

# Vancouver Park Board / Community Centre Associations - Joint Operating Agreement - CCA Feedback, VPB Response

June 14, 2016 – Programming, Administration<sup>1</sup>

## VPB DRAFT 1 - Programming

Community centre programming, with the exceptions set out below, will remain the responsibility of the CCA, including schedules, fees, quality control and evaluation.

The Park Board may include up to five system-wide programs in the centre’s program schedule. These programs will be implemented in collaboration with the CCA.

The Park Board will determine policy priorities/objectives for the overall recreation system. The CCA will have an opportunity to provide input on policy priorities/objectives.

Park Board staff will work with the CCA through a joint system-wide planning forum to discuss programs to achieve policy priorities/objectives.

Park Board will provide resources such as demographic information, reports, and best practice information to support the CCA’s programming committee.

All licensed childcare programs operated in community centres will meet the standards set by the Park Board and City of Vancouver, Community Services.

Comments Received
• Add the CCA will have access to information from Park Board systems related to programs.
• 2nd bullet: five system-wide programs will enhance and not compete with CCA programs.
• 2nd bullet: “might” instead of “may”.
• 3rd bullet: “might” instead of “will” determine policy priorities.
• No need to include contractual term that Park Board can determine policy.
• Clarify how Park Board will work with Program Committee on system-wide programs.
• Clarify who will be paying for system-wide programs.
• Add that policy priorities must not contravene JOA.
• 3rd bullet: remove “CCA will have an opportunity to provide input”, as mechanism addressed in bullet 4.
• Clarify five system-wide programs annually and how these relate to the budget cycle.

<sup>1</sup> Where CCA comments are identified, the comments were provided by way of the on-line survey

<ul style="list-style-type: none"> <li>• 5th bullet: add language on how Park Board will support CCA to upgrade facilities to meet licensing requirements.</li> </ul>
<ul style="list-style-type: none"> <li>• Add that CCA has control for scheduling and administration of five system-wide programs.</li> </ul>
<ul style="list-style-type: none"> <li>• Clarify that “recreation” includes arts, culture, and social education (in 3rd bullet).</li> </ul>
<ul style="list-style-type: none"> <li>• Person (Director of Recreation?) or resource designated to support quality control across centres.</li> </ul>
<ul style="list-style-type: none"> <li>• Include flow diagrams to understand difference between policy, program, and other terms and give CCAs understanding of the spirit behind the clauses. Keep flow diagrams simple.</li> </ul>
<ul style="list-style-type: none"> <li>• Include a collaborative two-way mechanism for understanding the five system-wide programs.</li> </ul>
<ul style="list-style-type: none"> <li>• [Strathcona] The CCA board members should have the opportunity to vote on Park Board suggested system programs that may be implemented in the Centre's program schedule to ensure the suggested programs are supported by the community members priorities and needs.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] bullet 2- clarification regarding who pays for and runs program, who receives revenue etc. Must be accepted by SCA or will not be run, must be scheduled to suit SCA programs. bullet 3- rejected. JOA and history dictates that SCA serves the community and will prioritize programs that suit sunset, not the average of the whole city. bullet 4 - as above bullet 6- the OSC and PS is already licenced through COV, VSB etc and we cannot accept additional unseen standards. If these are compatible with existing regs that is likely OK. If anything added or changed must be explained and agreed prior to blanket acceptance of this language.</li> </ul>
<ul style="list-style-type: none"> <li>• [Strathcona] What are the five system-wide programs? Clarify the types of programs and that they will be Park Board funded system-wide. "The Park Board might include up to five system-wide programs, where applicable, in the Centre's Program schedule". "Where applicable" to cover significant differences between Community Centres as outlined in the addendum, such as space constraints and demographic differences and needs. "The PB will determine policy priorities for the overall recreational AND CULTURAL system."</li> </ul>
<ul style="list-style-type: none"> <li>• [Kerrisdale] The term "collaboration" will have to be defined in clear behavioural terms. Details around setting registration fees and minimum registration numbers for course viability; determining instructor and supply costs and space requirements, etc. need to be clearly specified Park Board determining policy priorities and objectives is acceptable only if these policy priorities are not in conflict with the JOA as signed. A contract that gives one party unfettered right to change the terms of the contract is not a legal contract.</li> </ul>
<ul style="list-style-type: none"> <li>• [Killarney] General comments: More collegial tone adopted throughout. CCAs are Partners not Enemies representing taxpaying residents in their communities. Please don't talk DOWN. Re: five system-wide programs Park Board wishes to implement. Since you know the number of programs why is the program itself not being named and how often the programs are to be run etc.? Secrecy of this sort does not make anyone feel comfortable! Open up, please.</li> </ul>
<ul style="list-style-type: none"> <li>• [West Point Grey] Page 2: in relation to bullet #1, please add that senior and programming staff will receive regular on-going training in outcome-based evaluation method and other up-to-date evaluation methods in order to provide support to CCAs to facilitate programming and services evaluation by the CCAs.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] We will consider the implementation of park board programming contingent on HCA approval of the proposed programming activity, hours, space allowance and HCC operational needs. Park board may set its own policy, policy at HCC will be set by HCA and park board in their respective jurisdictional areas. The JOA will define the relationship between the parties and no policy will undermine the relationship as defined by the JOA. Licensed child care will meet standards set by Coastal Health. If there are other specific concerns around child care, Park Board will specify those for negotiation within the context of the JOA.</li> </ul>

