



**BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 46 (SUNSHINE COAST)**

**OPERATIONS COMMITTEE**

**AGENDA**

October 20, 2016 from 12:30-2:00 p.m.  
School Board Office – Gibsons, BC

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- 1) Strategic Plan: 2.j. Sustainable Practices
- 2) Joint-Use Review
- 3) Preliminary Budget Timelines
- 4) Regulation 4450 - Purchasing

## DRAFT - MASTER JOINT USE AGREEMENT

**THIS AGREEMENT** made the     day of                     , 2016

**BETWEEN:            SUNSHINE COAST REGIONAL DISTRICT**

1975 Field Road

Sechelt, BC

V0N 3A1

(the "Regional District")

**AND:                 THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 46  
(Sunshine Coast)**

494 South Fletcher Road Box 220

Gibsons, BC V0N 1V0

(the "School District")

**WHEREAS:**

The *Local Government Act* and the *Public School Act* provide that the Regional District and the School District may enter into an agreement for the purpose of constructing, maintaining, operating, or contributing to the cost of construction, maintenance or operation of facilities for community use on school sites;

AND WHEREAS The School District wishes to develop and maintain certain educational facilities and to operate schools;

AND WHEREAS The Regional District wishes to develop and maintain certain recreational facilities and to organize or facilitate certain public recreational programs;

AND WHEREAS It is in the best interest of all parties to make the most effective economical use of public resources by avoiding duplication of facilities, land, services and equipment.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective and mutual covenant, undertakings, terms and conditions set forth hereunder, the Parties hereby agree as follows:

**1. FACILITIES TO BE INCLUDED IN THIS AGREEMENT**

- 1.1 The Regional District wishes to make available to the School District, Facilities for school use as laid out in Schedule A (list of the facilities that are part of the agreement with times defined) hereto, and the School District wishes to make available to the Regional District, Facilities for community use as laid out in Schedule B (list of the facilities that are part of the agreement with times defined).
- 1.2 It is the mutual desire of the School District and the Regional District to construct new facilities, to refit existing facilities and to utilize facilities (including existing facilities) jointly, thereby increasing and improving services for the maximum benefit of their respective constituents.

**2. DEFINITIONS**

- 2.1 "Agreement" means this agreement including all schedules attached hereto, as amended or supplemented in writing from time to time.
- 2.2 The "Facility" means assets named in this agreement or schedules to the agreement.
- 2.3 "Community Space" means areas in School District Facilities that are used by the public for recreation programs and activities.
- 2.4 "Joint Use Committee" means the advisory group comprised of elected officials appointed by the Regional District and the School District.

**3. REGIONAL DISTRICT FUNDING**

- 3.1 The Regional District has and may agree to contribute funds toward the costs of the capital development of Community Space in specific schools and may agree to contribute annually to the use of joint Community Space in schools.

**4. ASSURED ACCESS**

- 4.1 The School District has agreed to provide assured access to the Facilities for Regional District on certain terms and conditions as are more particularly set out in this Joint Use Agreement.

- 4.2 The Regional District has agreed to provide assured access to the Facilities for the School District, on certain terms and conditions as are more particularly set out in this Joint Use Agreement.

## **5. JOINT USE COMMITTEE FUNCTIONS**

- 5.1 The Joint Use Committee will be made up of representatives established in accordance with its terms of reference, as amended from time to time.
- 5.2 Notwithstanding section 5.1, the Joint Use Committee will meet at least once per calendar year.

## **6. JOINT USE AGREEMENT ADMINISTRATION**

- 6.1 Staff from the School District and Regional District shall meet regularly.
- 6.2 Staff will make recommendations to the Joint Use Committee for reasons including, but not limited to, capital investment, policy changes, and contractual amendments.
- 6.3 Staff from each organization will develop and administer procedures, regulations and operating policies consistent with the spirit and intent of this Agreement.

## **7. DISPUTE RESOLUTION**

- 7.1 A dispute that is not resolved by the Joint Use Committee may be submitted to mediation.

