



Board Meeting Agenda

April 24, 2013 – 4:30 p.m.

- 1. Call to Order**
- 2. Approval of Agenda**
 - 2.1 Additions to Agenda
 - 2.2 Approval of Agenda
- 3. Appointments**
- 4. Reading and Approving of Minutes**
 - 4.1 Amendment/Correction of Minutes
 - 4.2 Approval of Minutes of the Regular Meeting of March 27, 2013
- 5. Presentations**
 - 5.1 Learning Centres – Mr. M. Lockwood
 - 5.2 Healthy Interactions Report – Mr. D. Johnson, Mr. T. Holmes
- 6. Reports from Officers and Standing Committees**
 - 6.1 Superintendent of Schools
 - 6.2 Chief Deputy Superintendent
 - 6.3 Associate Superintendent, Student Services

- 6.4 Director of Curriculum & Instruction
- 6.5 Secretary Treasurer
- 6.6 Associate Superintendent, Human Resources
- 6.7 Chair's Report
- 6.8 Trustees' Reports
- 6.9 Alberta School Boards Association Representative
- 6.10 Public School Boards Association of Alberta Representative

7. New Business

- 7.1 Policy D/I/4 – School Budget Allocations
- 7.2 Policy E/III/6 – Supporting the Growth and Development of Staff
- 7.3 Policy G/II/2 – Health and Safety
- 7.4 Policy G/II/4 – Student Illness or Accident
- 7.5 Policy H/3 – Hazardous Materials
- 7.6 Policy I/5 – Suspension of School Bus Privileges
- 7.7 Policy I/9 Language Immersion Transportation Services
- 7.8 Policy I/10 – Cell Phone Use
- 7.9 Lease Agreement – Town of Bon Accord

7.10 Lease Agreement - Town of Gibbons

7.11 Lease Agreement – McCauley Community After
School Care Association

7.12 Lease Agreement – SIGIS Child Care Society

7.13 Non Resident Fee Schedule 2013-2014

8. Unfinished Business

9. Reports from Committees

9.1 Building

9.2 Finance & Human Resources

9.3 Education Policy

9.4 Advocacy Committee
- Board Advocacy Plan

9.5 Transportation

10. Notices of Motion

11. Information

12. Question Period

13. Requests for Information

14. Adjournment



**Minutes of the Meeting of
The Board of Trustees of
Sturgeon School Division No. 24
Held at Morinville on March 27, 2013**

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**Minutes of the Meeting of
The Board of Trustees of
Sturgeon School Division No. 24
Held at Morinville on March 27, 2013**

Roll Call

Present were Trustees Mr. Terry Jewell (Chair), Ms. Tracy Nowak (Vice Chair), Mr. Brent Gray, Mrs. Liz Kohle, Mr. Daryl Krieger; Mrs. Wendy Miller & Mrs. Shelley Porter; Mr. Gerry Schick (Chief Deputy Superintendent); Mr. Dave Johnson (Associate Superintendent, Human Resources);

Absent: Dr. Michèle Dick (Superintendent); Mrs. Karen Parasynchuk (Secretary Treasurer); Dr. Mary McGregor (Associate Superintendent, Student Services); Mr. Wolfgang Jeske (Director, Curriculum & Instruction).

Call to Order

The Chair called the meeting to order at 4:30 p.m.

Approval of Agenda

#43/2013 – Moved by Mrs. Porter that the agenda be approved.

CARRIED 7/0

Appointments

There were no appointments.

Approval of Minutes

#44/2013 - Moved by Mr. Krieger that the minutes of the Regular Meeting of February 27, 2013 be approved.

CARRIED 7/0

Presentations

There were no appointments.

Reports from Officers and Standing Committees

Superintendent of Schools

No report was provided.

Chief Deputy Superintendent of Schools

A written report was provided.

Associate Superintendent, Student Services

No report was provided.

Director of Curriculum & Instruction

No report was provided.

Secretary-Treasurer

No report was provided.

Associate Superintendent, Human Resources

No report was provided.

Chair's Report

A verbal report was provided.

Trustees' Reports

No reports were provided.

Alberta School Boards Association Representative

A verbal report was provided.

Public School Boards Association of Alberta Representative

No report was provided.

New Business**Policy C/1 – Organization Chart**

#45/2013 – Moved by Ms. Nowak that the Board of Trustees approve Policy C/1 Organization Chart with the following revision:

- 1.2 Add at the end “and as advised to the Board.”

CARRIED 7/0

Policy C/3 – School Councils

#46/2013 – Moved by Mr. Gray that the Board of Trustees approve C/3 – School Councils.

CARRIED 7/0

Policy D/III/7 – Attendance Areas

#47/2013 – Moved by Mrs. Kohle that the Board of Trustees approve Policy D/III/7 – Attendance Areas.

CARRIED 7/0

It was requested that Administration attach a map to the Administrative Practice. The map will show attendance boundaries and should be included in the references to the Policy and Administrative Practice. The map is to be brought to the May Committee of the Whole meeting.

Policy D/II/10 – Staff Meetings

#48/2013 – Moved by Mr. Krieger that the Board of Trustees approve Policy D/II/10 – Staff Meetings.

CARRIED 7/0

Policy D/II/11 – Agencies Interviewing Students at School

#49/2013 – Moved by Mrs. Kohle that the Board of Trustees approve Policy D/II/11 – Agencies Interviewing Students at School.

