



# **Board Meeting Agenda**

## **May 28, 2014 – 4:30 p.m.**

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- 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 April 23, 2014
- 5. Presentations**
  - 5.1 High School Flexibility Project  
(Mr. Ron Pollmann -Acting Principal & Team – Sturgeon  
Composite High School)
- 6. Reports from Senior Administration**
  - 6.1 Superintendent of Schools
  - 6.2 Associate Superintendent, Education Services

- 6.3 Secretary Treasurer
  - Preliminary 2014-2015 Sturgeon School Division Budget
- 6.4 Associate Superintendent
  - Capital Reserves

## **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/II/2 – Trustee Remuneration and Expense Reimbursement
- 9.2 Policy I/1 – Student Transportation Services
- 9.3 Non Resident Fee Schedule 2014-2015

- 9.4 Lease Agreement – Town of Gibbons
- 9.5 Lease Agreement – McCauley Community After School Care Association
- 9.6 Lease Agreement – SIGIS Child Care Society
- 9.7 Transportation Agreement – Aspen View Public School Division No. 78
- 9.8 Authorization of Junior High Locally Developed Option Courses

## **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 April 23, 2014**

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**Minutes of the Meeting of  
The Board of Trustees of  
Sturgeon School Division No. 24  
Held at Morinville on April 23, 2014**

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## **Roll Call**

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

## **Call to Order**

The Chair called the meeting to order at 4:43 p.m.

## **Approval of Agenda**

#36/2014 – Moved by Mrs. Mychasiw that the agenda be approved.

CARRIED 7/0

## **Appointments**

There were no appointments.

## **Approval of Minutes**

#37/2014 - Moved by Mrs. Kohle that the minutes of the Regular Meeting of March 26, 2014 be approved.

CARRIED 7/0

## **Presentations**

Mr. Darryl Propp, Principal, Bon Accord Community School and Mr. John Baldassarre, Principal, Lilian Schick School provided information with respect to progress of the Leader in Me Program in both schools.

## **Reports from Senior Administration**

### **Superintendent of Schools**

A verbal report was provided.

### **Associate Superintendent, Education Services**

No report was provided.

### **Secretary-Treasurer**

A written report was provided.

**Associate Superintendent**

No report was provided.

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

A verbal report was provided.

**Trustees' Reports**

Verbal reports were provided.

**Building**

No 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 E/V/2 – Support Staff Performance Review**

#38/2014 – Moved by Mrs. Mychasiw that the Board of Trustees approve Policy E/V/2 – Support Staff Performance Review.

CARRIED 7/0

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

#39/2014 – Moved by Mrs. Kohle that the Board of Trustees approve Policy G/III/2– Public Use of School Buildings and Property.

CARRIED 7/0

**Book Award Rate/Class**

#40/2014 – Moved by Mrs. Porter that the Board of Trustees amend Policy F/III/3 – Awards Policy as follows:

- 2.2 – “Local Trustees shall be invited to assist in presenting Division awards to students.”

CARRIED 7/0

#41/2014 – Moved by Mr. Jewell that the Board of Trustees approve Policy F/III/3 – Awards Policy as amended.

CARRIED 7/0

#42/2014 – Moved by Mr. Jewell that the Board of Trustees approve the book award rate per class at \$50.00 for the 2013-2014 school year.

CARRIED 7/0

**Locally Developed Course Approval – Forensic Science Studies 35 – 5 credits**

#43/2014 – Moved by Ms. Nowak that the Board of Trustees 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.

CARRIED 7/0

**Lease Agreement – Town of Gibbons**

#44/2014 – Moved by Mr. Jewell 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.

CARRIED 7/0

**Lease Agreement – RQB Child Centre Inc.**

#45/2014 – Moved by Mrs. Porter 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.

CARRIED 7/0

**Allocation of Committee Positions**

#46/2014 – Moved by Mrs. Porter that the Board of Trustees approve the revised committee structure.

CARRIED 7/0

**Morinville Public Elementary School name change**

#47/2014 – Moved by Mrs. Porter that the Board of Trustees approve the name change from Morinville Public Elementary School to Morinville Public School.

CARRIED 7/0

**Provincial Bargaining Information**

Provincial bargaining information was discussed.

## **Unfinished Business**

## **Notices of Motion**

There were no Notices of Motion.

## **Information**

**ATA; CUPE**

No 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.

#48/2014 – 7:03 p.m. – Moved by Ms. Nowak that the Board go in camera.

CARRIED 7/0

#49/2014 – 7:40 p.m. – Moved by Mrs. Kohle that the Board go out of camera.

CARRIED 7/0

**Close of Meeting**

The Chair adjourned the meeting at 7:40 p.m.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary-Treasurer





## Board Meeting Memorandum

Date: May 28, 2014  
To: Board Meeting  
From: Iva Paulik, Secretary Treasurer  
Subject: **Secretary Treasurer Report**

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### **Preliminary 2014-2015 Sturgeon School Division Budget**

Attached you will find the following:

- Budget Report for the year ending August 31, 2015. (prescribed by Alberta Education to be approved by the Board of Trustees by May 31, 2014.)
- Schedule of Program Operations for the 2014-2015 Budget Year.
- 2014-2014 Preliminary Budget by Departments

### **April 30, 2014 Division Financial Report**

The 8 month financial results are attached.

### **Recommendation:**

That the Board of Trustees approve the Preliminary 2014-2015 Sturgeon School Division budget.



# BUDGET REPORT FOR THE YEAR ENDING AUGUST 31, 2015

[School Act, Sections 147(2)(b) and 276]

Sturgeon School Division No. 24

Legal Name of School Jurisdiction

Telephone (780) 939-4341 and Fax Numbers (780) 939-5520

Telephone and Fax Numbers

<b>BOARD CHAIR</b>	
Terry Jewell Name	 Signature
<b>SUPERINTENDENT</b>	
Dr. Michele Dick Name	 Signature
<b>SECRETARY TREASURER or TREASURER</b>	
Iva Paulik Name	 Signature
<p><b>Certified as an accurate summary of the year's budget as approved by the Board of Trustees at its meeting held on</b> <u>May 28, 2014</u> <b>.</b> Date</p>	

c.c. Alberta Education  
c/o Robert Mah, Financial Reporting & Accountability Branch  
8th Floor Commerce Place, 10155-102 Street, Edmonton AB T5J 4L5

E-MAIL: Robert.Mah@gov.ab.ca (780-427-3855)

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Color coded cells:

	blue cells: require the input of data/descriptors wherever applicable.		Grey cells: data not applicable - protected
	salmon cells: contain referenced juris. information - protected		white cells: within text boxes REQUIRE the input of points and data.

**HIGHLIGHTS, PLANS, ASSUMPTIONS AND RISKS SUMMARY- 2014/2015 BUDGET REPORT**

The following were presented to the Board and approved as underlying the budget. These key points and assumptions used in development of the budget take into consideration the economic environment of the jurisdiction, focus on anticipated changes from current year, and are realistic and consistent with the three year Education Plan. At a minimum, they disclose key budget assumptions, financial & business risks, and specific strategies explaining how this budget will support the jurisdiction's plans.

**Budget Highlights, Plans & Assumptions:**

**Revenues:**

- An overall student enrolments growth estimated at 2.2%.(overall student FTE growth of 3.3%).
- A 2 % increase to the CSI grant rates and per student Spe Ed rates.
- Zero increase in other grants.
- CEUs based on average of 36 CEUs per student at Tier 1 rate.
- 30% increase to IMR grant (to be confirmed by AB Ed in August).
- Targeted PUF grant of \$6.1 million.
- Newly introduced transportation fees of \$354K included in fees revenues.
- One time mitigation grant of \$114K eliminated.
- 10% reduction of System Admin - \$313K.
- ATRF government contributions on behalf of school division is estimated at \$3.3 million.
- School Generated Funds of \$1.15 million included in fees, fundraising, other sales and services and gifts and donations.

**Expenses:**

- Average certificated salaries and benefits at \$98,560 (includes a grid movement).
- Average uncertificated salaries and benefits ranging from \$45K to \$48K (includes a grid movement).
- Discretionary staff reduced to 1.0 FTE from 2.0.
- ATRF government contributions on behalf of school division is estimated at \$3.3 million (matches ATRF revenues).
- SSD continues to support the Literacy program (\$137K).
- School evergreening plan of \$410K included in the budget.
- Electricity contract in place effective Jan 2014 until December 2018.
- IMR expenses increased to reflect higher revenues (30% increase).
- SGF expenses of \$1.15 million.
- Increasing substitute costs.
- High fuel prices (\$1.30 per liter reflected in the transportation costs).
- 8% increase in services, contracts and supplies is due to SSD contracted out fleet, increased PUF associated costs, and IMR expenses.
- SSD continues to contribute \$23K towards the FSL program managed by Sturgeon County.

