

Request for Child Care Services Provider
St. Angela Merici Catholic School
ISSUED: March 10, 2020

Service Overview

The St. Clair Catholic District School Board (hereafter, the Board) invites interested child care agencies licensed under the *Child Care and Early Years Act, 2014* to submit a proposal to operate Full Day Childcare for Infants, Toddler, Preschool, Before and After School and / or Extended Day Program for the school year beginning in September 2020 at our new school, St. Angela Merici Catholic School located at 801 McNaughton Ave, Chatham.

This school is currently being built and paid for by the Province and will be a part of the new school building with its own playground area. The Child Care facility is approximately 5314 sq. ft. and is designed to accommodate 49 early learning and childcare spaces consisting of 10 infants, 15 toddlers and 24 preschool children; before and after school / extended day programs will be operated out of shared space within the school. It is anticipated that the school facility may be ready for the child care opening during Summer 2020.

The child care provider shall maintain a competitive fee schedule and operating hours that meet the needs of the families; at minimum 6:30am – 6:00pm Monday through Friday throughout the year, except statutory holidays. The awarded agency will operate as third-party service provider and must enter into a multi-year lease agreement (Appendix C) with the Board.

Evaluated Service Requirements

Proposal submissions should include the following requirements:

Organization & Operations
<ul style="list-style-type: none">• Evidence of a Purchase of Service Agreement with the appropriate Municipality; or a letter of intent from Municipality for a Purchase of Service Agreement;• Information regarding organization's history, details of your current centre(s), management experience/ credentials and positive licensing history;• Complete list of agency board members and directors;• Hours of operation for the centre that meet or exceed minimum of 6:30am-6:00pm;• Evidence of agency policy confirming the child care program will operate year-round, including non-instructional days;• Defined strategies that the agency will use to ensure effective communication with staff, parents, school administrators, school staff and outside agencies;

- Defined strategies the agency will use to deal with recruiting and retaining high quality child care staff;
- Evidence of agency's professional development policy addressing how they will ensure staff working with children will be supported in their learning needs and financial commitment (ex: % of budget towards PD);
- Evidence of agency's plan to address Chatham – Kent's child care needs for before and after school programming, and;
- Evidence of agency's inclusion policy around supporting children with special needs.

Finance

- Two years of financial statements and demonstrated ability to fund equipment start up and daily operations;
- Proposed budget for this centre, and
- Projected competitive fee schedule.

References

- Minimum of Two (2) references must be provided at least one from each of the following categories; (references must include a contact name, organization name, address and daytime contact phone number).
 - Client reference
 - Professional agency reference (support agencies, college etc.)
 - School principal

The Board reserves the right to contact these references, as well as other industry sources at it's discretion.

Evaluation Process

Submissions from qualified agencies will be individually reviewed and scored by a team of representatives from the SCCDSB, Municipal Children's Services Departments and CLASS. A consensus score will be reached by all evaluators.

Points will be assigned solely based on the responses provided to the specific individual questions detailed in the table below. No assumptions will be made. Responses must be provided to the specific individual criteria and requirements as laid out in the table and submitted as directed in this document.

The Board reserves the right to seek clarification and supplementary information relating to the clarification from Proponents after the proposal submission deadline to clarify or verify details of the Requirements to allow for a comprehensive assessment of the Proposal. Requests for clarification by the evaluation team shall be sought in writing and responded to by the Proponent in writing. The response received by the Board from a Proponent shall, if accepted by the Board, form an integral part of that Proponent's Proposal. The Board reserves the right to meet with any or all Proponents to obtain information about or clarification of their Proposal. In the event that the Board receives information during the evaluation process which results in earlier information provided by the Proponent being deemed by the Board to be inaccurate, incomplete or misleading, the Board reserves the right to revisit and/or adjust its scoring of Requirements.

Award

The Board has the right to reject any or all proposals. The invitation to submit a proposal does not constitute an offer by the Proponent to enter into a contract. The SCCDSB reserves the right to withdraw the award to a successful proponent within 30 days of the award if, in the opinion of the SCCDSB, the successful proponent is unable or unwilling to enter into a form of contract satisfactory to the SCCDSB. The SCCDSB shall be entitled to do so without any liability being incurred by the SCCDSB to the proponent.