CARRIED 7/0

Policy H/2 – Caretaking Staff Allocations

#50/2013 – Moved by Mr. Jewell that the Board of Trustees refer Policy H/2– Caretaking Staff Allocations to the Building Committee for review.

CARRIED 7/0

Policy I/9 – Language Immersion Transportation Services

#51/2013 – Moved by Mr. Jewell that the Board of Trustees refer Policy I/9 – Language Immersion Transportation Services to the April Committee of the Whole meeting.

CARRIED 7/0

2013 – 2014 Instructional Material Fees

#52/2013 – Moved by Mrs. Miller that the Board of Trustees approve the Instructional Material Fees for the 2013-2014 school years as follows:

Elementary	\$55.00 per year
Junior High	\$67.00 per year
Senior High	\$55 per semester, or for those students in less than a 10 credit load, \$4.50 per credit

CARRIED 7/0

Approval of Locally Developed Course: *Exploring World Religions*

#53/2013 – Moved by Mrs. Miller that the Board of Trustees approve Locally Developed Course: Exploring World Religions.

CARRIED 7/0

Operational School Year Calendar, 2013-2014

#54/2013 – Moved by Ms. Nowak that the Board of Trustees approve the final consideration copy of the Operational School Year Calendar for 2013-2014.

CARRIED 7/0

Lease Agreement

#55/2013 – Moved by Mrs. Porter that the Board of Trustees approve the Lease Agreement for a one year term from September 1, 2013 to August 31, 2014.

CARRIED 7/0

By-Law 1-13, A By-Law to Establish Electoral Wards Within the Division

#56/2013 – Moved by Mr. Jewell that the Board of Trustees repeal By-Law 1-13, A By-Law to Establish Electoral Wards Within the Division.

CARRIED 7/0

By-Law 2-13, A By-Law to Establish Electoral Wards Within the Division

#57/2013 - Moved by Mr. Jewell that the Board of Trustees complete all three distinct separate readings of By-law 2-13, A By-Law to Establish Electoral Wards Within the Division, at the March 27, 2013 meeting.

CARRIED 7/0

Mr. Jewell presented By-Law 2-13, A By-Law to Establish Electoral Wards Within the Division for Trustee approval.

#58/2013 Moved by Mr. Jewell that By-Law 2-13, be read for the first time.

CARRIED 7/0

#59/2013 Moved by Mr. Jewell that By-Law 2-13, be read for the second time.

CARRIED 7/0

#60/2013 Moved by Mr. Jewell that By-Law 2-13, be read for the third time and passed on this 27th day of March, 2013.

CARRIED 7/0

Unfinished Business**Reports From Committees****Building**

No report was provided.

Finance & Human Resources

No report was provided.

Education Policy

A meeting is scheduled for April 10, 2013 @ 2:15 p.m.

Advocacy Committee

The Board Advocacy Plan will be included in the May Committee of the Whole Agenda.

Transportation

No report was provided.

Notices of Motion

There were no Notices of Motion.

Information

Namao School – Recipient of “Best School Modernization”

Received as information.

Question Period

No questions were raised.

Requests for Information.

There were no requests for information.

Close of Meeting

The Chair adjourned the meeting at 6:02 p.m.

Chair

Date

Secretary-Treasurer



Memorandum

Date: April 24, 2013
To: Public Board
From: Michele Dick
Superintendent
Subject: Superintendent's Report

Morinville Tennis Courts: Refurbishment

The Town of Morinville is interested in refurbishing the tennis courts located on the grounds of Morinville Public Elementary School. This project, if approved by the Board of Trustees, would begin in late April/early May with the removal of the present trees which surround the courts. This would be followed by treatment of the roots which have damaged the integrity of the court surface. Originally the Town had indicated they would replace the trees once the courts were resurfaced and the project completed. However, the funding for this particular aspect of the overall project has not been approved. In a recent discussion, the Town Manager indicated there could be monies available next year through the Town's Tree Project but this step has not been approved by Town Council. The Superintendent will provide further comments at the Public Board meeting.

Cooperative Bussing: Town of Morinville

The Superintendent will provide some verbal comments at the meeting regarding the status of this undertaking.

Electronic Reporting

At this time all Sturgeon Schools except Bon Accord Community School and Ochre Park will be moving to electronic reporting for SY 2013-2014. Principals have entered into discussions and consultations with staff and School Councils and reported good support for this undertaking. During this school year Redwater School piloted electronic reporting and surveys indicated a high level of satisfaction with this initiative. Parents requesting written reports will still be provided with this option.

Budget 2013-2014

Attached is a copy of an Open letter which was posted on the division website on April 12, 2013. The Superintendent will provide a verbal update during the Public Board meeting.

BOARD 6.1



April 12, 2013

RE: Budget 2013-2014

Given the recent budget announcements, administration and the Board of Trustees have carefully reviewed the implications for Sturgeon School Division. The government's summary of impact for each jurisdiction in Alberta is available at www.education.alberta.ca/admin/funding/2013jurisdictionfunding.aspx. This document provides a brief overview and changes for SY 2013-14 but clearly states that the funding levels for the coming year are projections only and may not reflect the amount actually paid to school jurisdictions.

