

UPPER CANADA DISTRICT SCHOOL BOARD
THE UNITED COUNTIES OF LEEDS AND GRENVILLE SERVICE AGREEMENT
(the “**Agreement**”)

Made as of the 17th day of October 2024.

BETWEEN:

Upper Canada District School Board

(hereinafter called the “**Board**”)

OF THE FIRST PART

AND

The United Counties of Leeds and Grenville

(hereinafter called the “**Operator**”)

OF THE SECOND PART

WHEREAS the parties wish to enter into an agreement, the terms, and conditions of which are defined herein, wherein the Operator will provide:

- (a) an EarlyON Child and Family Program for 12 months of the year, including School Board holidays, snow days, and emergencies resulting in the Board schools being closed;
- (b) at multiple school sites owned and operated by the Board, as listed in Schedule A, as may be amended from time to time on the mutual consent of the Parties; and
- (c) where the Operator has the charge, management, or control of the program,

hereinafter referred to as the “**Program**”.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the promises and mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS:

“**Early Years Centre**” shall have the same meaning as an EarlyON Child and Family Centre; where programs are offered to parents and children under the age of 6 to encourage early learning and make available parenting resources;

“**Instructional Day**” shall mean those days of the school year calendar so defined by Reg. 304 of the *Education Act* as amended, and as further defined in the annual school calendar approved by the Board;

“**Non-Instructional Day**” shall mean any day within the school year not defined as an Instructional Day;

“*Person*” shall include an individual, corporation, limited or general partnership, trust, joint venture, association, syndicate, bank, trust company, and the Federal, Provincial, and Municipal governments and any agency thereof, and any other legal and business entity;

“*Premises*” shall mean the space within each of the Schools;

“*Public Holiday*” shall have the same meaning as defined in the *Employment Standards Act*, S.O. 2000, c. 41;

“*School*” and “*Schools*” shall mean the schools of the Board at which the Program operates, as listed in Schedule A; (Kemptville Public School and Swift Waters Elementary School)

“*School Holiday*” shall have the same meaning as defined in Subsection 4(2) of Reg. 304 under the *Education Act*.

2. TERM OF THE AGREEMENT

This Agreement is for one year beginning on September 1, 2024, and shall expire on the last day of August 2025, unless otherwise terminated in accordance with the terms herein.

3. RELATIONSHIP OF THE PARTIES

3.1 Separate and Independent

The parties hereby acknowledge and agree that they do not intend and by this Agreement do not become partners, employer, and employee, or principal and agent. The Operator will assume full financial, legal, and operational responsibility for the Program and, except as otherwise stated in this Agreement or as required by law, will make decisions regarding the delivery of the Program.

For greater clarity, therefore:

- (a) the Operator has no authority to represent itself as an agent of the Board, enter into any contract, assume or create any obligation, or make any representations or warranties, express or implied, on behalf of the Board;
- (b) any employee, agent, or volunteer engaged by the Operator in association with the Program shall be employed and paid solely by the Operator, and shall act only on behalf of the Operator;
- (c) the Operator and its employees will not be entitled to receive any benefits whatsoever from the Board that the Board would otherwise pay to its own employees.

3.2 Communications

The Operator will accordingly ensure that all Program communications and publicity will indicate that the Program is operated solely by the Operator in its capacity as a third-party provider, and not by the Board.

Neither Party may use the logo of the other Party or use insignia identifying the other Party or any school or subsidiary of the other Party, without the prior written authorization of the Party to whom the logo or insignia belongs.

The Board will ensure that all communication and publicity will indicate that the Program is operated solely by the Operator and not by the Board.

4. SCOPE OF THE AGREEMENT

The parties hereby acknowledge that this Agreement is only for the provision of the Program as herein defined.

5. OPERATOR RESPONSIBILITIES

The Operator hereby represents, warrants, and covenants, that at all times throughout the term of this Agreement, the Program will be provided in a manner that complies with all by-laws, codes, government policies, and statutory and regulatory requirements.

Without limiting the generality of the foregoing, the Operator specifically represents and warranties that:

- (a) the Program is an EarlyON Child and Family Centre offering free, high-quality programming for families and children from birth to 6 years old encouraging play and learning;
- (b) the Operator shall operate the Program without interruption at all the schools listed in Schedule A; and
- (f) the Operator shall ensure adherence to the requirements of all relevant Federal and Provincial Acts, Regulations, and Board policies and procedures including but not limited to, the Ontario Occupational Health and Safety Act of Ontario and Regulations, the Ontario Building Code, the Ontario Fire Code and any other relevant health or safety legislation.

