



Board Meeting Agenda

May 24, 2017 – 4:30 p.m.

1. Call to Order

2. Approval of Agenda

2.1 Additions/Deletions to Agenda

2.2 Approval of Agenda

3. Appointments

4. Reading and Approving of Minutes

4.1 Amendment/Correction of Minutes

4.2 Approval of the Minutes of the Regular Meeting of
April 26, 2017

5. Presentations

5.1 Learning Centres

Greg Gibson, Principal, Learning Centres, Sturgeon Public
School Division

6. Reports from Senior Administration

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/III/1 – Equity, Diversity, Inclusion and Human Rights
- 9.2 Policy D/III/2 – Sexual Orientation, Gender Identity and Gender Expression
- 9.3 SIGIS Child Care Society Lease Agreement
- 9.4 Lease Agreement – Town of Gibbons – Bon Accord Community School

9.5 Lease Agreement – Town of Gibbons – Gibbons School

9.6 Non-Resident Fee Schedule 2017 - 2018

9.7 Authorization of Junior High Locally Developed Optional Course – Academic Skill Building

9.8 Authorization of Junior High Locally Developed Optional Course – Exploring World Religions

9.9 Election 2017

9.9.1 Special Ballots

9.9.2 Sturgeon County Agreement

9.10 Monthly Financial Report

10. Unfinished Business

11. Notices of Motion

12. Information

13. Comment & Question Period

13.1 ATA; CUPE

13.2 Community Members

13.3 Media

14. Requests for Information

15. Adjournment



**Minutes of the Meeting of
The Board of Trustees of
Sturgeon School Division No. 24
Held at Morinville on April 26, 2017**

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**Minutes of the Meeting of
The Board of Trustees of
Sturgeon School Division No. 24
Held at Morinville on April 26, 2017**

Roll Call

Present were Trustees: Ms. Tracy Nowak (Chair), Mrs. Shelley Porter (Vice Chair); Mrs. Misty Featherley, Mr. Terry Jewell, Mrs. Wendy Miller; Dr. Michèle Dick (Superintendent); Mrs. Iva Paulik (Secretary Treasurer); Mrs. Ruth Kuik (Associate Superintendent, Education Services);

Absent: Mrs. Liz Kohle (due to illness), Mr. Thomas Holmes

Call to Order

The Chair called the meeting to order at 4:32 p.m.

Approval of Agenda

#044/2017 – Moved by Mrs. Miller that the agenda be approved.

CARRIED 4/0

Appointments

Approval of Minutes

#045/2017 – Moved by Mrs. Porter that the minutes of the Regular Meeting of March 22, 2017 be approved.

CARRIED 4/0

Presentations

Mr. Mark Lockwood, Director of Curriculum & Instruction, Sturgeon Public School Division, provided an update with respect to the Knowledge and Employability program review.

Mr. Jewell arrived at 4:40 pm.

Reports from Senior Administration

A verbal and written report was provided on behalf of Senior Administration.

Reports from Trustees and Standing Committees

Chair's Report

A verbal report was provided.

Trustees' Reports

Verbal reports were provided.

Building

A verbal report was provided.

Finance & Human Resources

No report was provided.

Education Policy

A verbal report was provided.

Advocacy

A verbal report was provided.

#046/2017 – 5:46 p.m. – Moved by Mrs. Porter that the Board go in camera.

CARRIED 5/0

#047/2017 – 5:57 p.m. – Moved by Mr. Jewell that the Board go out of camera.

CARRIED 5/0

#048/2017 – Moved by Mrs. Porter that the Board of Trustees approve the nominations of employee 'A' and employee 'B' to receive the Certificate of Exceptional Service Recognition.

CARRIED 5/0

The meeting recessed at 5:58 pm for dinner.

The meeting resumed at 6:23 pm.

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

No report was provided.

New Business

Policy B/I/3 – Committees of the Board

#049/2017 – Moved by Mr. Jewell that the Board of Trustees approve Policy B/I/3 – Committees of the Board.

CARRIED 5/0

Policy G/I/1 – Alternate Learning Opportunities

#050/2017 – Moved by Mrs. Featherley that the Board of Trustees approve Policy G/I/1 – Alternate Learning Opportunities.

CARRIED 5/0

Policy G/I/3 – English as a Second Language

#051/2017 – Moved by Mrs. Porter that the Board of Trustees approve Policy G/I/3 – English as a Second Language.

CARRIED 5/0

Policy G/II/5 – Child Abuse and Neglect Prevention

#052/017 – Moved by Mrs. Miller that the Board of Trustees approve Policy G/II/5 – Child Abuse and Neglect Prevention.

CARRIED 5/0

Book Award: Rate/Class

#053/2017 – Moved by Mrs. Featherley that the Board of Trustees approve the Book Award: Rate/Class for the 2017 – 2018 school year.

CARRIED 5/0

Lease Agreement – Town of Morinville

#054/2017 – Moved by Mr. Jewell that the Board of Trustees approve the Lease Agreement – Town of Morinville for the 2017 – 2018 school year.

CARRIED 5/0

Junior High Morning Exercises – Sturgeon Heights School Request for Parent Input

#055/2017 – Moved by Mrs. Miller that the Board of Trustees approve the Sturgeon Heights School Request for Parent Input for the Junior High Morning Exercises.

CARRIED 5/0

Central Office Modernization Proposal

#056/2017 – Moved by Ms. Nowak that the Board of Trustees approve the development of a full scope conceptual design for a Central Office modernization that addresses identified priorities. The first phase of the project build shall not exceed \$3,000,000.

CARRIED 3/2**Opposed: Mr. Jewell, Mrs. Miller****2017 – 2018 Transportation Budget Discussions**

#057/2017 – Moved by Mrs. Miller that the Board of Trustees approve the cancellation of one bus operating in the Sturgeon Composite High School fleet for the 2017 – 2018 school year.

CARRIED 5/0

#058/2017 – Moved by Mrs. Miller that the Board of Trustees cancel early bird rates for the 2017 – 2018 school year.

CARRIED 5/0

#059/2017 – Moved by Mrs. Miller that the Board of Trustees approve the following regular transportation rates for the 2017 – 2018 school year.

	<u>Regular Rate</u>
Headstart	\$175
Pre School Enrichment Program (PEP)	\$175
Headstart and PEP (Noon Transportation)	\$275
Kindergarten Full day	\$175
KEP and Kindergarten Half day	\$275
Ineligible	\$275
School of Choice	\$275
Non Resident	\$360

CARRIED 5/0

#060/2017 – Moved by Mrs. Miller that the Board of Trustees approve a 3% increase to the current daily basic rate provided to the transportation contractors effective September 1, 2017.

#061/2017 – Moved by Mr. Jewell that the Board of Trustees approve a 2% increase to the current daily basic rate provided to the transportation contractors effective September 1, 2017.

DEFEATED 1/4**Opposed: Mrs. Featherley, Mrs. Miller, Ms. Nowak, Mrs. Porter
Mr. Jewell**

The Chair called the vote on the original motion.