It is important to note that the loss as a result of changes to the funding for Alberta Distance Learning (ALDC) courses and the specific impact of the reduction to Plant, Operations and Maintenance funding have not been included in the overall summary provided. Hence, we anticipate the government projected \$1.3 million reduction of funding for Sturgeon may be closer to \$1.5 million once all factors have been incorporated.

At this time, our Transportation Department is examining ways to address the approximately \$180,000 cut to our fuel contingency funding. In a similar fashion, our Operations & Maintenance Department is working on a plan to accommodate \$525,000 less in funding for SY 2013-2014. Finally, a further \$7-800,000 reduction will have to be managed within our Instructional Block.

In order to address our new funding reality for 2013-2014, we are reviewing each budget line and the implications associated with making changes and cuts to our supports and services. With such a significant overall reduction, we will be facing cuts to a number of areas in our jurisdiction, including staff positions. However, one constant throughout all our discussions is our division's commitment to students in the classroom and, as a result, every effort will be made to ensure the impact to students is minimized as much as possible.

In addition to the funding reductions associated with the coming school year, this year (2012-2013) we experienced cuts of approximately \$200,000, resulting in less in-year funding than previously indicated. After careful consideration, we have been able to absorb this loss through some changes to our Central Office budget lines.

The division's final 2013-2014 budget will be brought forward for Board's review and approval at the May Public Board meeting. In the interim, the Board has directed administration to continue with planning for 2013-2014 as per the recommendations provided.

Most significantly, this will involve a move towards covering our Inclusion/Special Education needs within the budget provided by Alberta Education for this area. This will result in a substantial reduction in the transfer of funding from the Instructional Block to our Inclusion/Special Ed. budget. Therefore, while we have maintained the targets established for our class sizes, there will be fewer dollars allocated to schools for Inclusion/Special Ed. supports. It is in this area, as well as Central Office, that our division will most likely see the greatest change including staffing reductions.

“...where great things are happening.”

April 12, 2013
Re: Budget Announcement
Page 2 of 2

There will also be other, less substantial although still significant reductions evidenced in our division funding formulas and Resource Allocation, the specifics of which will be solidified as we continue through our planning process.

As our planning continues throughout the months of April and May, more detailed and updated information will be provided. While we all acknowledge that these are challenging times it is important to stress that, in Sturgeon, we are working hard to provide the highest level of supports possible within our financial means.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Dick", written in a cursive style.

Dr. Michèle Dick, EdD
Superintendent of Schools

“...where great things are happening.”



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Gerry Schick, Chief Deputy Superintendent
Subject: Chief Deputy Superintendent's Report

Field Trips

Board Policy F/II/4, "Field Trips" and Administrative Practice Administration 5, "Field Trip Operational Procedures" require that "the principal must have the approval of the Superintendent for field trips that are overnight or exceed two (2) school days and/or are outside of the Province of Alberta". The Administrative Practice further stipulates that "the Board shall be provided, as information, all field trips that are overnight and/or out-of-province".

Overnight

Gibbons School

April 30 May 1, 2013 30 junior high students music students to Airdrie to attend a professional orchestra and band clinic.

Program Plan meetings

Program planning meetings have been held with each school principal to discuss program plans for the 2013 – 2014 school year. The process of following up those meetings regarding staffing, transfers, and hirings will now commence.

BOARD b.2



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Policy D/I/4 – *School Budget Allocations*

Background:

Please find attached Policy D/I/4 – *School Budget Allocations*. This policy was reviewed at the April 10, 2013 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve Policy D/I/4– *School Budget Allocations*.



EFFECTIVE: January 21, 1998

REVISED:

REVIEW:

1.0 POLICY

- 1.1 The Board believes that information regarding school based allocations should be available for regular review and input by staff and School Councils.

References: *Admin Practice(s):Financial Management 11*
Board Approved School Reporting Form



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Policy E/III/6 – Supporting Growth and Development of Staff

Background:

Policy E/III/6 – Supporting Growth and Development of Staff.

Recommendation:

That the Board of Trustees approve Policy E/III/6 – Supporting Growth and Development of Staff.



1.0 POLICY

1.1 The Board believes that staff benefits from opportunities to continue to develop skills and acquire knowledge in order to meet the needs of students.

2.0 GUIDELINES

2.1 The Board provides means for staff to continue their growth in meeting the needs of students.

2.2 The Board delegates responsibility to the Superintendent to maintain processes and Administrative Practices on staff development consistent with the Board’s mission and beliefs.

References: Admin Practice(s): *HRM14 - Teachers and Professional Development*
HRM 16 - Division Staff Development
HRM 30 – Supporting the Growth and Development of Professional Staff
HRM 31 – Supporting the Growth and Development of Support Staff
Information and Technology Management #: 1, 2, 4, 6, 7, 8, 9, 10, 11
Information and Technology Management Exhibit: 1 & 2

School Act:



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Policy G/II/2 – Health and Safety

Background:

Attached is Policy G/II/2 – Health and Safety.

Recommendation:

That the Board of Trustees approve Policy G/II/2 – Health and Safety.

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1.0 POLICY

- 1.1 The Board recognizes its responsibility for [1] providing such services and facilities that will maintain, if not enhance, the physical well-being of students and staff; and [2] awareness of and compliance with the Alberta Occupational Health and Safety Act, Code, and Regulations.