**Significant Business and Financial Risks:**

- SSD is faced with challenges in PO&M and Transportation.
  - PO&M operating deficit despite further operational cuts (implementation of rotational team cleaning). PO&M funding proving to be inadequate.
  - Increased class sizes to partially offset PO&M operating deficit.
  - Introduced transportation fees for K to 12 to address insufficient transportation funding.
  - Elimination of several bus routes and contracting out SSD owned vehicles to address funding shortfall in transportation.
  - Fiscal challenges include aging facilities, rising maintenance costs, no non-school buildings funding.
- Inclusive Education funding includes \$2.2 million of transition dollars.
- Minimal unrestricted and capital reserves. Operating reserves include \$326K of school generated funds reserves.
- \$30 million modernization of Sturgeon Composite High School scheduled to be completed by Sept of 2016.

**BUDGETED STATEMENT OF OPERATIONS**  
for the Year Ending August 31

	Approved Budget 2014/2015	Fall Budget Update 2013/2014	Actual 2012/2013
<b>REVENUES</b>			
Alberta Education	\$60,058,639	\$57,906,358	\$57,915,286
Other - Government of Alberta	\$717,074	\$706,110	\$501,916
Federal Government and First Nations	\$260,000	\$310,000	\$374,937
Other Alberta school authorities	\$41,043	\$34,000	\$34,000
Out of province authorities	\$0	\$0	\$0
Alberta Municipalities-special tax levies	\$0	\$0	\$0
Property taxes	\$0	\$0	\$0
Fees	\$1,130,599	\$773,295	\$810,009
Other sales and services	\$624,492	\$580,245	\$666,540
Investment income	\$25,000	\$10,000	\$44,857
Gifts and donations	\$106,344	\$106,344	\$114,234
Rental of facilities	\$41,166	\$42,217	\$37,539
Fundraising	\$339,842	\$339,842	\$345,129
Gains on disposal of capital assets	\$0	\$0	\$0
Other revenue	\$0	\$0	\$8,428
<b>TOTAL REVENUES</b>	\$63,344,199	\$60,808,411	\$60,852,875
<b>EXPENSES</b>			
Instruction	\$48,562,738	\$47,228,153	\$46,496,618
Plant operations & maintenance	\$6,722,984	\$6,813,958	\$6,924,958
Transportation	\$5,686,997	\$5,745,341	\$5,795,014
Administration	\$2,291,005	\$2,297,616	\$2,328,281
External Services	\$80,475	\$77,708	\$84,014
<b>TOTAL EXPENSES</b>	\$63,344,199	\$62,162,776	\$61,628,885
<b>ANNUAL SURPLUS (DEFICIT)</b>	\$0	(\$1,354,365)	(\$776,010)

**BUDGETED ALLOCATION OF EXPENSES (BY OBJECT)**  
for the Year Ending August 31

	Approved Budget 2014/2015	Fall Budget Update 2013/2014	Actual 2012/2013
<b>EXPENSES</b>			
Certificated salaries	\$26,344,306	\$26,594,976	\$26,210,388
Certificated benefits	\$6,207,708	\$5,654,927	\$5,454,847
Non-certificated salaries and wages	\$11,627,436	\$11,775,800	\$11,473,609
Non-certificated benefits	\$3,146,079	\$3,130,066	\$2,948,259
Services, contracts, and supplies	\$14,364,614	\$13,298,772	\$13,752,191
<b>Capital and debt services</b>			
<b>Amortization of capital assets</b>			
supported	\$1,486,736	\$1,477,349	\$1,459,547
unsupported	\$159,045	\$207,744	\$214,237
<b>Interest on capital debt</b>			
supported	\$8,275	\$23,142	\$42,050
unsupported	\$0	\$0	\$0
<b>Other interest and finance charges</b>	\$0	\$0	\$5,770
<b>Losses on disposal of capital assets</b>	\$0	\$0	\$0
<b>Other expense</b>	\$0	\$0	\$67,987
<b>TOTAL EXPENSES</b>	\$63,344,199	\$62,162,776	\$61,628,885

PROJECTED SCHEDULE OF CHANGES IN ACCUMULATED OPERATING SURPLUS (SUMMARY)  
for the Year Ending August 31

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
	ACCUMULATED OPERATING SURPLUS (2+3+4+7)	INVESTMENT IN TANGIBLE CAPITAL ASSETS	ENDOWMENTS	ACCUMULATED SURPLUS FROM OPERATIONS (5+6)	UNRESTRICTED SURPLUS	INTERNALLY RESTRICTED OPERATING RESERVES	CAPITAL RESERVES
<b>Actual balances per AFS at August 31, 2013</b>	\$5,021,786	\$2,662,415	\$0	\$1,523,299	\$0	\$1,523,299	\$836,072
<b>2013/2014 Estimated Impact to AOS for:</b>							
Estimated surplus(deficit)	(\$759,080)			(\$759,080)			
Estimated Board funded capital asset additions	\$0	\$110,683		(\$23,364)		\$0	(\$87,319)
Estimated Disposal of unsupported tangible capital assets	\$0	\$0		\$0		\$0	\$0
Estimated amortization of capital assets (expense)		(\$1,685,093)		\$1,685,093			
Estimated capital revenue recognized - Alberta Education		\$1,477,349		(\$1,477,349)			
Estimated capital revenue recognized - Other GOA		\$0		\$0			
Estimated capital revenue recognized - Other sources		\$0		\$0			
Estimated changes in Endowments	\$0	\$0	\$0	\$0			
Estimated Unsupported debt principal repayment		\$0		\$0			
Estimated reserve transfers (net)		\$0		\$0			
Estimated Assumptions/Transfers of Operations (Explain)	\$0	\$0		\$0	\$574,700	(\$574,700)	\$0
<b>Estimated Balances for August 31, 2014</b>	\$4,262,706	\$2,565,354	\$0	\$948,599	\$0	\$948,599	\$748,753
<b>2014/2015 Budget projections for:</b>							
Budgeted surplus(deficit)	\$0			\$0			
Projected Board funded capital asset additions		\$175,000		\$0		\$0	(\$175,000)
Budgeted Disposal of unsupported tangible capital assets	\$0	\$0		\$0		\$0	\$0
Budgeted Amortization of capital assets (expense)		(\$1,645,781)		\$1,645,781			
Budgeted capital revenue recognized - Alberta Education		\$1,486,736		(\$1,486,736)			
Budgeted capital revenue recognized - Other GOA		\$0		\$0			
Budgeted capital revenue recognized - Other sources		\$0		\$0			
Budgeted changes in Endowments	\$0	\$0	\$0	\$0			
Budgeted Unsupported debt principal repayment		\$0		\$0			
Projected reserve transfers (net)		\$0		\$0		\$159,045	\$0
Projected Assumptions/Transfers of Operations (Explain)	\$0	\$0		\$0		\$0	\$0
<b>Projected Balances for August 31, 2015</b>	\$4,262,706	\$2,581,309	\$0	\$1,107,644	\$0	\$1,107,644	\$573,753

**ANTICIPATED CHANGES IN ACCUMULATED OPERATING SURPLUS SUMMARY - 2014/2015 BUDGET REPORT**

The following explains the anticipated changes to Unrestricted Surplus, Investment in Tangible Capital Assets, Endowments, Operating Reserves and Capital Reserves for 2013/2014 and 2014/2015 and breaks down the planned additions to unsupported capital. Additional space is provided in the next tab.

**Reason for Changes in Unrestricted Surplus; Investment in Tangible Capital Assets; Endowments; Operating Reserves; and Capital Reserves 2013/2014**

- Estimated 13-14 deficit of \$759K (compared to the fall update budgeted deficit of \$1.3 million). Lower than budgeted deficit is mainly based on anticipated higher actual CEUs revenues and potential savings in several budget centers. Should the anticipated revenues or expenses not realize, the 13-14 deficit may be higher.

- Capital reserve of \$87K to be used to fund remaining 50% of the installation costs of the modular at Landing Trail School. The other 50% of the modular costs will be funded by AB Education capital grant.

- Operating Reserves include \$326K of unspent School Generated Funds.



**ANTICIPATED CHANGES IN ACCUMULATED OPERATING SURPLUS  
for the Year Ending August 31**

The following explains the anticipated changes to Unrestricted Surplus, Investment in Tangible Capital Assets, Endowments, Operating Reserves and Capital Reserves for 2013/2014 and 2014/2015 and breaks down the planned additions to unsupported capital.