## **8. IDEMNIFICATION**

- 8.1 The Regional District agrees to indemnify and save the School District, its officers, employees, servants, agents and contractors, harmless from any and all claims arising out of the Regional District's use and occupation of the facilities set out in Schedule "B" hereto except to the extent caused by the negligence of the School District or those persons for whom the School District is, in law, responsible.
- 8.2 The School District agrees to indemnify and save the Regional District, its officers, officials employees, servants, agents and contractors, harmless from any and all claims arising out of the School District's use and occupation of the facilities set out in Schedule "A" hereto except to the extent caused by the

negligence of the Regional District or those persons for whom the Regional District is, in law responsible.

## **9. FEES**

9.1 During regular operating hours, the School District Schools located within participating areas of the Regional District, may use the Regional District's facilities, as set out in Schedule A, free of charge for School District curricular and extra-curricular activities within and outside of school hours, provided that the facilities are not otherwise committed for use for Regional District programs. Exceptions are the School District shall pay all additional costs where the Regional District provides instructional or organized programs. Students outside of a school program under the Joint Use Agreement may not use a Facility for free where subject to the normal Regional District fees and charges.

9.2 During regular operating hours, the Regional District within participating areas of the School District, may use the School District's School Facilities as set out in Schedule B within the boundaries of the Regional District, free of charge for Regional District activities provided that the facilities are not otherwise committed for School District use. Exceptions are the Regional District shall pay all additional costs where the School District provides instructional or organized programs, or where the activity has caused measurable wear or damage to the Facility.

## **10. SCHEDULING AND USE OF FACILITIES**

10.1 The day to day management, operation and bookings of the School District facilities will be under the direction of the School District administration.

10.2 The day to day management, operation and booking of the Regional District facilities will be under the direction of the Regional District administration.

10.3 Both parties agree to adhere to the policies governing use of each party's facilities.

10.4 Either party, can, without notice, intervene between the partner and the user group to close a facility or grounds area for reason of safety to the user and/or facility/grounds area.

## **11. PRIORITIES OF USE**

11.1 In establishing and administering booking policies for the joint use facilities, the parties hereto agree to the following priority schedule:

First priority: facility owner

Second priority: joint use partner

## Third priority: community groups

**12. CANCELLATION**

- 12.1 When a booking has been confirmed for the use of School District or Regional District facilities in accordance with the joint use agreement protocol, neither party hereto may unilaterally cancel the booking. It is understood that in exceptional circumstances, the School District or the Regional District may cancel a previously confirmed booking. All communication regarding cancellations shall be through the appropriate booking department for the Regional District or the School District. In the event of such a cancellation, the parties will utilize every effort to provide suitable alternate facilities for the holder of the cancelled booking.
- 12.2 The School District or the Regional District without notice may cancel a confirmed booking if in the opinion of the Facility owner acting reasonably, the Facility is unfit for the intended use.
- 12.3 In the case of any dispute with respect to a conflict in bookings or other emergent situation as to any of the facilities, an appeal may be made using the relevant party's protocol, as amended from time to time.

**13. STAFFING**

- 13.1 Except for recovery of additional labour and materials required as a result of the Joint Use Agreement, Regional District and School District facilities shall be provided to the parties to this agreement without cost.
- 13.2 In the event that a party provides any services that are requested by the other party that are above the regular staffing costs, the requesting party shall pay those costs.
- 13.3 It is understood that subject to a collective agreement, bargaining unit employees may be required to be in attendance where facilities are used and/or other provisions shall apply.

**14. USE AND MAINTENANCE**

- 14.1 The Regional District shall be responsible for the interior and exterior maintenance of all facilities as set out in Schedule A hereto and used by the School District pursuant to the provisions hereof, and the School District shall only be liable for the cost of repair of any damage caused to such facility arising out of misuse by the School District or any student, employee or volunteer.

