

## 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, June 18, 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 May 21, 2019 be approved as circulated)	(no schedule)	7:35 pm
A.5.	Student Presentation – Mountainside Secondary		7:50 pm
B.	Action Items		
B.1.	Five-Year Capital Plan 2020/21		8:05 pm
B.2.	Proposed New Policy 214: Student Choice		8:20 pm
B.3.	Proposed Revised Policy 304: Anaphylaxis		8:35 pm
B.4.	Proposed Rowing Academy for 2020/21		8:50 pm
B.5.	School District Track & Field Student Use		9:05 pm
B.6.	Brockton Preparatory School at Westover Tenure Bylaw 2019		9:20 pm
C.	Information and Proposals		
C.1.	Enhancing Student Learning Presentation		9:35 pm
C.2.	Catchment Review Update		9:50 pm
C.3.	Student Trustee		10:00 pm
C.4.	Land Management Update		10:10 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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**Format and Date:**

**PUBLIC BOARD MEETING**  
Tuesday, June 18, 2019 at  
7:00 pm

		Estimated Completion Time
	(continued)	
C.5.	Superintendent's Report	10:20 pm
C.6.	Report Out - BC School Trustees Association (BCSTA) and BC Public Schools Employers' Association (BCPSEA)	10:30 pm
C.7.	Trustees' Report	10:35 pm
D.	Future Meetings	10:35 pm
E.	Public Question & Comment Period	10:45 pm
F.	Adjournment	(no schedule) 10:45 pm

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

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

**Meeting Date:** June 18, 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 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, May 21, 2019.

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

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### A. Call to Order

Chair Sacré called the meeting to order at 6:58 pm and welcomed those in attendance. The traditional territorial lands of the Squamish Nation and Tsleil-Waututh Nation were acknowledged.

### A.2. Approval of Agenda

Moved by D. Bruce

that the agenda, as recommended in the Administrative Memorandum, be adopted.

Seconded by M. Tasi Baker

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.

Amanda Nichol, on behalf of the Braemar PAC, extended the invitation to the Board to attend Braemar Elementary School bike to school celebration the week of May 27 – 31, 2019.

### A.4. Approval of Minutes

Moved by K. Mann

that the minutes of the public meeting of April 23, 2019 be approved as circulated.

Seconded by D. Bruce

Carried

### A.5. Student Presentation – Sherwood Park Elementary

Kindergarten students from Sherwood Park Elementary School shared a daily breathing exercise that helps them be fully present with one another. This daily breathing ritual helps these young students strengthen their inner peace and bring a sense of joy and calmness to the classroom.

On behalf of the Board, Chair Sacré and Superintendent Mark Pearmain thanked Ms. Sulis and the students for coming to share their breathing exercise with the Board.

### B.1. School District No. 44 (North Vancouver) Annual Budget Bylaw for Fiscal Year 2019/20

As required under the School Act, the Board of Education must adopt its budget bylaw on or before June 30, 2019, for the 2019/20 fiscal year. Superintendent of Schools Mark Pearmain introduced this agenda item by sharing the budget process with the Board. Superintendent Pearmain provided highlights on how the School District is funded and how the restored language has impacted the School District.

**B.1. School District No. 44 (North Vancouver) Annual Budget Bylaw for Fiscal Year 2019/20 (continued)**

Executive Director of Human Resources Scott Stanley and Assistant Superintendents Chris Atkinson and Pius Ryan summarized the recommendations that the Executive Committee proposed to the Board, further explaining how the recommendations fit into the budget. Director of Financial Services Kristen Watson was invited to the table to present the 2019/20 Annual Budget in the amount of \$191,368,924, provide an overview of the budget and respond to Trustees' questions.

Ms. Watson highlighted a few items: salary costs for Teaching and Support Staff do not include a provision for increments that may be negotiated through the collective bargaining process, as those costs will be funded by the Ministry of Education and Administrative, Management and Exempt Salary estimates do include a provision for salary increase of approximately 3%. Overall, the Operations budget includes approximately \$132,000 increase in the cost of services and supplies, which is less than a 1% change from last year. The student FTE enrolment is predicted to drop by approximately 90 students next year therefore, the loss of Operating Grant Revenue experienced by the drop in enrolment will be partly offset by an increase of \$45 per student, to the per-pupil Operating Grant. New Grant Revenue of \$1,210,892 will be provided by the Ministry of Education to offset the costs of the new Employer Health Tax. The total 2019/20 Operating Grant Revenue is estimated to be \$137,660,680. The 2019/20 Operating Budget includes a use of prior year surplus of \$2,296,289 in order to balance the Operating Fund.

In response to Trustees' questions, clarification was provided regarding class size and composition funding, the results of the engagement survey and employee training in social and emotional health.

Moved by D. Bruce

that School District No. 44 (North Vancouver) Annual Budget Bylaw for fiscal year 2019/20 be read a first time;

Seconded by G. Tsiakos

Carried

Moved by K. Mann

that School District No. 44 (North Vancouver) Annual Budget Bylaw for fiscal year 2019/20 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 M. Tasi Baker

that School District No. 44 (North Vancouver) Annual Budget Bylaw for fiscal year 2019/20 be read a third time, passed and adopted.

Seconded by K. Mann

Carried

**B.2. Trustee Stipend**

Secretary Treasurer Georgia Allison introduced this agenda item and shared that the Income Tax Act (ITA) exemption for Trustee stipend has been removed effective January 2019. 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.

An analysis of the taxation impact for North Vancouver Trustees demonstrated that an increase of approximately 9% will be required to bring the net pay back to the 2018 level. Using this approach,

and rounding to the nearest \$100, generates the following Stipend rates: Chair \$29,700; Vice-Chair \$28,200; Trustee \$27,400.

**B.2. Trustee Stipend (continued)**

Secretary Treasurer Allison provided a variety of approaches on how neighbouring School Districts in the Metro Vancouver area, as well as across the Province have addressed this tax change.

Trustees discussed the stipend options at length and shared their concerns.

Moved by M. Higgins

that the annual Trustee Stipend be adjusted, effective January 1, 2019, to reflect the impact of the Income Tax Act changes and,

that the annual Trustee Stipend rates adjusted to: Chair \$29,700; Vice-Chair \$28,200; Trustee \$27,400.

Seconded by K. Mann

Carried

Opposed: C. Gerlach

**C.1. Elementary School Fees 2019/20**

Assistant Superintendent Chris Atkinson introduced this item and noted that, in accordance with [Policy 706: School Fees](#), the elementary fees included in the Board agenda package for Trustees' information have been reviewed by school administrators consulting with appropriate staff, students and Parent Advisory Council. Assistant Superintendent Atkinson noted that the range of fees is based on cost recovery and Trustees are encouraged to contact their individual schools for clarification.

**C.2. Land Management Update**

Superintendent Mark Pearmain updated the Board of Education 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 status on the Lucas Centre and Cloverley Elementary School.

Superintendent Mark Pearmain shared that the North Vancouver School District will be meeting with District Council on Monday, May 27, 2019, to discuss the development permit for Handsworth Secondary School.

**C.3. Tuesday, May 7, 2019 Standing Committee Meeting**

Trustee Tsiakos reported on the meeting that identified successes and areas of growth within Aboriginal Education.

**C.4. Superintendent's Report**

Superintendent Mark Pearmain shared highlights from his visits to Carson Graham and Seycove Secondary schools.

Recognition was provided to the students from the North Vancouver School District who received awards at the City and District Civic Youth Awards, which were attended by members of the Executive Committee.

Superintendent Pearmain congratulated Martin Stuible, President of North Vancouver Teachers' Association, for his leadership and advocacy in supporting public education.

**C.5. Report Out - BC School Trustees Association (BCSTA) and BC Public Schools Employers' Association (BCPSEA)**

Trustee Tasi Baker shared information from the BCSTA AGM that was held from April 25-27, 2019.

There was no update from on BCPSEA.

**C.6. 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
  - Trustee Seminar
  - Audit Committee Meeting
  - AFK Committee Meeting
  - Handsworth Public Engagement Meeting
  - Norgate Community Dialogue
  - NVSD New Employee Orientation
  - Policy Review
  - ITC Meeting
  - Bargaining
  - North Shore Restorative Justice Society Community Dialogue
  - Queen Mary PAC Meeting
  - Westview PAC Meeting
  - Carson Graham Exit Interviews
  - Seycove Exit Interviews
  - Meeting with District of North Vancouver Counsellors
  - NVPAC Meeting
  - Safe & Caring Schools Meeting
2. Events attended by Trustees included:
  - BCSTA AGM
  - Secret Path Movie Screening
  - VSO/North Vancouver Honour Band & Strings Concert
  - 44 Dresses Event
  - City of North Vancouver Youth Awards
  - District of North Vancouver Youth Awards
  - Cheakamus Open House 50<sup>th</sup> Celebration
  - Eastview Elementary Visit
  - Queensbury Elementary Visit
  - Ridgeway Spring Fair
  - Queensbury Elementary Ice Cream Social
  - Carson Graham Secondary Systems & Innovations Fair
  - AFK Shives Event
  - Roots of Empathy
  - Pro D Speaker – Dr. Bailey
  - Catchment Review Community Consultation Evening
  - ACE's Second Annual Conference 2019
  - BC Land Summit 2019

**D. Future Meetings**

Date and Time	Event	Location
Wednesday, June 18, 2019 at 7:00 pm	Public Board 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.

Amanda Nichol, Co-Chair of North Vancouver Parent Advisory Council, spoke regarding the portable going onto the Queen Mary Elementary School site and whether it would have a washroom attached. Ms. Nichol voiced her concerns of younger aged children being placed in portables and asked the Board to consider older aged children when making these decisions.

**F. Adjournment**

The established agenda being completed, the Chair adjourned the meeting at 9:43 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:** June 18, 2019  **Board**  **Board, in camera**

**Topic (as per the Memorandum):** **Student Presentation – Mountainside Secondary School**

**Narration:**

This past September, a group of highly motivated students from Mountainside Secondary began working towards a goal of raising enough money to not only build a classroom in Guatemala but also, to visit the country and participate in the construction. At the beginning, the goal seemed almost insurmountable but Mountainside's Bean Dreamin' Team consistently worked towards this objective. Through the writing of grant applications, letters to businesses and fundraising activities, the group was able to achieve their goal and went to Guatemala in May of this year. Valuable learning experiences occurred throughout the process and students are excited to share what they have learned and to celebrate their accomplishments at the upcoming Board Meeting!

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

**Meeting Date:** June 18, 2019  **Board**  **Board, in camera**

**Topic (as per the Memorandum):** **Five-Year Capital Plan 2020/2021 (for Approval)**

**Narration:**

Each year, boards of education are required to submit a Five-Year Capital Plan providing details on Major Capital Priorities needed for their school districts. In mid April 2019, the Ministry of Education issued Capital Plan Instructions, identifying the major capital funding programs, and requirements for the preparation and submission of the 2020/2021 Five-Year Capital Plan. The Ministry of Education requires school districts to adopt, and submit their Five-Year Capital Plans no later than June 30, 2019.

School districts are required to have a current Long Range Facilities Plan (LRFP) in place to support major capital priorities identified in their Five-Year Capital Plan submission. The LRFP is to incorporate consideration of demographic changes, enrolment patterns, residential developments planned in the community, facility condition, and capacity utilization.

Consultants were engaged to assist with updating the School District's LRFP for 2019. A draft of the LRFP was presented before the Capital Planning Committee on May 23, 2019 for review and feedback. Key findings of the LRFP were used to identify major capital funding priorities for the Draft 2020/21 Five-Year Capital Plan submission.

The Major Capital Funding Programs include the following:

- Seismic Mitigation Program (SMP)
- New School Program (NEW)
- School Expansion / Addition Program (EXP)
- School Replacement Program (REP)
- Rural Districts Program (RDP)

The Minor Capital Funding Programs include the following:

- Building Envelope Program (BEP)
- School Enhancement Program (SEP)
- Carbon Neutral Capital Program (CNCP)
- School Bus Replacement Program (BUS)
- Playground Equipment Program (PEP)

The Major Capital Funding Programs require projects to be prioritized based over a five-year budget horizon. The Minor Capital programs only require funds to be identified for a single budget year. The Ministry has expressed that submissions will be used to inform the selection of priority capital projects for the Ministry's 2020/21 fiscal year, and longer term capital planning.

Taking into account the LRFP as well as the Ministry's emphasis on facilities condition and seismic ratings, the Draft 2020/21 Five-Year Capital Plan identifies the following priorities in the tables below for each Category:

#### Seismic Mitigation Program (SMP)

All Schools which were previously assessed by the Ministry as a high seismic risk have been supported in previous capital budget submissions and have Project Agreements in place, with projects underway. As such there are no current priorities to submit in this category.

#### New School Program (NEW)

A new school on the former Cloverley site is listed as our Top Priority.

Priority	Facility Name	Project Code	Project Description	Years	Project Cost
1	Cloverley Site	NEW	New 60K / 475 Capacity School	1 – 3	\$29,921,857

#### School Expansion/ Addition Projects (EXP)

Priorities based on Long Range Facilities Plan and enrolment projections.

Priority	Facility Name	Project Code	Project Description	Years	Project Cost
1	Carson Graham	EXP	Expand capacity by 300	1 – 3	\$20,169,455
2	Lynn Valley	EXP	Expand capacity by 100	1 – 3	\$6,035,758
3	Westview	EXP	Expand capacity by 100	4 – 5	\$6,540,574
4	Queen Mary	EXP	Expand capacity by 100	4 – 5	\$5,232,458
5	Highlands	EXP	Expand capacity by 75 and remove 3 portables	5 – 6	\$5,232,458

#### School Replacement Projects (REP)

Priorities based on a combination of facility condition with consideration to future enrolment pressures.

Priority	Facility Name	Project Code	Project Description	Years	Project Cost
1	Queensbury	REP	Replace with new larger 40K/400E Capacity school	1 – 3	\$27,886,778
2	Larson	REP	Replace with new larger 60K/475E Capacity school	1 – 3	\$30,764,528
3	Ross Road	REP	Replace with new larger 60K/475E Capacity School	1 – 3	\$30,053,665
4	Brooksbank	REP	Replace existing school with new larger 60K /425E Capacity School	2 – 4	\$28,695,362
5	Seymour Heights / Blueridge	REP	Replace & consolidate existing schools with one new larger 60K /475E Capacity School	5 – 7	\$27,150,962
6	Lynnmour	REP	Replace existing school with new larger 60K /450E Capacity School	5 – 7	\$24,831,805

### Building Envelope Program (BEP)

This funding is subject to schools identified through a risk assessment report facilitated by BC Housing. The Ministry has supported Dorothy Lynas Elementary under this program in the prior year and has procured a consultant to perform an initial assessment to determine if a project should be advanced.

### School Enhancement Program (SEP)

Project call is for the 2020/2021 year, and limited to five priorities. SEP projects are investments that will contribute to the safety and function of the school and will extend the life of the existing asset. Projects and priorities were identified with the use of the Ministry's Capital Asset Management System, consulting reports, and Facilities staff input. Projects must be of a financial magnitude between \$100,000 and \$2,000,000, and school districts are required to list one project that is approximately \$500,000 in value.

Priority	Facility Name	Project Code	Project Description	Project Cost
1	Mountainside	SEP	Building envelope upgrade	\$1,875,000
2	Mountainside	SEP	Renewal of domestic water system	\$1,555,000
3	Mountainside	SEP	Upgrade to life safety systems (fire alarm and elevators)	\$560,000
4	Mountainside	SEP	HVAC upgrades (Phase 1 of 2)	\$1,222,000
5	Mountainside	SEP	Renewal of electrical distribution systems	\$1,950,000

### Carbon Neutral Capital Program (CNCP)

Project call is for 2020/2021 year only, and limited to three priorities. Projects must contribute to measurable emissions reductions, operational cost savings, align with VFA equipment renewal period and LRFP.

