



**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, April 22, 2014 at 7:00 pm

			Estimated Completion Time
<b>A.</b>	<b>Call to Order</b>		
A.1.	Chair Stratton’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.	Moment of Silence - Day of Mourning for Persons Killed or Injured in the Workplace		7:05 pm
A.4.	Public Comment Period		7:15 pm
A.5.	Approval of Minutes (that the minutes of the Public Meeting of March 11, 2014 be approved as circulated)	(no schedule)	7:20 pm
<b>B.</b>	<b>Action Items</b>		
B.1.	Annual Facilities Grant Capital Project Bylaw No. 126760		7:35 pm
B.2.	2014/15 Budget Consultation Update and Board Direction		7:50 pm
B.3.	Plymouth School Tenure Bylaw 2014 – Lions Gate Christian Academy ( <i>placeholder</i> )		8:05 pm
<b>C.</b>	<b>Information and Proposals</b>		
C.1.	Land, Learning & Livability - Update		8:15 pm
C.2.	Tuesday, March 11 & Tuesday, April 8, 2014 Meetings of the Finance and Facilities Standing Committee		8:20 pm



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**Format and Date:**

PUBLIC BOARD MEETING  
Tuesday, April 22, 2014 at  
7:00 pm

		Estimated Completion Time
	(continued)	
C.3.	Superintendent's Report	8:25 pm
C.4.	BC School Trustees' Association Annual General Meeting	8:35 pm
C.5.	Trustees' Reports	8:45 pm
D.	Future Meetings	8:50 pm
E.	Public Question & Comment Period	9:10 pm
F.	Adjournment	(no schedule) 9:10 pm

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Georgia Allison  
Secretary Treasurer

**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:            April 22, 2014                             Board                             Board, in camera

Topic (as per the  
Memorandum):            **Moment of Silence – Day of Mourning for Persons Killed or Injured in the  
Workplace**

Narration:

Across Canada, April 28 has been designated a Day of Mourning to commemorate workers whose lives have been lost or injured through work-related incidents or occupational diseases.

The Chair will call for a moment of silence in recognition of those workers who have lost their lives on the job.

Schedule A.4.  
of the  
Administrative Memorandum

Meeting Date: April 22, 2014  Board  Board, in camera

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

Narration:

In accordance with Board Policy 104: Board of Education – Meetings (June 23, 2010 revision), the Board provides a (10) minute public comment period as the first item of business after the adoption of the agenda. Speakers will be allocated a maximum of two (2) minutes each. The ten-minute comment period is intended to be restricted to items on the evening's Board Agenda and the Board will not respond to comments made during comment period. Members of the public wishing to discuss their concerns with Trustees should contact them after the meeting, by telephone or e-mail.

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 pm – 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, March 11, 2014.

**PRESENT:** F. Stratton, Chair  
C. Gerlach, Vice Chair  
B. Forward  
M. McGraw  
C. Sacré  
S. Skinner

**ABSENT:** L. Bayne

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### A.1. Call to Order

Chair Stratton called the meeting to order at 7:00 pm and welcomed those in attendance. The traditional territorial lands of the Squamish Nation were acknowledged by the Chair. The Chair noted that during the weeks of March 3<sup>rd</sup> and March 10<sup>th</sup> numerous events were taking place to acknowledge “Class Acts: A Celebration of Education in North Vancouver”.

Trustee Bayne was not able to attend the meeting and sent her regrets.

### A.2. Approval of Agenda

Moved by B. Forward

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

Seconded by C. Sacré

Carried

### A.3. Public Comment Period

The ten-minute comment period is intended to be restricted to items on the evening’s Board Agenda. The Chair requested that those wishing to speak should sign on the Public Comment Sign-Up Sheet.

Erin MacNair spoke to item A.5., Safe Routes Advocates, and spoke of the experiences of a parent volunteer crossing guard at Highlands and traffic safety issues especially in the Edgemont area of the District of North Vancouver.

### A.4. Approval of Minutes

An amendment to the February 18, 2014 minutes was requested in C.1. *Land, Learning and Livability* Community Engagement - Update, paragraph three. The phrase “and the possibility to meet at a future date with our local partners” will be added to the end of the last sentence. The full sentence will now read: *As further clarification, the Board was also advised that there would be the opportunity in June to review the feedback and materials that come out of the stakeholder meetings and open houses, with the realization that further work would take place during the summer and following the municipal election in the Fall, and with the possibility to meet jointly with our local partners, at a future date.*

Moved by S. Skinner

that the minutes of the public meeting of February 18, 2014 be approved as amended.

Seconded by C. Gerlach

Carried

**A.4. Approval of Minutes (continued)**

Regarding “Trustee Reports”, a question was raised concerning the identification of certain meetings solely attended by the Board Chair, and whether this should be dealt with in a different manner. The Chair acknowledged and would take the point raised under advisement.

**A.5. Presentation: Safe Route Advocates – Safe/Healthy Routes to School**

Secretary Treasurer Georgia Allison introduced this agenda item and reported that a group of parents from six schools located in the District of North Vancouver have formed the *Safe Routes Advocates*. The group has prepared a report with recommendations to improve safety measures for students travelling to and from school on foot and by bike. As noted in the Administrative Memorandum, the report was presented to the District of North Vancouver Council on January 20, 2014 and it requested that the District Bicycle Master Plan be implemented as well as a safe route pilot project at Highlands Elementary.

Martyn Schmol and Mel Montgomery were invited to the table and presented their concerns regarding traffic safety specifically around school sites in both the District and the City of North Vancouver. They reported on the *TravelSmart* program as well as many other initiatives that have been implemented at Canyon Heights, Cleveland, Highlands, Montroyal and Boundary Elementary Schools. On behalf of the Safe Routes Advocates, Mr. Schmol and Ms. Montgomery encouraged the Board to review the report included in the Board package and then provide an opportunity for further discussion and future action regarding traffic safety around the schools in both the City and the District. A suggestion was to work specifically with one Board member and also reach out to the Parent Advisory Councils.

The presenters made note of the *Safe and Active School Travel Program* pilot project at Queensbury Elementary which includes support by the City in the development of a *Walking School Bus Program* as well as a *Walking Wednesday* initiative. It is their hope that a similar pilot project could be developed at Highlands Elementary with the involvement of the District of North Vancouver. In conclusion, the presenters noted that what was required were safe routes and a good active infrastructure.

Members of the Board thanked the presenters for the great deal of work that has been done in a very short time and their efforts to bring the information forward to the elected bodies. Superintendent Lewis advised that there are Transportation Committees in both the City and the District with broad representation by municipal invitation. The Chair advised that she saw this issue going forward initially to the Collaboration Committee, comprised of the Board Chair, the Superintendent of Schools, the Mayor and the Chief Administrative Officer of the District of North Vancouver; and noted that the next meeting would take place in early April. There was also mention that the invitation to the upcoming North Shore Congress meeting refers to transportation as an item for discussion.

**B.1. Proposed 2014/15 School District Calendar – for Board Approval**

Superintendent John Lewis introduced this agenda item and acknowledged the tremendous amount of time, effort and energy expended on the review and development of a school calendar. Assistant Superintendent Mark Jefferson was invited to the table to provide an update on the 2014/15 School Calendar Review Process including the recommendation of the School Calendar Steering Group.

Assistant Superintendent Jefferson provided a brief introduction and spoke to the criteria surrounding consideration of the school calendar which included: School Act, School Calendar Regulations, NVT Collective Agreement, CUPE Local 389 Collective Agreement, possible alignments with other Metro school districts, balancing the number of days, hours of instructions, semesters, etc, inclusion of Curriculum Implementation Day and 5 Professional Development Days, scheduling of exams, school and district athletic events, school trips, community

**B.1. Proposed 2014/15 School District Calendar – for Board Approval (continued)**

amenities/recreational opportunities; along with concerns raised by working parents including daycare issues and added costs.

In his report, Assistant Superintendent Jefferson provided a summary of results from the “Calendar Comment Electronic Mailbox” conducted from January 23 through to February 21, 2014. The Assistant Superintendent reported that after reviewing and discussing the feedback provided throughout the process as well as other relevant information, the School Calendar Steering Group reached consensus on its recommendation to the Board for Proposed Option D, which shows a start date of September 2, 2014, a two-week Winter Break, a November Long Weekend, a two-week Spring Break, and an end date of June 29, 2015. This option is in alignment with Vancouver, Surrey and other Metro school districts.

The Curriculum Implementation Day will be January 16, 2015. Dates for School Based Professional Days are being determined and will be initially communicated at school level. Elementary and secondary collaboration time will occur seven times a year.

Concluding his report, Assistant Superintendent Jefferson advised that moving forward the School Calendar Steering Group would: explore options for a three-year calendar covering 2015/16, 2016/17 and 2017/18; conduct a review of Collaboration Time; and continue discussions with NVTa and CUPE regarding Collective Agreement provisions implicated with the school calendar.

Trustee representatives on the Steering Group committee noted that though the group originally supported Option A, the committee endorsed Option D due to its alignment with other metro school districts and once some concerns at the secondary level were addressed.

Also discussed during the Trustee question/comment was the advancement of school calendar discussion at the Metro Branch of the BCSTA; the continued awareness of the financial hardship that some families face with an extended Spring Break, and the ongoing collaboration between the School District, the North Vancouver Recreation Commission and community groups.

Trustees expressed their appreciation to Assistant Superintendent Jefferson and the School Calendar Steering Group for the work they have done.

Moved by C. Gerlach

that the Board of Education approve “Calendar D,” as the School Calendar for the 2014/15 school year as recommended by the School Calendar Steering Group.

Seconded by S. Skinner

Carried

**C.1. North Vancouver School District Strategic Energy Management Plan**

John Lewis, Superintendent of Schools, introduced this agenda item and welcomed to the table Janson Ho, Director of Facilities and Planning, Robert Greenwald from Prism Engineering Limited, and Wayne Cousins, BC Hydro Senior Key Account Manager with K-12 schools

Janson Ho, Director of Facilities and Planning, reported that under BC Hydro’s Energy Manager Program, Mr. Greenwald was engaged by the School District in January 2011. In his role as Energy Manager, Mr. Greenwald has worked closely with School District staff to develop and implement the NVSD Strategic Energy Management Plan. Mr. Ho also acknowledged the support provided by BC Hydro and specifically Mr. Wayne Cousins, and the funding, grants and incentives awarded to the School District over the last four years for projects such as the retrofitting of electrical and mechanical systems.

Mr. Cousins reported on the success of the School District’s partnership with BC Hydro and identified areas where the School District has become more energy efficient and cost effective and achieved facilities that are more inviting with better lighting, heat and air circulation.

**C.1. North Vancouver School District Strategic Energy Management Plan (continued)**

Concluding his presentation, Mr. Cousins acknowledged the support of the Board and Senior Staff and the work done by Robert Greenwald, Jeff Jackson, Maintenance Manager, Victoria Miles, Communications Manager, school administration, in particular Leslie McGuire, the Sustainability Leadership Team and the students and school staff.