- 1.2 The Board further recognizes that this responsibility requires that it ensure that its staff, through the Superintendent, maintains Administrative Practices that:
 - 1.2.1 are aware of and understand health, safety and medical needs of students, and be prepared to treat these within the scope of first aid and other training provided;
 - 1.2.2 are aware of, trained and able to operate safety equipment in schools;
 - 1.2.3 are able to promptly contact emergency service providers when students or other staff require such attention;
 - 1.2.4 are aware of and observe recommendations and requirements of applicable government safety agencies;
 - 1.2.5 develop and maintain co-operative relationships with police, fire, hospital, and emergency service providers;
 - 1.2.6 establish and administer fire safety programs in each school and building;
 - 1.2.7 recognize and address the unique hazards and safety requirements in science labs;
 - 1.2.8 provide for and operate a safety-conscious student transportation system.
 - 1.2.9 provide an Emergency Preparedness Plan.

References: *Admin Practice(s): Administration 17 – Health and Safety School Act:*



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Policy G/II/4 – Student Illness or Accident

Background:

Please find attached Policy G/II/4 – Student Illness or Accident. This policy was reviewed at the April 10, 2013 meeting of the Committee of the Whole.

Please note revisions in Section 1.4.

Recommendation:

That the Board of Trustees approve Policy G/II/4 – Student Illness or Accident



1.0 POLICY

- 1.1 The Board recognizes that situations may arise where a student is injured or becomes ill. In some situations, where students remain at school, the school shall make a reasonable effort to contact the parent/guardian and to make the student comfortable.
- 1.2 The Board also recognizes that, in some instances, the health needs of the ill or injured student are best served by the transportation of such students to an appropriate medical facility.
- 1.3 The Board also recognizes that its employees will be called upon to determine the most appropriate mode of transporting ill or injured students.
- 1.4 ~~The Board~~ **Associate Superintendent, Student Services** ~~further recognizes its responsibility to establish guidelines and approved procedures which will enable employees to arrive at an appropriate determination~~ **shall maintain the administrative practices associated with this policy.**

References: *Admin Practice(s): SS 11 – Student Illness or Accident*
School Act:



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Policy H/3 – Hazardous Materials

Background:

Attached is Policy H/3 – Hazardous Materials.

Recommendation:

That the Board of Trustees approve Policy H/3 – Hazardous Materials.



1.0 POLICY

- 1.1 The Board believes that it has a responsibility to ensure that hazardous materials are safely used and stored by its employees.
- 1.2 The Board also believes that the use of hazardous materials by its employees shall be in accordance with the provincial guidelines and regulations.

2.0 GUIDELINES

- 2.1 The Superintendent or designate shall be responsible for the administration of the use and storage of hazardous materials as required by the Occupational Health and Safety Act, Code, and Regulations, and the School Act..

References: *Admin Practice(s): EFM 3 – Hazardous Materials*
School Act:
Occupational Health and Safety Act, Code and Regulations



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Policy I/5 – *Suspension of School Bus Privileges*

Background:

Please find attached Policy I/5 – *Suspension of School Bus Privileges*. This policy was reviewed at the April 10, 2013 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve Policy I/5– *Suspension of School Bus Privileges*.



EFFECTIVE: May 8, 2002

REVISED:

REVIEW:

1.0 POLICY

- 1.1 The Board believes that if it is to provide safe transportation service for its resident students that the behaviour of students who are passengers on school buses must be controlled and orderly at all times.
- 1.2 The Board further believes that students who misbehave while passengers on a school bus should be subject to disciplinary measures.

2.0 GUIDELINES

- 2.1 School bus drivers are in charge of the students at all times that they are on the bus and are responsible for the safety and welfare of these students.
- 2.2 Students who are school bus passengers have a responsibility to act in a proper and orderly manner at all times that they are passengers on the bus and are to respond promptly to all reasonable requests and directions of the school bus driver.
- 2.3 The principal of the school at which the student is in attendance has the authority and the responsibility to discipline a student who misbehaves while a passenger on a school bus.
- 2.4 The Manager, Transportation Services shall maintain the administrative practices associated with this policy.

References: *Admin Practice(s): Transportation 1 – Suspension of School Bus Privileges*
School Act:



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Policy I/9 – *Language Immersion Transportation Service*

Background:

Please find attached Policy I/9 – *Language Immersion Transportation Service*. This policy was reviewed at the April 10, 2013 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve Policy I/9– *Language Immersion Transportation Service*.



EFFECTIVE: January 28, 2004

REVISED:

REVIEW: Manager,
Transportation Services

1.0 POLICY

- 1.1 The Board recognizes that parents/guardians of resident students may choose to exercise their right to enroll their child(ren) in language immersion programs not offered in Sturgeon School Division.
- 1.2 The Board believes that it is appropriate to share resources that may be available to assist in providing transportation service for students to language immersion programs not offered in Sturgeon School Division.

2.0 GUIDELINES

- 2.1 Transportation service may be provided to a language immersion program not offered in Sturgeon School Division on a school bus operated by, or contracted to, Sturgeon School Division when the number of students requiring service warrants the provision of this service.
- 2.2 The Board may elect to provide the parents/guardians of the student with an allowance in lieu of the provision of transportation service.
- 2.3 The Manager, Transportation Services shall maintain the administrative practices associated with this policy.

