



ADMINISTRATIVE MEMORANDUM

Meeting Place:

Education Services Centre
2121 Lonsdale Avenue
Mountain View Room – Fifth Floor
North Vancouver, British Columbia

Format and Date:

PUBLIC BOARD MEETING
Tuesday, March 12, 2019 at
7:00 pm

			Estimated Completion Time
A.	Call to Order		
A.1.	Chair Sacré's opening remarks	(no schedule)	7:00 pm
A.2.	Approval of Agenda (that the agenda, as recommended in the Administrative Memorandum, be adopted.)	(no schedule)	7:00 pm
A.3.	Public Comment Period *		7:30 pm
A.4.	Approval of Minutes (that the minutes of the Public Meeting of February 19, 2019 be approved as circulated)	(no schedule)	7:35 pm
A.5.	Student Presentation – Cheakamus Centre		7:50 pm
B.	Action Items		
B.1.	Proposed 2019/20 School Calendar for Board Approval		8:05 pm
B.2.	Kenneth Gordon Maplewood School Tenure Bylaw 2019		8:20 pm
B.3.	Trustee Stipend		8:40 pm
B.4.	Capital Plan Bylaw No. 2019/20-CPSD44-01		8:55 pm
C.	Information and Proposals		
C.1.	Changes to Secondary School Honour Roll		9:10 pm
C.2.	BC Tripartite Education Agreement		9:20 pm
C.3.	Land Management Update		9:30 pm

* Additional Community Presentations or Delegations are welcomed with advanced notice - see [Policy 104: Board of Education - Meetings](#) and its [Administrative Procedures](#).

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PUBLIC BOARD MEETING
Tuesday, March 12, 2019 at
7:00 pm

		Estimated Completion Time
	(continued)	
C.4.	Out of Country Field Trips - Secondary	9:50 pm
C.5.	Superintendent's Report	10:00 pm
C.6.	Report Out - BC School Trustees Association (BCSTA) and BC Public Schools Employers' Association (BCPSEA)	10:05 pm
C.7.	Trustees' Reports	10:15 pm
D.	Future Meetings	10:15 pm
E.	Public Question & Comment Period	10:35 pm
F.	Adjournment	(no schedule)
		10:35 pm

Note: The completion times on this agenda are estimates intended to assist the Board in its pacing.

Georgia Allison
Secretary Treasurer

Schedule A.3.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): **Public Comment Period**

Narration:

As per the motion passed on June 21, 2016 the Board will provide a twenty (20) minute public comment period relevant to the Board's mandate on a trial basis. Speakers will be allocated a maximum of two (2) minutes each. An additional ten (10) minutes will be provided for Trustee questions of clarification.

Speakers are requested to place their name on a signup sheet in order to speak during the Public Comment Period. The signup sheet will be available in the Board Room from 6:50 – 7:00 pm prior to the meeting's commencement. The Chair will invite those wishing to speak in the order that their name appears on the signup sheet.

When appearing before the Board, speakers are requested to state their name and address for the record.

During the Public Comment Period, as well as the Public Question and Comment Period at the end of the meeting, speakers may not speak disrespectfully of any Board Member, staff member, or any other person and must not use offensive words or gestures.

Speakers may speak only once at the Public Comment Period.

School District No. 44 (North Vancouver)

Minutes of the Inaugural Public Meeting of the Board of Education, School District No. 44 (North Vancouver) held in the Mountain View Room of the Education Services Centre at 2121 Lonsdale Avenue in North Vancouver, British Columbia, on Tuesday, February 19, 2019.

PRESENT:	
C. Sacré, Chair	
G. Tsiakos, Vice Chair	
D. Bruce	
C. Gerlach	
M. Higgins	
K. Mann	
M. Tasi Baker	

A. Call to Order

Chair Sacré called the meeting to order at 7:00 pm and welcomed those in attendance. The traditional territorial lands of the Squamish Nation and Tsleil-Waututh Nation were acknowledged.

On February 27, 2019 the North Vancouver School District will recognize Pink Shirt Day to help bring awareness and stand up to bullying.

A.2. Approval of Agenda

Moved by C. Gerlach
that the agenda, as recommended in the Administrative Memorandum, be adopted.
Seconded by G. Tsiakos Carried

A.3. Public Comment Period

The twenty minute comment period is intended to be relevant to the Board's mandate. The Chair requested that those wishing to speak should sign on the Public Comment Sign-Up Sheet.

Kitty Castle, resident of North Vancouver, spoke in favour of a Handsworth Track. Ms. Castle provided a history of the track at Handsworth and urged the Board of Education to resolve the concerns that the community has surrounding track and field in North Vancouver.

A.4. Approval of Minutes

Moved by K. Mann
that the minutes of the public meeting of January 22, 2019 be approved as circulated.
Seconded by D. Bruce Carried

A.5. Student Presentation – Seycove Secondary School

Students from Seycove Secondary are the first in the North Vancouver School District to participate in an *American Sign Language* (ASL) course. During course programming, last year (2017/18) ASL was requested by enough students to fill two blocks of ASL 8-12 for the 2018/19 school year. ASL is a modern language, and qualifies both as a graduation requirement and an admission requirement for post-Secondary.

Olivia Tommasi and Linnea Chute, both students at Seycove Secondary presented to the Board of Education in sign language. Their entire presentation was silent, with an interpreter providing the voice for the students. This course, as Olivia and Linnea explained, has provided an amazing opportunity for inclusion, and has allowed students who are *Deaf and Hard of Hearing* to build connections and relationships with their classmates and their community with confidence.

A.5. Student Presentation – Seycove Secondary School (continued)

On behalf of the Board, Chair Sacré and Superintendent Mark Pearmain thanked the students and teachers for their courage to present and share their reflections.

B.1. Meetings

Chair Sacré introduced this agenda item noting that it was first brought to the Board's attention at the October 16, 2018 Public Board Meeting. After reading the motion, Trustees shared their support, noting that increased transparency and debate in the public is a priority of the North Vancouver Board of Education. It was suggested that more information and discussion should be held in Standing Committee Meetings.

Moved by J. Stanley

that the North Vancouver Board of Education direct staff to present information and materials formerly presented in private seminars at public standing committee meetings wherever possible.

Seconded by S. Skinner

Carried

B.2. School District No. 44 (North Vancouver) Amended Annual Budget Bylaw for Fiscal Year 2018/19

Financial Services Director Kristen Watson introduced this agenda item and noted that the Board is being asked to adopt an Amended Budget Bylaw for Fiscal Year 2018/19 pursuant to Section 113 of the *School Act* which provides the authority for a Board to amend its annual budget bylaw. The Amended Budget in the amount of \$189,551,079 takes into account changes in revenue and expenditures that have occurred since the adoption of the 2018/19 Preliminary Budget on June 27, 2018.

Ms. Watson provided clarification on various budget lines including salary and benefit costs, revenue, and services and supplies. Ms. Watson highlighted the risks and liabilities, operating fund, special purpose and capital funds.

The Board has increased its revenue budget by \$7,297,557 since the adoption of the Preliminary Budget in June 2018. Significant adjustments included an increase to the Operating Grant budget estimate by \$2,755,244 as a result of higher than anticipated enrolment. The Classroom Enhancement Fund Grant was increased by \$3,323,667 to fund the provisions of restored contract language. International Student Tuition fee revenue was increased by \$1,043,125 as a result of higher international student enrollment. The use of \$4,461,828 of Accumulated Operating Surplus balances the Operating Budget.

Total planned expenditures increased by \$3,047,959. This was largely attributed to an increase in staffing that was required to meet ratio staffing and restored language provisions. The Salary and Benefit expense budget decreased, compared to the Preliminary Budget, as a result of a reduction to some Employer funded payroll taxes. Other increases were made to the supplies expense budget, and consulting budgets.

In response to Trustees' questions, Director of Finance Kristen Watson, Secretary Treasurer Georgia Allison and Superintendent Mark Pearmain provided clarification regarding surplus, the transfer of surplus to local capital, escalating construction costs, enrollment increases, academies and pension funds.

Moved by C. Gerlach

that School District No. 44 (North Vancouver) Amended Annual Budget Bylaw for fiscal year 2018/19 be read a first time;

Seconded by M. Tasi Baker

Carried

B.2. School District No. 44 (North Vancouver) Amended Annual Budget Bylaw for Fiscal Year 2018/19 (continued)

Moved by K. Mann

that School District No. 44 (North Vancouver) Amended Annual Budget Bylaw for fiscal year 2018/19 be read a second time;

Seconded by M. Tasi Baker

Carried

The Board unanimously agreed to proceed to a third reading of the bylaw.

Moved by D. Bruce

that School District No. 44 (North Vancouver) Amended Annual Budget Bylaw for fiscal year 2018/19 be read a third time, passed and adopted.

Seconded by C. Gerlach

Carried

B.3. Motion for BC School Trustees Association (BCSTA) Annual General Meeting

Introducing this agenda item, Chair Sacr   noted that in order to put forward motions to the BCSTA AGM, boards of education must pass the final wording of the motion by a majority vote. Trustee Gerlach shared the rationale and history behind the two motions and asked for the Board's approval to move forward with the motion.

Moved by D. Bruce

that the North Vancouver Board of Education approve the two substantive motions as attached to this memorandum of February 19, 2019.

Seconded by G. Tsiakos

Carried

C.1. Before and After School Care Update

Chair Sacr   invited Deborah Wanner, District Principal of Enhanced Programs, to the table to provide an update on Child Care availability within the North Vancouver School District. Ms. Wanner shared that the School District has a variety of child care programs running at 25 of 31 schools. These programs include: parent participation preschool, transitional preschool, daycare, and before and after school care. Some of these are not-for-profit and some of these are for profit, managed and provided by proprietors, which are overseen and licenced by Vancouver Coastal Health. *StrongStart* is a parent and child drop in program funded by the Ministry of Education and run by North Vancouver School District staff.

Responding to Trustees' questions, Ms. Wanner and Secretary Treasurer Georgia Allison provided clarification on the costs of *StrongStart*, before and after school care, and the future plans of the North Shore child care planning session. Ending the presentation, Trustees provided direction to staff to continue conversations with the City and District of North Vancouver regarding space for child care.

C.2. Land Management Update

Superintendent Mark Pearmain updated the Board on the Argyle and Handsworth Secondary School Replacement Projects as well as the Mountainside Secondary Seismic Upgrade. Notification was provided to the Board of Education regarding the track at Handsworth.

C.3. Thursday, January 23, 2019 Standing Committee Meeting

Trustee Gerlach reported on the meeting that focused on Enhanced programs in the North Vancouver School District.

C.4. Tuesday, January 15, 2019 Education and Programs Standing Committee Meeting

Trustee Bruce reported on the meeting that focused on building the budget. Trustee Bruce shared that the next meeting would be held on April 2, 2019 with presentations from the School District Partner Groups.

C.5. Out of Country Field Trips – Secondary

Provided for their information, Trustees received in their agenda packages an overview of out of country field trips that are being planned for secondary students as follows:

- Handsworth Secondary Schools – field trip to Japan (April 2-16, 2019)
- Sutherland Secondary School – field trip to Anaheim, CA, USA (April 11-14, 2019)

C.6. Superintendent's Report

Superintendent Mark Pearmain shared updates from his visits to secondary and elementary schools. The 2019 Employee Engagement Survey was completed in February and the results of the survey will help the North Vancouver School District reflect and grow as a organization. Superintendent Pearmain shared he will be sleeping out on February 28, 2019, to support youth homelessness and raise money for the Covenant House Vancouver. Thanks were provided to the community for their understanding during the winter weather when schools were closed due to the snow.

C.7. Report Out - BC School Trustees Association (BCSTA) and BC Public Schools Employers' Association (BCPSEA)

Trustee Tasi Baker shared information that was discussed at the BCSTA/BCPSEA Trustee Orientation Recap which was held on January 25-26, 2019. It was noted that Provincial Council was held on February 8-9, 2019 and discussion largely focused on the new funding model. Trustee Gerlach updated the Board on the BCPSEA AGM.

C.8. Trustees' Reports

Trustees submitted their reports on their activities on behalf of the Board as follows:

1. Meetings attended by Trustees included:
 - Standing Committee Meeting
 - Safe and Caring Schools Meeting
 - Presidents Council Meeting
 - Brooksbank PAC Meeting
 - Meeting with Mayor Buchanan
 - Integrated Transportation Committee Meeting
 - CYSAT Meeting
 - NVRCC Meeting
2. Events attended by Trustees included:
 - Signing of the Tripartite Agreement
 - Tour of Boundary School
 - Tour of Upper Lynn School
 - Sutherland Act Foundation
 - Capilano Elementary – Enactus Competition
 - NVTA Professional Day
 - BCSTA Leadership Workshop
 - BCSTA Provincial Council
 - DNV Transportation Workshop
 - BCPSEA AGM

D. Future Meetings

Date and Time	Event	Location
Tuesday, March 12, 2019 at 7:00 pm	Public Board Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, April 2, 2019 at 7:00 pm	Finance & Facilities Standing Committee Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, April 16, 2019 at 7:00 pm	Public Board Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, May 7, 2019 at 7:00 pm	Education & Programs Standing Committee Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver

E. Public Question & Comment Period

The Chair called for questions and/or comments from the public noting that in accordance with Board policy, questions relating to personnel, negotiations or litigation must not be dealt with in a public session.

There was no one wishing to speak.

F. Adjournment

The established agenda being completed, the Chair adjourned the meeting at 9:15 pm and thanked those who attended.

Certified Correct:

Georgia Allison
Secretary Treasurer

Christie Sacré
Chair, Board of Education

Date

Date

Schedule A.5.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): **Student Presentation – Cheakamus Centre**

Narration:

The Counsellor Leadership Program is a long-standing School District volunteer experience that is an integral part of the Outdoor School program at Cheakamus Centre. The program is designed to develop students' leadership and interpersonal skills while fostering a deeper understanding of outdoor and environmental learning. The supervision, guidance and mentorship provided by the grade 10-12 counsellors is an essential part of the Outdoor School program experience for elementary students. The training and practical experiences that counsellors receive through this demanding program are strongly rooted in the core competencies of the modernized curriculum. The students presenting at this evenings Public Board Meeting will speak directly to how their experience in the program are closely linked to the core competencies and how these connections extend to their life-long learning goals.

**Schedule B.1....
of the
Administrative Memorandum**

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): Proposed 2019/20 School Calendar for Board Approval

Narration:

BC school districts are required by the *School Act* to individually design and establish annual school calendars for their respective districts. Specific criteria and requirements are further defined by the School Calendar Regulation 314/12, including the minimum number of instructional hours to be provided to students, and the timelines and processes for the development and submission of school calendars. School districts are required to provide a minimum one-month opportunity for employees and parents of students to comment on proposed calendars prior to a board of education confirming a final school calendar. School calendars must be submitted to the Ministry of Education by March 31st of year prior to the calendar implementation.

The School District's School Calendar Committee, comprised of representatives from each North Vancouver School District (NVSD) education partner group, is tasked with development of school calendar proposals for the Board's consideration. A proposal for the 2019/20 School Calendar was prepared by the Committee and provided to the Board of Education at their Public Meeting held December 11, 2018 for their information.

The 2019/20 Proposed School Calendar provided for:

- the first day of school to fall on September 3, 2019, the first day following Labour Day
- a two-week Winter Break from December 23, 2019 to January 3, 2020, inclusive
- a two-week Spring Break from March 16, 2020 to March 27, 2020, inclusive
- five (5) Staff Collaboration Dates on which students will attend for a shortened day
- the last day of attendance for students to be Thursday, June 25, 2020

Following the Board's receipt of the 2019/20 proposal, a public comment period was established, with receipt of emailed comments accepted effective January 30, 2019 and ending March 1, 2019. The 2019/20 calendar proposal was published to the School District website and notification of the public comment opportunity was sent to all staff and to parents of students on January 30th, using the School District's Sangha messaging tool. Additionally, information regarding the public comment period and the proposed calendar was shared on each of the NVSD social media channels.

The public comment period closed at midnight March 1, 2019 with a total of 25 public comment emails received. One submission was not related to the School District calendar proposal, leaving a total of 24 incoming emails with comments regarding the proposed 2019/20 School Calendar.

The number of emails received is significantly less than in previous years. However, it is noted that enhanced communications efforts were undertaken this year, including additional explanatory information within the proposed calendar document and the development of a supplementary Q&A page on the NVSD website. As well, the calendar proposed for the 2019/20 school year varies only minimally from those adopted in recent years.

