



Board Meeting Agenda

May 27, 2015 – 4:30 p.m.

- 1. Call to Order**
- 2. Approval of Agenda**
 - 2.1 Additions to Agenda
 - 2.2 Approval of Agenda
- 3. Appointments**
 - 3.1 Mr. Kevin Mussieux, ATA update
- 4. Reading and Approving of Minutes**
 - 4.1 Amendment/Correction of Minutes
 - 4.2 Approval of Minutes of the Regular Meeting of April 22, 2015
- 5. Presentations**
- 6. Reports from Senior Administration**
 - 6.1 Superintendent of Schools
 - 6.2 Associate Superintendent, Education Services
 - 6.3 Secretary Treasurer
 - 6.4 Associate Superintendent, Human Resources & Leadership Support

7. Reports from Trustees and Standing Committees

- 7.1 Chair's Report
- 7.2 Trustees' Reports
- 7.3 Building
- 7.4 Finance & Human Resources
- 7.5 Education Policy
- 7.6 Advocacy
- 7.7 Transportation

8. Reports from Special Committees

- 8.1 Alberta School Boards Association Representative
- 8.2 Public School Boards Association of Alberta Representative

9. New Business

- 9.1 Policy D/II/4 – Non-Resident Students
- 9.2 Policy I/1 – Student Transportation Services
- 9.3 Policy I/9 – Language Immersion Transportation Service
- 9.4 Locally Developed Courses Approval –
Musical Theatre 15, 25 & 35

- 9.5 Lease Agreement – Town of Gibbons – Bon Accord Community School
- 9.6 Lease Agreement – Town of Gibbons – Gibbons School
- 9.7 Lease Agreement – McCauley Community After School Care Association – Morinville Public School
- 9.8 Lease Agreement – SIGIS Child Care Society – Sturgeon Heights School
- 9.9 Transportation Agreement – Aspen View Public School Division No. 78

10. Unfinished Business

11. Notices of Motion

12. Comment & Question Period

13.1 ATA; CUPE

13.2 Community Members

13.3 Media

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 April 22, 2015**

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**Minutes of the Meeting of
The Board of Trustees of
Sturgeon School Division No. 24
Held at Morinville on April 22, 2015**

Roll Call

Present were Trustees: Mr. Terry Jewell (Chair), Ms. Tracy Nowak (Vice Chair), Mrs. Misty Featherley; Mrs. Liz Kohle, Mrs. Wendy Miller, Mrs. Michelle Mychasiw, Mrs. Shelley Porter; Dr. Michèle Dick (Superintendent); Mr. Wolfgang Jeske (Associate Superintendent, Education Services); Mrs. Iva Paulik (Secretary Treasurer); Mr. Dave Johnson (Associate Superintendent, Human Resources & Leadership Support); Mrs. Ruth Kuik (Director of Curriculum & Instruction)

Dr. Michèle Dick left the meeting at 5:50 p.m.

Call to Order

The Chair called the meeting to order at 4:36 p.m.

Approval of Agenda

#035/2015 – Moved by Mrs. Miller that the agenda be approved.

CARRIED 7/0

Appointments

There were no appointments.

Approval of Minutes

#036/2015 - Moved by Mrs. Kohle that the minutes of the Regular Meeting of March 25, 2015 be approved.

CARRIED 7/0

Presentations

Gender Identification Policy

Dr. Kristopher Wells, Director of Programs and Services for the Institute of Sexual Minority Studies and Services, University of Alberta provided research information that has been developed with respect to policies and practices to support sexual and gender minority youth in schools.

Greater St. Albert Catholic Schools 150th Anniversary Gala

Noreen Radford provided information with respect to Greater St. Albert Catholic Schools 150th Anniversary Gala.

Dr. Michèle Dick left the meeting at 5:50 p.m.

Reports from Senior Administration

Superintendent of Schools

No report was provided.

Associate Superintendent, Education Services

No report was provided.

Secretary-Treasurer

No report was provided.

Associate Superintendent, Human Resources & Leadership Support

A verbal report was provided.

Reports from Officers and Standing Committees

Chair's Report

A written report was provided.

Trustees' Reports

Verbal reports were provided.

Building

No report was provided.

Finance & Human Resources

No report was provided.

Education Policy

A verbal report was provided.

Advocacy

No report was provided.

Transportation

No report was provided.

Reports from Special Committees

Alberta School Boards Association Representative

A verbal report was provided.

Public School Boards Association of Alberta Representative

A verbal report was provided.

New Business

Joint Use Agreement – Namao Community Agricultural Society

#037/2015–Moved by Ms. Nowak that the Board of Trustees approve the Joint Use Agreement with Namao Community Agricultural Society.

2015-2016 Transportation Fees

#038/2015 – Moved by Mrs. Kohle that the Board of Trustees approve 2015-2016 Transportation Fees as presented.