**Reason for Changes in Unrestricted Surplus; Investment In Tangible Capital Assets; Endowments; Operating and Capital Reserves  
2014/2015**

- \$175K of capital reserves to fund 2 additional modulars at Landing Trail (\$50K each) and \$75K to be spent on the modernization of SCHS (for the site liaison representative not funded by AB Education).

**Planned Changes to Board Funded Tangible Capital Assets:**

**2013/2014**

- Board funded capital assets of \$23K funded by approved IMR dollars; \$87K of capital reserves used to fund 50% of modular at Landing Trail.

**2014/2015**

- \$175K of capital assets (2 modulars and SCHS modernization (see above))

**Other Information:**

**PROJECTED STUDENT STATISTICS  
FULL TIME EQUIVALENT (FTE) ENROLLED STUDENTS**

	Budgeted 2014/2015 (Note 2)	Actual 2013/2014	Actual 2012/2013	Notes
<b>GRADES 1 TO 12</b>				
<b>Eligible Funded Students:</b>				
Grades 1 to 9	3,043	2,937	2,816	Head count
Grades 10 to 12	951	924	971	Note 3
<b>Total</b>	<b>3,994</b>	<b>3,861</b>	<b>3,787</b>	Grades 1-12 students eligible for base instruction funding from Alberta Education.
<b>Other Students:</b>				
<b>Total</b>	<b>26</b>	<b>31</b>	<b>40</b>	Note 4
<b>Total Net Enrolled Students</b>	<b>4,020</b>	<b>3,892</b>	<b>3,827</b>	
<b>Home Ed and Blended Program Students</b>	<b>2</b>	<b>1</b>	<b>1</b>	Note 5
<b>Total Enrolled Students, Grades 1-12</b>	<b>4,022</b>	<b>3,893</b>	<b>3,828</b>	
<b>Of the Eligible Funded Students:</b>				
Severely Disabled Students served	244	244	241	Total eligible funded severely disabled student FTEs; including Code 40s (excluding Code 47s).

**EARLY CHILDHOOD SERVICES (ECS)**

<b>Eligible Funded Children</b>	890	863	784	ECS children eligible for ECS base instruction funding from Alberta Education.
<b>Other children</b>	12	12	11	ECS children not eligible for ECS base instruction funding from Alberta Education.
<b>Total Enrolled Children - ECS</b>	<b>902</b>	<b>875</b>	<b>795</b>	
<b>Program Hours</b>	<b>475</b>	<b>475</b>	<b>475</b>	Minimum: 475 Hours
<b>FTE Ratio</b>	0.500	0.500	0.500	Actual hours divided by 950
<b>FTE's Enrolled, ECS</b>	451	438	398	
<b>Of the Eligible Funded Children:</b>				
Severely Disabled Children served	281	245	215	Total eligible funded severely disabled children FTEs, including Code 40 children in program units.

**NOTES:**

- Enrolment is to be completed WHEREVER APPLICABLE and are 'as at September 30th' for each year.
- Budgeted enrolment is to be based on best information available at time of the 2014/2015 budget report preparation.
- The # of FTE grade 10-12 students is determined by taking the total # of students' credits / 35; where 35 CEU's = 1 FTE.
- Other Grade 1-12 students that are not eligible for base instruction funding from Alberta Education include First Nations students living on reserves for which tuition fee payments are made from Band or INAC (Code 330), students younger than 5 1/2 or older than 20, and out-of-province and foreign students.
- Because they are funded separately, Home Education students are not included with total net enrolled students. In the blended program, funding per student is pro-rated on the percentage of the student's program which is taken at school and at home; home education students are assigned a weighting of 0.25 FTE for base funding.

**PROJECTED STAFFING STATISTICS  
FULL TIME EQUIVALENT (FTE) PERSONNEL**

	Budgeted 2014/2015	Actual 2013/2014	Actual 2012/2013	Notes
<b>CERTIFICATED STAFF</b>				
School Based	269.3	272.1	276.9	Teacher certification required for performing functions at the school level.
Non-School Based	8.6	8.6	8.6	Teacher certification required for performing functions at the system/central office level.
<b>Total Certificated Staff FTE</b>	<b>277.9</b>	<b>280.7</b>	<b>285.5</b>	FTE for personnel possessing a valid Alberta teaching certificate or equivalency.
<b>Certificated Staffing Change due to:</b>				
Enrolment Change	-	-	-	If negative change impact, the small class size initiative is to include any/all teachers retained.
Other Factors	(2.8)	(4.8)	5.4	Descriptor (required): spec ed staffing requirement changes (more teacher assist. req'd)
<b>Total Change</b>	<b>(2.8)</b>	<b>(4.8)</b>	<b>5.4</b>	<b>Year-over-year change in Certificated FTE</b>
<b>Breakdown, where total change is Negative:</b>				
Continuous contracts terminated	-	-	-	FTEs
Non-permanent contracts not being renewed	(2.8)	-	-	FTEs
Other (retirement, attrition, etc.)	-	-	-	Descriptor (required):
<b>Total Negative Change in Certificated FTEs</b>	<b>(2.8)</b>	<b>-</b>	<b>-</b>	<b>Breakdown required where year-over-year total change in Certificated FTE is 'negative' only.</b>
<b>NON-CERTIFICATED STAFF</b>				
Instructional	170.7	165.9	167.2	Personnel providing instruction support for schools under 'Instruction' program areas.
Non-Instructional	92.2	104.6	99.7	Personnel in Transportation, Board & System Admin., O&M and External service areas.
<b>Total Non-Certificated Staff FTE</b>	<b>262.9</b>	<b>270.5</b>	<b>266.9</b>	FTE for personnel not possessing a valid Alberta teaching certificate or equivalency.
<b>Non-Certificated Staffing Change due to:</b>				
Enrolment Change	8.8	-	(4.5)	FTEs
Other Factors	(16.4)	3.6	6.6	Descriptor (required): reduced caretakers, bus drivers and monitors
<b>Total Change</b>	<b>(7.6)</b>	<b>3.6</b>	<b>2.1</b>	<b>Year-over-year change in Non-Certificated FTE</b>



**Sturgeon School Division No. 24** **SCHEDULE OF PROGRAM OPERATIONS - for the 2014-2015 Budget Year** **May 28, 2014**

	PRELIMINARY 2014-2015						2013-2014
	Instruction (ECS - Grade 12)	Plant Operations and Maintenance	Transportation	Board and System Administration	External Services	TOTAL	TOTAL
<b>REVENUES</b>							
Alberta Education	46,274,706	6,206,530	5,298,898	2,278,505	-	60,058,639	57,906,358
Other - Government of Alberta	717,074					717,074	740,110
Federal Government and First Nations	260,000					260,000	310,000
Other Alberta school jurisdictions	41,043					41,043	34,000
Fees	776,468		354,131			1,130,599	773,295
Other sales and services	544,017				80,475	624,492	546,245
Investment income	-	12,500		12,500		25,000	10,000
Gifts and donations	106,344					106,344	106,344
Rental of facilities	36,668	4,498				41,166	42,217
Fundraising	339,842					339,842	339,842
Gains on disposal of tangible capital assets	-					-	-
Other revenues	-					-	-
<b>TOTAL REVENUES</b>	49,096,162	6,223,528	5,653,029	2,291,005	80,475	63,344,199	60,808,411
<b>EXPENSES</b>							
Certificated salaries	26,023,948			278,140	42,218	26,344,306	26,594,976
Certificated benefits	6,159,724			46,983	1,001	6,207,708	5,654,927
Non-certificated salaries	8,667,891	1,818,787	124,075	987,731	28,952	11,627,436	11,775,800
Non - certificated benefits	2,386,651	489,654	34,121	227,349	8,304	3,146,079	3,130,066
SUB - TOTAL	43,238,214	2,308,441	158,196	1,540,203	80,475	47,325,529	47,155,769
Services, contracts and supplies	5,261,279	2,866,453	5,507,933	728,949		14,364,614	13,298,772
Amortization of supported tangible capital assets	-	1,486,736				1,486,736	1,477,349
Amortization of unsupported tangible capital assets	63,245	53,079	20,868	21,853		159,045	207,744
Supported interest on capital debt		8,275				8,275	23,142
Other interest and finance charges							
Losses on disposal of tangible capital assets							
Other expenses							
<b>TOTAL EXPENSES</b>	48,562,738	6,722,984	5,686,997	2,291,005	80,475	63,344,199	62,162,776
<b>OPERATING SURPLUS (DEFICIT)</b>	533,424	(499,456)	(33,968)	-	-	-	(1,354,365)



