



Board Meeting Agenda

April 23, 2014 – 4:30 p.m.

- 1. Call to Order**
- 2. Approval of Agenda**
 - 2.1 Additions to Agenda
 - 2.2 Approval of Agenda
- 3. Appointments**
- 4. Reading and Approving of Minutes**
 - 4.1 Amendment/Correction of Minutes
 - 4.2 Approval of Minutes of the Regular Meeting of March 26, 2014
- 5. Presentations**
 - 5.1 Leader in Me
(Mr. Darryl Propp, Principal, Bon Accord Community School;
Mr. John Baldassarre, Principal, Lilian Schick School)
- 6. Reports from Senior Administration**
 - 6.1 Superintendent of Schools
 - 6.2 Associate Superintendent, Education Services

6.3 Secretary Treasurer

6.4 Associate Superintendent

7. Reports from Trustees and Standing Committees

7.1 Chair's Report

7.2 Trustees' Reports

7.3 Building

7.4 Finance & Human Resources

7.5 Education Policy

7.6 Advocacy Committee

7.7 Transportation

8. Reports from Special Committees

8.1 Alberta School Boards Association Representative

8.2 Public School Boards Association of Alberta Representative

9. New Business

9.1 Policy E/V/2 – Support Staff Performance Review

9.2 Policy G/III/2 – Public Use of School Buildings and Property

9.3 Book Award Rate/Class

- 9.4 Locally Developed Courses Approval –
Forensic Science Studies 35 – 5 credits
- 9.5 Lease Agreement – Town of Gibbons –
Out of School Care Program
- 9.6 Lease Agreement – RQB Child Centre Inc.
- 9.7 Allocation of Committee Positions
- 9.8 Morinville Public Elementary School name change
- 9.9 Provincial Bargaining Information

10. Unfinished Business

11. Notices of Motion

12. Information

- 12.1 ATA; CUPE
- 12.2 Community Members
- 12.3 Media

13. Question Period

14. Requests for Information

15. Adjournment



**Minutes of the Meeting of
The Board of Trustees of
Sturgeon School Division No. 24
Held at Morinville on March 26, 2014**

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**Minutes of the Meeting of
The Board of Trustees of
Sturgeon School Division No. 24
Held at Morinville on March 26, 2014**

Roll Call

Present were Trustees: Mr. Terry Jewell (Chair), Ms. Tracy Nowak (Vice Chair), Mrs. Misty Featherley, Mrs. Liz Kohle & Mrs. Wendy Miller; Dr. Michèle Dick (Superintendent); Mrs. Iva Paulik (Secretary Treasurer); Mr. Dave Johnson (Associate Superintendent); Mr. Wolfgang Jeske (Associate Superintendent, Education Services);

Mrs. Michelle Mychasiw was absent.

Call to Order

The Chair called the meeting to order at 6:35 p.m.

Approval of Agenda

#23/2014 – Moved by Mrs. Kohle that the agenda be approved.

CARRIED 5/0

Appointments

There were no appointments.

Approval of Minutes

#24/2014 - Moved by Ms. Nowak that the minutes of the Regular Meeting of February 26, 2014 be approved.

CARRIED 5/0

Presentations

Mrs. Ruth Kuik, Director of Curriculum and Instruction, provided an update with respect to the High School Completion Project.

Reports from Senior Administration

Superintendent of Schools

No report was provided.

Associate Superintendent, Education Services

A written report was provided.

Secretary-Treasurer

A written report was provided.

Associate Superintendent

A written report was provided.

Reports from Officers and Standing Committees**Chair's Report**

A verbal report was provided.

Trustees' Reports

Verbal reports were provided.

Building

A verbal report was provided.

Finance & Human Resources

No report was provided.

Education Policy

No report was provided.

Advocacy Committee – Board Advocacy Plan

No report was provided.

Transportation

A verbal report was provided.

Reports from Special Committees**Alberta School Boards Association Representative**

A verbal report was provided.

Public School Boards Association of Alberta Representative

A verbal report was provided.

New Business**Policy B/III/3 – Policy Development**

#25/2014 – Moved by Mr. Jewell that the Board of Trustees approve Policy B/III/3 – Policy Development.

CARRIED 5/0

Policy E/IV/5 – Personnel Records

#26/2014 – Moved by Mrs. Miller that the Board of Trustees approve Policy E/IV/5– Personnel Records.

CARRIED 5/0

Policy I/6 – Selection of Bus Contractors

#27/2014 – Moved by Mrs. Kohle that the Board of Trustees approve Policy I/6 – Selection of Bus Contractors.

CARRIED 5/0

Policy I/7 – Reduction in Contract School Bus Fleet

#28/2014 – Moved by Mrs. Kohle that the Board of Trustees approve Policy I/7 – Reduction in Contract School Bus Fleet.

CARRIED 5/0

2014 – 2015 Instructional Material Fees

#29/2014 – Moved by Mr. Jewell that the Board of Trustees approve 2014 – 2015 Instructional Material Fees as follows:

Elementary	\$60.00 per year
Junior High	\$70.00 per year
Senior High	\$60.00 per semester, \$120.00 per year, or for those students in less than a 10 credit load, \$5.00 per credit

#30/2014 – Moved by Ms. Nowak that the Board of Trustees amend the proposed 2014 – 2015 Instructional Material Fees as follows:

Elementary	\$55.00 per year
Junior High	\$67.00 per year
Senior High	\$55.00 per semester, \$110.00 per year, or for those students in less than a 10 credit load, \$4.50 per credit

CARRIED 4/1

Opposed: Mr. Jewell

#31/2014 – Moved by Mr. Jewell that the Board of Trustees approve 2014 – 2015 Instructional Material Fees as follows:

Elementary	\$55.00 per year
Junior High	\$67.00 per year
Senior High	\$55.00 per semester, \$110.00 per year, or for those students in less than a 10 credit load, \$4.50 per credit

CARRIED 4/1

Opposed: Mr. Jewell

Transportation Fees 2014-2015

#32/2014 – Moved by Mrs. Kohle that the Board of Trustees approve the implementation of Transportation Fees for the 2014-2015 school year as follows:

Early Bird Transportation Fees paid by the end of June:

Kindergarten	\$75.00 **
Grades 1 – 12	\$150.00
Non Resident	\$175.00

The maximum rate for families with more than three children is \$450.00

** Noon Kindergarten riders - \$150.00 (rather than \$75)

An additional \$25 charge will be applied to each of the Transportation Fees if not paid by the early bird deadline of June 30.

CARRIED 4/1

Opposed: Mr. Jewell

Lease Agreement – Town of Morinville

#33/2014 – Moved by Mr. Jewell that the Board of Trustees approve the Lease Agreement with the Town of Morinville.

CARRIED 5/0

Unfinished Business

Notices of Motion

There were no Notices of Motion.

Information

ATA; CUPE

A verbal report was provided.

Community Members

No report was provided.

Media

No report was provided.

Question Period

No questions were raised.

Requests for Information

There were no requests for information.

#34/2014 – 8:55 p.m. – Moved by Ms. Nowak that the Board go in camera.

CARRIED 5/0

#35/2014 – 9:47 p.m. – Moved by Ms. Nowak that the Board go out of camera.

CARRIED 5/0

Close of Meeting

The Chair adjourned the meeting at 9:47 p.m.

Chair

Date

Secretary-Treasurer



Board Meeting Memorandum

Date: April 23, 2014
To: Board Meeting
From: Iva Paulik, Secretary Treasurer
Subject: **Secretary Treasurer Report**

GST Review

We contracted out a tax recovery specialist – LWA Lockett Wenman & Associates. They reviewed our books and identified a total rebate of \$15,936 for the last 4 years. SSD will retain 55% of the rebate. Most of the findings were related to 2011 and 2010 school years. The GST Consultant was very pleased with the order of our books.

Banking Pricing Proposal

We have received a pricing proposal from Scotiabank. The proposal offers a full waiver of bank fees (including Scotiaconnect and EFT costs) and an increase of interest earned on deposits of Prime less 1.85% from Prime less 2.5%. The term of agreement is 5 years.

March 31, 2014 Division Financial Report

The 7 month financial results will be presented at the meeting.