#039/2015 – Moved by Mrs. Miller that the Board of Trustees amend the 2015-2016 Transportation Fees Regular Rate by increasing the Early Bird Rates by \$50.

CARRIED 6/1

Opposed: Mrs. Porter

Transportation fees for the 2015-2016 school year:

	Early Bird Rates	Regular Rates
Headstart	\$100	\$150
Pre School Enrichment Program (PEP)	\$100	\$150
Kindergarten Full day	\$100	\$150
Kindergarten Half day (for students where noon transportation is available)	\$175	\$225
Eligible	\$175	\$225
Ineligible	\$200	\$250
Non Resident (students living outside of Sturgeon School Division)	\$250	\$300
School of Choice	\$200	\$250
Eligible Family Rate	\$525	\$675
Ineligible Family Rate	\$600	\$750
Non Resident Family Rate	\$750	\$900
School of Choice Family Rate (Family Rates apply to families with more than three students.)	\$600	\$750

#040/2015 – Moved by Mrs. Kohle that the Board of Trustees approve 2015-2016 Transportation Fees as amended.

CARRIED 6/1

Opposed: Mrs. Porter

Unfinished Business**Notices of Motion**

There were no Notices of Motion.

Comment & Question Period**ATA; CUPE**

No report was provided.

Community Members

No report was provided.

Media

No report was provided.

Requests for Information

There were no requests for information.

Close of Meeting

The Chair adjourned the meeting at 7:15 p.m.

Chair

Date

Secretary-Treasurer



Board Memorandum

Date: May 27, 2015
To: Board of Trustees
From: Wolfgang Jeske, Associate Superintendent, Education Services
Subject: Fieldtrip 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

Redwater School

June 3-4, 2015

23 junior high students to Jackson Lake (Lakeland Provincial Park) for an outdoor education trip.



Board Memorandum

Date: May 27, 2015
To: Board of Trustees
From: Iva Paulik, Secretary Treasurer
Subject: Secretary Treasurer's Report

Attached you will find the financial results for 2014-2015 as at April 30, 2015 (8 months results).

Sturgeon School Division No. 24		Budget Information		Actual Results		Forecast		Variances	
Results as of April 30, 2015		Finalized Budget 2014	Actual 8 Months	Forecasted to	% Finalized	% Forecast to			
		Presented to Board 2015	April 30, 2015	August 31, 2015	Budget	August 31, 2015			
REVENUES									
Alberta Education	58,553,124	58,387,379	39,681,701	58,680,769	68.0%	67.6%			
Other - Government of Alberta	412,972	412,972	355,022	412,972	86.0%	86.0%			
Federal Government	300,000	300,000	240,000	300,000	80.0%	80.0%	(1)		
Fees	1,515,916	1,521,785	1,250,339	1,521,785	82.2%	82.2%	(2)		
Other Sales and Services	318,208	318,208	305,300	318,208	95.9%	95.9%	(3)		
Investment Income	40,000	40,000	48,226	82,339	120.6%	58.6%			
Gifts and Donations	105,857	105,857	90,431	105,857	85.4%	85.4%			
Rental of Facilities	41,166	41,166	33,987	41,166	82.6%	82.6%			
Fundraising	328,795	328,795	219,175	328,795	66.7%	66.7%			
Amortization of capital contributions	1,472,321	1,472,321	981,547	1,472,321	66.7%	66.7%			
Other Revenues					0.0%	0.0%			
Total Revenues	63,088,359	62,928,483	43,205,728	63,264,212	68.66%	68.29%			
EXPENSES									
Instruction	48,453,765	48,511,819	32,027,276	48,655,694	66.0%	65.8%			
Plant operations and maintenance	6,638,751	6,638,751	4,230,792	6,638,751	63.7%	63.7%	(4)		
Transportation	5,565,296	5,493,476	4,140,988	5,493,476	75.4%	75.4%	(5)		
Administration	2,298,505	2,298,505	1,362,386	2,298,505	59.3%	59.3%			
External services	80,475	80,475	46,595	80,475	57.9%	57.9%			
Total Expenses	63,036,792	63,023,026	41,808,036	63,166,901	66.34%	66.19%			
2014-2015 Surplus/(Deficit)		51,567	(94,543)	1,397,692	TARGET %	66.67%			

Assumptions

Revenues and Expenses for 8 months	1,157,926	(or based on last years revenues/enrolments)
School Generated Funds estimated	248,000	System Admin & Board, Centrally Administered Costs
AB Education revenues include certain grants still based on last year's results (PUF, CEUs, SSBN, Transportation)	(8,233)	assuming no change in est.revenues and budg.spending

Notes

- (1) - Based on 10 months invoicing
- (2) - SGF fees estimated and larger portion of IMF fees collected upfront
- (3) - Other Sales and Service fees mostly collected upfront
- (4) - PO&M without IMR is at 63.2% of the budgeted expenses
- (5) - Transportation expenses higher than budgeted due to contractors costs being paid over 10 months rather than 12 months.