The contents of the emailed comments (with personally identifying information removed) were consolidated into a list and organized into thematic categories for the School Calendar Committee's review. An initial listing of comments was provided to the Committee mid-way through the comment period, with a final full listing of all incoming comments sent to Committee members following the March 1st closure of the comment period. The final listing is attached to this Administrative Memorandum.

Each of the incoming emailed comments were classified into one of the eight thematic categories previously established in prior years.

Support/ Agree	Winter Break Duration	Winter Break Timing	Spring Break Duration	Spring Break Timing	Too Many PD/NID	PD/NID Scheduling	Collab Time
6	1	0	3	3	0	10	1

The predominant theme of the comments received was with respect to the scheduling of non-instructional days (NID), more specifically the identified district-wide ProD date in February. Commenters suggested that the currently displayed Friday, February 21st date be changed and, in most cases, the suggestion was to align it with the Family Day Public Holiday to create a long weekend. The identified February date is currently an "example" or "placeholder" date for one of the three district-wide ProD days that are contractually selected by the North Vancouver Teachers' Association (NVTA) and has been identified as the third Friday of the month in accordance with past history. The NVTA will confirm its final selection of dates to the NVSD by May 1st.

Review of the public comments by members of the School Calendar Committee did not prompt the Committee to consider or recommend any amendment to the Proposed 2019/20 School Calendar.

Assistant Superintendent Chris Atkinson will review the results of the public comment period, the School Calendar Committee discussions, and the final version of the Proposed 2019/20 School Calendar.

Should the Board approve the Proposed 2019/20 School Calendar, the calendar will be submitted to the Ministry of Education in order to meet the legislated March 31, 2019 submission deadline. In May, upon final confirmation of NVTA-selected non-instructional days, the 2019/20 calendar will be updated with the confirmed ProD dates and will be re-published and circulated to the community as the finalized NVSD 2019/20 Approved School Calendar.

Attachments:

2019/20 School Calendar Public Comments
Proposed 2019/20 School Calendar

RECOMMENDED MOTION:

that the Board of Education approve the Proposed 2019/20 School Calendar as attached to the Administrative Memorandum of March 12, 2019.

ALL PUBLIC COMMENTS RECEIVED - 19-20 PROPOSED SCHOOL CALENDAR

	Comments are cut-and-pasted from incoming emails and are as received. Typos and/or grammatical errors are those of the writer.
1	I support the proposed 2019/20 calendar. Thank you.
2	Thank you for the opportunity to provide feedback on the proposed 2019/20 school calendar. I am supportive of the proposed 2019/20 calendar as is. I would also like to acknowledge the incredible work that goes into preparing this information for us parents. The colour coded calendar is easy to understand. I especially appreciate the new proposed break schedule 2019-2023 which is a great look-ahead. Of course, I realize these are proposed dates but it is helpful when thinking about the Winter and Spring Break plans. I would also like to acknowledge the Calendar FAQ which is so informative! Please thank whomever is responsible for preparing these items for us.
3	I support the current proposed calendar. I have children enrolled at Handsworth and Highlands. Thanks
4	I am wondering about the Staff Collaboration day listed as Wednesday, November 20th. Traditionally, these dates have been the last Wednesday of the month in which they occur. By scheduling this one on the 20th, it may surprise parents, who would expect it on the 27th. Is there a reason why this earlier date was chosen? Thank you.
5	How about longer at xmas into January- 3 weeks and less by one week in summer. Xmas-break is too short and would align with some private schools. Also allows burnt out students longer time to recoup
6	I understand that the North Vancouver School District is trying to align their Spring Break with other Metro Vancouver school district but would it consider shifting it by one week? I always find the second term time so short and the third term so long. To even out the number of instructions days/weeks before and after Spring Break, would North Vancouver School District consider starting Spring Break on March 23 - April 3, 2021. This will allow overlap for one week with the rest of Metro Vancouver schools. Just a suggestion. Thank you,
7	The date for the NVTa placeholder would be on the same day (ie day 1 or day 2) as the family day holiday on the 17th. This is terrible for teachers who have blocks of the same class on each day. It would be far better a week earlier or later. Thank you,
8	Hello, just giving the feedback that the calendar looks good. The breaks fall at a logical time, and it is very helpful to have the timing align with other school districts.Thank you
9	I would prefer the February prod day to be on February 14 and not the 21 st . This way a 4 day long weekend is available for families.
10	September through December is far to long for children, there ought to be a weeks break in mid October and only 1 week in March
11	I am parent from Brooksbank Elementary. I would like to request that you move the February 21st NVD-ProD day to February 14th. Having a 3 day week on February 18, 19, 20 will be very unproductive for teachers and students. If you moved the Pro-D Day to Feb 14th that would give families a 4 day long weekend. I have found that with shortened weeks my son isn't getting spelling tests nor does the regular weekly schedule happen with a teacher share for some reason. I am interested to know how the 5* staff collaboration days work? Does this mean that Brooksbank Elementary will continue to have shortened Wednesdays EVERY week and not participate in the 5* shortened days on Sept 25, Nov 20th, January 29, April 29th, & May 27th? How many hours of staff collaboration does that include in the 5 shortened days? As it appears in the proposed calendar students will only have 7 "FULL" weeks of schooling from September to January. I am disappointed with the number of weeks that only have 4 days in them. I would like to see more of the school based Pro-d days and district pro-d days combined with stat holidays. As it stands October only has 1 full week of school. Why can we not move some of these so they correlate with other days off. Please reply to my questions and comments. Thank you
12	Hello, your proposed winter break for Dec 2019 is good. As long as the kids are back at school as soon as new year starts, parents will be happy.
13	second email from earlier respondent asking about their specific school timetable/schedule

ALL PUBLIC COMMENTS RECEIVED - 19-20 PROPOSED SCHOOL CALENDAR

	Comments are cut-and-pasted from incoming emails and are as received. Typos and/or grammatical errors are those of the writer.
14	Feb 21 Pro-D Day Please move Pro-D Day to Feb 14. Similar to this year, it would provide 1x4-day weekend.
15	Hi. I just wanted to suggest a couple of changes to the calendar. 1. Move the Pro D day on October 25 to November 1. A couple of years ago there was a Pro D day the day after Halloween and it worked very well as the kids are usually exhausted from staying up late the night before for Halloween. 2. Move the Pro D days that are close to a stat holiday to be on the other end of the weekend from the stat to allow families to have an extended long weekend to travel etc and not have to pull kids from school (Friday oct 21 to Monday oct 11 and may 4 to May 15). Thanks
16	I know we like to pretend that we don't live next to the United States, but we do. It would be so nice if some of our holidays coincided with theirs, particularly US Thanksgiving. I'm just putting my two cents in, but it would definitely serve a certain percentage of your school population by having a pro D day around this time. Thank you for considering my request for the future.
17	My comment on the proposed 2019/2020 calendar is regarding the placement of the spring break holiday. I understand that our district chose March 16-27 in order to be aligned with known break dates for other Metro Vancouver area school districts; however, I would like to suggest that March 9-20 would be preferred in order to offset the issues inherent with the daylight savings time change (which will occur on Sunday, March 8, 2020). I've always thought the placement of spring break must be disruptive to the learning environment. Many children are tired and irritable the week following a time change; but, once they are adjusted, they are sent on holiday for 2 weeks (which usually means falling out of a routine), and then are required to adjust for a second time once spring break is over. Personally, I would prefer to only have to battle the adjustment once, rather than twice. Thank you for your consideration.
18	Again, am making the comment to decrease spring break to one week like it used to be 8 years ago! Yes, it's saving school board funds but it's a drain on the parents. Thank you
19	In reviewing the proposed calendar I'd like to make the following recommendations: 1) Oct 25/2019 district pro d day- seeing that Oct 14th is a stat holiday, this would mean students will have two 4-day weeks in a row. It would make more sense to stagger this and move this Pro D day to Nov 1, 2019. 2) Feb 21/2020 district pro d day-seeing that Feb 17th is a stat holiday, this would mean students will have only have a 3-day week which doesn't seem sensible. It would make more sense to stagger this and move this to Feb. 7th. 3) April 13, 2020 is not a stat holiday therefore I am questioning why the school is closed. I propose that this day remain open as a regular school day. 4) June 26/2020 Administrative day- I propose that this be moved to June 29/2020 and the last day of school be June 26/2020. Why a school year would end on a Thursday doesn't make a lot of sense and really puts a strain on working parents to find coverage for 1 day. Thank you for taking these recommendations into consideration.
20	Good afternoon - The students should not be off for 2 weeks at Spring Break, but rather 1 week. Having just had a 2 week break in December, another two-week break in March disrupts learning. This is particularly true for French Immersion students who face continued struggles to return to their immersion learning after long stretches away from school. The scheduling and financial pressures on parents to have their children out of school for 2 weeks at Spring Break is also an important reason for considering a move to a 1 week Spring Break. Thanks,
21	Hello, My suggestion is for February 2020. I see that family day is Monday, February 17 and there is a proposed Pro D Day for Friday, February 21. I would like to suggest changing the Pro D Day to either Friday, February 14 or Monday February 24 th . This will allow the kids to have two weeks of four days of school instead of one week with three days. If you want to do three days I would suggest making the Pro D Day on Tuesday, February 18 th and allowing families to have an extra long weekend. Thank you for taking the time to read this.
22	I understand that schools like to have flexibility in planning school-specific ProD days, but it would be helpful for parents planning their long range calendars to have these days fixed when the district and provincial days are announced. Thanks,

ALL PUBLIC COMMENTS RECEIVED - 19-20 PROPOSED SCHOOL CALENDAR

	Comments are cut-and-pasted from incoming emails and are as received. Typos and/or grammatical errors are those of the writer.
23	Thank you for this work. I support the current calendar dates as proposed. Please continue to align the calendar for winter and spring break with other lower mainland school districts. This is a huge benefit for families who benefit from increased opportunities for formal and informal child care across district lines.Thanks,
24	Hello, It was great how the Feb pro D was in line with the Family Day weekend, to give families an extra long weekend and a chance to actually get out of town for a trip together. Why is it so broken up next year, with the Stat being on Monday Feb 17 and the Pro D being the following Friday Feb 21? Could the pro D day not be moved to Friday Feb 14? I'm sure Valentines Day could be celebrated earlier and nobody would complain about having a Pro-D day on Valentines Day. Thank you for considering this feedback.
25	I preferred it when Spring break was a bit earlier in March. Preferred dates would be March 9th-20th. Reasons why: 1. A longer stretch of school days before taking Easter break 2. Allows for a longer season for spring sports teams such as field hockey and baseball 3. For families traveling over spring break, flights are cheaper between Mar 9th-15 th 4. For those who like to ski over spring break the conditions are better :)

25 emails received, net 24 comments received

1 of 25 was a 2nd question from earlier responder, specific to own school schedule and not relative to District calendar feedback.

PROPOSED 2019/20 SCHOOL CALENDAR FOR PUBLIC COMMENT

181 Instructional Days for Students

AUGUST 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2019						
S	M	T	W	T	F	S
1	2	3*	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21 EXAMPLE
22	23	24	25	26	27	28
29	30					

OCTOBER 2019						
S	M	T	W	T	F	S
				1	2	3
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26 EXAMPLE
27	28	29	30	31		

NOVEMBER 2019						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20*	21	22	23
24	25	26	27	28	29	30

DECEMBER 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2020						
S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22 EXAMPLE
23	24	25	26	27	28	29

MARCH 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2020						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9 EXAMPLE
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

3*	1ST DAY OF SCHOOL (PARTIAL DAY)
	STAT/WINTER/SPRING HOLIDAY
	NVSD CURRIC IMPL DAY (1)
	SCHOOL-BASED PRO D DAY (2) ¹
	"placeholder" date only - see below
	DISTRICT (NVTA) PRO D DAY (3) ²
	"placeholder" date only - see below
	STAFF COLLABORATION (5)
	shortened day for students
	ADMININSTRATIVE DAY
25★	LAST DAY FOR STUDENTS IS JUNE 25

¹ Yellow highlighted dates are EXAMPLE dates only. Each school will select their own 2 school-based Pro D dates and will confirm and publish by May 31, 2019. Please check with your school.

² Orange highlighted dates are EXAMPLE dates only. Actual dates to be selected by the NVTA and confirmed by May 2019. District calendars will be updated at that time.

* For November only, the scheduling of the Staff Collaboration Date is shifted one week earlier than occurs in other months. This allows teachers to focus on preparation of Term 1 Report Cards during the last week of November.

Schedule B.2.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): Kenneth Gordon Maplewood School Tenure Bylaw 2019

Narration:

In the proposed lease, the Board of Education will provide Kenneth Gordon School occupancy of the Maplewood site for a period of eight years, starting August 1, 2019. The lease will allow for exclusive use of the building and lands from 7:00 am to 5:00 pm on school days with shared use of the playgrounds, fields and parking areas during evenings and non-school days.

The bylaw and lease are attached.

Attachments:

North Vancouver Maplewood School Tenure Bylaw 2019
School District No 44 (North Vancouver) Lease Agreement

RECOMMENDED MOTION:

that School District No. 44 (North Vancouver) Maplewood School Tenure Bylaw 2019 be read a first time;

that School District No. 44 (North Vancouver) Maplewood School Tenure Bylaw 2019 be read a second time;

that School District No. 44 (North Vancouver) Maplewood School Tenure Bylaw 2019 be read a third time, passed and adopted.

Procedural Note:

(per section 68(4) of the *School Act*) the Board may not give a bylaw more than two readings at any one meeting unless the members of the Board who are present at the meeting unanimously agree to give the bylaw all three readings at that meeting.

**THE BOARD OF EDUCATION
OF
SCHOOL DISTRICT NO. 44**

NORTH VANCOUVER MAPLEWOOD SCHOOL TENURE BYLAW 2019

WHEREAS the Board may dispose of land and/or improvements owned or administered by the Board under the authority of Section 96(3) of the School Act;

AND WHEREAS Section 65(5) of the *School Act* requires the Board to exercise a power with respect to the acquisition or disposal of property only by bylaw;

AND WHEREAS the disposition of property includes the granting of any interest in land, including any right, title or estate in it or any tenure;

AND WHEREAS the Board will not require the property disposed of by this bylaw for future educational purposes;

NOW THEREFORE be it resolved that the Board of Education of School District No. 44 hereby agree to enter into a tenure agreement with Kenneth Gordon Maplewood School (the "Tenure") for the school building and land owned by the Board known and described as:

PID: 009-010-742
District Lot 791

Block 5 (Except Part in Explanatory Plan 9320)
Plan 11633

BE IT FURTHER resolved that the Secretary Treasurer be authorized, on behalf of the School District, to execute the Tenure, substantially in the form attached to this bylaw, on terms no less favourable to the School District than those set out in the attached Tenure.

This bylaw may be cited as "School District No. 44 North Vancouver Maplewood School Tenure Bylaw 2019".

READ A FIRST TIME THE ____DAY OF _____, 2019.

READ A SECOND TIME THE ____DAY OF _____, 2019.

READ A THIRD TIME, PASSED AND ADOPTED THE ____DAY OF _____, 2019.

Board Chair

Corporate Seal

Secretary Treasurer

I HEREBY CERTIFY this to be a true original of School District No. 44 (North Vancouver) Maplewood School Tenure Bylaw 2019, adopted by the Board the ____DAY OF _____, 2019.

Secretary Treasurer

LEASE

BETWEEN:

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO.44 (NORTH VANCOUVER)**

AND:

**THE SOCIETY FOR THE EDUCATION OF CHILDREN
WITH SPECIFIC LEARNING DISABILITIES,
doing business as KENNETH GORDON SCHOOL**

FOR

420 SEYMOUR RIVER PLACE, NORTH VANCOUVER

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THIS LEASE is made between The Board of Education of School District No. 44 (North Vancouver) (the “**Landlord**”) and the Tenant herein identified and constitutes a Lease between the parties of certain premises consisting of the building and the five portable classrooms located at 420 Seymour River Place, North Vancouver, B.C., as shown on the Plan attached hereto as Schedule A (the “**Premises**”), on lands (the “**Lands**”) more particularly described in Schedule B attached hereto, on the terms and subject to the conditions hereinafter described.