CARRIED 4/1
Opposed: Mr. Jewell

Monthly Financial Report

That the Board of Trustees receive as information the 7 Months Financial Report for 2016 – 2017 as of March 31, 2017.

Unfinished Business

Notices of Motion

There were no Notices of Motion.

Information

Comment & Question Period

ATA; CUPE

No report was provided.

Community Members

Media

No report was provided.

Requests for Information

There were no requests for information.

#062/2017 – 7:43 p.m. – Moved by Mr. Jewell that the Board go in camera.

CARRIED 5/0

#063/2017 – 8:40 p.m. – Moved by Mr. Jewell that the Board go out of camera.

CARRIED 5/0

Close of Meeting

The Chair adjourned the meeting at 8:41 p.m.

Chair

Date

Secretary-Treasurer



Board Memorandum

Date: May 24, 2017
To: Public Board
From: Senior Administration
Subject: Seniors Report

Mild Traumatic Brain Injuries (MTBI)

During the past eight months, Sturgeon Public School Division has partnered with the University of Alberta (U of A) to develop a classroom intervention tool for teachers who have students with Mild Traumatic Brain Injuries (MTBI) - more commonly known as concussions. Based on research, this is important work because approximately 1 out of 6 children will sustain a MTBI before the age of 10 (Brooks et al, 2013) and 10% of high school students sustain a MTBI yearly (Emery et al, 2006). The more subtle physical, psychological, physical, and cognitive effects of MTBI are often misunderstood and poorly managed in a classroom setting (Mrazik et al, 2011, Lebrun et al, 2012). Dr. Martin Mrazik is a registered psychologist from U of A's Department of Educational Psychology; he is part of a Canada-wide study evaluating injury outcomes as a result of sport concussions. He connected with Sturgeon to further his research on MTBI and child and adolescent development with the goal of creating an intervention tool for teachers to use in a classroom setting. To assess our needs, a survey was completed by Sturgeon teachers measuring their knowledge, training needs, and instructional strategy requirements for students with MTBI.

On May 19th, we will be hosting a conference open to Sturgeon teachers, coaches and community members to further their understanding about the research around MTBI and the need for effective intervention strategies. This conference will include a well-rounded panel of speakers including:

- Edmonton Oilers Lead Physician to discuss the clinical aspects of MTBI
- U of A Bears and Pandas Lead Physiotherapist to discuss rehabilitation components
- Neuroscientist from the U of A to discuss physiology
- Dr. Mrazik, Neuropsychologist, to discuss his research and need for school involvement
- Alecko Eskandarian (MLS all-star) to tell his story

On May 23rd, a small group of teachers will be working with Dr. Mrazik to create an intervention tool for teachers to use in a school setting. The ultimate goal of the project is to create a tool that could be shared nationwide.

BOARD

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Board Memorandum
Senior Admin Report
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Field Trip Report

Please see attached Field Trip Report



Board Memorandum

Date: May 24, 2017
To: Board of Trustees
From: Ruth Kuik, Associate Superintendent, Education Services
Subject: Fieldtrip Report

Field Trips

Board Policy F/II/2, "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 5 – 7, 2017

9 Wildlife 20 students to Jackson Lake for canoeing and camping excursion.



Board Memorandum

Date: May 24, 2017
To: Board of Trustees
From: Education Policy Committee
Subject: Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights

Background

The Education Policy Committee has reviewed and affirmed Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights, with associated Administrative Practice and Educational Services 24 - Sexual Orientation, Gender Identity and Gender Expression.

Copies of the above noted policy and associated Administrative Practice Educational Services 23 - Equity, Diversity, Inclusion and Human Rights are attached for Trustee information.

Recommendation

That the Board of Trustees accept the affirmation of the Education Policy Committee of Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights.

BOARD 9.1



1.0 POLICY

- 1.1 The Board believes in the importance of, and is committed to, establishing and maintaining a welcoming, caring, respectful and safe working and learning environment that respects diversity and fosters a sense of belonging.
- 1.2 The Board believes that each student and staff member has the right to learn and work in an environment that respects: equity, diversity, inclusion, and human rights.
- 1.3 The Board believes all members of the school community share in the responsibility to recognize and respect: equity, diversity, inclusion and human rights.

2.0 GUIDELINES

- 2.1 The Board requires all Sturgeon schools to establish and maintain a welcoming, caring, respectful and safe learning and working environment that respects diversity and fosters a sense of belonging for all students and staff and requires schools to implement programs and/or strategies which support equity, diversity, inclusion and human rights.
- 2.2 The principal shall, in consultation with students, staff and parents, establish and maintain practices and procedures which respect diversity and provide for equity, inclusion and human rights.
- 2.3 Each school principal shall establish and maintain a written student code of conduct that is consistent with the goals of this policy.
- 2.4 For the purposes of this policy equity, diversity, and inclusion are defined as:

Equity: A condition or state of fair, inclusive, and respectful treatment of all people. Equity means treating people in ways that take individual differences into consideration.

Diversity: The presence of a wide range of human qualities and attributes within a group, organization, or society. The dimensions of diversity include, but are not limited to, ancestry, culture, ethnicity, gender, gender identity, language, physical and intellectual ability, race, religion, sexual orientation, and socio-economic status.

References: *Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression*
Policy E/II/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
Admin Practice ES23 – Equity, Diversity, Inclusion and Human Rights
The School Act: Section 4
Bill 10
Vision, Mission and Values Statement
Canadian Charter of Rights and Freedoms
Alberta Human Rights Act
Guidelines for Best Practices: Alberta Government



Inclusion: is based on the principles of acceptance and welcoming of all students. Students see themselves reflected in their studies, their physical surroundings, and the broader environment, in which all individuals are honoured and diversity is respected.

References: *Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression*
Policy E/I/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
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EDUCATION SERVICES 23 – Equity, Diversity, Inclusion and Human Rights

Date: March 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent Ed. Services

1.0 RATIONALE

The Board believes in the importance of, and is committed to, establishing and maintaining a welcoming, caring, respectful and safe working and learning environment for all students and employees.

The Board believes that each student and staff member has the right to learn and work in an environment that respects diversity and promotes equity, inclusion and human rights.

The Board believes that all members of a school community share the responsibility to foster respect for diversity and promote equity, inclusion and human rights.

2.0 PROCESS

The Superintendent or designate will be responsible for maintaining this Administrative Practice and its operation.

3.0 GUIDELINES

3.1 Definitions:

Bullying: repeated and hostile or demeaning behaviour by an individual in the school community where the behaviour is intended to cause harm, fear or distress to one or more individuals in the school community, including psychological harm or harm to an individual's reputation.

Discrimination: negative differential treatment of a person or group on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, gender identity or gender expression.

Inclusion: is based on the principles of acceptance and welcoming of all students. Students see themselves reflected in their studies, their physical surroundings, and the broader environment, in which all individuals are honoured and diversity is respected.