Board Memorandum

Date: May 27, 2015
To: Board of Trustees
From: Committee of the Whole
Subject: Policy D/II/4 – *Non-Resident Students*

Background:

Policy D/II/4 – *Non-Resident Students* was brought to the attention of Committee of the Whole with revisions suggested.

Recommendation:

That the Board of Trustees approve the attached Policy D/II/4 – *Non-Resident Students*.



1.0 POLICY

- 1.1 The Board believes that the Sturgeon school system was established to provide an education for students who are residents of this system (as defined by the School Act).
- 1.2 The Board also believes that students who attend regular programs who do not reside in this system, hereinafter called non-resident students, may be permitted to attend Division schools if:
 - 1.2.1 there is room in the school;
 - 1.2.2 there are appropriate programs and resources available;
 - 1.2.3 where appropriate funding is not available, arrangements are made for the payment of any student tuition fees.
 - 1.2.4 students who are not residents of Alberta produce a valid student Canadian visa or be a resident of Canada.
- 1.3 The Board also believes that the registration of non-resident students should be reviewed on an annual (school year) basis.

2.0 GUIDELINES

- 2.1 The Board will maintain a schedule of non-funded student tuition fees.
- 2.2 The Superintendent is responsible for the administration of this policy.

References: Board Policy: *1/8 – Non-Resident Student Transportation*
Admin Practice(s): *Administration 8 – Non-Residential Students*
Administration 9 – Non-Resident Students and Fees
Transportation 4 – Non-Resident/Non-Attendance Area Busing Request
School Act:



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 - 1.2.1 there is room in the school;
 - 1.2.2 there are appropriate programs and resources available;
 - 1.2.3 where appropriate funding is not available, arrangements are made for the payment of any student tuition fees.
 - 1.2.4 students who are not residents of Alberta must produce a valid student Canadian visa or be a resident of Canada.
- 1.3 The Board also believes that the registration of non-resident students should be reviewed on an annual (school year) basis.

2.0 GUIDELINES

- 2.1 The Board will ~~establish~~ maintain a schedule of non-funded student tuition fees.
- 2.2 The Superintendent is responsible for the administration of this policy.

References: Board Policy: *I/8 – Non-Resident Student Transportation*
Admin Practice(s): *Administration 8 – Non-Residential Students*
Administration 9 – Non-Resident Students and Fees
Transportation 4 – Non-Resident/Non-Attendance Area Busing Request
School Act:



Board Memorandum

Date: May 27, 2015
To: Board of Trustees
From: Committee of the Whole
Subject: Policy I/I – *Student Transportation Services*

Background:

Please find attached Policy I/I – *Student Transportation Services*. This policy was reviewed at the May 13, 2015 meeting of the Committee of the Whole.

Recommendation:

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



1.0 POLICY

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

2.0 GUIDELINES

- 2.1 Transportation service will be provided on regular morning and afternoon school bus routes. Early Childhood and ECS students enrolled in half day programs operated by the Board may be provided with transportation services at noon based on available resources.
- 2.2 The Board will provide transportation for all students enrolled in an education program, Early Childhood Services to grade 4, who reside further than 1,200 meters from the school to which the board has directed the student to attend.
- 2.3 The Board will provide transportation service for all students enrolled in an education program, grade 5 - 12, who reside further than 2,400 meters from the school to which the student has been directed to attend.
- 2.4 A fee is charged for all kindergarten - grade 12 students accessing transportation. Transportation fees are reviewed annually and are approved by the Board.
- 2.5 Students residing closer to the school site than the distances as specified in Guidelines 2.2 or 2.3 of this policy may be provided with transportation service if space is available on an existing school bus route.
- 2.6 The Superintendent of Schools or designate shall ensure that sufficient resources are available to provide transportation service for students in accordance with Board policy.
- 2.7 The Manager of Transportation Services is directed by the Superintendent of Schools to maintain the administrative practices required by this policy.

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



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- 2.1 Transportation service will be provided on regular morning and afternoon school bus routes. Early Childhood and ECS students enrolled in half day programs operated by the Board may be provided with transportation services at noon based on available resources.
- 2.2 The Board will provide transportation for all students enrolled in an education program, kindergarten to grade 4, who reside further than 1,200 meters from the school to which the board has directed the student to attend.
- 2.3 The Board will provide transportation service for all students enrolled in an education program, grade 5 - 12, who reside further than 1,600 meters from the school to which the student has been directed to attend.
- 2.4 A fee is charged for all kindergarten - grade 12 students accessing transportation. Transportation fees are reviewed annually and are approved by the Board.
- 2.5 Students residing closer to the school site than the distances as specified in Guidelines 2.1 or 2.2 of this policy may be provided with transportation service if space is available on an existing school bus route.
- 2.6 The Superintendent of Schools or designate shall ensure that sufficient resources are available to provide transportation service for students in accordance with Board policy.
- 2.7 The Manager of Transportation Services is directed by the Superintendent of Schools to maintain the administrative practices required by this policy.