6. BOARD RESPONSIBILITIES

6.1 Board Services

Commencing on September 1st, 2024, and thereafter during the remainder of the Term, the Board will provide at no cost to the Operator the following services at the School Site on weekdays, exclusive of holidays, snow days, and emergencies resulting in the school board being closed:

- (a) daily custodial duties as outlined in Schedule “B” hereof;
- (b) annual thorough cleaning;
- (c) provision of cleaning and custodial supplies;
- (d) snow plowing and snow removal;
- (e) grass cutting;
- (f) garbage removal;
- (g) security monitoring services;
- (h) regulatory inspections for fire alarms and play structures; and
- (i) utilities supply: hydro, natural gas, water.

6.2 Maintenance Work

The Board covenants and agrees to provide the services described in Clause 6.1 at cost and in a manner comparable to existing standards of the Board and so far as is reasonably practical to attempt to schedule maintenance work to interfere as little as possible with the usual activities of the Operator.

7. COSTS OF PROGRAM DELIVERY

7.1 Operating Expenses

The Operator will assume full financial responsibility for the cost of delivery of the Program, including but not limited to Program start-up costs, staff salaries and benefits, activity consumables, food, communications, toys, and other supplies, and any expenses incurred in complying with statutory, regulatory and government requirements.

The Operator shall be entitled to operate 12 months of the year including Board holidays, snow days, and emergencies resulting in the School Site being closed, subject to the following:

- (a) the Operator shall be responsible for all additional costs incurred by the Board when requesting services on these dates as such services are described in Clause 6.1; and
- (b) the Operator shall be responsible for all costs when requesting contractor's services or routine maintenance on these dates.

The Operator shall be responsible for the custodial costs associated with days the Program operates on custodial holidays as defined in the CUPE Contract. The custodial time will be based on hours required, CUPE hourly rates, and other CUPE contractual obligations. These days will be confirmed with the facility manager of the school site and approved by the Board.

7.2 Moving Expenses

The Parties acknowledge and agree that where a School and/or Premises cannot be occupied because of construction, renovation, or for any other reason which necessitates that the school and/or the Program temporarily operate in an alternate facility, the Board and the Operator will each be responsible for their moving and other relocation expenses.

8. BOARD EQUIPMENT

The use of Board furniture and equipment by the Operator will be negotiated on a room-by-room basis by the Operator and the Principal of the School at the commencement of the term of the Agreement and may be renegotiated from time to time at the request of either Party. The use of any additional furniture or equipment not so negotiated will only occur with the prior written approval of the Board.

At the end of each school year, the Operator will return all Board furniture and equipment it used in a comparable condition, allowing for normal wear and tear. The Operator will compensate the Board for any damaged items where such damage occurred as a result of the Operator's use.

9. OPERATOR EQUIPMENT

9.1 CSA Approved

Any equipment that the Operator brings onto a school property must conform to Canadian Standards Association (“CSA”) requirements as amended from time to time and be at all times in a good state of repair.

9.2 Additions and Installations

The Operator may only add or install playground equipment on Board property with the prior approval of the Board.

Where the Board permits such additions or installations, the Operator will ensure that the equipment is kept in a good state of repair and will promptly remedy any defects identified by the Board or government inspection.

9.3 At the Risk of the Operator

Any of the Operator’s equipment or other property brought onto the Premises or otherwise at a School shall be at the risk of the Operator. Without limiting the generality of the foregoing, the Board shall not be liable for damage to property caused by gas, water, steam, waterworks, rain, or snow, which may leak into, issue, or flow from any part of a School building or any other place or quarter. The Operator shall indemnify and hold the Board harmless from and against any claims arising out of damage to same, including but not limited to any subrogation of claims by the Operator’s insurers, except for any claims arising out of the negligence of the Board.

10. USE OF BOARD PREMISES

10.1 Limited Purpose

The Operator covenants, warrants, and agrees that the Premises shall not be used for any other purpose other than for delivery of the Program.

10.2 Safe Condition

The Operator agrees that it will always keep the Premises and other Board property and facilities to which it has access and/or use for the Program in a safe and reasonable condition, consistent with their purpose for use as an elementary school.

The Operator shall not commit or permit to be committed waste or a nuisance upon the Premises.

10.3 Alterations and/or Additions

The Operator will not make or permit to be made any alterations, changes, internal or external additions to any Board facilities without the prior written approval of the Board. Any such work must be performed by competent contractors and subcontractors of whom the Board shall approve before the commencement of the work, such approval not to be unreasonably withheld, provided that the Board may require that its contractors or subcontractors be engaged for any such work. All such work shall also be subject to inspection and supervision by the Board and shall be performed in accordance with reasonable conditions and regulations which may be imposed by the Board.