References: *Admin Practice(s): Transportation 9 – Language Immersion Transportation Service*
School Act: Section 10 – Language of Instruction - French
Section 11 – Other Language of Instruction
Section 51 – Transportation
Section 52 – Transport by Parent



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Policy I/10 – Cell Phone Use

Background:

Attached is Policy I/10 – Cell Phone Use.

Recommendation:

That the Board of Trustees approve Policy I/10 – Cell Phone Use.



1.0 POLICY

- 1.1 The Board of Trustees believes that the safety of students and staff is a division priority. The Board requires the administration to implement regulations that promote student safety and protection for the students, staff, volunteer helpers, and the Division, and that comply with legislation.

References: *Admin Practice(s): Administration 16 – Cell Phone Use*
School Act:
Traffic Safety Amendment (Distracted Driver) Act



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Lease Agreement – Town of Bon Accord

Background:

Attached is a draft Lease Agreement with the Town of Bon Accord that was reviewed at the April 10, 2013 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with the Town of Bon Accord, Out of School Care Program.

Between:

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

and

The Town of Bon Accord

Bon Accord Community School

LEASE AGREEMENT

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This Lease made the _____ day of _____, 2013.

BETWEEN:

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

and

The Town of Bon Accord
(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 Bon Accord
Box 779
Bon Accord, AB T0A 0K0
- c. Building: Room 202, Bon Accord Community School
- d. Rent: The sum of xxxxx for the term.
- e. Term: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
- 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 xxxxxxxx.

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 xxxxx for the term;

The annual rent shall be paid xxxxxxxxxxxxxxxxxxxxxxxxxxxx

1.4 Taxes

1.4.1 The Tenant acknowledges that the Premises may not be exempt from assessment pursuant to the Municipal Taxation Act of Alberta. Subject to subparagraph 1.4.2, in the event realty taxes and assessments are levied, rated, charged, or assessed solely against the Premises, directly or indirectly as a result of the use, trade carried on or occupation of the Premises, the Tenant shall pay all such levies, rates, charges, or assessments upon their due date and shall provide evidence of such payment satisfactory to the Landlord.

1.4.2 In the event of the entire Building, or any portion thereof, for any reason whatsoever, should become subject to assessment, the Landlord, at its sole option, may terminate this Agreement.

1.5 Liabilities

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

1.6 Business Tax Levies

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

2.0 Repair

2.1 Repair by Tenant

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

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

2.2 Landlord Repair

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

2.3 Entry to Inspect

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

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

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

2.4 Destruction of Premises

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

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

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

3.0 Use of Premises

3.1 Use

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

3.1.1 Any waste upon or damage to the Premises;

3.1.2 A nuisance or other thing that might disturb the quiet enjoyment of any other tenants in the building or which unreasonably disturbs or interferes with or annoys any person; or

3.1.3 Any act or practice which may damage the Building;

and the Tenant shall not:

3.1.4 Permit or allow any odours, vapours, steam, water, vibrations, noises, or other undesirable effects to emanate from the Premises or any equipment or installation therein which, in the Landlord's opinion, are objectionable or cause any interference with the safety, comfort, or convenience of the Landlord or any occupants of the Building;

3.1.5 Permit the Premises to be used in any manner so as to constitute a hazard; or whether or not any of the foregoing nuisances or acts or conduct arises out of the use of the Premises for a purpose permitted by this Lease. If the Tenant is in default of any of the foregoing, the Tenant shall forthwith take such steps as are necessary to cure any such default.

3.2 Alcohol – Tobacco

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

3.3 Compliance with Laws

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

3.4 Zoning

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

4.0 Insurance and Indemnification

4.1 Tenant Insurance

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

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

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

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

4.2 Increase or Cancellation of Insurance

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

4.3 Indemnification of Landlord

Notwithstanding any other terms, covenants, and conditions contained in this Lease and except to the extent that the loss of life, personal injury, or damage to property referred to in this paragraph is 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 inure 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 Bon Accord
PO Box 779
Bon Accord, AB T0A 0K0

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 Bon Accord

Per: _____
Signature

Name and Position



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Lease Agreement – Town of Gibbons

Background:

Attached is a draft Lease Agreement with the Town of Gibbons that was reviewed at the April 10, 2013 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with the Town of Gibbons, Out of School Care Program.

Between:

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

and

The Town of Gibbons

Gibbons School

LEASE AGREEMENT

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This Lease Agreement made the _____ day of _____, 2013.

BETWEEN:

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

and

The Town of Gibbons
(the "Tenant")

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

Summary of Certain Basic Lease Provisions

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

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

Lease

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

1.1 Lease and the Premises

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

1.2 Term and Early Termination

XXXXXXXXXXXXXXXXXXXX

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

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

1.3 Rent

The Tenant will pay to the Landlord at Sturgeon School Division No. 24, 9820 – 1104 Street, Morinville, Alberta, or such other place the Landlord designates, without deduction or set-off, rent as follows:

1.3.1 XXXXXXXXXXXXX;

The annual rent shall be paid XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

1.4 Taxes

1.4.1 The Tenant acknowledges that the Premises may not be exempt from assessment pursuant to the Municipal Taxation Act of Alberta. Subject to subparagraph 1.4.2, in the event realty taxes and assessments are levied, rated, charged, or assessed solely against the Premises, directly or indirectly as a result of the use, trade carried on or occupation of the Premises, the Tenant shall pay all such levies, rates, charges, or assessments upon their due date and shall provide evidence of such payment satisfactory to the Landlord.