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



Board Memorandum

Date: May 27, 2015
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 May 13, 2015 meeting of the Committee of the Whole.

Recommendation:

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



1.0 POLICY

- 1.1 The Board recognizes that parents/guardians may choose to exercise their right to enroll their child(ren) in language immersion programs located outside of Sturgeon School Division.
- 1.2 The Board believes that it is appropriate to share resources that may be available to assist in providing financial assistance for students to language immersion programs.

2.0 GUIDELINES

- 2.1 The Board may elect to provide the parents/guardians of the student with an allowance in lieu of the provision of transportation service.
- 2.2 The Director of Transportation Services is directed by the Superintendent of Schools to develop and maintain the administrative practices required by this policy.

References: *Admin Practice(s): Transportation 9 – Language Immersion Transportation Service*
School Act:



1.0 POLICY

- 1.1 The Board recognizes that parents/guardians may choose to exercise their right to enroll their child(ren) in language immersion programs located outside of 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.

2.0 GUIDELINES

- 2.1 Transportation service may be provided to a language immersion program on a school bus operated by, or contracted to, Sturgeon School Division when the number of students requiring service warrant the provision of this service.
- 2.2 When the number of students from an attendance area does not support the total cost of school bus transportation, service may be provided with parents/guardians supplementing the unsupported cost for the provision of service.
- 2.3 The Board may elect to provide the parents/guardians of the student with an allowance in lieu of the provision of transportation service.
- 2.4 The Director of Transportation Services is directed by the Superintendent of Schools to develop and maintain the administrative practices required by this policy.

References: *Admin Practice(s): Transportation 9 – Language Immersion Transportation Service*
School Act:



Board Memorandum

Date: May 27, 2015
To: Board of Trustees
From: Committee of the Whole
Subject: **Locally Developed Courses Approval –**

Musical Theatre 15, 25, 35 (5 credits) acquired from Calgary Roman Catholic Separate School District No. 1

Background:

The course descriptions for the above noted locally developed courses were provided to the Committee of the Whole. The next step in this process is to receive Board approval for this authorization.

Recommendation:

That the Board of Trustees approve the locally developed courses **Musical Theatre 15, 25, 35** for 3 or 5 credits acquired from Calgary Roman Catholic Separate School District No. 1 to be authorized as courses of study within Sturgeon School Division from September 1, 2014 to August 31, 2016 using the listed resources as per the course outline.



Board Memorandum

Date: May 27, 2015
To: Board of Trustees
From: Committee of the Whole
Subject: Lease Agreement – Town of Gibbons – Bon Accord Community School

Background:

Attached is a draft lease agreement with the Town of Gibbons for an out of school care program at Bon Accord Community School for the 2015-2016 school year. This lease agreement was reviewed at the May 13, 2015 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with the Town of Gibbons for an out of school care program at Bon Accord Community School for the 2015-2016 school year.

Between:

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

and

The Town of Gibbons

Bon Accord Community School

LEASE AGREEMENT

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This Lease made the _____ day of _____, 2015.

BETWEEN:

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

and

The Town of Gibbons
(the "Tenant")

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

Summary of Certain Basic Lease Provisions

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

- a. Address of Landlord: Sturgeon School Division No. 24
9820 – 104 Street
Morinville, Alberta
T8R 1L8
- b. Address of Tenant: Town of Gibbons
Box 68
Gibbons, AB T0A 1N0
- c. Building: Room 202, Bon Accord Community School
- d. Rent: xxxxxxxxx.
- e. Term: xxxxxxxxx
- 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 xxxxxxxxxx.

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

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

1.3 Rent

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

1.3.1 xxxxxxxx;

1.4 Taxes

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

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

1.5 Liabilities

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

1.6 Business Tax Levies

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

2.0 Repair

2.1 Repair by Tenant

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

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

2.2 Landlord Repair

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

2.3 Entry to Inspect

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

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

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

2.4 Destruction of Premises

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

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

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

3.0 Use of Premises

3.1 Use

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

- 3.1.1 Any waste upon or damage to the Premises;

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

- 3.1.3 Any act or practice which may damage the Building;

and the Tenant shall not:

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

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

3.2 Alcohol – Tobacco

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

3.3 Compliance with Laws

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

3.4 Zoning

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

4.0 Insurance and Indemnification

4.1 Tenant Insurance

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

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

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

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

4.2 Increase or Cancellation of Insurance

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

4.3 Indemnification of Landlord

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

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

4.4 Loss and Damage

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

4.5 Landlord's Insurance

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

5.0 Use of Common Areas

5.1 Common Areas – Non-Exclusive Use

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

6.0 Alterations and Signs

6.1 Alterations and Changes by Tenant

The Tenant shall make no alterations to the Premises.