Bid Acceptance

It shall be understood by all proponents, that the proposal submission shall be valid and subject to acceptance by the Board, and that no adjustments shall be made to the proposal for a period of up to and including sixty (60) days from the competition Closing Date to allow sufficient time for evaluation of the proposals.

The Board reserves the right to determine the successful proponent at its sole discretion. The Board reserves the right to decline any or all proposals, in whole or in part, at any time prior to making an award.

The successful proponent shall be required to enter into a formal lease with the Board, which will include the terms and conditions of the Request for Child Care Provider documents, the Proponent's proposal, and all other applicable documents.

Weight & Points Assigned

Each Criteria is assigned the maximum number of points that can be awarded. Each section has a weighted value of the overall score.

- Organization & Operations results will be weighted at sixty five percent (65%) of the total score.
- Financial results will be weighted at twenty five percent (25%) of the total score.
- References results will be weighted at ten percent (10%) of the total score.

The total points of each section will be summed and given a weighted value. For example, if a proponent achieves 50 points for Organization & Operations, the weighted value would be $50 \times 65\% = 32.5$ points.

The Board reserves the right to calculate the cumulative score rounded to one decimal place. By submitting a Proposal, the Proponent agrees to have accepted the evaluation process.

Where appropriate, the Board, in its absolute discretion, may not use every level within the rating method and may also award partial points where applicable.

Score out of 5 divided by 5 then multiplied by the number of available points assigned to that question. For example: The question is worth 10 points. The Consensus Score was 4 out of 5: $4 \div 5 = 0.80 \times 10 = 8.0$ out of a possible 10 points. Therefore, the Proponent's score is 8.

The highest scoring Proposal will be deemed to be the Proponent with the highest cumulative score. In the event of a tie, a coin flip conducted by the CLASS Finance Administrator (or designate) with a minimum of one other Board staff will determine the successful proponent.

For Requirements that are not quantitative in nature, the following scoring scale will be applied:

5	Superior Response	The Proponent's submission is highly comprehensive, and the contents fully demonstrate how the Proponent will meet all the Requirements. In addition, the submission covers areas beyond the Requirements that would prove both valuable and beneficial to the Board that are considered in scope or clearly demonstrates how Requirements will be exceeded.
4	Good Response	The Proponent's submission demonstrates how the Proponent will meet all the Requirements and demonstrates a clear, concise and thorough knowledge of the Requirements with no deficiencies noted.
3	Satisfactory Response	The Proponent's submission demonstrates the Proponent's ability to meet some of the Requirements and demonstrates a basic knowledge of the subject matter.
2	Limited Response	The Proponent's submission does not address all the Requirements and/or demonstrate knowledge of the subject matter.
1	Inadequate Response	The Proponent's submission does not adequately demonstrate the ability to meet basic Requirements due to limited detail and an unclear response, which fails to demonstrate knowledge of the subject matter.
0	Zero Response	The Proponents submission fails to demonstrate the ability to meet any of the Requirements or knowledge of the subject matter or where no information has been provided.

Service Requirement Scoring Weight and Points

The following table outlines the individual criteria and requirements of the submissions that will be scored as well as the weight and points assigned:

No.	Criteria	Requirements	Weight	Points Assigned
Organization & Operations			65%	
1	Inclusive organization	Purchase of Services Agreement; or a letter of intent		10
2	Organizational history	Management experience / credentials Positive licensing history		5
3	Management structure	Complete list of board members / directors		5
4	Hours of Operation	Minimum 6:30am-6:00pm / Additional or Extended hours		5
5	Days of Operation	Policy that child care will operate year-round.		10
6	Partnerships	Communication strategy for staff, parents, school administrators, school staff and outside agencies		5
7	Quality Staff	Strategies for recruiting and retention of high-quality staff		5
8	Staff training & development	Professional development policy and supports to meet staff learning needs		5
9	Enrollment policy	Plan to address meeting the need for Before & After program in the school		5
10	Inclusiveness	Inclusion policy for supporting children with special needs		10
Finance			25%	
11	Financial security	Two years of financial statements and demonstrated ability to fund equipment start up and daily operations		10
12	Budget	Proposed budget for the centre		5
13	Fee Schedule	Projected competitive fee schedule		10

No.	Criteria	Requirements	Weight	Points Assigned
References			10%	
14	Provide References	Provide minimum of two (2) references		5
15	Positive References	Provide positive reference(s)		5

All submissions must include organization name / address / business registration information and must be received in **electronic format.**

Issue Date: Tuesday, March 10, 2020
Last Day to Submit Questions: Friday, March 20, 2020 @ 12:00 PM
Responses to Questions Received: Tuesday, March 24, 2020
Closing Date and Time: Tuesday, April 7, 2020 @ 3:00:00 PM

Addenda

If an addendum is issued, the document(s) will be made available to Proponents through the same platform that the original documents were issued. Proponents are responsible for verifying before submitting its response that it has received all addenda that may have been issued.