1.4.2 In the event of the entire Building, or any portion thereof, for any reason whatsoever, should become subject to assessment, the Landlord, at its sole option, may terminate this Agreement.

1.5 Liabilities

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

1.6 Business Tax Levies

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

2.0 Repair

2.1 Repair by Tenant

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

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

2.2 Landlord Repair

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

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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.

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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:

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- 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
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and the Tenant shall not:

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

10.0 Expropriation

10.1 Cancellation

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

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

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

11.0 Miscellaneous

11.1 Notice

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

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

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

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

11.2 Amendments

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

11.3 Registration

The Tenant will not register this Lease.

11.4 Successors and Assigns

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

11.5 Acceptance

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

11.6 Rules and Regulations

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

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

Sturgeon School Division No. 24

Per: _____

Board Chair

Secretary-Treasurer

Town of Gibbons

Per: _____

Signature

Name and Position



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Lease Agreement – McCauley Community After School Care Association

Background:

Attached is a draft Lease Agreement with McCauley Community After School Care Association that was reviewed at the April 10, 2013 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with McCauley Community After School Care Association.

Between:

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

and

McCauley Community After School Care Association

Morinville Public Elementary School

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 128, 129 & 110, Morinville Public Elementary School
- d. Rent: The sum of xxxxxxxx.
- e. Term: xxxxxxxxx.
- f. Floor area of Premises: 147.4 metres
- g. Permitted Use of Premises: Children Centre, preference shall be given to students registered with Morinville Public Elementary 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 Elementary School, 10020 – 101 Avenue, Morinville, Alberta (herein called the “Building”) containing 147.4 square metres as designated on Schedule “A” attached (herein called “the premises”). The Landlord agrees that the Tenant may have access to Rooms 128, 129 & 110, times of such access to be determined solely by the Landlord.

1.2 Term and Early Termination

XXXXXXXX

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 XXXXXXX

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 Elementary School and Rooms 128, 129 & 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 Elementary School, when required.

3.3 Alcohol – Tobacco

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

3.4 Compliance with Laws

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

3.5 Zoning

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

4.0 Assigning and Subletting

4.1 Consent Required

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

5.0 Insurance and Indemnification

5.1 Tenant Insurance

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

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

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

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

5.2 Increase or Cancellation of Insurance

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

5.3 Indemnification of Landlord

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

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

5.4 Loss and Damage

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

5.5 Landlord's Insurance

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

6.0 Use of Common Areas

6.1 Common Areas – Non-Exclusive Use

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

7.0 Alterations and Signs

7.1 Alterations and Changes by Tenant

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

7.2 Condition of Premises

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

7.3 Painting and Decorating

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

7.4 Tenant's Signs

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

7.5 Removal of Installations and Restoration by Tenant

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

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

7.6 Tenant to Discharge all Liens

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

8.0 Default of Tenant

8.1 Acceleration of Rent

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

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

8.2 Distress

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

8.3 Landlord's Performance of Tenant's Obligations

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

8.4 Waiver

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

9.0 Overholding

9.1 No Tacit Renewal

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

10.0 Landlord's Covenant

10.1 Quiet Possession

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

11.0 Expropriation

11.1 Cancellation

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

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

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

12.0 Miscellaneous

12.1 Notice

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

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

12.1.2 if to the Tenant as follows: 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, 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 known 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