Priority	Facility Name	Project Code	Project Description	Project Cost
1	Norgate	CNCP	Replace heating plant and add rooftop unit	\$250,000
2	Cleveland	CNCP	Replace heating plant	\$200,000
3	Mountainside	CNCP	Replace with new larger 60K/475E Capacity School	\$400,000

### School Bus Replacement Program (BUS)

Funding Eligibility is based on, school bus age, mileage, safety and mechanical issues. Although no buses in the School District meet these requirements, we have been encouraged to apply for funding by the Ministry, and have included a request to replace our oldest bus.

## Playground Equipment Program (PEP)

The Ministry's funding eligibility is based on new or replacement playground equipment. Prioritization is given to schools that do not currently have playground equipment, and where students do not have easy access to nearby playground equipment. School Districts may submit three prioritized requests for consideration. Funding options are available for universally accessible playground equipment \$105,000.

The requests below are prioritized based on requests from schools and Facilities staff assessment of existing equipment age and condition.

Priority	Facility Name	Project Code	Project Rational	Request
1	Westview	PEP	Westview currently has one student in a wheelchair. There is no universally accessible equipment at the school and there are no universally accessible playgrounds in the vicinity of the school. The school also hosts a StrongStart program and a day care program supporting diverse children who utilizes elements of the school grounds for play.	Universally Accessible Playground Equipment
2	Queen Mary	PEP	The immediate community continues to see rapid residential growth and additional portable classrooms will be added to the site in 19/20 and 20/21. There is a lack of play equipment to support the growing needs of the school and the existing play ground is not universally accessible. The school acts as a hub for the densely populated area of the city and there are no universally accessible playgrounds in the vicinity of the school. The school also houses a day care program supporting diverse children who utilizes elements of the school grounds for play.	Universally Accessible Playground Equipment
3	Sherwood Park	PEP	Sherwood Park currently has one student in a wheelchair. There is no universally accessible equipment at the school and there are no universally accessible playgrounds in the vicinity of the school. The school also houses a day care program supporting diverse children who utilizes elements of the school grounds for play.	Universally Accessible Playground Equipment

## Five-Year Capital Plan Timelines

Capital Planning timelines for the coming year are provided in the table below.

<b>Capital Planning Timelines</b>	
June 18, 2019	Presentation at Public Board Meeting of DRAFT 2020/2021 Five-Year Capital Plan priorities and timelines for Board consideration and adoption.
June 30, 2019	Due date for Boards of Education to submit 2020/2021 Five-Year Capital Plan to Ministry complete with Board Resolution adopting the plan.
July 2019 – December 2019	Ministry reviews all capital plan submissions, and applies eligibility criteria to requested capital projects and provincially ranks eligible capital projects.
January 2020 – March 2020	<ul style="list-style-type: none"><li>• Ministry develops and approves recommended project list for inclusion in the Ministry Capital Plan</li><li>• Government approval granted for Ministry Capital Plan</li><li>• Ministry issues Capital Plan Response Letters (as well as annual programs funding agreement) to school districts</li><li>• School districts submit Board-adopted Capital Plan Bylaws to the Ministry</li></ul>

Jim Mackenzie from the Facilities and Planning Department will introduce and provide an overview the Capital Plan for the consideration of the Board of Education.

### **RECOMMENDED MOTION:**

that the Board approve the Draft 2020/2021 Five-Year Capital Plan as presented in Schedule B.1. of June 18, 2019.

*School District Letterhead*

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In accordance with provisions under section 142 (4) of the *School Act*,  
the Board of Education of School District No. 00 (*School District name*)  
hereby approves the proposed Five-Year Capital Plan for 20\_\_/\_\_, as provided on the  
Five-Year Capital Plan Summary for 20\_\_/\_\_ submitted to the Ministry of Education.

I hereby certify this to be a true copy of the resolution for the approval of the  
proposed Five-Year Capital Plan for 20\_\_/\_\_ adopted by the Board of Education,  
on this the 00<sup>xx</sup> day of *Month* 20\_\_.

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Secretary-Treasurer Signature

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Secretary-Treasurer Name

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

**Meeting Date:** June 18, 2019       **Board**       **Board, in camera**

**Topic (as per the Memorandum):**      **Proposed New Policy 214: Student Choice – Animal Dissection in the Classroom**

**Narration:**

At the Public Board Meeting of May 22, 2018, students from Sutherland Secondary School, Shiqi Xu and Naia Peruchena, under the guidance of their teacher mentor and student government supervisor, Cynthia Bunbury, presented one of their projects to introduce a student choice policy on animal dissection in the classroom. This project is based on the philosophy of the world-wide Meatless Monday movement – to improve our health, the welfare of animals, and for the betterment of the planet.

In 2018/19, Mark Pearmain, Superintendent of Schools, established the Student Choice Policy Review Sub-Committee chaired by Pius Ryan, Assistant Superintendent. The Sub-Committee included representatives from the North Vancouver Administrators, North Vancouver Teachers' Association, and the District Student Leadership Council (DSLCL). The Sub-Committee met numerous times throughout 2018/19.

Pius Ryan presented draft new *Policy 214: Student Choice – Animal Dissection in the Classroom* to the North Vancouver School District Policy Review Committee on April 29, 2019. The Policy Review Committee included Board Chair Christie Sacré, Board Vice Chair George Tsiakos, representatives from the secondary and elementary school administrators (NOVA), the North Vancouver Teachers' Association (NVTA) and the North Vancouver Parent Advisory Council (NVPAC). The Canadian Union of Public Employees (CUPE Local 389) and the District Student Leadership Council (DSLCL) sent their regrets.

Pius Ryan, Assistant Superintendent, will introduce *Proposed New Policy 214: Student Choice – Animal Dissection in the Classroom*, as attached to this Administrative Memorandum of June 18, 2019.

**Attachments:**

*Proposed New Policy 214: Student Choice – Animal Dissection in the Classroom*  
*Proposed New Policy 214: Student Choice – Animal Dissection in the Classroom – Administrative Procedures (for information only)*

**RECOMMENDED MOTION:**

that the Board of Education approve *Proposed New Policy 214: Student Choice – Animal Dissection in the Classroom*, as attached to this Administrative Memorandum of June 18, 2019.

## **214 Student Choice – Animal Dissection in the Classroom**

Proposed New: June 18, 2019

### **Policy**

It is important that students have the ability to participate meaningfully in their educational program. The Ministry of Education Science curriculum outlines a number of learning standards requiring students to learn about animal systems. These learning standards are present in elementary and secondary science courses. In particular, courses that have a strong animal systems component may use dissection as an instructional strategy. In some cases, students may wish to engage in an alternate activity other than the dissection of animals.

*Policy 214 Student Choice – Animal Dissection in the Classroom* Administrative Procedures recognize that the Science curriculum addresses topics in which dissection may be used as a teaching tool and provides guidance to alternate approaches to dissection that continue to meet the learning standards.

### **Administrative Procedures**

Policy 214: Student Choice – Animal Dissection in the Classroom – Administrative Procedures

## **POLICY 214: STUDENT CHOICE – ANIMAL DISSECTION IN THE CLASSROOM**

### ***DRAFT ADMINISTRATIVE PROCEDURES***

In any class or course where animal dissection is part of the curricular program, schools will accommodate students who choose not to participate in animal dissection.

- Information about an alternative delivery option to animal dissection will be included in course outlines and discussed with students at the beginning of the course.
- An alternative instructional activity will be made available for the student when requested.
- This alternate activity should meet the same learning standards as the dissection activity.
- Schools will be responsible for providing alternate materials and resources.
- Where applicable, assessment criteria for the alternative activity will be provided to guide student learning.

#### **Educator Resources**

- People for the Ethical Treatment of Animals (PETA):  
<https://www.peta.org/teachkind/humane-classroom/dissection/free-virtual-dissection/>
- Animals in Science Policy Institute Teacher Portal:  
[https://www.animalsinscience.org/what\\_we\\_do/programs/dissection\\_schools/teacher-portal/](https://www.animalsinscience.org/what_we_do/programs/dissection_schools/teacher-portal/)

Other resources are available via the NVSD Curriculum Hub.

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

**Meeting Date:** June 18, 2019       **Board**       **Board, in camera**

**Topic (as per the Memorandum):**      **Proposed Revised Policy 304: Anaphylaxis**

**Narration:**

Policy 304: Anaphylaxis was last updated in 2008. The Ministry Anaphylaxis Protection Order was issued on September 30, 2018, requiring Boards of Education to establish and maintain policy and procedures relating to anaphylaxis in accordance with the order.

In 2017/18, Mark Pearmain, Superintendent of Schools, established the Anaphylaxis Policy Review Sub-Committee chaired by Brad Baker, Principal, Safe & Caring Schools. The Sub-Committee included representatives from the North Vancouver Administrators, North Vancouver Teachers' Association, and Vancouver Coastal Health (VCH). The Sub-Committee met throughout 2017/18 and 2018/19.

Brad Baker presented draft revised *Policy 304: Anaphylaxis* to the North Vancouver School District Policy Review Committee on April 29, 2019. The Policy Review Committee included Board Chair Christie Sacré, Board Vice Chair George Tsiakos, representatives from the secondary and elementary school administrators (NOVA), the North Vancouver Teachers' Association (NVTA) and the North Vancouver Parent Advisory Council (NVPAC). The Canadian Union of Public Employees (CUPE Local 389) and the District Student Leadership Council (DSLCL) sent their regrets.

Brad Baker, Principal, Safe & Caring Schools, will introduce *Proposed Revised Policy 304: Anaphylaxis*, as attached to this Administrative Memorandum of June 18, 2019.

**Attachments:**

*Proposed Revised Policy 304: Anaphylaxis*

*Proposed Revised Policy 304: Anaphylaxis – Administrative Procedures (for information only)*

**RECOMMENDED MOTION:**

that the Board of Education approve *Proposed Revised Policy 304: Anaphylaxis*, as attached to this Administrative Memorandum of June 18, 2019.

## 304 Anaphylaxis

Adopted: November 22, 2005  
Revised: June 18, 2008  
Proposed Revised: June 18, 2019

### Policy

Anaphylaxis is a sudden and severe allergic reaction requiring immediate medical emergency measures be taken. Anaphylaxis can be fatal.

The Board of Education recognizes that it has a duty of care to students who are at risk from life-threatening allergic reactions while under school supervision. The Board of Education also recognizes that this responsibility is shared among the student, parents, the school system and health care providers.

The purpose of this policy is to minimize the risk to students with severe allergies to potentially life-threatening allergens without depriving the severely allergic student of normal peer interactions or placing unreasonable restrictions on the activities of other students in the school.

This policy is designed to ensure that students at risk are identified, strategies are in place to minimize the potential for accidental exposure, and staff and key volunteers are trained to respond in an emergency situation.

While the Board of Education cannot guarantee an allergen-free environment, the Board of Education will take reasonable steps to provide an allergy-aware environment for students with life-threatening allergies.

All schools in the North Vancouver School District must implement the steps outlined in the Administrative Procedures, which include:

- (a) a process for identifying students with anaphylaxis;
- (b) a process for keeping a record with information relating to the specific allergies for each identified student with anaphylaxis to form part of the student's file;
- (c) a process for establishing an emergency procedure plan, to be reviewed annually, for each identified student with anaphylaxis to form part of the student's file;
- (d) an education plan for students with anaphylaxis and their parents to encourage the use of Medic-Alert identification;
- (e) procedures for storing and administering medications, including procedures for obtaining preauthorization<sup>i</sup> for employees to administer medication to a student with anaphylaxis<sup>ii</sup>; and
- (f) a process for Principals to monitor and report information about anaphylactic incidents to the Board of Education in aggregate form.

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<sup>i</sup> Must be obtained from both the student's physician and the student's parents

<sup>ii</sup> For students who have not been identified as anaphylactic, the standard emergency procedure is to call 911 – school staff should not administer medication to unidentified students.

**POLICY 304: ANAPHYLAXIS**  
**DRAFT ADMINISTRATIVE PROCEDURES**

## **1. Description of Anaphylaxis**

Anaphylaxis is a serious allergic reaction that is rapid in onset and can possibly be fatal. Signs and symptoms of Anaphylaxis can occur within minutes of exposure to an offending substance. Reactions usually occur within two hours of exposure, but in rarer cases can develop hours later. Specific warning signs as well as the severity and intensity of symptoms can vary from person to person and sometimes from reaction to reaction in the same persons.

An anaphylactic reaction can involve **any** of the following symptoms, which may appear alone or in any combination, regardless of the triggering allergen:

- Skin:** hives, swelling, itching, warmth, redness, rash
- Respiratory (breathing):** wheezing, shortness of breath, throat tightness, cough, hoarse voice, chest pain/tightness, nasal congestion or hay fever-like symptoms (runny itchy nose and watery eyes, sneezing), trouble swallowing
- Gastrointestinal (stomach):** nausea, pain/cramps, vomiting, diarrhea
- Cardiovascular (heart):** pale/blue colour, weak pulse, passing out, dizzy/light-headed, shock
- Other:** anxiety, feeling of “impending doom”, headache, uterine cramps in females

Because of the unpredictability of reactions, early symptoms should never be ignored, especially if the person has suffered an anaphylactic reaction in the past.

It is important to note that Anaphylaxis can occur without hives.

If a student with Anaphylaxis expresses any concern that a reaction might be starting, the student should always be taken seriously. When a reaction begins, it is important to respond immediately, following instructions in the student’s *Medical Alert Action Plan*. The cause of the reaction can be investigated later.

The following symptoms may lead to death if untreated:

- breathing difficulties caused by swelling of the airways; and/or
- a drop in blood pressure indicated by dizziness, light-headedness or feeling faint/weak.

## 2. Identifying Students at Risk

At the time of registration, using the district Student Registration Form, parents/guardians are asked to report on their child's life threatening medical conditions, including whether their child has a medical diagnosis of Anaphylaxis. Information on a student's life threatening medical conditions will be recorded and updated on the student's file.

It is the responsibility of the parent/guardian to:

- Inform the school Principal when their child is diagnosed as being at risk for Anaphylaxis.
- In a timely manner, complete medical forms including the *Anaphylaxis Emergency Plan* which includes a photograph, description of the child's allergy, emergency procedures, contact information, and consent to administer medication. The *Anaphylaxis Emergency Plan* should be posted in key areas such as in the child's classroom, the office, the teacher's desk, and food consumption areas (e.g. lunch rooms, cafeterias).
- Provide the school with updated medical information at the beginning of each school year, and whenever there is a significant change in their child's condition.
- Inform service providers of programs delivered on school property by non-school personnel of their child's Anaphylaxis and the *Anaphylaxis Emergency Plan* where applicable, as these programs are not the responsibility of the school.

The school will contact the students with Anaphylaxis and their parent/guardian to encourage the use of medical identifying information (e.g. MedicAlert® bracelet). The identifying information could alert others to the student's allergies and indicate that the student carries an epinephrine auto-injector. Information accessed through a special number on the identifying information can also assist first responders, such as paramedics, to access important information quickly.

## 3. Record Keeping – Monitoring and Reporting

For each identified student, the school Principal will keep the *Anaphylaxis Emergency Plan* on file. These plans will contain the following information:

- Student-Level Information
  - Name
  - Contact information
  - Diagnosis
  - Symptoms
  - Allergy trigger(s)
  
- School-Level Information

- Emergency procedures/treatment
- Physician section including the student’s diagnosis, medication and physician’s signature. An updated form with physician’s signature is required whenever there is a significant change in the child’s condition.

It is the school Principal or delegate’s responsibility for collecting and managing the information on students’ life threatening health conditions and reviewing that information annually to form part of the students’ file.

The school Principal or delegate will also monitor and report information about anaphylactic incidents to the board of education in aggregate form (to include number of students with Anaphylaxis and number of anaphylactic incidents) at a frequency and in a form as directed by the Superintendent.