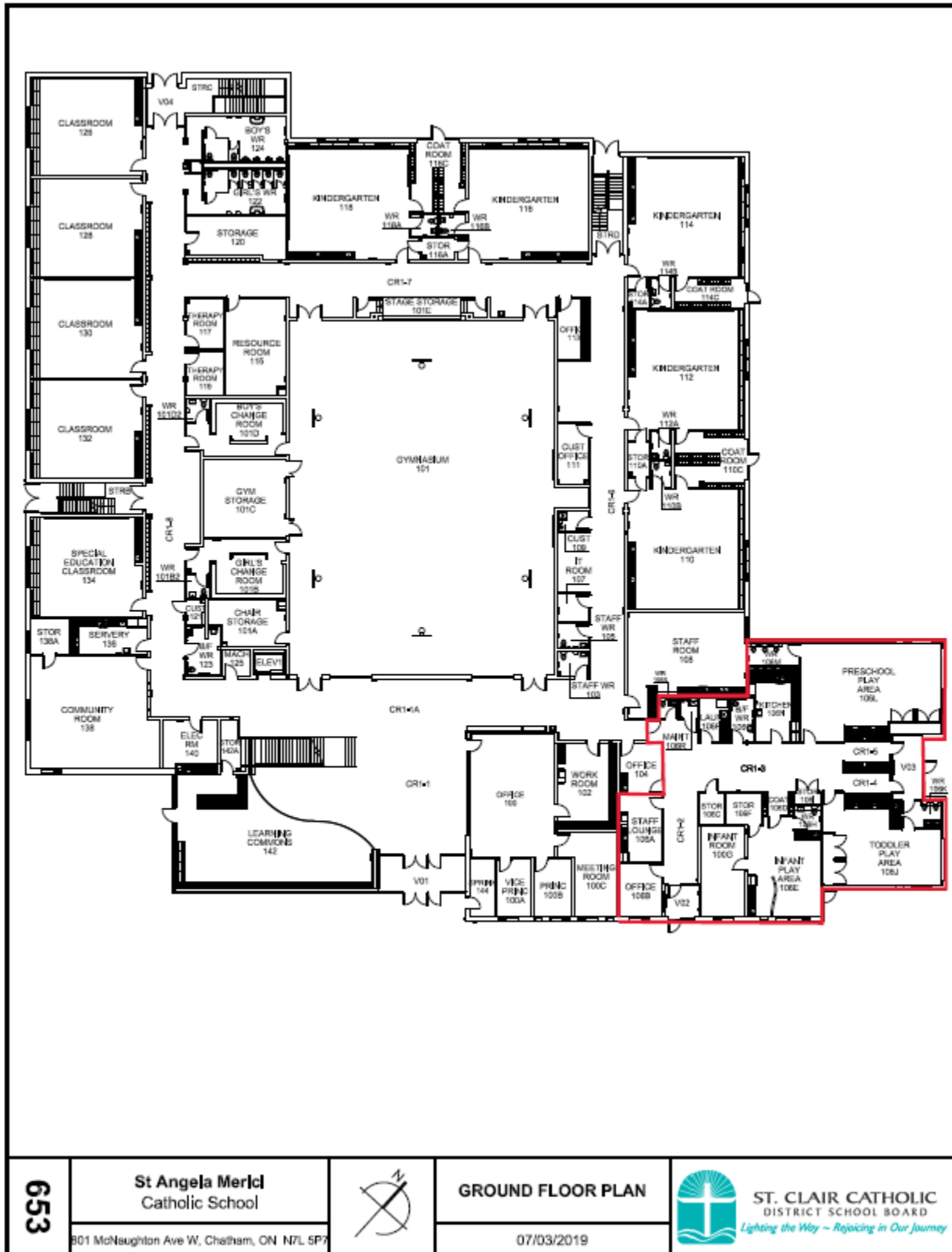
Submissions and / or questions to be directed to:

Michelle Johnston, Finance Administrator CLASS: michelle.johnston@ccklass.ca
519-267-0835 or toll free 1-877-887- 4025 ext 285

Attachments:

- Appendix A** – Child Care Floor Plan
- Appendix B** – Child Care Playground Plan
- Appendix C** – Blank Lease Agreement (rates included in document)

Appendix A – Child Care Floor Plan



653

St Angela Merici
Catholic School



GROUND FLOOR PLAN

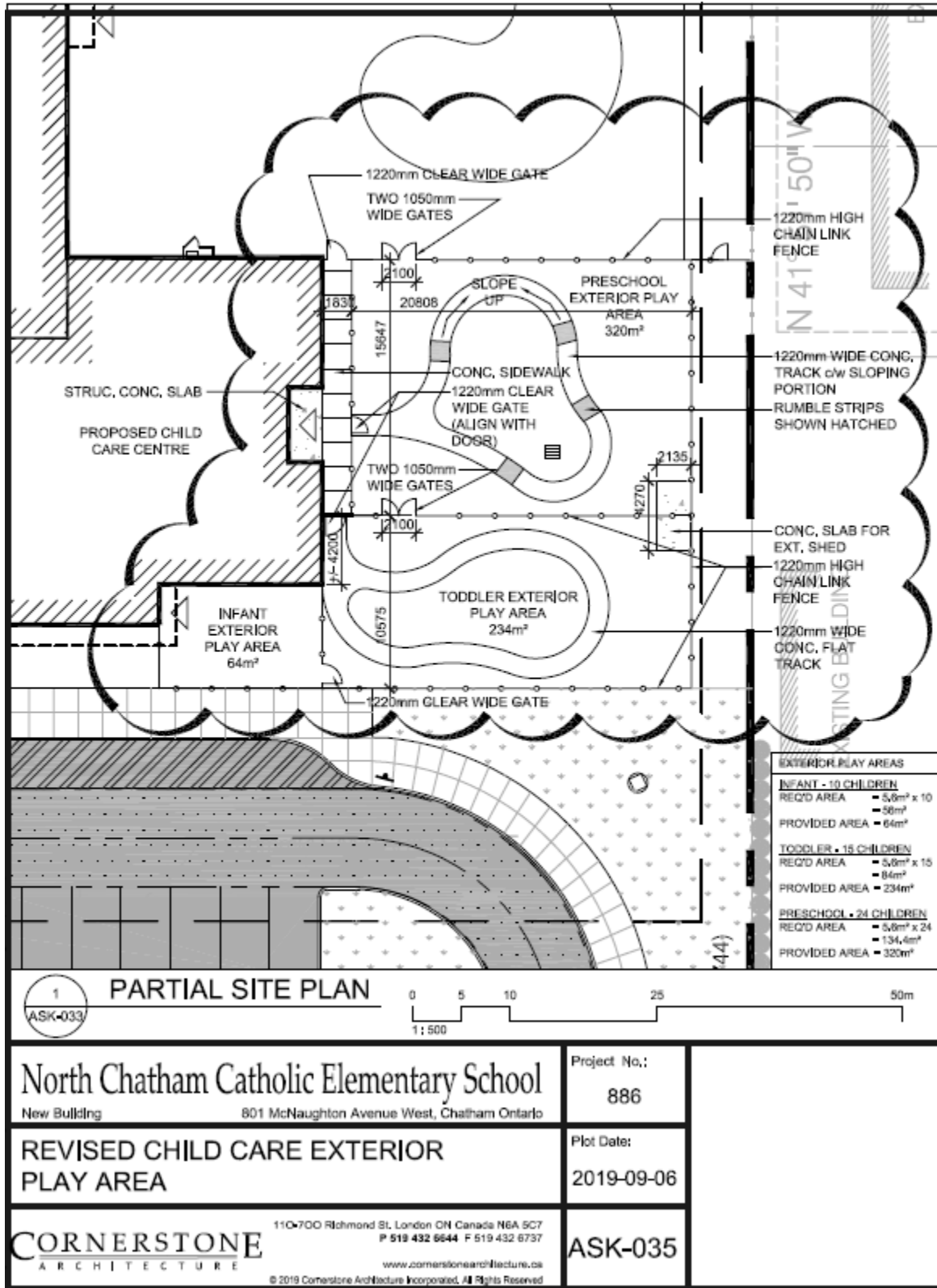


ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD
Lighting the Way – Rejoicing in Our Journey