All alterations, changes, or additions to the Premises shall immediately upon termination of the Agreement become the property of the Board without compensation to the Operator unless otherwise agreed by the parties.

If at any time the Operator removes an alteration, change or addition to the Premises, it shall at its own expense restore the Premises to its previous condition at the commencement of the term of the Agreement.

The Operator shall not purchase, acquire, or use any electric current for lighting or any other purpose except the supplier that is supplying the Board at the Premises, it is the parties' express intention that there shall be only one system of electrical lighting in the school building and including the Premises.

The Operator shall not obstruct or use the driveways, sidewalks, entrances, and corridors of the school buildings for any purpose other than access to and from the Program.

10.4 Signs and Fixtures

The Operator shall not erect any signs, advertisements, or notices on any part of a Board facility or property, other than within the interior of the Premises, without the prior written consent of the Board, which approval will not be unreasonably withheld.

The installation or alteration of any television or radio antennae, telegraphic or telephonic connections, or gas or electrical light fittings or lighting must receive prior Board approval and must be undertaken by Board staff, contractors, or subcontractors, at the Operator's expense.

10.5 Locks and Keys

The Operator shall not alter or cause to be altered the locking system on any door giving entry to a School or Premises, nor shall the Operator install any additional locks, except with prior written Board approval.

The Board will provide the Operator with a limited number of passes, cards, or keys, as the case may be, to the school buildings for use by the Operator's employees. The Operator will immediately notify the Board of any lost security items and will reimburse the Board for the replacement cost, or the cost of a new School lockset and all School keys should the Board determine in its sole discretion that replacement is necessary for the safety of staff and/or students.

10.6 Board Policies

The Operator shall be responsible for familiarizing itself and complying with all policies, procedures, and guidelines of the Board and the Schools as they relate to the use of Board property, facilities and equipment, and health and safety, and will be liable to the Board for any damages caused by a breach thereof.

10.7 Right of Entry

The Board may enter the Premises at all reasonable times to inspect the Premises and for such other reasons as the Board may deem necessary for the protection of the Premises or other Board property.

10.8 Mandatory Closures

The Parties agree that Schools shall be closed at the following times:

- a) Statutory holidays;
- b) other dates that the Board may determine are required due to unforeseen events are also required.

Wherever possible, the Board shall provide the Operator with reasonable notice of closure dates. During periods of mandatory closure, the Operator shall have no access to the schools. For greater certainty, no Operator personnel shall enter the schools during such closures, without the express prior permission of the Board.

10.9 Parking at Swift Waters Elementary School

The Operator will have access to six (6) parking spaces at the EarlyON entrance for parents and caregivers attending the Program.

11. RENTAL CHARGES

11.1 Base Rent

The Operator shall pay to the Board for the term, base rent in the amount of one (\$1.00) dollar.

11.2 Additional Rent

The Operator covenants and agrees to pay the Board additional rent commencing September 1, 2024, and for the remainder of the Term in order to reimburse the Board its operating and administration costs attributed to the Premises.

The Operator and the Board acknowledge that the amount of rent during the first 12-month period for which the additional rent shall be payable (September 1, 2024 to August 31, 2025) shall be the sum of \$9.41 per square foot of the Premises payable on the 1st day of each calendar month and is calculated as follows:

Kemptville Public School
 $\frac{3010 \text{ sq. ft.} \times \$9.41 \text{ per sq. ft.}}{12 \text{ months}} = \$2360.34 \text{ per month plus HST}$

Swift Waters Elementary School
 $\frac{6086 \text{ sq. ft.} \times \$9.41 \text{ per sq. ft.}}{12 \text{ months}} = \$4771.44 \text{ per month plus HST}$

The Operator acknowledges and agrees that the Board shall be entitled to increase the additional rent on an annual basis effective September 1st in each year by the percentage increase in the School Operation Pupil Accommodation Grant the Board receives from the Ministry of Education.

At the Board's request, the Operator shall participate in a pre-authorized payment plan whereby the Board will be authorized to debit the Operator's bank account each month for rent, additional rent, and HST. The Operator hereby undertakes to execute and deliver such documents as may be required to give full force and effect to this request.

12. PROGRAM FEES

The Operator may charge a reasonable fee for participation in the Program, which it may determine at its sole discretion.