6.2 Condition of Premises

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

6.3 Tenant's Signs

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

7.0 Default of Tenant

7.1 Landlord's Performance of Tenant's Obligations

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

8.0 Overholding

8.1 No Tacit Renewal

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

9.0 Landlord's Covenant

9.1 Quiet Possession

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

10.0 Expropriation

10.1 Cancellation

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

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

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

11.0 Miscellaneous

11.1 Notice

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

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

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

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

11.2 Amendments

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

11.3 Registration

The Tenant will not register this Lease.

11.4 Successors and Assigns

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

11.5 Acceptance

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

11.6 Rules and Regulations

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

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

Sturgeon School Division No. 24

Per: _____
Board Chair

Secretary-Treasurer

Town of Gibbons

Per: _____
Signature

Name and Position



Board Memorandum

Date: May 27, 2015
To: Board of Trustees
From: Committee of the Whole
Subject: Lease Agreement – Town of Gibbons – Gibbons School

Background:

Attached is a draft lease agreement with the Town of Gibbons for an out of school care program at Gibbons School for the 2015-2016 school year. This lease agreement was reviewed at the May 13, 2015 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with the Town of Gibbons for an out of school care program at Gibbons School for the 2015-2016 school year.

Between:

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

and

The Town of Gibbons

Gibbons School

LEASE AGREEMENT

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This Lease Agreement made the _____ day of _____, 2015.

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: xxxxxx.
- e. Term: xxxxxx.
- f. Floor area of Premises: 900 square feet
- g. Permitted Use of Premises: Out of School Care Program

Lease

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

1.1 Lease and the Premises

The Landlord leases to the Tenant a portion of a building known as the Gibbons School, 4908 – 51 Avenue, Gibbons, Alberta (herein called the “Building”), Room 007, containing 900 square feet (herein called “the premises”). The Landlord agrees that the Tenant may have access to Room 006, times of such access to be determined solely by the Landlord.

1.2 Term and Early Termination

The term of the Lease is xxxxxx.

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 xxxxxx

1.4 Taxes

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

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

1.5 Liabilities

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

1.6 Business Tax Levies

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

2.0 Repair

2.1 Repair by Tenant

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

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

2.2 Landlord Repair

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

2.3 Entry to Inspect

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

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

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

2.4 Destruction of Premises

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

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

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

3.0 Use of Premises

3.1 Use

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

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

and the Tenant shall not:

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

3.2 Alcohol – Tobacco

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

3.3 Compliance with Laws

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

3.4 Zoning

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

4.0 Insurance and Indemnification

4.1 Tenant Insurance

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

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

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

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

4.2 Increase or Cancellation of Insurance

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

4.3 Indemnification of Landlord

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

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

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

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

Sturgeon School Division No. 24

Per: _____
Board Chair

Secretary-Treasurer

Town of Gibbons

Per: _____
Signature

Name and Position



Board Memorandum

Date: May 27, 2015

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 for a children centre at Morinville Public School. This lease agreement was reviewed at the May 13, 2015 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the Lease Agreement with McCauley Community After School Care Association for a children centre at Morinville Public School for the 2015-2016 school year.

Between:

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

and

McCauley Community After School Care Association

Morinville Public School

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This Lease made the _____ day of _____, 20__.

BETWEEN:

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

and

McCauley Community After School Care Association
(the "Tenant")

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

Summary of Certain Basic Lease Provisions

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

- a. Address of Landlord: Sturgeon School Division No. 24
9820 – 104 Street
Morinville, Alberta
T8R 1L8
- b. Address of Tenant: McCauley Community After School Care Association
9624 – 108 Avenue
Edmonton, AB T5H 1A4
- c. Building: Rooms 115 & attached vestibule & 110, Morinville Public School
- d. Rent: xxxxxx.
- e. Term: xxxxxx.
- f. Floor area of Premises: 94.761 m²
- g. Permitted Use of Premises: Children Centre, preference shall be given to students registered with Morinville Public School by August 1 of each school year.
- h. Hours of Operation: Between the hours of 6:00 a.m. and 6:00 p.m. Monday to Friday; 12 months of the year.

Lease

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

1.1 Lease and the Premises

The Landlord leases to the Tenant a portion of a building known as the Morinville Public School, 10020 – 101 Avenue, Morinville, Alberta (herein called the “Building”) containing 94.761 m² as designated (herein called “the premises”). The Landlord agrees that the Tenant may have access to Rooms 115 & attached vestibule & 110, times of such access to be determined solely by the Landlord.

1.2 Term and Early Termination

The term of the Lease is xxxxxx.