Board Memorandum

Date: April 23, 2014
To: Board of Trustees
From: Associate Superintendent
Subject: Policy E/V/II – Support Staff Performance Review

Background:

Policy E/V/II – Support Staff Performance Review

Recommendation:

That the Board of Trustees approve Policy E/V/II – Support Staff Performance Review.



1.0 POLICY

- 1.1 The Board recognizes that excellence in education for students is determined by many factors including the quality and commitment of all staff.
- 1.2 Sturgeon School Division supports an on-going process that facilitates continuous growth, monitoring and reporting of non-teaching staff performance.

2.0 GUIDELINES

- 2.1 The purpose of the non-teaching staff performance review process is:
 - 2.2.1 To provide regular feedback to employees on their work performance in relation to the standards established by Sturgeon School Division;
 - 2.2.2 To provide the employee the opportunity for input into work expectations for his/her position.
 - 2.2.3 To share with the supervisor a common understanding of the Sturgeon School Division Standards for non-teaching staff.
 - 2.2.4 To provide Sturgeon School Division with information necessary to manage its employees.
- 2.2 The Superintendent shall ensure that an administrative practice is in place that supports the intent of this policy.
- 2.3 The Superintendent shall ensure that Sturgeon School Division standards for non-teaching staff are reviewed and updated on a regular basis in keeping with current expectations and requirements.

References: *Admin Practice(s): HRM 50 – Support Staff Performance Review*



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 - 2.2.4 To provide Sturgeon School Division with information necessary to manage its employees.
- 2.2 The Superintendent shall ensure that an administrative practice is in place that supports the intent of this policy.
- 2.3 The Superintendent shall ensure that Sturgeon School Division standards for non-teaching staff are reviewed and updated on a regular basis in keeping with current expectations and requirements.

References: *Admin Practice(s): HRM 50 – Support Staff Performance Review*



Board Memorandum

Date: April 23, 2014
To: Board of Trustees
From: Committee of the Whole
Subject: Policy G/III/2 – *Public Use of School Buildings and Property*

Background:

Please find attached Policy G/III/2 – *Public Use of School Buildings and Property*. This policy was reviewed at the April 9, 2014 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve Policy G/III/2 – *Public Use of School Buildings and Property*.



1.0 POLICY

- 1.1 The Board may permit public use of school buildings and property by approved community groups or individuals.

2.0 GUIDELINES

- 2.1 Buildings and property referred to in this policy do not include those parts of school buildings and/or equipment which are part of a joint-use agreement between the Board and a municipal body or a community organization.
- 2.2 The Division may permit the use of school buildings and equipment for functions which are sponsored by local community organizations and/or members of the school community.
- 2.3 Functions sponsored by the school or by Sturgeon School Division shall take preference over those sponsored by any other organization.

References: *Admin Practice(s): Financial Management XX – Public Use of School Buildings and Property School Act:*



EFFECTIVE: July 6, 1988

REVISED:

REVIEW:

1.0 POLICY

- 1.1 The Board may permit public use of school buildings and property by approved community groups or individuals.

2.0 GUIDELINES

- 2.1 Buildings and property referred to in this policy do not include those parts of school buildings and/or equipment which are part of a joint-use agreement between the Board and a municipal body or a community organization.
- 2.2 The Board may permit the use of school buildings and equipment for functions which are sponsored by local community organizations.
- 2.3 Functions sponsored by the school or by Sturgeon School Division shall take preference over those sponsored by any other organization.
- 2.4 Requests for use of school buildings and property by community organizations shall be made directly to the school principal or designee.
- 2.5 Whenever permission is granted for the use of school buildings and/or property, the conditions for use shall be communicated to the organizations requesting permission.
- 2.6 Permission for use of school buildings and/or property may be withdrawn from any group which fails to meet the conditions under which permission for use was granted.

3.0 PROCEDURES

- 3.1 Upon receiving a request for use of school buildings and/or property under this policy, the principal or designee shall make the decision after consultation with appropriate personnel.
- 3.2 The principal or designee shall advise the organization of conditions under which use of the school building and/or property is granted.
- 3.3 The principal or designee shall advise the local trustee whenever permission to use the school building and/or property is granted except in the case of Sturgeon Composite High School where the Chairman of the Board shall be advised.

References: *Admin Practice(s):*
School Act:



Board Memorandum

Date: April 23, 2014
To: Board of Trustees
From: Committee of the Whole
Subject: Book Award Rate/Class

Background:

As discussed at the April 9, 2014 Committee of the Whole meeting, per Policy F/III/3, Awards Policy, (copy attached) the Board approves all costs associated with the Awards Program as part of the budget process. Also attached, for information, is Admin Practice Educational Services 8 – Division Awards (Student).

The school book award rate per class was increased to \$50 as of June, 2009.

Recommendation:

That the Board of Trustees approve the school book award rate per class at \$50.00 for the 2013-2014 school year.



1.0 POLICY

- 1.1 The Board believes students should be recognized for excellence in their programs of study and performance in areas such as athletics, fine arts, citizenship and service.
- 1.2 The Board believes that students should be recognized for improvement in academic achievement and personal performance.

2.0 GUIDELINES

- 2.1 A Division Awards Program which will recognize excellence shall be maintained and shall include the following:
 - 2.1.1 Grade 12 Scholarships
 - 2.1.2 Grade 12 Bursaries
 - 2.1.3 Senior High Academic Awards
 - 2.1.4 Junior High Academic Awards
 - 2.1.5 Books Awards
 - 2.1.6 Other awards as may be determined
- 2.2 Local trustees shall be invited to present Division awards to students.
- 2.3 The Board shall approve all costs associated with the Division Awards Program as part of the budget process.

References: *Admin Practice(s): ES 2 - Conditions Governing Awards of Grade 12 Scholarships*
ES 3 - Conditions Governing Awards of Sturgeon School Division
Bursaries
ES 8 – Division Awards (Student)

School Act:



EDUCATIONAL SERVICES 8 – Division Awards (Student)

Date: February 27, 2008 Revised: October 10, 2012 Responsible Administrator: School Principals

1.0 RATIONALE

Division schools will recognize outstanding student performance, and significant improvement in performance, in areas such as academics, athletics, fine arts, citizenship and service.

2.0 PROCESS

The principal, in consultation with staff members, shall be responsible for the selection of students to be recognized for outstanding student performance or significant improvement in performance.

Recognition of outstanding student performance and improvement shall be given through letters, Board meetings, special events, Trustee attendance at individual school awards ceremonies, or media.

3.0 GUIDELINES

3.1 Senior High Academic Awards

3.1.1 In order to qualify for an academic award, students must have obtained at least 30 credits in subjects at a high school in the Division during the scholastic year for which the awards are made.

3.1.1.1 A Sturgeon School Division bookmark will be presented to students, other than winners under 3.1.1.2, who have an 80% average in 25 credits (five of which must be English), excluding Special Projects, Work Experience, Learning Strategies, Sports Performance, RAP courses, locally developed courses, Work Study and Green Certificate). These 25 credits must be taken as part of the regular day program.

3.1.1.2 Alberta Distance Learning Center (ADLC) courses administered at a high school in the Division may be considered as part of the 30 credits.

3.1.1.3 A Sturgeon School Division pen and pencil set will be presented to the student in each high school in the Division achieving the highest standing in Grade 10, 11 and 12 on the basis set out in 3.1.1.1 and 3.1.1.2.

References: *Board Policy: F/III/3 – Awards Policy*



EDUCATIONAL SERVICES 8 – Division Awards (Student)

Date: February 27, 2008 Revised: October 10, 2012 Responsible Administrator: School Principals

3.2 Junior High Academic Awards

3.2.1 On the recommendation of the principal, in consultation with staff members, awards will be presented to each student in full-time attendance at the Grade 7, 8 and 9 levels as follows:

3.2.1.1 A Sturgeon School Division refrigerator magnet will be presented to students, other than winners under 3.2.1.2, who have an 80% average in Language Arts, Social Studies, Mathematics and Science, and a pass mark in all other subjects in which the student is enrolled.