- 14.2 The School District shall be responsible for the interior and exterior maintenance of all facilities as set out in Schedule B hereto and used by the Regional District pursuant to the provisions hereof, and the Regional District shall only be liable for the cost of repair of any damage caused to such facility arising out of misuse by the Regional District or any program participant, employee or volunteer.
- 14.3 The Regional District may establish rules of conduct for the use of the facilities set out in Schedule A hereto and on being informed of the rules of conduct, the Regional District shall observe those rules of conduct and communicate those rules of conduct to any program participant, employee or volunteer who makes use of those facilities. Any violation of such rules of conduct shall forthwith be reported by the Regional District to the School District.
- 14.4 The School District may establish rules of conduct for the use of the facilities set out in Schedule B hereto and on being informed of the rules of conduct, the School District shall observe those rules of conduct and communicate those rules of conduct to any student, employee or volunteer who makes use of those facilities. Any violation of such rules of conduct shall forthwith be reported by the School District to the Regional District.
- 14.5 The Principal of the school may authorize use of any school equipment. The Principal or designate will arrange the release of authorized equipment to user groups and other benefiting users. All requests for equipment must be made in writing 5 days prior to use of the facility.
- 14.6 Dependent on availability of space, the Regional District may be permitted to store equipment owned by them at a School District Facility in a place provided for and in a manner agreeable to the school Principal. All requests for equipment storage must be made in writing 5 days prior to use of the facility.
- 14.7 Dependent on availability of space, the School District may be permitted to store equipment owned by them at a Regional District Facility in a place provided for and in a manner agreeable to the Facility manager. All requests for equipment storage must be made in writing 5 days prior to use of the Facility.

## **15. TERMS OF THE AGREEMENT**

- 15.1 This agreement shall be in effect for an irrevocable period commencing ([insert start date](#)) until ([insert end date](#)). Effective ([insert date](#)) the agreement may be extended for an additional 5 years expiring on ([insert date](#)).
- 15.2 Either party may terminate this agreement at any time upon six (6) months' written notice, and until so terminated this agreement shall remain in full force and effect.

15.3 Any amendments hereto, shall be in writing and executed with the same formality and in like manner as was this Agreement.

**16. INSURANCE**

16.1 The Parties must, without limiting each other's obligations or liabilities and at their own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to each other:

16.1.1 Commercial General Liability in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

16.1.2 include the the other Party as an additional insured,

16.1.3 include a cross liability clause.

16.2 All insurance described in section 1 of this Schedule must:

16.2.1 be primary; and

16.2.2 not require the sharing of any loss by any insurer of the other Party.

16.3 Evidence of insurance will be exchanged annually to confirm coverage.

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

IN WITNESS WHEREOF the Corporate )  
Seal of the **SUNSHINE COAST** )  
**REGIONAL DISTRICT** was hereunto )  
affixed in the presence of: )

C/S

\_\_\_\_\_)  
CHAIR )

\_\_\_\_\_)  
CORPORATE OFFICER )

IN WITNESS WHEREOF the Corporate )  
Seal of **SCHOOL DISTRICT NO. 46** was )  
hereunto affixed in the presence of: )

C/S

\_\_\_\_\_)  
SCHOOL BOARD CHAIR )

\_\_\_\_\_)  
SECRETARY-TREASURER )

**SCHEDULE 'A'**  
**REGIONAL DISTRICT FACILITIES**  
**THAT ARE PART OF THIS AGREEMENT**

Gibsons and Area Community Centre

Gibsons and District Aquatic Centre

Sechelt Aquatic Centre

Sunshine Coast Arena

Eric Cardinal Hall

Frank West Community Hall

Chaster Hall

Coopers Green Hall

Sports Fields

Pender Aquatic Centre

Grantham's Hall

**SCHEDULE “B”  
SCHOOL DISTRICT FACILITIES  
THAT ARE PART OF THIS AGREEMENT**

Gymnasiums

Classrooms

Playing Fields

Kitchens

Multi-purpose Rooms

Theatre

Running Track

Industrial Arts (with qualified supervision)

Fitness Centres (with qualified supervision)

Bouldering Wall (with qualified supervision)

## 2017-18 Budget Consultations and Process

MEETING SCHEDULE		
20-Oct-16	Operations Committee	Preliminary Budget Timelines
To be scheduled	SCTA	Budget Consultation
To be scheduled	CUPE	Budget Consultation
To be scheduled	Technology, Student Support Services, Aboriginal Education, Maintenance	Budget Consultation
To be scheduled	Senior Management	Budget Consultation
9-Nov-16	Principals' Meeting	Budget Consultation
16-Nov-16	Public Meeting	Budget Consultation
24-Nov-16	DPAC	Budget Consultation
To be scheduled	PACs (led by PRs)	Budget Consultation
19-Jan-17	Operations Committee	Preliminary Budget Feedback Amended Budget Review
8-Feb-17	Regular Board Meeting	Amended Budget Approval
15-Feb-17	Principals' Meeting	Preliminary Budget Considerations
16-Feb-17	Operations Committee	Preliminary Budget Considerations
30-Mar-17	Operations Committee	Budget/School Allocation Rates
To be scheduled	SCTA	2017/18 Budget Review
20-Apr-17	Operations Committee	2017/18 Budget Review
8-Feb-17	Regular Board Meeting	2017/18 Budget Approval