References: *Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression
Policy E/II/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
Admin Practice: SS 8: Student Conduct



EDUCATION SERVICES 23 – Equity, Diversity, Inclusion and Human Rights

Date: March 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent Ed. Services

Intimidation: intentional behaviour which knowingly or should be reasonably known to cause fear of injury or harm.

School Community: students enrolled in the school and their parents/guardians; children enrolled in an Early Childhood Services program at the school and their parents/guardians; the school staff; and other persons who have an interest in the school.

3.2 Principals shall:

- 3.2.1 ensure all staff members share responsibility for proactively creating and maintaining welcoming, caring, respectful, safe and inclusive learning environments that acknowledge and promote understanding, respect and the recognition of the diversity, equity, inclusion and human rights of all students and families within the school community;
- 3.2.2 ensure all members of the school community are aware of the expectation to model respectful conduct, inclusive behaviour and an understanding and appreciation for diversity, equity and human rights;
- 3.2.3 provide equity of opportunity, and access to programs, services, and resources to support all students in realizing their full potential;
- 3.2.4 receive, investigate, report on and respond to inappropriate behaviour and actions, such as discrimination, intimidation or bullying, whether they occur in person or in digital form, on or off school property;
- 3.2.5 create a clear reporting and investigative process and a safe environment for students, parents/guardians, staff and members of the school community to bring concerns forward in a timely manner;
- 3.2.6 provide information about these processes, including, if appropriate, supports and strategies to resolve complaints;
- 3.2.7 establish and maintain a written student code of conduct;

References: *Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression
Policy E/II/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
Admin Practice: SS 8: Student Conduct



EDUCATION SERVICES 23 – Equity, Diversity, Inclusion and Human Rights

Date: March 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent Ed. Services

- 3.2.8 hold everyone under their authority accountable for their behaviour and actions such as discrimination, intimidation or bullying; and work with staff, students and families to provide supports and resolve issues and concerns in a timely fashion.
- 3.3 Teachers shall:
 - 3.3.1 help all students work to their full potential and develop their sense of self-worth;
 - 3.3.2 assist students to be empathetic leaders in their classroom, school and community by building positive social, leadership and resiliency skills;
 - 3.3.3 maintain standards of behaviour for all students to contribute to a positive school climate;
 - 3.3.4 communicate regularly and meaningfully with parents/guardians and report incidents of discrimination, intimidation and bullying, to administration and assist administration when conducting an investigation into such incidents.
- 3.4 Students and families play an important role in creating and maintaining welcoming, caring, respectful, safe and inclusive learning environments.
- 3.5 Students, parents and guardians have the responsibility to meet the expectations as outlined in Policy F/IV/7 - Student Conduct and Administrative Practice Student Services 8 - Student Conduct.

References: *Policy D/III/1 - Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression
Policy E/II/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
Admin Practice: SS 8: Student Conduct



Board Memorandum

Date: May 24, 2017

To: Board of Trustees

From: Education Policy Committee

Subject: Policy D/III/2 – Sexual Orientation, Gender Identity and Gender Expression
Board Regulation Administration 5 – Sexual Orientation, Gender Identity
and Gender Expression

Background

The Education Policy Committee has reviewed and affirmed D/III/2 – Sexual Orientation, Gender Identity and Gender Expression.

Copies of the above noted policy along with associated Board Regulation Administration 5 and Administrative Practice Educational Services 24 - Sexual Orientation, Gender Identity and Gender Expression are attached for Trustee information.

Recommendation

That the Board of Trustees accept the affirmation of the Education Policy Committee of Policy D/III/2 – Sexual Orientation, Gender Identity and Gender Expression, along with associated Board Regulation Administration 5 - Sexual Orientation, Gender Identity and Gender Expression.



D/III/2 – Sexual Orientation, Gender Identity and Gender Expression

D/III/2

EFFECTIVE: March 23, 2016

REVISED:

REVIEW: 2021-2022

1.0 POLICY

- 1.1 The Board believes in the importance of, and is committed to establishing and maintaining a welcoming, caring, respectful and safe learning and working environment that respects diversity and fosters a sense of belonging for all students and staff including those who self-identify as sexual or gender minorities, including but not limited to: lesbian, gay, bisexual, transgender, transsexual, two-spirit, queer, gender fluid, or those who are questioning their sexual orientation, gender identity, or gender expression.
- 1.2 The Board believes that staff members are better prepared to respond to and support matters associated with sexual orientation, gender identity, or gender expression when they have the benefit of: related education and professional development opportunities, as well as an awareness of, and access to, research and/or professional readings relative to this topic.

2.0 GUIDELINES

- 2.1 The school principal shall consult with staff, parents and students in the development of school based policies and practices that support the implementation of division Policy D/III/2.
- 2.2 School based rules and practices shall be subject to the approval of the Superintendent, or designate, and will be available to members of the school community in written form.
- 2.3 Policy D/III/2 shall be reviewed by the Board of Trustees on a yearly basis.
- 2.4 For the purposes of this policy the most current definitions can be accessed at the following link:

GSA's and QSA's in Alberta Schools: A Guide for Teachers

Sexual and Gender Minority Terms and Definitions:

http://www.teachers.ab.ca/SiteCollectionDocuments/ATA/Publications/Human-Rights-Issues/PD-80-6_GSA-QSAGuide2015_Web.pdf

References: *Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights*
Policy E/II/11 – Harassment Policy
Admin Practice ES24 - Sexual Orientation, Gender Identity and Gender Expression
Board Regulation 5 – Sexual Orientation, Gender Identity and Gender Expression
The School Act: Section 4
Bill 10
Vision, Mission and Values Statement
Canadian Charter of Rights and Freedoms
Alberta Human Rights Act
GSA's and QSA's in Alberta Schools: ATA

**ADMINISTRATION 5 – Sexual Orientation, Gender Identity, and Gender Expression**

Date: March 23, 2016

Revised:

Responsible Administrator: Superintendent

1.0 Board Regulation, Administration 5 – Sexual Orientation, Gender Identity, and Gender Expression shall be administered in conjunction with Policy D/III/2 Sexual Orientation, Gender Identity, and Gender Expression, and Administrative Practice ES24 Sexual Orientation, Gender Identity and Gender Expression.

2.0 PROCESS

2.1 The Board of Trustees may, from time to time, establish a task group or groups to provide input and recommendations relative to the implementation of Policy D/III/2 Sexual Orientation, Gender Identity, and Gender Expression.

2.2 The membership of any task group(s) may vary based on the identified goals and objectives established by the Board of Trustees relative to Policy D/III/2 Sexual Orientation, Gender Identity, and Gender Expression.

2.3 Prior to forming any task group(s) the Board of Trustees will identify:

- 2.3.1 the specific objectives,
- 2.3.2 membership representation,
- 2.3.3 preferred timeline and
- 2.3.4 reporting process for the task group(s).