13. EVENTS OF DEFAULT

The occurrence of any of the following shall be considered “events of default”:

- (a) the Operator fails to perform or comply with any of the Operator Responsibilities as defined in section 5 of this Agreement;
- (b) the Operator fails to comply with any Federal, Provincial, or Municipal law, regulation, by-law, or policy requirement;
- (c) the Operator becomes bankrupt, either by way of assignment or by way of receiving order, or becomes insolvent;
- (d) the Operator fails to pay any charges due to the Board pursuant to paragraph 7.1 of this agreement;
- (e) the Operator assigns any part of this Agreement without the prior written approval of the Board;
- (f) the Operator does or permits anything to be done which causes or threatens to cause the cancellation of the Operator’s insurance, as defined by paragraph 19 of this Agreement;
- (g) the Operator uses a premises for any purpose other than the provision of the Program; and/or
- (h) the Operator ceases to operate the Program at any of the Schools for a continuous period of 30 calendar days or more

14. TERMINATION

Either party may terminate this Agreement for any reason and without penalty on sixty (60) days written notice.

Without limiting the generality of the foregoing, the Board may issue a written notice upon the occurrence of any event of default as defined in paragraph 14 of this Agreement, specifying the time within which the event of default must be remedied. If the deficiency is not corrected within the time specified in the notification, or if there is a further instance of default, then notwithstanding any other provisions of this Agreement, and without prejudice to any other rights the Board may have in law or in equity, the Board shall have the right at its sole discretion to immediately terminate the Agreement without penalty.

The Board shall further have a claim against the Operator for any additional costs over and above the charges payable pursuant to this Agreement as are incurred by the Board in order to complete the Agreement, to remedy any defects, or to make the Premises suitable for a new service provider.

Upon termination for any reason, including an act of default, the Operator will surrender the premises to the Board as of the termination date in clean condition and in good state of repair, allowing for normal wear and tear. The Operator may remove its fixtures, goods, and chattels from the premises if it repairs

any damage or injury caused by the removal at its own expense. Any costs incurred by the Board as a result of the Operator's failure to comply with these requirements shall constitute a debt of the Operator owing to the Board.

15. PROGRAM INFORMATION

If requested by the Board, the Operator will provide the Board with current Program information within ten (10) days of receiving such a request.

16. STATUTORY AND REGULATORY COMPLIANCE

16.1 Occupational Health and Safety Act

To the extent that the *Occupational Health and Safety Act* and its regulations apply to the services to be provided pursuant to the contract, the Operator shall:

- (a) fulfill and comply with all the obligations and responsibilities of the "Vendor" under the *Act* at its own cost;
- (b) be responsible for any health and/or safety violation that may occur;
- (c) promptly notify the Board in writing of any order or directive against the Operator, the Operator's employees, or agents of the Operator; and
- (d) indemnify and save harmless the Board, its trustees, employees, agents, and servants from any and all charges, fines, penalties, and costs that may be imposed, incurred, or paid as a result of any violation of the *Act* and Regulations.

16.2 Accessibility for Ontarians with Disabilities Act ("AODA")

The Operator hereby agrees to comply with the *Accessibility for Ontarians with Disabilities Act* and the Regulatory requirements pursuant thereto.

16.3 Hazardous Materials

In accordance with the Workplace Hazardous Materials Information System (WHMIS), Material Safety Data Sheets (MSDS) and Vendor labels current to within three (3) years shall be provided, and updated, upon request, for items classified as controlled products under the *Hazardous Products Act* and the controlled products regulations.

16.4 Canadian Standards Association

All electrical components or equipment subject to standards approval for use or consumption in the Province of Ontario shall conform to the standards approved by the Canadian Standards Association (CSA) or Underwriters Laboratory (UL).

17. STUDENT SAFETY

17.1 Operator Responsibility

The Operator covenants and agrees that the Operator shall be solely responsible for the security, safety, and well-being of each, and every child and family member while attending the Program at the Premises,

and the Operator's responsibility for such children and family members extends to any area of the school site.

17.2 Suspension and Expulsion Activities

The Operator shall ensure that any of its employees, contractors, or agents who become aware that a pupil of the Board may have engaged in an activity described in subsection 306(1) "Activities Leading to Suspension", or 310(1) "Activities Leading to Expulsion" of the *Education Act* shall report the matter to the principal of the school, as soon as reasonably possible.

17.3 Operation of Motor Vehicles

The Operator agrees to take all reasonable steps to ensure that its staff shall use due caution while operating their motor vehicles in a School parking area, particularly at all times when students are expected to enter or exit a School building. At no time are vehicles to be left running while unattended. The Board will not be responsible for any theft of, or any theft from, vehicles belonging to the Operator or its staff.

17.4 Smoking

The Operator agrees to uphold the Board's prohibition against smoking in all Board facilities, including Schools, offices, administrative buildings, and storage facilities, and on all School and Board property.