School District No. 46 (Sunshine Coast)

# Administrative Regulations

**FINANCE**

**4450**

## PURCHASING

### Background:

School District No. 46 (Sunshine Coast) must maintain high legal, ethical, managerial, and professional standards in the management of the resources entrusted to it as a publicly funded institution. Goods and services must be acquired in a manner that ensures the district:

- a) obtains value for money by incurring the lowest cost in the fulfillment of specified needs with appropriate levels of quality and service;
- b) uses a fair and open process when calling for, receiving, and evaluating quotations and tenders;
- c) meets its statutory, legal and ethical obligations in the acquisition of goods and services by purchase or lease.

### A. Principles:

Goods and services shall be acquired according to the following principles:

- a) Planning – Goods and services should be acquired after consideration of needs, alternatives, timing, and availability of funds.
- b) Sourcing – The process by which suppliers compete for school district business shall be open, fair, consistent, and non-discriminatory.
- c) Purchasing – Goods and services shall be acquired competitively from qualified suppliers to meet specified needs and to achieve the best value for money expended.
- d) Accountability – Approvals shall be obtained and documentation shall be retained for review and auditing.

### B. Authority And Process:

1. The Secretary-Treasurer is responsible for overseeing all purchasing, and provides a centralized purchasing resource to facilitate the acquisition of goods and services required by School District No. 46 (Sunshine Coast).

**Date adopted:** January 12, 2010

**Revised:** January 14, 2014

**Reference:** Policy 1.3 (Values Statement), Policy 12 (Role of Secretary-Treasurer)

**Supt. Signature:**



School District No. 46 (Sunshine Coast)

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2. All purchases made in the name of the Board or of a school become the property of the Board. The same conditions apply to donations to the Board or school. The Board reserves the right to refuse any donation or purchase.
3. School District No. 46 (Sunshine Coast) authorized buyers of goods or services are responsible to ensure the research of purchase requirements, contacting vendors, obtaining quotes, and other supporting documentation of the purchase.
4. Where a provincial agreement is in place (e.g.: EDCO, BCEM), authorized buyers may purchase from tendered product lists without obtaining alternative pricing.
5. The following are the threshold values for all goods and services purchases except where there is a School District supply contract in place:
  - (a) Under \$5,000 – three verbal quotes required. All quotes are to be documented and filed.\*
  - (b) \$5,001- \$49,999 – Three written quotes are required with a formal, written evaluation of the quotations.\*\*
  - (c) Over \$50,000 – Formal tender is required to be posted on BC Bid through the office of the Secretary-Treasurer.

*\*Purchase orders must be generated for all orders over \$1,500.*

*\*\*When the required good or service is valued at under \$50,000, a tender still MAY be posted on BC Bid at the buyer’s discretion in consultation with the Secretary Treasurer.*
6. Whenever possible, authorized buyers of goods and services will solicit bids from local vendors. In accordance with the principals of applicable trade agreements, no supplier of comparable goods or services should be accorded less favourable treatment than the best treatment provided to any other supplier.
7. School District No.46 (Sunshine Coast) will obtain competitive prices for all supplies, equipment and services except in the following situations:

**Date adopted:** January 12, 2010  
**Revised:** January 14, 2014

**Reference:** Policy 1.3 (Values Statement), Policy 12 (Role of Secretary-Treasurer)

**Supt. Signature:**



School District No. 46 (Sunshine Coast)