Mr. Greenwald presented highlights of the updated Strategic Energy Management Plan and elaborated on just a few of the many initiatives going on through the School District. Examples of these initiatives include: Workplace Conservation Awareness throughout the School District, the BC Hydro Energy Ambassadors Program, LEED Educational Signage created for Carson Graham, the Education Services Centre, the Environmental Learning Centre and Queen Mary Elementary, the Energy Kiosk Tour, and Interactive Energy Dashboards at recently completed capital project sites.

Thanking the Board for its support, Mr. Greenwald noted the Board's commitment to energy savings and sustainability through both the *3-Year Operating Plan* and the *2011-2021 Strategic Plan*.

Members of the Board thanked the presenters for the evening's information and their continued efforts in energy awareness and management.

**C.2. Outdoor Recreation Safety Awareness**

In introducing this agenda item, John Lewis, Superintendent of Schools, acknowledged the unique location of the North Shore. Though adjacent to the third-largest city in Canada, the North Shore has a wide-ranging wilderness environment within steps of one's front door, and the opportunity to enjoy a multitude of outdoor recreational activities. Superintendent Lewis noted that with all outdoor recreation activities and extreme sports, there are inherent risks, and knowledge and understanding of three key elements is necessary. These elements are trip and activity planning, appropriate training and taking the essential items to support a safe outdoor experience.

In the past, the School District has explored a number of options to support outdoor recreation safety awareness and recently was made aware of [AdventureSmart](#), a program that supports and enhances outdoor recreation safety awareness. Superintendent Lewis invited Sandra Riches, BC Coordinator for AdventureSmart, to the table to provide an overview of the program.

Ms. Riches reported that AdventureSmart is a national program that focuses on education, youth outreach, and program delivery. She noted that British Columbia has the largest number of Search and Rescue (SAR) callouts of any province or territory – 1300/year. In recent months, the School District has facilitated presentations by AdventureSmart to secondary students, international students and the North Vancouver School District's Communications Committee. Ms. Riches thanked Superintendent Lewis and Victoria Miles, Communications Manager, for their efforts to elevate outdoor safety awareness throughout the School District.

Ms. Riches noted that she has trained 400 educators and at each session there has been acknowledgement of the specific sensitivities required when dealing with students with special needs or disabilities, but that a specific training session has not been designed for that cohort.

On behalf of the Board, the Chair thanked Ms. Riches for her presentation.

**C.3. Land, Learning and Livability Community Engagement – Update**

John Lewis, Superintendent of Schools, introduced this agenda item and provided a brief update on the status of the Board's work to date towards long-term management of School District surplus sites. Highlights included:



**C.3. Land, Learning and Livability Community Engagement – Update (continued)**

- A public information meeting held by Lions Gate Christian Academy at the Plymouth site was attended by approximately 75 people as well as members of the District of North Vancouver planning staff. There was also Council presence at the meeting.
- There was strong attendance at Open Houses held at the Lucas Centre and Cloverley sites. A great deal of input was received and the information was collated by the DIALOG team and has now been posted to the website. The second round of stakeholder meetings and Open Houses are scheduled in April 2014.
- Morningstar Development Ltd, in consultation with the District of North Vancouver planning department, held a public information meeting at Braemar Elementary regarding its proposed redevelopment of the Monterey site. At the well-attended meeting, there was general support for single family residences and for the project to move forward at the earliest opportunity. Superintendent Lewis was not aware if any Council members attended this meeting.
- Anthem Properties are preparing the submission of their development application to the City of North Vancouver for the redevelopment of the Ridgeway Annex site.
- There have been no further updates from either the Ministry of Education or Finance regarding the Board's request for borrowing authority to support the full replacement of Argyle Secondary.

**C.4. Tuesday, March 4, 2014 Meeting of the Towards the Future for Schools Standing Committee**

Christie Sacré, Chair of the Towards the Future for Schools Standing Committee, thanked those who attended the meeting. The summary, included in the agenda package, provided highlights of the meeting at which updates were provided on District Academies, Enrolment, and a status report on the 2011-2014 Three-Year Operating Plan.

**C.5. Superintendent's Report**

Superintendent Lewis noted that the following items are included in the *Superintendent's Blog* (<http://blog44.ca/superintendent>):

- Class Acts: a Celebration of Education in the North Vancouver School District – a new name for “Education Week” and an expansion of events over the span of two weeks, which include primary and intermediate music festivals, employee 25 year recognition, Trustee Reception, art shows, Student Leadership Forum, Parent Advisory Council presentation, just to name a few.
- Making the Challenge: fuelling learning with invention – at the recent District-wide professional day, some 40 educators chose to take part in a “learning by doing” Maker Day experience.
- Bullying Awareness Day – February 26, 2014 as proclaimed by the Province. Students participated in various across the School District; and a student team attended the Ministry's ERASE Student Forum held on February 28<sup>th</sup>.
- Speak Out Series – hosted by the North Shore Restorative Justice, the recent event was held at Mountainside Secondary and focused on identity and the underlying issues of bullying.
- Canadian Federation of Women Partners with NVSD at Lynnmour, Norgate and Queen Mary Schools - as part of the School District's support for the North Shore Congress Child and Family Friendly Community Charter, an initiative has begun with representatives of the Canadian Foundation of University Women (CFUW) to volunteer in our schools. as volunteers as part of our School District's support for the North Shore Congress Child and Family Friendly Community Charter. This initiative has turned into unique programs of success and relationship building in our schools.
- Seaspan launches crane naming contest for intermediate students - With Canada's largest permanent Gantry Crane now safely offloaded at its new North Shore location, Seaspan announced it has partnered with the North Vancouver School District to conduct an official “Crane Naming Contest”.

### **C.5. Superintendent's Report (continued)**

- VCH Partnership – WrapAround Services at Mountainside Secondary and are now fully operational and include a fully equipped clinic room and weekly medical appointments (if required), mental health services, the housing of Therapeutic Day

Program clinicians and youth outreach workers, all located in the “support suite” area next to the administrative offices.

- My Health, My Community Survey closes March 31, 2014 - The survey collects information about lifestyle, community involvement, and neighbourhood characteristics to see how they relate to health and is a joint initiative by Fraser Health, Vancouver Coastal Health, and UBC's Faculty of Medicine eHealth Strategy Office.

At the evening's meeting, Superintendent Lewis acknowledged the tremendous work of the Critical Incident Team that was called out after the tragic death of a young Dorothy Lynas student, and the support provided to the school's administration by Assistant Superintendent Jefferson and District Administrator Brad Baker.

### **C.6. Trustees' Reports**

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

1. Meetings attended by Trustees included:

- Public Board meeting
- Trustee Seminar/In Camera meetings
- Board Planning meeting
- Towards the Future for Schools Standing Committee meeting
- City of North Vancouver Integrated Transportation Committee meeting
- Class Acts: a Celebration of Education - Organizing Committee meeting
- NVTB Bargaining meeting
- Finance and Facilities Standing Committee meeting
- District Aboriginal Advisory Committee meeting
- BCPSEA conference call
- Lions Gate Christian Academy Public Information Meeting regarding the re-use of Plymouth School
- BCSTA Provincial Council meeting
- My Education BC (SIS) Advisory Committee meeting

2. Events attended by Trustees included:

- Public Open Houses at Lucas Centre and Cloverley School/re-use and/or redevelopment
- Queen Mary Community School Open House
- NVSD 25-Year Employee Recognition
- Intermediate Music Festival
- Band and Strings Festival
- Red and Black Gala, Carson Graham
- Carson Graham's musical production of Arabian Nights
- Carson Graham IB Celebration
- “City Shaping” – City of North Vancouver Townhall Meeting held at the Education Services Centre
- Breakfast meeting at which Dr. Kris Bulcroft, President of Capilano University, introduced her newly appointed Vice President, Academic & Provost, Dr. Richard Gale plus the Executive Director, Development & University Communications, Irene Chanin (invitation extended to the Chair and Superintendent).
- DIALOG Design – Charrette presentation
- Lions Gate Christian Academy Public Meeting at Plymouth Elementary

**C.6. Trustees' Reports (continued)**

Discussion took place regarding the establishment of a placeholder on the public agenda for updates concerning BCSTA and/or BCPSEA items that would be of interest to the public. The Chair will bring this suggestion forward to the next Board Planning meeting and then report back to Trustees.

**D. Future Meetings**

Future public meetings of the Board are confirmed as follows:

Tuesday, Apr 8, 2014 at 7:00 pm	Finance and Facilities Standing Committee	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, April 22, 2014 at 7:00 pm	Public Board Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, May 6, 2014 at 4:00 pm	Education & Programs/ Towards the Future for Schools Combined Standing Committee Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, May 27, 2014 at 7:00 pm	Public Board Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver

**E. Public Question and 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, spoke to the School District's *Land, Learning & Livability* blog, and questioned where the latest information is posted within the blog. Ms. Nichol also noted that the City is hosting a Townhall meeting on April 17<sup>th</sup>, the same night as the proposed School District Cloverley Site Open House.

Karen Nordquist, Vice Chair of the NV Parent Advisory Council, advised that after communication between the Safe Routes Advocates and the District of North Vancouver, the District had extended an invitation to the NV Parent Advisory Council for a parent representative to sit on its Traffic and Safety Committee. Ms. Nordquist will sit on the Committee in her capacity as an executive member of the NV Parent Advisory Council.

**F. Adjournment**

The established agenda being completed, the Chair adjourned the meeting at 9:35 pm and thanked those who attended.

Certified Correct:

\_\_\_\_\_  
Georgia Allison  
Secretary Treasurer

\_\_\_\_\_  
Franci Stratton  
Chair, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Schedule B.1  
of the  
Administrative Memorandum

Meeting Date: April 22, 2014  Board  Board, in camera

Topic (as per the Memorandum): **Annual Facilities Grant Capital Project Bylaw No. 126760**

Narration:

In March 2014, the Ministry of Education announced the allocation of the Annual Facilities Grants (AFG) for 2014/15 (see attached) for all school districts. Annual Facilities Grants funds are used by school districts to fund significant repairs and maintenance of school facilities. The North Vancouver School District will receive a total of \$3,134,503 for 2014/15, up from the \$2,945,253 from prior years. The 2014/15 allocation is split between operating funds (\$679,583) and capital funds (\$2,454,920). A deduction of \$242,560 will be made from the operating portion of the funding allocation to pay for the North Vancouver School District's (NVSD) share of \$53,310 for the Capital Asset Management System (CAMS) and \$189,250 for the Provincial Learning Network (PLNET). The change in net AFG funding is \$26,655 higher in 2014/15 than 2013/14.

In order to address the government's concerns regarding school districts' utilization of AFG funds within the same year they are allocated, the Ministry of Education requires all school districts to fully spend their previous year's allocation by March 31 of the current fiscal year before drawing upon the new allocation. North Vancouver School District has spent the 2013/14 AFG allocation by March 31, 2014.

