



LEASE AGREEMENT

for space at **St. Joseph Catholic School, Gananoque**

(Hereinafter referred to as "the School")

BETWEEN

**THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE -
EARLYON CHILD & FAMILY CENTRE**

25 Central Ave. W. Brockville, ON K6V 4N6 (UCLG office)

(Hereinafter referred to as "the **Tenant**")

AND

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

Box 2222, 2755 Hwy. 43, Kemptville, Ontario K0G 1J0

(Hereinafter referred to as "**CDSBEO**" or "**Board**")

Whereas CDSBEO owns and maintains the School known as St. Joseph Catholic School located at 235 Georgiana St. Gananoque, ON K7G 1M9.

And whereas The Tenant has requested permission to utilize space in a CDSBEO school to operate a Full-Day Child Care Program for infant, toddler and/or pre-school age children and/or a Before and After School Child Care Program for school-age children and/or EarlyON Family Centre.

Now therefore this agreement witnesses that in consideration of and subject to the terms, conditions and covenants hereinafter contained and set forth, CDSBEO hereby approves the use of the space as set out hereinafter for a -one-year period commencing September 1, 2024 – August 31, 2025, with an option to renew at the end of the one-year term as mutually agreed by the parties.

1. DEFINITIONS

- a) **Child Care and Early Years Act (CCEYA)**, 2014
- b) **Before and After School Program:** Before and after school programs run outside of the regular school day and are for children ages 3 to 12. This program is licensed under CCEYA.
- c) **Full Day Child Care Program:** Full Day Child Care programs run throughout the regular school day and are for infants, toddlers and/or pre-school aged children. This program is licensed under CCEYA.
- d) **Early ON Child & Family Centres:** Drop-in programs for parents/guardians and their children from birth to age 6 years old.

- e) **Community Use of Schools:** Refers to temporary rental permits for space within CDSBEO facilities and properties in accordance with CDSBEO Administrative Procedure: [Community Use of Schools](#).
- f) **Board Recognized Holidays:** Refers to Non-Instructional Days where there are no custodial and maintenance services available due to the Collective Agreements in place at the time of this Agreement. The Tenant will not be permitted access to the space during such days unless the Superintendent of Business or Early Years Superintendent has given prior written approval.

Board Recognized Holidays are as follows:

- 1. Labour Day;
 - 2. Thanksgiving Day;
 - 3. Christmas Eve Day;
 - 4. Christmas Day;
 - 5. Boxing Day;
 - 6. New Year's Eve Day;
 - 7. New Year's Day;
 - 8. Day After New Year's Day;
 - 9. Family Day;
 - 10. Good Friday;
 - 11. Easter Monday;
 - 12. Victoria Day;
 - 13. Canada Day; and
 - 14. Ontario Civic Holiday.
- g) **Non-Instructional Days:** Refers to the days when school is not in session. 2024-2025 School Year Calendar included as Appendix G.

These days are as follows:

- 1. Professional Activity Days (PA Days)
 - 2. Board Recognized Holidays (as per Section 1.f)
 - 3. Christmas Break
 - 4. March Break
 - 5. School Summer Break
 - 6. Statutory Holidays
- h) **Leased Space:** shall have the meaning ascribed to it in Section 3 hereof.

2. ACCESS AND USE OF SPACE

The Tenant will operate as:

- a licensed Full-Day Child Care Program
- a licensed Before and After School Program
- a EarlyON Child and Family Centre
- a Community Program/Other

The Leased Space shall only be used for the purposes set out **Appendix C: Scope of Tenant Programs and Services**. The Tenant shall have exclusive access to the Leased Space for the operation defined herein unless designated below as non-exclusive space. Any extended expansion in the hours or days of use of the Leased Space, outside of the scope included in Appendix C, the EarlyON Centre will strive to notify, in writing, the CDSBEO Superintendent of Business or Early Years Superintendent 90 days in advance.

The Tenant shall take all steps to ensure that its use of the Leased Space, and of any other part of the School, complies with all laws, regulations and health and safety protocols which specifically apply to its operations as recommended or mandated by its governmental authority/regulatory body, as well as all laws, regulations, requirements, directives, protocols and guidelines that are recommended or mandated by government and/or the applicable local public health authorities at any given time and from time to time for the purpose of limiting the spread of COVID-19 and/or any other coronaviruses which could lead to a Health Emergency as defined in Section 10 herein.

Upon request, building access may be approved while custodial staff are not present. However, the Tenant will be responsible for building security, building opening and lock-up, snow clearing (that is required for the operation of the program only) and building operation (lights and access shall be limited to the areas used for program operations only) in accordance with CDSBEO procedures. The Tenant will be responsible for the payment of any fees that CDSBEO incurs in making the space available.

The Tenant acknowledges that any child care or EarlyON programming may be required to relocate to alternate licensed spaces in the School as set out in **Appendix B: Description of Leased Space**, due to summer cleaning and/or school renewal projects.

The Tenant further acknowledges the facilities may be entirely shut down for weather, safety or other reasons from time to time, such as but not limited to CDSBEO recognized holidays, summer cleaning and/or construction projects. The Board will strive to provide notice of the annual cleaning dates or construction projects that will impact the operations of the EarlyON Centre no less than 6 weeks in advance, apart from an emergency.

In extenuating circumstances, where CDSBEO employees are on strike and/or taking job action, or CDSBEO is acting reasonably due to unforeseen circumstances, including but not limited to inclement weather and power outages, where public access to the facilities is not possible due to damage, repairs or reasons of safety, the Tenant may be required to reduce and/or change hours of operation or close temporarily. CDSBEO will not compensate the Tenant, nor will rent abate, for these circumstances unless access is unavailable to the Tenant for more than three (3) consecutive days.