**VPB DRAFT 1 - Administration - Policies and Processes**

Park Board employees will follow Park Board and City of Vancouver policies and processes, including financial, risk management, privacy and security and conflict of interest.

The CCA will adopt and adhere to good governance policies, including conflict of interest, audit, use of funds, and terms for directors and will conduct regular reviews of CCA Board function.

<b>Comments Received</b>
<ul style="list-style-type: none"> <li>• 2nd bullet: reference provincial and federal legislation.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove “terms for directors” in bullet 2.</li> </ul>
<ul style="list-style-type: none"> <li>• Define “good governance” in bullet 2.</li> </ul>
<ul style="list-style-type: none"> <li>• Add how Park Board will support CCA in bullet 2 (e.g., provide system-wide workshops in good governance).</li> </ul>
<ul style="list-style-type: none"> <li>• Park Board/City does not have authority to direct what Society has authority to direct itself.</li> </ul>
<ul style="list-style-type: none"> <li>• Make bullet 2 reciprocal.</li> </ul>
<ul style="list-style-type: none"> <li>• Define and clarify “regular reviews of CCA Board function”, including who will conduct the reviews. Clarify that CCA will conduct the review (self-regulation).</li> </ul>
<ul style="list-style-type: none"> <li>• Remove bullet 2 entirely and use BC Society’s Act and Federal Act.</li> </ul>
<ul style="list-style-type: none"> <li>• Clarify what “good governance” means, what are the consequences if there isn’t “good governance”.</li> </ul>
<ul style="list-style-type: none"> <li>• [Strathcona] The CCA will review the suggested terms for directors and will have the opportunity to address their concerns. The terms should be put to a vote and excepted by the majority.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] the SCA won't agree to a broad statement that allows PB to determine whether we are well governed. We will commit to fulfilling the societies act and exercising our legal duty to SCA stakeholders. (sunset community) COV policy dictates that activenet be used for transactions which SCA has never agreed to.</li> </ul>
<ul style="list-style-type: none"> <li>• as above - reciprocity.</li> </ul>
<ul style="list-style-type: none"> <li>• [Kerrisdale] Re: bullet #2: How is "good governance" defined? Will the Park Board agree to adopt and adhere to the same requirements? Use of a registered society's funds are determined by the Society's constitution. Terms for directors may be specified in the Society's by-laws if the Society wishes. This clause interferes with the legal rights of the Society.</li> </ul>
<ul style="list-style-type: none"> <li>• [Killarney] Boards operating as Societies or Associations have to operate under the Societies Act. Why does Park Board feel they have a right/responsibility to interfere with "terms" Remove Bullet 2 ...good idea.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] As an independent society, the CCA will determine its own policy, by-laws and other practices.</li> </ul>

CCA Feedback, VPB Response

**VPB DRAFT 1 - Administration - Systems**

The CCA will utilize a common recreation and registration management system (currently ActiveNet) which is owned and operated by the City of Vancouver and the Park Board to process, to record and store all program registration and to process and record all payments.

This system will generate reports for the CCA which account for the funds received, track registration statistics and assist the CCA and the Park Board in measuring program performance.

The terms of use of the system will be detailed in the JOA.

Recreation management system costs will be addressed in the finance section of the agreement.