## Administrative Regulations

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- a) An emergency exists and requirements cannot be satisfied in time by means of a competitive process;
  - b) A process delay would interfere with School District No. 46 (Sunshine Coast) ability to maintain security or order, or to protect human or animal safety;
  - c) The required service is confidential; or
  - d) It can be proven that only one contractor is qualified to provide the service.
8. The Board reserves the right at all times to reject some or all bids, to not award the contract or purchase, or to re-tender.
  9. Purchase Orders must be generated and approved for purchases over \$1,500 and are the only authority to purchase goods or services on behalf of the School District. Purchases in excess of \$10,000 must have the prior approval of the Secretary-Treasurer in accordance with School District No. 46 Administrative Regulation #4200, Decentralized Decision Making.
  10. In the case of a single vendor, the person responsible for the purchase is required to present research to prove that only one vendor can provide the good or service.
  11. As a general rule, all orders and contracts will be awarded based on the principles listed in Section A. All relevant factors contributing to the overall value of the contract will be weighted and measured consistent with acceptable purchasing practices.
  12. Only the Secretary-Treasurer is empowered to commit the credit of School District No. 46 (Sunshine Coast), except for those instances where the Secretary-Treasurer has specifically delegated this power.
  13. Individuals who obligate School District No. 46 (Sunshine Coast) without authorization may be held personally responsible for the commitment.
  14. Suppliers who accept orders over \$1,500 from individuals or departments which do not reference an official Purchase Order number, and who subsequently invoice School District No. 46 (Sunshine Coast) for payment will be advised that payment cannot be made for orders accepted from unofficial sources.

**Date adopted:** January 12, 2010

**Revised:** January 14, 2014

**Reference:** Policy 1.3 (Values Statement), Policy 12 (Role of Secretary-Treasurer)

**Supt. Signature:**

*Patrick Boshuiz*



School District No. 46 (Sunshine Coast)

## Administrative Regulations

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15. School District purchasing cards may be issued to an employee routinely involved in purchasing supplies and services. Applications for purchasing cards must be approved by the Secretary- Treasurer.
16. The purchasing card is to be used for routine supply and service purchases within the established limits of the card. Detailed information on the use and responsibilities of the School District Visa Card can be found in the School District No. 46 Purchasing Card Agreement with Employees.
17. Furnishings purchases should generally be coordinated through the facilities department. "Furnishings" means any carpets, tables, chairs, pillows, etc. brought into the school for student or staff use. All furnishings:
  - a) Must be purchased new;
  - b) Must be made from non-absorbable material, i.e. leather, vinyl;
  - c) Must be able to be wiped and sanitized (except carpets);
  - d) Must meet commercially approved standards.

### C. Conflict of Interest:

1. School District No. 46 (Sunshine Coast) employees engaging in the purchasing function will be free of interests or relationships that are actually or potentially inimical to the best interests of the School District. In order to avoid a possible conflict of interest, any employee who has financial or other interest in a supplier company, either directly or indirectly through members of his/her immediate family, must report such financial or other interests in writing to the Secretary-Treasurer who will determine whether the interest is sufficient to disqualify the vendor. Employees who believe they may have a conflict of interest must remove themselves from the specified procurement.

**Date adopted:** January 12, 2010

**Revised:** January 14, 2014

**Reference:** Policy 1.3 (Values Statement), Policy 12 (Role of Secretary-Treasurer)

**Supt. Signature:**



School District No. 46 (Sunshine Coast)

# Administrative Regulations

**FINANCE**

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## **PURCHASING**

### ~~+~~ **Background:**

~~School District No. 46 (Sunshine Coast) must maintain high legal, ethical, managerial, and professional standards in the management of the resources entrusted to it as a publicly funded institution. Goods and services must be acquired in a manner that ensures the district:~~

- ~~a) obtains value for money by incurring the lowest cost in the fulfillment of specified needs with appropriate levels of quality and service;~~
- ~~b) uses a fair and open process when calling for, receiving, and evaluating quotations and tenders;~~
- ~~c) meets its statutory, legal and ethical obligations in the acquisition of goods and services by purchase or lease.~~

~~A. School District No. 46 (Sunshine Coast) purchasing regulation allows for competitive procurement by practicing the highest standards of business ethics, professional competency and integrity with suppliers and contractors.—~~