In extenuating circumstances which involve an emergency or other situation which, in the opinion of the CDSBEO (based on health advice or other communication from the Ministry of Education, the Council of Ontario Medical Officers of Health, and/or the applicable local public health authority), poses a health or safety risk to the occupants of the School and/or the Leased Space, the CDSBEO will have authority to close the School, including the Leased Space. This authority includes but is not limited to Health Emergencies which are specifically addressed in Section 10 of this Agreement. The dates and times of any such closure will be communicated and shared with the Tenant

as soon as possible. The Tenant is not permitted access to the School or Leased Space during this time, unless prior written approval has been given from the Superintendent of Business or Early Years Superintendent.

Due to the Board's obligations in terms of the safety of students and staff, as required under the Education Act, Occupational Health and Safety Act, as well as, but not limited to the Occupier's Liability Act, will supersede any perceived terms of this Agreement; however, the Board will endeavour to provide reasonable notice regarding any building closure.

3. FEES & INVOICING & PAYMENT

a) **FEES:** Beginning in September 2024, the CDSBEO will charge the following fees plus HST.

The fees for this one-year term, is as follows:

EarlyON Child & Family Centre	1,234 sq. ft.	\$9.27/sq. ft.	\$11,441.03 + HST
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The Tenant recognizes that the cost per sq.ft. used in the fee calculation is a reduction in the actual cost per sq.ft. that the Board incurs at the time of signing this Lease.

The Tenant agrees to pay any additional costs, (such as but not limited to, custodial services and utilities) when provided specifically for the Tenant's use of the premises, outside the regular school program days and hours or when the costs exceed that of normal school operation of the Leased Space. In the event of significant or major overages in utility costs, the Tenant will be invoiced on a cost recovery basis and agrees to pay all invoices for additional expenses, payable upon receipt.

b) **INVOICING:** Upon dually signed by authorized signatories, CDSBEO Accounting Department will issue an invoice for the total amount owing under this Lease Agreement.

c) **PAYMENT:** Payment of fees invoiced under this lease agreement at minimum should be paid monthly. Payment should be remitted electronically to accountsreceivable@cdsbeo.on.ca.

d) **CHANGES TO FEES:** The fees are calculated based on the information included in Appendix C (Access & Use of Space). If there is a change to the access and/or use of space, as per Section 2, the fees will be revised to reflect the change in access/use. Otherwise, fees are not subject to change.

4. CLEANING AND MAINTENANCE

CDSBEO shall provide custodial services and be responsible for the building maintenance of the Leased Space during the hours noted within this Agreement at no extra cost (Refer to Appendix A: Custodial Services).

In order to comply with CDSBEO Labour Agreements in place at the time of this agreement, custodial services will not be provided on Board Recognized Holidays, snow days, Fridays during the summer and emergencies resulting in school closure. The Tenant recognizes that custodial services may be adjusted on non-instructional days.

The Tenant will be responsible on a cost recovery basis, for custodial fees related to their use of the Leased Space beyond the hours in this Agreement.

Services included:

- custodial services during regularly scheduled custodial hours (as outlined in Appendix A);
- general maintenance, upkeep and repairs of CDSBEO-owned equipment, where applicable;
- landscaping, lawn maintenance, snow plowing and removal (except during Board Recognized Holidays);

- utilities (ie: heating & cooling, hot water, gas, electricity, equivalent to normal school operation of Leased Space);
- regulatory inspections for fire and life safety systems;
- garbage removal; and
- security monitoring services.

Any costs associated with an alarm call out as a result of the failure by the Tenant to operate the security system as instructed will be the responsibility of the Tenant.

Requests for maintenance and/or repair shall be submitted by the Tenant through the Board's eBase Work Order electronic database. The Tenant will receive one login to the eBase Work Order database.

5. EQUIPMENT

The Tenant must receive written approval from CDSBEO before bringing in any equipment. Any equipment brought into CDSBEO properties must comply with CDSBEO standards, policies and procedures as well as any related legislation and/or regulations. And will be installed by CDSBEO, at the Tenants expense.

The Tenant shall be solely responsible for the purchase, maintenance, repair and disposal of equipment and appliances (ie: washer/dryer, dish washer, fridge, microwave, etc.) that are owned by the Tenant and located in the Leased Space.

Any use of School or CDSBEO equipment shall require CDSBEO prior written approval.

6. WATER FLUSHING AND RECORDING PROCEDURES

The Full-Day Child Care Program or EarlyON Family Centre Tenant is responsible for the flushing and recording requirements of Ontario Regulation 243/07 "Safe Drinking Water Act" as per the procedure and Drinking Water Flushing Plan provided in Appendix D.

7. SIGNAGE

Any internal and/or external signage requires prior written approval from CDSBEO. The cost of purchase, installation, maintenance/repairs, removal of the aforementioned signage shall be the sole responsibility of the Tenant.

8. ALTERATIONS

The Tenant may not perform any alterations, repairs, renovation or construction in the Leased Space, School, parking area or grounds, without prior written permission of CDSBEO, which may be withheld at its sole discretion.

The cost of any approved alterations shall be the responsibility of the Tenant.

9. SAFETY

The programs and/or services provided by the Tenant must:

- not compromise the student achievement strategy of CDSBEO;
- not compromise the health and safety of the students and employees;
- be appropriate for the School setting; and
- be provided by qualified and licensed personnel.

The Tenant will adhere to food and substance restrictions that may be, from time to time, applicable to the School. The School will advise the Tenant as soon as they are aware of any student with allergies that may require changes to the Tenant's use of the Leased Space in order to protect the safety of those students.