All information technology and telecommunications equipment installed or utilized in the Community Center with connection to the City’s network will be supplied and managed by the City of Vancouver Information Technology department and will be owned by the City.

Comments Received
<ul style="list-style-type: none"> <li>• 1st bullet: clarify “record all program related payments”.</li> </ul>
<ul style="list-style-type: none"> <li>• 1st bullet: add that there should be no impediment placed by Park Board on CCA ability to access information in the system.</li> </ul>
<ul style="list-style-type: none"> <li>• Add CCA ability to access contact information from system. Information should remain in custody and control of CCA.</li> </ul>
<ul style="list-style-type: none"> <li>• Add that CCA has access to reports and the system, what types of reports and how often they will receive them.</li> </ul>
<ul style="list-style-type: none"> <li>• Add “timely communication”.</li> </ul>
<ul style="list-style-type: none"> <li>• Add “good governance of the ActiveNet system”.</li> </ul>
<ul style="list-style-type: none"> <li>• The information system should be audited on a regular basis for accuracy.</li> </ul>
<ul style="list-style-type: none"> <li>• Clarity on how information system can link to the CCA webpage.</li> </ul>
<ul style="list-style-type: none"> <li>• Add that CCA webpages will have a home on Vancouver.ca webpage.</li> </ul>
<ul style="list-style-type: none"> <li>• Include mechanism to negotiate and notify CCAs of fee increases in the ActiveNet system.</li> </ul>
<ul style="list-style-type: none"> <li>• [Strathcona] The terms of use for the new system should be made available to the CCA board members as soon as the Park Board has knowledge of the details and not be left to the last minute.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] SCA currently has a pending court hearing on this program violating the terms of the JOA injunction. The issue is loss of control over the funds that we as a society are legally required to account for and control, on behalf of the SCA. We cannot agree to any of these points currently.</li> </ul>
<ul style="list-style-type: none"> <li>• [Strathcona] Simply, adhere to PIPA guidelines: refer to them or attach them. Transparency re "Letter of Intent" negotiated with six community Centres, that any changes are disclosed and shared with all Community Centres, all Centres to be given the opportunity to review this Letter. Facilitate a donations system with capability to issue tax receipts under the CCA's name compliant with CRA requirements. CCA's ability to access contact information from system: information to remain in custody and control of each specific CCA.</li> </ul>

<ul style="list-style-type: none"> <li>[Kerrisdale] Those CCAs which have negotiated a Contract for the Implementation of Active Net expect that the clauses in that Agreement will be respected. The reports generated by ActiveNet must meet the information needs of the CCAs Including recreation management system costs in the JOA will be a problem if a new contract with Active Net is negotiated within the term of the JOA. It should be in an appendix that can be adjusted separately from the JOA</li> </ul>
<ul style="list-style-type: none"> <li>[Killarney] I endorse all of the comments above.</li> </ul>
<ul style="list-style-type: none"> <li>[Hastings] Those CCAs which have negotiated a Contract for the Implementation of Active Net expect that the clauses in that Agreement will be respected.</li> </ul>

**VPB DRAFT 1 - Administration - Grants**

Where a CCA applies for a grant related to activity in the community centre, the application, administration, and oversight will be done in collaboration with the Recreation Supervisor.

Comments Received
<ul style="list-style-type: none"> <li>1st bullet doesn't reflect current practice. CCA relies on Park Board staff for support.</li> </ul>
<ul style="list-style-type: none"> <li>[Sunset] No- a grant application MAY AT THE DISCRETION AND REQUIREMENT OF THE CCA, be done in collaboration.</li> </ul>
<ul style="list-style-type: none"> <li>[Strathcona] Cultural/Recreation Supervisor. AT STRATHCONA CCA we are totally reliant on the Rec. Supervisor and our 3 Centre programmers to write, apply for, administer and oversee grants.</li> </ul>
<ul style="list-style-type: none"> <li>[Kerrisdale] This seems superfluous as all activities conducted in the community centre are done in collaboration with Park Board staff. To be eligible for some grants, the CCA must demonstrate that it is an independent body. This clause as worded may cause problems for this demonstration. Again, "collaboration" must be clearly defined.</li> </ul>
<ul style="list-style-type: none"> <li>[West Point Grey] Page 5: please add that senior and programming staff will receive regular and on-going training in grant-writing in order to provide support to the CCAs in relation to their grant applications. Additionally, please add that, as much as possible, Park Board will provide resources such as timely information on available grant programs offered by various governments to support CCAs in relation to grant applications.</li> </ul>
<ul style="list-style-type: none"> <li>[Hastings] This is fine in principle, but "collaboration" must be defined.</li> </ul>

**VPB DRAFT 1 - Administration - Role of Supervisors to Support CCAs**

The Supervisor supports the CCA board in the joint delivery of centre programs and services and in the successful operation of the CCA board, including advice on CCA board recruitment, retention, and governance.