ARTICLE 1 **BASIC LEASE TERMS**

1.1 Basic Lease Terms:

The following are certain basic lease terms which are hereby defined and form part of this Lease:

- (1) Date of this Lease: November __, 2018
- (2) Landlord: The Board of Education of School District No. 44 (North Vancouver)
- (3) Address of Landlord: 2121 Lonsdale Avenue, North Vancouver, B.C., V7M 2K6
- (4) Tenant: The Society for the Education of Children With Specific Learning Disabilities
- (5) Address of Tenant: 420 Seymour River Place, North Vancouver, B.C., V7H 1S8
- (6) Tenant’s Trade Name and Style: Kenneth Gordon School
- (7) Lease Term: Eight years, ending on July 31, 2027, subject to early termination in accordance with Lease provisions (the “**Term**”)
- (8) Commencement Date of Term: August 1, 2019
- (9) Fixturing Period (if any): Not applicable.
- (10) Premises: The Building and the five portable classrooms located at 420 Seymour River Place, North Vancouver, B.C., as shown on the Plan attached hereto as Schedule A, on lands more particularly described in Schedule B attached hereto.
- (11) Permitted Use of the Premises: Private school for the education of children with specific learning disabilities, and such other uses as permitted under the Zoning Bylaw applicable to the Premises and permitted by the Landlord in its sole discretion in accordance with Section 5.1.
- (12) Monthly Rent:

Year(s) of Term	Annual Rent (\$)	Monthly Rent (\$)
August 1, 2019 – July 31, 2020	370,000	30,833.33
August 1, 2020 – July 31, 2021	380,000	31,666.67
August 1, 2021 – July 31, 2022	390,000	32,500.00
August 1, 2022 – July 31, 2023	400,000	33,333.33
August 1, 2023 – July 31, 2024	410,000	34,166.67
August 1, 2024 – July 31, 2025	420,000	35,000.00

August 1, 2025 – July 31, 2026	430,000	35,833.33
August 1, 2026 – July 31, 2027	440,000	36,666.67

- (13) Indemnitor: Not applicable.
- (14) Address of Indemnitor: Not applicable.
- (15) Security Deposit: \$65,833.33(equal to the first and last months of Monthly Rent) plus goods and services tax.
- (16) Portable Deposit: \$50,000 per Tenant Portable or such amount the Landlord may set from time to time as the security deposit per Tenant Portable (as defined below).

ARTICLE 2 Premises and Term

2.1 Demise of Premises:

In consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases the Premises to the Tenant and the Tenant hereby accepts such demise and lease, to have and to hold from the Commencement Date for the Term and upon the terms and conditions specified in this Lease.

2.2 Area of Premises:

The Landlord and the Tenant acknowledge and agree that the rental for the Premises is not based on the area of the Premises and is therefore not subject to adjustment during the Term as a result of any measurement or remeasurement.

2.3 Modular Buildings

The Tenant shall not be permitted to install its own modular building or buildings (each, a “**Tenant Portable**”) unless the Tenant obtains the prior written consent of the Landlord (which may be withheld at the Landlord’s discretion) and complies with the following conditions:

- (a) before beginning preparations for installation of the Tenant Portable, the Tenant shall submit to the Landlord accurately dimensioned plans (the “**Plans**”) showing the proposed location of the Tenant Portable and any proposed service connections;
- (b) the Plans shall be subject to the approval of the Landlord, in the Landlord’s sole discretion, and shall be amended by the Tenant to include any detail or information required by the Landlord;
- (c) the Tenant shall not begin preparations for installation of the Tenant Portable until:
 - (i) the Landlord has approved the Plans in writing;
 - (ii) the Landlord is satisfied with the condition and quality of the Tenant Portable; and
 - (iii) the Tenant has paid a security deposit to the Landlord in the amount of \$50,000 per Tenant Portable or such amount the Landlord may set from time to time as the security deposit per Tenant Portable (the “**Portable Deposit**”);

- (d) the Tenant Portable shall be installed and fully connected to all utilities within ninety (90) days after issuance of the Permits;
- (e) the Tenant shall make all arrangements necessary for and shall bear the entire cost of:
 - (i) obtaining all permits required for the lawful movement, installation, connection and operation of the Tenant Portable (collectively, the “**Permits**”) and providing the Landlord promptly with copies of all documentation submitted in support of applications for the Permits, and copies of all issued Permits immediately upon receipt;
 - (ii) moving, installing, connecting, maintaining and repairing the Tenant Portable during the Term, and removal of the Tenant Portable by the end of the Term, including proper decommissioning of all service connections and restoration of the land to its original state;
 - (iii) more specifically but without limiting the generality of the foregoing, installing, maintaining and keeping up to date an appropriate fire and life safety system in the Tenant Portable and connecting to and maintaining all utility services to be provided to the Tenant Portable; and
 - (iv) all other matters and expenses relating to the Tenant Portable;
- (f) the Landlord shall bear no cost, liability or expense whatsoever in respect of the Tenant Portable or the Premises, it being the intention of the parties hereto that this shall be a net lease, fully carefree to the Landlord;
- (g) once installed, the Tenant Portable shall form part of the Premises for the purposes of this Lease and (without limiting the generality of any other provision in this Lease) the Tenant shall not transfer, assign, sell, lease or mortgage any of its interest or rights in the Tenant Portable nor grant any concession, franchise or license or right of occupancy within or with respect to the Tenant Portable except with the prior written consent of the Landlord, which consent may be withheld in the sole discretion of the Landlord;
- (h) in consideration of the Landlord’s consent to the installation of the Tenant Portable, and as general and continuing security for the due payment, observance and performance by the Tenant of all obligations under this Lease (“Secured Obligations”), the Tenant hereby grants to the Landlord a security interest in the Tenant Portable (“Security Interest”) and the Tenant shall promptly provide such written confirmation of the Security Interest and further assurances as the Landlord may request. The Security Interest shall continue in force and effect notwithstanding any partial performance of the Secured Obligations and will remain in full force and effect and undischarged until the Tenant removes the Tenant Portable in accordance with this section 2.3. The Tenant hereby authorizes the Landlord to file such financing statements, forms, security notices and other documents and to do such acts, matters and things as the Landlord may deem appropriate to perfect, preserve or protect the Security Interest and its priority;
- (i) unless otherwise directed by the Landlord, the Tenant shall at its own expense remove the Tenant Portable from the land and fully restore the land to its original condition by the end of the Term. The Tenant shall make good any damage caused to the Premises or Land by such removal;
- (j) if the Tenant fails to remove the Tenant Portable in accordance with this section 2.3, the Tenant Portable shall become the property of the Landlord, except for any Hazardous Substances present in or on the Tenant Portable (which shall remain the property of the Tenant), and the Landlord may remove the Tenant Portable and dispose of it. Such removal and disposal shall be at the Tenant’s expense and the cost of such removal and disposal shall be paid by the Tenant promptly

to the Landlord upon written demand, and the Landlord shall not be responsible for any loss or damage to any property of the Tenant as a result of such removal and disposal;

- (k) the Landlord may apply any portion of the Portable Deposit towards the payment of any expenses incurred in the removal of the Tenant Portable under section 2.3(j) above, without limiting or excluding any other rights the Landlord may have under this Lease, or at law or in equity; and
- (l) without limiting the generality of any other provision in this Lease, the Tenant shall ensure that no Hazardous Substances are present, handled or stored in the Tenant Portable at any time.

For greater certainty, subsections (a) to (d) of this section 2.3 do not apply to any Tenant Portables installed by the Tenant to the Premises prior to the date of this Lease.

2.4 Surrender at End of Term:

The Tenant shall, at the expiration or sooner determination of the Term or any renewal, peaceably surrender and yield up to the Landlord the Premises with the appurtenances and all fixtures or erections which at any time during the Term or any renewal shall be made therein or thereon in good and substantial repair and condition, and shall deliver to the Landlord all keys, security access cards, passwords, building operating manuals, and maintenance records to or relating to the Premises which the Tenant has in its possession.

2.5 Overholding:

If at the expiration of the Term the Tenant shall hold over with the consent of the Landlord, then the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only at a rental per month equal to two times the Monthly Rent provided for in the last preceding year of this Lease, payable monthly in advance on the first day of each month and shall be subject to all other terms and conditions of this Lease.

2.6 Termination by Landlord with Notice:

Notwithstanding anything herein contained, if:

- (a) the Minister or Ministry of Education for the Province of British Columbia (the "Minister") should prohibit the Landlord from leasing the Premises to the Tenant or order the Landlord to sell the Premises, or
- (b) the Landlord determines that it should substantially renovate, demolish or sell the Building and Lands,

then the Landlord shall have the right in its discretion and without cause to terminate this Lease by giving at least one (1) years prior notice in writing to the Tenant, such termination to be effective on August 1 of any ensuing year, as the case may be, and the Tenant shall not be entitled to any compensation from the Landlord for the loss of the unexpired residue of the Term or for any loss, cost or damage whatsoever suffered by the Tenant as a result of the termination of the Lease. The Tenant shall vacate the Premises on or before the effective date of termination. If the Landlord is not required by the Minister to sell the Premises but elects to sell the Premises, then the Landlord will only do so to a purchaser willing to assume this Lease. If as a result of a sale of the Premises any Taxes payable by the Tenant under this Lease are levied in respect of the Premises or the Tenant, then the Monthly Rent payable by the Tenant under this Lease shall be reduced by the amount of such Taxes as they fall due.

2.7 Early Termination:

If either the Landlord or the Tenant gives written notice of its intention to terminate this Lease to the other party:

- (a) after May 1, 2020 but no later than June 30, 2020, then the Lease shall terminate on July 31, 2023; or
- (b) after May 1, 2022 but no later than June 30, 2022, then the Lease shall terminate on July 31, 2025;

(each such option to terminate the Lease, a “Termination Option”).

The Tenant shall be entitled to exercise the Termination Option only if it is not in default under the terms of the Lease. In the event the Lease is terminated as aforesaid, the Tenant covenants and agrees to:

- (d) pay all amounts on account of Rent up to and including the date of such termination; and
- (e) vacate the Premises in accordance with the terms of the Lease on the date of such termination.

ARTICLE 3 **RENT**

3.1 Rent:

The Tenant shall pay to the Landlord, or as the Landlord may in writing direct, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, on the days and at the times hereinafter specified during each year of the Term, the aggregate of the following sums (herein collectively called the “Rent”):

- (a) the Monthly Rent specified in section 1.1(12); and
- (b) all additional rent or payments as provided in this Lease.

If the Term commences on a day which is not the first day of a calendar month, then the instalment of Monthly Rent payable on the date of commencement of the Term for the broken portion of the calendar month at the start of the Term shall be calculated at a rate per day equal to 1/365th of the annual aggregate Monthly Rent.

3.2 Rent Payments:

The payment of the Rent shall be made to the Landlord by the Tenant at the Landlord’s designated office or at such other place as the Landlord may from time to time designate in writing. The payments of the Monthly Rent shall be made in equal consecutive instalments on the first day of each month of the Term, in advance. The Tenant will, at the request of the Landlord, forthwith deliver to the Landlord postdated cheques for the monthly instalments of the Monthly Rent for the twelve months ensuing. The Expenses and Taxes (both as defined in section 13.1) shall be paid monthly in accordance with the reasonable forward estimates thereof made by the Landlord and shall be adjusted at the end of each Lease Year as provided in section 7.2.

3.3 Security Deposit:

The Security Deposit, if any, specified in section 1.1(15) shall be paid by the Tenant to the Landlord forthwith upon the execution of this Lease. The Security Deposit may be applied from time to time by the Landlord in satisfaction of any amounts payable by the Tenant under this Lease. If so applied, the Tenant will restore the Security Deposit to its original amount forthwith upon demand by the Landlord.

3.4 Interest On Overdue Rent:

Interest on any monies due to the Landlord under this Lease shall be paid by the Tenant and shall accrue at a rate which is the aggregate of three percent per annum plus the “Prime Interest Rate” (as herein defined), such rate of interest to be calculated and compounded monthly, not in advance from the due date for payment of such monies. For the purposes of this Lease, the term “Prime Interest Rate” shall mean the rate of interest per annum (regardless of how or when calculated) designated from time to time by the Canadian Imperial Bank of Commerce (herein called the “Bank”) as being the prime commercial lending rate (now commonly known as the Bank’s “Prime Rate”) charged by the Bank for demand loans in Canadian funds made at the main branch of the Bank in Vancouver, British Columbia (and if at any time there is more than one prime commercial lending rate of the Bank then the Prime Interest Rate shall be the highest prime commercial lending rate of the Bank). If the Prime Interest Rate

changes, and so often as the same occurs at any time until the monies owing hereunder have been paid in full, the rate of interest charged under this Lease shall change on the same day and in the same amount as the Prime Interest Rate changed. It is further understood and agreed that there shall be no reduction in the Prime Interest Rate in the event that the Prime Interest Rate is calculated by the Bank on a basis other than a monthly basis as provided in this Lease.

3.5 Late Payment Processing Fee:

If the Tenant does not pay when due any payments required under this Lease, the Tenant will forthwith pay a late processing fee of \$100 for each such late payment.

3.6 Evidence of Payments:

The Tenant shall produce to the Landlord from time to time at the request of the Landlord satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

3.7 Additional Rent:

All sums payable by the Tenant to the Landlord under this Lease and all sums paid or expenses incurred hereunder by the Landlord which ought to have been paid or incurred by the Tenant, or for which the Landlord is entitled to reimbursement from the Tenant, and any interest owing to the Landlord hereunder may be recovered by the Landlord as additional rent by any and all remedies available to it for the recovery of rent in arrears.

ARTICLE 4 **GENERAL COVENANTS**

4.1 Covenants of Landlord:

The Landlord covenants with the Tenant that, subject to any provisions of the Lease to the contrary, the Tenant shall and may peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, and the Landlord shall observe and perform all the covenants and provisions of this Lease on its part to be observed and performed.

4.2 Covenants of Tenant:

The Tenant covenants to pay rent and to observe and perform all the covenants and provisions of this Lease on its part to be observed and performed.

ARTICLE 5 **BUSINESS AND USE**

5.1 Permitted Use:

The Tenant shall not use the Premises nor allow the Premises to be used for any purpose other than that provided in section 1.1(11), or such other purpose consistent with the policies of the Landlord that may be expressly approved in writing by the Landlord, which approval may be withheld at the Landlord's discretion.

5.2 Required and Prohibited Conduct:

The Tenant shall occupy the Premises from and after the date of commencement of the Term. The Tenant shall conduct continuously and actively the business or activity set out in section 1.1(11) hereof (and no other business or activity) in the whole of the Premises. In the conduct of the Tenant's business and activity at the Premises, the Tenant shall:

- (a) abide by all applicable laws, regulations and orders of authorities having jurisdiction;
- (b) not conduct or permit any auction, bulk sale, liquidation sale, “going out of business” sale, fire sale, bankruptcy sale, or warehouse sale; and
- (c) not conduct or permit any sale or business which, for any reason, would, in the Landlord’s opinion, tend to negatively affect the reputation of the Landlord.

5.3 No Nuisance:

The Tenant shall not at any time use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof any noxious, noisome or offensive act, trade, business, occupation or calling. No act, matter or thing whatsoever shall at any time during the Term be done in or upon the Premises or any part thereof which shall or may be or grow to become an annoyance, nuisance, damage or disturbance to or of any of the other occupiers of the Lands or of any lands or properties in the vicinity of the Lands.

5.4 Compliance with Laws:

The Tenant shall comply promptly at its own expense with all laws, by-laws, ordinances, regulations, requirements and recommendations which may be applicable to the Tenant or to the manner of use of the Premises, of any and all federal, provincial, civic, municipal and other authorities or association of insurance underwriters or agents and all notices in pursuance of same and whether served upon the Landlord or the Tenant. The Tenant shall obtain all approvals or permits necessary for its use or occupation of the Premises and for any work to be done on the Premises. The Landlord makes no representation or warranty that the uses allowed by this Lease are permitted by such laws, ordinances, regulations, requirements and recommendations. Without limiting the foregoing, the Tenant acknowledges and agrees that:

- (a) the Tenant shall be responsible for obtaining and maintaining any and all licenses and permits required for the Tenant to lawfully operate its business in and from the Premises;
- (b) the Tenant shall be responsible for obtaining and maintaining any building permit that may be required in respect of work required by the Tenant;
- (c) the Tenant acknowledges that the B.C. Tobacco and Vapour Products Control Act prohibits the use of tobacco, smoking and vaping (the “Smoking Ban”), that the BC Cannabis Control and Licensing Act (upon coming into effect) prohibits cannabis smoking and vaping (the “Cannabis Ban”), and that the Landlord’s policies prohibit the consumption of alcohol (the “Drinking Ban”), in all school district buildings and on all school district lands; during the Term the Tenant will comply with and will use reasonable efforts to enforce the Smoking Ban, Cannabis Ban and Drinking Ban in and about the Premises;
- (d) the Tenant acknowledges that Hazardous Substances such as asbestos may be present in the Premises, and that in accordance with the Occupational Health and Safety Regulation (the “Regulation”), the Tenant is responsible for complying, and ensuring that all the Tenant’s staff and invitees comply, with the Regulation and with the Landlord’s Hazardous Building Materials Management and Exposure Control Plan (the “Program”) including, without limitation, a prohibition against any disturbance of structural materials in the Premises, such as by drilling or nailing holes to hang pictures, except in compliance with the Regulation and the Program;
- (e) an adult representative of the Tenant shall be on site and effectively supervising all occupants of the Premises and no person shall be left unattended in the Premises or be permitted to access any portion of the Buildings other than the Premises as specifically permitted by this Agreement; and

- (f) the Tenant shall ensure that each director and officer of the Tenant and each individual working or volunteering, or engaged to provide services in or at the Premises or the Land (including contractors engaged by the Tenant), has undergone a Criminal Records Search and a Criminal Record Review within the 12 month period immediately preceding the date that the individual first enters onto the Premises or the Land, and that the results have been communicated to and are acceptable to the Landlord, and the Tenant shall provide to the Landlord updated Criminal Records Searches and Criminal Record Reviews for each of its directors, officers, and other abovementioned individuals every five years, or more frequently if requested by the Landlord, with results acceptable to the Landlord.