The Tenant shall be responsible for the actions and safety of all persons permitted by them in the Leased Space. For full-day child care, before and after, and/or Early ON Family Centres use, The Tenant shall provide supervision for all children in the program during all hours of their operations and until such time as all children have been picked up at the end of each day's program.

The Tenant shall take all steps to ensure that its staff/employees (permanent and occasional), students, volunteers, visitors, third-party contractors, and all others who provide services within the Leased Space, abide by all laws, regulations and health and safety protocols which specifically apply to its operations as recommended or mandated by its governmental authority/regulatory body, as well as all laws, regulations, requirements, directives, protocols and guidelines that are recommended or mandated by government and/or the applicable local public health authorities at any given time and from time to time for the purpose of limiting the spread of the COVID-19 and/or any other coronaviruses which could lead to a Health Emergency as defined in section 10 herein.

In conjunction with the School Principal, the Tenant shall abide by and familiarize themselves with all fire and lockdown drills/procedures conducted by the School and follow CDSBEO procedures accordingly.

The Tenant shall comply with all applicable policies, notably safety policies provided by the School and CDSBEO and shall provide access for safety inspections as required by CDSBEO.

The Tenant shall ensure that staff having contact with children have undergone a criminal background check and vulnerable sector check.

Under O. Reg. 221/11 of the *Education Act*, the "Service Provider" and its employees must report to a school's Principal when they become aware that a pupil of a school of the board may have engaged in an activity for which suspension or expulsion must be considered. These incidents could include students in any grade, not just students enrolled in the licensed program (See Appendix E: Fact Sheet – Reporting to the Principal). Upon receiving the information reported, the School Principal will take the required measures, as prescribed by legislation and CDSBEO policies.

10. HEALTH EMERGENCIES

"Health Emergency", when referred to in this Lease Agreement, means a situation which may, in the opinion of the CDSBEO (based on health advice or other communication from the Ministry of Education, the Council of Ontario Medical Officers of Health, and/or the applicable local public health authority), expose the Tenant, its staff/employees, students, volunteers, visitors, third party contractors, and any others who provide services within the Leased Space, to imminent danger from a disease, virus or other biological or physical agent that may be detrimental to human health, including but not limited to the COVID-19, its variants and other coronaviruses.

The Tenant shall immediately upon becoming aware of same, inform the CDSBEO of any incidence of a reportable infectious disease as defined by Public Health among its staff/employees, children, volunteers, visitors, third party contractors, and any others who provide services within the Leased Space, including but not limited to an individual testing positive for COVID-19, where such outbreak may impact the health and/or safety of other occupants of the School or lead to a Health Emergency.

If a Health Emergency exists, the CDSBEO may enforce, amend, and supplement any existing rules, procedures and restrictions and impose any additional rules, procedures and restrictions it deems necessary to mitigate or minimize the effects of the Health Emergency. Without limiting the generality of the foregoing, during a Health Emergency, the CDSBEO shall be entitled to:

- (i) restrict or limit access to the Leased Space for a reasonable period of time;

- (ii) require specific modes of ingress and egress to the Leased Space, including but not limited to separate entrance/exit locations, staggered entrance times, marked routes within the School and other physical distancing requirements which complement CDSBEO procedures and policies and align with the recommendations of the applicable local public health authority;
- (iii) require the Tenant to decontaminate all or any part of the Leased Space, failing which the CDSBEO shall be entitled to enter the Leased Space and do so at the Tenant's expense;
- (iv) close all or any part of the Leased Space if CDSBEO determines that it is not safe to continue to operate the Leased Space or certain parts of same.

Notwithstanding any other provision of this Lease Agreement, in the event that a Health Emergency results in the restriction or limitation of access to the Leased Space, or a closure of all or any part of the Leased Space, the Tenant shall not be entitled to any compensation for any losses, inconvenience, nuisance or discomfort occasioned by same, or to a cancellation or termination of this Lease Agreement.

11. PARKING AND TRAFFIC

Parking will be shared with the daycare and any use by clients of common parking areas is subject to availability and CDSBEO rules and regulations.

Traffic must not interfere with school buses and/or student pick-up and drop-off times and must not compromise the safety of staff and/or students at any time.

12. INSPECTIONS

During the School year, designated school staff may conduct monthly and occasional inspections in accordance with CDSBEO procedures. The Tenant agrees that any equipment must conform to CSA Group standards and/or applicable legislation as amended from time to time and is in good state of repair as required by law. CDSBEO assigned employees may enter and view Leased Space and its contents.

13. RISK MANAGEMENT/INSURANCE

The Tenant shall be solely responsible for the conduct and supervision of all persons admitted to the School property for the purposes of its program(s) and shall be responsible that all such persons observe School procedures and regulations as well as CDSBEO policies and procedures.

The Tenant shall maintain liability and property damage insurance with a minimum coverage of *\$5 Million* and shall provide CDSBEO with a Certificate of Insurance, upon annual renewal, naming the CDSBEO as "additional insured", as follows:

Catholic District School Board of Eastern Ontario
2755 Highway 43
Kemptville, ON
K0G 1J0

The Tenant shall provide proof of an all-risk property policy covering their contents and equipment at replacement costs.

The Tenant shall also carry insurance to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Tenant to meet its ongoing obligations to CDSBEO and to protect the Tenant against loss of revenues. The Tenant shall provide such further insurance coverage as required by CDSBEO from time to time.

Prior to occupancy of the Leased Space by the Tenant, and upon request thereafter, the Tenant shall provide CDSBEO with evidence of insurance coverage in compliance with this Agreement.