STURGEON SCHOOL DIVISION No.24			May 28, 2014	
2014-2015 PRELIMINARY BUDGET BY DEPARTMENTS				
SCHEDULE OF PROGRAM OPERATIONS	REVENUE ALLOCATIONS	EXPENDITURES	SURPLUS/(DEFICIT)	
<b><u>BOARD GOVERNANCE AND ADMINISTRATION ALLOCATION</u></b>				
BOARD OF TRUSTEES	315,000	315,000	-	-
OFFICE OF SUPERINTENDENT	321,099	321,099	-	-
SUPERINTENDENT EMERGENT	75,000	75,000	-	-
OFFICE OF ASSOCIATE SUPERINTENDENT (EDUCATION)	158,000	158,000	-	-
OFFICE OF ASSOCIATE SUPERINTENDENT HR	196,860	196,860	-	-
BUSINESS AND FINANCE	1,225,046	1,225,046	-	-
	<i>Total</i>	<i>2,291,005</i>	<i>2,291,005</i>	-
<b><u>INTRUCTION ECS TO GR 12</u></b>				
CENTRAL INSTRUCTIONAL SUPPORT SERVICES				
HUMAN RESOURCES	143,000	143,000	-	-
DIRECTOR OF CURRICULUM	193,201	193,201	-	-
INSTRUCTIONAL AND ASSISTIVE TECHNOLOGY	150,557	150,557	-	-
TECHNOLOGY	825,177	825,177	-	-
COMMUNICATION, MEDIA, CENTRAL ADVERTISING	110,000	110,000	-	-
DIVISIONAL PD	95,000	95,000	-	-
DIVISIONAL PD - HEALTHY INTERACTIONS/FIRST AID	3,000	3,000	-	-
SUPERINTENDENT DISCRETIONARY	125,000	125,000	-	-
HOME EDUCATION RESOURCES	10,000	10,000	-	-
	-	-	-	-
CENTRAL ADMINISTERED SCHOOL EXPENSE ALLOCATIONS	31,513,762	30,963,761	550,001	-
LITERACY	137,713	137,713	-	-
SPECIAL ED				
GIFTED AND TALENTED	407,887	504,709	(96,822)	-
HEADSTART	1,186,474	1,068,541	117,933	-
PUF	5,947,414	5,947,414	-	-
INCLUSIVE ED PROFILE	5,033,961	5,033,961	-	-
	-	-	-	-
SCHOOLS	2,057,513	2,095,201	(37,688)	-
	-	-	-	-
SCHOOL GENERATED FUNDS	1,156,503	1,156,503	-	-
	-	-	-	-
	<i>Total</i>	<i>49,096,162</i>	<i>48,562,738</i>	<i>533,424</i>
				533,424
<b><u>PLANT OPERATIONS AND MAINTENANCE</u></b>				
PO&M	3,848,829	4,348,285	(499,456)	-
IMR	879,688	879,688	-	-
DEBENTURE INTEREST	8,275	8,275	-	-
Supported Amortization of capital allocations	1,486,736	1,486,736	-	-
	-	-	-	-
	<i>Total</i>	<i>6,223,528</i>	<i>6,722,984</i>	<i>(499,456)</i>
				(499,456)
<b><u>TRANSPORTATION</u></b>				
Transportation	5,653,029	5,686,997	(33,968)	-
	-	-	-	-
	<i>Total</i>	<i>5,653,029</i>	<i>5,686,997</i>	<i>(33,968)</i>
				(33,968)
<b><u>EXTERNAL SERVICES</u></b>				
	<i>Total</i>	<i>80,475</i>	<i>80,475</i>	-
				-
	<i>Grant Total</i>	<i>63,344,199</i>	<i>63,344,199</i>	-
				-
MBF	63,344,199	63,344,199	-	-
Variance	-	-	-	-





Sturgeon School Division No. 24 Results as of April 30, 2014		Budget Information		Actual Results		Forecast		Variances	
		Preliminary Budget 2013-2014 (May 2013)	Revised Budget 2013- 2014 (November)	Actual 8 Months April 30, 2014	Forecasted to August 31, 2014	% Revised Budget	% Forecast to August 31, 2014		
<b>REVENUES</b>									
Alberta Education	55,141,771	56,429,121	38,377,331	57,770,290	68.0%	68.0%	56.4%		
Other - Government of Alberta	339,600	706,110	626,999	706,110	88.8%	88.8%	88.8%	(1)	
Federal Government of Alberta	343,861	310,000	204,167	310,000	65.9%	65.9%	65.9%		
Fees	594,411	773,295	595,158	773,295	77.0%	77.0%	77.0%	(2)	
Other Sales and Services	65,980	614,134	581,587	614,134	94.7%	94.7%	94.7%	(3)	
Investment Income	30,000	10,000	29,737	35,000	297.4%	297.4%	85.0%		
Gifts and Donations	-	106,344	71,896	106,344	67.6%	67.6%	67.6%		
Rental of Facilities	35,160	42,217	36,042	42,217	85.4%	85.4%	85.4%		
Fundraising	800,000	339,842	226,562	339,842	66.7%	66.7%	66.7%		
Amortization of capital contributions	1,436,556	1,477,349	984,899	1,477,349	66.7%	66.7%	66.7%		
Other Revenues	111,902	-	-	-	0.0%	0.0%	0.0%		
<b>Total Revenues</b>	<b>58,899,241</b>	<b>60,808,412</b>	<b>41,734,378</b>	<b>62,174,581</b>	<b>68.6%</b>	<b>68.6%</b>	<b>67.1%</b>		
<b>EXPENSES</b>									
Instruction	45,960,029	47,228,153	31,554,004	47,999,038	66.8%	66.8%	65.7%		
Plant operations and maintenance	5,717,737	6,813,958	4,294,926	6,813,958	63.0%	63.0%	63.0%	(4)	
Transportation	5,154,429	5,745,341	4,401,863	5,745,341	76.6%	76.6%	76.6%	(5)	
Administration	2,188,468	2,297,616	1,412,776	2,297,616	61.5%	61.5%	61.5%		
External services	32,000	77,708	57,311	77,708	73.8%	73.8%	73.8%		
<b>Total Expenses</b>	<b>59,052,663</b>	<b>62,162,776</b>	<b>41,720,880</b>	<b>62,933,661</b>	<b>67.1%</b>	<b>67.1%</b>	<b>66.3%</b>		
<b>2013-2014 Surplus/(Deficit)</b>	<b>(153,422)</b>	<b>(1,354,364)</b>	<b>13,498</b>	<b>(759,080)</b>	<b>TARGET %</b>	<b>TARGET %</b>	<b>66.67%</b>		

Assumptions	Rev. rec'd upfront	374,000
- Revenues and Expenses for 8 months	Unspent dollars	108,468 (Unspent targeted Evergreening dollars of \$108K)
- School Generated Funds (rev-exp) estimated	Anticipated Deficit	(468,970) assuming no change in est. revenues and budg. spending

- Transfers between departments fully reflected  
 - AB Education revenues include certain grants still based on last year's results (PUF, CEUs, SSBN) or grants received in full (Equity of Opportunity, SuperNet, Mitigation)

- Notes
- (1) - Several of Other Gov't of Alberta revenues received upfront
  - (2) - SGF fees estimated and IMF fees mostly collected upfront
  - (3) - SGF extracurricular fees mostly collected upfront
  - (4) - IMR expenses lower than budgeted (only \$209K); PO&M without IMR is at 67% of the budgeted expenses
  - (5) - Transportation expenses higher than budgeted due to contractors costs being paid over 10 months rather than 12 months.  
 - Contractors costs higher than budgeted due to continuous high fuel prices





## Board Memorandum

Date: May 28, 2014  
To: Board of Trustees  
From: Associate Superintendent  
Subject: Capital Reserves

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### **Background:**

We have two modular classrooms scheduled to be installed at Landing Trail School in August 2014. In this round of modular approvals the Minister of Education stipulated that the receiving school division would be required to bear a cost of \$50,000 for each modular, to cover some of the expenses associated with site preparation, transportation of the modular from the factory, and installation at the school. This would require the expenditure of \$100,000 for this project.

On another matter, to ensure that we receive the best service from the architect and contractors during the SCHS Modernization project in school years 2014-15 and 2015-16 it will be critical that the needs and interests of the division and the school be represented by a qualified professional, daily, on site. We have advertised for such a person (Site Manager) and also have researched the matter with contacts in the construction Industry. We are hopeful that we will be able to obtain the services of such a person (on a personal services contract) for approximately \$75,000 per year for a total cost of \$150,000.

Both these matters have been addressed at Building Committee. Instructions to administration from the Committee were to attempt to find resources within our operating budget and failing that, to apply to use Capital Reserves to cover the above costs, totaling \$250,000. Administration has been unsuccessful in finding the funds in the operating budget, and therefore recommends that the Board consider using Capital Reserves for these projects.