The School District has prepared the attached AFG expenditure plan for the 2014/15 Annual Facilities Grants submission in the format requested by the Ministry of Education. The capital component of AFG funding is treated like a major capital project whereby the School District initiates spending in accordance with the approved plan and then draws down capital funds from the Ministry through a "Certificate of Approval". School districts are unable to draw funds before they are needed.

Janson Ho, Director of Facilities and Planning, will be available to respond to Trustees' questions.

Attachments:

Ministry of Education – Capital Management Branch, Annual Facility Grant (AFG) Allocation 2014/15  
SD No. 44 Annual Facilities Grant (AFG) Expenditure Plan – April 1, 2014 – March 31, 2015  
SD No. 44 Capital Project Bylaw No. 126760

## Schedule ...B.1..... (continued)

Narration (continued):

### **RECOMMENDED MOTION:**

that School District No. 44 (North Vancouver) Capital Project Bylaw No. 126760 be read a first time.

that School District No. 44 (North Vancouver) Capital Project Bylaw No. 126760 be read a second time.

that School District No. 44 (North Vancouver) Capital Project Bylaw No. 126760 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.

**2014/15 Annual Facility Grant Allocation**

School District	Capital Project Number	2014/15 Total AFG	Capital Portion	Operating Portion	Withheld from Operating Portion		Net Capital Portion	Net Operating Portion	Total Allocation to Districts
					CAMS	PLNet			
5 Southeast Kootenay	126739	1,436,423	1,124,996	311,427	24,430	86,726	1,124,996	200,271	1,325,267
6 Rocky Mountain	126740	980,011	767,537	212,474	16,667	59,170	767,537	136,637	904,174
8 Kootenay Lake	126741	1,399,339	1,095,952	303,387	23,799	84,487	1,095,952	195,101	1,291,053
10 Arrow Lakes	126742	312,582	244,812	67,770	5,316	18,873	244,812	43,581	288,393
19 Revelstoke	126743	327,168	256,236	70,932	5,564	19,753	256,236	45,615	301,851
20 Kootenay-Columbia	126744	970,310	759,940	210,370	16,503	58,584	759,940	135,283	895,223
22 Vernon	126745	1,784,336	1,397,479	386,857	30,347	107,732	1,397,479	248,778	1,646,257
23 Central Okanagan	126746	3,930,688	3,078,486	852,202	66,851	237,321	3,078,486	548,030	3,626,516
27 Cariboo-Chilcotin	126747	1,560,304	1,222,019	338,285	26,537	94,206	1,222,019	217,542	1,439,561
28 Quesnel	126748	896,378	702,037	194,341	15,245	54,120	702,037	124,976	827,013
33 Chilliwack	126749	2,284,942	1,789,550	495,392	38,861	137,957	1,789,550	318,574	2,108,124
34 Abbotsford	126750	3,463,332	2,712,456	750,876	58,902	209,104	2,712,456	482,870	3,195,326
35 Langley	126751	3,404,297	2,666,220	738,077	57,898	205,539	2,666,220	474,640	3,140,860
36 Surrey	126752	11,821,971	9,258,881	2,563,090	201,061	713,768	9,258,881	1,648,261	10,907,142
37 Delta	126753	3,077,800	2,410,510	667,290	52,346	185,827	2,410,510	429,117	2,839,627
38 Richmond	126754	4,149,817	3,250,106	899,711	70,578	250,551	3,250,106	578,582	3,828,688
39 Vancouver	126755	11,201,126	8,772,640	2,428,486	190,503	676,284	8,772,640	1,561,699	10,334,339
40 New Westminster	126756	1,180,542	924,592	255,950	20,078	71,277	924,592	164,595	1,089,187
41 Burnaby	126757	4,659,318	3,649,144	1,010,174	79,243	281,313	3,649,144	649,618	4,298,762
42 Maple Ridge-Pitt Meadows	126758	2,590,090	2,028,539	561,551	44,051	156,380	2,028,539	361,120	2,389,659
43 Coquitlam	126759	5,703,822	4,467,191	1,236,631	97,007	344,376	4,467,191	795,248	5,262,439
44 North Vancouver	126760	3,134,503	2,454,920	679,583	53,310	189,250	2,454,920	437,023	2,891,943
45 West Vancouver	126761	1,338,252	1,048,109	290,143	22,760	80,799	1,048,109	186,584	1,234,693
46 Sunshine Coast	126762	983,925	770,603	213,322	16,734	59,406	770,603	137,182	907,785
47 Powell River	126763	615,266	481,872	133,394	10,464	37,148	481,872	85,782	567,654
48 Sea to Sky	126764	956,648	749,240	207,408	16,270	57,759	749,240	133,379	882,619
49 Central Coast	126765	301,761	236,337	65,424	5,132	18,219	236,337	42,073	278,410
50 Haida Gwaii	126766	552,504	432,717	119,787	9,397	33,358	432,717	77,032	509,749
51 Boundary	126767	567,315	444,317	122,998	9,649	34,252	444,317	79,097	523,414
52 Prince Rupert	126768	678,845	531,666	147,179	11,545	40,986	531,666	94,648	626,314
53 Okanagan Similkameen	126769	629,864	493,305	136,559	10,712	38,029	493,305	87,818	581,123
54 Bulkley Valley	126770	709,005	555,288	153,717	12,058	42,807	555,288	98,852	654,140
57 Prince George	126771	3,339,427	2,615,415	724,012	56,795	201,623	2,615,415	465,594	3,081,009
58 Nicola-Similkameen	126772	629,780	493,239	136,541	10,711	38,024	493,239	87,806	581,045
59 Peace River South	126773	1,430,107	1,120,049	310,058	24,322	86,345	1,120,049	199,391	1,319,440
60 Peace River North	126774	1,496,317	1,171,904	324,413	25,448	90,342	1,171,904	208,623	1,380,527
61 Greater Victoria	126775	4,055,452	3,176,200	879,252	68,973	244,854	3,176,200	565,425	3,741,625
62 Sooke	126776	1,685,758	1,320,273	365,485	28,670	101,780	1,320,273	235,035	1,555,308
63 Saanich	126777	1,530,603	1,198,757	331,846	26,032	92,412	1,198,757	213,402	1,412,159
64 Gulf Islands	126778	518,665	406,215	112,450	8,821	31,315	406,215	72,314	478,529
67 Okanagan Skaha	126779	1,343,680	1,052,360	291,320	22,853	81,127	1,052,360	187,340	1,239,700
68 Nanaimo-Ladysmith	126780	2,780,991	2,178,052	602,939	47,298	167,906	2,178,052	387,735	2,565,787
69 Qualicum	126781	997,728	781,413	216,315	16,969	60,239	781,413	139,107	920,520
70 Alberni	126782	1,059,920	830,122	229,798	18,027	63,994	830,122	147,777	977,899
71 Comox Valley	126783	1,753,896	1,373,638	380,258	29,829	105,894	1,373,638	244,535	1,618,173
72 Campbell River	126784	1,316,956	1,031,430	285,526	22,398	79,513	1,031,430	183,615	1,215,045
73 Kamloops/Thompson	126785	3,512,775	2,751,180	761,595	59,743	212,089	2,751,180	489,763	3,240,943
74 Gold Trail	126786	698,984	547,439	151,545	11,888	42,202	547,439	97,455	644,894
75 Mission	126787	1,248,812	978,060	270,752	21,239	75,399	978,060	174,114	1,152,174
78 Fraser-Cascade	126788	536,876	420,477	116,399	9,131	32,415	420,477	74,853	495,330
79 Cowichan Valley	126789	1,922,273	1,505,510	416,763	32,693	116,060	1,505,510	268,010	1,773,520
81 Fort Nelson	126790	323,381	253,270	70,111	5,500	19,525	253,270	45,086	298,356
82 Coast Mountains	126791	1,542,866	1,208,361	334,505	26,240	93,153	1,208,361	215,112	1,423,473
83 North Okanagan-Shuswap	126792	1,713,868	1,342,289	371,579	29,148	103,477	1,342,289	238,954	1,581,243
84 Vancouver Island West	126793	396,447	310,494	85,953	6,743	23,936	310,494	55,274	365,768
85 Vancouver Island North	126794	742,631	581,623	161,008	12,630	44,837	581,623	103,541	685,164
87 Stikine	126795	304,057	238,135	65,922	5,171	18,358	238,135	42,393	280,528
91 Nechako Lakes	126796	1,448,594	1,134,528	314,066	24,637	87,461	1,134,528	201,968	1,336,496
92 Nisga'a	126797	271,797	212,869	58,928	4,623	16,410	212,869	37,895	250,764
93 Conseil scolaire francophone	126798	1,390,462	1,089,000	301,462	23,648	83,951	1,089,000	193,863	1,282,863
<b>Provincial Total</b>		<b>117,595,587</b>	<b>92,100,000</b>	<b>25,495,587</b>	<b>2,000,000</b>	<b>7,100,000</b>	<b>92,100,000</b>	<b>16,395,587</b>	<b>108,495,587</b>