The Tenant accepts full liability for all damages arising out of injuries and/or losses sustained by it or by persons under its charge and control, including but not limited to, its staff, the children attending the program(s) and visitors to the program(s) and for all property and equipment damage directly or indirectly caused by it or by persons under its charge and control or loss or damage resulting from the Tenant's use of the Leased Space.

The Tenant shall indemnify and save harmless CDSBEO, its trustees, servants, agents, employees and their heirs, executors, administrators, successors and assigns, from and against:

all injury, damage, actions, causes of action, suits, claims and demands of whatsoever nature which may result or may be brought or made as a result of this Agreement, the use of the Leased Space, including by the Tenant, its guests, clients and invitees, or by reason of any negligence or act or default of the Tenant, its servants, agents, employees, students, invitees or licensees or on account of any damage to the property of CDSBEO or the Tenant or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to this Agreement or the exercise or purported exercise by the Tenant of the use of any CDSBEO facility or equipment, save and except if caused by the gross negligence of CDSBEO.

The Tenant waives all of its rights of action against CDSBEO related to this Agreement. The Tenant further agrees to indemnify CDSBEO from any actions or causes of actions and related damages or costs, which are initiated against CDSBEO by any invitee of the Tenant or person under the charge and control of the Tenant related to this Agreement.

The Tenant will compensate CDSBEO for any injury or damage to the property or equipment of CDSBEO caused by, directly or indirectly, or attributed to the use by the Tenant of CDSBEO property or equipment.

Without limiting the foregoing, the parties agree that CDSBEO shall not be held responsible or liable for any of the following:

- Financial losses suffered by the Tenant for any reason, including low enrolment or vacancy in their program(s);
- Any costs associated with daily operation of the Tenant's programs/services; and
- Any costs associated with tenant compliance of any federal, provincial and/or municipal orders, by-laws, instructions, regulations or licensing requirements.

Notwithstanding anything to the contrary, in no event shall CDSBEO be liable under this Agreement to the Tenant for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, shutdown or slowdown costs, inconvenience, lost business opportunities, damage to goodwill or reputation, or other economic loss, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen. CDSBEO's aggregate liability under this agreement for any direct damages shall not exceed the fees paid or payable by the Tenant to CDSBEO under this Agreement in the SIX (6) months period immediately preceding the events giving rise to such liability.

14. COMMUNICATION

All publicity shall indicate that programs taking place in the Leased Space are operated by the Tenant and are not affiliated or operated by CDSBEO.

Use of CDSBEO or school logo is prohibited unless prior written approval is obtained from CDSBEO.

Both parties will keep each other informed of activities and/or events that may affect each other's operation. School practices in respect to safe schools will be recognized as a priority.

15. TERM OF AGREEMENT

The term of this agreement is from September 1, 2024 – August 31, 2025, subject to renewal as outlined in this Section.

If the Tenant duly pays fees and performs the covenants herein contained CDSBEO will, at the option of the Tenant, grant a renewal of this Agreement for a further five-year term unless the Leased Space is required by CDSBEO for school purposes.

Fees, terms and conditions are subject to review and amendment, as determined by CDSBEO.

The Tenant will indicate to CDSBEO no later than 180 days prior to August 31st of each year, its intent to renew and/or request changes. This information should be conveyed to the Superintendent of Business or Early Years Superintendent.

Where it is CDSBEO's intention not to renew this Agreement at the end of the one-year term, at its option, written notice may be given to the Tenant where possible, 180 days before the expiration of this Agreement.

16. ASSIGNMENT

The Agreement is not assignable or transferable by the Tenant without the prior written consent of CDSBEO. Any change of control, bulk sale of assets, or amalgamation of the Tenant shall require the prior written consent of CDSBEO. Any consent given by CDSBEO to any assignment or other transfer of the Tenant's interest in this Agreement or in the Leased Space shall not relieve the Tenant from its obligations under this Lease.

17. TERMINATION OF AGREEMENT

If the Tenant is in default of any provisions of this Lease, CDSBEO reserves the right to terminate this Agreement by issuance of a 30-day Notice to the Tenant. If the Tenant's default is not resolved within 30 days from the date of a written termination Notice, the Tenant will be required to vacate the premises immediately thereafter.

CDSBEO further has the right to terminate this Agreement immediately in the event of bankruptcy, winding up, or making of a proposal by the Tenant, or the appointment of a receiver or receiver and manager of all or substantially all of the assets of the Tenant.

Upon expiry or termination of this Agreement, the Tenant agrees that it will give up any possession of the Leased Space and the Agreement shall be terminated without any recourse whatsoever by the Tenant either by law or in equity against CDSBEO.

The Superintendent of Business shall communicate to the Tenant any proposed changes to the assigned Leased Space. In the event that changes affecting the program are deemed necessary, CDSBEO shall provide 90 days written notice to the Tenant.

18. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Leased Space with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Agreement and as CDSBEO may make from time to time.

19. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given

To CDSBEO at:

**Ashley Hutchinson, Superintendent of Business & Treasurer
Catholic District School Board of Eastern Ontario
Box 2222, 2755 Hwy #43
Kemptville ON K0G 1J0
(613) 714-6380**

To the Tenant at the Leased Space or at:

**Andrea, Bolton, Interim County Clerk and Manager of Legislative Services
The Corporation of the United Counties of Leeds and Grenville
25 Central Ave. W. Brockville, ON K6V 4N6
Office: (613) 342-3840**

**Corinna Smith-Gatcke, Warden
The Corporation of the United Counties of Leeds and Grenville
25 Central Ave. W. Brockville, ON K6V 4N6
Office: (613) 342-3840**

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

20. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Agreement on title to the property of which the Leased Space form part without consent of CDSBEO.

IN WITNESS WHEREOF this agreement has been executed by The Tenant and CDSBEO this ____ day of _____ 20____ .