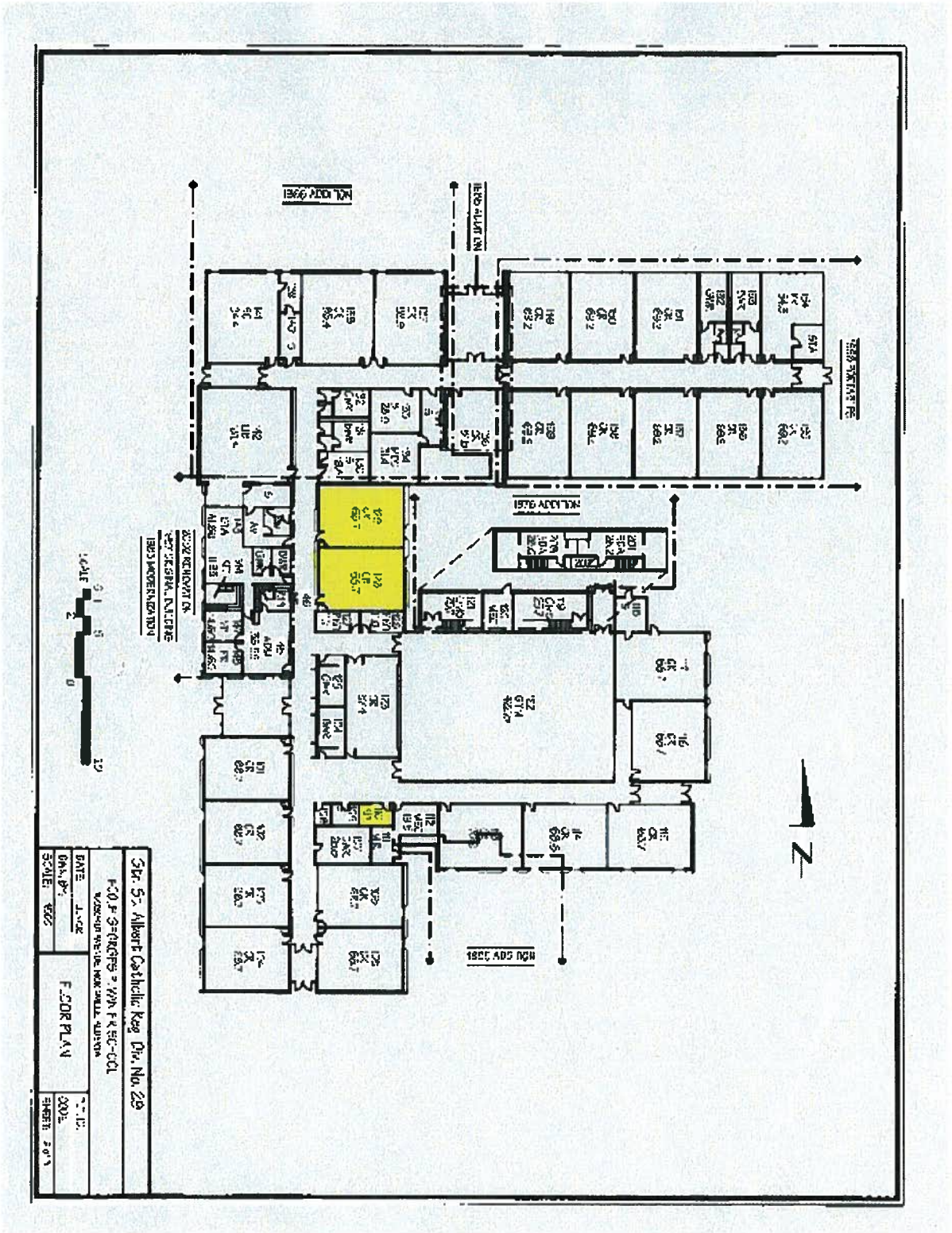
Per: _____
Board Chair Secretary-Treasurer

McCauley Community After School Care Association

Per: _____
Signature Name and Position

Guarantor's Signature Name

SCHEDULE "A"



SCHEDULE "B"

RULES AND REGULATIONS

1. The Tenant shall abide by Division Policies and Administrative Procedures as posted on the Division's website: www.sturgeon.ab.ca (Board / Policies / Admin Practices).
2. The Tenant shall be responsible for keeping, maintaining, and the setting of the security alarm system located in the School and for the securing of Classrooms 128, 129 & 110, as directed by the Principal.
3. The security alarm system and the securing of Classrooms 128, 129 & 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 128, 129 & 110.

NAME AND ADDRESS

TELEPHONE NUMBER

a.	_____	_____
b.	_____	_____
c.	_____	_____

5. The Tenant shall ensure that at all times the Classrooms 128, 129 & 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: April 24, 2013
To: Board of Trustees
From: Committee of the Whole
Subject: Lease Agreement – SIGIS Child Care Society

Background:

Attached is a draft Lease Agreement with SIGIS Child Care Society that was reviewed at the April 10, 2013 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with SIGIS Child Care Society.

Between:

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

and

SIGIS Child Care Society

Sturgeon Heights School

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 107A & 107B, Sturgeon Heights School
- d. Rent: xxxxxxxxxxxxxxxxx
- e. Term: xxxxxxxxxxxxxxxxx
- f. Floor area of Premises: 198 metres
- g. Permitted Use of Premises: Children Centre

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 107A & 107B, times of such access to be determined solely by the Landlord.

1.2 Term and Early Termination

The term of the Lease is xxxxxxxxxxxxxxxxxxxx

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

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

1.3 Rent

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

1.3.1 xxxxxxxxxxxxxxxx

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 1st day of the month following the payment by the Landlord.

5.2 Increase or Cancellation of Insurance

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

5.3 Indemnification of Landlord

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

5.4 Loss and Damage

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

5.5 Landlord's Insurance

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

6.0 Use of Common Areas

6.1 Common Areas – Non-Exclusive Use

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

7.0 Alterations and Signs

7.1 Alterations and Changes by Tenant

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

7.2 Condition of Premises

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

7.3 Painting and Decorating

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

7.4 Tenant's Signs

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

7.5 Removal of Installations and Restoration by Tenant

All alterations, additions, and improvements made by the Tenant during the term of this Lease or any prior lease become the property of the Landlord. No alteration, addition, or improvement will be removed from the Premises without the prior consent from the Landlord. Upon termination of this Lease the alterations, additions, and fixed improvements excepting the Tenant's 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: 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 known 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