School District **44** North Vancouver

**Annual Facilities Grant EXPENDITURE PLAN**

Period: April 1, 2014 - March 31, 2015

Project	Facility	Cost Estimate	Comments	Is this a VFA Requirement
1 Roofing Upgrades	Handsworth	80,000	Area B (12) - Large Gym - TPO roof	Yes
2 Roofing Upgrades	Ross Road	180,000	Replace Tar & Gravel Roof at Areas F (8) and B (11)	Yes
3 Roofing Upgrades	Brooksbank	29,000	Restore damaged SBS roof at Section 2	Yes
4 Roofing Upgrades	Capilano	28,000	Replace Tar & Gravel Roof at Areas D (5)	Yes
5 Mechanical Upgrades	Argyle, Carson Graham	33,300	Implementation fo BC Hydro Continuous Optimization Studies	No
6 Mechanical Upgrades	District Wide	133,000	DDC Optimization Enhancements, HVAC Systems repairs & replacements	No
7 Mechanical Upgrades	Larson	94,000	CNCP - Boiler Replacement	No
8 Mechanical Upgrades	Carson Graham	55,000	Frequency Control Wiring & Radiator Modification	No
9 Mechanical Upgrades	Montroyal & Braemar	28,000	Replace radiator valves & actuators	No
10 Mechanical Upgrades	ESC	144,000	HVAC Modifications	No
11 Mechanical Upgrades	Carson Graham	15,000	Supplemental heat to block A	No
12 Electrical Upgrades	Argyle, Canyon Heights, Carson,	217,500	Lighting upgrades - LED and Induction Retrofits, Common Area Lighting Controls, Elect	Yes
13 Electrical Upgrades	Windsor	15,000	Parking Lot Lighting at Northwest Lot	No
14 Electrical Upgrades	Sutherland	20,000	Upgrade Corridor and Parking Lot Lighting controls	No
15 Electrical Upgrades	Cove Cliff & Upper Lynn	48,000	PA Controls (head end)replacement	Yes
16 Electrical Upgrades	OLS, Carson, ESC	45,000	Electrical Power Factor Adjustments	No
17 Facilities Upgrades	Montroyal	65,000	Building Enevelope/Window/Repairs/Replacement	Yes
18 Facilities Upgrades	Larson	25,000	Classroom Carpet Replacement with Sheet Marmoleum	Yes
19 Facilities Upgrades	Cleveland	25,000	Corridor Vinyl/Lino Replacement Program	Yes
20 Facilities Upgrades	Brooksbank, Seycove	20,000	Gym Floor Refinishing Program	No
21 Facilities Upgrades	Dorothy Lynas, Capilano, Larson,	40,000	Window Covering Replacement Program	No
22 Facilities Upgrades	Boundary	75,000	Boys and Girls Washroom Upgrade	No
23 Facilities Upgrades	Capilano	68,000	Gym, Classroom and Staff Interior Upgrade	No
24 Facilities Upgrades	Ross Road	5,000	Rehabilitate one portable	No
25 Facilities Upgrades	Westview	10,000	Structural floor upgrade in mechanical room	No
26 Facilities Upgrades	ESC	50,000	Traffic membrane for Parkade	No
27 Facilities Upgrades	Windsor	170,000	Renovation/Seismic Upgrade	No
28 Facilities Upgrades	Boundary	50,000	Upgrade to west wing washrooms; Sub floor repairs	No
29 Facilities Upgrades	Seycove	88,000	Gym restoration and upgrade	No
30 Facilities Upgrades	Handsworth	15,000	Refurbish with salvaged lockers	No
31 Facilities Upgrades	Cleveland	25,000	Replacement of handrails in corroded concrete	No
32 Facilities Upgrades	Carson Graham	5,000	Hanging of ceiling panels	No
33 Facilities Upgrades	Ross Road	350,000	Structural/Seismic upgrades	No
34 Facilities Upgrades	Mountainside	36,000	Exterior Wall Painting	No
35 Facilities Upgrades	Cove Cliff	3,000	Carpet Replacement in Admin. Offices	Yes
36 Loss Prevention	Seycove, Balmoral	10,000	Fire Safety Plan updates	No
37 Facilities Improvements	Carson Graham	30,000	Washroom upgrades	No
38 Facilities Improvements	Handsworth	25,000	Reinstatement of accessible lift in Special Ed washroom	No
39 Facilities Improvements	Brooksbank	10,000	Conversion of computer lab to classroom	No
40 Facilities Improvements	Brooksbank	32,000	Replacement of Entrance Doors	Yes
41 Facilities Improvements	Boundary	21,000	Reconfiguration of Administration Office/Medical Room	No
42 Painting	Norgate	90,000	Exterior Painting	No
43 Technology & Infrastructure	District Wide	10,000	Infrastructure modification for energy conservation	No
44 Site Upgrades	District Wide	152,000	Tree risk assessments & mitigation, playground upgrades, site safety	No
45 Site Upgrades	Windsor (West lot), Canyon Hts (N lot)	20,000	Asphalt Upgrades	Yes
46 Site Upgrades	Windsor	26,000	Fencing replacement by artificial field	No
47 Site Upgrades	Windsor	15,000	Replacement of Storm Line	No
48 Site Upgrades	Cheakamus Centre	16,000	Redrill Water Well for Portable Water	No
49 Asbestos Management	District Wide	110,000	Asbestos Abatement Program	No
50 Health & Safety	Seycove, Windsor, Argyle	35,000	Mechanical ventilation upgrade in Chemical Storage area	Yes
<b>EXPENDITURE PLAN TOTAL</b>		<b>\$ 2,891,800</b>		
<b>2014/15 NET AFG ALLOCATION (excluding CAMS &amp; PLNet)</b>		<b>\$ 2,891,943</b>		
<b>REMAINING AFG AVAILABLE</b>		<b>\$ 143</b>		

**School District No. 44 (North Vancouver)**

**ANNUAL FACILITIES GRANT  
CAPITAL BYLAW NO. 126760**

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

WHEREAS in accordance with provisions of the *School Act* the Minister of Education (hereinafter called the "Minister") has approved Capital Project No. 126760.

NOW THEREFORE the Board agrees to the following:

- (a) upon approval to proceed, commence the Project and proceed diligently and use its best efforts to complete the project substantially in accordance with the attached Project Agreement;
- (b) observe and comply with any rule, policy or regulation of the Minister as may be applicable to the Board or the Project; and,
- (c) maintain proper books of account, and other information and documents with respect to the affairs of the Project, as may be prescribed by the Minister.

NOW THEREFORE the Board enacts as follows:

- 1. The Capital Bylaw of the Board approved by the Minister and specifying a maximum expenditure of \$2,454,920 for Project No. 126760 is hereby adopted.
- 2. This Bylaw may be cited as "School District No. 44 (North Vancouver) Annual Facilities Grant Capital Bylaw No. 126760".

READ A FIRST TIME THE 22nd DAY OF APRIL 2014.

READ A SECOND TIME THE 22nd DAY OF APRIL 2014.

READ A THIRD TIME, PASSED AND ADOPTED THE 22nd DAY OF APRIL 2014.

(Corporate Seal)

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Secretary Treasurer

I HEREBY CERTIFY this to be a true and original School District No. 44 (North Vancouver) Capital Project Bylaw No. 126760, adopted by the Board the 22nd DAY OF APRIL 2014.

\_\_\_\_\_  
Secretary Treasurer



Schedule B.2  
of the  
Administrative Memorandum

Meeting Date: April 22, 2014  Board  Board, in camera

Topic (as per the Memorandum): **2014/15 Budget Consultation Update and Board Direction**

Narration:

At its January 21, 2014 Public Meeting, the Board of Education approved the budget process for the 2014/15 Preliminary budget. This process was considered appropriate given the Board's current financial position and the expectation that the Board will be faced with additional financial challenges in the 2014/15 fiscal year. The five partner groups (North Vancouver Parent Advisory Council [NVPAC], North Vancouver Teachers Association [NVTAs], Canadian Union of Public Employees [CUPE Local 389], School Administrators [NoVA], and District Student Leadership Council [DSLCC]) were invited to attend information sessions and participate in discussions about the 2014/15 Budget Priorities at the scheduled Finance and Facilities Standing Committee meetings. The three-year forecast has been utilized during the budget consultation process and was updated following the Ministry of Education's preliminary grant announcement on March 14, 2014.

At the March 11, 2014 Finance and Facilities Standing Committee meeting, a review and discussion of the budget priorities from the past three budget years occurred. Participants and interested individuals were asked to provide their suggestions for the 2014/15 budget priorities by completing an on-line survey that was available from March 11, 2014 through March 31, 2014. The survey was advertised on the School District website and through a School Connects announcement.

At the April 8, 2014 Finance and Facilities Standing Committee meeting, participants were provided with the survey results and the on-line comments. The attendees of the April 8<sup>th</sup> meeting were asked to discuss and provide further input for the allocation, on a percentage basis, of any available funding that may be achieved through efficiencies or additional revenues, in addition to the current 2013/14 base budget (Amended Budget). The Executive Committee considered the consultation input provided through this process and recommends that the Board of Education consider the application of resources generated through efficiencies or new revenue, as described in Appendix A. The Executive Committee further recommends options for the Board of Education to consider that would allow for cost savings and the reallocation of resources, such as changes to Summer School offerings. The Executive Committee will continue to look at generating revenues and capturing efficiencies to reduce expenses.

Attachments:

- Appendix A Finance & Facilities Standing Committee Partner Group Priorities – Collated Data with Executive recommendations
- Appendix B Program & Services Outside of Core K-12 Mandate Receiving Subsidization

## Schedule ...B.2.. (continued)

Narration (continued):

### **RECOMMENDED MOTION:**

that the Board approve the recommended allocation, of any new, or reallocated resources, on a priority basis, as described in Appendix A; and

that the Executive Committee continue to review the service delivery and program offerings for Summer School to target a break-even financial status by June 30, 2015.

**APPENDIX A**

**HISTORICAL BUDGET PRIORITIES**

<b>IDENTIFIED CATEGORIES</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Special Needs Supports	46.4%	27.5%	40.0%
Class Size & Composition	27.2%	40.0%	30.0%
Leadership & Instructional Support	7.1%	25.5%	10.0%
<b>Subtotal:</b>	<b>80.7%</b>	<b>93.0%</b>	<b>80.0%</b>
Succession, Growth, Health & Wellness			10.0%
Instruction Classroom Resources	5.7%		10.0%
September Start-up; Full Day Kindergarten	3.6%		
Additional Maintenance Staff	7.1%	7.0%	
General Support for K - 12	2.9%		
<b>Total:</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

**SURVEY RESULTS FOR 2014-15 BUDGET PRIORITIES  
AND EXECUTIVE RECOMMENDATIONS**

<b>IDENTIFIED CATEGORIES</b>	<b>SURVEY RESULTS</b>	<b>EXECUTIVE RECOMMENDATION</b>
Special Needs Supports	27.3%	30.0%
Class Size & Composition	23.8%	25.0%
Leadership, Instructional Support & Teaching Staff	14.0%	20.0%
<b>Subtotal:</b>	<b>65.1%</b>	<b>75.0%</b>
Succession, Growth, Health & Wellness	9.7%	10.0%
Instruction Classroom Resources	19.8%	15.0%
Other	5.4%	0.0%
<b>Total:</b>	<b>100.0%</b>	<b>100.0%</b>

The following comments are provided for a better understanding of the various categories and clarify how each category is expected to be impacted in the 2014-15 fiscal year.

“Special Needs Supports” and “Composition” will benefit from the \$389,000 increase in the Learning Improvement Fund to provide additional staffing supports in the classroom.

“Class Size” has already been addressed significantly in the past two school years and that effort will be maintained.

“Leadership, Instructional Support and Teaching Staff” offers opportunities for all Educators to build their capacity in areas of competency through a variety of innovative, educational approaches.

“Succession, Growth, Health & Wellness” continue with Human Resources best practices and employee development for all staff throughout the School District. Succession planning is closely tied to instructional support and the identification of Teacher Leaders throughout the School District.

“Instruction Classroom Resources” address the physical resources to meet the BC Education Plan and other resources needed in the classroom.