**Recommendations:**

- 1) That the Board of Trustees approve the use of capital reserves of \$100,000 for the two modular classrooms at Landing Trail School.
  
- 2) That the Board of Trustees approve the use of capital reserves of \$75,000 for school years 2014-15 and 2015-16 for a total of \$150,000 for the Sturgeon Composite High School Modernization project.



## Board Memorandum

Date: May 14, 2014  
To: Board of Trustees  
From: Committee of the Whole  
Subject: Policy E/II/2 – *Trustee Remuneration and Expense Reimbursement*

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### **Background:**

Please find attached Policy E/II/2 – *Trustee Remuneration and Expense Reimbursement*. This policy was reviewed at the May 14, 2014 meeting of the Committee of the Whole.

### **Recommendation:**

That the Board of Trustees approve Policy E/II/2 – *Trustee Remuneration and Expense Reimbursement*.



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

## 1.0 POLICY

- 1.1 The Board believes that trustees of the Division who incur expenses in carrying out their authorized duties should be reimbursed by the Division upon submission of an approved expense claim.
- 1.2 The Board will establish guidelines and procedures for the reimbursement of approved expenses from annual budget allocations.
- 1.3 Trustee remuneration shall change at the same rate and at the same time as changes to the salary scales contained in the General Employment Conditions.

## 2.0 GUIDELINES

- 2.1 Trustees carrying out their authorized duties will be expected to exercise the same care in incurring expenses that a prudent person would exercise in travelling on personal business.
- 2.2 Approved expenses incurred by trustees will be reimbursed in accordance with the requirements and subject to the limitation specified in the guidelines and procedures.
- 2.3 Advances will not be paid to cover any approved expenses.
- 2.4 Claims for reimbursement of expenses should be submitted promptly and preferably within one (1) months of the expenses being incurred.
- 2.5 All expense reimbursement claims must be on an individual trustee basis other than expenses incurred pursuant to Guideline 2.6.
- 2.6 A Division credit card will be provided to the Board chair upon request.
  - 2.6.1 Expenses incurred and charged to such credit cards shall be in line with the intent of this policy.
- 2.7 Approved expenses will be reimbursed for the following activities:
  - 2.7.1 Attendance at conferences, workshops, seminars and meetings, when such attendance has been approved by the Board for trustee attendance.
  - 2.7.2 Other approved activities carried out by trustees in the performance of their duties, e.g. Board appointees to Ad Hoc Committees or other organizations.

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References: *Admin Practice(s): FM 7 – Employee Expense Reimbursement*  
*School Act:*



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

2.8 Approved expenses will be reimbursed at the rates set out in an exhibit applicable to this policy.

## 3.0 PROCEDURES

3.1 Claims for the reimbursement of approved expenses are to be submitted for payment to the Superintendent or designate. Questions will be directed to the Board chair.

## 4.0 EXHIBIT

4.1 Approved expenses will be paid at the following rates:

4.1.1 Actual distance travelled in Alberta in the trustee's vehicle, at the approved Canada Customs and Revenue Agency rate.

4.1.2 Actual voucher expenses for travel incurred by means other than the use of the trustee's vehicle – receipts required.

4.1.3 Actual voucher subsistence expenses for approved conferences, workshops, seminars and meetings.

4.1.4 \$10.00 for breakfast, \$14.00 for lunch and \$22.00 for dinner where vouchers are not available.

4.2 Standard per kilometre distances between schools, Central Office and Edmonton have been established and are to be applied when seeking reimbursement of approved expenses. A chart showing these distances is attached to this policy.

4.3 A general expense allowance determined annually as part of the budget process.

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References: *Admin Practice(s): FM 7 – Employee Expense Reimbursement*  
*School Act:*



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

## EXHIBIT

### Trustee Remuneration

Chairman		\$18,977
Vice Chair		\$18,236
Trustees	(5 x 17,534)	\$87,670
Professional Development	(7 x 3,400)	\$23,800

### GUIDELINES FOR TRUSTEE EXPENSE AND PER DIEM CLAIMS

The following expenses and per diems are payable by the Board. In the case of any uncertainty, the claim will be referred to the Chairman for decision. Claims for expenses other than below will be subject to prior Board approval.

#### 1. Expenses

- Kilometre Allowances
- Committee Meetings
- School Council Meetings
- ASBA, PSBAA, Zone 2/3, Admin Council, Morinville Rotary
- Board Retreats
- Conferences, Workshops, Seminars
- Joint Use Meetings
- Board Approved Business
- Graduation/Year End Exercises (tickets included)
- School Concerts, Plays, Music Events, etc.
- School Awards

Expenses – Meals, Accommodation, Telephone, Parking, Taxi

#### 2. Per Diem

- Board Retreats
- Conferences, Workshops, Seminars, etc.
- ASBA, PSBAA, Zone 2/3, Admin Council
- Board Approved Business (Prior Approval)
- Discipline Hearings
- Community Services Advisory Board
- Negotiations – 7<sup>th</sup> Meeting Onward (including 7<sup>th</sup> meeting)
- NOTE: Does Not Include Task Group

Per Diem - Full Day - \$100 - greater than four hours (home to home)  
 - Half Day - \$ 50

References: *Admin Practice(s): FM 7 – Employee Expense Reimbursement*  
*School Act:*





# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2014 March, 2014

REVIEW: 2018-2019

Bon Accord	18	39	20	32	30	0	19	2	26	13	24	11	45	32	39	32	35	
Camilla	18	26	32	68	66	35	31	37	21	47	36	45	40	31	34	14		35
Colony	23	42	43	69	67	32	42	34	37	45	47	43	53	41	48		14	32
*Edmonton Central	34	20	22	64	62	39	21	41	53	40	18	38	7	8		48	34	39
*Edmonton North	34	16	15	59	57	32	14	34	46	39	13	37	14		8	41	31	32
*Edmonton South	40	31	28	72	70	45	27	47	59	49	24	46		14	7	53	40	45
Gibbons	27	47	26	27	25	11	27	10	32	2	31		46	37	38	43	45	11
Guthrie	26	20	5	56	54	24	5	26	38	33		31	24	13	18	47	36	24
Landing Trail	29	49	28	29	27	13	29	12	33		33	2	49	39	40	45	47	13
Legal	21	40	33	56	54	26	33	25		33	38	32	59	46	53	37	21	26
Lilian Schick	20	41	22	31	29	2	21		25	12	26	10	47	34	41	34	37	2
Namao	21	21	1	51	49	19		21	33	29	5	27	27	14	21	42	31	19
Oak Hill	18	39	20	32	30		19	2	26	13	24	11	45	32	39	32	35	0
Ochre Park	50	69	48	2		30	49	29	54	27	54	25	70	57	62	67	66	30
Redwater	52	71	50		2	32	51	31	56	29	56	27	72	59	64	69	68	32
S.C.H.S.	22	22		50	48	20	1	22	33	28	5	26	28	15	22	43	32	20
Sturgeon Heights	21		22	71	69	39	21	41	40	49	20	47	31	16	20	42	26	39
CO/MLC/MPES		21	22	52	50	18	21	20	21	29	26	27	40	34	34	23	18	18
CO/MLC/MPES																		
Sturgeon Heights																		
S.C.H.S.																		
Redwater																		
Ochre Park																		
Oak Hill																		
Namao																		
Lilian Schick																		
Legal																		
Landing Trail																		
Guthrie																		
Gibbons																		
Edmonton South																		
Edmonton North																		
Edmonton Central																		
Colony																		
Camilla																		
Bon Accord																		

\* The address used for mileage: **Edmonton North - 9450 – 137 Avenue**  
**Edmonton Central - 10088 – 108 Street**  
**Edmonton South - 5015 – 111 Street**

References: *Admin Practice(s): FM 7 – Employee Expense Reimbursement*  
*School Act:*



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

## 1.0 POLICY

- 1.1 The Board believes that trustees of the Division who incur expenses in carrying out their authorized duties should be reimbursed by the Division upon submission of an approved expense claim.
- 1.2 The Board will establish guidelines and procedures for the reimbursement of approved expenses from annual budget allocations.
- 1.3 Trustee remuneration shall change at the same rate and at the same time as changes to the salary scales contained in the General Employment Conditions.