SIGNED in the presence of:

CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

Representative: Andrea Bolton

Signature: _____

Title: Interim County Clerk and Manager of Legislative Services

Date: _____

Email: _____

Tel: 613-342-3840

Representative: Corrina Smith-Gatcke

Signature: _____

Title: Warden

Date: _____

Email: _____

Tel: 613-342-3840

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

Representative: Ashley Hutchinson

Signature: _____

Title: Superintendent of Business & Treasurer

Date: _____

Email: Ashley.hutchinson@cdsbeo.on.ca

Tel: (613) 714-6380

RELEASED

APPENDIX A

CUSTODIAL SERVICES

Custodial services included in the annual lease cost of this agreement:

Daily	Weekly	As Required
<ul style="list-style-type: none"> • Empty garbage and re-bag garbage pail(s) • Complete sweep of floor area • Complete mopping of floor area with Perdiem disinfectant • Washing of all tabletops with Perdiem • Clean white boards and trays • Complete cleaning of washrooms including floors, toilets, sinks and counter tops • Spot clean walls 	<ul style="list-style-type: none"> • Dusting of horizontal surfaces • Washing of walls around waste baskets • External inspections and recording 	<ul style="list-style-type: none"> • Clean light fixtures • Re-stock paper towel, toilet paper and soap in dispensers • Clean corridor glass • Preventative maintenance on equipment • Snow removal during the day at doorways • Recording of ice and snow maintenance

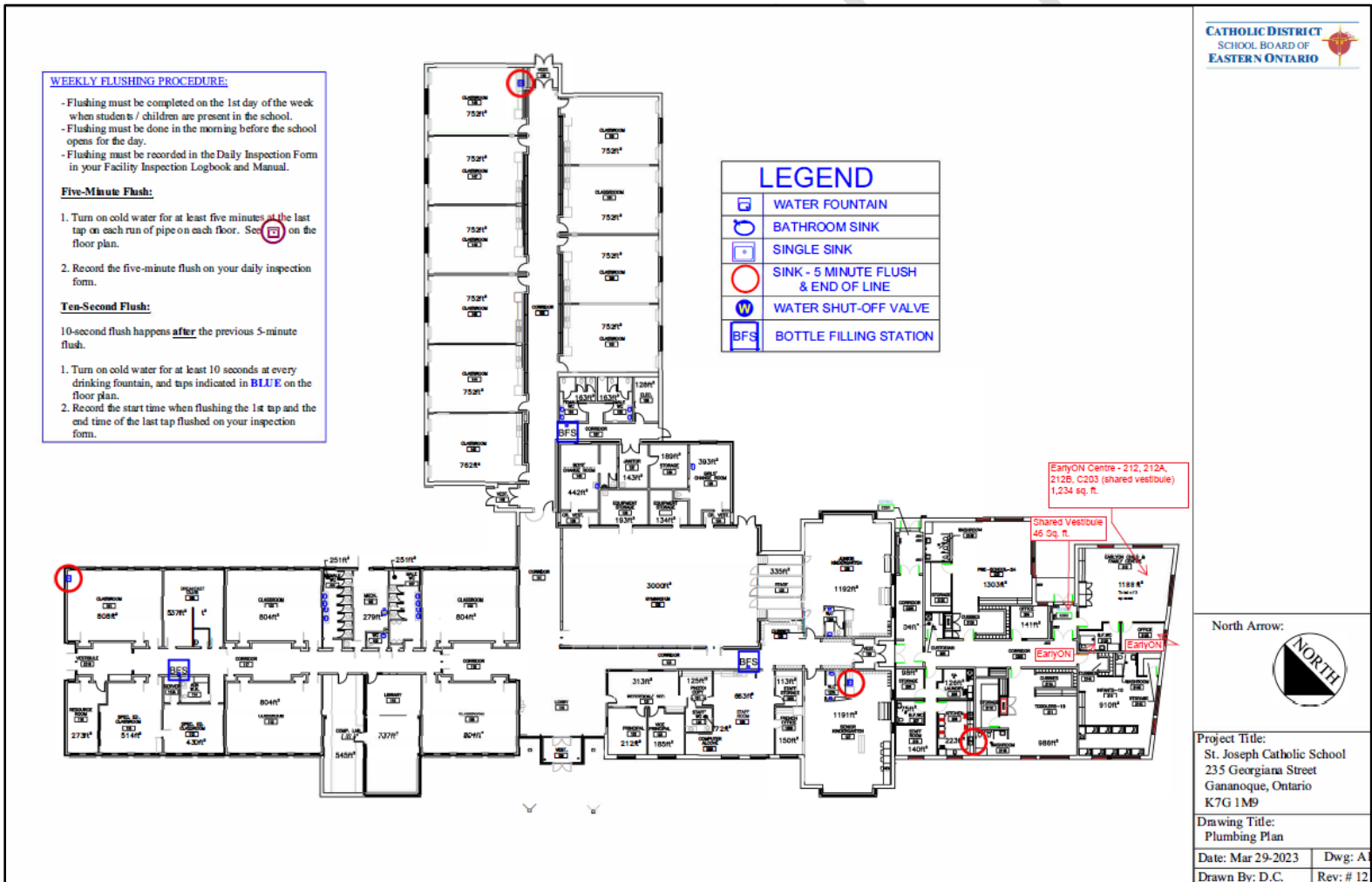
APPENDIX B

DESCRIPTION OF LEASED SPACE

Program Name	Corp. of the UCLG - EarlyON Child & Family Centre
Program(s) Room Numbers	212, 212A, 212B, 212B, C203
Program(s) Total Square footage	1,188 sq. ft plus 46 sq. ft. Common vestibule (C203) = 1234 sq. ft.
Alternate Licensed Spaces	n/a
Access areas	C203
Parking	Shared parking with Thousand Islands Daycare Centre

