

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 (EARLY ON CHILD & FAMILY CENTRE)

25 central Ave., W. Brockville, ON K6V 4N6 (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, Ontario, K7G 1M9.

And whereas The Tenant has requested permission to use space in the School.

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 commencing September 1, 2021 to August 31, 2024 with additional 5-year possible renewals subject to review and discussion.

1. DEFINITIONS

- a) **Child Care:** All day child care for infants, toddlers and/or pre-school aged children.
- b) **Before/After Programs:** Before and after school programs for children ages 3 to 12.
- c) **Early ON programs:** Free drop-in programs for parents/guardians and their children from birth to age 6 years old, providing a space and opportunity to learn and play with their child/children, meet people or get advice.
- d) **Community Use of Schools:** Refers to temporary rental permits for space within CDSBEO facilities and properties.
- e) **Non-instructional Days:** Refers to the days where school is not in session. These days are as follows: all Professional Activity days, CDSBEO recognized holidays, the School Summer Break as well as all Statutory Holidays. (A list of non-instructional days will be provided annually upon request.)
- 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. During such days the tenant will have access through the EarlyON dedicated entrance/exit. (move to Appendix C)
- g) **Leased Space:** shall have the meaning ascribed to it in Section 3 hereof.

2. FEES

CDSBEO will charge a lease rate of \$8.49/sq. ft. plus HST for the 2021-2022 year, to be paid in equal monthly instalments on the 1st day of each month at commencement to August 31st. The Tenant recognizes that this is a reduction in the actual cost per square foot that the Board incurs of \$9.38/sq.ft. The Tenant will also be responsible for any property taxes charged by the municipality, unless they are a non-profit or not-for-profit organization, property tax exempt and can provide evidence thereof satisfactory to CDSBEO. The annual cost per square foot for the term of the lease will be updated each year by 2%.

The fees for the term of the lease are as follows:

UCLG EarlyON Centre - St. Joseph, Gananoque 2021-2022 Year, 2022-2023 Year, 2023-2024 Year							
School	Time of Operation	Rooms Used	Total Sq. Ft.	Cost/Sq.Ft	Cost	HST	Total Cost
2021-22	Monday - Friday: 8:00 a.m. - 4:00 p.m.	Dedicated EarlyON Space	1284	\$ 8.49	\$ 10,901.16	\$ 1,417.15	\$ 12,318.31
2022-23	Monday - Friday: 8:00 a.m. - 4:00 p.m.	Dedicated EarlyON Space	1284	\$ 8.66	\$ 11,119.44	1,445.53	\$ 12,564.97
2023-24	Monday - Friday: 8:00 a.m. - 4:00 p.m.	Dedicated EarlyON Space	1284	\$ 8.83	\$ 11,337.72	1,473.90	\$ 12,811.62
Total					\$ 33,358.32	4,336.58	\$ 37,694.90

Note: Lease commenced September 1, 2021

The monthly rate for 2021-2022 (September 1, 2021 to August 31, 2022) is \$908.43 (plus \$118.10 HST) for a total of \$1,026.53/month.

Note: For the years 2022-2023 and 2023-2024, the annual rate plus HST is to be paid in equal monthly instalments from September 1st each year to August 31st.

Services included in the above fees:

- custodial services (as outlined in Appendix A)
- general maintenance, upkeep and repairs of CDSBEO owned equipment and facilities where applicable
- parking space for Tenant staff and all other clients is use of common parking shared with other users
- landscaping, lawn maintenance, snow removal (except during Board recognized holidays)
- utilities (ie: heat, hot water, gas, electricity, equivalent to normal school operation of Leased Space)

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.

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 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.

3. ACCESS AND USE OF SPACE

The Tenant will operate as:

- a licensed Before and After Program
 - a licensed All day child care program
 - An EarlyON Child & Family Centre
 - a licensed Home Childcare program
- (Refer to Appendix B: Description of Leased Space)**

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.

Use of other areas requires consent of CDSBEO and would be shared with other users of the School.

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 9 herein.

Any temporary expansion in the hours of use of the Leased Space, must be approved in advance, in writing, by the CDSBEO Associate Director of Education/Superintendent of Business. The CDSBEO acknowledges that at the time of entering this Lease, the Tenant does not host evening or weekend programming. Should the Tenant determine there is a need for the above or related activities, it will use the leased space to accommodate this programming. Both parties acknowledge that there will be no disruption or interference with CDSBEO areas in the building as the Tenant has separate and secure access. The Tenant shall inform the CDSBEO in writing of any change to programming hours. Discussions regarding the requirement for additional custodial services for any extended programming will be required and the cost will be the responsibility of the tenant.

, Building access is permitted 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.

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 School 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. In situations where the Leased space is damaged or unfit for occupation through no fault of the Tenant, access to the Tenant will cease until the problem is remedied. If remedial action exceeds three (3) days, rent will abate. The tenant recognizes that custodial services may be impacted due to the nature of the interruption.

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 9 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 Associate Director of Education/Superintendent of Business.

4. CLEANING AND MAINTENANCE

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

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.