## APPENDIX B

### PROGRAM & SERVICES OUTSIDE OF CORE K-12 MANDATE RECEIVING SUBSIDIZATION

#### SUMMER SCHOOL

- Staffing is planned based upon registration, with classes proceeding only when enrolment is sufficient;
- Staffing costs are based upon Collective Agreement versus a Contractor rate per other school districts;
- 2013-14 Enrolment slightly higher in Grade K-7, lower in Grades 8-9, and steady in Grades 10-12.
  - 2013/14 Budget: (\$192,252) loss
  - 2013/14 Actual YTD: (\$ 24,362) loss (likely YE value; subject to adjustments)

OPERATING GRANT: SUMMER SCHOOL						
	2009	2010	2011	2012	2013	% Change
<b>K-2</b>	\$37,600	\$17,200	\$20,600	\$26,800	\$32,600	-13.3%
<b>3-7</b>	45,200	30,200	32,000	36,600	45,600	0.9%
<b>8-9</b>	113,200	36,700	36,000	25,800	31,200	-72.4%
<b>10-12</b>	211,400	201,600	216,200	99,000	196,000	-7.3%
<b>Total Grant</b>	<b>\$407,400</b>	<b>\$285,700</b>	<b>\$304,800</b>	<b>\$188,200</b>	<b>\$305,400</b>	<b>-25.0%</b>

SUMMER SCHOOL: STUDENT HEADCOUNT						
	2009	2010	2011	2012	2013	% Change
<b>K-2</b>	188	86	103	134	163	-13.3%
<b>3-7</b>	226	151	160	183	228	0.9%
<b>8-9</b>	277	267	241	219	156	-43.7%
<b>10-12</b>	569	549	601	489	490	-13.9%
<b>Total HC</b>	<b>1,260</b>	<b>1,053</b>	<b>1,105</b>	<b>1,025</b>	<b>1,037</b>	<b>-17.7%</b>

SUMMER SCHOOL: STUDENT FTE						
	2009	2010	2011	2012	2013	% Change
<b>K-2</b>	188.00	78.00	103.00	134.00	163.00	-13.3%
<b>3-7</b>	226.00	151.00	160.00	183.00	228.00	0.9%
<b>8-9</b>	35.38	22.94	22.50	16.13	9.88	-72.1%
<b>10-12</b>	66.06	63.00	67.56	30.94	30.75	-53.5%
<b>Total FTE</b>	<b>515.44</b>	<b>314.94</b>	<b>353.06</b>	<b>364.06</b>	<b>431.63</b>	<b>-16.3%</b>

The Ministry of Education Grant provides funding for Summer Learning courses that align with the provincial curriculum as follows:

- Grades 1 – 9: \$200 per student (headcount) with minimum of 40 hours of instruction
- Grades 10 – 12: \$200 per course with minimum of 40 hours of instruction
- Grades 10 – 12: \$400 per course for four-credit courses that meet learning outcomes

International Summer School fee paying students generated revenue over the past five years:  
 2009: \$87,514 / 2010: \$116,895 / 2011: \$136,150 / 2012: \$114,500 / 2013: \$91,885

Schedule B.3.  
of the  
Administrative Memorandum

Meeting Date:           April 22, 2014            Board                    Board, in camera

Topic (as per the  
Memorandum):           **Plymouth School Tenure Bylaw 2014**

**Narration:**

In October 2013, the School District issued a Request for Proposals for the disposition of the former Plymouth Elementary School lands. The School District was seeking interested parties to purchase the site, to enter into a prepaid long-term lease (of 60 to 99 years), or enter into a short-term lease of the property and the existing buildings for up to ten years. The School District evaluated the responses and selected Lions Gate Christian Academy as the lead proponent. A Letter of Intent was signed by the two parties on February 7, 2014. The Letter of Intent provided for a 90 day due diligence period where both Lions Gate Christian Academy and the School District could gain a better understanding of the opportunity, as well as work toward a lease agreement by May 1, 2014.

Lions Gate Christian Academy (LGCA) has been working through the District of North Vancouver's rezoning application process, with the School District's authorization, to allow LGCA to relocate their modular school and gymnasium to the Plymouth site prior to September 1, 2014. LGCA has accepted all risks associated with obtaining the required permitting and for the positioning of the modular on the site. If LGCA is unable to obtain the required approvals from the District of North Vancouver, after making reasonable efforts, they have the right to terminate the lease with at least one month's notice in the first year. Further, LGCA has a critical requirement to begin the necessary site preparation by May 1<sup>st</sup> in order for the opportunity to be viable and their school to be operational for a September opening.

The proposed lease agreement for an annual rate of \$350,000, gives Lions Gate Christian Academy occupancy of the Plymouth site for a period of 10 years commencing August 1, 2014.

The lease terms and conditions are attached to the bylaw.

**Attachments:**

School District No. 44 (North Vancouver) Plymouth School Tenure Bylaw 2014  
DRAFT - Lease Between The Board of Education of School District No. 44 (North Vancouver)  
and Lions Gate Christian Academy Association

## Schedule ...B.3.... (continued)

Narration (continued)

### **RECOMMENDED MOTION:**

that School District No. 44 (North Vancouver) Plymouth School Tenure Bylaw 2014 be read a first time;

that School District No. 44 (North Vancouver) Plymouth School Tenure Bylaw 2014 be read a second time.

that School District No. 44 (North Vancouver) Plymouth School Tenure Bylaw 2014 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 PLYMOUTH SCHOOL TENURE BYLAW 2014**

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 Lions Gate Christian Academy Association (the "Tenure") for the school building and land owned by the Board known and described as:

PID: 008-702-306  
District Lots 469 and 580

Lot 77 Block W  
Plan 13272

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 Plymouth School Tenure Bylaw 2014".

Read a first time this 22nd day of April 2014.

Taken as read a second time this 22nd day of April 2014.

Upon unanimous agreement by the Board of Education to read the bylaw a third time on April 22, 2014, as required by the School Act, taken as read a third time, finally passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Corporate Seal

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Secretary Treasurer

I HEREBY CERTIFY this to be a true original of School District No. 44 North Vancouver Plymouth School Tenure Bylaw 2014, adopted by the Board the \_\_\_\_ day of \_\_\_\_ 2014.

\_\_\_\_\_  
Secretary Treasurer



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## LEASE

(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 Landlord and the Tenant (collectively, the “**Parties**” and individually, a “**Party**”) of certain premises consisting of the lands more particularly described on Schedule A attached hereto (the “**Lands**”), including the building (the “**Building**”) and improvements located thereon (collectively, the “**Premises**”), having an address of 919 Tollcross Road, North Vancouver, B.C., and known as the PLYMOUTH ELEMENTARY SCHOOL, 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: May 1, 2014
- (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: LIONS GATE CHRISTIAN ACADEMY ASSOCIATION
- (5) Address of Tenant: 919 Tollcross Road, North Vancouver, B.C., V7H 2G3
- (6) Tenant’s Trade Name and Style: Lions Gate Christian Academy
- (7) Lease Term: Ten Years, ending on July 31, 2024, subject to early termination in accordance with the provisions of this Lease (the “**Term**”)
- (8) Commencement Date of Term: August 1, 2014
- (9) Fixturing Period (if any): May 1, 2014 to July 31, 2014
- (10) Premises: The Lands at 919 Tollcross Road, North Vancouver, B.C., described in Schedule A attached hereto, including the Building and improvements
- (11) Permitted Use of the Premises: Operation of an “independent school” as defined in the B.C. *Independent School Act* [RSBC 1996] Chapter 216, as amended, and such other uses as may be approved in advance in writing by the Landlord, in the Landlord’s absolute discretion
- (12) Monthly Rent: \$29,166.67 plus GST
- (13) Security Deposit: \$58,333.33 plus GST (the “**Security Deposit**”)

## **ARTICLE 2 - PREMISES AND TERM**

### **2.1 Demise of Premises:**

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

### **2.2 Area of Premises:**

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

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

The Tenant shall, at the expiration or sooner determination of the Term or any renewal, peaceably surrender and yield up to the Landlord the Premises with, subject to section 9.13, the appurtenances and all fixtures or erections which at any time during the Term or any renewal shall be made therein or thereon in good and substantial repair and condition, and shall deliver to the Landlord all keys to the Premises which the Tenant has in its possession.

### **2.4 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.

## **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; and
- (b) all additional rent or payments as provided in this Lease.

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

### **3.2 Rent Payments:**

The payment of the Rent shall be made to the Landlord by the Tenant at the Landlord's designated office or at such other place as the Landlord may from time to time designate in writing. The payments of the Monthly Rent shall be made in 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 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(13) shall be paid by the Tenant to the Landlord forthwith upon the execution of this Lease. One half of the Security Deposit shall be applied by the Landlord to the first month's rent, and the balance may be applied from time to time by the Landlord in satisfaction of any amounts payable by the Tenant under this Lease. If so applied, the Tenant will restore the Security Deposit to one half 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 Royal Bank of Canada (herein called the "Bank") as being the prime commercial lending rate (now commonly known as the Bank's "Prime Rate") charged by the Bank for demand loans in Canadian funds made at the main branch of the Bank in Vancouver, British Columbia (and if at any time there is more than one prime commercial lending rate of the Bank then the Prime Interest Rate shall be the highest prime commercial lending rate of the Bank). If the Prime Interest Rate changes, and so often as the same occurs at any time until the monies owing hereunder have been paid in full, the rate of interest charged under this Lease shall change on the same day and in the same amount as the Prime Interest Rate changed. It is further understood and agreed that there shall be no reduction in the Prime Interest Rate in the event that the Prime Interest Rate is calculated by the Bank on a basis other than a monthly basis as provided in this Lease.

### **3.5 Late Payment Processing Fee:**

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

### **3.6 Evidence of Payments:**

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

### **3.7 Additional Rent:**

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

## **ARTICLE 4 - GENERAL COVENANTS**

### **4.1 Covenants of Landlord:**

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

### **4.2 Covenants of Tenant:**

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

## **ARTICLE 5 - BUSINESS AND USE**

### **5.1 Permitted Use:**

The Tenant shall not use the Premises nor allow the Premises to be used for any purpose other than that provided in section 1.1(11). In addition, with the Landlord's prior written consent, not to be unreasonably withheld, the Tenant may permit non-profit community groups to occupy portions of the Premises pursuant to written license agreements in such form and on such terms as may be required by the Landlord in the Landlord's discretion.

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

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

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

### **5.3 No Nuisance:**

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

### **5.4 Compliance with Laws:**

The Tenant shall comply promptly at its own expense with all laws, by-laws, ordinances, regulations, requirements and recommendations which may be applicable to the Tenant or to the manner of use of the Premises, of any and all federal, provincial, civic, municipal and other authorities including the Landlord, or association of insurance underwriters or agents, and all notices in pursuance of same and whether served upon the Landlord or the Tenant. Without limiting the foregoing:

- (a) The Tenant acknowledges that the Tobacco Control Act prohibits the use of tobacco and smoking (the “**Smoking Ban**”), and the Landlord prohibits the consumption of alcohol (the “**Drinking Ban**”), in all school district buildings and on all school district lands, and the Tenant agrees that during the Term and while the Tenant remains in occupancy of the Premises, the Tenant will comply with the Smoking Ban and the Drinking Ban and will use its best efforts to enforce the Smoking Ban and the Drinking Ban in the Premises and on and about the Lands.
- (b) The Tenant acknowledges that asbestos may be present in the Premises, and that in accordance with the Occupational Health and Safety Regulation (the “**Regulation**”), the Tenant is responsible for complying, and ensuring that all its staff and invitees comply, with the Regulation. Without limitation, the Tenant shall not disturb any structural materials in the Premises, such as by drilling or nailing holes to hang pictures, except in compliance with the Regulation.
- (c) The Tenant shall obtain all approvals or permits necessary for its use or occupation of the Premises and for any work to be done on the Premises, and acknowledges that 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 limitation, the Tenant must comply with any and all rezoning requirements relating to the Tenant’s proposed use of the Premises. The Tenant may not submit a rezoning application without the prior written approval of the Landlord, in the Landlord’s absolute discretion. The Landlord will co-operate reasonably with the Tenant in respect of an approved application, but the Tenant shall bear all risks and expense associated with any rezoning including, without limitation, the cost of ongoing compliance with any rezoning requirements, which obligation shall survive the expiry or termination of this Lease.
- (d) The Tenant shall comply with any and all municipal requirements for community consultation relating to the Tenant’s proposed use of the Premises. The Landlord will co-operate reasonably as may be required by the municipality in such consultation, but the Tenant shall bear all risks and expenses associated with the consultation process.