Floor plan of Leased Space:

EarlyON Child & Family Centre



APPENDIX C

SCOPE OF TENANT PROGRAMS AND SERVICES

Program Name: _____
School: _____
Operated by: _____
Contact Name: _____
Email Address: _____
Contact Number: _____
Alternate Contact Number: _____

Non-Instructional Days:

Hours of Use: _____ Days of the week: _____

The Tenant will operate on the following non-instructional days:

- Professional Activity Days (PA Days)
- Board Recognized Holidays (as per Section 1.f)
- Christmas Break
- March Break
- School Summer Break
- Statutory Holidays

Instructional Days:

Hours of Use: _____ Days of the week: _____

Prior to taking possession for licensed Child Care, the Tenant shall provide the CDSBEO with a copy of the License issued to the Operator by the Ministry of Education – Child Care Quality Assurance & Licensing Division applicable to the Leased space.

Description of programs/services provided by Tenant:

Full-Day Child Care Program (insert description below, if applicable):

Before and After School Program (insert description below, if applicable):

EarlyON Family Centre (insert description below, if applicable):

APPENDIX D

TENANT - FLUSHING & RECORDING PROCEDURES

There are province-wide requirements for the flushing and testing of water systems in schools, day nurseries and private schools. These requirements are set out in *Ontario Regulation 243/07 – Schools, Private Schools and Day Nurseries*.

The goal of this regulation is to provide increased protection for children, especially children under the age of seven who are particularly vulnerable to the effects of lead. As a result, flushing must be completed and documented on a daily or weekly basis. The frequency of flushing depends on the lead test results completed by the Board during the months of May or June.

It is the responsibility of the “Tenant” to adhere to the following procedures.

1. The Tenant shall be responsible to flush cold-water taps in rooms, washrooms and fountains used by the program prior to the arrival of children on a weekly or daily basis. Please refer to the Drinking Water Flushing Plan included in Appendix D.
2. It is the responsibility of the Tenant to complete and record the daily or weekly flushing records via the Board's eBase electronic database at [eBASE](#). The Tenant shall ensure that a copy of all records related to the regulation, including the test results and flushing records shall be kept at the facility for a period of 6 years.
3. The Board shall be responsible for the annual lead testing. Lead samples shall be taken on a rotational basis from taps or fountains used by the Tenant and School. The Board shall alternate the sampling schedules to ensure compliance in accordance with subsection 5 (2) of the Ontario Regulation 243/07. The laboratory's Certificate of Analysis shall be sent to the Tenant, no later than the third Thursday in August.
4. In the event of an exceedance from the samples taken, the Board shall provide the Tenant with a copy of the Notice of Lead Exceedance Test Results. It is the responsibility of the Tenant to carry out the exceedance notifications and corrective actions as required by the regulation.

APPENDIX D

FLUSHING AND RECORDING PROCEDURES

To ensure compliance with O. Reg. 243/07, the following steps shall be taken to complete the flushing of the plumbing system:

Flushing Procedure

Please refer to the attached Plan to see if daily or weekly flushing is required at this facility.

Flushing Procedure

1. **Daily Flushing:** to be done **every day** the daycare is in operation.
2. **Weekly Flushing:** to be done on the **first day (Monday)** of the week.
3. Flushing must be completed on a daily or weekly basis before the daycare opens at the locations indicated on the plan.

Five-Minute Flush

1. **Turn on** the cold water for a **minimum** of five minutes at the tap or taps encircled in **RED** on the Drinking Water Flushing Plan provided.
2. **Record** the five-minute flush.

Ten-Second Flush

The 10-second flush is to be performed only **after** the 5-minute flushing has been completed.

1. **Turn on** the cold water for at least 10 seconds at fountains and every tap encircled in **BLUE** on the Drinking Water Flushing Plan.
2. **Record** the start time when flushing the 1st tap and the end time of the last tap flushed. **Actual times must be recorded.**

If you have any questions regarding the flushing and recording procedures, please do not hesitate to contact Dan Tackaberry, Facilities Planning Coordinator, at 613-714-6410, or by email at Dan.Tackaberry@cdsbeo.on.ca.


APPENDIX D

DRINKING WATER FLUSHING PLAN

WEEKLY FLUSHING PROCEDURE:

- Flushing must be completed on the 1st day of the week that students / children are present in the school.
- Flushing must be done in the morning before the school opens for the day.
- Flushing must be recorded in the Daily Inspection Form in your Facility Inspection Logbook and Manual.

Five-Minute Flush:

1. Turn on cold water for at least five minutes at the last tap on each run of pipe on each floor. See  on the floor plan.
2. Record the five-minute flush on your inspection form.

Ten-Second Flush:


- 10-second flush happens **after** the previous 5-minute flush.
1. Turn on cold water for at least 10 seconds at every drinking fountain, and taps indicated in **BLUE** on the floor plan.
 2. Record the start time when flushing the 1st tap and the end time of the last tap flushed on your inspection form.

LEGEND	
	WATER FOUNTAIN
	BATHROOM SINK
	SINGLE SINK
	DOUBLE SINK
	SINK – 5 MINUTE FLUSH END OF LINE SINK
	WATER SHUT-OFF VALVE
	BOTTLE FILLING STATION

WEEKLY FLUSHING PROCEDURE:

- Flushing must be completed on the 1st day of the week when students / children are present in the school.
- Flushing must be done in the morning before the school opens for the day.
- Flushing must be recorded in the Daily Inspection Form in your Facility Inspection Logbook and Manual.