5.5 Signs:

The Tenant shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, flag, banner, lettering or direction on any part of the Lands, the outside of the Buildings or on the interior or exterior of any glass, or inside the Premises in such a position as to be visible from the outside of the Premises or in any corridor, hallway, entrance or other publicly visible part of the Premises, without the prior written approval of the Landlord. The Landlord may prescribe a uniform pattern for identification signs to be placed on the outside of the Premises. The Tenant shall display the Canadian flag on the Lands in accordance with the protocols prescribed by the government of Canada, and the Tenant shall display the flag of British Columbia on the Lands in accordance with the protocols prescribed by the government of British Columbia.

5.6 Business Name:

The business to be carried on in the Premises from time to time shall be carried on under the Tenant's trade name and style set out in section 1.1(6), or such other trade name and style as may from time to time be approved by the Landlord in writing, and not otherwise.

5.7 Environmental Protection:

Without limiting the generality of any other provision in this Lease and regardless of whether or not any of the Acts, regulations, or bylaws identified in this section have jurisdiction or authority over or in respect of the Lands, but subject to any more stringent requirements lawfully imposed by the Landlord or any other person having lawful authority to do so, the Tenant will, during the Term:

- (a) not conduct any business or other activity in the Buildings or on the Lands involving the presence, handling or storing of any Hazardous Substance on or adjacent to the Buildings;
 - (b) comply with all provisions of:
 - (i) the *Environment Management Act*, R.S.B.C. 1996, c. 118,
 - (ii) the *Waste Management Act*, R.S.B.C. 1996, c. 482,
 - (iii) the *Canadian Environmental Protection Act*, R.S.C. 1985, c. 16,
- and all regulations made pursuant thereto, all as amended from time to time, and
- (c) in the event of spillage, escape, emission or discharge from the Buildings or onto the Lands, as the case may be, by the Tenant, its employees, agents, invitees or subtenants, or any person for whom it is in law responsible, whether intentional or unintentional, of any kind of oil or grease or any Hazardous Substance or any other matter or substance which may be deleterious, dangerous, poisonous, flammable or explosive, the Tenant, in addition to any other obligations imposed by law or other provisions of this Lease, will immediately report such spillage, escape, emission or discharge to the Landlord and all appropriate authorities and take all steps required to stop the spillage, escape, emission or discharge of the said matter or substance and to clean up all of the

said matter or substance which has spilled, escaped, been emitted or discharged, from the Buildings or onto the Lands, and will cooperate with the Landlord or any authorities in stopping the spillage, escape, emission or discharge and cleaning up of the said matter or substance.

5.8 Environmental Indemnity:

The Tenant will indemnify and hold harmless the Landlord and its trustees, officers, directors, employees and agents from and against all fines, penalties, actions, suits, legal proceedings and all costs and expenses associated therewith (including legal fees on a solicitor and his own client basis) arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Substances by the Tenant or by any person for whom the Tenant is legally responsible that occurs at or from the Buildings or on the Lands, or at or from any use, production, processing, storage, or disposal of any Hazardous Substances by the Tenant or by any person for whom the Tenant is legally responsible at, in or about the Buildings or Lands or at or from the transportation of Hazardous Substances by the Tenant or by any person for whom the Tenant is legally responsible to or from the Buildings or Lands, and each such case occurring at any time after commencement of the Term or from the Tenant's failure to provide all information, make all submissions and take all actions required by any competent legislative and regulatory authority. The Tenant will further indemnify the Landlord for any costs and expenses incurred by the Landlord to clean up the Buildings or Lands as a result of any spill, deposit, discharge or other release of Hazardous Substances by the Tenant or by any person for whom the Tenant is legally responsible on, upon or around the Buildings or Lands and for all costs or expenses incurred by the Landlord to restore the Buildings or Lands to their original state following any deposit, spill, discharge or other release of Hazardous Substances by the Tenant or any person for whom the Tenant is legally responsible.

5.9 Parking and Playing Fields:

The Tenant shall have exclusive license to use the playing fields and parking areas located upon the Lands only between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday in any week when the Tenant's school program is in session, provided however, that the Landlord will be entitled to park maintenance vehicles on the Lands from time to time as required. The Landlord retains exclusive use of the playing fields and parking areas at all other times. The Tenant shall not interfere with any use of the playing fields and parking areas by any other licensee of the Landlord or the general public outside of the Tenant's exclusive use periods.

5.10 Furniture:

The Tenant shall have license to use the Landlord's furniture located within the Buildings, including all desks, tables, chairs and built-in bookshelves, at no cost to the Tenant. Upon expiry or earlier termination of this Lease, the Tenant shall leave the Landlord's furniture in the Buildings in reasonable condition, normal wear and tear excepted.

ARTICLE 6 **TAXES**

6.1 Taxes Payable by Tenant:

The Tenant shall pay when due all property taxes payable in respect of the Premises. The Tenant shall pay when due all goods and services taxes or value added taxes or similar taxes or government charges that may be imposed or assessed in connection with this Lease, including penalties for late payment thereof. The Tenant shall pay when due all business, carbon or other taxes (if any) from time to time levied in respect of the Tenant's use or occupancy of the Premises, including penalties for late payment thereof. The Tenant shall pay when due all business licence fees and all other taxes and charges (if any) levied or assessed in respect of the use or occupancy of the Premises by the Tenant or the equipment, machinery, or fixtures brought therein or belonging to the Tenant, or to anyone occupying the Premises with the Tenant's consent, including penalties for late payment thereof.

ARTICLE 7 **EXPENSES AND TAXES**

7.1 Expenses and Taxes:

The Tenant shall pay as additional rent to the Landlord by monthly instalments to be fixed by the Landlord from time to time the Expenses and Taxes.

7.2 Annual Adjustment:

At the end of each Lease Year, the Landlord shall compute the amount of the Expenses and Taxes for the Premises for such Lease Year. A statement showing these details shall be submitted to the Tenant stating also the amount of the monthly instalments for the ensuing Lease Year. The determination and allocation of the Expenses and Taxes shall be binding on the Tenant unless such determination and allocation has been made erroneously or unreasonably in a substantial respect. Notwithstanding the foregoing, the Landlord's determination and allocation of the Expenses and Taxes if not disputed by the Tenant in writing within sixty days of receipt of such statement shall be final and binding on the Tenant.

7.3 Utilities:

The Tenant shall pay for, and discharge all rates and charges for all services and utilities whatsoever supplied to or used in connection with the Premises, including without limitation, water, sewage, gas, heat, air-conditioning, electricity, telephone, cable, internet and any other utilities or equipment used in respect of the Premises, whether billed directly to the Tenant or indirectly through the Landlord. In the event that any of such rates and charges are not separately metered or charged to the Premises, then the Landlord, acting reasonably, may, at its option, allocate such rates and charges among the Tenant and other consumers of such utilities.

7.4 Net Lease:

The Tenant acknowledges and agrees that it is intended that this Lease shall be a completely carefree net lease for the Landlord except as shall be otherwise specifically provided in this Lease. The Landlord shall not be responsible during the Term or any renewal for any taxes, costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises. Except as shall be otherwise provided in the specific provisions contained in this Lease, the Tenant shall pay all charges, impositions and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant.

ARTICLE 8 **BUILDING SYSTEMS**

8.1 Building Systems:

In no event shall the Landlord have any obligation or liability in connection with the cessation or unavailability, or the interruption or suspension, at any time, of any Building System within the Premises.

8.2 Tenant's Covenants Respecting Building Systems:

The Tenant will take such action as the Landlord may from time to time require for the purpose of energy conservation. The Tenant shall operate all such portions of the Building Systems to the satisfaction of the Landlord and shall install at its own expense and keep reasonable devices as specified by the Landlord to give remote indication of the efficiency of such equipment. The Tenant covenants that it will maintain the temperature in the Premises at a reasonable standard of comfort at all times when the Premises are open for business.

Without limiting the generality of any other provision in this Lease, the Tenant shall, at its own cost, comply with any rules, regulations, requirements or directives the Landlord may issue to the Tenant from time to time in respect

of the maintenance, operation or repair of the Building Systems and carry out regular maintenance of the Building Systems as may be prescribed by the Landlord. The Landlord's current requirements as to the Tenant's maintenance of the Land and Premises are set out in Schedule C attached hereto.

ARTICLE 9 **MAINTENANCE, REPAIRS AND ALTERATIONS**

9.1 Care and Repair of Premises:

The Tenant shall at all times during the Term and any renewal at its own cost repair and maintain in a first class condition and in a safe, lawful, clean and sanitary condition, the Premises including appurtenances, fixtures, doors, frames, glass, walls, floors, ceilings, sprinklers, Building Systems (including heating, ventilating and air-conditioning equipment, plumbing and the free flow of the sewer) and all equipment and fixtures now or hereafter installed in the Premises, such repairs and maintenance to be executed as necessary, or as reasonably required by the Landlord. Without limiting the foregoing, the Tenant shall be responsible for all cleaning and custodial work, pest control and garbage and snow removal. Any and all work to be done or materials to be supplied hereunder shall be at the sole cost and expense of the Tenant and shall be done and supplied and paid for in the manner and to such standards and according to such reasonable terms and conditions, if any, as the Landlord may prescribe from time to time. The Tenant will obtain all permits or approvals necessary for all repairs, replacement and maintenance and comply with all applicable legal and regulatory requirements or guidelines, including any applicable requirements or guidance issued by Technical Safety BC. The Tenant shall obtain the Landlord's written approval prior to repairing, removing or replacing any of the Building Systems and the Landlord may require that any or all work to be done, or materials to be supplied hereunder shall be done or supplied by the Landlord's specified contractors or workers or by contractors or workers engaged by the Tenant but first approved by the Landlord.

9.2 Light Fixtures:

The Tenant shall at its own expense be responsible for and shall maintain and replace from time to time as may be reasonably necessary during the Term and any renewal all light fixtures, tubes, ballasts, lighting controls and starters in the Premises. The Landlord shall have the right to attend to such maintenance and replacements at the cost of the Tenant.

9.3 Glass:

The Tenant shall at its own expense replace or repair, under the direction and to the reasonable satisfaction of the Landlord, the glass, locks and trimmings of the doors and windows in or upon the Premises which become damaged or broken except any glass, locks or trimmings damaged or broken by the Landlord, its employees, agents or contractors.

9.4 Inspection for Repairs:

The Landlord and its agents shall have the right at all reasonable times during the Term and any renewals, to enter the Premises to examine the condition thereof. The Tenant shall make all repairs and perform all maintenance which the Landlord may require by notice in writing.

9.5 Alterations:

Without the prior written consent of the Landlord, which shall be in the sole discretion of the Landlord, the Tenant shall not make any changes, alterations, additions, repairs, improvements or decorations to the Premises. The Tenant shall submit to the Landlord detailed plans and specifications for any such work or installation when applying for consent. The Landlord reserves the right to recover from the Tenant the cost of having its architects or engineers examine such plans and specifications. The Landlord may require that any or all work to be done, or materials to be supplied hereunder shall be done or supplied by the Landlord's contractors or workers or by contractors or workers engaged by the Tenant but first approved by the Landlord. The Landlord may require that

any or all work be done by workmen having a union membership or union affiliation acceptable to the Landlord. In any event, any and all work to be done or materials to be supplied hereunder shall be at the sole cost and expense of the Tenant and shall be done and supplied and paid for in the manner and according to such terms and conditions, if any, as the Landlord may prescribe. Any connections of apparatus to the electrical system other than a connection to an existing base receptacle or any connection of apparatus to the plumbing lines shall be deemed to be an alteration within the meaning of this section. All changes, alterations, additions, repairs, improvements and decorations will comply with all statutes, regulations or by-laws of any municipal, provincial, federal or other authority. The Tenant will obtain all permits or approvals necessary for all changes, alterations, additions, repairs, improvements and decorations.

9.6 Fixturing Period:

If a fixturing period is specified in section 1.1(9), and if the Premises are then vacant and available for occupation by the Tenant, then the Tenant may enter the Premises for the purpose of performing work previously approved by the Landlord under section 9.5. If the Tenant so enters the Premises, then the terms of this Lease shall apply during the fixturing period. The Landlord has no responsibility, risk or liability whatsoever for any loss of or damage to any work, improvements, fixtures or equipment installed or left on the Premises by the Tenant.

9.7 Landlord's Right to Inspect and Display Sign:

Any person or persons may inspect the Premises and all parts thereof at all reasonable times on producing a written order to that effect signed by the Landlord or its agents. The Landlord shall have the right during the last three months of the Term to place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are for rent. The Tenant will not remove, alter or obscure such notice or permit the same to be removed, altered or obscured.

9.8 Liens:

The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Premises. The Tenant will not suffer or permit any liens to exist or to be filed against the Buildings or the Lands. The Tenant shall forthwith discharge any liens at any time filed against and keep the Lands and the Buildings free from liens. In the event that the Tenant fails to do so, the Landlord may, but shall be under no obligation to, pay into Court the amount required to obtain a discharge of any such lien in the name of the Tenant. Any amount so paid together with all disbursements and costs in respect of such proceedings on a solicitor and his own client basis shall be forthwith due and payable by the Tenant to the Landlord as additional rent. The Tenant shall allow the Landlord to post and keep posted on the Premises any notices that the Landlord may desire to post under the provisions of the Builders Lien Act of British Columbia or other similar legislation.

9.9 Window Coverings:

The Tenant shall not, without the prior written consent of the Landlord, put up any window drapes, blinds, awnings or other similar things.

9.10 Overloading Services:

The Tenant shall not install any equipment that will exceed or overload the capacity of any utility or service facilities. If, in the opinion of the Landlord, any equipment installed by the Tenant shall require additional utility service facilities, the same shall be installed at the Tenant's expense in accordance with plans and specifications to be approved in writing by the Landlord.

9.11 Cleaning on Termination:

The Tenant shall immediately before the expiration or sooner determination of this Lease wash the floors, windows, doors, walls and woodwork of the Premises. The Tenant will not upon such expiration or sooner determination

leave upon the Premises any rubbish or waste material. The Tenant will leave the Premises in a clean and tidy condition.

9.12 Goods and Chattels Not to be Removed:

All goods, chattels and fixtures when moved into the Premises shall not, except in the normal course of business, be removed from the Premises until all Rent due or to become due during the Term and any renewal and all utility charges are fully paid.

9.13 Removal of Fixtures:

All fixtures, installations, changes, alterations, additions, partitions, repairs, improvements and decorations made to or installed in the Premises or anything in the nature of leasehold improvements, including, without limitation, any shipping or storage containers, but excluding unattached moveable trade fixtures ("Improvements"), shall become the property of the Landlord on such making or installation. Subject to section 9.12 hereof and provided the Tenant is not in default of any of its covenants under this Lease, then the Tenant may at or prior to the expiration of the Term or any renewal hereby granted, take, remove and carry away from the Premises all fixtures, fittings, shelving, counters or other articles upon the Premises in the nature of tenants' trade fixtures. The Tenant shall in such removal do no damage to the Premises, or shall make good any such damage. The Tenant shall not remove or carry away from the Premises any plumbing, heating, air conditioning or ventilating plant or equipment or other Building Systems. Upon the termination of this Lease by effluxion of time or otherwise, the Tenant shall, unless otherwise directed by the Landlord, remove any Improvements made or installed by the Tenant or by the Landlord on behalf of the Tenant and to make good any damage caused to the Premises by such removal. The Landlord shall also have the right to require the Tenant to restore part or the whole of the Premises to its original configuration and condition existing as at the Commencement Date of the Term.