#### **4. Emergency Procedure Plans: “Anaphylaxis Emergency Plan”**

##### **a) Anaphylaxis Emergency Plan**

The school Principal or delegate must ensure that the parent/guardian and student (where appropriate), are provided with an opportunity to meet with designated staff, prior to the beginning of each school year or as soon as possible to develop/update an individual *Anaphylaxis Emergency Plan*. The *Anaphylaxis Emergency Plan* must be signed by the student’s parent/guardian and the student’s physician. A copy of the plan will be placed in readily accessible, designated areas such as the classroom and office.

The *Anaphylaxis Emergency Plan* will include at minimum:

- the diagnosis;
- the current treatment regimen<sup>1</sup>;
- current emergency contact information for the student’s parent/guardian;
- a notification that the plan will be shared with others within the school as necessary;
- a requirement for those exposed to the plan to maintain the confidentiality of the student’s personal health information;
- information regarding the parent/guardian’s responsibility for advising the school about any change in the student’s condition; and
- information regarding the parent’s/guardian’s responsibility for updating records.

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<sup>1</sup> Epinephrine is the recommend treatment for life threatening allergies in the school setting  
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## **b) School Level Emergency Response Procedures**

Each school must develop School Level Emergency Response Procedures, which must include the following elements:

1. Administer the student's auto-injector (single dose) at the first sign of a reaction. The use of epinephrine for a potentially life-threatening allergic reaction will not harm a normally healthy child, if epinephrine was not required. Note time of administration.
2. Call emergency medical care (911)
3. Contact the child's parent/guardian
4. A second auto-injector may be administered within 5 to 15 minutes after the first dose is given IF symptoms have not improved (i.e. the reaction is continuing, getting worse, or has recurred)
5. If an auto-injector has been administered, the student must be transported to a hospital (the effects of the auto-injector may not last, and the student may have another anaphylactic reaction)
6. One person stays with the student at all times
7. One person goes for help or calls for help

## **c) Field Trip/Off-site Emergency Response Procedures**

The school Principal, or designated staff, must ensure that emergency plan measures are in place for scenarios where students are off-site (e.g. bringing single dose auto-injectors on field trips). It may be necessary to bring the student's auto-injector from the school office along on the trip.

## **5. Provision and Storage of Medication**

Children at risk of Anaphylaxis who have demonstrated maturity<sup>2</sup> should carry one auto-injector with them at all times and have a back-up auto-injector stored at the school in a central, easily accessible, unlocked location. For children who have not demonstrated maturity, their auto-injector(s) will be stored in a designated school location(s).

The location(s) of student auto-injectors must be known to all staff members and caregivers.

Parents/guardians will be informed that it is their responsibility:

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<sup>2</sup> As determined by the child's parent/guardian.

- to provide the appropriate medication (e.g. single dose epinephrine auto-injectors) for their child with Anaphylaxis<sup>3</sup>;
- to inform the school where the Anaphylaxis medication will be kept (i.e. with the student, in the student's classroom, and/or other locations);
- to inform the school when they deem the child competent to carry their own medication (children who have demonstrated maturity, usually Grade 1 or Grade 2, should carry their own auto-injector), and it is their duty to ensure their child understands they must carry their medication on their person at all times;
- to provide a second auto-injector to be stored in a central, accessible, safe but unlocked location;
- to ensure Anaphylaxis medications have not expired; and
- to ensure that they replace expired medications.

## 6. Allergy Awareness, Prevention and Avoidance Strategies

### a) Awareness

The school Principal should ensure:

- That all school staff and persons reasonably expected to have supervisory responsibility of school-age students and preschool age children participating in early learning programs (e.g. food service staff, volunteers, bus drivers, custodians) receive training annually, in the recognition of a severe allergic reaction and the use of single dose auto-injectors and standard emergency procedure plans.
- That all members of the school community including TTOCs, replacement employees, student teachers and volunteers have appropriate information about severe allergies including background information on allergies, Anaphylaxis and safety procedures.
- With the consent of the parent/guardian, the Principal and the classroom teacher must ensure that the student's classmates are provided with information on severe allergies in a manner that is appropriate for the age and maturity level of the students, and that strategies to promote inclusion are incorporated into this information.

Posters which describe signs and symptoms of Anaphylaxis and how to administer a single dose auto-injector should be placed in relevant areas. These areas may include classrooms, office, staff room, lunch room and/or the cafeteria.

### b) Avoidance/Prevention

Individuals at risk of Anaphylaxis must learn to avoid specific triggers. While the key responsibility lies with the students at risk and their families, the school community

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<sup>3</sup> Epinephrine is the recommend treatment for life threatening allergies in the school setting  
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must participate in creating an “allergy-aware” environment. Special care is taken to avoid exposure to allergy-causing substances. Parents/guardians are asked to consult with the teacher before sending in food to classrooms where there are children with food-allergies. The risk of accidental exposure to a food allergen can be significantly diminished by means of such measures.

Given that Anaphylaxis can be triggered by minute amounts of an allergen when ingested, students with food allergies must be encouraged to follow certain guidelines:

- Eat only food which they have brought from home unless it is packaged, clearly labelled and approved by their parent/guardian (*Elementary schools*).
- If eating in a cafeteria, ensure food service staff understand the life-threatening nature of their allergy. When in doubt, avoid the food item in question.
- Wash hands before and after eating.
- Not share food, utensils or containers.
- Place food on a napkin or parchment paper rather than in direct contact with a desk or table.

Non-food allergens (e.g. medications, latex) will be identified and restricted from classrooms and common areas where a student with a related allergy may encounter that substance.

## 7. Training Strategy

At the beginning of each school year, a training session on Anaphylaxis and anaphylactic shock will be held for all school staff and persons reasonably expected to have supervisory responsibility of school-age students and preschool age children participating in early learning programs (e.g. food service staff, volunteers, bus drivers, custodians).

Efforts shall be made to include the parent/guardian, and student (where appropriate), in the training. Experts (e.g. public health nurses, trained occupational health & safety staff) will be consulted in the development of training policies and the implementation of training. Training will be provided by individuals trained to teach Anaphylaxis management.

The training sessions will include:

- signs and symptoms of Anaphylaxis;
- common allergens;
- avoidance strategies;
- emergency protocols;
- use of single dose epinephrine auto-injectors;

- identification of students with Anaphylaxis (as outlined in the individual Student Emergency Procedure Plan);
- action/emergency plans; and
- method of communication with and strategies to educate and raise awareness of parents/guardians, students, employees and volunteers about Anaphylaxis.

*Additional Best Practice:*

- distinction between the needs of younger and older students with Anaphylaxis.

Participants will have an opportunity to practice using an auto-injector trainer (i.e. device used for training purposes) and are encouraged to practice with the auto-injector trainers throughout the year, especially if they have a student with Anaphylaxis in their care.

Students will learn about Anaphylaxis in a general assembly or special class presentation.

**Resources:**

[Anaphylaxis Protection Order](#)

[BC Anaphylactic and Child Safety Framework](#)

[North Shore School Health Manual – Medical Alerts & Allergies Info North Shore Schools](#)

[Canadian Society of Allergy and Clinical Immunology](#)

[Food Allergy Canada](#)

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

**Meeting Date:** June 18, 2019  **Board**  **Board, in camera**

**Topic (as per the Memorandum):** **Proposal for Rowing Academy for 2020/21**

**Narration:**

The North Vancouver School District 2011-2021 Strategic Plan affirms the School District's desire and intent to "develop and promote innovative and sustainable programs" and to "encourage the growth of collaborative, adaptive and personalize learning environments". Further, the District's Three-Year Operating Plan specifies, as a strategy, the continued enhancement of "student engagement and skill development through active involvement in project-based learning initiatives, specialized programs and academies".

In the Spring of 2018, the North Vancouver School District was approached by the Deep Cove Rowing Club with a preliminary proposal to establish a partnership with the NVSD to introduce a new specialty academy focused on the sport of rowing. Discussions between the Deep Cove Rowing Club and Assistant Superintendent Chris Atkinson ensued, with further refinements to the initial proposal resulting in a final proposal submission received in the Spring of 2019.

The proposal provides an overview of the objectives and delivery of the specialty academy. It identifies a recognized need to support rowing on the North Shore and proposes that a Rowing Academy within the North Vancouver School District would facilitate increased student access and opportunity to participate in the sport.

The sport itself brings obvious health and physical benefits to students, and participation in the academy will provide students with grade-level Physical Education credits necessary for graduation, as well as the potential for cross-curricular connections with math and science studies, and skill development in a sport that offers the ability for life-long participation.

The academy would be open to male and female student athletes regardless of rowing experience. A clear development pathway to foster and improve skills at various levels will be established through application of the principles of Rowing Canada's Long Term Athletic Development (LTAD) pathway. Students interested in advancing to competitive levels can, through the academy's connection to the Deep Cove Rowing Club, find a pathway to club-level and provincial competition under Rowing BC which, in turn, can potentially open up future opportunity for post-secondary/university (including possibility of scholarships) and national-level rowing programs.

The intent is to offer the Rowing Academy at Carson Graham Secondary School beginning in the 2020/21 school year. As with other NVSD academies, the program would be offered on alternate days during the afternoon block. The school PAC has indicated its support for locating the proposed academy at Carson Graham Secondary School.

Should the Board of Education wish to pursue the establishment of a Rowing Academy for September 2020, it would be in order to confirm the Board's support in principle now. Following the Board's confirmation, development of a formal Joint Venture Agreement with the Deep Cove Rowing Club can be undertaken and the Rowing Academy can be included in the January 2020 student course selection guides, as well as Enhanced Programs promotions and registration materials for the 2020/21 school year.

## Schedule B.4. (continued)

### Narration (continued)

Assistant Superintendent Chris Atkinson will provide the Board with an overview of the submitted Rowing Academy Proposal and the discussions that have occurred to date with respect to this proposal.

### Attachments:

*Rowing Academy Proposal prepared for NVSD Board of Education Meeting of June 18, 2019*

### RECOMMENDED MOTION:

that the Board of Education approve, in principle, the implementation of a Rowing Academy program in partnership with the Deep Cove Rowing Club as outlined in the Rowing Academy Proposal attached to the Administrative Memorandum of June 18, 2019 and, that the academy be offered beginning September 2020 subject to sufficient student enrollment.

# Rowing Academy

## Proposal

**Prepared by:** Shannon Van Baalen (Carson Graham, SD44)

**Collaboration with:** Colin Gray (Deep Cove Rowing Club), David Calder (Rowing BC)

**Proposed Academy Introduction:** September 2020

**Prepared for NVSD Board of Education Meeting of June 18, 2019**

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## 1: North Vancouver School District

“Vision without action is merely a dream. Action without vision just passes time. Vision with action can change the world.” - Joel Barker

The North Vancouver School District’s Vision of world-class instructions, engaging programs and bringing communities together to learn, share and grow parallels the vision of the SD44 Rowing Academy.

The North Vancouver School District prides itself on four pillars of educational practice: 1) Curriculum design and knowledge; 2) Instructional technique and appreciation of student development and readiness; 3) Quality assessment and evaluation practice; and 4) Management of the learning environment while attending to Social and Emotional Learning and needs of students. The proposed Rowing Academy aligns with these educational pillars as demonstrated in this document.

## 2: Proposed Rowing Academy

The Rowing Academy at Carson Graham Secondary School could not only support but also enhance the North Vancouver School Districts commitment to offering programs that enable learners to engage in their passion during the school day. Section 2.a “Rowing Academy Facts” outlines the basic details of the proposed academy before expanding in detail in later sections.

### 2.a: Rowing Academy Facts

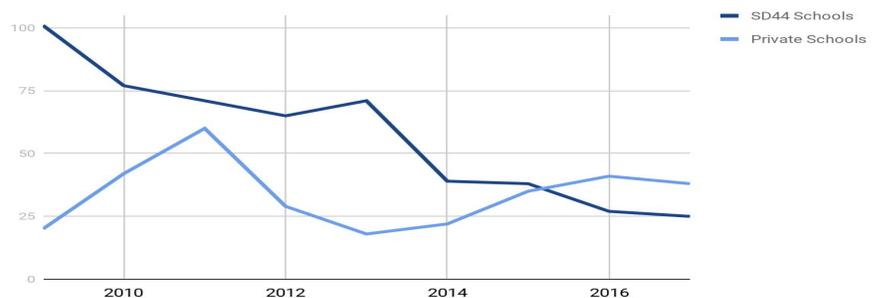
- Open to Grades 8-12, both male and female students regardless of experience.
- North Vancouver School District students are able to attend either Carson Graham or other schools within the district while participating in the Rowing Academy.
- The Rowing Academy will be based primarily at the Deep Cove Rowing Club in Deep Cove.
- Rowers will need to provide their own transportation to the Academy in Deep Cove.
- Students enrolled in the Rowing Academy will earn PE credit towards graduation requirements.

## 3: Need/Demand for a Rowing Academy

Currently there is no Rowing Academy option available for students on the North Shore. In the graph below you will see that over the last 9 years, rowing within the school district has dropped 75%, while involvement among youth is increasing within private schools on the North Shore. Youth within the school district accounted for over 100 athletes in 2009, in 2017 only 25 students in the district were rowing. Students in the district are clearly facing barriers to the sport rowing.

It is important to provide students within the North Vancouver School District the opportunity to row because it connects youth in a meaningful way to sport. With the support of a Rowing Academy in the North Vancouver School District, youth would be connected to Deep Cove Rowing Club, Rowing BC, Rowing Canada and a variety of University Rowing Programs. Students who row in High School open up pathways to future opportunities for rowing on Provincial Teams, University Teams, scholarships, and National Teams.

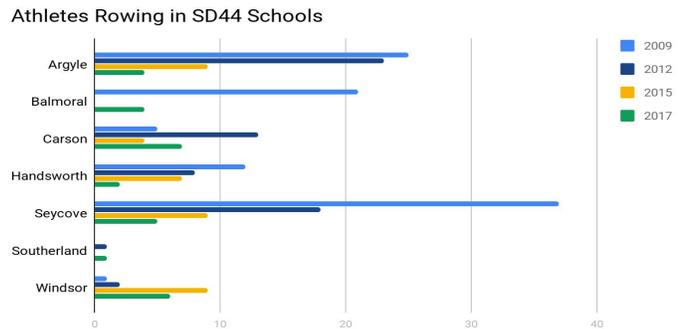
SD44 vs. Private Schools in NV - Athletes Participating in Rowing



Unfortunately, there is the pressing matter of the decline of students participating in the sport of rowing within schools in the district. The below chart and graph depicts the number of students rowing within individual schools in the district. The Rowing Academy is proposed for Carson Graham for a

number of reasons (explained in a later section), though the location of the Academy could potentially find itself in Seycove, where numbers have generally been the highest in enrollment within the sport, as seen in the charts.

Athletes Rowing in SD44 Schools				
	2009	2012	2015	2017
<i>Argyle</i>	25	23	9	4
<i>Balmoral</i>	21	0	0	4
<i>Carson</i>	5	13	4	7
<i>Handsworth</i>	12	8	7	2
<i>Seycove</i>	37	18	9	5
<i>Southerland</i>	0	1	0	1
<i>Windsor</i>	1	2	9	6



Overall the Rowing Academy would provide a much needed option for young athletes as well as support Deep Cove Rowing Club in their outreach and ultimate participation success. By September 2020, it is expected that approximately 66 plus youth would be eligible to participate in the program. The goal for the first year of the Rowing Academy (2020/2021), will be approximately 20 students, with the ability to accommodate a maximum of 25 students. This number is reflective of safety considerations and the availability of coaching staff.

#### 4: Support/ Endorsement

Below is a list of supporters of the Rowing Academy. Each person is identified with their contact information, an excerpt from their letter of support, along with their role within the Rowing Community, School District and Carson Graham.

