agreement;
- To encourage joint and cooperative ventures between the Parties to this Agreement;
- To establish mechanism to regularly report on the outcomes of this Agreement and the respective performances of the Parties hereto.

Guiding Principles of this Agreement:

- It is intended that this Agreement will improve access to both HRM and HRSB Facilities for use by the other Party and will enhance the programs and services offered by the Parties.
- The Facilities are to be managed with the concept of share usage in mind.
- It is intended that a cooperative consultative process involving the Parties shall span the length of the term of the Agreement.
- It is hoped that this Agreement will encourage and promote the effective and efficient use of resources and Facilities, optimizing shared use opportunities.
- This Agreement is designed to provide shared access to Facilities in the hope of assisting in the advancement of the priorities and operational goals of the Parties hereto.

Schedule “B”

Terms and Conditions for Facility Operating Committee

Facility Operations Committee

Committee Membership:

- 3 representatives from HRM (Coordinator Client Services, Community Recreation Coordinator and Facility Recreation Program Manager)
- 3 representatives from CP Allen High School (Principal, Physical Education Teacher and Custodian)
- 2 representatives from HRSB (Operations and Facility Bookings)

Committee Scope of Work:

- a) Committee will meet monthly with a shared agenda and minutes
- b) Committee will be jointly chaired by HRM and HRSB.
- c) Meetings are focused on the operational requirements of HRM / CP Allen High School / HRSB / and will include:
 - Agendas
 - Minutes
 - Booking Requests from HRM, CP Allen High School, HRSB
 - Program and Administrative Updates
 - Custodial Updates
 - HRSB Operational Updates
 - Debrief of Bookings and Programs and Future Recommendations
 - Issue Identification and Problem Solving
 - Other

Under each topic there may be a number of discussion points depending on what is happening at the Facility or time of year.

HALIFAX REGIONAL SCHOOL BOARD COLE HARBOUR DISTRICT HIGH SCHOOL GYMNASIUM JOINT USE AGREEMENT

PURPOSE: This report is submitted by Operations Services for information regarding the Joint Use Agreement (JUA) between Halifax Regional School Board (HRSB) and Halifax Regional Municipality (HRM) for the Cole Harbour District High School Gymnasium.

BACKGROUND: Cole Harbour District High School received a major renovation that was completed in 2014-15. HRM contributed \$630,000 for a community enhancement of 2100 square feet additional gymnasium space.

Article 133 (1) of the Education Act states the following: “A school board and a municipality may enter into an agreement whereby the municipality agrees to pay the capital cost of a community facility to be acquired by the school board in or in association with a public school and the cost of maintaining and operating the community facility.”

Paragraph (6) states that: “An agreement with respect to a community facility is of no effect unless the agreement is approved by the Minister.”

CONTENT: As noted above, a Joint Use Agreement was drafted to establish parameters for the operation and reciprocal use of the gymnasium and is attached to this report as Appendix A.

The JUA was developed collaboratively through consultation between staff from HRM Parks and Recreation, HRSB Operations Services, Administration Services and Cole Harbour District High administration, with input from the Department of Education and Early Childhood Development (EECD) Facilities Management and reviews by HRM and HRSB legal counsel. It is intended as a stand-alone document but reflects the intent of the existing Service Exchange Agreement (SEA) between HRM and HRSB.

HRM facility bookings staff is responsible for program development and community bookings of the gymnasium after hours. HRSB has priority to book the gymnasium up to 6:00 pm each week day and to 10:00 pm Monday, Tuesday and Thursday evenings.

The cost for building systems maintenance in the gymnasium will be reimbursed to HRSB by HRM through quarterly invoices based on a 20 % recovery of these operational costs.

The JUA allows for review of the agreement at any time upon request in writing from either party. A performance monitoring report will be presented annually by the Facility Operations Committee (FOC).

COST: N/A

FUNDING: N/A

TIMELINE: The Joint Use Agreement will become effective upon signing by the parties and approval by the Minister of Education and Early Childhood Development.

APPENDICES: Appendix A: Joint Use Agreement Halifax Regional Municipality and Halifax Regional School Board/Cole Harbour District High School Gymnasium.