3.2.1.2 A Sturgeon School Division pen will be presented to the student at each school achieving the highest standing in Grade 7, 8 and 9 on the basis set out in 3.2.1.1.

3.3 Book Awards

3.3.1 A book is presented to the most deserving student in each homeroom in Grades K-9. Selection of the winners will be made by the staff of each school on the following criteria:

3.3.1.1 individual development;

3.3.1.2 contribution to the welfare and progress of the homeroom and school.

3.3.2 The principal of schools, presenting book awards, shall submit to the Manager, Finance, a “Sturgeon School Division Book Awards Eligibility Form” for each school year.

3.4 The principal of each school shall submit to the Executive Assistant to the Secretary Treasurer a “Student Awards Order Form” by the end of May in each school year. The exception will be Division high schools that hold their awards ceremony in the fall of the following school year.

3.5 A list of award recipients and any unused award items shall be returned to the Executive Assistant to the Secretary Treasurer following each school’s awards ceremony.

3.6 Principals shall submit, for approval, to the Superintendent criteria for any and all in-school awards developed by Division schools.

References: *Board Policy: F/III/3 – Awards Policy*



Board Memorandum

Date: April 23, 2014
To: Board of Trustees
From: Wolfgang Jeske,
Associate Superintendent, Education Services
Subject: Locally Developed Course Approval -
Forensic Science Studies 35 - 5 credits

Background:

Alberta Education has extended approval for the above noted locally developed course. Forensic Science Studies 35 for 5 credits has now been approved by Alberta Education through to August 31, 2016.

The course description for Forensic Science Studies 35 for 5 credits acquired from the Edmonton School District No. 7 was presented to the Committee of the Whole on April 9, 2014.

Recommendation:

That the Board of Trustees for Sturgeon School Division, approve locally developed course Forensic Science Studies 35 for 5 credits acquired from the Edmonton School District No. 7 to be authorized as a course of study within Sturgeon School Division through to August 31, 2016 using the listed resources as per the course outline.



Board Memorandum

Date: April 23, 2014
To: Board of Trustees
From: Committee of the Whole
Subject: Lease Agreement – Town of Gibbons

Background:

Attached is a draft Lease Agreement with the Town of Gibbons that was reviewed at the April 9, 2014 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with the Town of Gibbons for an Out of School Care Program at Gibbons School for the 2014-2015 school year.

Between:

**The Board of Trustees of
Sturgeon School Division No. 24**

and

The Town of Gibbons

Gibbons School

LEASE AGREEMENT

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This Lease Agreement made the _____ day of _____, 2014.

BETWEEN:

**The Board of Trustees of
Sturgeon School Division No. 24**
(the "Landlord").

and

The Town of Gibbons
(the "Tenant")

In consideration of the mutual covenants herein contained, the parties agree as follows:

Summary of Certain Basic Lease Provisions

The following is a summary of certain basic Lease provisions, which are a part of, and are in certain instances referred to in subsequent provisions of this Lease. In the event of any conflict between the contents of this section and the remaining provisions of this Lease, the said remaining provisions shall govern.

- a. Address of Landlord: Sturgeon School Division No. 24
9820 – 104 Street
Morinville, Alberta
T8R 1L8
- b. Address of Tenant: Town of Gibbons
Box 68
Gibbons, AB T0A 1N0
- c. Building: Room 007, Gibbons School
- d. Rent: The sum of xxxxxx for the term.
- e. Term: xxxxxxxx
- f. Floor area of Premises: 650 square feet
- g. Permitted Use of Premises: Out of School Care Program

Lease

1.0 Lease, Premises, Term, Rent, and Additional Rent

1.1 Lease and the Premises

The Landlord leases to the Tenant a portion of a building known as the Gibbons School, 4908 – 51 Avenue, Gibbons, Alberta (herein called the “Building”), Room 007, containing 650 square feet (herein called “the premises”). The Landlord agrees that the Tenant may have access to Room 006, times of such access to be determined solely by the Landlord.

1.2 Term and Early Termination

XXXXXXXXXXXXXXXXXXXX

In the event that the leased space is required by the Landlord for instructional purposes, the lease can be terminated with sixty days notice to the Tenant. The determination of what space is required for instructional purposes rests solely with the Landlord.

In the event that the leased space is not required by the Tenant, the lease can be terminated with sixty days notice to the Landlord.

1.3 Rent

The Tenant will pay to the Landlord at Sturgeon School Division No. 24, 9820 – 104 Street, Morinville, Alberta, or such other place the Landlord designates, without deduction or set-off, rent as follows:

1.3.1 XXXXXXXXXXXXX;

The annual rent shall be paid XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

1.4 Taxes

- 1.4.1 The Tenant acknowledges that the Premises may not be exempt from assessment pursuant to the Municipal Taxation Act of Alberta. Subject to subparagraph 1.4.2, in the event realty taxes and assessments are levied, rated, charged, or assessed solely against the Premises, directly or indirectly as a result of the use, trade carried on or occupation of the Premises, the Tenant shall pay all such levies, rates, charges, or assessments upon their due date and shall provide evidence of such payment satisfactory to the Landlord.
- 1.4.2 In the event of the entire Building, or any portion thereof, for any reason whatsoever, should become subject to assessment, the Landlord, at its sole option, may terminate this Agreement.

1.5 Liabilities

The landlord shall pay when due all rates and charges for light, power, heat, garbage collection or disposal, water, sewer, gas, or other utilities (excluding telephone) used in connection with the Premises.

1.6 Business Tax Levies

The Tenant will pay when due any business tax, income tax, license, or any other tax rate, charge, duty, fee, or assessment whether imposed by any municipality, legislative, or other authority which may be rated, levied, or assessed in connection with the activity or activities carried on within the Premises and will provide to the Landlord when requested receipts evidencing payment in full.

2.0 Repair

2.1 Repair by Tenant

- 2.1.1 The Tenant shall (subject to subparagraph 2.1.2) throughout the term, at its sole cost and expense and with due diligence and dispatch, keep and maintain in good order, condition, and repair, making all needed repairs and replacements (including damage caused by vandalism) as determined by the Landlord, acting reasonably, the whole of the Premises and every part thereof whether furnished or installed by the Landlord or Tenant.

2.1.2 All repairs and replacements which are the responsibility of the Tenant under this Lease shall be performed by the Landlord, at the Tenant's sole cost and expense. Upon completion, the Tenant shall pay to the Landlord on demand, as additional rent, the Landlord's costs and expenses in connection with the work.

2.2 Landlord Repair

The Landlord will keep in good and substantial state of repair the foundations, roofs, exterior walls, (excluding glass), structural subfloors, bearing walls, columns, beams, and other structural elements of the Building and the Premises, and the systems provided for bringing utilities to the Premises and other parts of the Building, unless such repairs are due to any act, omission, neglect, or default of the Tenant or those for whom the Tenant is in law responsible.

2.3 Entry to Inspect

The Landlord or anyone designated by it shall be entitled at all reasonable times to:

- 2.3.1 Enter and examine the state of maintenance, repair and condition of the Premises;
- 2.3.2 Make repairs or perform any other obligation which the Tenant is required to make pursuant to the terms of this Lease;
- 2.3.3 Make any repairs which the Landlord, in its sole opinion, considers necessary or advisable, whether or not the obligation of the Tenant or the Landlord under this Lease.

The Tenant shall not impede or interfere with such entry or the exercise of any of the Landlord's rights hereunder. The Landlord shall not unreasonably interfere with the Tenant's business operations in the Premises. The Landlord will not be liable for damage to the property of the Tenant or of others located on the premises as a result of an entry unless caused by the negligence of the Landlord or those for whom the Landlord is responsible in law.

2.4 Destruction of Premises

- 2.4.1 In the event of the Total Destruction or Partial Destruction of the Premises by any cause, then this Lease shall terminate from the date when such destruction occurs. The Tenant shall immediately surrender the Premises

and all its interest therein to the Landlord. "Total Destruction" shall mean such damage to the Premises whereby they are not fit for use by the Tenant for the Tenant's activities and which cannot reasonably be repaired or rebuilt within 90 days after the occurrence of the damage.