**David Calder** (*Executive Director Rowing BC, Olympian*) [david.calder@rowingbc.ca](mailto:david.calder@rowingbc.ca)

“Rowing BC believes that rowing academies are an important tool to increase awareness, interest, and ultimately participation in the sport of rowing in communities across BC. With increased participation of high school students in the sport comes healthier, focuses students with goal oriented objectives to most aspects of their lives. Rowing BC is fully supportive of the proposed North Vancouver SD44 Rowing Academy, and will act as a resource to the school district in the development and execution of the program. Under the leadership of Shannon Van Baalen from the school district and Colin Gray from Deep Cove Rowing Club, the students will experience a well structured, engaging classroom and field-of-play experience, and will ultimately become even stronger contributors to the broader school community.”

**Colin Gray** (*Deep Cove Rowing Club, Head Coach, NCCP Trained*) [cagray411@gmail.com](mailto:cagray411@gmail.com)

“Deep Cove Rowing Club is excited with the prospect of having a rowing academy based out of its boathouse. An academy will expose more youth to our sport that has traditionally been viewed as either a university level or an elitist sport. Our mission statement outlines our role in the community: To introduce people of all ages to the sport of rowing, to foster and inspire a lifelong passion for the sport, to offer rowing instruction at all levels of competitiveness, and to offer a healthy social setting in which all this can take place. It is through these ideals that we will support the proposed North Vancouver SD44 Rowing Academy. DCRC will provide access to rowing equipment and coaching by accredited coaches.”

**Ian Kennedy** (*Carson Graham Former Principal, Former Rower*) [ikennedy@sd44.ca](mailto:ikennedy@sd44.ca)

“My name is Ian Kennedy and I am the Principal at Carson Graham Secondary School. I am writing this letter in support of a North Vancouver School District Rowing Academy. As a former rower and long-time rowing coach, I believe that a rowing academy would

thrive on the North Shore. In collaboration with Rowing BC and the Deep Cove Rowing Club, we would have the access to great coaching, facilities, equipment and water. Over the years, many national team rowers have come from the North Shore and there is currently a void in this regard. Rowing does not fall under BC School Sports regulations and would allow students to train, compete and participate as a club. My understanding from the current proposal is that the North Vancouver Rowing Academy would not require school facilities to operate. Students would train on the water or in the North Vancouver Recreational Facilities, reducing the impact on schools.

I would be happy to answer questions; however, I am endorsing the formation of a North Vancouver Rowing Academy as I believe it would be good for the students, district and sport.”

**Ryan Kerluck** (*Athletic Director Carson Graham*) [rkerluck@sd44.ca](mailto:rkerluck@sd44.ca)

“Carson Graham has offered a rowing team for many years. I began as the Athletic Coordinator of our school in 2013, since then I have become more familiar with the sport and have seen the impact that it has had on our students. Shannon has spent countless hours recruiting students to join our team and has spent hundreds of hours coaching them. Many students and parents have expressed their desire to have a rowing academy in our school district. Rowing is a unique sport that athletes can really excel in, especially if they have good coaching and a specific body type. A school district rowing academy would provide many students with the opportunity to train for a sport that our country has excelled in for many years.”

**Shannon Van Baalen** (*NCCP Rowing Coach Trained/Teacher Carson Graham*) [svanbaalen@sd44.ca](mailto:svanbaalen@sd44.ca)

“As a teacher and coach, I strongly believe that youth who are involved in regular physical activity are happier and healthier. Beyond that youth who are involved in organized sports have better time management and social skills. Overall, student success is derived from inspiration, empowerment and support from teachers and mentors. As a teacher at Carson and a coach at Deep Cove Rowing Club, I would wholeheartedly support a Rowing Academy within the district and at Carson. As a dedicated member of the athletic community, specifically the Rowing community, I believe that sports connect youth to their community, teach them lifelong skills, and can positively change their lives. My personal connection with Rowing began through a family member. My cousin, who never played a single sport in her life and was an overweight teenager when a coach at her school saw her in a hallway and encouraged her to try rowing. She did and in 4 years she was a high performance athlete and had a full scholarship to the states. I personally was a multi sport athlete growing up (good at a lot of things but great at nothing), and would have never even have tried rowing if it wasn't for this same cousin and her provincial coach seeing my potential and encouraging me to try the sport, and as soon as I did, it changed my life forever. It gave me purpose, passion, direction and most importantly a sense of belonging. I owe absolutely every success in my life to this sport. Rowing is the most welcoming and rewarding sport. If through this Rowing Academy we can provide this same sense of belonging and connection, then we as an educational institution are well on our way to providing a well-rounded educational experience and positively changing the lives of our students. Furthermore, this would be the first Rowing Academy in the Lower Mainland, making SD44 a leader in education and academies.”

**Jillian Trigg** (*Deep Cove Rowing Club Coach, North Shore Nutritionist*) [jilliantrigg@gmail.com](mailto:jilliantrigg@gmail.com)

“I have been involved in rowing for over 15 years and I have seen the positive impact the sport has had on both myself and others who I rowed with and have coached. I believe that with the support of Rowing BC and Deep Cove Rowing Club, the SD44 Rowing Academy will bring more youth into the wonderful sport of rowing. Rowing helps to teach structure, discipline and fitness in a fun and positive environment. Rowing can also open up many doors for post-secondary education opportunities in the form of full and partial athletic scholarships.”

**Cheryl D. Mitchell** (*Carson Graham PAC Chair*) [cdemitchell@shaw.ca](mailto:cdemitchell@shaw.ca)

“We believe a rowing academy would align with our goals to support the best interests of our students, in terms of developing them physically and mentally, showing them the importance of teamwork and collaboration and in terms of enhancing their respect and appreciation for the environment.”

**Karen McCredie** (*Parent and former Rower*) [mccrediek@gmail.com](mailto:mccrediek@gmail.com)

“I fully support the proposal for the addition of a rowing academy. I have been involved in the rowing community since 1984 as a grade 9 student and can attest to the value that this sport has brought to my life, both personally and professionally. The skills that rowing teaches you are not limited to what happens on the water but what it teaches you about personal dedication and sacrifice and what you gain by truly working as a team. Rowing is truly a team sport, there is no ability to ‘hog the ball’ or ‘take all the shots’. You are either rowing together or you are not successful and that is one of the most important lessons of life so wouldn’t it be wonderful if our kids were provided the opportunity to learn that in high school where they are supported!”

**Grace McCredie** (*Rower and Carson Graham Student*) [gracemccredieis@gmail.com](mailto:gracemccredieis@gmail.com)

“I have been a student at Carson Graham for 4 years, I have also been rowing for 4 years. I think a rowing academy in the North Vancouver school district would be an amazing way to create a much larger rowing community on the north shore. Throughout my 4 years rowing I have met many friends that have a large impact on my life and I value those friendships so much. I believe the rowing academy would allow more friendships like this to form from teammate to teammate. From my own experiences these friendships not only help me succeed in rowing but also help me succeed in school. Being surrounded by extremely motivated athletes on my team has inspired me to put more effort into everything I do and to push myself to my absolute best. I think by having a rowing academy it will not only provide great rowing training it will provide a safe and fun environment for learning a new sport.”

## **5: Educational Rationale**

The North Vancouver School District offers a variety of specialized academies that enhance student learning. Academies such as the Rowing Academy, provides alternative learning environments that focus on specialized skill sets while accomplishing curricular outcomes. Within academies, students can pursue areas of interest while gaining credits toward their graduation. In a Rowing Academy setting, students can accelerate their knowledge and development in a sport that offers excellent pathways into Provincial, University and National programs, forming a solid foundation for sport for life and opening doors to healthy active lifestyles and careers. The Rowing Academy will work to support and enhance the School District’s objectives by utilizing rowing as a foundation for student learning.

Building upon the Canadian Sport for Life (CS4L) movement, Rowing Canada developed their LTAD model. The SD44 Rowing Academy will incorporate the following principles from Rowing Canada’s “Long Term Athlete Development Pathway,” model ([http://rowingcanada.org/sites/default/files/pdf/ltadp\\_rowing\\_2012\\_eng.pdf](http://rowingcanada.org/sites/default/files/pdf/ltadp_rowing_2012_eng.pdf)) in order to educate and support student learners not only to reach their athletic potential, but to develop well rounded individuals who enjoy lifelong participation in rowing and other physical activity.

The Long Term Athlete Development Pathway will:

- Establish a clear and consistent development pathway for rowers.
- Guide the examination of the current system to identify strengths, gaps, and inconsistencies.
- Guide coaches in planning training, competitive, and recovery programs that are consistent with the principles of growth and maturation, allow athletes to achieve optimal performances, and encourage them to stay in the sport for life.
- Guide coaches in developing remedial programs for late-entry rowers.
- Improve recruitment and development of early-entry rowers.
- Help Canadian rowers to perform better and more consistently at the elite level, across programs, and from year to year.
- Provide a framework for creating developmentally appropriate programming based on stage-by-stage guidelines for all rowers.

The following 10 key factors are the research, principles and tools upon which the LTAD is built and the Rowing Academy is influenced:

1. Excellence takes time

- Athlete development is not a short-term process, the length of time to reach elite levels will vary based on athletes needs. Research indicates that it takes at least 10 years and 10,000 hours of training for a talented athlete to reach elite levels. With the introduction of the Rowing Academy into the NVSD, this will allow for high school aged athletes to begin to develop their skills within the sport in grades 8-12. With 5 years of experience in high school, 4-5 years in University rowing, we are setting our athletes up for long-term success if their goals are to make national teams in their later years of University and beyond.
2. The FUNdamentals
    - Fundamental movement skills, such as agility, balance, coordination and speed (ABC's), and fundamental sport skills, such as running, jumping, throwing, kicking, catching, and swimming, are the basis for all sports. Fundamental sport skills will be utilized within the Rowing Academy curriculum throughout the ample cross training opportunities throughout the winter and with the promotion of athletes doing multiple sports.
  3. Specialization
    - Rowing is a late-specialization sport. Athletes need to participate in a variety of sports and physical activity during the FUNdamental and Learn to Train stages in order to succeed in a late-specialisation sport such as rowing. Within the Rowing Academy we will be incorporating other sports within the training program. Benefit of the Rowing Academy being within the timetable, is that it opens up the opportunity for athletes to participate in other school sports such as basketball, rugby, volleyball and swimming.
  4. Developmental age
    - LTAD is based on the developmental age of athletes not chronological age. The training programs within the Rowing Academy will be tailored to the developmental ages of individuals to ensure safe and effective long term development of athletes.
  5. Trainability
    - The NVSD Rowing Academy will focus their training programs on athlete development in stamina (endurance), strength, speed, skill, and suppleness (flexibility).
  6. Physical, mental, cognitive, and emotional development: a holistic approach
    - The LTAD considers the whole athlete. At each stage, coaches within the Rowing Academy will consider the emotional, mental, and cognitive development of each athlete, in addition to their physical development. A holistic approach will be taken in account when planning the training, racing, and recovery programs for the athletes.
  7. Periodization
    - Periodization provides the framework for organizing training (for example, the mode, volume, intensity, and frequency of training), racing, and recovery into a logical and scientifically based schedule in order to achieve optimum performance at the required time. A periodization plan that takes into account growth, maturation, and trainability principles will be developed for each stage of athlete development depending on where individual athletes are within the Rowing Academy. .
  8. Calendar planning for competition
    - Different stages of development have different requirements for the type, frequency, and level of competition. At some stages of development (for example, Train to Train), training and development should take precedence over formal racing and short-term success. At later stages, it becomes more important for athletes to experience a variety of competitive situations and to perform well at high-level regattas.
    - Note: Though the Rowing Academy will not have a racing component, many athletes may choose to races with clubs. To ensure that this is considered within the Academy, coaches will develop training program to support those athletes and provide them with the tools to succeed beyond the Academy, if that is their choice AND fits within their development stage.
  9. System alignment and integration
    - For the system to work well, all parts of the Canadian rowing system – clubs, schools, provincial associations, Rowing Canada Aviron, and regattas – across all regions must be integrated and aligned with one another. They must be mutually supportive, clear in their roles and responsibilities, and clear in how they contribute to the “bigger picture” of athlete development. Just as the athletes in a fast crew must integrate and align their movements, the components of the rowing system must integrate and align their activities.
    - Throughout the creation of the NVSD Rowing Academy, the BC curriculum outcomes will be integrated into Rowing Canada’s LTAD model aligning the entire system, giving athletes seamless movement throughout Canadian rowing system, truly setting athletes up for success at all levels.
  10. Continuous improvement
    - LTAD is based on the best available scientific research and empirical evidence, but knowledge and understanding evolve.

- Part of this continuous improvement will be that coaches will be required to maintain their coaching certificates through professional development.
- With the introduction of the Rowing Academy within the NVSD, the district will be aligning their visions with Rowing Canada's vision of continuous improvement. Being open to new ideas and approaches is the first step.

Additional Rowing Academy Physical Education benefits include:

- Students in the program would improve within the sport individually and with a crew while obtaining PE credits and opening up time after school to explore other sports, clubs, volunteer or maintain their studies.
- Rowing is a total body workout, using all of the body's major muscle groups (arms, legs, back, abdomen, and glutes), both aerobic and anaerobic systems are used, students would understand the anatomy and mechanics of the body.
- Fundamental Movement Skills Testing performed by certified coaches.
- Ultimate team sport as rowers are physically connected together and MUST learn to work together, learning valuable communication, teamwork and social skills.
- Individually students learn how to persevere, create SMART goals and can see and record their progress through performance, qualitative and quantitative records as well as an excellent way to learn time management and core values.
- Stress reliever.
- Low impact on joints making it a great rehabilitation sport, and a sport for life.
- Improved flexibility, back and core strengthening.
- Due to the variety of the workouts and muscle groups used in rowing, proper understanding of nutrition and strength training is essential to the overall success of athletes.
- Cross curricular opportunities include Math through the rigging and set up of boats, based on body composition and strength of athletes (elite, higher levels); Physics is also incorporated to fully understand the mechanics of the human body and its power/movement relationship with the boat; Meteorology and Oceanography are also important for rowers to understand and alter their stroke depending on wind, currents, tides, etc to maximize efficiency.
- Rowing specific learning outcomes; Water safety, Proper rowing movement sequence, Sculling (using two oars), Power application and ratio, Rowing terminology, Rowing equipment
- A rowing program could open up opportunities to explore march break training camps in a variety of geographical locations and/or tour Universities to prepare for post-secondary educational and rowing pursuits
- Overall rowing opens up scholarship and entrance opportunities into many American and Canadian Universities.

## **6: Educational Goals**

The following PLO's are based on the new BC Curriculum Big Ideas. The Rowing Academy will follow the learning standards as outlined in the curricular competencies and content for each grade at <https://curriculum.gov.bc.ca>

Gr. 8

- Daily participation in different types of physical activity influences our physical literacy and personal health and fitness goals.
  - Rowing, weights, core, nutrition, SMART Goal setting, cross training/ field trips (Yoga, Snowshoeing, Kayaking, Hiking, etc.)
- Lifelong participation in physical activity has many benefits and is an essential part of a healthy lifestyle.
  - Rowing is low impact, making it a great rehabilitation sport, and a sport for life.

Gr. 9

- Daily participation in different types of physical activity influences our physical literacy and personal health and fitness goals.
  - Rowing, weights, core, nutrition, SMART Goal setting, cross training/ field trips (Yoga, Snowshoeing, Kayaking, Hiking, etc.)
- Lifelong participation in physical activity has many benefits and is an essential part of a healthy lifestyle.
  - Rowing is low impact, making it a great rehabilitation sport, and a sport for life.
- Healthy relationships can help us lead rewarding and fulfilling lives.
  - The Fourth R approach targeting Violence/bullying, unsafe sexual behaviour, substance use through effective communication, conflict management and decision-making.

Gr. 10

- Understanding our strengths, weaknesses, and personal preferences helps us plan and achieve our goals.
  - Book Report on Sean Covey's 7 Habits of Highly Effective Teens.
- Trying a variety of physical activities can increase our chances of being active throughout our lives.
  - Rowing, weights, core, cross training/ field trips (Yoga, Snowshoeing, Kayaking, Hiking, etc.)
- Healthy choices influence, and are influenced by, our physical, emotional, and mental well-being.
  - Deeper understanding of proper nutrition for athletes
  - Demonstration of effective communication, conflict management and decision-making.
- Personal fitness can be maintained and improved through regular participation in physical activities.
  - Rowing is low impact, making it a great rehabilitation sport, and a sport for life.