## 2.0 GUIDELINES

- 2.1 Trustees carrying out their authorized duties will be expected to exercise the same care in incurring expenses that a prudent person would exercise in travelling on personal business.
- 2.2 Approved expenses incurred by trustees will be reimbursed in accordance with the requirements and subject to the limitation specified in the guidelines and procedures.
- 2.3 Advances will not be paid to cover any approved expenses.
- 2.4 Claims for reimbursement of expenses should be submitted promptly and preferably within two (2) months of the expenses being incurred.
- 2.5 All expense reimbursement claims must be on an individual trustee basis other than expenses incurred pursuant to Guideline 6.
- 2.6 A Division credit card will be provided to the Board chair upon request.
  - 2.6.1 Expenses incurred and charged to such credit cards shall be in line with the intent of this policy.
- 2.7 Approved expenses will be reimbursed for the following activities:
  - 2.7.1 Attendance at conferences, workshops, seminars and meetings, when such attendance has been approved by the Board for trustee attendance.

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References: *Admin Practice(s): FM 7 – Employee Expense Reimbursement School Act:*



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

- 2.7.2 Other approved activities carried out by trustees in the performance of their duties, e.g. Board appointees to Ad Hoc Committees or other organizations.
- 2.8 Approved expenses will be reimbursed at the rates set out in an exhibit applicable to this policy.
- 3.0 PROCEDURES**
- 3.1 Claims for the reimbursement of approved expenses are to be submitted for payment to the Superintendent or designate. Questions will be directed to the Board chair.
- 4.0 EXHIBIT**
- 4.1 Approved expenses will be paid at the following rates:
- 4.1.1 Actual distance travelled in Alberta in the trustee's vehicle, at the following approved Canada Customs and Revenue Agency rate.
  - 4.1.2 Actual voucher expenses for travel incurred by means other than the use of the trustee's vehicle – receipts required.
  - 4.1.3 Actual voucher subsistence expenses for approved conferences, workshops, seminars and meetings.
  - 4.1.4 \$10.00 for breakfast, \$14.00 for lunch and \$22.00 for dinner where vouchers are not available.
- 4.2 Standard per kilometre distances between schools, Central Office and Edmonton have been established and are to be applied when seeking reimbursement of approved expenses. A chart showing these distances is attached to this policy.
- 4.3 A general expense allowance determined annually as part of the budget process.

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References: *Admin Practice(s): FM 7 – Employee Expense Reimbursement*  
*School Act:*



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

## EXHIBIT

### Trustee Remuneration/Benefits – effective September 1, 2011

Chairman		\$18,977
Vice Chair		\$18,236
Trustees	(5 x 17,534)	\$87,670
Benefits		\$ 5,049

### Travel and Subsistence

Board, Committee, Negotiating, etc. Including suppers		\$ 13,162
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### ASBA Delegate

Meetings		
Per Diem	400	
Registration	900	
Accommodation/Meals	600	
Travel	450	\$ 2,350

### PSBAA Designate

Meetings		
Per Diem	1,200	
Registration	400	
Accommodation/Meals	1,250	
Travel	540	\$ 3,390

### Zone 2/3

Per Diem	800	
Expenses	200	\$ 1,000

### Admin Council

Per Diem	400	
Expenses	240	\$ 640

### Discipline (Pooled)

Per Diem	3600	
Expenses	1620	\$ 5,220

References: Admin Practice(s): FM 7 – Employee Expense Reimbursement  
School Act:



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

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Adult Education, Healthy Interactions and LISA (Pooled) Per Diem	1400	\$ 1,400
Individual Trustee Per Diems and PD (7x\$3,400)		\$ 23,800
Chairman Meetings		\$ 1,000

Original

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References: *Admin Practice(s): FM 7 – Employee Expense Reimbursement  
School Act:*



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

## GUIDELINES FOR TRUSTEE EXPENSE AND PER DIEM CLAIMS

The following expenses and per diems are payable by the Board. In the case of any uncertainty, the claim will be referred to the Chairman for decision. Claims for expenses other than below will be subject to prior Board approval.

### 1. Expenses

- Kilometre Allowances
- Committee Meetings
- School Council Meetings
- ASBA, PSBAA, AMFC, CAMS, Zone 23, Admin Council, etc.
- Board Retreats
- Conferences, Workshops, Seminars
- Joint Use Meetings
- Board Approved Business
- Graduation/Year End Exercises (tickets included)
- School Concerts, Plays, Music Events, etc.
- School Awards

Expenses – Meals, Accommodation, Telephone, Parking, Taxi

### 2. Per Diem

- Board Retreats
- Conferences, Workshops, Seminars, etc.
- ASBA, PSBAA, AMFC, CAMS, Zone 23, Admin Council
- Board Approved Business (Prior Approval)
- Discipline Hearings
- Sturgeon Adult Learning Council
- Community Services Advisory Board
- Negotiations – 7<sup>th</sup> Meeting Onward (including 7<sup>th</sup> meeting)
- NOTE: Does Not Include Task Group

Per Diem - Full Day - \$100 - greater than four hours (home to home)  
- Half Day - \$ 50

References: *Admin Practice(s): FM 7 – Employee Expense Reimbursement  
School Act:*



# E/II/2 – Trustee Remuneration and Expense Reimbursement E/II/2

EFFECTIVE: January 23, 2008

REVISED: Nov. 23, 2011

REVIEW: 2018-2019

Bon Accord	18	39	20	32	30	0	19	2	13	24	11	41	39	32	35	
Camilla	18	26	32	68	66	35	31	37	47	36	45	37	35	14		35
Colony	23	42	43	69	67	32	42	34	45	47	43	47	45		14	32
Edmonton North	34	13	21	72	70	39	20	41	39	15	37	2		45	35	39
Edmonton South	36	15	23	74	72	41	22	43	41	17	39		2	47	37	41
Gibbons	27	47	26	27	25	11	27	10	2	31		39	37	43	45	11
Guthrie	26	20	5	56	54	24	5	26	33		31	17	15	47	36	24
Landing Trail	29	49	28	29	27	13	29	12		33	2	41	39	45	47	13
Lilian Schick	20	41	22	31	29	2	21		12	26	10	43	41	34	37	2
Namao	21	21	1	51	49	19		21	29	5	27	22	20	42	31	19
Oak Hill	18	39	20	32	30		19	2	13	24	11	41	39	32	35	0
Ochre Park	50	69	48	2		30	49	29	27	54	25	72	70	67	66	30
Redwater	52	71	50		2	32	51	31	29	56	27	74	72	69	68	32
S.C.H.S.	22	22		50	48	20	1	22	28	5	26	23	21	43	32	20
Sturgeon Heights	21		22	71	69	39	21	41	49	20	47	15	13	42	26	39
CO/MLC/MPES		21	22	52	50	18	21	20	29	26	27	36	34	23	18	18
	CO/MLC/MPES	Sturgeon Heights	S.C.H.S.	Redwater	Ochre Park	Oak Hill	Namao	Lilian Schick	Landing Trail	Guthrie	Gibbons	Edmonton South	Edmonton North	Colony	Camilla	Bon Accord

References: Admin Practice(s): FM 7 – Employee Expense Reimbursement  
School Act:



## Board Memorandum

Date: May 14, 2014  
To: Board of Trustees  
From: Committee of the Whole  
Subject: Policy I/1 – *Student Transportation Services*

---

### **Background:**

Please find attached Policy I/1 – *Student Transportation Services*. This policy was reviewed at the May 14, 2014 meeting of the Committee of the Whole.

### **Recommendation:**

That the Board of Trustees approve Policy I/1 – *Student Transportation Services*.





## 1.0 POLICY

1.1 The Board has established and operates a student transportation system to provide service to a student’s directed school. This service is available to all students within the Board’s jurisdiction who qualify for this service in accordance with criteria as contained in the School Act of Alberta or as outlined in administrative practices.

## 2.0 GUIDELINES

2.1 The Board will provide transportation for all students enrolled in an education program, kindergarten to grade 4, who reside further than 1,200 meters from the school to which the board has directed the student to attend.

2.2 The Board will provide transportation service for all students enrolled in an education program, grade 5 - 12, who reside further than 1,600 meters from the school to which the student has been directed to attend.

2.3 A fee is charged for all kindergarten - grade 12 students accessing transportation. Transportation fees are reviewed annually and are approved by the Board.

2.4 Students residing closer to the school site than the distances as specified in Guidelines 2.1 or 2.2 of this policy may be provided with transportation service if space is available on an existing school bus route.

2.5 The Superintendent of Schools or designate shall ensure that sufficient resources are available to provide transportation service for students in accordance with Board policy.

2.6 The Manager of Transportation Services is directed by the Superintendent of Schools to maintain the administrative practices required by this policy.

References: *Admin Practice(s): Transportation 3 - Support Staff & Bus Riding Duties  
Transportation 5 - Student Transportation Services  
Transportation 11 – Student Transportation Fees*  
*School Act: Transportation 51(1)*



## 1.0 POLICY

- 1.1 The Board has established and operates a student transportation system to provide service to a student's directed school. This service is available to all students within the Board's jurisdiction who qualify for this service in accordance with criteria as contained in the School Act of Alberta or as outlined in administrative practices.
- 1.2 Transportation service will be provided on regular a.m. and p.m. school bus routes, for children enrolled in ECS programs operated by the Board.