### ~~General Principles:~~

G

~~oods and services shall be acquired according to the following principles:~~

- ~~a) Planning – Goods and services should be acquired after consideration of needs, alternatives, timing, and availability of funds.~~
- ~~b) Sourcing – The process by which suppliers compete for school district business shall be open, fair, consistent, and non-discriminatory.~~
- ~~c) Purchasing – Goods and services shall be acquired competitively from qualified suppliers to meet specified needs and to achieve the best value for money expended.~~

**Date adopted:** January 12, 2010

**Revised:** January 14, 2014

**Reference:** Policy 1.3 (Values Statement), Policy 12 (Role of Secretary-Treasurer)

**Supt. Signature:**



School District No. 46 (Sunshine Coast)

# Administrative Regulations

**FINANCE**

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d) Accountability – Approvals shall be obtained and documentation shall be retained for review and auditing.

**B. Authority And Process:**

1. The Secretary-Treasurer is responsible for overseeing all purchasing, and provides a centralized purchasing resource to facilitate the acquisition of goods and services required by School District No. 46 (Sunshine Coast).

~~1-2.~~ All interested suppliers shall be encouraged to quote on School District requirements for goods and services. All purchases made in the name of the Board or of a school become the property of the Board. The same conditions apply to donations to the Board or school. The Board reserves the right to refuse any donation or purchase.

3. School District No. 46 (Sunshine Coast) authorized buyers of goods or services are responsible to ensure the research of purchase requirements, contacting vendors, obtaining quotes, and other supporting documentation of the purchase.

~~2-4.~~ Where a provincial agreement is in place (e.g.: EDCO, BCEM), authorized buyers may purchase from tendered product lists without obtaining alternative pricing.

~~3-5.~~ The following are the threshold values for all goods and services purchases except where there is a School District supply contract in place:

(a) Under \$5,000 – three verbal quotes required. ~~Buyer’s discretion using the criteria of price, quality and service.~~ All quotes are to be documented and filed.\*

(b) \$5,001- \$49,999 – Three written quotes are required with a formal, written evaluation of the quotations.\*\*

(c) Over \$50,000 – Formal tender is required to be posted on BC Bid through the office of the Secretary-Treasurer.

***\*Purchase orders must be generated for all orders over \$1,500.***

***\*\*When the required good or service is valued at under \$50,000, a tender still MAY be posted on BC Bid at the buyer’s discretion in consultation with the Secretary Treasurer.***

**Date adopted:** January 12, 2010

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School District No. 46 (Sunshine Coast)

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6. Whenever possible, authorized buyers of goods and services will solicit bids from local vendors. In accordance with the principals of applicable trade agreements, no supplier of comparable goods or services should be accorded less favourable treatment than the best treatment provided to any other supplier.

1-7. School District No.46 (Sunshine Coast) will obtain competitive prices for all supplies, equipment and services except in the following situations:

(a)a) An emergency exists and requirements cannot be satisfied in time by means of a competitive process;

(b)b) A process delay would interfere with School District No. 46 (Sunshine Coast) ability to maintain security or order, or to protect human, or animal, or plant life or health safety;

(c)c) The required service is confidential; or

(d)d) It can be proven that only one contractor is qualified to provide the service.

2-8. The Board reserves the right at all times to reject some or all bids, to not award the contract or purchase, or to re-tender.

9. Purchase Orders must be generated and approved for purchases over \$1,500 and are the only authority to purchase goods or services on behalf of the School District. Purchases in excess of \$10,000 must have the prior approval of the Secretary-Treasurer in accordance with School District No. 46 Administrative Regulation #4200, Decentralized Decision Making.

2-10. In the case of a single vendor, the person responsible for the purchase is required to present research to prove that only one vendor can provide the good or service.

3. As a general rule, all orders and contracts will be awarded based on the principles listed in Section A. to the supplier that offers the best value for School District No. 46 (Sunshine Coast). All relevant factors contributing to the overall value of the contract will be weighted and measured consistent with acceptable purchasing practices. All factors

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~~being equal, contracts will be awarded to local, provincial, Canadian, and international suppliers in that order.~~

~~4.11. School District No. 46 (Sunshine Coast) employees engaging in the purchasing function will be free of interests or relationships that are actually or potentially inimical to the best interests of the School District. In order to avoid a possible conflict of interest, any employee who has financial or other interest in a supplier company, either directly or indirectly through members of his/her immediate family, must report such financial or other interests in writing to the Secretary-Treasurer who will determine whether the interest is sufficient to disqualify the vendor. Employees who believe they may have a conflict of interest must remove themselves from the specified procurement.~~

5.12. Only the Secretary-Treasurer is empowered to commit the credit of School District No. 46 (Sunshine Coast), except for those instances where the Secretary-Treasurer has specifically delegated this power.