References: *Policy D/III/2 - Sexual Orientation, Gender Identity and Gender Expression*
Policy E/1/4 – Harassment Policy
Admin Practice ES23 - Sexual Orientation, Gender Identity and Gender Expression
The School Act: Section 4
Bill 10
Vision, Mission and Values Statement
Canadian Charter of Rights and Freedoms
Alberta Human Rights Act
Guidelines for Best Practices: Alberta Government



EDUCATIONAL SERVICES 24 – Sexual Orientation, Gender Identity, and Gender Expression

Date: Mar. 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent, Ed. Services

1.0 RATIONALE

The Board is committed to establishing and maintaining a welcoming, caring, respectful and safe learning and working environment that respects diversity and fosters a sense of belonging for all members of the school community. This includes students, staff, and families who identify or are perceived as lesbian, gay, bisexual, transgender, transsexual, two-spirit, queer or questioning their sexual orientation, gender identity, or gender expression. The Board expects all members of this diverse community to be welcomed, respected, accepted, and supported in every school.

All members of the school community have the right to learn and work in an environment free of discrimination, prejudice, and harassment. This right is guaranteed under the Canadian Charter of Rights and Freedoms, Alberta Human Rights Act, and Alberta School Act. These rights shall be supported, and enforced so that all members of the school community may work together in an atmosphere of mutual respect and appreciation for individual differences. The Board will not tolerate harassment, bullying, intimidation, or discrimination on the basis of a person's real or perceived sexual orientation, gender identity, or gender expression.

2.0 PROCESS

The Superintendent or designate will be responsible for maintaining this Administrative Practice and its operation.

3.0 GUIDELINES

3.1 Sturgeon School Division strives to ensure that all students and staff members are provided with a welcoming, caring, respectful and safe working environment that respects diversity and fosters a sense of belonging for all students and staff members.

References: *Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 - Sexual Orientation, Gender Identity, and Gender Expression
Policy E/I/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
The School Act
Vision, Mission and Values Statement
Alberta Human Rights Act
Guidelines for Best Practices: Alberta Education
Canadian Charter of Rights and Freedoms



EDUCATIONAL SERVICES 24 – Sexual Orientation, Gender Identity, and Gender Expression

Date: Mar. 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent, Ed. Services

All students and staff members share responsibility for creating and maintaining a work environment that is free of discrimination and harassment. Complaints of discrimination and harassment based on sexual orientation, gender identity, and gender expression shall be promptly investigated and resolved as stated in the Policy E/I/11 – Harassment Policy.

- 3.2 Any language or behavior that degrades, labels, stereotypes, incites hatred, prejudice, discrimination and harassment towards students, staff, or families on the basis of their real or perceived sexual orientation, gender identity or gender expression will not be tolerated.
- 3.3 Schools shall ensure that the school student code of conduct references a prohibition of language or behavior that degrades, labels, stereotypes, incites hatred, prejudice, discrimination or harassment.
- 3.4 The Principal shall:
 - 3.4.1 ensure all aspects of this administrative practice are clearly and periodically communicated to all students, families and staff;
 - 3.4.2 ensure that students are informed of their ability to request support to establish or lead an activity or organization intended to promote a welcoming, caring, respectful and safe learning environment that respects diversity and fosters a sense of belonging including but not limited to organizations such as gay-straight alliances, diversity clubs and anti-bullying clubs and that any refusal to establish such a request may be appealed to the board of trustees in accordance with Section 123 of the School Act;
 - 3.4.3 ensure staff members address and provide appropriate remedial consequences for all interactions involving the use of comments, behaviours and actions which are homophobic, transphobic, and sexist, whether they occur in person or in digital form, on or off school property;

References: *Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 - Sexual Orientation, Gender Identity, and Gender Expression
Policy E/I/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
The School Act
Vision, Mission and Values Statement
Alberta Human Rights Act
Guidelines for Best Practices: Alberta Education
Canadian Charter of Rights and Freedoms



EDUCATIONAL SERVICES 24 – Sexual Orientation, Gender Identity, and Gender Expression

Date: Mar. 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent, Ed. Services

- 3.4.4 ensure staff members know their professional responsibility to identify discriminatory attitudes and behaviours, and create caring, respectful and safe learning environments;
- 3.4.5 ensure awareness and adherence to all district policies with respect to diversity, equity, human rights, sexual orientation, gender identity, gender expression, discrimination, prejudice and harassment;
- 3.4.6 ensure staff utilize language and educational resources and approaches that are inclusive; age-appropriate, and respectful of diverse sexual orientations, gender identities, and gender expressions;
- 3.4.7 provide inclusive and respectful services and supports to sexual and gender minority students and families;
- 3.4.8 ensure staff will not refer students to programs or services that attempt to change or repair a student's sexual orientation or gender identity;
- 3.4.9 ensure staff work proactively to eliminate systemic inequities and barriers to learning for sexual and gender minority students and families;
- 3.4.10 identify a staff member to serve as a safe contact for sexual and gender minority students.
- 3.4.11 inform the school community about the location and availability of this safe contact resource person;
- 3.4.12 ensure discriminatory behaviors and complaints will be taken seriously, documented and dealt with expeditiously;

References: *Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 – Sexual Orientation, Gender Identity, and Gender Expression
Policy E/II/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
The School Act
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Alberta Human Rights Act
Guidelines for Best Practices: Alberta Education
Canadian Charter of Rights and Freedoms



EDUCATIONAL SERVICES 24 – Sexual Orientation, Gender Identity, and Gender Expression

Date: Mar. 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent, Ed. Services

- 3.4.13 ensure that the school's Student Code of Conduct is consistent with Board requirements, is publicly available, reviewed annually, provided to all school staff, students and parents of the students of the school;
- 3.4.14 ensure all staff recognize the confidentiality of the sexual orientation and gender identity of all students and protect them from unwanted disclosure of such information.
- 3.5 To assist all staff to become more knowledgeable about sexual and gender minority identities, cultures, and communities, schools will provide professional learning opportunities to assist all staff to acquire the knowledge, skills, attitudes, and appropriate teaching practices necessary to create safe, inclusive, equitable, and respectful schools.
- 3.6 Staff members shall ensure that learning resources shall be chosen and/or updated to promote critical thinking and should include age-appropriate materials that accurately reflect the diversity of Canada's sexual and gender minority families, cultures, and communities.
- 3.7 To support the safety, health, well-being and educational needs of students who identify as, or are perceived to be, gender minorities, staff shall adhere to the following recommended practices wherever possible and appropriate:

Gender Identity and Gender Expression

- 3.8 Names and Pronouns - A student or staff member has the right to be addressed by a name and pronoun that corresponds to his or her consistently asserted gender identity or gender expression.
- 3.9 Official Records and Communication - When requested by an independent student, or the parent/guardian in writing all school forms and records shall be changed to ensure that a student's preferred name and sex, or gender is current on internal school documentation including: class lists, timetables, student files, identification

References: *Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 - Sexual Orientation, Gender Identity, and Gender Expression
Policy E/II/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
The School Act
Vision, Mission and Values Statement
Alberta Human Rights Act
Guidelines for Best Practices: Alberta Education
Canadian Charter of Rights and Freedoms

**EDUCATIONAL SERVICES 24 – Sexual Orientation, Gender Identity, and Gender Expression**

Date: Mar. 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent, Ed. Services

cards. Subject to Alberta Education changing the requirements, the student's legal name, as registered under the Vital Statistics Act (or, if the student was born in a jurisdiction outside Alberta shall be displayed in the local Student Information System (SIS) and Provincial Approach to Student Information (PASI) system, as well as on transcripts, credentials and provincial assessments. An independent student or the parent/guardian shall be informed by school staff that a legal name change is required if they desire the official Alberta Education documents to reflect another name.