Gr. 11

- Understanding our strengths, weaknesses, and personal preferences helps us plan and achieve our goals.
  - Myers Briggs, personal SWOT analysis, SMART Goals, Core Values
  - Leadership component including coaching/ peer mentorship
- Trying a variety of physical activities can increase our chances of being active throughout our lives.
  - Rowing, weights, core, cross training/ field trips (Yoga, Snowshoeing, Kayaking, Hiking, etc.)
- Healthy choices influence, and are influenced by, our physical, emotional, and mental well-being.
  - Demonstration of proper nutrition for athletes
  - Demonstration of effective communication, conflict management and decision-making.
- Personal fitness can be maintained and improved through regular participation in physical activities.
  - Rowing is low impact, making it a great rehabilitation sport, and a sport for life.

Gr. 12 (Based mainly off of the Fitness and Conditioning PLO's)

- Our personal fitness can be maintained or enhanced through participation in a variety of activities at different intensity levels.
  - Rowing, weights, core, cross training/ field trips (Yoga, Snowshoeing, Kayaking, Hiking, etc.)
  - Apply and reflect on Rowing Category (C1, 2,3,4,5,6) training methods to improve personal fitness
- Knowing how our bodies move and function helps us to stay safe during exercise.
  - Human anatomy and physiology
- Following proper training guidelines and techniques can help us to reach our health and fitness goals.
  - Influence of the muscular system and cardiovascular system on fitness.
- Safely participating in activities and avoiding injury can sustain lifelong physical activity.
  - Breathing techniques, proper use of equipment and facilities, spotting and working out with a partner while doing weights, learning to work in synchronization with a crew.
  - Components of an exercise session (proper warm up, exercise programs, cool down)

*Recommended Instructional Components:*

- Direct instruction, Demonstrations, Modelling, Games, Student-in-role, Peer teaching, Experiential learning, Reflective writing, Video Coaching and Guest Speakers (current and former Rowing Olympians)

*Recommended Assessment Components:*

- Ensure alignment with the [Principles of Quality Assessment](#)
- Journaling/ Workout Logging, Peer Assessment, Self-Assessment, Performance Assessment, Oral Presentations

**7: Value**

The unique nature of the Rowing Academy would add value to the school district because of the clear long term athlete development framework. This framework gives athletes in the Rowing Academy clear access to Rowing Canada channels, allowing for athletes in the SD44 Rowing Academy to have seamless transition through the various levels of the sport. Starting out at the SD44 Rowing Academy, athletes will have immediate access to grass root clubs, local and provincial competition. As the athletes develop they will have access to Jr. Provincial and National Teams, then continue on to University teams, scholarship opportunities, national/world university championships and Under 23 National Teams. Beyond university, athletes can then try out of the Senior National Team opening up the possibility of rowing at worlds or in the Olympics. Beyond the senior National team there are options of competitive, recreation and masters rowing competitions across the Lower Mainland and Canada. Introducing the Rowing Academy at the NVSD level truly instills the skills, confidence and values of the Canadian Sport for Life model. Rowing is a sport for life and one that athletes get out, what they choose to put into it. By introducing the unique opportunity for NVSD learners to participate in a sport they are

passionate about, the district will be opening up a world of opportunities for their athletes and learners in a sport that continues to be one of Canada's top ranked summer Olympic sports. "Canadian rowing has led all other Canadian summer sports in the pursuit of medals on the world scene. Canadian rowing has also led the world in the preparation of administrative, safety and technical manuals." - <http://rowingcanada.org/about-us/our-history>

Additional Values of the Rowing Academy:

- Exposure to sports that would otherwise be unavailable through P.E Classes.
- Experienced and trained teachers and coaches passionate about rowing and connecting youth to the sport.
- Support athletes interested in the sport and provide a consistent structure to athletes.
- Eliminate athletes need to choose one sport over the other.

## **8: Implications**

The Rowing Academy would be offered 2 to 3 times a week in the afternoon during blocks 4 and/or 8 as part of the linear school schedule for a total of 10 sessions per month. Rowing Academy attendees will be able to travel from their home schools to the Academy location of Deep Cove Rowing Club, North Vancouver Recreation Centers or Carson Graham, depending on the location requirements of the week. Carson Graham (or approved school location) may need to occasionally provide computers for assignments and potentially a space such as a dance room, conditioning room, or gym occasionally during winter for erging, strength training, and Rowing Canada Talent Identification camps. Carson Graham would also need to provide a teacher sponsor who has rowing knowledge, Coaching Certification for the sport of rowing, has up to date CPR and First Aid training and holds a valid Boaters Licence. This is an important key to the success of the academy. The teacher will be involved in the coaching of the sport on the water. The teacher will also be required in order to adhere to Rowing Canada's water safety procedures and coach to athlete ratios. The Academy would be delivered during the daily school curriculum hours with potential regattas with other programs to occur in coordination with other school programs and field trips.

The Rowing Academy will support SD44's objectives by using Rowing as a means to: enrich curriculum, develop and promote innovative and sustainable programs. The Academy, coaches, teachers and supporters will encourage the growth of collaborative, adaptive and personalized learning, as well as strengthen and expand community relations. In turn this will allow learners to gain positive experiences beyond sport and assist with forming positive lifelong habits consistent with Canada's sport for life model. The ultimate goal will be to support, enhance and enrich the school experience for the Rowing Academy participants to allow them the best opportunity for graduation and beyond. SD44's Rowing Academy will provide opportunities for students within the program to succeed beyond high school.

Additional impact on other school curricula and extracurricular offerings:

- By offering Rowing as an academy it will allow students to have the time and opportunity to participate in a variety of sports after school, developing in well rounded athletes, encouraging athletes to be multi-sport athletes and not specialize.
- Enhance overall fitness in the Physical Literacy of youth in a unique way.
- May decline enrollment in conditioning and other gym classes from grades 8-12, however, number of students participating in the Rowing Academy will need to be restricted to 25 due to equipment, coaching and Rowing Canada Safety regulations, so the negative impact of the academy on regular PE classes will be minimal across the 7-8 secondary schools within the district.
- The Rowing Academy will be held at the Deep Cove Rowing Club and Parkgate Rec Center. Aside from the occasional computer lab and fitness studio space during winter months, the Academy will have low impact on space at the school.

## **9: Delivery Model**

Overall the Deep Cove Rowing Club would work directly with Carson Graham Secondary School and the North Vancouver School District to develop and implement the Rowing Academy.

### **9.a: Delivery Partners**

- Carson Graham Secondary (*or school as determined by SD44*)
  - Host School

- Host School Approval with PAC
- Teacher Sponsor
- Education Program
- North Vancouver School District
  - Website Rowing Academy description as well as registration information
  - Provides academy guidelines for operation
  - Provides collection of fees for registrants
  - Joint Venture Partnership Agreement
  - Other
- Deep Cove Rowing Club
  - Email communications with all registered athletes
  - Provide access to equipment, both for athletes and safety of athletes.
  - Provide access to information to assist with scheduling boats and equipment, potential field trips, recreation facilities as well as any important dates that the Academy should be aware of.
  - Provide information on advancement opportunities within the sport through Rowing BC, and Rowing Canada's provincial and national team opportunities.
  - Provide information on advancement opportunities within coaching.
- Rowing BC
  - Provide rowing workshops, recruitment and motivational speakers to schools on the North Shore for new and existing players.
  - Provide guest coaches to the Academy at various times throughout the year.
  - Provide opportunities to meet national team members, both current and past olympians.
  - Provide guidance and counselling to student athletes regarding post-secondary options for Rowing.

**9.b: Rowing Academy Staff and Implementation Team:**

- Wendy Moore (*Deep Cove Rowing Club President*)
  - Policy and Communications Specialist
- Colin Gray (*Deep Cove Rowing Club Head Coach and SD44 Rowing Academy Coach*)
  - 12 years rowing experience, 18 years experience as a rowing coach.
  - Accomplishment in sport; Won three national titles, second place finish at Royal Canadian Henley. Competed at regattas in both Canada and the United States - the largest being Head of the Charles.
  - Accomplishment in coaching; Coached crews to championships at Royal Canadian Henley, Canada Cup, New York State Scholastic Championships, BC Champs, BC Summer Games, and various local regattas. Many of these athletes have gone on to compete at CANAMEX, NCAA Championships, NRA Championships, and Under 23 World Rowing Championships.
  - Coaching experience includes teams in Winnipeg, Calgary, North Vancouver, and BC Champs.
  - 11 years as Head Coach at Deep Cove Rowing Club.
  - Completed NCCP Level 2 with only the practical component left to finish Level 3.
- Shannon Van Baalen (*Carson Graham Teacher Sponsor and SD 44 Rowing Academy Coach*)
  - 16 years of Rowing Experience and 11 years Rowing Coach Experience
  - Accomplishment in sport; 2 time Canadian University Rowing Championship Medalist, 6 time Ontario University Rowing Championship Medalist, 2nd place finish at Royal Canadian Henley 2013, 2nd place finish at Head of the Charles 2008, 3 time (CSSRA) Canadian Secondary School Rowing Association Champion, Brock University Oars Woman of the year 2008, Brock University Leadership Award 2005-2008, Brock University David S. Howes Scholarship in Athletics 2006-2008, etc.
  - Accomplishment in coaching; St. Georges Jr. Men's gold and silver medal place finish at CSSRA's 2012, EL Crossley Jr. Women's gold medal finish at CSSRA's 2011.
  - Level 1 NCCP Coaching Certification, Adaptive Rowing Coaching Certificate, Advanced Wilderness First Aid, Pleasure Craft Operators Card Holder
  - Teacher at Carson Graham Secondary School (6 years, 7 within SD44)

- Jill Trigg (*Deep Cove Rowing Coach, Nutritionist*)
  - Coach for over 11 years
  - Level 1 NCCP Coaching Certification, Certified Nutritional Practitioner (CNP)
  - 8 golds and one second place finish from Royal Canadian Henley
  - Invited to and participated in Junior National team camps in grade 11 and 12. Represented Canada at CanAmMex in 2006, and won a gold medal in the women's 4x
  - Received over 20 full ride scholarship offers to schools such as UCLA, California Berkeley, Duke and University of Virginia
  - Awarded the Bobby Pearce Award, for top Canadian female sculler of the year.
  
- Dave Calder (*Rowing BC Representative and Recruitment*)
  - 4 time Olympian (2000, 2004, 2008 and 2012)
  - Silver Medal in the 2008 Olympic Games, Gold in the 2003 World Rowing Championships
  - Rowing BC Representative and Recruitment

### **9.c: Delivery Structure:**

- On water sessions during Terms 1 and 3 (Fall and Spring) at Deep Cove Rowing Club focusing on physical literacy
- Erg training, weights, core, nutrition, cross training focus during Term 2 (Winter) at North Van Rec Centers, Deep Cove Rowing Clubs, Carson Graham and a variety of field trips.
- As rowing is a weather dependent sport, days that the water is rough and throughout the winter the focus will be for students to work through PLO's including nutrition, healthy relationships, strengths/weaknesses, SMART Goals, human anatomy, physiology and psychology.
- Deep Cove Rowing Coach and SD44 Teacher (also trained rowing coach) will be present at all sessions, on water and on land. This is very important to follow Rowing Canada Safety Guidelines.
- Deep Cove Rowing Coach will oversee the Rowing Training Plan (tailored to age, experience and skill set of athletes) and cross-training opportunities
- SD44 Teacher will oversee the Curricular objectives, lesson plans, organization of field trips

### **10: Sustainability**

With the long standing tradition of rowing in Canada, British Columbia, and throughout Vancouver and the surrounding communities, the Rowing Academy has the potential to create a long lasting legacy preparing North Vancouver students for the challenges of post secondary institutions, the workforce and even potentially international and Olympic level competition. Combined with the enhanced programing offered outside of the school year at the Deep Cove Rowing Club, students have the ability to continue their passion for the sport of rowing into the club season. Deep Cove is a well established rowing club that offers quality programing to member participants. Additionally, lower mainland post secondary schools are searching for ways to develop local talent in their high school years, naturally feeding them onto university rowing teams. The Rowing Academy will be well supported throughout the broader rowing community.

Deep Cove Rowing Club and Rowing BC will work in partnership with Carson Graham and the North Vancouver School District to revise, refine and implement a successful financial sustainability model. The primary source of revenue for the program will be through individual fees. Secondary sources of revenue will be from potential sponsors and government grants such as the British Columbia Community Gaming Grant (\$20,000). Thirdly, the Deep Cove Rowing Club will assume all responsibility of any potential revenue shortfall that may occur during the implementation of the program each year.

### **11: Budget**

The cost per student will be \$1700.00. First month commitment payment confirms placement in the academy and is non-refundable. It is due on or before April 1, 2019. If a family chooses to pay in 10 installments, this must be set up for automatic withdrawal. An additional course fee may apply to out-of-district students. Non-payment or late payment of fees may incur a penalty and/or result in loss of placement in the academy.

<b>Rowing Academy Costs</b>				
<b>Item</b>	<b>Per Hour (1.25 hours/class)</b>	<b>Per Month (12.5 hours/month)</b>	<b>Per School Year (10 months/year)</b>	<b>Per Student/Year (based on 25 athletes)</b>
Boats/athlete	\$5 (\$5X1.25=\$6.25)	\$62.5	\$625	\$625
Ergs	\$2 (\$2x1.25=\$2.5)	\$31.25	\$312.5	\$312.5
Rowing Canada (Liability/Insurance)	N/A	N/A	\$20	\$20
Rowing BC Fee	N/A	N/A	\$20	\$20
Coaching		\$38.38*	\$383.75*	\$383.75*
Fuel for Coach Boats		\$1.13*	\$11.25*	\$11.25*
Rec Center Gym Rental				\$13.50*
Rec Center Classroom Rental				\$20.25*
Bouldering Field Trip				\$35
Yoga Guest Instructor				\$20
Guest Speakers/Incidentals				\$150
Rowing Gear (singlet & long sleeve)				\$70
<b>Raw Total</b>				<b>\$1681.25</b>
<b>Rounded Total</b>				<b>\$1700</b>

\* This is a percentage of the cost of the boat rental fee and NOT included in the TOTAL, merely the amount that goes to Deep Cove Rowing Club to cover the costs of operations.

To give some perspective on the costs of the rowing equipment, please see below. The below chart shows the approximate costs associated with the equipment required for the sport, excluding costs of Boat House, Coach Boats (power boats), trailers, repairs, etc. We are fortunate enough to have a Not-For-Profit Boathouse on the North Shore that athletes have access to. By utilizing the resources available at Deep Cove Rowing Club, any initial set up costs are eliminated by any independent school within the district as there would be no purchases required to start the Rowing Academy.

<b>Equipment Costs for Rowing</b>	
Single Rowing Shell	\$7000-9000
Double/Pair Rowing Shell	\$10,000-15,000
Quad/Four Rowing Shell	\$20,000-30,000

One set of Sculling Oars	\$800-1100
Ergometer (Stationary Rower for Winter)	\$1200

In partnership with North Vancouver School District, Carson Graham Secondary, Deep Cove Rowing Club and Rowing BC, the Rowing Academy will be open to all student athletes, male and female located on the North Shore, regardless of their rowing experience.

Additional costs that the students and their parents are responsible for is a monthly North Van Rec Student Pass. This is because we will be using the Rec Centers as our training grounds. We have chosen not to include this into the cost of the academies as many families and students already have memberships that are renewed at various times throughout the year, thus we have decided to have this as the only additional cost that parents will be responsible for.