9.14 Damage to Building by Tenant:

The Tenant shall reimburse the Landlord for costs incurred by the Landlord in making good any damage caused to the Building or any part thereof including the furnishings and amenities thereof as a result of the negligence or wilful act of the Tenant, its invitees, licensees, agents, servants or other persons from time to time in or about the Premises.

9.15 Damage or Destruction of Land, Premises or Buildings:

The following provisions apply in respect of the damage or destruction of the Land, Premises or all or part of the Buildings, save for damage or destruction of the Tenant Portables (if any):

- (a) If all or any portion of the Land, Buildings or the Premises shall be destroyed or damaged by reason of any cause to such an extent that either (i) in the Landlord's reasonable opinion (to be given promptly, if the Tenant so requests) it is unable to be repaired, restored or rebuilt within a period of 60 days after the happening of such destruction or damage, or (ii) the estimated cost (as estimated by the Landlord) of repairing, restoring or rebuilding it shall exceed the proceeds of insurance available to the Landlord for the purpose, or (iii) 20% or more of the floor area of the Buildings is damaged, or (iv) it is impractical to rebuild or restore the Buildings or such rebuilding or restoration would not comply with the then existing applicable laws, or by-laws, ordinances, regulations and requirements of any governmental authority, then the Landlord may terminate this Lease upon thirty days written notice. The Tenant shall thereupon immediately surrender the Premises and this Lease to the Landlord and rent shall be apportioned to the date of such termination.
- (b) If the Land or Premises are destroyed or damaged by reason of any cause and this Lease shall not have been terminated, the Landlord shall with reasonable diligence repair the Land or Premises (as the case may be), except such work as may have been done by the Tenant or for which the Tenant is required to maintain and repair, all of which shall be repaired by the Tenant. The Tenant shall

restore all improvements, fixtures, furnishings, and decorations so that the Premises shall be suitable for the proper operation of its business. If as a result of any destruction or damage to the Land or Premises which the Landlord is obligated to repair under this section, and which is not the fault of the Tenant and does not consist of merely an interruption of or interference with any utility, service or access, the Premises are rendered in whole or in part unfit for use and occupancy by the Tenant, then during the period following the occurrence of such destruction or damage and ending upon the earlier of the date (i) when both the repairs to the Land or Premises which the Landlord is obligated to make as aforesaid are completed sufficiently to enable the Tenant to commence its repairs and the Tenant has been allowed a reasonable period of time which is sufficient for the completion by it of the repairs it is obligated to make as aforesaid with due diligence, and (ii) upon which no insurance proceeds are available to the Landlord under its loss of rental income insurance policy in respect of the Premises, Monthly Rent and all other amounts which shall become due and payable hereunder by the Tenant to the Landlord shall from time to time abate in the same proportion that the part of the Area of the Premises from time to time rendered unfit for such use or occupancy by reason of such destruction or damage is of the Area of the Premises. Nothing herein shall obligate the Landlord to restore the Land or rebuild the Buildings or the Premises in its existing or in any other form. The Landlord may make such changes, alterations, modifications, adaptions or extensions to the Land, Buildings or the Premises as the Landlord shall see fit, in its unfettered discretion.

9.16 Examination of Premises:

The Landlord will provide the Premises to the Tenant on an “as is, where is” basis, without any warranty as to the fitness of the Premises for the Tenant’s purposes. The Tenant will examine the Premises and the Buildings before taking possession under this Lease. Such taking of possession will be, in the absence of agreement in writing to the contrary, conclusive evidence as against the Tenant that at the time thereof the Premises and the Buildings were in good order and satisfactory condition, acceptable to the Tenant. No promise of the Landlord to alter, remodel or improve the Premises or the Buildings and no representation respecting the condition of the Premises or the Buildings have been made by the Landlord except as may be expressly stated herein.

9.17 Landlord’s Projects and Rights to Do Work:

Notwithstanding anything herein to the contrary, the Landlord shall have the right at all times and from time to time, to:

- (a) make structural changes to the Buildings, expand or reduce the Buildings and add new Buildings;
- (b) make minor changes in the size or configuration of the Premises;
- (c) expand, reduce or alter in any manner whatsoever the parking facilities;
- (d) relocate or rearrange parking areas and other improvements from those existing at the commencement of the Term;
- (e) use, install, maintain and repair pipes, wires, ducts or other installations in, under or through the Premises for or in connection with the supply of any services to the Premises or any other premises in the Buildings, such services to include, without limiting the generality of the foregoing, gas, electricity, water, sanitation, telephone, heating, air-conditioning and ventilation;
- (f) make changes and additions to the pipes, conduits and ducts or other structural and non-structural installations in the Premises and Buildings where desirable to serve the Premises or the Buildings or to facilitate expansion or alteration of the Buildings or the construction of new Buildings or to carry out seismic projects, (including, without limitation, the construction and erection of columns and support facilities) but shall not unreasonably interfere with the use and enjoyment of the Premises beyond the extent necessary for such changes, additions and installations, and shall make good any damage to the Premises arising in the course of such changes and additions;

- (g) interrupt or suspend the supply of electricity, water or other utilities and services when necessary and until the said additions, improvements, installations or repairs shall have been completed; and
- (h) temporarily obstruct or close off any Buildings or the Premises or any parts thereof for the purpose of maintenance, repair or construction or for any purpose specified above.

Without limiting the generality of the foregoing, the Tenant acknowledges that the Tenant shall not have any right to object to nor any right to any claim of damages or any reduction or abatement in Rent in respect of any exercise of the Landlord's rights under this section. The exercise by the Landlord of its rights set forth in this section shall not be deemed to be a constructive or actual eviction of the Tenant, nor a breach of any covenant of quiet enjoyment or other covenant contained in this Lease.

9.18 Notice of Accidents and Defects:

The Tenant shall give the Landlord prompt written notice of any damage to or defect in the heating, ventilating or air-conditioning system, water pipes, gas pipes, telephone lines, electric lighting and wiring and other mechanical, electrical and utility systems and apparatus in the Premises.

9.19 Security:

The Tenant will be solely responsible for security of the Premises and persons occupying the Premises when the Tenant's school program is in session, including management of keys, pass cards and access to security codes. Up to date information concerning holders of keys and pass cards at any time will be provided to the Landlord by the Tenant upon the Landlord's request.

9.20 Care and Repair of the Lands:

The Tenant shall at all times during the Term and any renewal at its own cost maintain the Lands in a first class condition suitable for the Tenant's permitted use of the Premises, including landscaping, tree care and maintenance, maintaining the playing fields, fencing and playground equipment (including softfall media such as engineered wood chips under the playground equipment). The Tenant shall at its own expense carry out prompt snow removal (including clearing and salting of snow) on the Lands and on the sidewalks adjoining the Lands.

The Tenant shall, at its own cost, comply with any rules, regulations or directives the Landlord may issue to the Tenant from time to time in respect of the care, maintenance or use of the Lands.

ARTICLE 10 **INSURANCE AND LIABILITY**

10.1 Tenant Insurance:

The Tenant shall at its expense, provide and maintain in force during the Term and any renewal thereof:

- (a) "all risks" insurance upon all merchandise, stock-in-trade, furniture, fixtures, equipment, leasehold improvements and other property of every kind and description located in the Building, owned by the Tenant or for which the Tenant is responsible or legally liable, in an amount at least equal to the full insurable value thereof, calculated on a replacement cost basis;
- (b) automobile liability insurance to a limit of liability of not less than \$2,000,000.00 in any one accident, covering all licensed motor vehicles owned by the Tenant and used in connection with its business carried on from the Building;

- (c) comprehensive bodily injury and property damage liability insurance applying to the operations of the Tenant carried on from the Building, including, without limitation, personal injury liability, product liability, contractual liability, non-owned automobile liability and protective liability with respect to the occupancy of the Building by the Tenant, and such insurance will be written for an amount of not less than \$5,000,000.00 per occurrence, or such higher amount as the Landlord may from time to time reasonably require;
- (d) plate glass insurance for the benefit of the Landlord and the Tenant, covering all plate glass in the Premises including plate glass windows and doors, in an amount equal to the full replacement cost thereof;
- (e) tenant's all risks legal liability insurance in an amount not less than the replacement cost of the Building and the Tenant Portables (if any);
- (f) tenant's business interruption insurance to cover a twelve (12) month interruption period; and
- (g) any other form or forms of insurance as the Landlord may reasonably require from time to time in amounts and for perils against which a prudent tenant acting reasonably would protect itself in similar circumstances.

All insurance shall be effected with insurers and brokers and upon terms and conditions satisfactory to the Landlord and copies of all policies shall be delivered to the Landlord. All policies of insurance to be effected by the Tenant shall have the following provisions or characteristics:

- (h) any loss shall be payable to the Landlord and the Tenant as their interests may appear notwithstanding any act or neglect of the Tenant which might otherwise result in the forfeiture of such policies or any of them;
- (i) they shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured;
- (j) all policies of liability insurance shall be written to cover the Landlord and the Tenant and shall provide that each person, firm or corporation insured under such policy or policies shall be insured in the same manner and to the same extent as if individual policies had been issued to each;
- (k) all policies shall contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord and against those for whom the Landlord is in law responsible, whether any such loss or damage is caused by the act, omission or negligence of the Landlord or by those for whom the Landlord is in law responsible; and
- (l) all policies shall contain an undertaking by the insurers to notify the Landlord in writing not less than thirty days prior to any material change, cancellation or other termination thereof.

If the Tenant does not provide or maintain in force such insurance, the Landlord may take out the necessary insurance and pay the premium therefor. The Tenant shall pay to the Landlord as additional rental the amount of such premium immediately on demand. In the event that both the Landlord and the Tenant have claims to be indemnified under any such insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

10.2 Acts Conflicting with Insurance:

The Tenant shall not do or permit to be done any act or thing which might render void or voidable or conflict with the requirements of any policy of insurance, including any regulations of fire insurance underwriters applicable to such policy, whereby the Premises or the Buildings or the Lands are insured or which may cause any increase in premium to be paid in respect of any such policy. In the event that any policy is cancelled or threatened to be cancelled by reason of any act or omission of the Tenant, the Landlord shall, in addition to any other remedies under

this Lease or otherwise available to the Landlord, have the right at its option to terminate this Lease forthwith by giving notice of termination to the Tenant. In the event that the premium to be paid in respect of any such policy is increased by any act or omission of the Tenant, including the use of the Premises for the purposes for which they are leased in this Lease, the Tenant shall immediately pay to the Landlord the amount by which the premium shall be so increased.

10.3 Indemnity to Landlord:

The Tenant shall indemnify and save harmless the Landlord and its trustees, officers, directors, agents, employees and contractors of and from any and all liabilities, damages, costs, expenses (including legal fees and disbursements on a solicitor and his own client basis), claims, suits or actions arising out of:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease on the part of the Tenant to be fulfilled, kept, observed and performed;
- (b) any damage to property while the property is in or about the Premises;
- (c) any injury to any person, including death resulting at any time therefrom, and any damage to any property of such person, occurring in or about the Premises or on the Lands; and
- (d) any wrongful act or neglect of the Tenant, its invitees and licensees, in and about the Premises and the Lands. Should the Landlord without fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and will promptly pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation on demand. The Tenant will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this Lease, unless a Court decides otherwise.

This indemnity shall survive the expiry or sooner determination of this Lease.

10.4 Interruption of Utilities:

In no event shall the Landlord be liable to the Tenant or any third party for any liability or damages arising from the interruption or failure of any utility or service supplied to or used in connection with the Premises, and the Tenant shall indemnify and save harmless the Landlord from any such liability or damages.

10.5 Unavoidable Failures or Delays by Landlord:

Whenever and to the extent that the Landlord shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation hereunder by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board of any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any loss, damage, inconvenience, nuisance or discomfort thereby occasioned. There shall be no deduction from the Rent by reason of any such failure or cause.

10.6 Landlord Not Responsible for Injuries, Loss, or Damage:

The Landlord shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Tenant or to other occupants of the Premises or to their respective invitees, licensees, agents, servants or other persons from time to time attending at the Premises while such person or property is in or about the Lands or the Buildings or any areaways, parking areas, lawns, sidewalks, steps, truckways, platforms,

corridors, stairways, elevators or escalators in connection therewith, including without limiting the foregoing, any loss of or damage to any such property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the Lands or the Buildings or any adjacent or neighbouring lands or premises or from any other place or quarter or for any loss of or damage caused by or attributable to the condition or arrangements of any electric or other wiring or for any damage caused by smoke or anything done or omitted to be done by any other tenant of premises in the Buildings or for any other loss whatsoever with respect to the Premises or any business carried on therein.

10.7 No Liability for Indirect Damages:

Under no circumstances shall the Landlord be liable for indirect or consequential damages or damages for personal discomfort or illness by reason of the non-performance or partial performance of any covenants of the Landlord contained in this Lease.

ARTICLE 11 **REMEDIES OF LANDLORD FOR DEFAULT**

11.1 Right to Perform:

In the event that the Tenant shall fail to observe or perform any of the obligations of the Tenant under this Lease the Landlord may from time to time at its discretion perform or cause to be performed any of such obligations or any part thereof. For such purpose the Landlord may do such things as may be required and may enter upon the Premises to do such things. All expenses incurred and expenditures made by or on behalf of the Landlord shall be forthwith paid by the Tenant to the Landlord. If the Tenant fails to pay the same the Landlord may add the same to the Rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears. If the Landlord commences or completes, or causes to be commenced or completed, the performance of any of such covenants or obligations or any part thereof, the Landlord shall not be obligated to complete or cause to be completed such performance or be later obligated to act in like manner. In addition to the costs and expenses incurred by the Landlord, the Tenant shall pay to the Landlord an administration charge equal to fifteen percent of the expenses and disbursements made or incurred by the Landlord.

11.2 Right to Distain:

If the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it deems necessary for the purpose and for gaining admission to the Premises without being liable for any action in respect thereof or for any loss or damage occasioned thereby. The Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith. The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress. Notwithstanding any such statute, none of the goods and chattels of the Tenant on the Premises at any time during the Term or any renewals shall be exempt from levy by distress for Rent in arrears. If any of the goods or chattels of the Tenant are removed from the Premises, the Landlord shall have the right to follow the goods and chattels and exert against the goods and chattels all rights which the Landlord would have had if the goods and chattels remained on the Premises.

11.3 Re-Entry on Default:

In the event of the breach, non-observance or non-performance of any covenant, agreement, stipulation, proviso, condition, rule or regulation herein contained on the part of the Tenant to be kept, performed or observed and if any such breach, non-observance or non-performance shall continue for five days after written notice thereof to the Tenant by the Landlord, or notwithstanding the foregoing, if any payments of Rent or any part thereof, whether the same are demanded or not, are not paid when they become due or in case the Premises shall be vacated or become vacated or remain unoccupied for five days or if, without the written consent of the Landlord, the Premises shall be used by any person other than the Tenant, the Tenant's permitted assigns or permitted sublessees or for any purpose

other than that for which the same were let, or if the Tenant has at any time made any misrepresentation to the Landlord or if the Tenant breaches or is in default under any other agreement with the Landlord, then and in any such case the Landlord in addition to any other remedy now or hereafter provided may re-enter and take possession immediately of the Premises or any part thereof in the name of the whole by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom. The Landlord may use such force and assistance in making such removal as the Landlord may deem advisable to recover at once full and exclusive possession of the Premises. Such re-entry shall not operate as a waiver or satisfaction in full or in part of any right, claim or demand arising out of or connected with any breach, non-observance or non-performance of any covenant or agreement on the part of the Tenant to be kept, observed or performed. The Term shall, at the option of the Landlord, forthwith become forfeited and determined, but the Tenant shall remain liable under this Lease.