**5.5 Signs:**

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

**5.6 Business Name:**

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

**ARTICLE 6 - TAXES**

**6.1 Taxes Payable by Tenant:**

The Tenant shall pay when due all Taxes payable in respect of the Premises, if any. Without limiting the foregoing, the Tenant shall pay when due all goods and services taxes, harmonized sales taxes, value added taxes and 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 or other taxes (if any) from time to time levied in respect of the Tenant's use or occupancy of the Premises, including penalties for late payment thereof. The Tenant shall pay when due all business licence fees and all other taxes and charges (if any) levied or assessed in respect of the use or occupancy of the Premises by the Tenant or the equipment, machinery, or fixtures brought therein or belonging to the Tenant, or to anyone occupying the Premises with the Tenant's consent, including penalties for late payment thereof.

## **ARTICLE 7 - EXPENSES AND TAXES**

### **7.1 Expenses and Taxes:**

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

### **7.2 Annual Adjustment:**

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

### **7.3 Utilities:**

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

### **7.4 Net Lease:**

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

## **ARTICLE 8 - HEATING, VENTILATING AND AIR-CONDITIONING**

### **8.1 Heating, Ventilation and Cooling:**

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 heating, ventilating and air conditioning system within the Premises.

## **8.2 Tenant's Covenants Respecting Heating and Cooling:**

The Tenant covenants that any portion of the heating, ventilating and air conditioning system in, and for the exclusive use of, the Premises shall always be in good repair and operating order and shall always be capable of maintaining any design criteria therefor as established by the Landlord from time to time. The Tenant shall operate all such portions of the heating, ventilating and air conditioning system to the satisfaction of the Landlord. The Tenant covenants that it will maintain the temperature in the Premises at a reasonable standard of comfort at all times when the Premises are open for business.

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

### **9.1 Care and Repair of Premises:**

The Landlord will at its own risk and expense repair or replace the roof of the Building during the Term, as and when the Landlord considers necessary, in the Landlord's discretion. The Tenant acknowledges and agrees that the Premises are otherwise being leased to the Tenant on an "as is" basis, and the Tenant shall at all times during the Term and any renewal at its own cost repair and maintain in a safe, lawful, clean and sanitary condition, the Premises including appurtenances, fixtures, doors, frames, glass, walls, floors, ceilings, sprinklers, heating, ventilating and air-conditioning equipment, plumbing including the free flow of the sewer and all equipment and fixtures now or hereafter installed in the Premises, such repairs and maintenance to be executed as necessary, or as reasonably required by the Landlord. Without limiting the foregoing, the Tenant shall be responsible for all cleaning and custodial work, pest control and snow removal. Only qualified contractors selected by the Landlord or selected by the Tenant and approved by the Landlord, such approval not to be unreasonably withheld, shall execute work on plumbing, electrical and other mechanical systems, and the Tenant shall reimburse the Landlord for the cost of such works done by the Landlord's contractors as and when required by the Landlord.

### **9.2 Light Fixtures:**

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

### **9.3 Glass:**

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

### **9.4 Inspection for Repairs:**

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

### **9.5 Alterations:**

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

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

**9.6 Fixturing Period:**

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

**9.7 Landlord's Right to Inspect and Display Sign:**

Any person or persons may inspect the Premises and all parts thereof at all reasonable times on producing a written order to that effect signed by the Landlord or its agents. The Landlord shall have the right during the last six 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 or sale. The Tenant will not remove, alter or obscure such notice or permit the same to be removed, altered or obscured.

**9.8 Liens:**

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

**9.9 Window Coverings:**

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

**9.10 Overloading Services:**

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

**9.11 Cleaning on Termination:**

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

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

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

**9.13 Removal of Fixtures:**

All fixtures, changes, alterations, additions, repairs, improvements and decorations made to or installed in the Premises other than any portable buildings moved onto the Premises by the Tenant, and any unattached moveable trade fixtures, shall become the property of the Landlord on such making or installation. Subject to section 9.12 hereof and provided the Tenant is not in default of any of its covenants under this Lease, then the Tenant may at or prior to the expiration of the Term or any renewal hereby granted, take, remove and carry away from the Premises any portable buildings moved onto the Premises by the Tenant, and all fixtures, fittings, shelving, counters or other articles upon the Premises in the nature of tenants' trade fixtures. The Tenant shall in such removal do no damage to the Premises, or shall make good any such damage. The Tenant shall not remove or carry away from the Premises any plumbing, heating, air conditioning or ventilating plant or equipment servicing the Building, or any other Building services. The Landlord shall have the right upon the termination of this Lease by effluxion of time or otherwise to require the Tenant to remove any portable buildings, installations, alterations, additions, partitions and fixtures or anything in the nature of leasehold 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.

**9.14 Damage to Building by Tenant:**

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

**9.15 Damage or Destruction of Premises or Building:**

If all or any portion of the Building shall be damaged by reason of any cause other than as described in section 9.14 to such an extent that the Premises or a substantial portion thereof are not suitable for use by the Tenant, and if the Tenant does not elect to repair the damage at the Tenant's sole risk and expense, then either the Tenant or the Landlord may terminate this Lease upon thirty days' written notice to the other Party. The Tenant shall thereupon immediately surrender the Premises and this Lease to the Landlord and Rent shall be apportioned to the date of such termination. The Landlord shall not in any circumstances be required to repair, restore or rebuild the Premises.

**9.16 Examination of Premises:**

The Tenant will examine the Premises and the Building before taking possession under this Lease. Such taking of possession will be, in the absence of agreement in writing to the contrary, conclusive evidence as against the Tenant that at the time thereof the Premises and the Building were in good order and satisfactory condition, acceptable to the Tenant. No promise of the Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by the Landlord except as may be expressly stated herein.

**9.17 Landlord's Projects and Rights to Do Work:**

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

- (a) use, install, maintain and repair pipes, wires, ducts or other installations in, under or through the Premises for or in connection with the supply of any services to the Premises or any other premises in the Building, such services to include, without limiting the generality of the foregoing, gas, electricity, water, sanitation, telephone, heating, air-conditioning and ventilation;
- (b) 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, (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;
- (c) 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
- (d) temporarily obstruct or close off any Building or any parts thereof for the purpose of maintenance, repair or construction or for any purpose specified above.

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

**9.18 Notice of Accidents and Defects:**

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

**9.19 Termination Rights:**

Notwithstanding anything herein contained, the Tenant shall have the right in its discretion to terminate this Lease:

- (a) at any time during the first Lease Year, on at least one month's written notice to the Landlord specifying the effective date of termination; and
- (b) at any time after the first Lease Year, on at least one year's written notice to the Landlord specifying the effective date of termination.

In either case, the Tenant shall vacate and fully restore the Premises on or before the effective date of termination.

## **ARTICLE 10 - INSURANCE AND LIABILITY**

### **10.1 Tenant Insurance:**

The Tenant covenants and agrees with the Landlord to maintain the following insurance coverage throughout the Term:

- (a) All risk property and boiler and machinery insurance, if applicable, in respect of the Tenant's inventory and stock in trade, furniture and fixtures and any other property of the Tenant in or forming part of the Premises (fixed improvements) to the full replacement cost value thereof. The policy shall contain a waiver of the insurer's rights of subrogation against the Landlord and name the Landlord as loss payee with respect to its interest in the fixed improvements (the Landlord agrees to make available such proceeds towards the repair or replacement of the insured property if this Lease is not terminated pursuant to any other provision hereof).
- (b) General liability insurance including bodily injury, and property damage on an occurrence basis with respect to the business carried on or in or from the Premises and Tenant's use and occupancy thereof. The limit of such insurance shall be for not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence or such higher limits as may be required by the Landlord from time to time. This insurance shall name the Landlord as an additional insured, and shall include a cross liability clause and tenant's legal liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00).
- (c) Such other insurance of the Premises and business conducted as would be carried by a prudent operator of premises similar in use, type and location.

If the Tenant does not provide or maintain in force such insurance, the Landlord may take out the necessary insurance and pay the premium therefor. The Tenant shall pay to the Landlord as additional rental the amount of such premium immediately on demand. If 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 Insurance Certificates:**

The Tenant shall obtain and provide to the Landlord prior to occupying the Premises insurance certificates issued by the insurer or insurance broker of the Tenant containing the following information:

- (a) Name of insurance company and the binder or policy number.
- (b) Name and address of the Insured (user group).
- (c) Policy period (covering at least the period the Lease is in place).
- (d) Description of coverage.
- (e) Policy limits.
- (f) Description of insured operations and location(s).
- (g) Signature of authorized representative and date.

### **10.3 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 or the Lands are insured or which may cause any increase in premium to be paid in respect of any such policy. In the event that any policy is cancelled or threatened to be cancelled by reason of any act or omission of the Tenant, the Landlord shall, in addition to any other remedies under this Lease or otherwise available to the Landlord, have the right at its option to terminate this Lease forthwith by giving notice of termination to the Tenant. In the event that the premium to be paid in respect of any such policy is increased by any act or omission of the Tenant, including the use of the Premises for the purposes for which they are leased in this Lease, the Tenant shall immediately pay to the Landlord the amount by which the premium shall be so increased.

### **10.4 Indemnity to Landlord:**

The Tenant shall indemnify and save harmless the Landlord and its trustees, officers, 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; and
- (c) any injury to any licensee, invitee, agent or employee of the Tenant, or any other person for whom the Tenant is in law responsible, including death resulting at any time therefrom, and any damage to any property of such person, occurring in or about the Premises or on the Lands;

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

### **10.5 Interruption of Utilities:**

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

### **10.6 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.

### **10.7 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 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 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 or for any other loss whatsoever with respect to the Premises or any business carried on therein.

**10.8 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, in case of emergency or on ten days' notice to the Tenant, perform or cause to be performed any of such obligations or any part thereof. For such purpose the Landlord may do such things as may be required and may enter upon the Premises to do such things. All expenses incurred and expenditures made by or on behalf of the Landlord shall be forthwith paid by the Tenant to the Landlord. If the Tenant fails to pay the same the Landlord may add the same to the Rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears. If the Landlord commences or completes, or causes to be commenced or completed, the performance of any of such covenants or obligations or any part thereof, the Landlord shall not be obligated to complete or cause to be completed such performance or be later obligated to act in like manner. In addition to the costs and expenses incurred by the Landlord, the Tenant shall pay to the Landlord an administration charge equal to fifteen percent of the expenses and disbursements made or incurred by the Landlord.