- 2.4.2 A certificate of an architect appointed by the Landlord certifying that Total Destruction or Partial Destruction has occurred shall be binding and conclusive upon both the Landlord and Tenant.

3.0 Use of Premises

3.1 Use

The Premises will not be used for any purpose other than the purpose of conducting the business of Out of School Care Program and the Tenant will not commit or permit:

- 3.1.1 Any waste upon or damage to the Premises;
- 3.1.2 A nuisance or other thing that might disturb the quiet enjoyment of any other tenants in the building or which unreasonably disturbs or interferes with or annoys any person; or
- 3.1.3 Any act or practice which may damage the Building;

and the Tenant shall not:

- 3.1.4 Permit or allow any odours, vapours, steam, water, vibrations, noises, or other undesirable effects to emanate from the Premises or any equipment or installation therein which, in the Landlord's opinion, are objectionable or cause any interference with the safety, comfort, or convenience of the Landlord or any occupants of the Building;
- 3.1.5 Permit the Premises to be used in any manner so as to constitute a hazard; or whether or not any of the foregoing nuisances or acts or conduct arises out of the use of the Premises for a purpose permitted by this Lease. If the Tenant is in default of any of the foregoing, the Tenant shall forthwith take such steps as are necessary to cure any such default.

3.2 Alcohol – Tobacco

The Tenant shall not permit the sale, use, distribution, consumption, or presence of alcoholic beverages on the Premises. In addition the Tenant shall not permit or allow smoking on the Premises. The Tenant shall comply with all smoking bans imposed throughout the Building by the Landlord.

3.3 Compliance with Laws

The Tenant covenants that it shall, at its sole cost and expense, comply with and observe the requirements of all statutes, by-laws, ordinances, regulations, and orders at any time enforced during the term of this lease which are applicable to the Tenant or the condition, maintenance, use, occupation, alterations, additions, changes, substitutions, repairs, or replacements of or to the Premises, and any equipment, machinery, or other facilities in, on or used in connection with the Premises or any part thereof including without limitation any regulation, order or requirement of the Canadian Fire Underwriters Association or any successor body having similar functions and of any liability or fire insurance company by which the Landlord or the Tenant may be insured at any time during the term, whether or not such a statute, by-law, law, ordinance, regulation, order, or requirement be of a kind now existing or within the contemplation of the Landlord or the Tenant.

3.4 Zoning

The Tenant represents and warrants that the Premises and their use complies with all the zoning requirements of any governmental authority having jurisdiction. The Tenant shall apply and be responsible for any permits or consents that may be required and if such permits or consents cannot be obtained then this Lease shall be null and void. Evidence of such permits or consents shall be made available to the Landlord when requested. The Landlord makes no representation or warranty that such permits or consents will be granted or available to the Tenant.

4.0 Insurance and Indemnification

4.1 Tenant Insurance

The Tenant will take out and keep in force throughout the term:

- 4.1.1 All risks, direct damage insurance upon its fixtures and improvements and all parts of the Premises (including glass) which the Tenant is obligated to keep in repair under Section 2.0 to the full replacement value thereof; and

- 4.1.2 Comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations of the Tenant and other persons conducting business on or from the Premises, indemnifying and protecting the Landlord and the Tenant to a limit of \$2,000,000 inclusive.

Each insurance policy will name the Landlord as an additional named insured or contain a waiver of the right of subrogation against the Landlord and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord 15 days prior written notice. The Tenant will deliver the Landlord copies or certificates of the policies upon execution of the Agreement. If the Tenant fails to take out or keep in force any policy of insurance required, the Landlord may do so and pay the premium and the Tenant will pay to the Landlord the amount so paid as additional rent on the 1st day of the month following the payment by the Landlord.

4.2 Increase or Cancellation of Insurance

The Tenant agrees that it will not keep or use in the Premises any article which may be prohibited by insurance policies in force from time to time covering the Premises or the Building. In the event the Tenant's occupancy or, conduct of business in the Premises, whether or not the Landlord has consented to the same, or any acts or omissions of the Tenant causes any increase in premiums for the insurance carried by the Landlord with respect to the Building, the Tenant shall pay any such increase in premiums as additional rent. If any insurance policy on the Building is to be cancelled or coverage thereunder reduced by reason of the use and occupation of the Premises by the Tenant and the Tenant fails to remedy the conditions giving rise to cancellation or reduction of coverage within 48 hours after notice by the Landlord, the Landlord may at its option terminate this Lease.

4.3 Indemnification of Landlord

Notwithstanding any other terms, covenants, and conditions contained in this Lease and except to the extent that the loss of life, personal injury, or damage to property referred to in this paragraph is caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law, the Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Premises or the occupancy or the use of the Premises or occasioned totally or in part by an act or omission of the Tenant, its employees, agents, customers, invitees, or anyone

permitted by the Tenant to be on the Premises. If the Landlord shall, without fault on its part be made a party to any litigation commenced by or against the Tenant, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all the costs, expenses, and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses, and legal fees (on a solicitor and client basis) that may be incurred or paid by the Landlord enforcing this Lease.

4.4 Loss and Damage

Unless caused by the negligence of the Landlord or those for whose negligence the Landlord is responsible in law, the Landlord is not liable for the death of, or injury to the Tenant or others on the Premises or for the loss of or damage to property of the Tenant by theft or otherwise. Without limiting the generality of the foregoing, the Landlord is not liable for death, injury, loss, or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Premises or the Building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place or by dampness or by other cause of any kind or caused by other tenants or occupants or other persons on the Premises or in any other part of the Building or resulting from construction, alteration or repair.

4.5 Landlord's Insurance

The Landlord will insure and keep enforced throughout the term all risks direct damage insurance on the Building, excluding improvements upon which the Tenant is obliged to take out insurance, and in amounts such as would be carried by a prudent owner.

5.0 Use of Common Areas

5.1 Common Areas – Non-Exclusive Use

The Tenant, its employees, customers, or other invitees, in common with others, shall have the use of all common areas, hallways, stairways, and sidewalks adjoining to or required in order to obtain access to the Premises, subject to the control and management of the Landlord. The Landlord may alter the location of the components of the common area of the Building and construct additions to or extend any part, provided the Landlord will not disturb the operation of the Tenant's activities any more than is reasonably necessary in the circumstances.

6.0 Alterations and Signs

6.1 Alterations and Changes by Tenant

The Tenant shall make no alterations to the Premises.

6.2 Condition of Premises

The Tenant, having examined the Premises accepts the same in their present condition. The Landlord makes no representation and shall not be liable for any latent defects nor for any change of conditions affecting the Premises.

6.3 Tenant's Signs

The Tenant will not place or permit any sign, awning, or advertising matter anywhere without first obtaining the Landlord's consent.

7.0 Default of Tenant

7.1 Landlord's Performance of Tenant's Obligations

If the Tenant fails to perform an obligation under this Lease the Landlord may perform (but shall not be obliged to) the obligation. All expenses incurred by or on behalf of the Landlord under this Section will be payable as additional rent by the Tenant upon receipt of an invoice from the Landlord. The Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord unless caused by the negligence of the Landlord or those for whose negligence the Landlord is responsible in law.

8.0 Overholding

8.1 No Tacit Renewal

If the Tenant remains in possession of the Premises after the end of the term of this Lease, the Tenant will be considered to be occupying the Premises as a Tenant from month to month upon the terms and conditions set forth in this Lease including rental.

9.0 Landlord's Covenant

9.1 Quiet Possession

Subject to the provisions of this Lease the Landlord covenants with the Tenant for quiet enjoyment.

10.0 Expropriation

10.1 Cancellation

11.1.1 If all or part of the Building in which the Premises are located is expropriated the landlord may cancel this Lease.

11.1.2 Cancellation by the Landlord shall be upon 30 days' notice in writing.

11.1.3 Upon notice being given by the Landlord this Lease is cancelled from the date the expropriating authority takes possession. The tenant shall then surrender all interest in the Premises to the Landlord.