3.10 Gender-Segregated Activities - To the greatest extent possible, schools should reduce or eliminate the practice of segregating students by gender (with the exception of already established single gender-based alternative programs). In classroom activities or school programs where students are segregated by gender, all students should be given the option to be included in the group that corresponds to their consistently asserted gender identity and gender expression.

3.11 Athletics, Locker Room, and Change Room Access and Accommodation

3.11.1 All schools shall proactively review their student athletic policies to ensure they are inclusive of sexual and gender minority students. Transgender and transsexual students shall not be asked or required to have Physical Education outside of assigned class time, and shall, subject to safety considerations, be permitted to participate in any gender-segregated activities in accordance with their consistently asserted gender identity and gender expression.

3.11.2 All students shall, subject to safety considerations, have access to locker room facilities that correspond to their consistently asserted gender identity and gender expression. In locker rooms that require undressing in front of others, students who desire increased privacy, for any reason (e.g., medical, religious, cultural, gender identity) shall be provided with accommodations that best meet their individual needs and privacy concerns.

References: *Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 - Sexual Orientation, Gender Identity, and Gender Expression
Policy E/II/11 – Harassment Policy
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EDUCATIONAL SERVICES 24 – Sexual Orientation, Gender Identity, and Gender Expression

Date: Mar. 23, 2016 Revised Date: Responsible Administrator: Associate Superintendent, Ed. Services

- 3.11.3 All students and staff shall have access to the restroom that allows for appropriate privacy. Staff shall consistently demonstrate sensitivity to the needs and safety of all students with respect to restroom or locker room access. The Principal shall ensure that individual solutions to restroom access or locker room are implemented with respect and discretion.

- 3.11.4 The use of locker room facilities or restrooms by transgender and transsexual students shall be assessed on a case-by-case basis with the goals of maximizing the student's social integration, ensuring the student's safety and comfort, minimizing stigmatization and providing equal opportunity to participate fully in school programming. The decision with regard to use of locker rooms or restroom facilities shall be made in consultation with the transgender student.

- 3.12 All students and staff have the right to dress in a manner consistent with their consistently asserted gender identity or gender expression and within the guidelines established by schools.

- 3.13 All students, regardless of their sexual orientation, gender identity or gender expression, have the right to participate in all curricular and extra-curricular activities.

References: *Policy D/III/1 – Equity, Diversity, Inclusion and Human Rights*
Policy D/III/2 - Sexual Orientation, Gender Identity, and Gender Expression
Policy E/II/11 – Harassment Policy
Policy F/IV/7 – Student Conduct
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Board Memorandum

Date: May 24, 2017
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 10, 2017 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 2017 – 2018 school year.

BOARD 9.3

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 during the term;

The annual rent shall be paid in equal monthly instalments of xxxxxx commencing the 1st day of August 2016. The Tenant shall furnish to the Landlord at the beginning of each year of the term a series of postdated cheques for each of the monthly instalments of rent falling due within such year. The Tenant shall pay interest on all arrears of rent and other sums payable under this Lease at the rate of 18% per annum computed from the date of default until payment is made.

1.4 Taxes

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

1.5 Liabilities

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 known to the Landlord;
- 13.1.8 This agreement shall be a continuing Guarantee and shall bind the successors and assigns of the Guarantor and the benefits thereof shall pass to the successors and assigns of the Landlord as if they had been expressly named herein.