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

**11.3 Re-Entry on Default:**

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



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

#### **11.4 Bankruptcy or Execution:**

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

#### **11.5 Sale and Reletting:**

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

#### **11.6 Termination:**

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

which the Tenant is liable under this Lease shall be paid and the Tenant shall forthwith deliver up possession of the Premises to the Landlord and the Landlord may re-enter and take possession of the same.

**11.7 Landlord's Expenses Enforcing Lease:**

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

**11.8 No Waivers:**

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

**ARTICLE 12 - ASSIGNMENTS, TRANSFERS AND OTHER ENCUMBRANCES**

**12.1 Assignment or Subletting:**

Except with the prior written consent of the Landlord, which may be withheld in the Landlord's absolute discretion, the Tenant shall not transfer, assign, sell or mortgage any of its estate, interest or rights under this Lease nor sublease the whole or any part of the Premises nor grant any concession, franchise or license or right of occupancy within or with respect to the Premises to any person (any transfer, assignment, sale, mortgage, sublease, grant of concession, franchise, licence or right of occupancy is herein called a "Disposition"). 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 unauthorized assignment of this Lease and the Lease shall terminate immediately. The Tenant shall not permit any business to be operated in or from the Premises by any concessionaire, franchisee, licensee or any other person without the prior written consent of the Landlord which may be withheld or granted on conditions.

**12.2 Termination on Attempted or Actual Disposition:**

If the Tenant effects or attempts to effect an unauthorized Disposition, then without any action on the part of the Landlord this Lease will immediately terminate and the Tenant shall surrender to the Landlord vacant possession of the Premises.

**12.3 Subordination:**

This Lease is and shall be subject, subordinate and postponed to all easements, easement and indemnity agreements, rights of way, covenants, restrictive covenants, equitable charges or similar charges (herein collectively called the "Development Charges") which may now or hereafter charge or affect the Lands or such leases and the parcels of leasehold land thereby demised and to all renewals, modifications, consolidations, replacements and extensions of such Development Charges, to the intent that, without execution of any document other than this Lease, such Development Charges and all renewals, modifications, consolidations, replacements and extensions thereof shall have priority over this Lease notwithstanding the respective dates of execution or registration thereof and notwithstanding the provisions of this paragraph which follow. Without limiting the generality of the foregoing, the

Tenant agrees to execute promptly any document in confirmation of such subordination, postponement and priority that the Landlord may request. The Tenant hereby irrevocably constitutes and appoints the Landlord the agent and attorney of the Tenant for the purpose of executing any such document and of making application in the name of the Tenant at any time and from time to time to register postponements of this Lease in favour of any such Development Charges or any renewal, modification, consolidation, replacement or extension of any such Development Charges in order to give effect to the foregoing provisions.

#### **12.4 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 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, but the Landlord shall indemnify the Tenant for any liability resulting from a false statement made by the Landlord in any such certificate or certificates.

#### **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 for 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 currently situate on the Lands as altered, expanded or reduced from time to time, together with such additional building as may at any time hereafter be added to the Lands;
- (b) "Expenses" shall mean and include all expenses in connection with the operation and maintenance of the Building and Lands and without restricting the generality of the foregoing shall include repairs and replacement to and maintenance of the operation of the Building, fuel and operating expenses incurred in providing hot and cold water, and in heating, ventilating and air-conditioning, elevator service, electric power and all other utilities supplied to the Premises, the costs of painting and otherwise maintaining the interior and exterior of the Building, the costs of snow removal, landscape maintenance, repaving, refuse removal, the costs of repairing and maintaining the roof of each Building, all insurance expenses and premiums paid or incurred by the Landlord for insurance against physical loss or damage to the Building, the boiler, pressure vessels, air-conditioning equipment and other equipment in the Building, 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. Expenses shall include all goods and services taxes, social services taxes, harmonized sales taxes, value added taxes and similar taxes and charges that may be imposed or assessed in respect of any of the foregoing and any capital taxes which may in the future apply to the Building; provided however that Expenses shall not include interest on debt, capital retirement of debt or income taxes of the Landlord;

- (c) “Expenses and Taxes” shall mean the aggregate of the Expenses and the Taxes;
- (d) “Landlord” means the Landlord specified in section 1.1(2) and its successors and assigns;
- (e) “Lands” shall mean the lands described in Schedule A;
- (f) “Lease Year” shall mean a twelve month period commencing on the first day of August in any calendar year and ending on the last day of July in the following calendar year provided that the last Lease Year shall commence on the first day of August of the calendar year immediately preceding the calendar year in which the Term expires and end upon the expiry of the Term;
- (g) “Monthly Rent” means the Monthly Rent specified in section 1.1(12);
- (h) “Premises” means the premises described in Schedule A;
- (i) “Taxes” means the aggregate of all property taxes, local improvements or similar rates, duties, assessments or charges, municipal realty taxes, water taxes, school taxes, local improvement taxes, special area levies, goods and services taxes, social services taxes, harmonized sales taxes, value added taxes, 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 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;
- (j) “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;
- (k) “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), unless sooner terminated in accordance with the provisions of this Lease.

### **13.2 No Representation By Landlord:**

There is no promise, representation or undertaking by or binding upon the Landlord with respect to the condition or 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 Building and the Lands, its fitness and suitability for the Tenant’s purposes, or the applicable zoning and other bylaws. This Lease constitutes the entire agreement between the Landlord and Tenant relating to the subject matter hereof. This Lease may be amended only by an agreement in writing signed by the Parties hereto. Neither Party is bound by any representations, warranties, promises, agreements or inducements not embodied herein, all of which, if any, are superseded by this Lease.

### **13.3 Notices:**

Any notice, demand, request, consent or objection (herein collectively called a "Notice") 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 in accordance with this section. A Notice 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 a Notice, a mail strike, slow down or other labour dispute which might affect delivery of a Notice then such Notice shall only be effective if actually delivered.

### **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 employee, agent or representative of the Landlord, unless specifically authorized in writing by the Landlord, is not authorized to amend this Lease and any such unauthorized alteration, amendment or qualification 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 real estate 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 are not 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 expropriated by an authority having the power for such expropriation then the Term and any renewal shall cease from the date of entry by such authority. If only a portion of the Building or the Lands shall be expropriated, then the Tenant may terminate this Lease, but if the Tenant elects not to terminate this Lease then notwithstanding any such partial expropriation the Rent due and payable by the Tenant shall not be reduced. In any event, however, and whether all or only a portion of the Premises shall be expropriated, 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 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.

**13.10 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.

**13.11 No Partnership:**

Nothing contained in this Lease nor any of the acts of the Parties hereto shall be deemed to create any relationship of partnership, joint venture or agency, nor any other relationship between the Parties hereto, other than the relationship of Landlord and Tenant.

**13.12 Time of the Essence:**

Time shall be of the essence of this Lease.

**13.13 Dispute Resolution:**

The Parties shall make good faith efforts to resolve any disputes arising under this Lease by agreement. Either Party may refer any dispute regarding the interpretation of this Lease to a single arbitrator appointed by agreement between the Parties. If the Parties fail to agree on an arbitrator within thirty days after one has been proposed by either Party, then the arbitrator shall be appointed by the British Columbia International Commercial Arbitration Centre (the "BCICAC"). The arbitration shall be conducted in the English language in North Vancouver, British Columbia, in accordance with the BCICAC's Domestic Commercial Arbitration Rules of Procedure. This section 13.13 shall not prevent either Party from seeking or obtaining injunctive or other equitable relief from a court of competent jurisdiction, regardless of whether an arbitration process is pending.

**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.

DULY EXECUTED AND DELIVERED ON BEHALF )  
OF THE BOARD OF EDUCATION OF SCHOOL )  
DISTRICT NO. 44 (NORTH VANCOUVER) )  
by its authorized signatory: )  
)  
)  
)  
\_\_\_\_\_)  
GEORGIA ALLISON, SECRETARY-TREASURER )

THE CORPORATE SEAL of LIONS GATE )  
CHRISTIAN ACADEMY SOCIETY )  
was hereunto affixed in the presence of its duly )  
authorized signatory: )  
 )  
 )  
 )  
 )  
 )

c/s

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A  
PREMISES**

THE PREMISES CONSIST OF THE LANDS  
HAVING THE FOLLOWING LEGAL DESCRIPTION:

PARCEL IDENTIFIER: 008-702-306  
LOT 77 BLOCK W  
DISTRICT LOTS 469 AND 580  
PLAN 13272

AND THE BUILDING AND IMPROVEMENTS LOCATED THEREON.



Schedule C.1  
of the  
Administrative Memorandum

Meeting Date: April 22, 2014  Board  Board, in camera

Topic (as per the Memorandum): **Land, Learning and Livability Community Engagement - Update**

Narration:

In the fall of 2010, the Board of Education began a process towards the development of a long-term land management initiative that culminated in the Board's approval of the *Surplus Land Retention and Disposition Strategy* at its Public Meeting on February 22, 2011.

The Board approved its *Community Engagement Principles, Goals and Decision-Making Framework* at its Public Meeting on February 21, 2012. Over the following four months, the Board engaged in its *Land, Learning and Livability*, a comprehensive series of community engagement and consultation events and processes, which included advertisements, chat and public dialogue sessions, regular website and blog updates, workshops, meetings, conversations, an open house and an on-line survey.

A key outcome of the *Land, Learning and Livability* community engagement and consultation processes was the identification of the next steps to facilitate the Board of Education's decision making, either on a per property basis or as groups of properties. The Board provided direction to the North Vancouver School District's Executive Committee to proceed with a series of recommendations to continue to advance the Surplus Land Strategy.

At the Public Board Meeting of September 18, 2012, the Board reviewed and adopted the revised land management *Guiding Principles* that incorporated the key themes identified through the community engagement and consultation process and additional input provided at a Trustee Seminar in September 2012.

At the Public Board Meeting of October 23, 2012, the Board received a report from the Executive Committee regarding Priority Educational Needs, identified through engagement with the Partner Groups. A breadth of needs was identified by the Partner Groups that could be partially addressed through proceeds generated through School District lands.

At the Public Board Meeting of December 11, 2012, the Board received a preliminary report from the Executive Committee on the concept of a Land or Community Trust. The report identified the need for further research and the need to engage the Ministry of Education in discussion related to the potential application of a Land or Community Trust for School District properties.

Based on the Board's adoption of recommendations at its June 19, 2012 Public Board Meeting, the Board proceeded with a Request for Proposals for Monteray, Plymouth Elementary, Ridgeway Annex and Keith Lynn with a closing date of September 30, 2012.