18. INSURANCE

18.1 General Liability

The Operator will maintain at its own cost throughout the term of the Agreement Commercial General Liability Insurance acceptable to the Board, naming the Board as an additional insured and subject to limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

Such insurance shall contain a severability of interests clause and a cross-liability clause protecting the Board against claims by the Operator, and a waiver of subrogation of the Insurer in favour of the Board and those for whom it is responsible in law.

Unless caused by the negligence of the Board or another person for whose negligence the Board is responsible in law, the Board is not liable for the death of or injury to the Operator or others on the Premises, or for the loss of or damage to property of the Operator or others by theft or otherwise. Without limiting the generality of the foregoing, the Board is not liable for death, injury, loss, or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Premises or the pipes, appliances or plumbing works or the roof, street or sub-surface or from any other place or by dampness or by other cause of any kind. The Board is not liable for death, injury, loss, or damage caused by other persons on the Premises or in any other part of the school site, or resulting from construction, alteration, or repair. The Operator agrees that there is no promise, representation, or undertaking by or binding upon the Board concerning alterations, remodeling, or decoration of or installation of equipment or fixtures in the Premises except such, if any, as is expressly contained or referred to in this Agreement. All property of the Operator kept or stored on the Premises shall be kept or stored at the risk of the Operator and the Operator shall hold the Board harmless from all claims arising out of damage to it, including subrogation claims by the Operator's insurers.

18.2 Property

The Operator must further purchase and maintain in full force and effect throughout the term of this Agreement “all-risk” property insurance, insuring property of every description owned by the Operator and for which it is legally liable on the Premises, against the risk of fire and other perils which are customarily included in such coverage, on a replacement cost basis.

18.3 Notice

The Operator’s insurance policies will provide that coverage may not be terminated or materially changed without thirty (30) days prior notice to the Board.

A copy of the Operator’s insurance policies shall be provided to the Board immediately upon request.

18.4 Failure to Comply

If the Operator fails to take out or keep in force any policy of insurance referred to in Clause 19 the Board may do so and pay the premium, and in the event the Operator shall pay to the Board the amount so paid as premium plus ten (10%) percent as an administrative management fee charge and it shall be due and payable on the first day of the month following the date of payment by the Board.

19. INDEMNIFICATION

The Operator shall hold the Board’s officers, agents, and employees free and harmless from and against all liability, including, but not limited to, cost of claims, suits, and counsel fees arising from, growing out of, or incidental to:

- (a) any act of negligence committed by the Operator or any of its employees, agents, or volunteers arising from the provision of the Program;
- (b) the failure of the Operator to observe or perform any covenant, agreement, condition, or obligations arising out of this Agreement;
- (c) any injury to a Person;
- (d) any loss of property;
- (d) the Operator's use or occupancy of the Premises; and
- (e) any occurrence on the Premises however caused

where the Board is made a party to any litigation commenced without actual fault on its part.

This indemnification shall survive the expiration or sooner termination of this Agreement.

20. CONFIDENTIALITY AND NON-DISCLOSURE

The Operator acknowledges and agrees that information provided to the Operator which is identified by the Board as confidential or proprietary, or which the Operator ought reasonably to understand is of a confidential or proprietary nature, shall not be used by the Operator for any other purpose nor divulged to any third party for any reason whatsoever without the written permission of the Board.

The Operator acknowledges that the Board is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (“*MFIPPA*”). Board staff cannot therefore disclose any student’s personal information without a signed consent, in a form approved by the Board, from the student if 16 years of age or older, or otherwise by the student’s parent or guardian.

21. NO ASSIGNMENT OR SUBCONTRACTING

The Operator shall not assign the whole or any part of this Agreement without the prior written consent of the Board.

The Operator shall not use subcontractors to perform any of its obligations under this Agreement without the prior written consent of the Board. If such consent is granted, the Operator will nevertheless remain responsible and liable for full compliance with this Agreement.

22. IMPOSSIBILITY OF PERFORMANCE

Neither party shall incur any liability for its failure to comply with the terms of this Agreement to the extent that such failure is the result of acts or events beyond its reasonable control, including but not limited to strikes, power or fuel shortages, fires, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or any other cause similarly beyond its control.

Notwithstanding, the Board may terminate this Agreement by notice to the Operator without further liability, expense, or cost of any kind, should the acts or events beyond its control last longer than thirty (30) days.

The Operator further acknowledges and agrees that in the event of a labour action, strike, lockout, or another similar occurrence the Board shall be entitled to require the closing of the School Site including the Premises, in the event the Landlord’s Collective Agreements and/or applicable statutes, regulations, rules or decisions require such closures.

23. DISPUTE RESOLUTION

23.1 In the event of a Dispute between the parties with respect to the interpretation of this Agreement or their obligations thereunder, the parties shall make good faith efforts to resolve the Dispute by negotiation.