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

Sturgeon School Division No. 24

Per: _____
Board Chair

Secretary-Treasurer

SIGIS Child Care Society

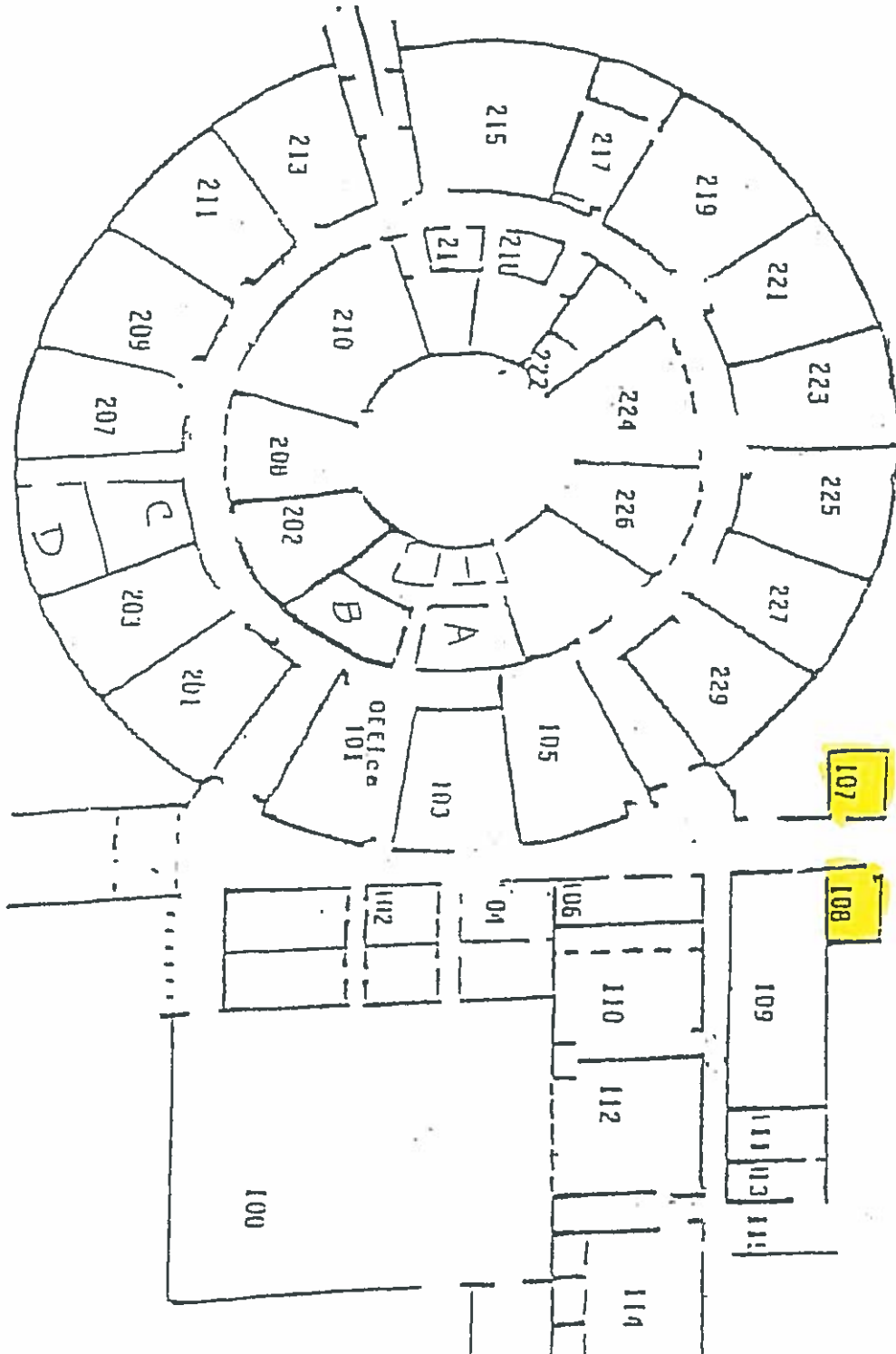
Per: _____
Signature

Name and Position

Guarantor's Signature

Name

SCHEDULE "A"



STURGEON HEIGHTS SCHOOL



Board Memorandum

Date: May 24, 2017
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 2017 – 2018 school year. This lease agreement was reviewed at the May 10, 2017 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 2017 – 2018 school year.

BOARD 9.4

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 _____, 2016.

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: xxxxxx
- e. Term: xxxxxx
- 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 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 for the term;

The annual rent shall be paid in one annual installment of xxxxxx on the 1st day of September 2017.

1.4 Taxes

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

1.5 Liabilities

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

1.6 Business Tax Levies

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

2.0 Repair

2.1 Repair by Tenant

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

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

2.2 Landlord Repair

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

2.3 Entry to Inspect

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

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

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

2.4 Destruction of Premises

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

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

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

3.0 Use of Premises

3.1 Use

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

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

and the Tenant shall not:

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

3.2 Alcohol – Tobacco

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

3.3 Compliance with Laws

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

3.4 Zoning

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

4.0 Insurance and Indemnification

4.1 Tenant Insurance

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

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

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

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

4.2 Increase or Cancellation of Insurance

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

4.3 Indemnification of Landlord

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

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

4.4 Loss and Damage

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

4.5 Landlord's Insurance

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

5.0 Use of Common Areas

5.1 Common Areas – Non-Exclusive Use

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

6.0 Alterations and Signs

6.1 Alterations and Changes by Tenant

The Tenant shall make no alterations to the Premises.

6.2 Condition of Premises

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

6.3 Tenant's Signs

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

7.0 Default of Tenant

7.1 Landlord's Performance of Tenant's Obligations

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

8.0 Overholding

8.1 No Tacit Renewal

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

9.0 Landlord's Covenant

9.1 Quiet Possession

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

10.0 Expropriation

10.1 Cancellation

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

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

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

11.0 Miscellaneous

11.1 Notice

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

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

11.1.2 If to the Tenant as follows: Town of 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 24, 2017
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 2017 – 2018 school year. This lease agreement was reviewed at the May 10, 2017 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 2017 – 2018 school year.

BOARD 9.5

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 _____, 2016.

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 for the term;

The annual rent shall be paid in one annual installment of xxxxxx on the 1st day of September 2017.

1.4 Taxes

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

1.5 Liabilities

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

1.6 Business Tax Levies

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

2.0 Repair

2.1 Repair by Tenant

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

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

2.2 Landlord Repair

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

2.3 Entry to Inspect

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

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

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

2.4 Destruction of Premises

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

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

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

3.0 Use of Premises

3.1 Use

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

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

and the Tenant shall not:

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

3.2 Alcohol – Tobacco

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

3.3 Compliance with Laws

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

3.4 Zoning

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

4.0 Insurance and Indemnification

4.1 Tenant Insurance

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

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

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

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

4.2 Increase or Cancellation of Insurance

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

4.3 Indemnification of Landlord

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

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

4.4 Loss and Damage

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

4.5 Landlord's Insurance

The Landlord will 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 24, 2017
To: Board of Trustees
From: Committee of the Whole
Subject: Non-Resident Fee Schedule 2017 – 2018

Background

Attached is the Non-Resident Fee Schedule for the 2017 – 2018 school year. Non-Resident Fee Schedule was brought to the May 10, 2017 Committee of the Whole.

Recommendation

That the Board of Trustees approve the attached schedule of fees for the 2017 – 2018 school year.

BOARD 9.6

STURGEON SCHOOL DIVISION
FEE SCHEDULE FOR NON RESIDENT STUDENTS-2017/2018

<u>Program Rates</u>	<u>ALBERTA EDUCATION REGULAR PROGRAM</u>			
	<u>Grade 1-3</u>	<u>Grade 4-6</u>	<u>Grade 7-9</u>	<u>Grade 10-12 (@35 CEU's)</u> Tier 1
Base Instruction	\$6,679.79	\$6,679.79	\$6,679.79	\$6,679.79 *
Class Size Base Rate	\$1,521.68	\$0.00	\$0.00	\$0.00 *
Socio-Economic Status	\$85.77	\$85.77	\$85.77	\$85.77
Equity of Opportunity - Base	\$101.00	\$101.00	\$101.00	\$101.00
Inclusive Education Student Rate	\$523.71	\$523.71	\$523.71	\$523.71
English as a Second Language**	\$1,178.10	\$1,178.10	\$1,178.10	\$1,178.10
First Nation, Metis and Inuit Education**	\$1,178.10	\$1,178.10	\$1,178.10	\$1,178.10
Plant Operations & Maintenance	\$795.30	\$795.30	\$751.18	\$755.38
Total	\$12,063.45	\$10,541.77	\$10,497.65	\$10,501.85
ESL not applicable	\$10,885.35	\$9,363.67	\$9,319.55	\$9,323.75
Foreign Student (FNMI not applicable)	\$10,885.35	\$9,363.67	\$9,319.55	\$9,323.75
ESL AND FNMI not applicable	\$9,707.25	\$8,185.57	\$8,141.45	\$8,145.65

<u>SPECIAL NEEDS (Inclusive Education): CONGREGATED PROGRAMMING AND INTEGRATED CLASSROOM PROGRAMMING</u>			
<u>Basic Program and/or</u>	<u>Basic</u>	<u>Total Cost</u>	
<u>Basic Support Cost</u>	<u>Rate</u>	<u>Per Program</u>	
<u>Per Student</u>	<u>Per Student</u>	<u>Per Student</u>	
\$46,424.00	\$8185.57***	\$51,525.57	

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

*Grade 10 - 12 may be determined on actual enrolled courses.

** If applicable

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

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



Board Memorandum

Date: May 24, 2017

To: Board of Trustees

From: Committee of the Whole

Subject: Authorization of Junior High Locally Developed Optional Course - Academic Skill Building

Background

At the May 10, 2017 Committee of the Whole meeting, Trustees reviewed the request for authorization of a junior high locally developed optional course - Academic Skill Building and forwarded it to this evenings Public Board meeting.