Item	Per Hour (1.25 hours/class)	Per Month (12.5 hours/month)	Per School Year (10 months/year)	Per Student/Year (based on 25 athletes)
North Van Rec Student Pass	N/A	\$24.75	N/A	\$296

**Note:** Registration in the Rowing Academy will not affect a player’s ability to participate in Club Rowing, or other school/club sports.

Applications would be proposed to begin January 2020 and close April 2020.

All applicants must submit:

- Rowing Academy Application Form 2020/2021 - apply at School Cash Online.
- Out of district students please email [academies@sd44.ca](mailto:academies@sd44.ca) for the registration procedure

To be completed upon acceptance:

- Student Medical Form
- Personal Information Consent Form

The goal for the first year of operations is to have up to 25 student athletes participate in the program. However, the total spots available will be dependent on the number of applications received and the ability of schools to organize suitable timetable to meet student needs.

**Schedule B.5**  
**of the**  
**Administrative Memorandum**

**Meeting Date:** June 18, 2019  **Board**  **Board, in camera**

**Topic (as per the Memorandum):** **School District Track & Field Student Use**

**Narration:**

With the development of the Handsworth Secondary project, the School District has been hearing a lot about “community needs” related to Track and Field. While it is important to work with municipalities in regard to sharing assets, it would be beneficial for the Board to understand the actual needs of North Vancouver School District students. For example:

- How often is the Handsworth track used by NVSD students?
- How many NVSD students participate in Track and Field at the elementary and secondary levels?
- Where do NVSD elementary and secondary students train?
- How many Track and Field coaches do we have?
- How will the absence of the Handsworth track affect NVSD students?

Track and Field is an inclusive sport that can allow all students to participate at different levels and to compete against themselves and others. Promoting exercise is good for the physical and mental health of our students. Track and Field is a sport that allows students to practice physical literacy skills (running, hopping, throwing, catching and jumping) which is something that our School District wants to promote. All this said, there is a realization that while facilities that promote fitness should be built, the Ministry of Education has to prioritize the funds that they do have, and seismic projects and those that ensure the safety of our students should take precedence.

**RECOMMENDED MOTION:**

Direct staff to create a report depicting Track and Field usage by students in the North Vancouver School District and report back no later than the November 19, 2019 Public Board Meeting.

**Schedule B.6**  
**of the**  
**Administrative Memorandum**

**Meeting Date:** June 18, 2019

**Board**

**Board, in camera**

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

**Brockton Preparatory School at Westover Tenure Bylaw 2019**

**Narration:**

In the proposed lease, the Board of Education will provide Brockton Preparatory School Society occupancy of the Westover site for a period of ten years less a day, 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 Brockton School Tenure Bylaw 2019*  
*School District No 44 (North Vancouver) Lease Agreement*

**RECOMMENDED MOTION:**

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

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

that School District No. 44 (North Vancouver) Brockton Preparatory 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 WESTOVER 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 Brockton Preparatory Westover School (the "Tenure") for the school building and land owned by the Board known and described as:

PID: 009-033-408  
District Lot 2003

Lot 5 Block 4  
Plan 11599

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 Westover 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) Westover 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:**

**BROCKTON PREPARATORY SCHOOL SOCIETY**

**FOR**

**3467 DUVAL ROAD, 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 (the “**Building**”) having an address of 3467 Duval Road, North Vancouver, B.C. and known as the Westover Elementary School (the “**Premises**”), located on lands (the “**Lands**”) more particularly described in Schedule A 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: August 1, 2019
- (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: Brockton Preparatory School Society
- (5) Address of Tenant: 3467 Duval Road, North Vancouver, B.C., V7J 3E8
- (6) Tenant’s Trade Name and Style: Brockton School
- (7) Lease Term: Ten years less a day, ending on July 30, 2029, subject to early termination in accordance with the provisions of the Lease (the “**Term**”)
- (8) Commencement Date of Term: August 1, 2019
- (9) Fixturing Period (if any): Not applicable.
- (10) Premises: The Lands and Building at 3467 Duval Road, North Vancouver, B.C., formerly known as Westover Elementary School. For clarity, the Premises do not include any Tenant Portable(s) as defined below.
- (11) Permitted Use of the Premises: Private school for not more than 300 students (subject to Section 5.1), Community Uses, other non-commercial uses ancillary to the operation of the school, and such other commercial and non-commercial uses as may be permitted under the Zoning Bylaw applicable to the Premises and permitted by the Landlord, acting reasonably, in accordance with Section 5.1.
- (12) Monthly Rent: as per Schedule B attached hereto
- (13) Indemnitor: Not applicable.
- (14) Address of Indemnitor: Not applicable.
- (15) Security Deposit: \$79,631.75 (being the amount equal to the first and last months of Monthly Rent, net of the deferred amount referred to in section 3.8 of this Lease), plus GST.
- (16) Portable Deposit: \$30.00 per square foot for each Tenant Portable or portion thereof, or such amount the Landlord may set from time to time as the security deposit for Tenant Portables (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, subject always to the reservations of rights set out in sections 5.9 and 5.10 hereof, 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.

The Parties agree that the lease between the Parties dated November 13, 2009 (the “**2009 Lease**”) and all rights and obligations thereunder, save and except for Tenant’s obligation to pay the Deferred Rent, shall terminate effective on the Commencement Date for the Term.

**2.2 Area of Premises:**

The Landlord and the Tenant acknowledge and agree that the base 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 re-measurement of the Building or the Lands. The Landlord and the Tenant further acknowledge and agree that Additional Rent (as defined below) shall be payable by the Tenant in accordance with section 5.1 in the circumstances described therein.

**2.3 Modular Buildings**

Other than any Tenant Portable in place on the Lands and approved by the Landlord in writing prior to August 1, 2019, the Tenant shall not be permitted to install any Tenant Portable on the Lands unless the Tenant obtains the prior written consent of the Landlord, which may be withheld in the Landlord’s discretion, and complies with the following conditions:

- (a) before beginning preparations for installation of a 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 a Tenant Portable until:
  - (i) the Landlord has approved the Plans in writing;
  - (ii) the Landlord is satisfied with the condition and quality of the proposed Tenant Portable; and
  - (iii) the Tenant has paid a security deposit to the Landlord, or posted with the Landlord a letter of credit or equivalent security in a form satisfactory to the Landlord in the Landlord’s discretion, in the amount of \$30.00 per square foot for each Tenant Portable or portion thereof or such amount the Landlord may set from time to time as the security deposit for each Tenant Portable or portion thereof (the “**Portable Deposit**”);
- (d) 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 each 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 each Tenant Portable during the Term, and unless otherwise directed by the Landlord, 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, wear and tear excepted, and except if the Landlord, acting reasonably, advises the Tenant that the future use of the Lands shall not require the Lands to be returned 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 each Tenant Portable and connecting to and maintaining all utility services to be provided to each Tenant Portable; and
  - (iv) all other matters and expenses relating to each Tenant Portable;
- (e) the Landlord shall bear no cost, liability or expense whatsoever in respect of any Tenant Portable;
  - (f) while installed on the Lands and subject to any Tripartite Agreement (as defined below), the Tenant shall not transfer, assign, sell, lease or mortgage any of its interest or rights in any Tenant Portable nor grant any concession, franchise or license or right of occupancy within or with respect to any Tenant Portable except with the prior written consent of the Landlord, which consent may be withheld in the sole discretion of the Landlord;
  - (g) in consideration of the Landlord's consent to the installation of a Tenant Portable, and as general and continuing security for the due payment, observance and performance by the Tenant of all obligations under this Lease and in addition to the security provided by the Security Deposit and the Portable Deposit and subject to any Tripartite Agreement, the Tenant hereby grants to the Landlord a security interest in the Tenant Portable ("**Portable Security Interest**") and the Tenant shall promptly provide such written confirmation of the Portable Security Interest and further assurances as the Landlord may request. The Portable 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 Portable Security Interest and its priority;
  - (h) unless otherwise directed by the Landlord, the Tenant shall at its own expense remove each Tenant Portable from the Lands and fully restore the Lands to its original condition by the end of the Term. The Tenant shall make good any damage caused to the Premises or Lands by such removal;
  - (i) unless otherwise directed by the Landlord, if the Tenant fails to remove a 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;
  - (j) the Landlord may apply any portion of the Portable Deposit towards the payment of any expenses incurred in the removal of any Tenant Portable under section 2.3(i) above, without limiting or excluding any other rights the Landlord may have under this Lease, or at law or in equity; and

- (k) 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 a Tenant Portable at any time.

Subsections (a) to (c) of this section 2.3 do not apply to any Tenant Portables installed on the Lands by the Tenant prior to August 1, 2019 with the Landlord's written approval, provided that upon execution of this Lease the Tenant shall deliver to the Landlord a Portable Deposit in respect of each Tenant Portable on the Lands as of August 1, 2019.

#### **2.4 Surrender at End of Term:**

The Tenant shall, at the expiration or sooner determination of the Term, 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 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 or any of the Tenant Portables 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 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, then the Landlord shall have the right in its discretion and without cause to terminate this Lease by giving at least two (2) years prior notice in writing to the Tenant, such termination to be effective on July 31 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, 2021 but no later than June 30, 2021, then the Lease shall terminate on July 31, 2024; or
- (b) after May 1, 2023, but no later than June 30, 2023, then the Lease shall terminate on July 31, 2026, or
- (c) after May 1, 2025, but no later than June 30, 2025, then the Lease shall terminate on July 31, 2028,

(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.

## **2.8 Termination by Tenant:**

The Tenant accepts the Building on an “as is” basis and acknowledges and agrees that the Building is in need of significant repairs and maintenance that will be the sole responsibility of the Tenant during the Term. Notwithstanding the foregoing and any other provision of this Lease, the Tenant shall have the right in its discretion and without cause to terminate this Lease by giving at least two (2) months' prior notice in writing to the Landlord, such termination to be effective at the end of a calendar month, if:

- (a) the Tenant is required by an authority having jurisdiction to complete seismic upgrade work to the Building, or to remediate asbestos or other environmental contamination in the Building that was not caused or contributed to by the Tenant, that will cost the Tenant more than \$25,000 or take longer than sixty (60) days to complete, proceeding with due diligence, it being understood and agreed that if (i) the Tenant exercises its right of termination as the result of any such requirement, and (ii) such requirement was not in response to contamination caused or contributed to by the Tenant, then the Landlord will, at its cost, comply with such requirement to the extent, if any, required by law and indemnify and save harmless the Tenant with respect thereto; or
- (b) the Building suffers an incident of damage through vandalism, an accident or an act of God that was not caused or contributed to by the Tenant, that requires repair that cannot be avoided or mitigated for health or safety reasons, and that will cost the Tenant more than \$50,000 or take longer than one hundred and twenty (120) days to complete, proceeding with due diligence; or
- (c) any one of the Building Systems suffers a catastrophic failure that was not caused or contributed to by the Tenant, that requires repair that cannot be avoided or mitigated for health or safety reasons, and that will cost the Tenant more than \$100,000 or take longer than one hundred and twenty (120) days to complete, proceeding with due diligence;

in each case confirmed by the written report of a qualified quantity surveyor, and upon such termination, neither Party shall be entitled to any compensation from the other Party for the loss of the unexpired residue of the Term or for any loss, cost or damage whatsoever suffered as a result of the termination of this Lease. The Tenant shall vacate the Premises on or before the effective date of 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) plus all applicable Taxes, as may be increased from time to time in accordance with section 2.3; and
- (b) all additional rent or payments, including any Additional Rent, 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 and any balance remaining after expiry or termination of this Lease and payment of all amounts owing by the Tenant shall be promptly refunded by the Landlord to the Tenant. If so applied, the Tenant will restore the Security Deposit to its original amount forthwith upon demand by the Landlord. The Tenant shall not be entitled to any interest on the Security Deposit.

### **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:**

In addition to Rent, all other 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.

### **3.8 Deferred Rent:**

The Tenant acknowledges that pursuant to section 8.1 of the 2009 Lease, the Tenant deferred \$100,000.00 of Rent payable under that lease, of which (after amortization without interest on a straight line basis) \$16,666.67 remains outstanding as of July 31, 2019, and that the Tenant is obligated to pay the outstanding deferred amount to the Landlord upon termination of the 2009 Lease for any reason. Accordingly, the Monthly Rent specified in section 1.1(12) in respect of August 1, 2019 through July 31, 2020 includes \$16,666.67 of the outstanding deferred amount and, upon payment in full of the Monthly Rent for such period, the Tenant shall then be deemed to have satisfied its obligations under section 8.1 of the 2009 Lease. If, however, this Lease shall terminate for any reason prior to July 31, 2020, then the Tenant shall be obligated to immediately pay all outstanding deferred amounts to the Landlord.

## **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 or any Tenant Portable on the Lands, nor allow the Premises or any Tenant Portable on the Lands, 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 consent shall not be unreasonably withheld or delayed, provided such consent shall be deemed to be reasonably withheld, without limitation, where the proposed use would conflict with a written policy of the Landlord (which had been previously conveyed to the Tenant) or materially impair the use of the Premises for educational purposes.

The Tenant further covenants and agrees not to permit the total number of students enrolled or attending the Premises or any of the Tenant Portables on the Lands to exceed the following limits (the “**Enrolment Limits**”) at the following times:

- (a) 300 students as of September 30, 2019;
- (b) 330 students as of September 30, 2020; and
- (c) 360 students as of September 30, 2021.

The Tenant shall provide to the Landlord by no later than October 30<sup>th</sup> of each calendar year during the Term a true copy of the Tenant’s annual enrolment report to the Minister for the then current school year showing the Tenant’s total enrolment as of September 30 of that year, including any and all domestic, international, exchange and other students. The Tenant acknowledges that the Tenant is in control of the Tenant’s enrolment and the Tenant has covenanted and agreed not to exceed the Enrolment Limits, and if any of the Enrolment Limits is exceeded, then the

Landlord will suffer direct and indirect damages, and the Parties have agreed that if the Tenant permits any of the Enrolment Limits to be exceeded, then the Tenant shall pay to the Landlord as Additional Rent for any school year in which any of the Enrolment Limits is exceeded an amount equal to \$100,000 plus GST multiplied by the number of Enrolment Limits that have been exceeded in that school year, which amount the Parties hereby unconditionally and irrevocably agree is a genuine pre-estimate of the liquidated damages that the Landlord would expect to suffer in respect of any school year that any of the Enrolment Limits is exceeded. The Tenant shall notify the Landlord in writing within thirty days after any Enrolment Limit is exceeded, and shall pay the applicable Additional Rent to the Landlord within thirty days after delivery of that notice. In no circumstances shall any such Additional Rent be refundable, including if enrolment subsequently drops below the applicable Enrolment Limits. If at any time the Enrolment Limit in section 5.1(c) is exceeded, then in addition to the Tenant's obligation to pay the Additional Rent payable under this section 5.1, the Landlord shall have the right in its discretion to terminate this Lease by giving at least two (2) years prior notice in writing to the Tenant, such termination to be effective on July 31 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, and the Tenant shall vacate the Premises on or before the effective date of termination.

## **5.2 Required and Prohibited Conduct:**

The Tenant shall occupy the Premises from and after the date of commencement of the Term. Except on weekends and statutory holidays and during school vacation periods, 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 and at the Tenant Portables, 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 of the Tenant Portables 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 of the Tenant Portables 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 or any of the Tenant Portables, 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 the Tenant Portables and for any work to be done on the Premises, any of the Tenant Portables or the Lands. 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 and the Tenant Portables;

- (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**”) and that the BC Cannabis Control and Licensing Act prohibits cannabis smoking and vaping (the “**Cannabis 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 and Cannabis Ban in and about the Premises and the Tenant Portables;
- (d) the Tenant acknowledges that Hazardous Substances such as asbestos may be present in the Premises and in the Tenant Portables, 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 or any Tenant Portable, 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 the Tenant Portables and no person shall be left unattended in the Premises or any of the Tenant Portables or shall be permitted to access any portion of the Building or any Tenant Portables other than as specifically permitted by this Agreement; and
- (f) at all times, the Tenant shall comply with the British Columbia Ministry of Education guidelines regarding criminal records checks for all school teachers, staff and school volunteers and anyone else invited by the Tenant to the Premises or any of the Tenant Portables who will have unsupervised access to children.