The Supervisor is the management representative of the Park Board at each community centre.

The Supervisor provides oversight for the entire community center facility, including all programs and services.

The Supervisor works with the CCA on the planning, delivery, evaluation and administration of all CCA programming and services.

The Supervisor maintains effective communication with the CCA President and Directors, and regularly attends CCA board meetings.

Comments Received
<ul style="list-style-type: none"> <li>• 1st bullet, last part: not the role of a Recreation Supervisor (recruitment, retention and governance).</li> </ul>
<ul style="list-style-type: none"> <li>• Should clarify that Supervisors need to be aware of different needs at different centres.</li> </ul>
<ul style="list-style-type: none"> <li>• Include assurance of continuity of Supervisors (last bullet).</li> </ul>
<ul style="list-style-type: none"> <li>• 1st bullet: leave role of Supervisor as is.</li> </ul>
<ul style="list-style-type: none"> <li>• Note that CCA retains right to hold in camera meetings.</li> </ul>
<ul style="list-style-type: none"> <li>• 1st bullet: use “Supervisor provides support” language.</li> </ul>
<ul style="list-style-type: none"> <li>• 2nd bullet: should be moved to definition section.</li> </ul>
<ul style="list-style-type: none"> <li>• Make section on Supervisor roles consistent with rest of document (policy statements not job description).</li> </ul>
<ul style="list-style-type: none"> <li>• Call them “Supervisor” not “Recreation Supervisor”.</li> </ul>
<ul style="list-style-type: none"> <li>• 3rd bullet: clarify what “oversight” means and scope of “oversight”.</li> </ul>
<ul style="list-style-type: none"> <li>• Add that Park Board agrees not to reduce hours or second them without the consent of the CCA.</li> </ul>
<ul style="list-style-type: none"> <li>• Include existing language from Joint Operating Agreement.</li> </ul>
<ul style="list-style-type: none"> <li>• [Strathcona] The Supervisor should NOT provide oversight for the entire community center facility, only advice and guidance.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] Supervisor has NO role with recruitment, retention and governance. CCA must have a mechanism to initiate reviews ect if the supervisor is not a good fit for the centre, or is not fulfilling their duties.</li> </ul>
<ul style="list-style-type: none"> <li>• [Strathcona] STRATHCONA CCA would be greatly helped with additional, specific staff to help with fund raising/grant applications, communications/IT, donor relations and Outreach - to meet needs for this specific Community Centre.</li> </ul>
<ul style="list-style-type: none"> <li>• [Kerrisdale] The Recreation Supervisor has no expertise on Board operation, recruitment, retention and governance. These matters are the responsibility of the CCA. The last 3 clauses belong in the CRS' job description. It is inappropriate to include them in the JOA</li> </ul>
<ul style="list-style-type: none"> <li>• [Killarney] Yes to all CCA comments submitted above with regard to "Roles of Supervisors in Support of CCAs". I agree</li> </ul>
<ul style="list-style-type: none"> <li>• [West Point Grey] Page 6: In relation to bullet #1, for consistency and clarity, please change the phrase "advice on" to "providing support". Additionally, in relation to bullet 5, please add language to clarify that this term does not impact the CCAs ability to convene "in camera" board meetings and other board and committee meetings that the Recreation Supervisor does not attend. Finally, please add paragraph #6 from the JOA</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Most is fine, but not the following:                             <ul style="list-style-type: none"> <li>○ in the successful operation of the CCA board, including advice on CCA board recruitment, retention, and governance. There needs to be language about CCA input into hiring and review of staff performance as well as analysis of staffing levels at CCs. This language can be considered as a starting point:                                     <ul style="list-style-type: none"> <li>▪ a) The Parties acknowledge and agree that having suitably qualified Park Board Administrative Staff at the Jointly Operated Facilities is</li> </ul> </li> </ul> </li> </ul>

essential to the effective operation and service to the public of the Jointly Operated Facilities. The Park Board and the Society agree that input given by one Party to the other regarding day-to-day operations at the Jointly Operated Facilities must be constructive and respectful, and support the best interests of the service to the community.