23.2 In the event that negotiations do not lead to a resolution of the Dispute, the parties agree that alternative dispute resolution processes such as mediation, appointment of a neutral third-party evaluator, or arbitration are preferable to litigation as a way to resolve Disputes that may arise under this Agreement and they agree to give good faith consideration to having to resort to an alternative dispute resolution process before initiating legal proceedings to deal with any such Disputes.

23.3 In the event that negotiations do not lead to a resolution of the Dispute, the parties agree that alternative dispute resolution processes such as mediation, appointment of a neutral third-party evaluator, or arbitration are preferable to litigation as a way to resolve Disputes that may arise under this Agreement and they agree to give good faith consideration to having to resort to an alternative dispute resolution process before initiating legal proceedings to deal with any such Disputes.

- 23.4** Either party may, at any time, give written notice of a Dispute to the other.
- 23.5** No later than ten (10) days after the delivery of a notice of a Dispute, the parties shall meet and attempt, in good faith, to resolve the Dispute.
- 23.6** If the Dispute is not resolved within thirty (30) days of the delivery of a notice of a Dispute any party may, by giving written notice to the other party, require that the Dispute be submitted to mediation or arbitration and the parties agree that notice requiring arbitration may be given whether a mediation is ongoing. If notice requiring arbitration is given while mediation is ongoing, the parties shall cease all mediation activities and proceed with arbitration.
- 23.7** Mediation of a Dispute shall be subject to the following terms and conditions:
- (a) the party giving a notice of mediation shall include the names of two (2) individuals to act as mediators in the notice. After receiving the notice of mediation, the other party shall within five (5) business days submit the names of two (2) individuals to act as mediator. If the party fails to submit names within five (5) business days that party shall be deemed to accept as a mediator, the persons selected by the other party. Individuals submitted to act as mediators shall be qualified and experienced professional mediators whose mediation practice is based in Eastern Ontario.
 - (b) a single individual shall be unanimously chosen by the parties from the names submitted, provided however that if the parties are unable to reach an agreement on the selection of a mediator within five (5) days after the last party has provided the names of its proposed mediators, the mediator shall be selected at random by draw from among the mediators proposed by the parties;
 - (c) not more than ten (10) days after the date of the appointment of the mediator, each party shall submit to the mediator and the other party a without prejudice written mediation brief of not more than ten (10) pages in length setting out the party's position concerning the matters involved in the Dispute;
 - (c) the mediation shall be attended by the representatives of the parties with full authority to settle the Dispute. A party may be accompanied to the mediation by its lawyer provided that it gives the other party written notice at least three (3) business days in advance of its intention to do so;
 - (d) any party or the mediator shall be entitled to withdraw from the mediation at any time;
 - (e) the mediation shall end on the earlier of (a) the date that the parties enter into a binding settlement agreement with respect to the Dispute (b) the date that any party or the mediator withdraws from the mediation, or (c) at 5:00 p.m. (Eastern time) on the day that is the 30th day after the notice of mediation was received per the terms of this Agreement; and
 - (f) the fees and expenses of the mediation shall be borne as specified in a settlement if a settlement is obtained. If no settlement is obtained, the mediator's fees and expenses shall be as specified in the notice issued by the mediator stating that the mediation has failed. Each party shall bear its own expenses of the mediation whether or not it is successful.

23.8 Arbitration of a Dispute shall be subject to the following terms and conditions:

- (a) The Dispute shall be determined by the provisions of the *Arbitrations Act* (Ontario) by a sole arbitrator agreed upon by the parties, or failing agreement, appointed by a judge of the Ontario Superior Court of Justice upon the application of either of the parties; and
- (b) any determination by arbitration shall include a determination as to payment of the costs of the arbitration and shall be binding upon the parties, who shall not have any right of appeal from such determination.

23.9 The negotiations and other settlement efforts of the parties shall, in all respects, be kept confidential and shall be strictly without prejudice. All information provided, documents disclosed, or statements made in the course of those negotiations and settlement efforts, including without limitation, any admission, view, suggestion, notice, response, discussion, position, or settlement proposal, shall be held in strict confidence by the parties and, unless there is a legal requirement that such information be revealed, it shall not be subject to disclosure through discovery or any other process or relied upon by any party and shall not be admissible into evidence for any purpose, including impeaching credibility, in any subsequent proceedings except as required by law.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous oral, written, or implied agreements between the parties relating to the subject matter hereof.