In order to comply with CDSBEO Labour Agreements in place at the time of this agreement, custodial services will not be provided on the following non-instructional, board recognized holidays:

- Labour Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Boxing Day
- New Year's Eve Day
- New Year's Day
- Day After New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Ontario Civic Holiday

5. EQUIPMENT

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

The Tenant must receive written approval from CDSBEO before bringing in any equipment.

Any equipment brought into CDSBEO properties must comply with CDSBEO policies and procedures as well as any related legislation and/or regulations.

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

6. SIGNAGE

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

7. 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. All construction or renovations undertaken by the Tenant or on the Tenant's behalf in the Leased Space shall be the responsibility of the Tenant and must adhere to CDSBEO procedures and comply with any applicable regulations and/or legislation.

8. 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 dedicated Early ON Family Centres use, The Tenant shall provide supervision for all children and their caregivers in the program during all hours of their operations.

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 safety policies provided by the School and CDSBEO and shall provide access for safety inspections as required by CDSBEO.

Any staff that may come into contact with the students must have a criminal background check and vulnerable sector check completed and a copy provided to the School before being allowed on site.

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 9 herein.

9. 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 agrees to abide to and provide any necessary information in accordance with provincial public health and safety guidelines at any current time.

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.

10. PARKING AND TRAFFIC

Parking will be shared with the School as well as Thousand Islands Daycare Centre 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.

11. INSPECTIONS

During the School year, designated school staff will 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. Where possible, the CDSBEO will provide the Tenant 24-hour notice of any inspection to ensure there is no disruption to the Tenant's programming.

CDSBEO assigned employees may enter and view the Leased Space. The Tenant agrees to make any necessary repairs at their expense, with the exception of reasonable wear and tear, and with the exception of mutually agreed upon, written arrangements.

12. 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 CDSEO policies and procedures.

The Tenant shall maintain liability and property damage insurance with a minimum coverage of \$5 Million, and provide CDSBEO with written confirmation that CDSBEO has been added as "additional insured".

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.

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.
- Any costs associated with tenant compliance of any federal, provincial and/or municipal orders, by-laws, instructions, regulations or licensing requirements.

13. 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.

14. TERM OF AGREEMENT

The term of this agreement is from September 1, 2021 to August 31, 2024, 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 term of up to five (5) years unless the Leased Space is required by CDSBEO for school purposes.

Fees, terms and conditions are subject to annual 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 Associate Director of Education/Superintendent of Business.

Fees for the five-year term are provided by CDSBEO to the Tenant in this agreement. In the event the Tenant does not agree with the annual fee increase, the Tenant shall notify the board ninety (90) days prior of the end of each fiscal year, or May 31st, to discuss their options for continuing with the lease.

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

15. 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.

16. TERMINATION OF AGREEMENT

If the terms and conditions set out herein are not complied with by the Tenant, CDSBEO reserves the right to terminate this Agreement. If the Tenant's default is not resolved within a 30-day period from the date of a written termination notice, the Tenant will be required to vacate the premises by the end of that 30-day period.

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.

Any other termination of this agreement, by either party, is required in writing and subject to a minimum notice of 90 days.

CDSBEO has the right to close the School in accordance with Board Policy C8 and to declare the property surplus, complying with Ontario Regulation 444/98 for disposal (sale or lease). The Associate Director of Education/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.

17. 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.

18. 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 Huchinson, CPA, CA
Superintendent of Business

**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:

**Shannon Brown, R.E.C.E, B.A.
Manager, Children’s Services Department
Community and Social Services
The Corporation of the United Counties of Leeds and Grenville
25 Central Ave. W., Brockville, ON K6V 4N6
(613) 342-3840 ext. 2461**

- (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.

19. 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:

THE TENANT

Organization: The Corporation of the United Counties of Leeds and Grenville
Representative: Nancy Peckford
Title: Warden, United Counties of Leeds and Grenville Signature: _____
Date: _____
Email: sheena.earl@uclg.on.ca Tel: (W) (613) 342-3840

Representative: Sheena Earl _____
Title: County Clerk, United Counties of Leeds and Grenville Signature: _____
Date: _____
Email: sheena.earl@uclg.on.ca or shannon.brown@uclg.on.ca Tel: (W) (613) 342-3840

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO Representative: Ashley Hutchinson
Title: Superintendent of Business
Signature: _____
Date: _____
Email: ashley.hutchinson@cdsbeo.on.ca
Tel: (W) (613) 714-6380 (C) (613) 402-9180

**APPENDIX A
Custodial Services**

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

Daily	Weekly	As Required
<ul style="list-style-type: none"> • Flushing of drinking water lines and recording the flushing activities where required by the Ministry of Education Reg. 243/07 “Schools, Private Schools and Child Care Centres” under the <i>Safe Drinking Water Act 2002</i> • Empty garbage and re-bag garbage pail(s) • Complete sweep of floor area • Complete mopping of floor area with Perdiem disinfectant • Washing of all table tops 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