11.0 Miscellaneous

11.1 Notice

Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if delivered in person to the Landlord or the Tenant, or mailed by registered mail addressed:

11.1.1 if to the Landlord as follows: Sturgeon School Division No. 24
9820 – 104 Street
Morinville, AB T8R 1L8

11.1.2 if to the Tenant as follows: Town of Gibbons
PO Box 68
Gibbons, AB T0A 1N0

A notice mailed as aforesaid will be considered to have been given to the party to which it is address on the third business day following the date of mailing. Either party may give notice of change of address by notice in writing to the other. In the event of a disruption or threatened disruption in the Canadian postal system, all notices shall be delivered and shall not be mailed.

11.2 Amendments

This lease can be changed only by a document signed by the Landlord and Tenant.

11.3 Registration

The Tenant will not register this Lease.

11.4 Successors and Assigns

This lease binds and benefits the parties and their respective heirs, executives, administrators, successors, and assigns.

11.5 Acceptance

The Tenant does hereby accept this Lease of the Premises to be held by it as a Tenant subject to the conditions, restrictions and covenants contained herein.

11.6 Rules and Regulations

The Tenant shall observe and perform all rules and regulations, if any attached as Schedule "B". If no rules and regulations are in existence at the date of this Lease, the Landlord shall have the right to declare and from time to time amend or add further rules and regulations relating to the Premises. No rule, regulation or modification will contradict a provision of this Lease. Any amendment, variation, or addition to the rules and regulations shall be binding upon the Tenant when the Landlord mails a copy to the Tenant, in accordance with the provision in clause 11.1.

The PARTIES HERETO have executed this Lease Agreement as of the day and year first written above.

Sturgeon School Division No. 24

Per: _____
Board Chair

Secretary-Treasurer

Town of Gibbons

Per: _____
Signature

Name and Position



Board Memorandum

Date: April 23, 2014
To: Board of Trustees
From: Committee of the Whole
Subject: Lease Agreement – RQB Child Centre Inc.

Background:

Attached is a draft Lease Agreement with the RQB Child Centre Inc. that was reviewed at the April 9, 2014 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with the RQB Child Centre Inc. for a Children Centre at Camilla School for the 2014-2015 school year.

Between:

**The Board of Trustees of
Sturgeon School Division No. 24**

and

RQB Child Centre Inc.

Camilla School

LEASE AGREEMENT

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Lease

1.0 Lease, Premises, Term, Rent, and Additional Rent

1.1 Lease and the Premises

The Landlord leases to the Tenant a portion of a building known as Camilla School, #146, 26500 – Highway 44, Riviere Qui Barre, Sturgeon County, Alberta (herein called the “Building”) containing 74.4 square metres as designated on Schedule “A” attached (herein called “the premises”). The Landlord agrees that the Tenant may have access to Room # 8, times of such access to be determined solely by the Landlord.

1.2 Term and Early Termination

The term of the Lease is xxxxxxxxxxxxxxxxxxxxxxxx.

In the event that the leased space is required by the Landlord for instructional purposes, the lease can be terminated with sixty days notice to the Tenant. The determination of what space is required for instructional purposes rests solely with the Landlord.

In the event that the leased space is not required by the Tenant, the lease can be terminated with sixty days notice to the Landlord.

1.3 Rent

The Tenant will pay to the Landlord at Sturgeon School Division No. 24, 9820 – 104 Street, Morinville, Alberta, or such other place the Landlord designates, without deduction or set-off, rent as follows:

1.3.1 xxxxxxxxxxxx for the term of this lease;

The annual rent shall be paid xx.

The Tenant shall furnish to the Landlord at the beginning of each year of the term a series of postdated cheques for each of the monthly instalments of rent falling due within such year. The Tenant shall pay interest on all arrears of rent and other sums payable under this Lease at the rate of 18% per annum computed from the date of default until payment is made.

1.4 Taxes

- 1.4.1 The Tenant acknowledges that the Premises may not be exempt from assessment pursuant to the Municipal Taxation Act of Alberta. Subject to subparagraph 1.4.2, in the event realty taxes and assessments are levied, rated, charged, or assessed solely against the Premises, directly or indirectly as a result of the use, trade carried on or occupation of the Premises, the Tenant shall pay all such levies, rates, charges, or assessments upon their due date and shall provide evidence of such payment satisfactory to the Landlord.
- 1.4.2 In the event of the entire Building, or any portion thereof, for any reason whatsoever, should become subject to assessment, the Landlord, at its sole option, may terminate this Agreement.
- 1.4.3 The Tenant shall pay to the Landlord, any tax, duty, levy, assessment, rate and charge imposed upon the Landlord which is computed having regard to or based in whole or in part directly or indirectly upon the rent, additional rent and all other costs payable by the Tenant hereunder, whether existing at the date hereof or hereinafter imposed by any governmental authority, including, without limitation any tax, duty, levy, assessment, rate or charge in the nature of or similar to a value tax, business transfer tax, sales tax or goods and services tax. Such tax shall be payable in the same manner and at the same times as the monthly instalments of the annual rent.

1.5 Liabilities

- 1.5.1 The landlord shall pay when due all rates and charges for light, power, heat, garbage collection or disposal, water, sewer, gas, or other utilities (excluding telephone) used in connection with the Premises.
- 1.5.2 The Tenant shall be responsible to provide for their own telephone hookup, which shall be maintained at their expense.
- 1.5.3 The Tenant shall be responsible to provide all janitorial, cleaning and custodial services for the leased space to a standard consistent with similar school buildings. All maintenance activities must be logged for the purpose of defending the Division in the event of a slip and fall incident.

1.6 Excess Usage

The Landlord may determine electrical consumption for the Building and determine the Tenant's electrical consumption in the Premises upon whatever reasonable basis selected by it, including estimates based on any special equipment in the Premises having regard to capacity and hours of use. In the event that the Tenant's electrical consumption exceeds the norm so established, the Tenant shall pay an amount equal to the cost of its consumption in excess of the norm.

1.7 Business Tax Levies

The Tenant will pay when due any business tax, income tax, license, or any other tax rate, charge, duty, fee, or assessment whether imposed by any municipality, legislative, or other authority which may be rated, levied, or assessed in connection with the activity or activities carried on within the Premises and will provide to the Landlord when requested receipts evidencing payment in full.

2.0 Repair

2.1 Repair by Tenant

2.1.1 The Tenant shall (subject to subparagraph 2.1.2 throughout the term, at its sole cost and expense and with due diligence and dispatch, keep and maintain in good order, condition, and repair, making all needed repairs and replacements (including damage caused by vandalism) as determined by the Landlord, acting reasonably, the whole of the Premises and every part thereof whether furnished or installed by the Landlord or Tenant.

2.1.2 All repairs and replacements which are the responsibility of the Tenant under this Lease shall be performed by the Landlord, at the Tenant's sole cost and expense. Upon completion, the Tenant shall pay to the Landlord on demand, as additional rent, the Landlord's costs and expenses in connection with the work.

2.2 Landlord Repair

The Landlord will keep in good and substantial state of repair the foundations, roofs, exterior walls, (excluding glass), structural subfloors, bearing walls, columns, beams, and other structural elements of the Building and the Premises, and the systems provided for bringing utilities to the Premises and other parts of the Building, unless such repairs are due to any act, omission, neglect, or default of the Tenant or those for whom the Tenant is in law responsible.

2.3 Entry to Inspect

The Landlord or anyone designated by it shall be entitled at all reasonable times to:

- 2.3.1 Enter and examine the state of maintenance, repair and condition of the Premises;
- 2.3.2 Make repairs or perform any other obligation which the Tenant is required to make pursuant to the terms of this Lease;
- 2.3.3 Make any repairs which the Landlord, in its sole opinion, considers necessary or advisable, whether or not the obligation of the Tenant or the Landlord under this Lease.

The Tenant shall not impede or interfere with such entry or the exercise of any of the Landlord's rights hereunder. The Landlord shall not unreasonably interfere with the Tenant's business operations in the Premises. The Landlord will not be liable for damage to the property of the Tenant or of others located on the premises as a result of an entry unless caused by the negligence of the Landlord or those for whom the Landlord is responsible in law.