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 xxxxxx

1.4 Taxes

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

1.5 Liabilities

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

1.6 Excess Usage

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

1.7 Business Tax Levies

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

2.0 Repair

2.1 Repair by Tenant

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

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

2.2 Landlord Repair

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

2.3 Entry to Inspect

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

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

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

2.4 Destruction of Premises

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

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

3.0 Use of Premises

3.1 Use

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

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

and the Tenant shall not:

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

3.2 Access

The Division shall provide to the Tenant appropriate keys to access Morinville Public School and Rooms 115 & 110. The number of keys shall be as requested by the Tenant and the Tenant will be responsible for the safe custody and control of all keys.

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

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

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

3.3 Alcohol – Tobacco

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

3.4 Compliance with Laws

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

3.5 Zoning

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

4.0 Assigning and Subletting

4.1 Consent Required

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

5.0 Insurance and Indemnification

5.1 Tenant Insurance

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

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

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

Each insurance policy will name the Landlord as an additional named insured or contain a waiver of the right of subrogation against the Landlord and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord 15 days prior written notice. The Tenant will deliver the Landlord copies or certificates of the policies. If the Tenant fails to take out or keep in force any policy of insurance required, the Landlord may do so and pay the premium and the Tenant will pay to the Landlord the amount so paid as additional rent on the 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: McCauley Community
After School Care Association
9624 – 108 Avenue
Edmonton, AB T5H 1A4

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

12.2 Amendments

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

12.3 Registration

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

12.4 Successors and Assigns

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

12.5 Acceptance

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

12.6 Rules and Regulations

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

13.0 Guarantee

13.1 Guarantee

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

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

SCHEDULE "A"

RULES AND REGULATIONS

1. The Tenant shall abide by Division Policies and Administrative Procedures as posted on the Division's website: www.sturgeon.ab.ca (Board / Policies / Admin Practices).
2. The Tenant shall be responsible for keeping, maintaining, and the setting of the security alarm system located in the School and for the securing of Classrooms 115 & attached vestibule & 110, as directed by the Principal.
3. The security alarm system and the securing of Classrooms 115 & attached vestibule & 110 shall be carried out in a manner specified by the Division from time to time.
4. The Tenant shall designate the following three individuals as being its agents for the purpose of allowing the Division to contact and make directions to the Tenant concerning the security alarm system and the securing of Classrooms 115 & attached vestibule & 110.

NAME AND ADDRESS

TELEPHONE NUMBER

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

5. The Tenant shall ensure that at all times the Classrooms 115 & attached vestibule & 110 are properly locked and secured including the closing and locking of doors and windows and the security alarm system shall be turned on and functioning when the School is not being occupied.
6. The Tenant shall be responsible for any costs incurred by the Division in the event the Tenant fails to comply with these rules and regulations and shall pay all such costs immediately upon request by the Division and such costs shall be deemed as rent.



Board Memorandum

Date: May 27, 2015
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 for a children centre at Sturgeon Heights School. This lease agreement was reviewed at the May 13, 2015 meeting of the Committee of the Whole.

Recommendation:

That the Board of Trustees approve the lease agreement with SIGIS Child Care Society for a children centre at Sturgeon Heights School for the 2015-2016 school year.

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 107 & 108, Sturgeon Heights School
- d. Rent: xxxxxx.
- e. Term: xxxxxx
- f. Floor area of Premises: 198 metres
- g. Permitted Use of Premises: Children Centre
- h. Hours of Operation: Between the hours of 7:00 a.m. and 6:00 p.m. Monday to Friday; 12 months of the year.

Lease

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

1.1 Lease and the Premises

The Landlord leases to the Tenant a portion of a building known as the Sturgeon Heights School, 50 Hogan Road, St. Albert, Alberta (herein called the "Building") containing 198 square metres as designated on Schedule "A" attached (herein called "the premises"). The Landlord agrees that the Tenant may have access to Room 107 & 108. The Tenant agrees that Room 108 is shared with Sturgeon Heights School. The Tenant will have access to Room 108 from 7:00 a.m. to 8:15 a.m. and from 3:15 p.m to 6:00 p.m. From the hours of 8:15 a.m. to 3:15 p.m., Sturgeon Heights School will have access to Room 108.

1.2 Term and Early Termination

The term of the Lease is xxxxxx.

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 xxxxxx

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 unafixed appliances, furniture and similar materials will remain the property of the Landlord, but the Tenant will remove all or some of the alterations, additions, and fixed improvements if and to the extent requested by the Landlord and restore the Premises to the condition existing prior to the Tenant installing the alterations, additions, and improvements pursuant to this Lease or any prior lease. If the Tenant fails to remove its fixtures they shall become the property of the Landlord. If the Tenant in removing its fixtures damages the Premises, it shall repair such damage.