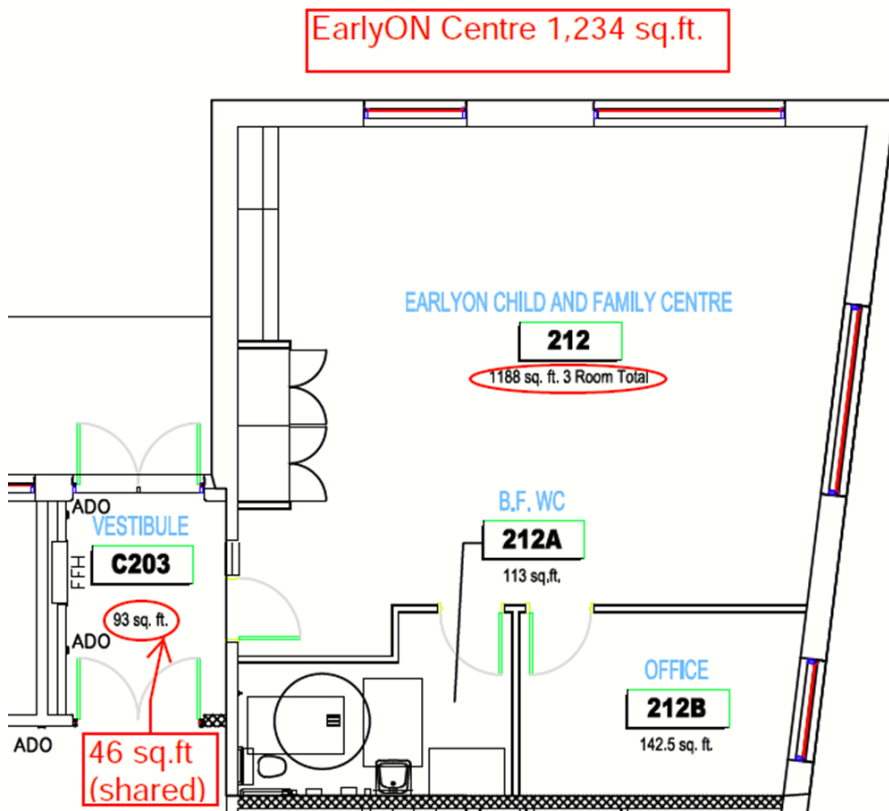
Cleaning and maintenance will not be provided on the following:

- Board-recognized holidays.
- In the event of a CUPE strike and/or job action.
- Emergencies resulting in the school being closed.

**APPENDIX B
Description of Leased Space**

Item	EarlyON Child & Family Centre, UCLG
Room numbers	212, 212A, 212B, C203
Square footage	1,188 sq. ft plus 46 sq. ft common vestibule (C203) = 1,234 sq. ft
Access areas	C203
Parking	Shared parking with School and Daycare Centre

Floor plan of Leased Space:



APPENDIX C
Scope of Tenant Programs and Services

Program/Service Name: EarlyON Child and Family Centre and Licensed Home Child Care Program

Operated by: United Counties of Leeds & Grenville

Contact Name: Shannon Brown

Contact Tel#: (613) 342-3840 ext: 2461

Hours of Use: 8:00am to 4:00pm

Days of the week: Monday to Friday

Evening Hours for Parent Education: TBD

Description of programs/services provided by tenant:

EarlyON Child and Family Centres provide opportunities for children from birth to 6 years of age to participate in play and inquiry-based programs, and support parents and caregivers in their roles. These centres will offer safe and welcoming environments open to all families across Ontario, with qualified professionals and quality programs. Families and caregivers will be able to find support, advice, make personal connections and access a network of resources.

Other Considerations:

a) The CDSBEO acknowledges that the Tenant shall have access to the leased space through its dedicated and secure entrance on the dates noted below which the Tenant does not recognize as a statutory holiday (i.e. day after New Year's Day) and whereby their regular business hours would occur. The Tenant is permitted to occupy the Leased space.

- Labour Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Boxing Day
- New Year's Eve Day
- New Year's Day
- Day After New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Ontario Civic Holiday

b) In cases where the CDSBEO reduces its hours of operation, apart from emergency or other situations, as identified in Section 3 and Section 9 of this Agreement, the Tenant will be permitted to access the Leased space through the Tenant's dedicated, secure entrance.

APPENDIX D

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 alcoholic beverages are strictly prohibited for use in the Leased premises 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 particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

Appendix E

Fact Sheet - Reporting to the Principal

Under O. Reg. 221/11 of the Education Act, employees and contractors of third party operators, (referred to as “Service Providers” for the purpose of this Agreement), are required to report to a 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. These employees and contractors must report the matter to the school’s Principal.

Incidents, which a 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
- Bullying
- Any other activity identified in school board policy

Incidents, which a principal must consider for expulsion, include:

- Possessing a weapon, including possessing a fire-arm
- 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 to a minor
- Any other activity identified in school board policy

What to do:

1. Report to the Principal, as soon as reasonably possible, all incidents listed above.
2. Confirm all reports to the Principal in writing using the Safe Schools Incident Reporting Form – Part I (provided by the Principal).
3. The 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.