11.4 Bankruptcy or Execution:

If the Term or any renewal or any of the goods and chattels of the Tenant shall at any time during the Term or any renewal be seized or taken in execution or attachment by any creditor of the Tenant or if a writ of execution, sequestration or extent shall issue against the goods and chattels of the Tenant, or if any petition or other application is presented to any court of competent jurisdiction for the dissolution, liquidation or winding-up of the Tenant or for the appointment of a receiver or receiver and manager, or a receiver or receiver manager is appointed for the Tenant or any of its assets or if the Tenant shall become bankrupt or insolvent or make an assignment or proposal in bankruptcy or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors, or if the Tenant shall abandon or attempt to abandon the Premises, or if the Premises shall be used for any purpose other than that for which they were let without the written consent of the Landlord, or if the Tenant shall make an assignment for the benefit of creditors or shall make any sale or other disposition of all or a substantial portion of its goods and chattels, then in every case the then current and the next ensuing three months Rent shall immediately become due and payable and the Landlord may re-enter and take possession immediately of the Premises, or any part thereof in the name of the whole, by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom. The Landlord may use such force and assistance in making such removal as the Landlord may deem advisable to recover at once full and exclusive possession of the Premises. Such re-entry shall not operate as a waiver or satisfaction in full or in part of any right, claim or demand arising out of or connected with any breach, non-observance or non-performance of any covenant or agreement on the part of the Tenant to be kept, observed or performed. The Term shall, at the option of the Landlord, forthwith become forfeited and determined and accelerated Rent shall be recoverable by the Landlord as if it was rent in arrears, but the Tenant shall remain liable under this Lease.

11.5 Sale and Reletting:

On the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease the Landlord, in addition to all other rights, shall have the right to enter the Premises as an agent of the Tenant either by force or otherwise, without being liable for any prosecution therefor and to relet the Premises as the agent of the Tenant, and to receive the Rent therefor, and as agent of the Tenant to take possession of any goods, chattels, furniture or other property on the Premises and to sell the same at public or private sale without notice and to apply the proceeds of such sale and any rent derived from reletting the Premises, after deducting its costs of conducting such sale and its costs of reletting (including any costs necessary to repair or clean the Premises or to perform any work for the purpose of reletting), on account of the Rent owing under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

11.6 Termination:

On the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord in addition to all other rights, shall have the right to determine forthwith this Lease and the Term or any renewal by giving notice in writing addressed to the Tenant of its intention to do so, and thereupon Rent shall be computed, apportioned and paid in full to the date of such determination of this Lease, and any other payments for which the Tenant is liable under this Lease shall be paid and the Tenant shall forthwith deliver up possession of the Premises to the Landlord and the Landlord may re-enter and take possession of the same.

11.7 Landlord's Expenses Enforcing Lease:

If it shall be necessary for the Landlord to retain the services of a solicitor or any other proper person for the purpose of assisting the Landlord in enforcing any of its rights hereunder in the event of default on the part of the Tenant, the Landlord shall be entitled to collect from the Tenant the cost of all such services, including all necessary court proceedings at trial and on appeal on a solicitor and own client basis as if the same were rent in arrears.

11.8 Security Interest:

The Tenant hereby grants to the Landlord a security interest ("Security Interest") in all of the Tenant's personal property of any kind including, without limiting the generality of the foregoing, all goods, chattels, trade-fixtures, furniture, equipment, inventory, stock-in-trade, chattel paper, instruments, documents of title, supplies, securities, the business on the Premises, accounts receivable, book debts and intangibles (collectively, "Collateral") which are or may be at any time hereafter on the Premises or elsewhere, to secure the payment of all Rent and the fulfillment of the other obligations of the Tenant under this Lease. Except for the Security Interest, the Tenant agrees that all Collateral on the Premises shall be the unencumbered property of the Tenant. The Tenant agrees to enter into, on the Landlord's request, a separate security agreement, mortgage or similar other charge or security instrument, in addition to this security agreement, or to document separately the Security Interest hereby granted, containing such terms as the Landlord shall reasonably require, on all of the Collateral at any time during the Term, including all after-acquired items forming part of the Collateral, as security for the payment of Rent and performance by the Tenant of all of its other obligations pursuant to this Lease. Whether or not any additional or separate security agreement, mortgage, charge or other security instrument is requested by or given to the Landlord as aforesaid, the Tenant confirms and agrees that the Security Interest is complete and valid without the necessity of the Tenant's giving any other or further documentation in respect thereof. The Tenant agrees that the Security Interest shall attach to the Collateral immediately upon the execution of this Lease. This security agreement is separate from and shall survive the termination, expiry or disclaimer of this Lease. On default by the Tenant under this Lease, the Landlord may itself, or by its agents or employees, or by a receiver or any replacement thereof appointed in writing by the Landlord, take possession of the Collateral, carry on the business on the Premises, in such manner as the Landlord or such receiver determines, and realize upon the Collateral and enforce its rights under the Security Interest by any remedy or proceeding authorized or permitted hereby or a law including, without limitation, all rights and remedies available to a secured party. Included in such rights of the Landlord is the right to recover the reasonable expenses of retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral and other reasonable expenses, including legal costs, incurred by the Landlord. The Landlord may exercise any rights as provided by this section on the Premises and for such purpose may lock the Premises, change any locks on the Premises and by any means exclude the Tenant from all or any parts of the Premises and the Landlord shall not thereby be terminating this Lease in the absence of express written notice terminating this Lease. This Security Interest shall not be deemed to have been satisfied, discharged or redeemed by reason of the Tenant not being indebted to the Landlord at any time or from time to time and no payment shall reduce the amount secured by this Security Interest except to the extent expressly approved by the Landlord in writing. This Security Interest is given in addition, and not as an alternative, and may be exercised by the Landlord without prejudice to any other rights of the Landlord under this Lease or at law including, without limitation, the Landlord's right of distress.

11.9 No Waivers:

The remedies of the Landlord under this Lease are cumulative and not alternative. The exercise or non-exercise by the Landlord of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained or the acceptance of any monies owing to the Landlord hereunder, shall not be deemed to be a waiver of or to alter, affect or prejudice such right or remedy, or any other right or remedy to which the Landlord may be lawfully entitled for the same default or breach. Any waiver by the Landlord of the strict observance, performance or compliance by the Tenant of or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Landlord to the Tenant shall not be deemed to be a waiver of any subsequent default or breach by the Landlord nor entitle the Tenant to any similar subsequent indulgence.

ARTICLE 12

ASSIGNMENTS, TRANSFERS AND OTHER ENCUMBRANCES

12.1 Assignment or Subletting:

The Tenant shall not transfer, assign, sell or mortgage any of its estate, interest or rights under this Lease nor sublease the whole or any part of the Premises nor grant any concession, franchise or license or right of occupancy within or with respect to the Premises to any person (any transfer, assignment, sale, mortgage, sublease, grant of concession, franchise, licence or right of occupancy is herein called a "Disposition"), without in any case the prior written consent of the Landlord, which consent the Landlord may withhold in its absolute discretion. This prohibition shall be construed to include a prohibition against any assignments or subletting by operation of law. If the Tenant is a body corporate, the sale, transfer or other disposition of the shares or securities of the Tenant or any other corporate entity or any other event which alters the control or the direct or indirect ownership of the Tenant shall be deemed an assignment of this Lease and subject to the consent of the Landlord as above. In addition, the Tenant shall not permit any business to be operated in or from the Premises by any concessionaire, franchisee, licensee or any other person without the prior written consent of the Landlord first had and obtained. If the Landlord consents to a Disposition such consent shall be subject to the following conditions:

- (a) the annual Monthly Rent under the Lease shall be the greater of the existing Monthly Rent and the then current market rent as determined by the Landlord in its discretion;
- (b) the Tenant shall cause any assignee, subtenant, concessionaire, franchisee, licensee or occupant to promptly execute an agreement in writing with the Landlord, in such form and content as the Landlord may require, agreeing to be bound by the terms and conditions contained in this Lease, as if such assignee, subtenant, concessionaire, franchisee, licensee or occupant had originally executed this Lease as the Tenant; and
- (c) any Disposition shall contain a covenant against any further Disposition without the consent of the Landlord and that any sublessee or assignee will not enter into a further Disposition, and if it does so, it and the Tenant will be in breach of the terms of this Lease.

Whenever the Tenant requests the Landlord's consent to a Disposition, the Tenant shall submit to the Landlord, concurrently therewith, the name of the proposed assignee, subtenant or other person and, if required by the Landlord, the most recent financial statements of the proposed assignee, subtenant or other person and such further information as to the nature of its business and its financial responsibility and standing as the Landlord may reasonably require. Notwithstanding any consent being given by the Landlord and any Disposition being effected, the original Tenant hereunder shall remain bound to the Landlord for the fulfillment and performance of all the terms, conditions, covenants and agreements herein contained. No consent by the Landlord shall constitute a waiver of the necessity for such consent to any subsequent Disposition. If the Tenant requests that the Landlord consent to a Disposition, the Tenant shall forthwith pay to the Landlord as additional rent, the Landlord's reasonable legal fees, disbursements and expenses in connection therewith and an administrative charge of \$400. The Tenant shall not in any way advertise that the Premises are available for lease or sublease, without the prior written approval of the Landlord.

12.2 Landlord Rights on Disposition:

In the event that the Tenant gives notice to the Landlord requesting consent to a Disposition, the Landlord shall have the right to give notice to the Tenant within fifteen days after the date on which the Landlord receives the request for consent from the Tenant, to elect to cancel this Lease in preference to the giving of such consent. In the event that the Landlord elects to cancel this Lease as aforesaid, the Tenant shall notify the Landlord in writing within fifteen days thereafter of the Tenant's intention either to refrain from such Disposition or to accept the cancellation of this Lease. Should the Tenant fail to deliver such notice to the Landlord within such period of fifteen days, this Lease will thereby be terminated upon the expiration of the said fifteen day period and the Tenant will deliver up vacant possession of the Premises on such date of termination. If the Tenant advises the Landlord within such fifteen day

period that it intends to refrain from such Disposition, then the Landlord's election to cancel this Lease as aforesaid shall become null and void.

12.3 Subordination:

This Lease is and shall be subject, subordinate and postponed to all easements, easement and indemnity agreements, rights of way, covenants, restrictive covenants, equitable charges or similar charges (herein collectively called the "Development Charges") which may now or hereafter charge or affect the Lands or such leases and the parcels of leasehold land thereby demised and to all renewals, modifications, consolidations, replacements and extensions of such Development Charges, to the intent that, without execution of any document other than this Lease, such Development Charges and all renewals, modifications, consolidations, replacements and extensions thereof shall have priority over this Lease notwithstanding the respective dates of execution or registration thereof and notwithstanding the provisions of this paragraph which follow. Without limiting the generality of the foregoing, the Tenant agrees to execute promptly any document in confirmation of such subordination, postponement and priority that the Landlord may request. The Tenant hereby irrevocably constitutes and appoints the Landlord the agent and attorney of the Tenant for the purpose of executing any such document and of making application in the name of the Tenant at any time and from time to time to register postponements of this Lease in favour of any such Development Charges or any renewal, modification, consolidation, replacement or extension of any such Development Charges in order to give effect to the foregoing provisions.

12.4 Estoppe Certificates:

The Tenant will at any time and from time to time upon no less than five business days prior notice execute and deliver to the Landlord or a prospective purchaser of the Lands or the whole or any portion of the Landlord's interest in the Lands, a statement in writing confirming the terms of this Lease, certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the modifications and that the same is in full force and effect as modified), the amount of the Rent then being paid hereunder, the dates to which Rent and other charges hereunder have been paid, that the Landlord and the Tenant have complied with all terms of this Lease (or, if not, specifying the default), that the Premises are acceptable to the Tenant, that there are no outstanding set-offs or equities disclosed or undisclosed as between the Landlord and the Tenant, the amount of the Security Deposit, the amount of the Portable Deposit (if any) and any Rent prepaid by the Tenant to the Landlord, that all the Landlord's work has been completed and accepted by the Tenant, and any other matters pertaining to this Lease in respect of which the Landlord may desire certification. The Tenant hereby irrevocably constitutes and appoints the Landlord the agent and attorney of the Tenant for the purpose of executing and delivering such certificate or certificates for and on behalf of the Tenant.

12.5 Assignment by Landlord:

In the event of the sale or lease by the Landlord of the Lands or a portion thereof containing the Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser, the tenant under such lease or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations.

ARTICLE 13

INTERPRETATION AND MISCELLANEOUS

13.1 Definitions:

In this Lease the following words shall have the following meanings:

- (a) “Buildings” means the buildings currently situate on the Lands as altered, expanded or reduced from time to time, together with such additional buildings as may at any time hereafter be added to the Lands;
- (b) “Building Systems” means: (i) all heating, ventilating, air conditioning and humidity control and any other climate control systems and other systems, services, installations and facilities installed in or servicing all or any part of the Premises including, without limitation, the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing; (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them; and (iii) all Landlord owned or controlled telecommunications facilities, installations and equipment.
- (c) “Expenses” shall mean and include all expenses in connection with the operation and maintenance of the Buildings and Lands to the extent not otherwise directly paid by the Tenant and without restricting the generality of the foregoing shall include repairs and replacement to and maintenance of the operation of the Buildings or the Building Systems, fuel and operating expenses incurred in providing hot and cold water, and in heating, ventilating and air-conditioning, elevator service, electric power, sewage and all other utilities supplied to the Premises, the costs of painting and otherwise maintaining the interior and exterior of the Buildings, the costs of snow removal, landscape maintenance, repaving, refuse removal, the costs of repairing and maintaining the roof, building envelop and structure of each Building, all insurance expenses and premiums paid or incurred by the Landlord for insurance against physical loss or damage to the Buildings, the boiler, pressure vessels, air-conditioning equipment and other equipment in the Buildings, public liability insurance effected by the Landlord, loss of rental income, third party liability coverage and all other forms of insurance as the Landlord may effect from time to time in respect of the Buildings. Expenses shall include all goods and services taxes or value added taxes or similar taxes or charges which may be imposed or assessed in respect of any of the foregoing, any capital taxes which may in the future apply to the Buildings, and any carbon tax applicable to the Premises; provided however that Expenses shall not include interest on debt, capital retirement of debt or income taxes of the Landlord;
- (d) “Expenses and Taxes” shall mean the aggregate of the Expenses and the Taxes;
- (e) “Hazardous Substances” means any solid, liquid, vapour, gas, heat, sound, vibration or radiation resulting from any activities that may impair the quality of the natural environment or any use to which it may reasonably be put, injure or damage property, wildlife or plant life, cause material discomfort to or adversely affect the health of any person, cause loss of enjoyment of normal use of property, or interfere with the normal conduct of business and includes any hazardous or toxic substance in any way as defined or pursuant to any environmental law;
- (f) “Landlord” means the Landlord specified in section 1.1(2) and its successors and assigns;
- (g) “Lands” shall mean the lands described in Schedule B;
- (h) “Lease Year” shall mean a twelve month period commencing on the first day of January in any calendar year and ending on the last day of December in that calendar year provided that the first Lease Year shall commence on the date of commencement of the Term and end on the last day of December next following and the last Lease Year shall commence on the first day of January of the calendar year during which the Term expires and end upon the expiry of the Term;

- (i) “Monthly Rent” means the Monthly Rent specified in section 1.1(12);
- (j) “Premises” means the premises described on page 1 of this Lease;
- (k) “Taxes” means the aggregate of all taxes, local improvements or similar rates, duties, assessments or charges, municipal realty taxes, water taxes, school taxes, local improvement taxes, special area levies and any other taxes, rates, duties, assessments both general or special and any rate, duty, assessment, charge or tax levied, charged or assessed in lieu thereof, now or at any time hereafter levied or imposed upon or in respect of the Lands or Buildings or any part thereof by any governmental authority whether federal, provincial, municipal or otherwise, together with all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by the Landlord in good faith contesting or appealing any such taxes, levies, rates, assessments or charges levied in lieu thereof, any expenses incurred by the Landlord in obtaining or attempting to obtain a reduction thereof;
- (l) “Tenant” means the person, firm or corporation specified in section 1.1(4) and except where the context is inconsistent therewith, also includes, if the Tenant is a firm or corporation, its successors and permitted assigns, and if the Tenant is a person, his or her heirs, executors, administrators and permitted assigns;
- (m) “Term” means the term of this Lease, which shall commence upon the date specified in section 1.1(8), and shall expire on the expiry of the period of time specified in section 1.1(7).

13.2 No Representation By Landlord:

There is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodelling or decorating of or installation of equipment or fixtures in the Premises or the Building except such, if any, as is expressly set forth in this Lease. In particular and without limitation, the Landlord expressly disclaims and the Tenant hereby irrevocably waives any condition, representation or warranty, statutory or otherwise, regarding the physical condition of the Premises and the Lands, its fitness and suitability for the Tenant's purposes, or the applicable zoning and other bylaws. This Lease constitutes the entire agreement between the Landlord and Tenant relating to the subject matter hereof. This Lease may be amended only by an agreement in writing signed by the parties hereto. Neither party is bound by any representations, warranties, promises, agreements or inducements not embodied herein, all of which, if any, are superseded by this Lease.