7.6 Tenant to Discharge all Liens

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

8.0 Default of Tenant

8.1 Acceleration of Rent

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

- 8.1.1 If the rent or any other sum payable as rent is not paid on the due date;
- 8.1.2 If the Premises become vacant or unoccupied;
- 8.1.3 If any goods or equipment of the Tenant are taken in execution or attachment;
- 8.1.4 If a writ execution is issued against the goods or equipment of the Tenant;

8.1.5 If the Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of its creditors or takes the benefit of any Act in force for bankrupt or insolvent creditors or makes a proposal under the Bankruptcy Act;

8.1.6 If the Tenant fails to observe one or more of the covenants or terms of this Lease and such default continues for 15 days after notice (or in case of a default which cannot with due diligence be cured within a period of 15 days, the Tenant fails to proceed promptly after the giving of such notice to cure the same).

8.2 Distress

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

8.3 Landlord's Performance of Tenant's Obligations

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

8.4 Waiver

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

9.0 Overholding

9.1 No Tacit Renewal

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

10.0 Landlord's Covenant

10.1 Quiet Possession

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

11.0 Expropriation

11.1 Cancellation

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

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

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

12.0 Miscellaneous

12.1 Notice

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

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

12.1.2 if to the Tenant as follows: SIGIS Child Care Society
#1, 115 Larose Drive
St. Albert, AB T8N 2X7

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

12.2 Amendments

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

12.3 Registration

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

12.4 Successors and Assigns

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

12.5 Acceptance

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

12.6 Rules and Regulations

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

13.0 Guarantee

13.1 Guarantee

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

- 13.1.1 If any time default shall be made on the part of the Tenant in the payment of any monies from time to time owing under the terms of this Lease, whether as rent or otherwise howsoever, the Guarantor will on demand pay to the Landlord the whole of such monies including interest which shall then be due to the Landlord as aforesaid;
- 13.1.2 If any time there should be a breach on the part of the Tenant of any other covenant on its part contained in this Lease, other than the covenants to pay rent and other sums, the Guarantor will upon the request of the Landlord cause such breach to be remedied within a reasonable time;
- 13.1.3 The Guarantor will indemnify and save the Landlord harmless against all losses of rents and any other monies payable under the terms of this Lease and against all losses, costs, damages, charges and expenses whatsoever which the Landlord may incur by reason of any default on the part of the Tenant;
- 13.1.4 The liability of the Guarantor as surety under this agreement shall not be impaired or discharged by reason of any time or other indulgences granted by the landlord to the Tenant, or by any variation in the terms of the Lease or by any other thing whatsoever which under the law relating to sureties

would, but for this provision, have the effect of releasing the Guarantor, to the intent that the Guarantor shall be liable as if they were principal debtors and not a surety;

- 13.1.5 The Landlord shall not be bound to commence or exhaust any of its remedies against the Tenant or any other part or under any security it may hold before requiring payment from the Guarantor and the Landlord may enforce the various remedies available to it and may realize upon the various securities held by this or any part thereof in such order as the Landlord may determine;
- 13.1.6 That this Guarantee shall remain in full force and effect notwithstanding any assignment or subletting by the Tenant or by a transfer by the Landlord of its interest under this Lease;
- 13.1.7 Any demand upon or request of the Guarantor hereunder shall be in writing and shall be conclusively deemed to have been received by the addressee on the third day following mailing at any Post Office in Canada of such demand or request in a postage prepaid envelope addressed to the Guarantor at their address last know to the Landlord;
- 13.1.8 This agreement shall be a continuing Guarantee and shall bind the successors and assigns of the Guarantor and the benefits thereof shall pass to the successors and assigns of the Landlord as if they had been expressly named herein.