2.4 Destruction of Premises

- 2.4.1 In the event of the Total Destruction of the Premises by any cause, then this Lease shall terminate from the date when such destruction occurs. The Tenant shall immediately surrender the Premises and all its interest therein to the Landlord and the Tenant shall pay rent only to the time of such destruction. "Total Destruction" shall mean such damage to the Premises whereby they are not fit for use by the Tenant for the Tenant's activities and which cannot reasonably be repaired or rebuilt within 90 days after the occurrence of the damage.
- 2.4.2 In the event of Partial Destruction of the Premises by any cause, then if the destruction is such that the Premises cannot be used for the Tenant's activities until repaired, the rent shall abate until the repair has been made. If the Premises may be partially used for the Tenant's activities while the repairs are being made, then the rent shall abate in the portion that the part of the Premises rendered unusable bears to the whole of the Premises. "Partial Destruction", shall mean any damage to the Premises less than the Total Destruction but which renders all or part of the Premises temporarily unfit for the Tenant's activities.

- 2.4.3 A certificate of an architect appointed by the Landlord certifying that Total Destruction or Partial Destruction has occurred shall be binding and conclusive upon both the Landlord and Tenant.

3.0 Use of Premises

3.1 Use

The Premises will not be used for any purpose other than the purpose of conducting the business of Child Care Centre and the Tenant will not commit or permit:

- 3.1.1 Any waste upon or damage to the Premises;
- 3.1.2 A nuisance or other thing that might disturb the quiet enjoyment of any other tenants in the building or which unreasonably disturbs or interferes with or annoys any person; or
- 3.1.3 Any act or practice which may damage the Building;

and the Tenant shall not:

- 3.1.4 Permit or allow any odours, vapours, steam, water, vibrations, noises, or other undesirable effects to emanate from the Premises or any equipment or installation therein which, in the Landlord's opinion, are objectionable or cause any interference with the safety, comfort, or convenience of the Landlord or any occupants of the Building;
- 3.1.5 Permit the Premises to be used in any manner so as to constitute a hazard; or whether or not any of the foregoing nuisances or acts or conduct arises out of the use of the Premises for a purpose permitted by this Lease. If the Tenant is in default of any of the foregoing, the Tenant shall forthwith take such steps as are necessary to cure any such default.

3.2 Access

The Division shall provide to the Tenant appropriate keys to access Camilla School and Room # 8. The number of keys shall be as requested by the Tenant and the Tenant will be responsible for the safe custody and control of all keys.

The Tenant shall report the loss of any keys to the Division as soon as is practicable after the loss is discovered, The Tenant shall be responsible for the cost of any replacement keys and the cost of any lock replacement as a result of any such loss.

The Tenant shall not change or replace door locks without the prior written approval of the Division. Should the Tenant wish to replace a door lock, the Division shall be provided with a key to permit access for safety and building maintenance purposes.

The Tenant would accept responsibility for setting of the security alarm system located in Camilla School, when required.

3.3 Alcohol – Tobacco

The Tenant shall not permit the sale, use, distribution, consumption, or presence of alcoholic beverages, including wine, on the Premises. In addition the Tenant shall not permit or allow smoking on the Premises. The Tenant shall comply with all smoking bans imposed throughout the Building by the Landlord.

3.4 Compliance with Laws

The Tenant covenants that it shall, at its sole cost and expense, comply with and observe the requirements of all statutes, by-laws, ordinances, regulations, and orders at any time enforced during the term of this lease which are applicable to the Tenant or the condition, maintenance, use, occupation, alterations, additions, changes, substitutions, repairs, or replacements of or to the Premises, and any equipment, machinery, or other facilities in, on or used in connection with the Premises or any part thereof including without limitation any regulation, order or requirement of the Canadian Fire Underwriters Association or any successor body having similar functions and of any liability or fire insurance company by which the Landlord or the Tenant may be insured at any time during the term, whether or not such a statute, by-law, law, ordinance, regulation, order, or requirement be of a kind now existing or within the contemplation of the Landlord or the Tenant.

3.5 Zoning

The Tenant represents and warrants that the Premises and their use complies with all the zoning requirements of any governmental authority having jurisdiction. The Tenant shall apply and be responsible for any permits or consents that may be required and if such permits or consents cannot be obtained then this Lease shall be

null and void. Evidence of such permits or consents shall be made available to the Landlord when requested. The Landlord makes no representation or warranty that such permits or consents will be granted or available to the Tenant.

4.0 Assigning and Subletting

4.1 Consent Required

The Tenant will not assign, mortgage, or transfer this Lease or the term or any portion thereof or let, sublet, grant a concession, or license or part with possession of all or any part of the Premises without the prior written consent of the Landlord, which consent may be unreasonably withheld. If after the date of execution of this Lease, shares of the tenant are transferred by sale, assignment, bequest, inheritance, operation of law or other disposition, or issued by subscription or allotment, so as to result in a change of the effective voting or other control of the Tenant by the person or persons holding control on the date of execution of this Lease or if other steps are taken to accomplish a change of control, the Tenant shall promptly notify the Landlord in writing of the change, which will be considered to be an assignment of this Lease to which this section 4.1 applies.

5.0 Insurance and Indemnification

5.1 Tenant Insurance

The Tenant will take out and keep in force throughout the term:

- 5.1.1 All risks, direct damage insurance upon its fixtures and improvements and all parts of the Premises (including glass) which the Tenant is obligated to keep in repair under Section 2.0 to the full replacement value thereof; and
- 5.1.2 Comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations of the Tenant and other persons conducting business on or from the Premises, indemnifying and protecting the Landlord and the Tenant to a limit of \$2,000,000 inclusive.

Each insurance policy will name the Landlord as an additional named insured or contain a waiver of the right of subrogation against the Landlord and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord 15 days prior written notice. The Tenant will deliver the Landlord copies or certificates of the policies. If the Tenant fails to

take out or keep in force any policy of insurance required, the Landlord may do so and pay the premium and the Tenant will pay to the Landlord the amount so paid as additional rent on the 1st day of the month following the payment by the Landlord.

5.2 Increase or Cancellation of Insurance

The Tenant agrees that it will not keep or use in the Premises any article which may be prohibited by insurance policies in force from time to time covering the Premises or the Building. In the event the Tenant's occupancy or, conduct of business in the Premises, whether or not the Landlord has consented to the same, or any acts or omissions of the Tenant causes any increase in premiums for the insurance carried by the Landlord with respect to the Building, the Tenant shall pay any such increase in premiums as additional rent. If any insurance policy on the Building shall be cancelled or coverage thereunder reduced by reason of the use and occupation of the Premises by the Tenant and the Tenant fails to remedy the conditions giving rise to cancellation or reduction of coverage within 48 hours after notice by the Landlord, the Landlord may at its option terminate this Lease.

5.3 Indemnification of Landlord

Notwithstanding any other terms, covenants, and conditions contained in this Lease and except to the extent that the loss of life, personal injury, or damage to property referred to in this paragraph is caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law, the Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Premises or the occupancy or the use of the Premises or occasioned totally or in part by an act or omission of the Tenant, its employees, agents, customers, invitees, or anyone permitted by the Tenant to be on the Premises. If the Landlord shall, without fault on its part be made a party to any litigation commenced by or against the Tenant, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all the costs, expenses, and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses, and legal fees (on a solicitor and client basis) that may be incurred or paid by the Landlord enforcing this Lease.

5.4 Loss and Damage

Unless caused by the negligence of the Landlord or those for whose negligence the Landlord is responsible in law, the Landlord is not liable for the death of, or injury to the Tenant or others on the Premises or for the loss of or damage to property of the Tenant by theft or otherwise. Without limiting the generality of the foregoing, the Landlord is not liable for death, injury, loss, or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Premises or the Building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place or by dampness or by other cause of any kind or caused by other tenants or occupants or other persons on the Premises or in any other part of the Building or resulting from construction, alteration or repair.

5.5 Landlord's Insurance

The Landlord will insure and keep enforced throughout the term all risks direct damage insurance on the Building, excluding improvements upon which the Tenant is obliged to take out insurance, and in amounts such as would be carried by a prudent owner.