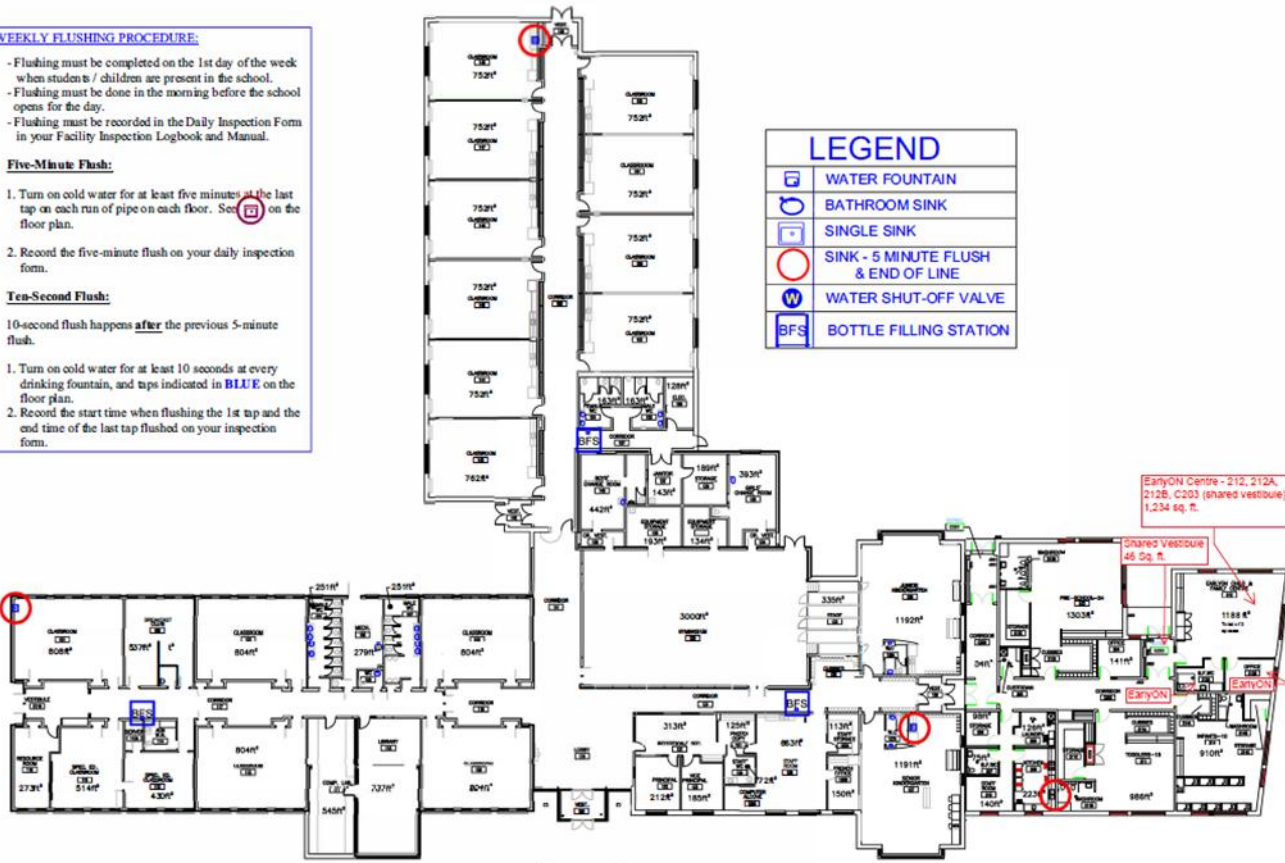
Five-Minute Flush:

1. Turn on cold water for at least five minutes at the last tap on each run of pipe on each floor. See  on the floor plan.
2. Record the five-minute flush on your daily inspection form.

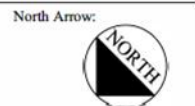
Ten-Second Flush:

- 10-second flush happens **after** the previous 5-minute flush.
1. Turn on cold water for at least 10 seconds at every drinking fountain, and taps indicated in **BLUE** on the floor plan.
 2. Record the start time when flushing the 1st tap and the end time of the last tap flushed on your inspection form.

LEGEND	
	WATER FOUNTAIN
	BATHROOM SINK
	SINGLE SINK
	SINK - 5 MINUTE FLUSH & END OF LINE
	WATER SHUT-OFF VALVE
	BOTTLE FILLING STATION



CATHOLIC DISTRICT
SCHOOL BOARD OF
EASTERN ONTARIO



Project Title:
St. Joseph Catholic School
235 Georgiana Street
Gananoque, Ontario
K7G 1M9

Drawing Title:
Plumbing Plan

Date: Mar 29-2023 Dwg: A
Drawn By: D.C. Rev: # 12

APPENDIX D

O. REG. 243/07-SAFE DRINKING WATER ACT FLUSHING RECORDING FORM

Tenant: _____			School Location: _____				
Month of _____ 20 _____			Address: _____				
INSPECTION	COMPLETED BY	Initials	5 Minute Flush		10 Second Flushing		Date:
Flushing of Water System (before the arrival of children)			Start Time: End Time:		Start Time: End Time:		
Day of Week _____							
Day of Week _____							
Day of Week _____							
Day of Week _____							
Day of Week _____							

Tenant: _____			School Location: _____				
Month of _____ 20 _____			Address: _____				
INSPECTION	COMPLETED BY	Initials	5 Minute Flush		10 Second Flushing		Date:
Flushing of Water System (before the arrival of children)			Start Time: End Time:		Start Time: End Time:		
Day of Week _____							
Day of Week _____							
Day of Week _____							
Day of Week _____							
Day of Week _____							

** Names and initials must be clear and legible

Appendix E

FACT SHEET – REPORTING TO THE SCHOOL PRINCIPAL

Under O. Reg. 221/11 of the *Education Act*, employees and contractors of third-party operators, (referred to as “Tenant” for the purpose of this Agreement), are required to report to the school’s principal when they become aware that a pupil of a school of the Board may have engaged in activity for which suspension or expulsion must be considered, in accordance with the *Education Act* and CDSBEO Administrative Procedures, more specifically [414 Suspension, Expulsion, Appeal and Programs](#). These employees and contractors must report the matter to the school’s Principal.