RECOMMENDATIONS: It is recommended that the Board receive this report for information.

COMMUNICATIONS:

AUDIENCE	RESPONSIBLE	TIMELINE
Department of Education and Early Childhood Development	Superintendent	Upon Board Approval
Halifax Regional Municipality	Director Operations Services	Upon Board Approval

From: For further information please contact:
Ron Heiman-Director Operations services at 464-2000 ext 2241 or at e-mail address rheiman@hrsb.ns.ca;

To: Senior Staff September 15, 2015
Board September 23, 2015

Joint-Use Agreement

Halifax Regional Municipality
and
Halifax Regional School Board

Cole Harbour District High School Gymnasium



Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, Nova Scotia
B3B 1X7

Tel: 902-464-2000
www.hrsb.ns.ca



Halifax Regional Municipality
Community & Recreation Services
Community Development & Partnerships
PO Box 1749
Halifax, Nova Scotia B3J 3A5

Tel: 902-490-5713
Fax: 902-490-5950
www.halifax.ca

THIS JOINT-USE AGREEMENT MADE THIS ___ day of _____, 2015

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY (“HRM”)

- and -

HALIFAX REGIONAL SCHOOL BOARD (“HRSB”)

respecting the gymnasium at Cole Harbour District High School

BACKGROUND:

WHEREAS in 2004, HRM and HRSB (hereafter collectively referred to as “the Parties”) entered into a cooperatively developed principle-based Service Exchange Agreement (“SEA”), the intent of which was to provide a long-term solution regarding access to facilities, programs and services between the Parties as well as ensuring Facility availability for the general community;

AND WHEREAS this Agreement is intended to give effect to the spirit and intent of the SEA, but exists in its own right separate and apart from the SEA. Unless otherwise specified, the terms of the SEA do not qualify or govern this Agreement;

AND WHEREAS pursuant to the Education Act, the HRSB and HRM may enter into an agreement wherein HRM agrees to pay the capital cost of a community facility in association with the new school and the cost of maintaining and operating the community facility;

AND WHEREAS with a capital contribution of \$630,000 from HRM, the Provincial Department of Education & Early Childhood Development have constructed a new gymnasium at Cole Harbour District High School;

AND WHEREAS the Parties agree that a joint use concept will best provide for the usage, maintenance and operation of the gymnasium;

HRM AND HRSB THEREFORE AGREE AS FOLLOWS:

Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

“Academic Year” means September 1st to June 30th in each calendar year;

“Agreement” means this joint-use agreement including any and all schedules attached hereto;

“Capital Contribution” means HRM’s capital contribution in the amount of \$630,000 towards the construction of the Gymnasium;

“Confidential Information” means the confidential or proprietary information of one party, including data, technical information, financial information including prices and utility rates, and business information including business plans, strategy and practices, which has been or may hereafter be disclosed, directly or indirectly to other party either orally, in writing or in any other material form pursuant to this Agreement;

“FOC” means the Facility Operations Committee comprised of the designated representatives of HRM and HRSB as outlined in Schedule “A”;

“Gymnasium” means the gymnasium at the School;

“Principal” means the principal of the School;

“Province” means the Province of Nova Scotia;

“School” means Cole Harbour District High School;

“SEA” means the Service Exchange Agreement entered into between HRM and HRSB; and

“Students” means pupils enrolled in regular or special education programs at the School.

1.0 Gymnasium To Be Shared

1.1 This Agreement is limited to the joint-use and sharing of the Gymnasium.

2.0 Access to Gymnasium

2.1 The Parties agree that HRSB shall have exclusive use of the Gymnasium at the following times:

- 7:00 am – 10:00 pm Mondays, Tuesdays and Thursdays through the Academic Year
- 7:00 am – 6:00 pm Wednesdays and Fridays through the Academic Year

HRM shall have exclusive access to and use of the Gymnasium at all other times, including but not limited to:

- 6:00 pm – 10:00 pm Wednesdays and Fridays through the Academic Year
- 9:00 am – 10:00 pm Saturdays and Sundays, year-round
- 9:00 am – 10:00 pm 7 days a week from July 1 to August 31

2.2 HRSB and HRM agree that the Gymnasium shall be available for use by the other party

on a first priority basis after the scheduling requirements for its own programs and services have been met. .