6.0 Use of Common Areas

6.1 Common Areas – Non-Exclusive Use

The Tenant, its employees, customers, or other invitees, in common with others, shall have the use of all common areas, hallways, stairways, and sidewalks adjoining to or required in order to obtain access to the Premises, subject to the control and management of the Landlord. The Landlord may alter the location of the components of the common area of the Building and construct additions to or extend any part, provided the Landlord will not disturb the operation of the Tenant's activities any more than is reasonably necessary in the circumstances.

7.0 Alterations and Signs

7.1 Alterations and Changes by Tenant

The Tenant shall have the right to make, at its own expense, alterations to the Premises (excluding structural elements, mechanical, or electrical systems) as the Tenant may deem necessary for the requirements of its activities. No alterations involving an estimated cost exceeding \$200 shall be undertaken until detailed plans and specifications have been submitted and approved in writing by the Landlord. If approved, the alterations shall be conducted under the supervision of an architect or engineer satisfactory to the Landlord acting reasonably.

7.2 Condition of Premises

The Tenant, having examined the Premises accepts the same in their present condition. The Landlord makes no representation and shall not be liable for any latent defects nor for any change of conditions affecting the Premises.

7.3 Painting and Decorating

The Tenant will use drapery approved by the Landlord. The Tenant will not paint or decorate the interior of the Premises without the approval of the Landlord. All interior decorating or painting required to be done at any time, shall be done at the sole cost and expense of the Tenant.

7.4 Tenant's Signs

The Tenant will not place or permit any sign, awning, or advertising matter anywhere without first obtaining the Landlord's consent.

7.5 Removal of Installations and Restoration by Tenant

All alterations, additions, and improvements made by the Tenant during the term of this Lease or any prior lease become the property of the Landlord. No alteration, addition, or improvement will be removed from the Premises without the prior consent from the Landlord. Upon termination of this Lease the alterations, additions, and fixed improvements excepting the Tenant's unafixed appliances, furniture and similar materials will remain the property of the Landlord, but the Tenant will remove all or some of the alterations, additions, and fixed improvements if and to the extent requested by the Landlord and restore the Premises to the condition existing prior to the Tenant installing the alterations, additions, and improvements pursuant to this Lease or any prior lease. If the

Tenant fails to remove its fixtures they shall become the property of the Landlord. If the Tenant in removing its fixtures damages the Premises, it shall repair such damage.

7.6 Tenant to Discharge all Liens

The Tenant will promptly pay all its contractors and material men and do all things necessary to minimize the possibility of a lien attaching to the Premises or the Building. If a lien be registered, the Tenant will cause it to be discharged at the Tenant's expense within 5 days after it is brought to the attention of the Tenant.

8.0 Default of Tenant

8.1 Acceleration of Rent

The current month's rent and any monthly sums payable under this lease together with the next 3 months' rent and all other sums payable under this Lease for that 3 month period, immediately become payable and the term of this Lease becomes forfeited, at the option of the Landlord, and without the necessity of demand, upon any one or more of the following occurring:

- 8.1.1 If the rent or any other sum payable as rent is not paid on the due date;
- 8.1.2 If the Premises become vacant or unoccupied;
- 8.1.3 If any goods or equipment of the Tenant are taken in execution or attachment;
- 8.1.4 If a writ execution is issued against the goods or equipment of the Tenant;
- 8.1.5 If the Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors or takes the benefit of any Act in force for bankrupt or insolvent creditors or makes a proposal under the Bankruptcy Act;
- 8.1.6 If the Tenant fails to observe one or more of the covenants or terms of this Lease and such default continues for 15 days after notice (or in case of a default which cannot with due diligence be cured within a period of 15 days, the Tenant fails to proceed promptly after the giving of such notice to cure the same).

8.2 Distress

In consideration of the making of this Lease, notwithstanding any law or statute to the contrary, none of the goods and chattels of the Tenant at any time during the term in the Premises shall be exempt from levy by distress for rent in arrears by the Tenant, and that upon a claim being made for exemption by the Tenant or on distress being made by the Landlord, this Section may be pleaded as an estoppel against the Tenant in an action brought to test the right to levy upon goods named as exempt.

8.3 Landlord's Performance of Tenant's Obligations

If the Tenant fails to perform an obligation under this Lease the Landlord may perform (but shall not be obliged to) the obligation. All expenses incurred by or on behalf of the Landlord under this Section will be payable as additional rent by the Tenant upon receipt of an invoice from the Landlord. The Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord unless caused by the negligence of the Landlord or those for whose negligence the Landlord is responsible in law.

8.4 Waiver

The waiver by the Landlord of a breach of a term of this Lease will not be considered to be a waiver of a subsequent breach of a term. The subsequent acceptance of rent by the Landlord will not be considered to be a waiver of a preceding breach by the Tenant of the term of this Lease regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term, or condition of this Lease will be considered to have been waived by the Landlord unless the waiver is in writing.

9.0 Overholding

9.1 No Tacit Renewal

If the Tenant remains in possession of the Premises after the end of the term of this Lease, the Tenant will be considered to be occupying the Premises as a Tenant from month to month upon the terms and conditions set forth in this Lease including rental.

10.0 Landlord's Covenant

10.1 Quiet Possession

Subject to the provisions of this Lease the Landlord covenants with the Tenant for quiet enjoyment.

11.0 Expropriation

11.1 Cancellation

11.1.1 If all or part of the Building in which the Premises are located is expropriated the landlord may cancel this Lease.

11.1.2 Cancellation by the Landlord shall be upon 30 days' notice in writing.

11.1.3 Upon notice being given by the Landlord this Lease is cancelled from the date the expropriating authority takes possession. The tenant shall then surrender all interest in the Premises to the Landlord and pay rent to the date of surrender. The Tenant shall have no claim against the Landlord for the value of the unexpired term of this Lease. If an award of compensation is made to the Landlord and specifically includes an award for the Tenant, the Landlord shall account to the Tenant for such an award.

12.0 Miscellaneous

12.1 Notice

Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if delivered in person to the Landlord or the Tenant, or mailed by registered mail addressed:

12.1.1 if to the Landlord as follows: Sturgeon School Division No. 24
9820 – 104 Street
Morinville, AB T8R 1L8

12.1.2 if to the Tenant as follows: RQB Child Centre Inc.
#89, 54200 Range Road 265
Sturgeon County, AB T8T 0E2

A notice mailed as aforesaid will be considered to have been given to the party to which it is address on the third business day following the date of mailing. Either party may give notice of change of address by notice in writing to the other. In the event of a disruption or threatened disruption in the Canadian postal system, all notices shall be delivered and shall not be mailed.

12.2 Amendments

This lease can be changed only by a document signed by the Landlord and Tenant.

12.3 Registration

The Tenant will not register this Lease. The Tenant may file a Caveat provided that the Caveat only describes the parties, the Premises and the term.

12.4 Successors and Assigns

This lease binds and benefits the parties and their respective heirs, executives, administrators, successors, and assigns.

12.5 Acceptance

The Tenant does hereby accept this Lease of the Premises to be held by it as a Tenant subject to the conditions, restrictions and covenants contained herein.

12.6 Rules and Regulations

The Tenant shall observe and perform all rules and regulations, if any attached as Schedule "B". If no rules and regulations are in existence at the date of this Lease, the Landlord shall have the right to declare and from time to time amend or add further rules and regulations relating to the Premises. No rule, regulation or modification will contradict a provision of this Lease. Any amendment, variation, or addition to the rules and regulations shall be binding upon the Tenant when the Landlord mails a copy to the Tenant, in accordance with the provision in clause 12.1.