- b) The Jointly Operated Facilities shall have full-time coverage with the appropriate number of Park Board Administrative Staff provided by and accountable to the Park Board, with the appropriate number of Park Board Administrative Staff to be determined in section 6(c) herein.
- c) Within eighteen (18) months of signing this JOA the Parties shall establish a Task Force to develop a formula for determining appropriate Park Board staffing levels based on factors including but not limited to volume and type of facility use, square footage, and configuration of facilities, social and economic conditions of the community, and other factors the Task Force may consider relevant. To ensure its continuing applicability, this formula will be jointly reviewed by the Parties every five (5) years, or whenever changes to the staffing levels are proposed.
- d) The Park Board Administrative Staff shall comply with all reasonable directives of the Society. Their duties and working hours shall be mutually agreed upon by the Park Board and the Society, keeping in mind that such agreed duties and working hours cannot be inconsistent with the agreements entered into, from time to time, between the City (including the Park Board) and any union on behalf of its members. The Society shall be notified of all such agreements. Changes to any such agreements between the City (including the Park Board) and a union shall not impact delivery of the Programs and Services at the Jointly Operated Facilities without the express written consent of the Society. If an agreement entered into between the City (including the Park Board) and a union results in an increase in costs or expenses to the Society, such increased costs or expenses shall be paid or reimbursed to the Society by the Park Board.
- e) If Park Board Program Staff are advised of an Instructor's absence or impending absence from their duties at the Jointly Operated Facilities, the Park Board Program Staff shall arrange for a substitute Instructor or notify all registrants in the particular one of the Programs and Services taught or led by the absent Instructor of any cancellations.
- f) In the event that the Society shall desire a change to any members of the Park Board staff in the Jointly Operated Facilities, the Society shall show cause in writing to the appropriate Park Board management staff.
- g) Should the Park Board desire to make any temporary or permanent change whatsoever in any staff assigned to all, or any, of the Jointly Operated Facilities, the Park Board shall advise the Society of such intended changes. The Park Board shall consider all comments of the Society in changing staff assignments.
- h) Vacation time for the Park Board Administrative Staff in the Jointly Operated Facilities shall be arranged by the appropriate Park Board staff in consultation with the Society, and suitable arrangements for coverage will be ensured by the appropriate Park Board staff. The Park Board shall consider all reasonable comments of the Society regarding vacation coverage. Fifteen (15) days' notice of vacations shall be given in writing to the Society.
- i) The Society and the Park Board shall jointly prepare a job description that accurately reflects the function to be performed by each Park Board Administrative Staff member within the Jointly Operated Facilities. The job description shall be renewed at the request of either Party.
- j) When any vacancy, whether temporary or permanent, is created or arises amongst the Park Board Administrative Staff, the appropriate representative from the Park Board will notify the Society as quickly as possible, but not less than one month from the

date at which the Park Board is first made aware of the vacancy. The notification will identify the position that is vacant and provide the anticipated length of the vacancy. The Park Board representative shall consult with the Society as to the means by which the job vacancy shall be posted and filled so that the Society may have meaningful involvement with the process of filling the vacancy prior to it being filled.

- k) For each Park Board Administrative Staff position vacancy at the Jointly Operated Facilities, whether such vacancy is temporary or permanent, a selection committee comprising up to three (3) representatives of each Party shall be formed to:
  - i. determine the experience and capabilities to be sought in candidates;
  - ii. participate in screening of all applications and development of a short list; and
  - iii. participate in interviews as voting members of the selection committee.
- l) The Park Board shall consider all comments of the Society in fulfilling its responsibility to hire suitably qualified Park Board Administrative Staff at the Jointly Operated Facilities.
- m) As the performance review of staff at the Jointly Operated Facilities is enhanced by input from the Society in its capacity as representative of community needs, and as a Party significantly impacted by the performance of the Park Board Administrative Staff members at the Jointly Operated Facilities, the Park Board shall consult with and allow for meaningful input from the Society with respect to the performance of staff at the Jointly Operated Facilities.
- n) The Society shall provide for each Park Board Administrative Staff member, within two (2) weeks of the staff member taking up a position at the Jointly Operated Facilities, an orientation to the Society's operations, its policies, role in the community, and its relationship with the Park Board.