## Schedule ...C.1..... (continued)

### Narration (continued):

Regular updates are being provided through the School District website, through e-mail distribution and at the Public Board Meetings to help keep the public informed of the Board's progress in relation to the identified surplus school sites.

In September 2013, the Board entered into a Purchase and Sales Agreement with Anthem Properties for the redevelopment of the former Ridgeway Annex site. In October 2013, a *Land, Learning and Livability Community Consultation Update* was published to the School District's website. This update provides a status report on all properties identified as surplus and the main activities of the Board since the spring of 2012 to advance the School District's land management strategy up until October 1, 2013.

<http://www.sd44.ca/Board/LandLearningLivability/Documents/LandLearningLivabilityUpdate20131001.pdf>

In November 2013, the Board entered into a Purchase and Sales Agreement with Morningstar Development for the redevelopment of the former Monterey School site. The Board also proceeded with the selection of DIALOG Design to provide Land Management Planning services for the Lucas Centre and the former Cloverley School and site. Requests for Proposals for the re-use and/or redevelopment of the former Plymouth School and site were also received during the month of November.

In January 2014, the Board identified Lions Gate Christian Academy as the lead proponent for the re-use of Plymouth School, subsequently entering into agreement through a Letter of Intent for the negotiation of a lease agreement. Lease negotiations have proceeded well and will now enable the Board to give consideration to a lease agreement with Lions Gate Christian Academy.

Initial stakeholder meetings were facilitated by DIALOG Design for the Lucas and Cloverley sites in late January, and were followed by Open Houses at each of these locations in February. A second round of stakeholder meetings and Open Houses were held in April, providing additional opportunities for input from the community. The input received at the stakeholder meetings and Open Houses at both Lucas and Cloverley have contributed to a refinement of the concepts and ideas developed to date for each site. DIALOG will be preparing a report from the Open Houses that will be posted to the school district website, along with the display panels.

John Lewis, Superintendent of Schools, will present the attached *Land, Learning, Livability Community Engagement Update* that highlights the community engagement process being lead by DIALOG Design related to the Cloverley and Lucas sites, and status reports for the Plymouth, Monterey and Ridgeway Annex sites. Additional information regarding our pursuit of a full replacement project for Argyle Secondary School will also be provided.

### Attachment:

Land, Learning and Livability Community Engagement Update 140422

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## Land, Learning and Livability Community Engagement Update 140422

### Lucas Centre and Cloverley School and site

The second set of public Open Houses were both held on April 15 at the Lucas Centre and at Cloverley School. Approximately 175 people attended the Open House at Lucas, and approximately 150 people attended the Open House at Cloverley.

A great deal of input was gathered at each of the Open Houses as the meeting participants provided their comments and suggestions for the future of each of these sites. Presentation materials used at the Open Houses, as well as the information gathered at these sessions will be posted to the School District website and to the Community Engagement Blog. Giving consideration to the input provided through the Open Houses, DIALOG Design will be developing concepts and visual representations to incorporate within a survey instrument.

The engagement process continues with a survey in May, before concluding with a report of findings to the Board of Education in June 2014. This will conclude the first stage of early input from the community.

A second stage or 'special study' process will be developed in consultation with the City of North Vancouver. Timelines for the special study process have not been confirmed, but are not expected to start earlier than January 2015, continuing for a number of months. This process will provide further opportunities for community engagement and input. Proposals that may be advanced for redevelopment of these sites will proceed through a third stage in accordance with the municipal requirements related to rezoning and OCP amendments. These municipal processes also involve the engagement of the community through public information meetings and hearings.

### Plymouth facility and site

The negotiation of a lease agreement with the Lions Gate Christian Academy (LGCA) for the use of the Plymouth facility and site has progressed to the development of an Agreement for consideration by the Board of Education. With the assistance of their consultants, the LGCA are continuing their due diligence process in consultation with the District of North Vancouver.

### Ridgeway Annex

Anthem Properties are scheduled for the April 28 Council Meeting of the City of North Vancouver to consider the Official Community Plan and Zoning Amendment application. This stage in the process is important to enable the development application of the Ridgeway Annex site to proceed with public meetings regarding the proposed development.

### Monteray

Morningstar Development Ltd., reports good progress with their application for the redevelopment of the Monteray site. This proposed development is continuing with the municipal requirements of the District of North Vancouver.

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## Argyle replacement project request

A number of presentations and meetings are taking place regarding the Board of Education's pursuit of a full replacement project for Argyle Secondary. A presentation was provided at the Lynn Valley Community Associations 'speakers series' which provided an opportunity to provide those in attendance with an update on the status of the project and for a question and answer period.

The Board has arranged a public meeting at Argyle Secondary on April 23, starting at 6:45 p.m. to update the community on the request for a replacement project and to provide input into identifying potential enhancements to the site and to the building. We anticipate strong attendance at this meeting. Table groups will be arranged to provide increased opportunities for discussion and input towards the identification of priorities for consideration.

We have been in contact with the Ministry regarding the recent announcements regarding a change in policy to the funding of capital projects and the potential contribution of funds from the School District. We will be seeking clarification of this change in policy and the potential impact for our School District and our capital projects at Windsor, Argyle and Handsworth. We anticipate the need for a meeting with Ministry staff to discuss our capital projects and the need to move forward at the earliest opportunity.

Schedule C.2  
of the  
Administrative Memorandum

Meeting Date: April 22, 2014  Board  Board, in camera

Topic (as per the Memorandum): **Tuesday, March 11, 2014 and Tuesday, April 8, 2014 Meetings of the Finance & Facilities Standing Committee**

Narration:

The Board will find attached copies of the meeting notes from meetings of the Finance & Facilities Standing Committee held on March 11 and April 8, 2014,

Trustee Mike McGraw, Committee Chair, will report on highlights of the meetings.

Attachments:

Meeting Summary – Finance & Facilities Standing Committee, March 11, 2014  
Meeting Summary – Finance & Facilities Standing Committee, April 8, 2014

## **FINANCE & FACILITIES STANDING COMMITTEE**

### **NORTH VANCOUVER SCHOOL DISTRICT**

#### **Meeting Summary of March 11, 2014**

Meeting Summary of the Board of Education's Finance and Facilities Standing Committee Meeting held in the Ocean View Room on the fifth floor of the Education Services Centre, 2121 Lonsdale Avenue, North Vancouver, British Columbia, on Tuesday, March 11, 2014.

#### **Meeting Attendance:**

Trustees and representatives of the North Vancouver Teachers' Association, North Vancouver District Parents' Advisory Council, and North Vancouver Administrators (NoVA) attended the meeting, as did members of District Staff, and interested members of the public.

#### **Call to Order:**

Standing Committee Chair Mike McGraw called the Finance and Facilities Standing Committee to order at 4:00 pm.

#### **2014/15 Operating Budget Development Consultation Process:**

Standing Committee Chair Mike McGraw introduced the meeting agenda, which is part of the Operating budget consultation process and the opportunities for the partner groups and public to provide input.

#### **Information Presentation:**

Georgia Allison, Secretary Treasurer, presented information on the budget priorities of the past three years. Attendees were asked to participate in an on-line survey that would be posted on the School District website from March 11<sup>th</sup> through March 31<sup>st</sup>. A question and answer period followed the presentation.

#### **Next Meeting:**

April 8, 2014 (7:00 – 9:00 pm in Mountain View Room)

## **FINANCE & FACILITIES STANDING COMMITTEE**

### **NORTH VANCOUVER SCHOOL DISTRICT**

#### **Meeting Summary of April 8, 2014**

Meeting Summary of the Board of Education's Finance and Facilities Standing Committee Meeting held in the Mountain View Room on the fifth floor of the Education Services Centre, 2121 Lonsdale Avenue, North Vancouver, British Columbia, on Tuesday, April 8, 2014.

#### **Meeting Attendance:**

Trustees and representatives of the North Vancouver Teachers' Association, North Vancouver District Parents' Advisory Council, and North Vancouver Administrators (NoVA) attended the meeting, as did members of District Staff, and interested members of the public.

#### **Call to Order:**

Standing Committee Chair Mike McGraw called the Finance and Facilities Standing Committee to order at 7:00 pm.

#### **2014/15 Operating Budget Development Consultation Process:**

Standing Committee Chair Trustee Mike McGraw introduced the meeting agenda and reminded attendees that there would be an opportunity to have a group discussion following the presentations.

#### **Information Presentation:**

Janson Ho, Director of Facilities and Planning, provided historical funding information for the Annual Facilities Grant (AFG) and the AFG expenditure plan for 2014/15. Following his presentation, he answered questions related to some of the projects identified in the plan. Stephen Wurz, Director of Financial Services, presented highlights of the Ministry of Education's Preliminary Operating Grant, which was announced on March 14, 2014. Georgia Allison, Secretary Treasurer, presented information on the updated three-year forecast, the Provincial initiative related to capital projects, the budget priorities of the past three years, and the results of the budget input on-line survey. Attendees participated in a group discussion of the budget priorities for the 2014/15 fiscal year, providing their insights and thoughts on the priorities.

#### **Next Meetings:**

The schedule of Finance and Facilities Standing Committee meetings for 2014/15 will be confirmed at the last Public Board meeting of the year in June 2014.

Schedule C.3  
of the  
Administrative Memorandum

Meeting Date:            April 22, 2014                             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 that will be highlighted in the *Superintendent's Blog* (<http://blog44.ca/superintendent>).



Schedule C.4  
of the  
Administrative Memorandum

Meeting Date: April 22, 2014  Board  Board, in camera

Topic (as per the Memorandum): **BC School Trustees' Association (BCSTA) Annual General Meeting**

**Narration:**

The Chair will outline the agenda of the upcoming BC School Trustees' Association (BCSTA) Annual General Meeting to be held in Vancouver from April 24-27, 2014.

Trustees will have an opportunity to discuss or seek clarification on the agenda items or proposed motions coming forward at the AGM.

Schedule C.5  
of the  
Administrative Memorandum

Meeting Date: April 22, 2014  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: April 22, 2014       Board       Board, in camera

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

Narration:

Date and Time	Event	Location
Tuesday, May 6, 2014 at <b>4:00 pm</b>	Education & Programs/Towards the Future for Schools Combined Standing Committee Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, May 27, 2014 at 7:00 pm	Public Board Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, June 10, 2014 at <b>4:00 pm</b>	Education & Programs Standing Committee Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver
Tuesday, June 17, 2014 at 7:00 pm	Public Board Meeting	Education Services Centre 2121 Lonsdale Ave, N Vancouver

All meetings will take place on the 5<sup>th</sup> floor in the Mountain View Room, unless otherwise noted.  
 Pedestrian Access: Main West Entrance at 2121 Lonsdale Avenue, proceed by elevator to 5<sup>th</sup> Floor  
 Vehicle Access: Parkade Entrance off West 21<sup>st</sup> Street and Lonsdale Avenue, Parking Level P1 and proceed by elevator to 5<sup>th</sup> Floor.

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

Meeting Date:           April 22, 2014            Board            Board, in camera

Topic (as per the  
Memorandum):           **Public Question and 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.