25. AMENDMENT

The terms of this Agreement may only be amended by written agreement signed by both Parties, except that the Board may unilaterally, at its sole and absolute discretion, amend Schedule A by removing a School or Schools where the Operator has failed to provide the Program at that School or Schools, on an uninterrupted basis. Such an amendment will take immediate effect and the Operator will vacate the premises within five (5) days of receiving notice of the amendment.

26. SEVERABILITY

The paragraphs and sections of this Agreement are severable such that if any word, sentence, paragraph or portion thereof is held to be illegal or unenforceable the remainder of the Agreement shall remain in full force and effect.

27. WAIVER

No waiver or breach of any term or provision of this Agreement shall be construed as a waiver of any subsequent breach of the same term or provision, or of any other portion of this Agreement.

28. ENUREMENT AND SURVIVAL

This Agreement shall enure to the benefit of and be binding on the parties and their successors and any permitted assigns. All covenants, obligations, and indemnities which by their nature are intended to continue beyond the Term of this Agreement shall survive its expiration or sooner termination.

29. HARMONIZED SALES TAX

All charges listed herein are exclusive of Harmonized Sales Tax or any other tax payable pursuant to this Agreement, which if owing shall be paid by the Operator in addition to the charges paid to the Board.

30. GENERAL

Headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of the Agreement.

This Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby specifically and irrevocably attorn to the jurisdiction of the courts thereof.

31. COUNTERPARTS

This Agreement may be executed by the Parties in separate counterparts, each of which when executed and delivered shall serve as an original.

32. NOTICE

Where either party is required to give notice to the other under this Agreement, they will do so at the following addresses:

In the case of the Board:

Upper Canada District School Board
225 Central Avenue West
Brockville, ON
K6V 5X1

Attention: Lisa Hunt

In the case of the Operator:

United Counties of Leeds and Grenville
25 Central Avenue West
Brockville, ON
K6V 4N6

Attention: Shannon Brown

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Upper Canada District School Board

Per: _____

Date _____

Jeremy Hobbs
Executive Superintendent of Business

United Counties of Leeds and Grenville

Per: _____

Date _____

Corinna Smith-Gatcke, Warden

I/We have the authority to bind the Corporation.

Per: _____

Date _____

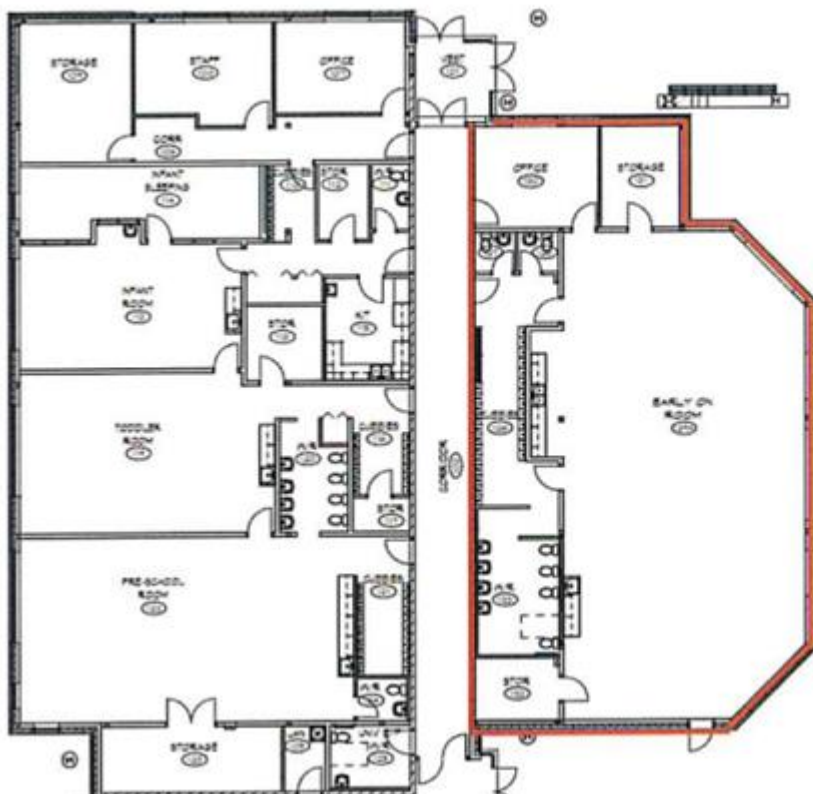
Andrea Bolton, County Clerk

I/We have the authority to bind the Corporation.