13.0 Guarantee

13.1 Guarantee

The guarantor in consideration of the granting of the within Lease by the Landlord to the Tenant made at the request of the Guarantor, it being a condition thereof that the Guarantor execute these presents, the Guarantor covenant with the Landlord that:

- 13.1.1 If any time default shall be made on the part of the Tenant in the payment of any monies from time to time owing under the terms of this Lease, whether as rent or otherwise howsoever, the Guarantor will on demand pay to the Landlord the whole of such monies including interest which shall then be due to the Landlord as aforesaid;
- 13.1.2 If any time there should be a breach on the part of the Tenant of any other covenant on its part contained in this Lease, other than the covenants to pay rent and other sums, the Guarantor will upon the request of the Landlord cause such breach to be remedied within a reasonable time;
- 13.1.3 The Guarantor will indemnify and save the Landlord harmless against all losses of rents and any other monies payable under the terms of this Lease and against all losses, costs, damages, charges and expenses whatsoever which the Landlord may incur by reason of any default on the part of the Tenant;
- 13.1.4 The liability of the Guarantor as surety under this agreement shall not be impaired or discharged by reason of any time or other indulgences granted by the landlord to the Tenant, or by any variation in the terms of the Lease or by any other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Guarantor, to the intent that the Guarantor shall be liable as if they were principal debtors and not a surety;
- 13.1.5 The Landlord shall not be bound to commence or exhaust any of its remedies against the Tenant or any other part or under any security it may hold before requiring payment from the Guarantor and the Landlord may enforce the various remedies available to it and may realize upon the various securities held by this or any part thereof in such order as the Landlord may determine;

- 13.1.6 That this Guarantee shall remain in full force and effect notwithstanding any assignment or subletting by the Tenant or by a transfer by the Landlord of its interest under this Lease;
- 13.1.7 Any demand upon or request of the Guarantor hereunder shall be in writing and shall be conclusively deemed to have been received by the addressee on the third day following mailing at any Post Office in Canada of such demand or request in a postage prepaid envelope addressed to the Guarantor at their address last know to the Landlord;
- 13.1.8 This agreement shall be a continuing Guarantee and shall bind the successors and assigns of the Guarantor and the benefits thereof shall pass to the successors and assigns of the Landlord as if they had been expressly named herein.

The PARTIES HERETO have executed this Lease Agreement as of the day and year first written above.

Sturgeon School Division No. 24

Per: _____
Board Chair

Secretary-Treasurer

RQB Child Centre Inc.

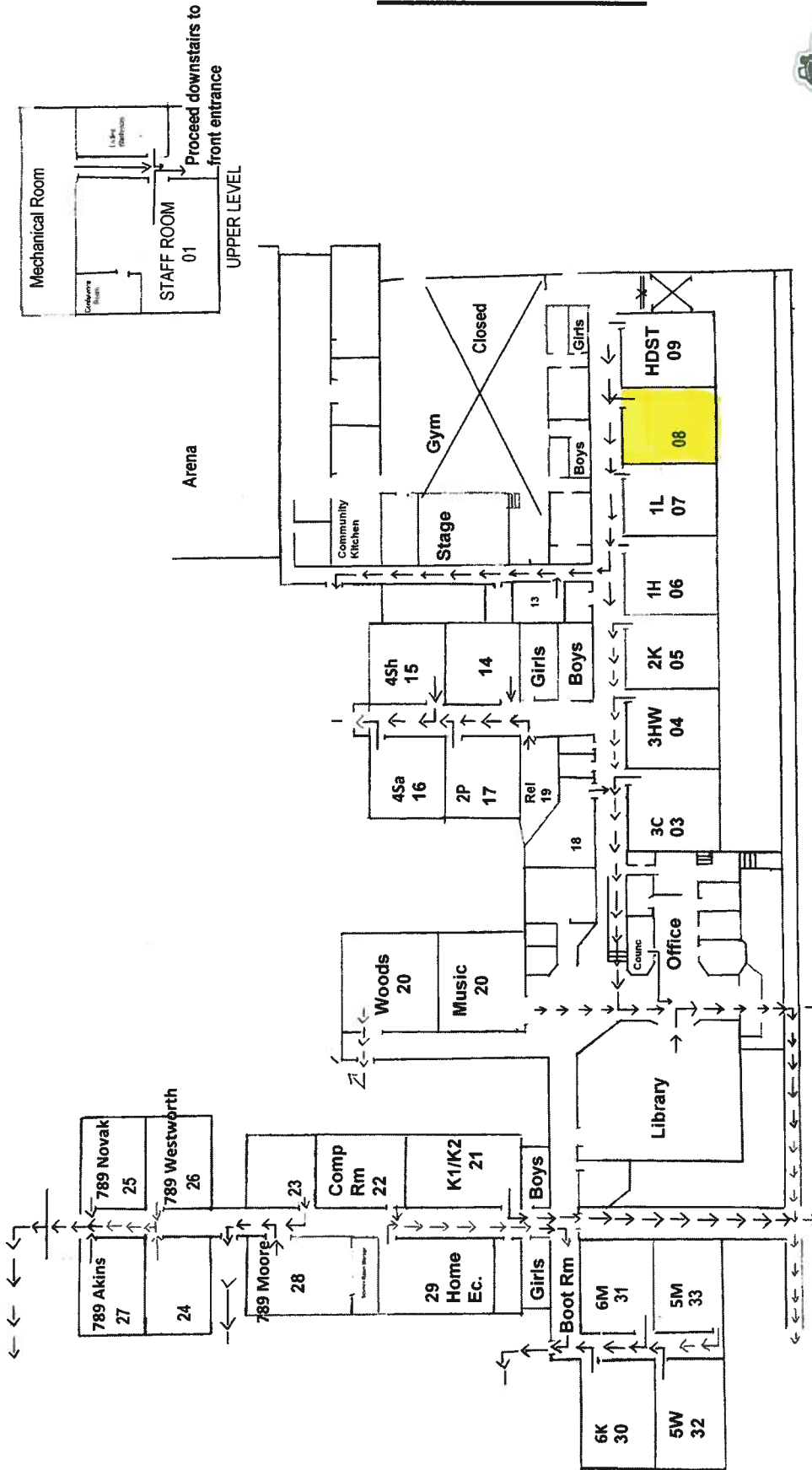
Per: _____
Signature

Name and Position

Guarantor's Signature

Name

SCHEDULE "A"



SCHEDULE "B"

RULES AND REGULATIONS

1. The Tenant shall abide by Division Policies and Administrative Procedures as posted on the Division's website: www.sturgeon.ab.ca (Board / Policies / Admin Practices).
2. The Tenant shall be responsible for keeping, maintaining, and the setting of the security alarm system located in the School and for the securing of Room #8, as directed by the Principal.
3. The security alarm system and the securing of Room #8 shall be carried out in a manner specified by the Division from time to time.
4. The Tenant shall designate the following three individuals as being its agents for the purpose of allowing the Division to contact and make directions to the Tenant concerning the security alarm system and the securing of Room #8.

NAME AND ADDRESS

TELEPHONE NUMBER

- | | | |
|----|-------|-------|
| a. | _____ | _____ |
| b. | _____ | _____ |
| c. | _____ | _____ |

5. The Tenant shall ensure that at all times the Room #8 is properly locked and secured including the closing and locking of doors and windows and the security alarm system shall be turned on and functioning when the School is not being occupied.
6. The Tenant shall be responsible for any costs incurred by the Division in the event the Tenant fails to comply with these rules and regulations and shall pay all such costs immediately upon request by the Division and such costs shall be deemed as rent.

Michelle	Terry	Liz	Tracy	Wendy	Shelley	Misty
Advocacy	ATA + PAC	ATA + PAC	CUPE + PRC	ATA + PAC	Advocacy	Advocacy
Education	CUPE + PRC	Education	Building	Building	Community Serv.	Building
Healthy Interactions	Municipal Liason	Transportation	Finance / HR	Education	CUPE + PRC	Finance / HR
Transportation	Finance / HR	PSBAA - 5	ATA _ PAC _ Alt.	ASBA + Zone 2 / 3 (13)	Morinville Rotary ***	Morinville Rotary ***
	Transportation	PSBC - 10		Linkages		
	Board Chair Mtgs - 10	Advocacy	Transportation	CUPE _ PRC		
			Community Serv.			
Backup - ASBA-Z 2/3						Backup - PSBAA +
Backup - Healthy Int.						Bckup Linkages
Backup - Comm.Ser.						



Board Memorandum

Date: April 23, 2014
To: Board of Trustees
From: Committee of the Whole
Subject: Morinville Public Elementary School

Background:

A motion was passed at the April 9, 2014 Committee of the Whole meeting that the name change of Morinville Public Elementary School to Morinville Public School be referred to the April Board Meeting.

Recommendation:

That the Board of Trustees approve the name change from Morinville Public Elementary School to Morinville Public School.