- 2.3 HRM and HRSB shall participate jointly on the FOC to ensure the ongoing successful communications and operations of the Gymnasium. The FOC will be chaired and populated with representatives as determined by Schedule "A".
- 2.4 All programs and activities scheduled under this Agreement shall comply with the policies and procedures established by the Parties through the FOC.
- 2.5 The Gymnasium will be available for scheduled use by the general public, community organizations and other groups on a year round basis provided that the Gymnasium is available to be scheduled. HRSB will work closely with HRM to promote an environment of mutual inclusion in decision making relative to access to the Gymnasium at times of the year when Students are not present.
- 2.6 Public access to the Gymnasium will be scheduled, supervised and managed by HRM.
- 2.7 HRM shall be responsible for all bookings of the Gymnasium (except during times when HRSB has exclusive use). Rental rates shall be set by HRM. All revenues will be retained by HRM. The HRSB retains the right to set rates and collect revenues for bookings made during its designated hours and to book and collect revenues for elections, without any requirement to share any revenues earned thereby with HRM. Such bookings shall be coordinated with HRM.
- 2.8 Each party and user group shall be responsible to supply its own athletic and other program equipment, with the exception of standards and nets, which shall be made available, on a best efforts basis, by each party for the benefit of the other party or user group as required.
- 2.9 Access to score clocks and audio visual equipment, including, but, not limited to, portable stereo equipment, microphones and sound systems, shall be coordinated in accordance with the policies established by the Parties in consultation with the FOC.

3.0 Cancellations

- 3.1 When the School is closed due to emergency circumstances or inclement weather, the Gymnasium shall also be closed, resulting in the cancellation of any bookings and access to Gymnasium.

4.0 Maintenance of Gymnasium

- 4.1 Except as set out otherwise in this Agreement, HRSB shall be responsible for maintaining the Gymnasium.
- 4.2 For greater certainty, and except as set out otherwise in this Agreement or agreed to between the parties, HRSB shall be responsible for all interior operating and maintenance

costs (including heat, hot water, electricity, custodial services, etc.), all exterior operating and maintenance costs (including landscaping, snow removal, garbage removal, etc.), all repairs, all replacements and all capital improvements related to the Gymnasium. HRM shall reimburse HRSB for 20% of all such costs.

- 4.3 If the parties cannot agree on the necessity or apportionment of such costs, the parties will submit to the Dispute Resolution process outlined in section 9 of this Agreement to determine same.
- 4.4 HRSB shall maintain the Gymnasium in good repair to a standard level which ensures each party's ability to conduct quality physical education or recreation programs in the Gymnasium aligned with the design intent of the space.
- 4.5 HRSB shall maintain custodial shifts to meet its custodial staffing guidelines. This will normally ensure that custodians are assigned and present at the School between the hours of 7:00am and 11:00pm, Monday through Friday, during the Academic Year and from 7am to 4:30 pm daily during the school closure periods (March break, summer break and Christmas break).
- 4.6 Staff and contractors performing maintenance duties in or around the Gymnasium must be diligent in their attention to the operations and the Students and HRM guests at the Gymnasium and all work shall be performed in a respectful manner.
- 4.7 Upon arrival at the site to perform work in, or impacting, the gymnasium, contractors shall inform the Principal (or designate), who shall determine what times, if any, the work should be stopped to accommodate the Students or HRM guests.

5.0 Agreement Management and Reporting

- 5.1 HRM and HRSB shall be jointly responsible for the administration of this Agreement.
- 5.2 Either party may, at any time during the term of this Agreement, upon providing the other party with two (2) days' written notice, initiate a special meeting to discuss any concerns arising from this Agreement, or to discuss proposed amendments to the Agreement.
- 5.3 Representatives of the Parties shall jointly prepare an outcome report for the joint-use of the Gymnasium on an annual basis, including a summary of the total annual hours of usage by the Parties, respective benefits derived and a list of scheduling and/or operational issues which arose during the preceding year.