13.3 Notices:

Any notice, demand, request, consent or objection (herein collectively called the “Notices”) required or contemplated to be given or made by any provision of this Lease shall be given or made in writing and either delivered personally or sent by registered mail, postage prepaid, addressed to the Landlord at the address specified in section 1.1(3) or to the Tenant at the address specified in section 1.1(5) or such other address in British Columbia as the Landlord or the Tenant may from time to time advise in writing. The Notices shall be deemed to have been received, if delivered personally, upon delivery and if mailed, forty-eight hours after the mailing thereof in a Post Office in the Greater Vancouver area of British Columbia, provided that if mailed and there is between the time of mailing and the actual receipt of the Notices, a mail strike, slow down or other labour dispute which might affect delivery of the Notices then such Notices shall only be effective if actually delivered. If in this Lease two or more persons are named as the Tenant, the Notices shall be deemed given to all such persons by giving the Notices to any one of such persons.

13.4 No Changes or Waivers:

No assent or consent to changes in or waiver of any of the provisions of this Lease in spirit or letter shall be deemed or taken as made unless the same be done in writing and attached to or endorsed hereon by the Secretary-Treasurer of the Landlord. Any other employees, agents and representatives of the Landlord, unless specifically authorized in

writing by the Landlord, are not authorized to amend this Lease and any such unauthorized alterations, amendments or qualifications shall be null and void.

13.5 No Agents:

As part of the consideration for the granting of this Lease, the Tenant represents and warrants to the Landlord that no broker or agent engaged by the Tenant has received or is to receive any commission, finder's fee or other consideration for negotiating or consummating this Lease.

13.6 Heading:

The headings and marginal notes in this Lease no part of this Lease and shall be deemed to have been inserted for convenience of reference only.

13.7 Expropriation:

If the whole of the Premises shall be acquired or condemned by an authority having the power for such acquisition or condemnation then the Term and any renewal shall cease from the date of entry by such authority. If only a portion of the Buildings or the Lands shall be so acquired or condemned this Lease shall cease and terminate at the Landlord's option. In either event, however, and whether all or only a portion of the shall be so acquired or condemned, nothing herein contained shall prevent the Landlord or the Tenant or both from recovering damages from such authority for the value of their respective interests or for such other damages and expenses allowed by law.

13.8 No Registration:

The Landlord shall not be obligated to deliver this Lease in a form that is registrable under the *Land Title Act* of British Columbia. The Tenant agrees not to apply for registration of this Lease, or any interest therein, in the Land Title Office.

13.9 Confidentiality:

The Tenant agrees that the terms of this Lease shall be confidential. The Tenant shall not disclose or allow to be disclosed to any third party the terms of this Lease, except that the Tenant may make reasonable disclosure to its professional advisors on suitable obligations of confidentiality.

13.10 Interpretation:

This Lease shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord, and the heirs, administrators, executors, successors and permitted assigns of the Tenant. Wherever the singular or masculine or neuter is used in this Lease, the same shall be deemed to include the plural or the feminine, or body politic or corporate and the respective heirs, executors, administrators, successors and assigns or permitted assigns of the parties hereto, and each of them where the context so requires. This Lease shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Lease shall be construed as covenants and agreements as though the words imparting such covenants and agreements were included in each separate paragraph or article. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from this Lease and the remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the illegal or unenforceable provision or provisions or conditions had never been included in this Lease.

13.11 Joint and Several:

If the Tenant is comprised of two or more persons, then each of them shall be jointly and severally bound with the other or others for the due performance of the obligations of the Tenant. If the Tenant is a partnership, then all of the partners of the Tenant shall be jointly and severally liable.

13.12 No Partnership:

Nothing contained in this Lease nor any of the acts of the parties hereto shall be deemed to create any relationship of partnership nor any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

13.13 Time of the Essence:

Time shall be of the essence of this Lease.

ARTICLE 14

NO OPTION TO RENEW

14.1 No Option to Renew:

This Lease does not contain any option to renew.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year set forth above.

EXECUTED by THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 44 (NORTH VANCOUVER)
by its duly authorized signatory:

Authorized Signatory

EXECUTED by THE SOCIETY FOR THE
EDUCATION OF CHILDREN WITH SPECIFIC
LEARNING DISABILITIES by its duly authorized
signatories:

Authorized Signatory

Authorized Signatory

SCHEDULE A

The Premises

SCHEDULE B

The Lands

PID: 009-010-742

Block 5, Except Part in Explanatory Plan 9320, District Lot 791 Plan 11633

SCHEDULE C

Maintenance Requirements

<u>System</u>	<u>Equipment</u>	<u>Type</u>	<u>Scope</u>	<u>Frequency</u>
*All Gas Fired Appliances	-	-	Safety inspection of gas burner and control system	Annually
Air Conditioning	Air Conditioner	Packaged Unit	Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Air Conditioning	Air Conditioner	Split Unit (compressor mounted separately)	Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Air Conditioning	Roof Top Unit	Hot Water Coil or Gas Fired	Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Building Envelope	Windows		Cleaning	Annually
Condensers	Glycol Dry Cooler		Quarterly Maintenance	Quarterly
Condensers	Glycol Dry Cooler		Glycol Testing	Annually
Controls	DDC		Annual Review of DDC Programming for Holidays	Annually
Controls	DDC		Physical inspection of DDC end devices on site	Annually
Controls	Pneumatic	Air Compressors	Operating Certificate	Annually
Controls	Pneumatic	Air Compressors	Service (air filter, lubrication)	Quarterly
Controls	Pneumatic	Air Compressors	Draining of receiver and air dryer trap	Daily
Controls	Pneumatic	Refridgerated Air Dryer	Verify operation and maintenance	Quarterly
Custodial	Blinds		Drapery and Venetian Blind Cleaning	Annually
Custodial	Carpets		Carpet Cleaning	Annually
Custodial	Linoleum Flooring		Strip, Seal and Wax Flooring	Annually
Doors & Hardware	Doors - Main Entrance		Inspection and Maintenance	Semi-Annually
Doors & Hardware	Fences and Gates, Security/Access		Inspection and Maintenance	Quarterly
Doors & Hardware	Moveable Partition Walls	Manual	Inspection, Repair, Track Lubrication	Annually
Doors & Hardware	Moveable Partition Walls	Powered	Inspection, Repair, Track Lubrication	Annually
Doors & Hardware	Overhead Doors		Inspection and Maintenance	Semi-Annually

System	Equipment	Type	Scope	Frequency
Doors and Hardware	Handicapped Door and Auto Doors		Test and Inspect	Annually
Electrical	Distribution	Panels, Buss Ducts, Motor Control Centres (MCC)	Infra-red Thermal Heat Scan	Annually
Electrical	GFI breakers and receptacles		Testing	Annually
Electrical	Power Factor Correction		reviewed on monthly basis internally	Monthly
Electrical	Vault	Main Switch Gear and Transformers	Worksafe and BC Hydro Requirement: every 3 years. High voltage vault service - (3 year frequency) Note: required annually on dual radial systems (Best practice would be every 2 years) Transformer & secondary distribution service, Transformer oil testing and oil dehydration if required. Usually part of vault service	Bi Annually
Electrical		Motor Controller Centre	Annual Maintenance	Annually
Electrical		Disconnect or Isolating Switch (Low Voltage, 200 Amps or More)	Test Breaker	Annually
Electrical-Emergency Power	Uninterruptible Power Supply (UPS)		Test	Monthly
Electrical-Emergency Power	Uninterruptible Power Supply (UPS)		Inspect batteries	Annually
Elevating Devices	Elevators		Monthly Inspection for passenger elevators (West Coast Elevator Service) Quarterly inspection for lifts (Garaventa)	Monthly/quarterly
Elevating Devices	Elevators		Operating Permit, Annual Review and renew maintenance contract	Annually
Elevating Devices	Industrial Ed Hoist		Inspection	Annually
Elevating Devices	People Lift	Accessibility Lift for wheelchairs	Operating Permit, Annual Review and renew maintenance contract	Annually

<u>System</u>	<u>Equipment</u>	<u>Type</u>	<u>Scope</u>	<u>Frequency</u>
Exterior	Envelope		Inspection of exterior building envelope for moisture ingress	Annually
Exterior	Glass		Photo survey glazing units and construct inventory sheet for ordering replacement units	Annually
Exterior	Pressure Wash		Pressure wash of exterior aggregate & sidewalks	Annually
Exterior	Seal		Application of sealants on exposed aggregates	Annually
Fire and Life Safety	Fire Alarms		Fire alarm test	Monthly
Fire and Life Safety	Fire and Life Safety System	Fire and Smoke Dampers	Inspection	Annually
Fire and Life Safety	Fire and Life Safety System	Fire Doors	Inspect Firedoors opening and closing. Inspect door open magnets	Monthly
Fire and Life Safety	Fire and Life Safety System		Inspection- emergency lights, hoses, extinguishers per fire plan, and update log books	Monthly
Fire and Life Safety	Fire Extinguishers		Inspection	Annually
Fire and Life Safety	Fire Hoses	Fire Hose Standpipe Connections	Inspection	Annually
Fire and Life Safety	Fire Hoses		Repacking of hose racks & inspection of standpipes	Annually
Fire and Life Safety	Fire Panel		Annual Verification and Testing	Annually
Fire and Life Safety	Fire Plan		Tri- Annual Complete Update of Fire Plan	Every 3 years
Fire and Life Safety	Fire Plan		Annual review of fire plan, update of appendices, and warden training	Annually
Fire and Life Safety	Fire Suppression Systems	Cafeteria	Kitchen fire suppression inspection, testing and Degreasing of kitchen hoods & fan	Semi-Annually
Fire and Life Safety	Fire Suppression Systems	Server Room	Inspection	Annually
Fire and Life Safety	Kitchen Exhaust		Service and Testing	Semi-Annually
Fire and Life Safety	Private Fire Hydrants	Dry Barrel or Wet Barrel	Inspection and Maintenance	Annually
Fire and Life Safety	Sprinkler System	Dry Zones	Annual Verification and Testing	Annually

<u>System</u>	<u>Equipment</u>	<u>Type</u>	<u>Scope</u>	<u>Frequency</u>
Fire and Life Safety	Sprinkler System	Dry Zones	Seasonal Winterization- (draining of low point drains)	Annually
Fire and Life Safety	Sprinkler System	Fire Sprinklers- Sprinkler Heads - Sprinklered Areas	Inspection	Annually
Fire and Life Safety	Sprinkler System	Wet Zones	Annual Verification and Testing	Annually
Fire and Life Safety System	Emergency Lights - Battery operated		Inspection of battery operated emergency lights	Annually
Gym Equipment	Bleachers	Manual	Inspection	Annually
Gym Equipment	Bleachers	Motorized	Inspection	Annually
Gym Equipment	Exercise/ Weight Room Equipment		Inspection	Annually
Gym Equipment	Gym Equipment		Inspection	Annually
Heating systems	Boilers		Operating Permit	Annually
Heating systems	Boilers		Water Side inspection- every 3 years	Every 3 years
Heating systems	Boilers		Fire Side Inspection	Annually
Heating systems	Boilers		Annual Combustion Analysis and test safety devices (At the same time as fire side inspection)	Annually
Heating systems	Furnace		Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Heating systems	Furnace		Test heat exchanger integrity	Annually
Heating systems	Furnace		Safety Controls	Annually
Heating systems	Furnace, Gas Fired		Additional Maintenance for gas fired appliances	Annually
Heating systems	DHW Heat Exchangers		Annual inspection and maintenance including leak test for potable water systems and pressure readings	Annually
Heating systems	Radiation- Baseboards/Convector	Hot Water or Electric	Annual cleaning and inspection	Annually
Heating systems	Safety Relief Valve		Inspection	Monthly
Heating systems	Unit Heater	Hot Water and Gas Fired	Lubrication	Quarterly

<u>System</u>	<u>Equipment</u>	<u>Type</u>	<u>Scope</u>	<u>Frequency</u>
Heating Water Line	HW FILTER	Change heating water line filters- might be one for boiler line and for heat pump line		Semi Annual
Kitchen Equipment	Grease Interceptor		Cleaning of grease traps and high pressure flushing of associated drain lines	Quarterly
Landscaping inspection			Trees, concrete sidewalk and walkways, ramps, retaining walls, granular paths, wood decks, lawn, trees, shrubs, fences, bicycle storage, site furnishings, exterior signage, concrete curb repair	Quarterly
Lighting	Light Fixture Washing and Relamping			As required
Lighting	Lighting		Inspection of all site lighting including pole mounted, field lighting, parking lot lightng	Monthly
Mechanical	Emergency Shut Off Switch	Woodshop-electrical	Inspection	Annually
Mechanical	Emergency Shut Off Switch	Metalshop-electrical	Inspection	Annually
Mechanical	Emergency Shut Off Switch	Science Rooms-gas valve	Test operation	Quarterly
Mechanical	Fume Hoods		Test and Balance Hoods	Annually
Mechanical	Motors	Pump and Fan Motors	Annual Maintenance- service with system	Annually
Mechanical	Variable Speed Drive (VSD)		Blow dust out, inspection, test operation	Annually
Parking Lot Maintenance	Crack		Asphalt Crack sealing	As required
Parking Lot Maintenance	Park		Pressure wash & power sweeping	Annually
Parking Lot Maintenance	Restripe		Restripe parking stalls	Every 5 years
Plumbing	Backflow Preventer		Annual Testing & Certification of backflow preventors	Annually
Plumbing	DHWT	Electric	Clean /Flush Hot Water Storage Tanks and service	Annually
Plumbing	DHWT	Gas Fired	Clean /Flush Hot Water Storage Tanks and service	Annually

<u>System</u>	<u>Equipment</u>	<u>Type</u>	<u>Scope</u>	<u>Frequency</u>
Plumbing	DHWT	Gas Fired	Gas Fired- Additional Maintenance for gas fired appliances	Annually
Plumbing	Domestic Hot Water System	Pasturization- Related to the prevention of Legionnaires' disease	Clean and Pasturize	Annually
Plumbing	Drinking Water Filter Systems		Flushing and filter changing	As required by Vancouver Coastal Health
Plumbing	Emergency Eye Wash		flush and check operation	annual
Plumbing	Emergency Shower		flush and check operation	annual
Plumbing	Floor drains		Inspect, clean, and flush with water	Quarterly
Plumbing	Main Sanitary Line for building		5 years- camera inspection	Every 5 years
Plumbing	Pressure Reducing Valves (heating system, potable water system)		Cleaning of strainers & adjustment of valves	Annually
Plumbing	Roof (Roof Drainage)		Inspection and clearing (Fall and Spring)	Semi-Annually
Plumbing	Trap Primers		check their operation- look down the trap with a flash light and inspect there is water in the floor drain	
Plumbing/ Mechanical	Pump		Inspection for leaks and lubrication	Quarterly
Roof	Roof Anchors		Review install anchors and update Fall Protection Plan	Annually
Roof	Roof Drains and Gutters		Inspection	Semi-Annually
Roof	Roof Inspection (All Types)		Roof survey and seasonal maintenance	Semi-Annually
Roof	Skylights		Inspection for leaks	Annually
Building/ Roof	Exposed Glulam Beams		Inspect, refinish and seal to maintenance integrity	As required
Sanitary Storm & Drainage	Acid neutralizing Tanks		Monitoring of the affluent complies with discharge standards- PH Probe-continuous	Continuous
Sanitary Storm & Drainage	Acid neutralizing Tanks		Inspection for cracks	Every 5 Years
Sanitary Storm & Drainage	Clay Interceptor		Clean out	Annually
Sanitary Storm & Drainage	Drainage	catch basins, footing drainage	Inspect and Clean Out	Annually