SCHEDULE "A"

School Locations

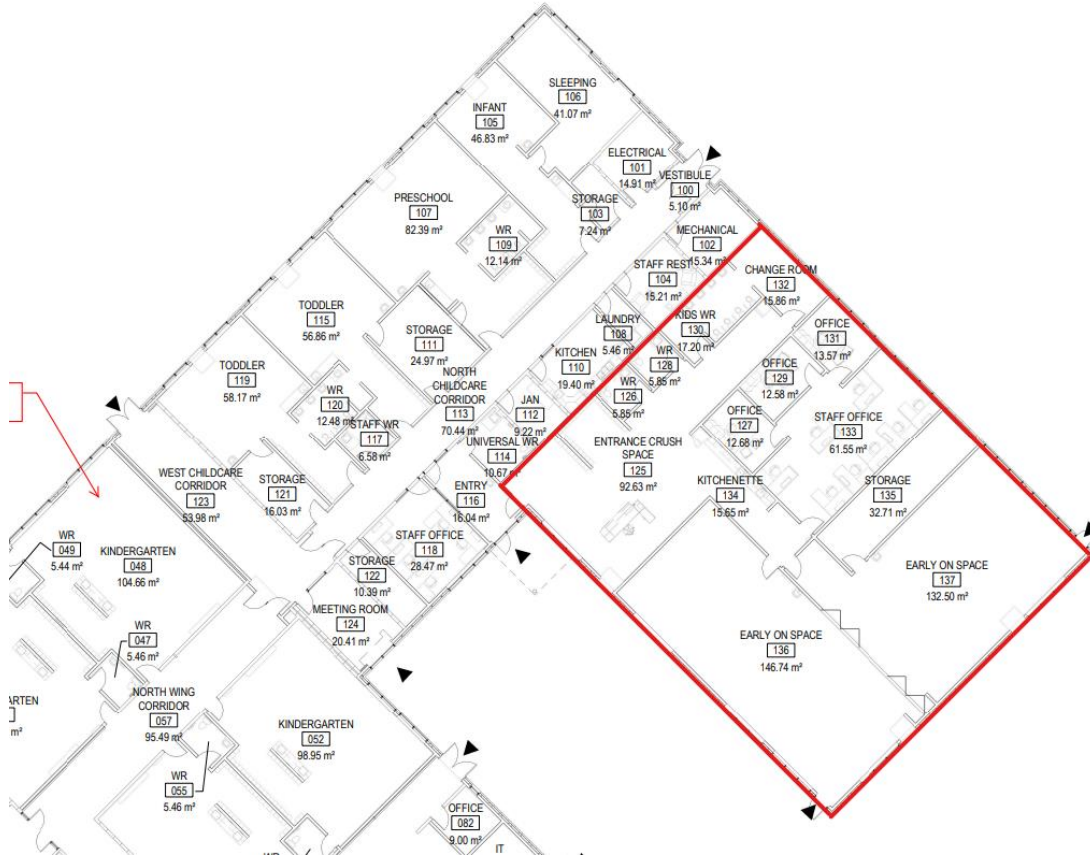
Kemptonville Public School – 3010 sq. ft.



SCHEDULE "A"

School Locations

Swift Waters Elementary School – 6086 sq. ft.



SCHEDULE "B"

Custodial Cleaning Tasks at School Locations

CLASSROOM CLEANING:

Daily procedures:

- chalkboard trays cleaned regularly
- empty pencil sharpeners
- empty wastebaskets, change liners as required
- sweep floors or vacuum carpets daily
- low and high dusting as required
- remove spots, fingerprints, writing, etc... from walls, doors, door frames, as required
- clean tabletops and sinks regularly
- damp-mop floors as required
- check for burnt lights daily and replace

WASHROOM SANITATION:

Daily Procedures:

1. Flush all toilets.
2. Empty all waste receptacles.
3. Sweep the floor.
4. Fill dispensers.
5. Clean sinks, mirrors, dispensers, partitions, walls, and waste receptacles.
6. Clean toilets, and urinals, inside and out, using proper cleanser.

METHOD USED:

- swab toilet and urinals with a liberal amount of proper disinfecting solution.
 - wipe off surfaces with a damp disinfected rag. (solution in bucket - for washrooms only)
 - Acidic bowl cleaner to be used inside toilet bowls and urinals as required.
7. Damp-mop floors with germicidal cleaner, using a separate, labeled mop. "FOR WASHROOMS ONLY". Use "Wet Floor" signs as required.
 8. Ventilation diffusers to be always kept clean.

SUMMER CLEANING:

Annual complete cleaning of room which can include the following: Stripping, floor sealer, coating or re-coating of floor finish, washing of all walls, lights, and furniture (toys and personal equipment are not cleaned).

This cleaning will take place the first full week of August unless notified 8 weeks before the end of the school year. The Operator will need to vacate, including office space, and arrange with the school Principal to use alternate space within the school for the full week if the Operator wishes to have the floors stripped, sealed, and coated.