6.0 Term and Review of Agreement

- 6.1 Unless earlier terminated in accordance with this Agreement, this Agreement shall be effective as of the date first set out above and shall remain effective until the School is sold or otherwise disposed of by Department of Education and Early Childhood Development and HRSB.
 - 6.1.1 Either party may deem it necessary or beneficial to mutually review this Agreement at

any time. The party requesting the review shall do so to the other party in writing by contacting the following representatives:

To HRSB:

Halifax Regional School Board
c/o Superintendent
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

To HRM:

Halifax Regional Municipality
Community & Recreation Services
c/o Director Community & Recreation Services
P.O. Box 1749
Halifax, NS B3J 3A5

7.0 Indemnity

7.1 HRM shall indemnify and save harmless HRSB, it's governing Board, Officers, Employees, Agents and Volunteers from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to HRM's execution of this Agreement or any action taken or things done by or maintained by HRM except for any claims resulting from negligence or alleged negligence of HRSB, its governing Board, Officers, Employees, Agents or Volunteers.

7.2 HRSB shall indemnify and save harmless HRM, it's Mayor, Officers, Employees, Agents or Volunteers from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to HRSB's execution of this Agreement or any action taken or things done by or maintained by HRSB except for any claims for damages resulting from negligence or alleged negligence of HRM, its Mayor, Officers, Employees, Agents and Volunteers.

8.0 Insurance

8.1 Each party shall carry and maintain, at its sole cost and expense, in a form at least as broad as the current Insurance Bureau of Canada wording, Commercial General Liability insurance or its equivalent in amounts not less than Five Million Dollars (\$5,000,000.) inclusive, against all losses, claims, incidents, expenses or costs for personal injury, death or property damage arising from activities of that party or activities authorized by that party, occurring in, on or about the Gymnasium/School and each party will ensure such coverage remain in effect and that nothing is done by that party to affect the validity of such insurance during the term of this Agreement.

8.2 HRSB shall carry and maintain industry standard broad form property insurance at its sole cost and expense, with Halifax Regional Municipality named as a loss payee, with coverage amounts at least equal to the value of the entire School, and will ensure such coverage remains in effect and that nothing is done by HRSB to affect the validity of such insurance during the term of this Agreement.

8.3 The Parties agree to provide each other with a Certificate of Insurance evidencing coverage for any insurance required under this Agreement.

- 8.4 Each party or their Insurer will provide thirty (30) days' notice of cancellation or policy amendment to the other party.
- 8.5 The cost of repairs arising out of the use of the Gymnasium (or equipment owned by either of the Parties) shall be assessed and paid for by the party using the Gymnasium when and where the damage occurs subject to the following:
- a. Where it can be established that the damage has been done by a party authorized by HRM to use the Gymnasium, HRM shall pay the cost of the repair and it will be HRM's responsibility to collect the cost of these repairs from the individual or group responsible for the damage;
 - b. Where the damage has been done by students or a party authorized by HRSB to use the Gymnasium, HRSB agrees to pay the cost of repair and it will be HRSB's responsibility to collect the cost of these repairs from the individual or group responsible for the damage; and
 - c. Where the party responsible for the damage cannot be established, the Dispute Resolution process outlined in Section 9.0 will be followed to determine who shall be responsible for the cost of the repairs.

9.0 Dispute Resolution

- 9.1 Any dispute between the Parties in relation to matters governed by this Agreement shall be resolved as provided in this Section.
- 9.2 In the event of a dispute, either one of the Parties may give written notice of the dispute (the "Dispute Notice") to the Principal or the HRM representative designated from time to time as the individual to whom a Dispute Notice may be delivered, as the case might be, and the individual who receives such Dispute Notice shall notify the members of the FOC within one (1) business day of the receipt of such Dispute Notice.
- 9.3 Upon receipt of the Dispute Notice, the representative of the party served with notice shall have ten (10) days to meet with the other party and attempt to resolve the matter. If the dispute is not resolved within ten (10) days, the matter will be referred to the Superintendent of HRSB and the Chief Administrative Officer of HRM.
- 9.4 In the event the Superintendent of HRSB and the Chief Administrative Officer of HRM cannot resolve the dispute within ten (10) days of having been referred the matter, and this time frame for resolving the dispute has not been extended by mutual written agreement between the Parties, the matter shall be referred to arbitration by a single arbitrator, if the parties agree upon one; otherwise, the matter will be heard by a panel of three arbitrators, one to be appointed by each party and a third to be chosen by the nominees.
- 9.5 The award and determination of the arbitrator or arbitrators or any two of the three arbitrators shall be binding upon the Parties and their respective successors and assigns.