#### **5.5 Signs:**

Other than any sign in place on the Lands and approved by the Landlord in writing prior to August 1, 2019, the Tenant shall not, other than in its normal course of operating the school, 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 Building, any Tenant Portables or on the interior or exterior of any glass, or inside the Premises or any of the Tenant Portables in such a position as to be visible from the outside, or in any corridor, hallway, entrance or other publicly visible area, without the prior written approval of the Landlord, acting reasonably. The Landlord may prescribe a uniform pattern for identification signs to be placed on the outside of the Premises and the Tenant Portables. 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 and the Tenant Portables 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, acting reasonably, 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 Building, any Tenant Portables or on the Lands involving the presence, handling or storing of any Hazardous Substance on or adjacent to the Building or any Tenant Portables, except in connection with, and only in quantities to be used for, educational purposes, and then only in accordance with all applicable laws, regulations, bylaws and the terms of this Lease;
- (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 Building, any Tenant Portables 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 Building, any Tenant Portables 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 Building, any Tenant Portables 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 Building, any Tenant Portables 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 Building, any Tenant Portables 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 Building, any Tenant Portables 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 Building, any Tenant Portables or Lands and for all costs or expenses incurred by the Landlord to restore the Building, any Tenant Portables 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 the exclusive right to use the playground areas, playing fields, tennis courts 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, and the non-exclusive right in common with members of the public to use the playground areas, playing fields, tennis courts and parking areas at all other times at no extra cost or rental, provided however, that the Landlord will be entitled to

park maintenance vehicles on the Lands at any time and from time to time as may reasonably be required and to make the playground areas, playing fields, tennis courts and parking areas available for community use from time to time and at any time other than during the hours of exclusive use by the Tenant.

**5.10 Community Use of Building:**

The Tenant shall make the gymnasium, adjacent changing rooms and kitchen, and at least one (1) classroom of the Building available for community use by North Vancouver community groups and associations (for example: residents' associations, seniors groups, Girl Guides, child/youth sports, Pedalheads and fitness camps, each such user group being deemed to be an invitee of the Tenant for the purposes of this Lease, and referred to herein as a "Licensee" of the Tenant) between the hours of 5:30 p.m. and 9:00 p.m. on weekdays and between the hours of 10:00 a.m. and 4:00 p.m. on weekends ("Community Use"). Community Use shall be offered by the Tenant at such rates (payable to the Tenant) and on such terms that correspond to those set by the Landlord acting reasonably from time to time for community use of the Landlord's facilities. The Tenant shall, at its own expense, make available its own custodial service in the Building for Community Use. Community Use shall be subject to the Tenant's own use of the Building from time to time for activities including the Tenant's intramural sports tournaments and other occasional evening or weekend school events such as plays, concerts and lectures. The Tenant may prohibit Community Use by individuals or groups that, in the sole opinion of the Tenant, are incompatible with the Tenant's primary use of the Building as a non-denominational school for children. Without limiting the foregoing, the Tenant shall ensure that prior to commencement of each Community Use, the Licensee agrees in writing with the Tenant that:

- (a) the Community Use is subject to the provisions of this Lease including the Landlord's right to terminate; and
- (b) the Licensee will comply with all the provisions of this Lease, will maintain and provide proof of insurance as required hereunder, and will not assign or further sublicense its rights.

The Tenant shall deliver to the Landlord on request true copies of each agreement between the Tenant and each Licensee, and proof of each Licensee's insurance. No assignment or sub-licensing will relieve the Tenant from its obligations under this Lease. If at any time the Tenant ceases to be a society, that shall constitute an assignment requiring the prior written consent of the Landlord, acting reasonably. For the purposes of the indemnity in section 10.3 below, all defaults, acts, omissions, licensees, invitees, agents and employees of any Licensee shall be deemed to be defaults, acts, omissions, licensees, invitees, agents and employees of the Tenant, and the Tenant shall indemnify and save the Landlord harmless accordingly.

**5.11 Furniture:**

[Intentionally Deleted]

**ARTICLE 6**  
**TAXES**

**6.1 Taxes Payable by Tenant:**

The Tenant shall pay when due all property taxes payable in respect of the Premises or any of the Tenant Portables. The Tenant shall pay when due all GST 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 and the Tenant Portables, 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 or the Tenant Portables 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 and the Tenant Portables 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 or any of the Tenant Portables, 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 or any of the Tenant Portables, 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 or the Tenant Portables, 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 for any taxes, costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises or any of the Tenant Portables. 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 and the Tenant Portables regardless of whether referred to herein and regardless of whether 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 reasonably require for the purpose of energy conservation. The Tenant shall operate all such portions of the Building Systems to the satisfaction of the Landlord.

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, provided such rules, regulations, requirements or directives the Landlord are commercially reasonable and do not place undue financial burden on the Tenant.

**ARTICLE 9**  
**MAINTENANCE, REPAIRS AND ALTERATIONS**

**9.1 Care and Repair of Premises:**

The Tenant shall at all times during the Term at its own cost repair and maintain in a safe, lawful, clean and sanitary condition, the Premises and all Tenant Portables 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 or any of the Tenant Portables, 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, acting reasonably. 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. Notwithstanding the foregoing, the Tenant shall not be liable for any injury, including death, occurring on the Lands, or damage to the Lands or to improvements on the Lands, resulting from activities of third parties permitted by the Landlord to use the Lands independent of the Tenant's activities, except to the extent such injury or damage is caused or contributed to by the default or negligence of the Tenant. If any damage to the Lands or the improvements thereon renders the Lands unsafe, then the Tenant shall take reasonable steps to remove the hazard and make the Lands safe for use, unless the Tenant terminates this Lease in accordance with sections 2.7 or 2.8. The Landlord shall not in any circumstances be liable to repair or maintain the Lands or to repair, replace or maintain any improvements on the Lands.

**9.2 Tenant's Limited Right to Defer Rent if Tenant incurs Major Capital Expenses:**

Notwithstanding any other provision of this Lease, the Tenant may defer a portion of the Rent otherwise payable in respect of any twelve month period during the Term (a "Repair Period") equal to the cost incurred by the Tenant of any specific items of maintenance, repair, removal or replacement for which the Tenant is responsible under this Lease and the cost of each of which exceeds \$25,000.00 (including, without limitation, repairs to or replacements of the roof, boiler or structural elements of the Premises and any required removal of asbestos), to a maximum cumulative total of \$100,000 in each Repair Period. Any and all amounts of Rent deferred as permitted by this section 9.2 will be amortized without interest on a straight line basis from the date of deferral to the end of the Term and be paid by the Tenant to the Landlord in equal monthly instalments on the first day of each month during that period, commencing on the first day of the month immediately following the date of deferral, it being understood and agreed that the Tenant shall by the end of the Term pay to the Landlord in full all such deferred amounts so that the Landlord shall by the end of the Term receive all of the Rent that would otherwise be payable hereunder. The Tenant shall have the right, at its option, to prepay any or all such deferred amounts as and when it sees fit, and shall be obligated to immediately pay all such deferred amounts to the Landlord upon expiry or termination of this Lease for any reason. The Tenant shall deliver to the Landlord on or before the date of each deferral evidence of the expenditures in respect of which the right of deferral is claimed.

**9.3 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 all light fixtures, tubes, ballasts, lighting controls and starters in the Premises or in any Tenant Portable.

#### **9.4 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 or any Tenant Portable which become damaged or broken except any glass, locks or trimmings damaged or broken by the Landlord, its employees, agents or contractors.

#### **9.5 Inspection for Repairs:**

The Landlord and its agents shall have the right at all reasonable times during the Term (on not less than 24 hours' notice to the Tenant except in the case of an emergency), to enter the Premises or any Tenant Portable to examine the condition thereof. The Tenant shall make all repairs and perform all maintenance which the Landlord may reasonably require by notice in writing.

#### **9.6 Alterations:**

Without the prior written consent of the Landlord, which consent may be withheld in the Landlord's discretion, the Tenant shall not make any material changes, alterations, additions, repairs, improvements or decorations to the Premises or any Tenant Portable. 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 reasonable cost of having its architects or engineers examine such plans and specifications. The Landlord, acting reasonably, 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, acting reasonably, 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, acting reasonably. 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.

#### **9.7 Fixturing Period:**

[Intentionally deleted].

#### **9.8 Landlord's Right to Inspect and Display Sign:**

Any person or persons may inspect the Premises and the Tenant Portables and all parts thereof at all reasonable times (on not less than 24 hours' notice to the Tenant except in the case of an emergency) 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.

#### **9.9 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 or any of the Tenant Portables. Except as may be expressly authorized by the Landlord in writing, in the Landlord's discretion, The Tenant will not suffer or permit any liens to exist or to be filed against the Building, any Tenant Portable or the Lands. The Tenant shall forthwith discharge any liens at any time filed against and keep the Lands, the Building and the Tenant Portables 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.

**9.10 Window Coverings:**

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

**9.11 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, acting reasonably

**9.12 Cleaning on Termination:**

Unless otherwise advised by the Landlord, the Tenant shall immediately before the expiration or sooner determination of this Lease wash the floors, windows, doors, walls and woodwork of the Premises and the Tenant Portables. The Tenant will not upon such expiration or sooner determination leave upon the Premises or in any of the Tenant Portables any rubbish or waste material. The Tenant will leave the Premises and each of the Tenant Portables in a clean and tidy condition.

**9.13 Goods and Chattels Not to be Removed:**

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

**9.14 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 ("**Improvements**"), but excluding unattached moveable trade fixtures, shall become the property of the Landlord on such making or installation. Subject to section 9.13 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 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, built-in 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.

**9.15 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 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 or the Tenant Portables.

**9.16 Damage or Destruction of Lands, Premises or Building:**

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

- (a) If all or any portion of the Lands, Premises or Building 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 120 days after the happening of such destruction or damage, or (ii) the estimated cost (as estimated by the Landlord acting reasonably) 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 Premises is damaged, or (iv) it is impractical to rebuild or restore the Premises 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 and Tenant shall meet and make a good faith effort to renegotiate the Lease to allow the Tenant to continue to operate its school on the area of the Lands not damaged or destroyed on terms acceptable to each of the Parties in their respective discretion, which may include the Tenant adding additional Tenant Portables to the Lands for the remainder of the Term. If the Landlord and Tenant do not reach agreement on an amended form of Lease within 30 days after the damage or destruction, then the Lease shall terminate automatically. The Tenant shall thereupon immediately surrender the Premises and this Lease to the Landlord and Monthly Rent shall be apportioned to the date of such termination.
- (b) If the 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 Building or the 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 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 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.
- (c) The Tenant acknowledges that the Landlord's property and liability insurance coverage is provided by the British Columbia Schools Protection Program, a self-insurance program administered by the British Columbia Ministries of Finance and Education, and that in the event of damage to or a loss of some or all of the Premises there may not be insurance proceeds available to the Landlord to rebuild or replace the Premises. Accordingly, nothing in this Lease shall obligate the Landlord to restore the Lands or rebuild the Building or the Premises in its existing or in any other form. The Landlord may make such changes, alterations, modifications, adaptations or extensions to the Lands, Building or the Premises as the Landlord shall see fit, in its unfettered discretion.

#### **9.17 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 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 Building were in good order and satisfactory condition, acceptable to the Tenant. No promise of the Landlord to alter, remodel or improve the Building and no representation respecting the condition of the Building have been made by the Landlord except as may be expressly stated herein.

**9.18 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 Building, expand or reduce the Building 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, 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 Building where desirable to serve the Premises or the Building or to facilitate expansion or alteration of the Building 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 Building, any Tenant Portables 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.

Notwithstanding the foregoing the Landlord agrees to (A) make all reasonable commercial efforts to minimize any disruption of the Tenant's business including performing work outside normal business hours, (B) not interfere with the Tenant's quiet enjoyment of the Building and the Lands while undertaking such work, and (C) not do anything which would permanently make all or a material portion of the Premises and the Lands unsuitable for the conduct of the Tenant's business. If such work renders the whole or any portion of the Building unusable by the Tenant during the completion of such work then the Rent will abate in proportion to the portion rendered unusable until the work is completed and the Tenant is able to use the whole of the Building, provided that such proportionate abatement of rent shall be the only remedy available to the Tenant.

**9.19 Notice of Accidents and Defects:**

The Tenant shall give the Landlord prompt written notice of any personal injury or death that occurs on or about the Premises or any of the Tenant Portables, and of any damage to or defect in the heating, ventilating or air-conditioning system, water pipes, gas pipes, telephone lines, electric lighting and wiring or other mechanical, electrical or utility systems or apparatus in the Premises or any of the Tenant Portables that could constitute a material threat to the health or safety of any person.

**9.20 Security:**

The Tenant will be solely responsible for security of the Premises and the Tenant Portables and for persons occupying the Premises or any of the Tenant Portables 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.

**9.21 Care and Repair of the Lands:**

The Tenant shall at all times during the Term at its own cost maintain the Lands in a safe condition suitable for the Tenant’s permitted use of the Lands, 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 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 or any of the Tenant Portables, 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 and the Tenant Portables;
- (c) comprehensive bodily injury and property damage liability insurance applying to the operations of the Tenant carried on from the Building and the Tenant Portables, 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) 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); and
- (e) 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:

- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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
- (j) 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 Rent 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 Building, any Tenant Portables 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 and the Tenant Portables for the purposes permitted in this Lease, the Tenant shall immediately pay to the Landlord the amount by which the premium shall be so increased.

#### **10.3 Indemnities:**

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 or any of the Tenant Portables or on the Lands;
- (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 any of the Tenant Portables or on the Lands; and
- (d) any wrongful act or neglect of the Tenant, its respective invitees and licensees, in and about the Premises or any of the Tenant Portables or on 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 own 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 or any of the Tenant Portables, 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 Building, any Tenant Portables 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 Building, any Tenant Portables 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 Building, any Tenant Portables 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 or any of the Tenant Portables to do such things all with reasonable prior notice being provided to the Tenant. 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 Distrain:**

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 and the Tenant Portables 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 or in the Tenant Portables at any time during the Term 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 or any of the Tenant Portables, 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 thirty consecutive days (except for school vacations) or if, without the written consent of the Landlord, the Premises or any of the Tenant Portables 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 and the Tenant Portables 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 and the Tenant Portables. 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 of the Tenant Portables or any of the goods and chattels of the Tenant shall at any time during the Term 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 any of the Tenant Portables or 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 or any of the Tenant Portables shall be used for any purpose other than the purposes permitted under this Lease 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 and the Tenant Portables, 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 and the Tenant Portables. 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 and the Tenant Portables under any of the provisions of this Lease the Landlord, in addition to all other rights, shall have the right to enter the Premises and the Tenant Portables as an agent of the Tenant either by force or otherwise, without being liable for any prosecution therefor and to relet the Premises and the Tenant Portables 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 or in the Tenant Portables 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 and the Tenant Portables, after deducting its costs of conducting such sale and its costs of reletting (including any costs necessary to repair or clean the Premises and the Tenant Portables 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 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:**

Subject always to any Tripartite Agreement, the Tenant hereby grants to the Landlord a security interest (the "**General 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 in the Tenant

Portables 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 General 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 General 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 General 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 General 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 and the Tenant Portables, in such manner as the Landlord or such receiver determines, and realize upon the Collateral and enforce its rights under the General 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 the Tenant Portables and for such purpose may lock the Premises and the Tenant Portables, change any locks on the Premises and the Tenant Portables and by any means exclude the Tenant from all or any parts of the Premises and the Tenant Portables and the Landlord shall not thereby be terminating this Lease in the absence of express written notice terminating this Lease. This General 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 General Security Interest except to the extent expressly approved by the Landlord in writing. This General 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 or the Tenant of the strict observance, performance or compliance by the other Party of or with any term, covenant, condition or agreement herein contained, or any indulgence granted by either Party shall not be deemed to be a waiver of any subsequent default or breach by the other Party nor entitle either Party 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 or any Tenant Portable nor grant any concession, franchise or license or right of occupancy within or with respect to the Premises or any Tenant Portable 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 or any Tenant Portable 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, acting reasonably;
- (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 or any Tenant Portable 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 and the Tenant Portables 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 and to all 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 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 the Tenant fails to execute and deliver to the Landlord within five business days after being requested by the Landlord 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, modification, consolidation, replacement or extension of any such Development Charges in order to give effect to the foregoing provisions.