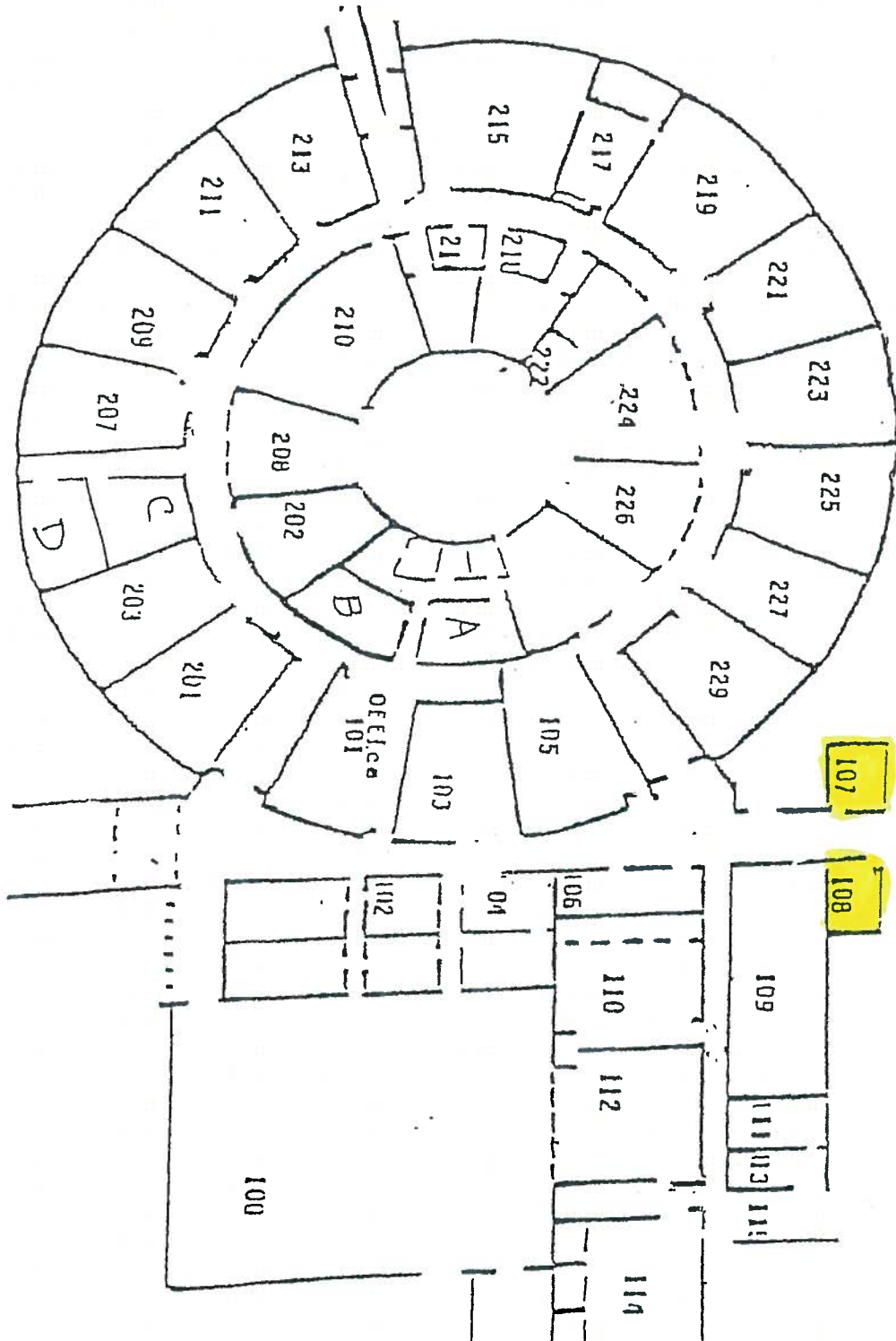
Per: _____
Signature

Name and Position

Guarantor's Signature

Name

SCHEDULE "A"



STURGEON HEIGHTS SCHOOL



Board Memorandum

Date: April 24, 2013
To: Board of Trustees
From: Karen Parasynchuk
Secretary Treasurer
Subject: Non Resident Fee Schedule 2013-2014

Attached is a schedule of the Alberta Education Funding Rates per pupil that would apply to a non resident student for a basic regular student and for special education program costs.

These figures were arrived at by looking at our actual costs incurred to offer these programs, and divided by the number of students who typically attend the programs.

After viewing non resident fees in several surrounding jurisdictions, these figures seem to be in the range of the other jurisdictions.

Recommendation:

That the Board of Trustees approve the 2013-2014 Non Resident Fee Schedule.

**STURGEON SCHOOL DIVISION
FEE SCHEDULE FOR REGULAR and NON RESIDENT STUDENTS 2013-2014**

<u>Regular Program Rates</u>	<u>ALBERTA EDUCATION REGULAR PROGRAM</u>			
	<u>Grade 1-3</u>	<u>Grade 4-6</u>	<u>Grade 7-9</u>	<u>Grade 10-12 (@35 CEU's)</u>
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
Base Instruction	6,561.68	6,561.68	6,561.80	6,561.80
Class Size Base Rate	1,462.59	0.00	0.00	431.55
Scio-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	56.10	56.10	56.10	56.10
First nation, Metis and Inuit Education**	589.05	1,178.10	1,178.10	1,178.10
IMR	186.62	186.62	186.62	186.62
Plant Operations & Maintenance	795.30	795.30	755.38	755.38
Total	9,838.11	8,964.57	8,924.77	10,141.72
				6,299.77

** if applicable

<u>SPECIAL NEEDS CONGREGATED PROGRAM AND IDENTIFIED INTEGRATED STUDENTS</u>			
<u>Program</u>	<u>Program Cost Per Student</u>	<u>Basic Rate Per Student</u>	<u>Total Cost Per Program Per Student</u>
Severe Life Skills Program	30,158.75	9,838.11	39,996.86
K and E Program	1,200.00	9,356.32	10,556.32
Based on Actual Cost			
Adjustments will occur depending on grade level and any additional services required.			

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.