10.0 Amendment and Waiver

- 10.1 No amendment or variation of this Agreement shall operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement of the Parties, signed by an authorized representative of each party.
- 10.2 No waiver shall be inferred or implied by anything done or omitted by the Parties save only an express waiver in writing, signed by an authorized representative of the waiving party.

11.0 Confidentiality

- 11.1 Confidential Information relating to a party shall be held in confidence by the other party to the same extent and at least in the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, sub-contractors and employees who are parties to a confidentiality agreement on terms at least as restrictive as contained herein and only to the extent that such disclosure is reasonably necessary for the performance of its obligations under this Agreement.

12.0 Freedom of Information and Protection of Privacy (FOIPOP)

- 12.1 The Parties agree for the purposes of FOIPOP and Part XX of the *Municipal Government Act* that this Agreement is a public document.

13.0 Governing Law

- 13.1 This Agreement shall be interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

14.0 Assignment

- 14.1 No part of this Agreement may be assigned by either party without the express written consent of the other.
- 14.2 This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

15.0 Severability

- 15.1 If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provisions to persons or circumstances other than those to which it is deemed invalid or unenforceable shall not be affected thereby, and each such provision of

this Agreement shall be valid and enforceable to the extent granted by law.

16.0 Entire Agreement

- 16.1 This Agreement, including the Schedules referred to herein, which are hereby incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof, notwithstanding the fact that this Agreement is intended to give effect to the spirit and intent of the SEA between the Parties. This Agreement supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 16.2 The Minister of Education and Early Childhood Development's endorsement and approval of this Agreement shall not be construed as Ministerial Approval of the Service Exchange Agreement (SEA) or any other agreement between the Parties.

17.0 Holding and Disposition of Property

- 17.1 This Agreement is an agreement in respect of a community facility and as such must be executed and interpreted in accordance with the relevant provisions of the Education Act, S.N.S. 2002 (at the time of execution, Sections 133-136) as amended from time to time.
- 17.1 The parties acknowledge that HRM's Capital Contribution of \$630,000 for the construction of the Gymnasium was based on an anticipated minimum 30 year usage by HRM of the Gymnasium.
- 17.2 Any disposition of the School will be done in accordance with section 135 of the *Education Act*, as amended from time to time.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the as of the day and year first above written.

HALIFAX REGIONAL SCHOOL BOARD

Witness

Name:
Title:

Witness

Name:
Title

HALIFAX REGIONAL MUNICIPALITY

Witness

Mike Savage, Mayor

Witness

Cathy Mellett, Municipal Clerk

The Minister of Education hereby endorses approval of this Agreement.

Minister of Education

Date

List of Schedules

Schedule "A" Terms and Conditions for Facility Operating Committee

Schedule “A”

Terms and Conditions for Facility Operating Committee

Facility Operations Committee

Committee Membership:

- 3 representatives from HRM (Coordinator Client Services, Community Recreation Coordinator and Facility Recreation Program Manager)
- 3 representatives from Cole Harbour District High School (Principal, Athletic Director and Custodian)
- 2 representatives from HRSB (Operations and Facility Bookings) may attend meetings.

Committee Scope of Work:

- a) Committee will meet monthly with a shared agenda and minutes
- b) Committee will be jointly chaired by HRM and HRSB.
- c) Meetings are focused on the operational requirements of HRM / Cole Harbour District High School and will include:
 - Agendas
 - Minutes
 - Booking Requests
 - Program and Administrative Updates
 - Custodial Updates
 - HRSB Operational Updates
 - Debrief of Bookings and Programs and Future Recommendations
 - Issue Identification and Problem Solving
 - Other

Under each topic there may be a number of discussion points depending on what is happening at the Facility or time of year.