Incidents, which a School Principal must consider for suspension, include:

- Uttering a threat to inflict serious bodily harm on another person
- Possession of alcohol or illegal drugs
- Being under the influence of alcohol
- Swearing at a teacher or at another person in a position of authority
- Committing an act of vandalism that causes extensive damage to school property at the pupil’s school or to property located on the premises of the pupil’s school
- Bullying
- Any other activity that is an activity for which a principal may suspend a student under a policy of the board

Incidents, which a School Principal must suspend, and consider for expulsion, include:

- Possessing a weapon, including possessing a firearm
- Using a weapon to cause or threaten bodily harm to another person
- Committing physical assault on another person that causes bodily harm requiring treatment by a medical practitioner
- Sexual assault
- Trafficking in weapons or in illegal drugs
- Committing robbery
- Giving alcohol or cannabis to a minor
- Bullying, if,
 - the pupil has previously been suspended for engaging in bullying, and
 - the pupil’s continuing presence in the school creates an unacceptable risk to the safety of another person.
- Any activity for which suspension must be considered under the *Education Act* that is motivated by bias, prejudice or hate based on race, national or ethnic origin, language, colour, religion, sex, age, mental or physical disability, sexual orientation, gender identity, gender expression, or any other similar factor.
- Any other activity that, under a policy of the board, is an activity for which a principal must suspend a pupil and conduct an investigation to determine whether to recommend to the board that the pupil be expelled.

What to do:

1. Report to the School Principal, as soon as reasonably possible, all incidents listed above.
2. Confirm all reports to the School Principal in writing using the Safe Schools Incident Reporting Form – Part I (provided by the School Principal).
3. The School Principal will provide written acknowledgement Safe Schools Incident Reporting form – Part II) that your report was received and whether he or she has taken any action regarding the incident that you reported.

APPENDIX F

RULES AND REGULATIONS FORMING PART OF THIS LEASE AGREEMENT

The Tenant shall observe the following Rules and Regulations (as amended or supplemented from time to time by CDSBEO):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than access to and from the Leased Space.
2. The floors, skylights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. The Tenant shall not perform any acts or carry on any activity which may damage the School or be a nuisance to any other tenant.
5. No animals or birds shall be brought into the building or kept on the Leased Space, except for service animals.
6. Smoking and the use of cannabis and/or alcoholic beverages are strictly prohibited in the Leased Space and elsewhere on CDSBEO property.
7. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Leased Space. No wires, pipes or conduits shall be installed in the Leased Space without prior written approval of CDSBEO. No broadloom or carpeting shall be affixed to the Leased Space by means of a non-soluble adhesive or similar products.
8. No one shall use the Leased Space for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes or for any illegal purpose.
9. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Leased Space.
10. The Tenant must observe care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of CDSBEO, by such carelessness. The Tenant, when closing the Leased Space, shall close all windows and lock all doors.
11. The Tenant shall not without the express written consent of CDSBEO, place any additional locks upon any doors of the Leased Space and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from CDSBEO, at the expense of the Tenant, and shall surrender to CDSBEO on the termination of the Lease all keys of the Leased Space.
12. No inflammable oils or other inflammable, toxic, or dangerous materials shall be kept or permitted to be kept in or on the Leased Space.
13. No bicycles or other vehicles shall be brought within the Leased Space or upon CDSBEO's property, unless otherwise agreed in writing.
14. Nothing shall be placed on the outside of windows or projections of the Leased Space. No air-conditioning equipment shall be placed at the windows of the Leased Space without the consent in writing of CDSBEO.
15. The moving of all heavy equipment and office equipment or furniture shall occur only between 6:00 pm and 8:00 am or any other time consented to by CDSBEO and the persons employed to move the same in and out of the building must be acceptable to CDSBEO. Safes and other heavy equipment shall be moved through the Leased Space and common areas only upon steel bearing plates. No deliveries requiring the use of an elevator for freight purposes will be received into the building or carried in the elevators, except during hours approved by CDSBEO.
16. CDSBEO reserves the right to restrict the use of the building after 6:00 pm.
17. Canvassing, soliciting and peddling in the building is prohibited.
18. The Tenant shall first obtain in writing the consent of CDSBEO to any alteration to the electrical system in the Leased Space and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to CDSBEO.
19. The Tenant shall first obtain in writing the consent of CDSBEO to the placement by the Tenant of any garbage containers or receptacles outside the Leased Space or building.
20. The Tenant shall not install or erect on or about the Leased Space television antennae, communications towers, satellite dishes or other such apparatus.

CDSBEO shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees. CDSBEO may from time to time waive any of such rules and regulations as applied to tenants and is not liable to the Tenant for breaches thereof by other tenants.

APPENDIX G

2024-2025 SCHOOL YEAR CALENDAR

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO						
SCHOOL YEAR CALENDAR – 2024/2025						
2024						
SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
September 4 th – first day of school						
OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
2025						
JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
June 26 th – last day of school						
PROFESSIONAL ACTIVITY DAYS						
STATUTORY & REGULAR SCHOOL HOLIDAYS						
EXAMINATION DAYS - SECONDARY						