<u>System</u>	<u>Equipment</u>	<u>Type</u>	<u>Scope</u>	<u>Frequency</u>
Sanitary Storm & Drainage	Drains - Surface, Areaway, Storm, Driveway, Trench Drains		Inspect and Clean Out	Annually
Sanitary Storm & Drainage	Oil Water Interceptor	in parking lot	Stick test, pump out per regulation	Monthly
Sanitary Storm & Drainage	Sediment Basin		Pump out and clean basin	Semi-Annually
Sanitary Storm & Drainage	Sump Pump	Sanitary	Inspection for leaks and operation, lubrication, Q	Quarterly
Sanitary Storm & Drainage	Sump Pump	Sanitary	Remove & service sump pumps & check valves, float switches	Annually
Sanitary Storm & Drainage	Sump Pump	Storm	Inspection for leaks and operation, lubrication, Q	Quarterly
Sanitary Storm & Drainage	Sump Pump	Storm	Remove & service sump pumps & check valves, float switches	Annually
Sanitary Storm & Drainage	Sumps	Storm and Sewer	Pump out and clean storm and sewer sumps	
Security	Access Control	Keys and Card Access	Update and audit access holders	Quarterly
Security	Alarm System		Check functioning- security zones, sensors	Annually
Security	Fire/ Security Shutters		Test and Inspect	Annually
Security	Roll down window shutters		Test and Inspect	Annually
Security	Rolling Grille		Test and Inspect	Annually
Landscaping-Tree Inspection	VTA's annually plus Full assessments		Engage certified arborist to conduct visual tree assessments and complete recommended work	Annually
Unoccupied/ Vacant Space Inspection		Inspection	Inspect crawl spaces and mechanical rooms	Weekly
Ventilation	Air Handling Unit	Hot Water Coil	Filter Change, Belt Inspection, Bearing Lubrication, Q	Quarterly
Ventilation	Air Handling Unit	Fan inspection		Quarterly
Ventilation	Air Handling Unit-Component	Air Intake Dampers	part of AHU, supply fan	Quarterly
Ventilation	Air Handling Unit-Component	Fan Coil Unit, Ceiling Hung, VAV Box with Electric Reheat		Quarterly

<u>System</u>	<u>Equipment</u>	<u>Type</u>	<u>Scope</u>	<u>Frequency</u>
Ventilation	Coils	Coils Preheat, Reheat, that are not part of an AHU		Annually
Ventilation	ERV		Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Ventilation	Exhaust Fans		Belt Inspection, Bearing Lubrication	Quarterly
Ventilation	Fan Coil		Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Ventilation	Fan Terminal Unit		Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Ventilation	Heat Recovery Ventilator		Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Ventilation	Make Up Air Unit		Filter Change, Belt Inspection, Bearing Lubrication	Quarterly
Ventilation	Return Fan		Belt Inspection, Bearing Lubrication, Damper Inspection	Quarterly
Ventilation	Supply Fan		Filter Change, Belt Inspection, Bearing Lubrication, Damper Inspection	Quarterly
Ventilation	Unit Ventilator	with CO2 detection	Filter Change, Belt Inspection, Bearing Lubrication, dampers, motors, check for leakages	Quarterly
Ventilation	Unit Ventilator, Gas Fired		Gas Fired- Additional Maintenance for gas fired appliances	Quarterly
Water Treatment	Water Treatment	Chemical Feeder		annual
Water Treatment	Water Treatment	Side Stream Filter		annual
Water Treatment	Water Treatment	Water Treatment for Heating Systems		annual

Schedule B.3.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): Trustee Stipend

Narration:

Prior to January 2019, the Income Tax Act (ITA) rules provided for the ability of Trustees to receive a portion of their stipend as non-taxable. The non-taxable portion of the stipend was not to exceed 50% of salary or other remuneration paid to the Trustee in a calendar year. This ITA exemption has been removed effective January 2019 and a non-taxable portion of stipend is no longer allowed. That is, all income received by a Trustee is to be taxable for the 2019 calendar year and all subsequent years.

The Board of Education's Policy 107 outlines that in keeping with the *School Act*, Trustees shall receive an annual stipend, the amount to be set by Board resolution. The annual stipend is to be adjusted annually, each July 1, in accordance with the increase in the Vancouver Consumer Price Index. The policy further states that the Board will authorize the reimbursement of Trustee expenses in accordance with the *School Act Section 71*, and that are consistent with the Administrative Procedures to Policy 107.

There has been an interest raised during previous Stipend discussion that the Board of Education may wish to contemplate the ITA rule change as it relates to the Trustee Stipend.

RECOMMENDED MOTION:

Option 1

that Staff be directed to research what approach other Metro School Districts have taken related to the ITA change and that Staff present this information at the May 2019 Public Board meeting.

Option 2

that the current Stipend remain in place and that the next review of the Stipend occur in the Fall of 2019 in keeping with Policy 107.

Schedule B.4.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): **Capital Plan Bylaw No. 2019/20-CPSD44-01**

Narration:

The Ministry of Education has now provided their written response to our 2019/20 Capital Plan submission of June 2017.

The Ministry reviewed all 60 school districts' Annual Five-Year Capital Plan submissions to determine priorities for available capital funding in the following Programs:

- Seismic Mitigation (SMP)
- Expansion Program (EXP)
- Replacement Program (REP)
- Building Envelope Program (BEP)
- School Enhancement Program (SEP)
- Carbon Neutral Capital Program (CNCP)
- Playground Equipment Program (PEP)
- Bus Acquisition Program (BUS)

The Ministry response advised of support for advancing project development or delivery of the following capital projects for School District No. 44 (North Vancouver) for 2019/20:

SCHOOL PROJECT (S)			
School Name	Program – Project Type – Project Description	Amount Funded by Ministry	Next Steps & Timing
Seymour Heights Elementary	SEP – Mechanical Upgrades – Replace Gas Fired Unit Ventilators with Hydronic Ventilators	\$250,000	Proceed to design, tender & construction. To be completed by March 31, 2020.
Upper Lynn Elementary	SEP – Mechanical Upgrades – HVAC Renewal	\$630,000	Proceed to design, tender & construction. To be completed by March 31, 2020
Ministry Announcement Pending	PEP – New – Universally Accessible Playground Equipment	\$105,000	Proceed to design, tender & construction. To be completed by March 31, 2020
BUS			
8440	C (52-57) with 2 wheelchair spaces	\$145,142	Proceed to ordering the school bus between March and April.

Additionally, the Ministry has approved \$145,142 in funding for the replacement of an existing bus, with a Type C bus that has a passenger capacity of 52-57 with two wheelchair spaces.

As a reminder, the requirement for the boards of education to adopt a Capital Bylaw for each individual capital project has been eliminated, and instead, the board is to adopt a single Capital Bylaw for its approved 2019/20 Five-Year Capital Plan, in accordance with s143 of the *School Act*.

The Ministry of Education response letter to our 2019/20 Capital Plan submission of June 2018 is attached to this schedule and the Board of Education is now required to pass a Bylaw to allow the North Vancouver School District to access the funding outlined in the letter.

Attachment:

SD No. 44 Capital Project Bylaw No. 19/20-CP-SD44-01

RECOMMENDED MOTION:

that School District No. 44 (North Vancouver) Capital Bylaw No. 19/20-CP-SD44-01 be read a first time;

that School District No. 44 (North Vancouver) Capital Bylaw No. 19/20-CP-SD44-01 be read a second time;

that School District No. 44 (North Vancouver) Capital Bylaw No. 19/20-CP-SD44-01 be read a third time, passed, and adopted.

Procedural Note:

(per section 68(4) of the *School Act*) the Board may not give a bylaw more than two readings at any one meeting unless the members of the Board who are present at the meeting unanimously agree to give the bylaw all three readings at that meeting.

CAPITAL BYLAW NO. 2019/20-CPSD44-01
CAPITAL PLAN 2019/20

A BYLAW by the Board of Education of School District No. 44 (North Vancouver) (hereinafter called the "Board") to adopt a Capital Plan of the Board pursuant to Sections 143 (2) and 144 (1) of the *School Act*, R.S.B.C. 1996, c. 412 as amended from time to time (called the "Act").

WHEREAS in accordance with provisions of the *School Act* the Minister of Education (hereinafter called the "Minister") has approved the Board's Capital Plan.

NOW THEREFORE the Board agrees to the following:

- (a) authorizes the Secretary-Treasurer to execute project agreements related to the expenditures contemplated by the Capital Plan;
- (b) upon approval to proceed, commence the Project and proceed diligently and use its best efforts to complete each Project substantially as directed by the Minister;
- (c) observe and comply with any rule, policy or regulation of the Minister as may be applicable to the Board or the Project(s); and,
- (d) maintain proper books of account, and other information and documents with respect to the affairs of the Project(s), as may be prescribed by the Minister.

NOW THEREFORE the Board enacts as follows:

1. The Capital Bylaw of the Board approved by the Minister that specifies the supported projects in the Ministry's letter of February/28/2019 from the 2019/20 Capital Plan is hereby adopted.
2. This Bylaw may be cited as School District No. 44 (North Vancouver) Capital Bylaw No. 2019/20-CPSD44-01.

READ A FIRST TIME THE ____ DAY OF MARCH, 2019;

READ A SECOND TIME THE ____ DAY OF MARCH, 2019;

READ A THIRD TIME, PASSED AND ADOPTED THE ____ DAY OF MARCH, 2019.

Board Chair

CORPORATE SEAL

Secretary-Treasurer

I HEREBY CERTIFY this to be a true and original School District No. 44 (North Vancouver) Capital Bylaw No. 2019/20-CPSD44-01 adopted by the Board the ____ day of March, 2019.

Secretary-Treasurer

Schedule C.1....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): **Changes to Secondary School Honour Roll**

Narration:

The recognition of student achievement in secondary schools in the North Vancouver School District has undergone considerable change in order to align with the new provincial curriculum and assessment practices introduced by the Ministry of Education.

The Ministry announced the new BC K-12 curriculum in 2015/2016 and established a timeline for full implementation of the curricular changes by the end of 2019/20. The timeline provides for full implementation of a new curriculum for students K-Grade 9 by the end of 2016/17, for Grade 10 students by the end of this school year, and for Grades 11 & 12 to take effect in the 2019/20 school year.

In concert with the changes in curriculum, the Ministry revised its Student Reporting Policy in 2016 and began, over the following years, revising the Ministerial Orders relevant to student assessment and reporting.

The North Vancouver School District has been a leader in supporting teachers as they move to the new curriculum, and in adopting new assessment practices that align with the changes introduced by the Student Reporting Policy of 2016. Schools are now considering new processes for recognizing student achievement that consider the Big Ideas of the new curriculum and the context of each learning environment.

District Principal Kathleen Barter and Assistant Superintendent Chris Atkinson will review current assessment practices, the rationale behind these practices, and the efforts being made in NVSD schools to recognize and celebrate learning and growth.

Schedule C.2....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): **BC Tripartite Education Agreement**

Narration:

In the summer of 2018, the Governments of Canada and of British Columbia, and the First Nations Education Steering Committee (FNESC) completed and signed the BC Tripartite Education Agreement: Supporting First Nation Student Success. The Agreement replaces the previous BC Tripartite Education Framework Agreement and commits the three parties to shared efforts to support the BC First Nations education system and improve the learning outcomes for First Nations students across the province.

The Tripartite Agreement, in part, provides funding commitments at both the federal and provincial levels to support resources and cultural support services, and targeted funding for transportation of on-reserve First Nations students. At the provincial level, the Agreement empowers First Nations to negotiate and implement Local Education Agreements (LEA) with their local school district to support the education of the students of each Nation.

Discussions have begun between the North Vancouver School District and both the Squamish Nation and the Tsleil-Waututh Nation with respect to both a transportation plan and consideration of Local Education Agreements.

Assistant Superintendent Dr. Pius Ryan will provide the Board of Education with an update on what the Agreement requires of the North Vancouver School District, and the School District's actions and plans to date with respect to establishing a transportation plan and Local Education Agreements with First Nations on the North Shore.

Schedule C.3.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): **Land Management**

Narration:

Updates on the Board's Land Management have been provided at each of the monthly Public Board Meetings.

Mark Pearmain, Superintendent of Schools, will present the attached *Land Management Update* (March 2019).

Attachment:
Land Management UPDATE – March 2019

Land Management Update

Argyle Secondary School: Replacement Update

Construction continues on the new replacement school; however, the recent inclement (severe) weather has slowed progress on the project.

It is expected that the construction of the steel structure (frame) is anticipated to commence within the coming month.

Handsworth Secondary School: Replacement Update

The Design/Development phase of the project is nearing completion with overall fine tuning of internal design schematics now the main focus.

It is anticipated that the public tendering process for the construction contractor will commence in July/August.

Mountainside Secondary School: Seismic Upgrade

Mountainside Secondary received approval for a full seismic upgrade on November 16, 2018. The respondents and their respective application to the Request for Proposal for Architectural Prime Consulting Services are currently being reviewed. The next step will be awarding of the contract.

Lucas: Status

There has been no change in the status of the Lucas site.

Cloverley: Status

Cloverley Elementary replacement project was not approved in the Ministry of Education response to our Five-Year Capital Plan. A new plan, as mandated by the Ministry of Education, will be submitted to the Ministry by June 2019. It is expected that the North Vancouver School District will continue to put forward the Cloverley Elementary replacement project in the next Five-Year Capital Plan submission.

Schedule C.4....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): **Out-of-Country Field Trips - Secondary**

Narration:

Seattle – a field trip to Seattle, WA USA has been scheduled for April 25-26, 2019. The trip involves approximately 28 Grade 11 students in the Global Perspectives program, accompanied by three teacher supervisors.

Students will travel to, and within, Seattle by chartered motor coach and will be accommodated in a hotel. The trip cost is approximately \$235 per student, which will be paid by the students.

The purpose of this extracurricular trip is intended to enhance the Global Perspectives program studies by learning first-hand about global social issues by touring the Bill and Melinda Gates Foundation. Students will also visit the Boeing Future of Flight Aviation Center and Factory tour to establish a context for globalization and the global economy. In addition to the tours, students will meet their peers during a cultural exchange at a Seattle-area high school.

Carson Graham – a field trip to San Francisco CA USA has been scheduled for April 27-May 1, 2019. The trip involves approximately 30 Digital Media Academy students in grades 11-12, accompanied by two teacher supervisors.

Students will travel to San Francisco by air and will travel by motor coach while there. Accommodation will be in a hotel. The cost per student is approximately \$1,500 and will be paid by students.

The purpose of this extracurricular trip is to offer students the opportunity to tour a number sites representative of the digital technology and design focus that is found within San Francisco, including visits to the Walt Disney Family Museum, the De Young Art Museum, the Presidio, the Lucas Film Center and the Museum of Modern Art. In addition, students will also visit local historical and cultural sites.

Mountainside – a field trip to Guatemala has been scheduled for May 1-10, 2019. The trip involves approximately 10 Grade 10-12 student members of the school's "Bean Dreamin' Team", accompanied by two teacher supervisors.

Students will travel to Guatemala by air and by bus while there. Accommodation will be in a hotel. The cost per student is approximately \$2,000 and will be paid by student fundraising efforts.

The purpose of this extracurricular trip is for students to participate in the building of a classroom in the community of Patulul, Suchitepequez as an educational supplement to studies in a number of subject areas, including Social Studies, Social Justice, Sustainable Resources, and Self Efficacy. Through the building efforts and visits to other local communities, students will gain a further appreciation of the diversity of other cultures, world views and the complexities of lives in developing countries.

Schedule C.5.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): **Superintendent's Report**

Narration:

The Superintendent will provide an oral report on items of interest or concern to the Board not otherwise covered in the agenda.

Schedule C.6.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): Report Out - BC School Trustees Association (BCSTA) and BC Public Schools Employers' Association (BCPSEA)

Narration:

Trustees will provide an update on information related to BC School Trustees Association and BC Public Schools Employers' Association.

Schedule C.7.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): Trustees' Reports

Narration:

The Chair will call for reports from Trustees on their activities on behalf of the Board.

ScheduleD.....
of the
Administrative Memorandum

Meeting Date: March 12, 2019 **Board** **Board, in camera**

Topic (as per the Memorandum): Future Meetings

Narration:

Date and Time	Event	Location
Tuesday, April 2, 2019 at 7:00 pm	Finance and Facilities Standing Committee Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, April 16, 2019 at 7:00 pm	Public Board Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, May 7, 2019 at 7:00 pm	Education and Programs Standing Committee Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, May 21, 2019 at 7:00 pm	Public Board Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver

All meetings will take place on the 5th floor in the Mountain View Room, unless otherwise noted.

Pedestrian Access: Main West Entrance at 2121 Lonsdale Avenue, proceed by elevator to 5th Floor.

Vehicle Access: Parkade Entrance off West 21st Street and Lonsdale Avenue, park on Level P1 and proceed by elevator to 5th floor.

**ScheduleE.....
of the
Administrative Memorandum**

Meeting Date: March 12, 2019 **Board** **Board, in camera**

**Topic (as per the
Memorandum):** **Public Question & Comment Period**

Narration:

In accordance with Board Policy 104: Board of Education – Meetings; twenty (20) minutes will be provided at the end of a regular Board meeting during which attendees may provide comments or ask questions of the Board on business conducted during that meeting or on any matter pertaining to the School District. The Chair may defer a response if a question cannot be answered at that time.

In accordance with Board policy, questions relating to personnel, negotiations or litigation must not be dealt with in a public session.