## 2.0 GUIDELINES

- 2.1 The Board will provide transportation for all students enrolled in an education program, kindergarten to grade 4, who reside further than 1,200 meters from the school to which the board has directed the student to attend.
- 2.2 The Board will provide transportation service for all students whose residence is located further than 1600 meters from the school to which the student has been directed to attend.
- 2.3 Students residing closer to the school site than the distances as specified in Guidelines 1 or 2 of this policy may be provided with transportation service if space is available on an existing school bus route.
- 2.4 The Superintendent of Schools or designate shall ensure that sufficient resources are available to provide transportation service for students in accordance with Board policy.
- 2.5 The Director of Transportation Services is directed by the Superintendent of Schools to develop and maintain the administrative practices required by this policy.

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References: *Admin Practice(s): Transportation 3 – Support Staff & Bus Riding Duties*  
*Transportation 5 – Student Transportation Services*  
*School Act: Transportation 51(1)*



## Board Memorandum

Date: May 28, 2014  
To: Board of Trustees  
From: Committee of the Whole  
Subject: Non Resident Fee Schedule 2014-2015

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### **Background:**

Attached is a draft Non Resident Fee Schedule that was reviewed at the May 14, 2014 meeting of the Committee of the Whole.

### **Recommendation:**

That the Board of Trustees approve the Non Resident Fee Schedule for the 2014-2015 school year.

**STURGEON SCHOOL DIVISION**  
**FEE SCHEDULE FOR REGULAR and NON RESIDENT STUDENTS 2014-2015**

<b><u>ALBERTA EDUCATION REGULAR PROGRAM</u></b>				
<b><u>Regular Program Rates</u></b>	<b><u>Grade 1-3</u></b>	<b><u>Grade 4-6</u></b>	<b><u>Grade 7-9</u></b>	<b><u>Grade 10-12 (@35 CEU's)</u></b>
				<b><u>Tier 1</u></b>
Base Instruction	6,561.68	6,561.68	6,561.68	6,561.68 *
Class Size Base Rate	1,491.84	0.00	0.00	0 *
Socio-Economic Status	85.77	85.77	85.77	85.77
Equity of Opportunity - Base	101.00	101.00	101.00	101.00
Inclusive Education Student Rate	523.91	523.91	523.91	523.91
English as a Second Language **	1,178.10	1,178.10	1,178.10	1,178.10
First Nation, Metis and Inuit Education **	1,178.10	1,178.10	1,178.10	1,178.10
Plant Operations & Maintenance	795.30	795.30	751.18	755.38
<b>Total</b>	<b>11,915.70</b>	<b>10,423.86</b>	<b>10,379.74</b>	<b>10,383.94</b>
<b>ESL not applicable</b>	<b>10,737.60</b>	<b>9,245.76</b>	<b>9,201.64</b>	<b>9,205.84</b>
<b>Foreign Student (FNMI not applicable)</b>	<b>10,737.60</b>	<b>9,245.76</b>	<b>9,201.64</b>	<b>9,205.84</b>
<b>ESL AND FNMI not applicable</b>	<b>9559.50</b>	<b>8067.66</b>	<b>8023.54</b>	<b>8027.74</b>

<b><u>SPECIAL NEEDS CONGREGATED PROGRAM AND IDENTIFIED INTEGRATED STUDENTS</u></b>				
<b><u>Program</u></b>	<b><u>Program Cost</u></b>	<b><u>Basic Rate</u></b>	<b><u>Total Cost</u></b>	
	<b><u>Per Student</u></b>	<b><u>Per Student</u></b>	<b><u>Per Program</u></b>	<b><u>Per Student</u></b>
Severe Life Skills Program	30,158.75	11,915.70	<b>42,074.45</b>	
K and E and School Challenge Program	1,200.00	10,383.94	<b>11,583.94</b>	

Based on Actual Cost. Adjustments will occur depending on grade level and any additional services required.

\* Grade 10 - 12 may be reconciled based on courses enrolled in.

\*\* If applicable

**Note:** These amounts reflect the average cost and do not include the cost of additional services that may be unique to individual student programming. The cost of these services (if required) will be added to the fees identified above.

Transportation costs incurred on behalf of a sponsored student, as well as the transportation grant will also be taken into consideration where appropriate.



## Board Memorandum

Date: May 28, 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 May 14, 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 Bon Accord Community School for the 2014-2015 school year.

Between:

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

and

**The Town of Gibbons**

**Bon Accord Community School**

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LEASE AGREEMENT

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This Lease 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 202, Bon Accord Community School
- d. Rent: xxxxxxxx
- e. Term: xxxxxxxx
- f. Floor area of Premises: 675 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 Bon Accord Community School, 4715 – 57 Street, Bon Accord, Alberta (herein called the “Building”), Room 202, containing 675 square feet (herein called “the premises”). The Landlord agrees that the Tenant may have access to Room 202, times of such access to be determined solely by the Landlord.

#### **1.2 Term and Early Termination**

The term of the Lease is xxxxxxxxx

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 xxxxxxxxx

## **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 1<sup>st</sup> 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 cause 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: May 28, 2014  
To: Board of Trustees  
From: Committee of the Whole  
Subject: Lease Agreement – McCauley Community After School Care Association

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### **Background:**

Attached is a draft Lease Agreement with McCauley Community After School Care Association that was reviewed at the May 14, 2014 meeting of the Committee of the Whole.

### **Recommendation:**

That the Board of Trustees approve the Lease Agreement with McCauley Community After School Care Association for a Children Centre at Morinville Public School for the 2014-2015 school year.

Between:

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

and

**McCauley Community After School Care Association**

**Morinville Public School**

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LEASE AGREEMENT

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This Lease made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

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

and

**McCauley Community After School Care Association**  
(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: McCauley Community After School Care Association  
9624 – 108 Avenue  
Edmonton, AB T5H 1A4
- c. Building: Rooms 115 & attached vestibule & 110, Morinville Public School
- d. Rent: xxxxxxxx
- e. Term: xxxxxxxxxxxx
- f. Floor area of Premises: 94.761 m<sup>2</sup>
- g. Permitted Use of Premises: Children Centre, preference shall be given to students registered with Morinville Public School by August 1 of each school year.
- h. Hours of Operation: Between the hours of 6:00 a.m. and 6:00 p.m. Monday to Friday; 12 months of the year.



## 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 Morinville Public School, 10020 – 101 Avenue, Morinville, Alberta (herein called the “Building”) containing 94.761 m<sup>2</sup> as designated (herein called “the premises”). The Landlord agrees that the Tenant may have access to Rooms 115 & attached vestibule & 110, times of such access to be determined solely by the Landlord.

#### 1.2 Term and Early Termination

The term of the Lease is xxxxxxxxxx.

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 xxxxxxxxxxxxxxxx

## **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 Morinville Public School and Rooms 115 & 110. 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 Morinville Public 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 1<sup>st</sup> 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 unattached 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: McCauley Community  
After School Care Association  
9624 – 108 Avenue  
Edmonton, AB T5H 1A4

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 or its operation in St. Albert, 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 "A". 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

**McCauley Community After School Care Association**

Per: \_\_\_\_\_  
Signature Name and Position

\_\_\_\_\_  
Guarantor's Signature Name



## **SCHEDULE "A"**

### **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](http://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 Classrooms 115 & attached vestibule & 110, as directed by the Principal.
3. The security alarm system and the securing of Classrooms 115 & attached vestibule & 110 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 Classrooms 115 & attached vestibule & 110.

**NAME AND ADDRESS**

**TELEPHONE NUMBER**

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

5. The Tenant shall ensure that at all times the Classrooms 115 & attached vestibule & 110 are 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.





## Board Memorandum

Date: May 28, 2014  
To: Board of Trustees  
From: Committee of the Whole  
Subject: Lease Agreement – SIGIS Child Care Society

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### **Background:**

Attached is a draft Lease Agreement with SIGIS Child Care Society that was reviewed at the May 14, 2014 meeting of the Committee of the Whole.

### **Recommendation:**

That the Board of Trustees approve the Lease Agreement with SIGIS Child Care Society for a Children Centre at Sturgeon Heights School for the 2014-2015 school year.