6.13. Individuals who obligate School District No. 46 (Sunshine Coast) without authorization may be held personally responsible for the commitment.

7. Suppliers who accept orders over \$1,500 from individuals or departments which do not reference an official Purchase Order number, and who subsequently invoice School District No. 46 (Sunshine Coast) for payment will be advised that payment cannot be made for orders accepted from unofficial sources.

~~4. School District No. 46 (Sunshine Coast) will obtain competitive prices for all supplies, equipment and services except in the following situations:~~

~~(a) An emergency exists and requirements cannot be satisfied in time by means of a competitive process;~~

~~(b) A process delay would interfere with School District No. 46 (Sunshine Coast) ability to maintain security or order, or to protect human, animal, or plant life or health;~~

~~(c) The required service is confidential; or~~

~~(d) It can be proven that only one contractor is qualified to provide the service.~~

**Date adopted:** January 12, 2010

**Revised:** January 14, 2014

**Reference:** Policy 1.3 (Values Statement), Policy 12 (Role of Secretary-Treasurer)

**Supt. Signature:**



School District No. 46 (Sunshine Coast)

# Administrative Regulations

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~~8. In the case of a single vendor, the person responsible for the purchase is required to present research to prove that only one vendor can provide the good or service.~~

~~14.~~

~~15. School District purchasing cards may be issued to an employee routinely involved in purchasing supplies and services. Applications for purchasing cards must be approved by the Secretary- Treasurer.~~

~~16. The purchasing card is to be used for routine supply and service purchases within the established limits of the card. Detailed information on the use and responsibilities of the School District Visa Card can be found in the School District No. 46 Purchasing Card Agreement with Employees.~~

~~17. Furnishings purchases should generally be coordinated through the facilities department. "Furnishings" means any carpets, tables, chairs, pillows, etc. brought into the school for student or staff use. All furnishings:~~

- ~~a) Must be purchased new;~~
- ~~b) Must be made from non-absorbable material, i.e. leather, vinyl;~~
- ~~c) Must be able to be wiped and sanitized (except carpets);~~
- ~~d) Must meet commercially approved standards.~~

~~9. School District No. 46 (Sunshine Coast) favours local purchasing of equipment, materials and services when the product or service meets the following factors and suitability:~~

- ~~(a) quality;~~
- ~~(b) convenience of delivery;~~
- ~~(c) past service to the school district;~~
- ~~(d) competitive and fair pricing;~~
- ~~(e) environmental responsibility and sustainability.~~

~~School District Visa cards may be issued to an employee routinely involved in purchasing supplies and services. Applications for purchasing cards must be approved by the Secretary- Treasurer.~~

**Date adopted:** January 12, 2010

**Revised:** January 14, 2014

**Reference:** Policy 1.3 (Values Statement), Policy 12 (Role of Secretary-Treasurer)

**Supt. Signature:**



School District No. 46 (Sunshine Coast)

# Administrative Regulations

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~~10. The Visa card is to be used for routine supply and service purchases within the established limits of the card. Detailed information on the use and responsibilities of the School District Visa Card can be found in the School District No. 46 Visa Card Agreement with Employees.~~

**C. Conflict of Interest:**

- School District No. 46 (Sunshine Coast) employees engaging in the purchasing function will be free of interests or relationships that are actually or potentially inimical to the best interests of the School District. In order to avoid a possible conflict of interest, any employee who has financial or other interest in a supplier company, either directly or indirectly through members of his/her immediate family, must report such financial or other interests in writing to the Secretary-Treasurer who will determine whether the interest is sufficient to disqualify the vendor. Employees who believe they may have a conflict of interest must remove themselves from the specified procurement.

**Date adopted:** January 12, 2010  
**Revised:** January 14, 2014

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**Supt. Signature:** *Patrick Boshuiz*