A proposal for the course is attached for Trustee information.

Recommendation

That the Board of Trustees approve the authorization of Academic Skill Building as a locally developed junior high school optional course for use in Division schools beginning September 2017 through to June 2020.

BOARD 9.7



LOCALLY DEVELOPED OPTIONAL COURSE PROPOSAL

(Reference – Alberta Education Policy 1.2.1, Education Programs and Services – Locally Developed/Acquired and Authorized Junior and Senior High School Complementary Courses)

School Authority:	Sturgeon Public School Division
School(s) where course may be offered:	All junior high schools
Title of Course:	Academic Skill Building
Grade(s) at which the course may be offered:	7, 8, 9
Implementation Date:	September 2017

Philosophy:

Students have a wide range of abilities and skills. While a vast array of learning strategies are taught within each course, students benefit through development of their personal learning skills, as well as work and study habits. As students become actively involved in their learning, they take greater responsibility to plan, monitor and assess their achievement.

Rationale:

This course is designed to assist students to become more successful in one or more of their core courses. It will provide alternate tools, skills and learning strategies tailored to individual needs. Through explicit instruction, guided practice and ongoing feedback, students will have the opportunity to maximize their achievement.

CAREER AND TECHNOLOGY FOUNDATIONS (CTF) and STATEMENT OF GENERAL LEARNER EXPECTATIONS:

1. Students will become aware of their personal learning styles or preferences

- 1.1 Students will recognize that individuals learn in different ways and at different rates.
- 1.2 Students will identify strategies that are effective for them as learners.
- 1.3 Students will monitor effectiveness of strategies used.

2. Students will develop skills that will enhance their learning

- 2.1 Students will learn and practice a variety of strategies and graphic organizers for recording information.
- 2.2 Students will demonstrate an ability to consolidate and review information for a variety of purposes.
- 2.3 Students will read and write to comprehend and respond personally and critically to oral, print and other media texts.
- 2.4 Students will demonstrate confidence and readiness for evaluation and test-taking.
- 2.5 Students will identify personal strategies for effective study.

3. Students will develop a greater sense of responsibility for independent learning

- 3.1 Students will demonstrate the ability to manage time wisely.
- 3.2 Students will demonstrate the ability to set goals and to establish and carry through a plan of action.
- 3.3 Students will demonstrate ability to prepare an action plan to deal with barriers to learning.
- 3.4 Students will demonstrate willingness to take risks by attempting new approaches and strategies.

Anticipated Enrolment:

- Up to 30 students per class

Special Facilities and Equipment:

- As required by individual students

Controversial or sensitive course components and treatment:

- None

Learning resources:

- Student planners
- Digital and print material

No significant overlap with provincially developed curriculum

Assessment standards:

Students will be assessed according to the learner outcomes of the course. Teacher assessment will be based on good practice including research-based assessment tools, teacher observations, and other relevant evidence. Student participation, cooperation, attendance and attitude will be monitored and reported separately from the course mark.

Plan for course evaluation and monitoring:

- Course offering will be evaluated as part of the school's program planning and the Division's monitoring of school programs.



Board Memorandum

Date: May 24, 2017

To: Board of Trustees

From: Committee of the Whole

Subject: Authorization of Junior High Locally Developed Optional Course - Exploring World Religions

Background

At the May 10, 2017 Committee of the Whole meeting, Trustees reviewed the request for authorization of a junior high locally developed optional course - Exploring World Religions and forwarded it to this evenings Public Board meeting.

A proposal for the course, updated as requested by the Board, is attached for Trustee information.

Recommendation

That the Board of Trustees approve the authorization of Exploring World Religions as a locally developed junior high school optional course for use in Division schools beginning September 2017 through to June 2020.

BOARD 9.8



LOCALLY DEVELOPED OPTIONAL COURSE PROPOSAL

(Reference – Alberta Education Policy 1.2.1, Education Programs and Services – Locally Developed/Acquired and Authorized Junior and Senior High School Complementary Courses)

School Authority:	Sturgeon Public School Division
School(s) where course may be offered:	All junior high schools
Title of Course:	Exploring World Religions
Grade(s) at which the course may be offered:	7, 8, 9
Implementation Date:	September 2017

Course Description:

This optional course is open to all grade 7, 8 and 9 students with parental permission. The course will be offered to students on the condition of sufficient registrations.

Philosophy:

Students will develop an awareness of a variety of recognized religions and cultures in order to contrast and compare their similarities and differences. The course will provide junior high students with an opportunity to explore the fundamental principles of some of the most common religions practiced in our nation and world. The basic tenets and foundational beliefs of religions open to study may include Atheism, Bahai Faith, Buddhism, Christianity, Confucianism, Hinduism, Indigenous, Islam, Jainism, Judaism, Kabbalah, Scientology, Shinto, Sikhism and Taoism. With specific parent permission other religions may be included for study.

We believe that all people should be tolerant and understanding of the chosen beliefs and cultures of others and that knowledge of those beliefs and cultures is basic to building a global community where people can work and live together. We believe that knowledge of other beliefs will increase respect for differences between people. We believe that through broadening the experiences of today's students and increasing the awareness of the mores of other peoples, we will increase empathy and compassion. We believe that knowledge of other religions will aid in the development of ethical citizens.

Rationale:

Knowledge about various world religions better prepares our students for a global economy and the dynamics of our multi-cultural community.

Introduction:

This course will be facilitated and delivered from a model of project based learning where students will select from a list of the most popular world religions, research the elements of that religion as prescribed from a template, and contrast and compare aspects of the religions. As part of the course operations, students will produce a representation of their learning to share with first their classmates and then to an audience of their parents in a showcase forum which will distribute the learning past the student and validate the work of the student. In addition, guest presenters from our greater Edmonton community will as possible be invited to share customs and beliefs from their perspective.

General Outcomes:

Students will demonstrate an understanding of common and differing elements from a range of religions through:

- Research of at least one religion covering aspects of history, practices, relationship to culture, customs, religious holidays, involvement of music, key beliefs and other rituals such as showing devotion.
- Developing a presentation based on valid research which can be shared with classmates and/or our parents of students in the class.
- Drawing comparisons using a matrix template outlining the primary aspects of all religions through a critical analysis of the presentations developed by classmates.
- Students will use critical thinking processes in their approach to research.
- Students will develop a basic understanding of religious issues facing our global and political environment.
- Students will produce a presentation based on factual information that does not contain a bias toward any particular faith but designed to promote tolerance and understanding.