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

Sturgeon School Division No. 24

Per: _____
Board Chair

Secretary-Treasurer

SIGIS Child Care Society

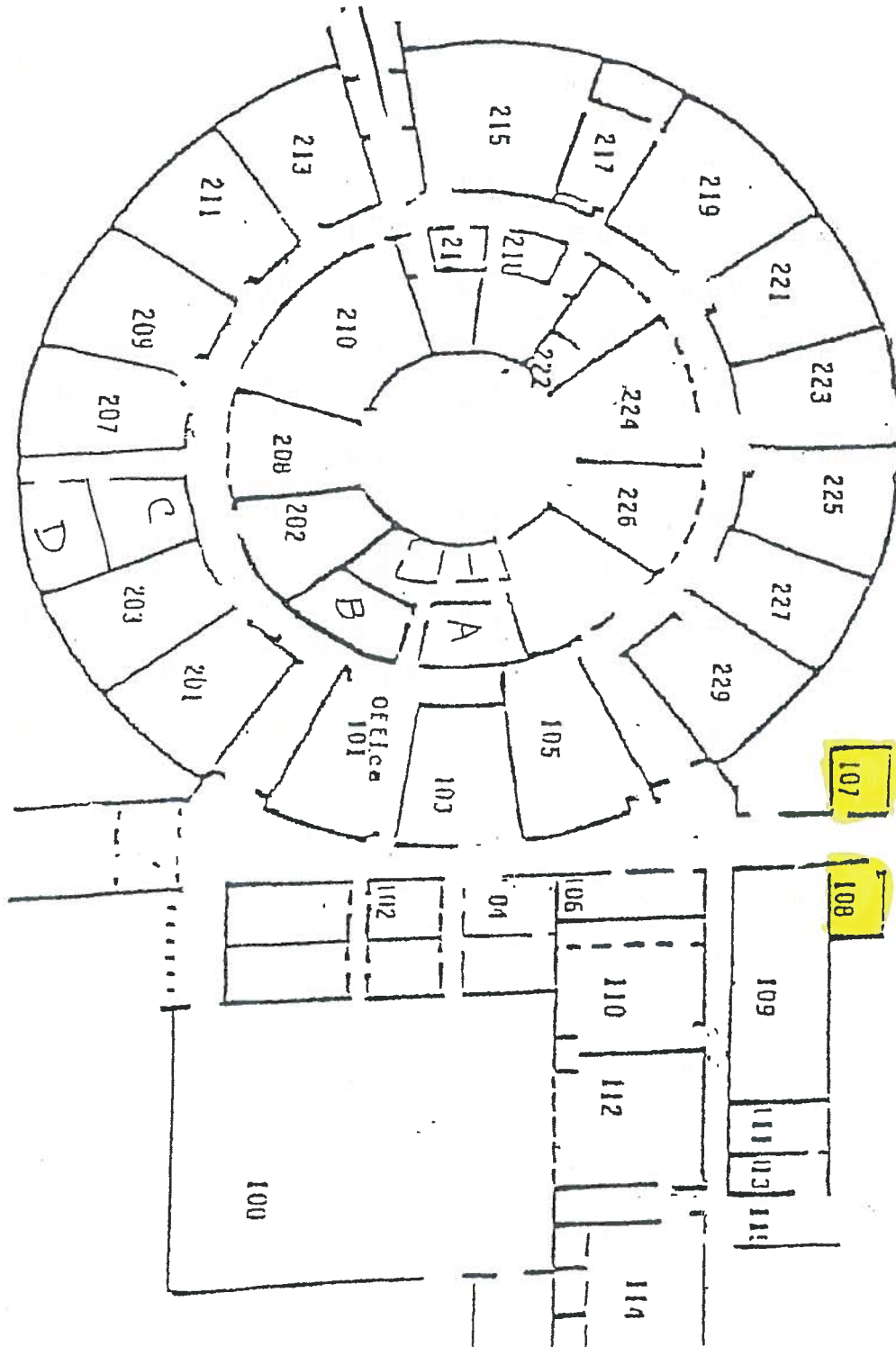
Per: _____
Signature

Name and Position

Guarantor's Signature

Name

SCHEDULE "A"



STURGEON HEIGHTS SCHOOL



Board Memorandum

Date: May 27, 2015
To: Board of Trustees
From: Committee of the Whole
Subject: Transportation Agreement - Aspen View Public School Division No. 78

Background:

Attached is a draft transportation agreement with Aspen View Public School Division No. 78 for the 2015-2016 school year. This transportation agreement was reviewed at the May 13, 2015 Committee of the Whole meeting.

Recommendation:

That the Board of Trustees approve the Transportation Agreement with Aspen View Regional Division No. 78 for the 2015-2016 school year.

Student Transportation Agreement

This Agreement made in duplicate this _____ day of _____, 2015.

BETWEEN:

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

of the first part,

- and -

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

of the second part.

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

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

NOW THEREFORE the parties hereto agree as follows:

1. Definitions

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

2. Obligation to Transport

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

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

3. Miscellaneous

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

4. Provision of Information

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

5. Indemnification

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

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

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

6. Only Agreement

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

7. Amendments

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

8. Term

8.1 This agreement shall continue in force for the 2015-2016 school year.

9. Binding Agreement

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

10. Notice

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

Sturgeon School Division No. 24

9820 - 104 Street
Morinville, Alberta
T8R 1L8

Aspen View Public School Division No. 78

3600 - 48 Avenue
Athabasca, Alberta
T9S 1M8

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

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

Aspen View Public School Division No. 78

Sturgeon School Division No. 24

Per: _____

Per: _____

Per: _____

Per: _____

APPENDIX 'A'

2015-2016 School Year

The transportation by Sturgeon School Division No. 24 of the following Aspen View Public School Division No. 78 resident students during the 2015-2016 School Year is mutually agreed to by the parties to this agreement.

<u>NAME</u>	<u>ADDRESS</u>	<u>SCHOOL</u>	<u>GRADE</u>
Student "A"		Sturgeon Composite High School	10