### **12.4 Estoppel 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 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 if the Tenant fails to execute and deliver to the Landlord such certificate or certificates within five business days after being requested by the Landlord.

### **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) **“Building”** means the building formerly known as Westover Elementary School currently situate on the Lands, as may be altered, expanded or reduced from time to time;
- (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 Building, any Tenant Portables 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 Building, any Tenant Portables 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 Building, any Tenant Portables, 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 Building, any Tenant Portables, 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 Building, any Tenant Portables. Expenses shall include all GST 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 Building, any Tenant Portables, 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) **“GST”** means goods and services tax payable under the Canada *Excise Tax Act*, or any similar, replacement or harmonized tax that becomes payable under that or any successor legislation;
- (f) **“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;
- (g) **“Landlord”** means the Landlord specified in section 1.1(2) and its successors and assigns;
- (h) **“Lands”** shall mean the lands described in Schedule A;
- (i) **“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;

- (j) **“Monthly Rent”** means the Monthly Rent specified in section 1.1(12);
- (k) **“Parties”** means the Landlord and the Tenant, and **“Party”** means either one of them;
- (l) **“Premises”** means the Lands and the Building;
- (m) **“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 Building, any Tenant Portables 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;
- (n) **“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;
- (o) **“Tenant Portable”** means a modular building, buildings or portion thereof owned by the Tenant and installed on the Lands, regardless of whether it is attached to another structure or is a stand-alone structure;
- (p) **“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); and
- (q) **“Tripartite Agreement”** means a written agreement among the Landlord, Tenant and the Tenant’s lender in respect of the financing of the Tenant’s acquisition of Tenant Portables as contemplated by this Lease, on such terms as the parties thereto may agree, each in their absolute discretion.

### **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. 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 shall cease from the date of entry by such authority. If only a portion of the Building, any Tenant Portables 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 shall be deemed to create any relationship of partnership nor any other relationship between the Parties 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 BROCKTON PREPARATORY )  
SCHOOL SOCIETY by its duly authorized signatories: )  
 )  
 )  
 )  
\_\_\_\_\_)  
Authorized Signatory )  
 )  
 )  
\_\_\_\_\_)  
Authorized Signatory )  
 )

**SCHEDULE A**

**The Lands**

PARCEL IDENTIFIER: 009-033-408  
LOT 5 BLOCK 4  
DISTRICT LOT 2003  
PLAN 11599

**SCHEDULE B**

**Rent Schedule\***

<b>Year(s) of Term</b>	<b>Annual Rent (\$)</b>	<b>Monthly Rent (\$)</b>
	<b>Premises</b>	<b>Premises</b>
August 1, 2019 – July 31, 2020**	417,768	34,814.00
August 1, 2020– July 31, 2021	421,157	35,096.42
August 1, 2021 – July 31, 2022	442,214	36,851.17
August 1, 2022 – July 31, 2023	459,903	38,325.25
August 1, 2023– July 31, 2024	478,299	39,858.25
August 1, 2024 – July 31, 2025	492,648	41,054.00
August 1, 2025 – July 31, 2026	507,427	42,285.58
August 1, 2026 – July 31, 2027	522,650	43,554.17
August 1, 2027– July 31, 2028	538,330	44,860.83
August 1, 2028 – July 30, 2029	554,480	46,206.67

\*\* THE YEAR ENDING JULY 31, 2020 THE RENT IS CALCULATED BASED ON ANNUAL RENT OF \$401,101.00 PLUS \$16,667.67 OUTSTANDING RENT FROM THE 2009 LEASE.

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

**Meeting Date:** June 18, 2019  **Board**  **Board, in camera**

**Topic (as per the Memorandum):** **Enhancing Student Learning Presentation**

**Narration:**

Directors of Instruction Adam Baumann, Arlene Martin and Vince White will make a presentation on Enhancing Student Learning.

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

**Meeting Date:** June 18, 2019  **Board**  **Board, in camera**

**Topic (as per the Memorandum):** **Catchment Review Update**

**Narration:**

Under Policy 605: Admission of Students to School, the Superintendent must review catchment areas on an annual basis to ensure that each school has the capacity to accommodate the anticipated enrolment of students in its catchment area. From March to May 2019, the North Vancouver School District undertook two catchment reviews to determine the feasibility of changing catchment areas to balance enrolment between schools. After receiving community feedback and analyzing suggestions and concerns, both proposed catchment changes will be implemented for the 2020-21 school year.

Chris Atkinson, Assistant Superintendent, and Deneka Michaud, Communications Manager, will introduce *2019 Catchment Area Report*, as attached to this Administrative Memorandum of June 18, 2019.

**Attachment:**

*Outcomes Catchment Reviews 2019*

From March to May 2019, the North Vancouver School District undertook two catchment reviews to determine the feasibility of changing catchment areas to balance enrolment between schools. After receiving community feedback and analyzing suggestions and concerns, **both proposed catchment changes will be implemented for the 2020-21 school year.**

### 1. Capilano Elementary School and Norgate Community Elementary School

Capilano Elementary School is currently operating at 89% capacity. Since 2015-16, cross-boundary enrolment has been limited at the school. The school can now only accommodate in-catchment students. Enrolment projections demonstrate that enrolment will continue to rise. By 2025 the school will be operating over capacity and will no longer be able to accommodate all catchment students. Enrolment pressure at Capilano Elementary School needs to be relieved.

Norgate Community Elementary School is currently operating at 53% capacity. Enrolment projections demonstrate that the school will continue to operate under capacity for the next decade and beyond.

The catchment change will move a small portion in the south-west section of the current Capilano Elementary School catchment area into the Norgate Community Elementary School catchment area. The area that will be moved is located west of Capilano Road between Marine Drive to the south and the Upper Levels Highway to the north. It encompasses Fullerton Ave, Glenaire Dr, Belle Isle Pl, Curling Rd, Sandown Pl, McLallen Crt, and the Woodcroft Residential Complex area.

#### Engagement

##### Promotion of feedback opportunities:

- March 19 – Information posted to the North Vancouver School District website
- April 11 – Email to staff at Capilano Elementary and Norgate Elementary with invitation to staff consultations
- April 11 – Email invitation to Squamish Nation with invitation to a consultation with Squamish Nation
- April 15 – Email to parents at Capilano Elementary and Norgate Elementary with invitation to community consultation event
- April 17 – Advertise community consultation event in North Shore News
- April 18 – Email to all staff and all parents in the North Vancouver School District with invitation to community consultation event
- April 29 – Email to all staff and all parents in the North Vancouver School District with invitation to community consultation event
- April 23-29 – Advertise community consultation event on school district and Capilano/Norgate websites

# Outcomes

## Catchment Reviews 2019

- April 23-29 – Advertise community consultation event on social media
- May 7-10 – Door-to-door delivery, to homes in the study area, of an information handout with an invitation to provide email feedback

### Public consultation meetings:

- Thursday, May 2, 2019, 7 p.m., Norgate Community Elementary School  
Five people attended
- Wednesday, May 8, 2019, 6 p.m., Chief Joe Mathias Centre  
Six people attended

### Feedback:

- Three forms were received at the public consultation meetings
- 10 feedback submissions were emailed in

Total: 13 feedback submissions

### Feedback topics/suggestions received and the number of people who provided feedback on each topic/suggestion:

Safety / Walkability	Capilano is a better school (rankings)	Property value will decrease in the area that is moved	No IB at Norgate	Move the change area to south of Fullerton Ave.	Move the change area to north of Marine Dr.	Support the proposed change
4	3	3	2	5	1	5

## Considerations

Based on community feedback, several suggestions were analyzed to determine feasibility:

### Safety/Walkability

Safe walking routes to school are always an important factor when considering catchment area changes. The North Vancouver School District will work with the local municipality to have a walk map created for the new catchment areas. The walk to Norgate Community Elementary School is about five minutes longer for families living in the area that will move catchments.

### Moving the change area to south of Fullerton Avenue

Chris Atkinson, Assistant Superintendent of the North Vancouver School District, cycled and walked the area that will change catchments. The suggestion of keeping the area above Fullerton Ave. in the Capilano Elementary catchment was considered. An enrolment projection was conducted solely for the area north of Fullerton and west of Capilano Road up to the Upper Levels Highway. It is projected

that there will be roughly one to two students from that area over the next eight years (not per year, but total over eight years). Seeing as the numbers are quite low, it was determined to keep north of Fullerton in the catchment change area so that the area remains with its direct neighbourhood.

### Moving the change area to North of Marine Drive

An enrolment projection was conducted solely for the area north of Marine Drive from Capilano Rd in the west to Pemberton Ave in the east and up to the ridge below Keith Rd. It is projected that there will be roughly six to seven students a year from that area for a total of 39 students by 2025. That number of students is lower than the number of students the school district would like to move from Capilano Elementary to Norgate Community Elementary (the goal is move 70-80 students by 2025).

### Response to other concerns raised

#### Capilano is a better school (rankings)

All of the schools in the North Vancouver School District are exceptional, and the school district does not rank its schools. The Fraser Institute school rankings are based on the Foundation Skills Assessment. This test is just one tool to gather information; thus, it is only a snapshot that does not provide a full picture of student learning. Via school planning, schools set goals, measure these goals holistically in a wide variety of ways, and endeavour to improve by meeting their goals. Since the Foundation Skills Assessment results are but one set of data, it would be nearly impossible to measure a specific correlation between Foundation Skills Assessment results and the quality of a school.

#### Property value will decrease in the area that is moved

Property values are determined by a wide variety of factors. The entire North Shore is sought after as a place to live and all of the schools in the North Vancouver School District are great schools.

#### No International Baccalaureate (IB) at Norgate

In the future, consideration could be given to offering an International Baccalaureate program at Norgate Community Elementary School if the school community would like to investigate that possibility.

## 2. Eastview Elementary School and Lynn Valley Elementary School

Lynn Valley Elementary School is currently operating at 133% capacity. Enrolment projections demonstrate that enrolment will continue to rise at Lynn Valley Elementary, reaching 140% capacity by 2025. Enrolment pressure at Lynn Valley Elementary School needs to be relieved.

Eastview Elementary School is currently operating at 62% capacity and enrolment projections demonstrate that enrolment will remain relatively steady.

# Outcomes

## Catchment Reviews 2019

The catchment change will move a small portion in the southern section of the current Lynn Valley Elementary School catchment area into the Eastview Elementary School catchment area. The area that will be moved is located between Lynn Valley Road to the north-west, Kirkstone Park to the south, and Mountain Hwy to the east. It encompasses Fromme Rd, Whiteley Crt and E 27th St.

### Engagement

#### Promotion of feedback opportunities:

- March 19 – Information posted to the North Vancouver School District website
- April 11 – Email to staff at Eastview Elementary and Lynn Valley Elementary with invitation to staff consultation
- April 15 – Email to parents at Eastview Elementary and Lynn Valley Elementary with invitation to community consultation event
- April 18 – Email to all staff and all parents in the North Vancouver School District with invitation to community consultation event
- April 24 – Advertise community consultation event in North Shore News
- April 29 – Email to all staff and all parents in the North Vancouver School District with invitation to community consultation event
- May 1-6 – Advertise community consultation event on school district, Eastview and Lynn Valley websites
- May 1-6 – Advertise community consultation event on social media
- May 7-10 – Door-to-door delivery, to homes in the study area, of an information handout with an invitation to provide email feedback

#### Public consultation meeting

Thursday, May 9, 2019, 7 p.m., Eastview Elementary School  
Seven people attended

#### Feedback:

- Zero forms were received at the public consultation meeting
  - Five feedback submissions were emailed in
- Total: Five feedback submissions

#### Feedback topics/suggestions received and the number of people who provided feedback on each topic/suggestion:

Too soon, cannot plan for childcare (please implement 2021)	Re-open Fromme Elementary	Support the proposed change
2	1	2

### Consideration

Based on community feedback, the following suggestion was analyzed to determine feasibility:

[Too soon, cannot plan for childcare \(please implement a year later in 2021-22\)](#)

Childcare is a genuine concern for many families throughout the North Vancouver School District. Acknowledging how difficult it can be to find before and after school care, consideration was given to delaying the catchment change for one year. However, enrolment projections for Lynn Valley Elementary School demonstrate that if a change is not made for the 2020-21 school year that there will not be enough space at the school for all catchment area kindergarten students. A lottery would need to be done for all students. To avoid putting roughly 60 families in the position of not knowing what school their child will go to, it was determined to implement the change for 2020-21.

### Response to other concern raised

[Re-open Fromme Elementary](#)

Re-opening Fromme Elementary School would be a complex undertaking. In terms of catchment areas alone, new catchment areas for all of Lynn Valley would be required, which would impact thousands of families. This is not an option the school district would consider at this time.

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

**Meeting Date:** June 18, 2019  **Board**  **Board, in camera**

**Topic (as per the Memorandum):** **Student Trustee**

**Narration:**

During the June 20, 2018 Public Board of Education Meeting, the following motion was presented by Trustee Forward:

that the Board of Education support the development of a Student Trustee with the District Student Leadership Council to be implemented in the 2018/19 school year.

Superintendent Mark Pearmain will update the Board of Education on progress on the proposed motion in creating a role of a Student Trustee. This report is for your information.

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

**Meeting Date:** June 18, 2019  **Board**  **Board, in camera**

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

**Narration:**

**Argyle Secondary School: Replacement Update**

Construction continues on the new replacement school.

**Handsworth Secondary School: Replacement Update**

At the regular meeting of the District of North Vancouver Council, the development permit for the Handsworth replacement project was issued. Next steps for the project are:

- District of North Vancouver Building Permit application (July 2019)
- Project public tender phase (November 2019 – January 2020)
- Construction commencement (January 2020)
- Target occupancy of the new school (September 2021)
- Demolition of existing school and construction of new field (late 2021/early 2022)
- Project completion (2022)

An additional external study has been conducted to confirm that a six-lane track, designed to IAAF (International Association of Athletics Federations) standards, can fit on the site of the new Handsworth Secondary School. Next steps regarding a track have not been determined because focus is currently being placed on the construction of the new school building. For a track to proceed, community support will be needed because the school district is not funded from the Ministry of Education for a track. External funding support will need to be in place. For past projects (such as turf fields), the school district has worked with local municipalities, local sports groups, community groups, corporate sponsors, and parent advisory councils to generate funding.

**Mountainside Secondary School: Seismic Upgrade**

Seismic mitigation work will commence in July 2019.

**Lucas: Status**

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

**Queen Mary: Portables**

An information session was held on June 13, 2019 at Queen Mary Elementary School for members of the public to learn about an application for a Development Variance Permit to allow for two new portable classrooms at Queen Mary Elementary to be located within the 7.6m (25 ft.) setback from the front property line.

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

**Meeting Date:** June 18, 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:** June 18, 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:** June 18, 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.

**Schedule .....D.....  
of the  
Administrative Memorandum**

**Meeting Date:** June 18, 2019  **Board**  **Board, in camera**

**Topic (as per the Memorandum):** **Future Meetings**

**Narration:**

<b>Date and Time</b>	<b>Event</b>	<b>Location</b>
Tuesday, September 24, 2019 at 6:30 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.

**Schedule .....E.....  
of the  
Administrative Memorandum**

**Meeting Date:** June 18, 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.