Between:

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

and

**SIGIS Child Care Society**

**Sturgeon Heights School**

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LEASE AGREEMENT

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This Lease made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

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

and

**SIGIS Child Care Society**  
(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: SIGIS Child Care Society  
#1, 115 Larose Drive, St. Albert, AB T8N 2X7
- c. Building: Room 107 & 108, Sturgeon Heights School
- d. Rent: xxxxxx
- e. Term: xxxxxxxxxxxx
- f. Floor area of Premises: 198 metres
- g. Permitted Use of Premises: Children Centre
- h. Hours of Operation: Between the hours of 7:00 a.m. and 6:00 p.m. Monday to Friday; 12 months of the year.

## 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 Sturgeon Heights School, RR1, St. Albert, Alberta (herein called the "Building") containing 198 square metres as designated on Schedule "A" attached (herein called "the premises"). The Landlord agrees that the Tenant may have access to Room 107 & 108. The Tenant agrees that Room 108 is shared with Sturgeon Heights School. The Tenant will have access to Room 108 from 7:00 a.m. to 8:15 a.m. and from 3:15 p.m. to 6:00 p.m. From the hours of 8:15 a.m. to 3:15 p.m., Sturgeon Heights School will have access to Room 108.

#### 1.2 Term and Early Termination

The term of the Lease is xxxxxxxxxxxx.

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 xxxxxxxxx during the term;

The annual rent shall be paid xxxxxxxxxxxxxxxx



## **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**

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 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 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.

#### **3.3 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 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 1<sup>st</sup> 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: SIGIS Child Care Society  
#1, 115 Larose Drive  
St. Albert, AB T8N 2X7

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 or its operation in St. Albert, 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

**SIGIS Child Care Society**

Per: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Position

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Name





## Board Memorandum

Date: May 28, 2014

To: Board of Trustees

From: Committee of the Whole

Subject: Transportation Agreement - Aspen View Public School Division No. 78

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### **Background:**

At the May 14, 2014 Committee of the Whole meeting, the Board of Trustees referred the Transportation Agreement with the Aspen View Public School Division No. 78 to the May Board meeting.

Attached you will find the Draft Transportation Agreement with Aspen View Public School Division No. 78 for the 2014-2015 school year.

### **Recommendation:**

That the Board of Trustees approve the Transportation Agreement with Aspen View Regional Division No. 19 for the 2014-2015 school year.



# Student Transportation Agreement

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This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BETWEEN:

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

of the first part,

- and -

**The Board of Trustees of the  
Aspen View Public School Division No. 78**

of the second part.

WHEREAS the parties are required to provide transportation to students enrolled in schools within their Division in accordance with the provisions of the School Act, R.S.A. 2000, 1988 cS-3.1 s35 as amended:

AND WHEREAS the parties are desirous of entering into an agreement which will permit the fulfillment of these obligations;

NOW THEREFORE the parties hereto agree as follows:

1. Definitions

- 1.1 "School Act" where used in this agreement means the School Act, R.S.A. 2000, 1988 cS-3.1 s35 as amended from time to time.
- 1.2 "Students" where used in this agreement means individuals who are enrolled in a school or are required to attend school under Section 8 of the School Act and who have parents or guardians, as the case may be, who are residents of the Aspen View Public School Division No. 78, and shall include independent students as defined within the School Act all of whom attend schools operated by the Sturgeon School Division No. 24, and are in grades ECS to twelve inclusive.

2. Obligation to Transport

- 2.1 The Sturgeon School Division No. 24 shall provide transportation for only those students as mutually agreed to from time to time by the parties to this agreement, to and from schools located within the jurisdiction of the Sturgeon School Division No. 24, all in compliance with the applicable provisions of the School Act and any Regulations passed thereunder.

- 2.2 The Sturgeon School Division No. 24 shall provide transportation for students on all days when the schools of the Sturgeon School Division No. 24 are operational, except if such service is rendered impossible due to acts of God, strikes, wars, floods, fires or other such incidents which cannot reasonably be foreseen or provided against. In the event of any such incident occurring the parties acknowledge and agree that neither party shall be held responsible for any damages, delay or failure to perform caused by the Sturgeon School Division No. 24's inability to fulfill its obligations under this agreement.
- 2.3 The Sturgeon School Division No. 24 shall provide transportation facilities reasonably adequate for the purpose of safely conveying the students to and from the schools as required.
- 2.4 The Sturgeon School Division No. 24 shall provide adequate supervision for students using its transportation facilities.

### 3. Miscellaneous

- 3.1 The parties acknowledge and agree that transportation services shall continue to be provided by the Sturgeon School Division No. 24 for each of the students identified within Appendix 'A', to and from schools of the Sturgeon School Division No. 24 as set out in Appendix 'A'. All such students shall be counted in determining all applicable fees in accordance with Clause 4. In the event that any student included within Appendix "A" ceased to reside at the location described with the said Appendix, said student will no longer be eligible for transportation in accordance with the terms and conditions of this clause.

### 4. Provision of Information

- 4.1 The Sturgeon School Division No. 24 shall, from time to time, at the request of the Aspen View Public School Division No. 78, furnish to the Aspen View Public School Division No. 78 the names, grades and location of residences of students transported by the Sturgeon School Division No. 24.
- 4.2 The Sturgeon School Division No. 24 shall provide sufficient detail and supporting documentation to the Aspen View Public School Division No. 78, upon request, to allow the Aspen View Public School Division No. 78 to verify the calculations made under the fee section of this agreement in a timely manner

## 5. Indemnification

5.1 The transporting party shall at all times well and sufficiently indemnify and keep indemnified the Aspen View Public School Division No. 78 from and against all actions, proceedings, claims, costs, expenses, and demands of any nature in consequence of

5.1.1 bodily injury, sickness, disease or death sustained by students while riding in, boarding or alighting from any vehicle provided by the Sturgeon School Division No. 24, and

5.1.2 damage to, destruction or loss of property where such property was damaged, destroyed or lost while situate in any vehicle provided by the Sturgeon School Division No. 24 after having been brought upon such vehicle by students.

## 6. Only Agreement

6.1 This agreement cancels and supersedes all previous agreements regarding the transportation of students which were in existence between Sturgeon School Division No. 24 and Aspen View Public School Division No. 78.

## 7. Amendments

7.1 This agreement may be amended from time to time by the mutual written consent of both parties.

## 8. Term

8.1 This agreement shall continue in force for the 2014-2015 school year.

## 9. Binding Agreement

9.1 This agreement shall inure to the benefit of and be binding upon the parties hereto together with their respective successors and assigns.

## 10. Notice

10.1 Any notice required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party for whom it is intended if delivered and forwarded by registered, prepaid post at the following address:

**Sturgeon School Division No. 24**

9820 - 104 Street  
Morinville, Alberta  
T8R 1L8

**Aspen View Public School Division No. 78**

3600 - 48 Avenue  
Athabasca, Alberta  
T9S 1M8

or to such other address as either party may furnish to the other from time to time. Such notice shall be deemed to have been received within five (5) days after the date of such mailing.

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

**Aspen View Public School Division No. 78**

**Sturgeon School Division No. 24**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**APPENDIX 'A'**

**2014-2015 School Year**

The transportation by Sturgeon School Division No. 24 of the following Aspen View Public School Division No. 78 resident students during the 2014-2015 School Year is mutually agreed to by the parties to this agreement.

<u>NAME</u>	<u>ADDRESS</u>	<u>SCHOOL</u>	<u>GRADE</u>
Student "A"		Namao	9

Draft





## Board Memorandum

Date: May 28, 2014  
To: Board of Trustees  
From: Committee of the Whole  
Subject: Authorization of Junior High Locally Developed Option Courses

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### **Background:**

At the junior high level Alberta Education develops programs of study for required (core) subjects and a number of optional courses. Optional courses help students achieve the outcomes outlined in Alberta Education's statements of Vision, Mission and Basic Education. Also, optional courses reinforce learnings in language arts, mathematics, science and social studies, as well as address learnings in other subject areas.

Optional courses may also be locally developed/acquired and locally authorized by school authorities to provide instructional opportunities that complement provincially authorized programs.

Regulations and procedures for approval of locally developed/acquired courses at the junior high level have been developed somewhat similar to those at the high school level.

Following a review of option courses currently offered at the junior high level within Sturgeon School Division by junior high school administrators, proposals have been made to offer option courses that require approval as locally developed/acquired courses. Where a number of school administrators have proposed to offer a similar course, effort has been undertaken to develop one course that will accommodate all of the schools involved. It is also recommended that all courses be approved for use by all schools within Sturgeon to allow for greater flexibility at the school level.

Proposals for each course were included with the May 14<sup>th</sup> Committee of the Whole agenda package for presentation at the meeting.

### **Recommendation:**

That the Board of Trustees (re)approve the authorization of the following locally developed junior high school option courses for use in Division schools beginning September 2014.

- Academic Skill Building
- Exploring World Religions
- Fit for Life
- Leadership
- Sports Leadership
- Science Enrichment