Specific Outcomes:

The student will:

- summarize the major historical influences on and events in the development of various religions
- analyze the similarities and differences between the central beliefs of various religions
- demonstrate how practice, ritual, and symbolism are external representations of the beliefs and principles of religion
- summarize the ways in which religions and the development of civilizations are interconnected
- analyze the influence of religion on artistic expression
- describe the influence that differing gender-role expectations have had on the development of religion
- demonstrate an ability to recognize prejudices associated with, and misconceptions about, various religions, beliefs, and traditions
- distinguish between fact and opinion, belief and religion, and theory and practice, as they apply to the study of religion
- demonstrate effective collaborative group skills

Resources:

Students will access the resources available on the Internet with supervision by the teacher. Websites such as United Religions Initiative (www.uri.org/kids/world.htm) and The 2Learn.ca Education Society of Alberta (www.2Learn.ca) will be potential resource sites. Resource people will be identified by the teacher in collaboration with parents of children in the class.

Facilities and Equipment:

No special facilities or equipment required.

Clarification of Overlap:

Although the content will have some overlap with social studies curriculum, it will venture deeper into the religious and cultural differences of world societies than is expected in junior high social studies.

Assessment:

Students will be assessed according to the learner outcomes of the course. Teacher assessment will be based on good practice including research-based assessment tools, teacher observations, and other relevant evidence. Student participation, cooperation, attendance and attitude will be monitored and reported separately from the course mark.

Safety Components:

There are no unusual safety concerns anticipated.

Sensitive or Controversial Issues:

Students will only access this course with parent permission. Any topics or research at school will be guided by the teacher. In the event students are venturing into areas beyond age appropriateness, the student will be directed to shift their focus. Any area of study which goes beyond the intention of this course will result in the teacher consulting with the parent and the parent authorizing the study.

Plan for course evaluation and monitoring:

Course offering will be evaluated as part of the school's program planning and the Division's monitoring of school programs.



Board Memorandum

Date: May 24, 2017
To: Board of Trustees
From: Iva Paulik, Secretary Treasurer
Subject: Election 2017 – Special Ballots for Election October 16, 2017

Background

As per Section 77.1 Vote by Special Ballot of the *Local Authorities Election Act*

- (2) An elected authority may, by resolution passed prior to nomination day, provide for special ballots and provide that the application for special ballots may be made by any one or more of the following methods:
- (a) in writing;
 - (b) by telephone;
 - (c) by telecopier
 - (d) in person;
 - (e) by e-mail.

Recommendation

That the Board of Trustees, as per Section 77.1 of the *Local Authorities Election Act*, pass a resolution to provide for “Vote by Special Ballot” for the 2017 election of the local jurisdiction.

The application for special ballots may be made by one or more of the following methods:

- (a) in writing;
- (b) by telephone;
- (c) by telecopier
- (d) in person;
- (e) by e-mail.

BOARD 9.9.1



Board Memorandum

Date: May 24, 2017
To: Board of Trustees
From: Iva Paulik, Secretary Treasurer
Subject: Election 2017 – Sturgeon County Agreement

Background

As per Sections 2.1 and 2.2 of the Local Authorities Election Act:

- (1) An elected authority may hold an election separately or in conjunction with another elected authority in the same area.
- (2) An elected authority may by resolution enter into an agreement with one or more elected authorities in the same area for the conduct of an election.

Recommendation

That the Board of Trustees delegate the Secretary Treasurer the authority to enter into an agreement with Sturgeon County to conduct the 2017 school board election.



Board Memorandum

Date: May 24, 2017
To: Board of Trustees
From: Iva Paulik, Secretary Treasurer
Subject: Monthly Financial Report

Background

Attached you will find the 8 Months Financial Report for 2016 – 2017 as of April 30, 2017.

Recommendation

That the Board of Trustees receive as information the 8 Months Financial Report for 2016 – 2017 as of April 30, 2017.

BOARD 9.10

Sturgeon School Division No. 24
Results as of April 30, 2017

	Budget		Actual as at April 30, 2017	Variance % of Fall Update
	Spring Budget 2016-2017	Fall Update 2016-2017		
REVENUES				
Alberta Education	63,209,179	63,485,786	43,021,024	67.76%
Other - Government of Alberta	621,208	768,600	580,087	75.47%
Federal Government	260,000	280,000	224,000	80.00%
Other - Alberta School Jurisdiction	21,677	21,677	21,677	100.00%
Fees	1,986,216	1,919,615	1,774,434	92.44%
Other - Sales and Services	247,328	302,066	150,004	49.66%
Investment Income	67,000	80,000	63,707	79.63%
Gifts and Donations	94,679	101,000	164,723	163.09%
Rental of Facilities	29,177	29,177	29,309	100.45%
Fundraising	218,000	107,000	104,977	98.11%
Amortization of Capital Contributions	1,453,156	1,543,159	1,028,773	66.67%
Other Revenues	-	113,742	21,546	18.94%
Total Revenues	68,207,620	68,751,822	47,184,261	68.63%
EXPENDITURES				
Instruction	52,565,528	52,902,405	35,563,954	67.23%
Plant Operations and Maintenance	7,426,024	7,544,589	4,845,277	64.22%
Transportation	5,524,993	5,493,698	4,281,641	77.94%
Board Governance and Administration	2,496,204	2,547,546	1,637,218	64.27%
External Services	73,654	105,066	76,476	72.79%
Total Expenditures	68,086,403	68,593,304	46,404,566	67.65%
				TARGET %
2016-2017 Surplus/(Deficit)	121,217	158,518	779,695	66.67%

Less: Revenues Collected Upfront (mainly due to AB Ed, fees & SGF revenues) (532,191)
Less: PUF (to be spent) (485,114)
Add: Transportation (adjustment to equalize actual costs with budget) 641,849

Projected 2016-2017 Surplus 404,239

Forecast
2016-2017
63,665,719
768,600
280,000
21,677
1,903,642
237,148
100,000
166,000
35,002
107,000
1,543,159
21,546
68,849,493

Variance
% of Fall
Update
100.28%
100.00%
100.00%
100.00%
99.17%
78.51%
125.00%
164.36%
119.96%
100.00%
100.00%
18.94%
100.14%

(1)
(2)
(3)
(4)
(5)
(6)
(7)
(8)
(9)
(10)

233,189

Assumptions:

- Revenues and Expenses for 8 months.
- Expense Accruals: utilities, phones, subs and casuals.

Notes:

Revenues:

- (1) Federal Government: Alexander tuition fees' invoicing is over 10 months.
- (2) Other - Alberta School Jurisdiction: received payment upfront as one lump sum.
- (3) Fees: most collections of fees occurred in September/October.
- (4) Investment Income: GIC investment interest rate higher than bank interest rate.
- (5) Gifts & Donations: budget estimates based on average of previous years' actuals.
- (6) Rental of Facilities: tower rentals are collected upfront.
- (7) Fundraising: timing of fundraising events and budget estimates based on average of previous years' actuals.
- (8) Other Revenues: budget is for ALARIE insurance proceeds; outcome has not yet been determined.

Expenditures:

- (9) O&M: excluding IMR, O&M is at 70% mainly due to higher maintenance & repair costs.
- (10) Transportation: variance of 78% mainly due to bus contractors' budget being prorated over 12 months and actual occurs over 10 months. If actual costs paid over 12 months, the variance would be 69%.