801 McNaughton Ave W, Chatham, ON N7L 5P7

07/03/2019

Appendix B – Child Care Playground



**FULL DAY CHILD CARE PROGRAM LEASE
(DEDICATED “WING”)**

THIS LEASE made as of the [•] day of [•], 20[•],

B E T W E E N:

ST CLAIR CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter the “**Board**” or the “**Landlord**”)

OF THE FIRST PART

- AND -

[•]

(hereinafter the “**Tenant**”)

OF THE SECOND PART

WITNESSETH AS FOLLOWS:

ARTICLE 1 - BASIC TERMS, DEFINITIONS

1.01 Basic terms

(a) Board/Landlord: St. Clair Catholic District School Board
Address: 420 Creek Street
Wallaceburg, Ontario
N8A 4C4
Attention: Associate Director – Corporate Services

(b) Tenant: [•]
Address: [•]
Attention: [•]

(c) Premises: The area designated in red on Schedules A and B hereto of the building located at **1801 McNaughton Ave, West Chatham, Ontario.**

(d) Rent: As set forth in Schedule C hereto, subject to adjustment as provided for in Section 3.05.

(e) Term: Seventy-four (74) consecutive months.

(f) Commencement Date: July 1, 2020.

(g) Permitted Use (Section 5.01): Operation of a duly licensed child care pursuant to CCEYA and the Tenant's service agreement with the Consolidated Municipal Service Manager with jurisdiction over the Tenant.

(h) Hours of Operation (Section 5.02): Monday through Friday, inclusive, on a year-round basis (excluding statutory holidays), within the hours of 6:00 a.m. to 6:00 p.m. (local time).

1.02 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

(a) **"Applicable Laws"** means all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction over the Board, the School, the Tenant or any of them, and all amendments thereto, at any time and from time to time, including, without limitation, the *Education Act* (Ontario) and the *Child Care and Early Years Act* (Ontario) (the **"CCEYA"**);

(b) **"Authorized Tenant Persons"** has the meaning set out in Section 9.01;

(c) **"Building"** means the School building as shown on Schedule A hereto;

(d) **"Building Systems"** means:

(i) the heating and ventilation systems and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the following systems, services, installations and facilities: mechanical (including plumbing, drainage and sewage), electrical and other utilities, lighting, life safety (including fire prevention, communications, security and surveillance), and refuse removal; and

(ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;

(e) **"Business Day"** has the meaning set out in Section 18.06;

(f) **"Commencement Date"** means the date set out in Section 1.01(f);

- (g) “**Dispute**” has the meaning set out in Section 17.01
- (h) “**Entrance**” means the entrance designated on Schedule B hereto;
- (i) “**Event of Default**” has the meaning set out in Section 16.01;
- (j) “**Expiry Date**” has the meaning set out in Section 2.03;
- (k) “**Hours of Operation**” has the meaning set out in Section 5.02;
- (l) “**Leasehold Improvements**” means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding equipment not in the nature of fixtures;
- (m) “**Outdoor Play Space**” means the outdoor play area shown on Schedule A hereto as being for use by the Tenant;
- (n) “**Permitted Use Areas**” has the meaning set out in Section 9.01;
- (o) “**Play Structures**” means the outdoor play structures described in Schedule D hereto;
- (p) “**Premises**” means the premises identified in Section 1.01(c) and all rights and easements appurtenant thereto;
- (q) “**Principal**” means the principal, from time to time, of the School;
- (r) “**Program**” means the child care program to be operated by the Tenant in the Premises as contemplated by Section 5.01 hereof;
- (s) “**Rent**” means the rent payable by the Tenant pursuant to Section 3.02;
- (t) “**Rental Taxes**” means any and all taxes or duties imposed on the Board or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date of this Lease or hereinafter imposed by any governmental authority, including, without limitation, property tax, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;
- (u) “**School**” means the Board’s school known as **St. Angela Merici** and located at **1801 McNaughton Ave, West Chatham, Ontario**;
- (v) “**Supplied Furniture and Equipment**” has the meaning given in Section 10.09;
- (w) “**Term**” means the period specified in Section 2.03 and, where the context requires, any renewal, extension or overholding thereof;
- (x) “**Trade Fixture**” means any personal property used in connection with the operation of the Premises which is fixed or attached to any part of the Building;

(y) **“Transfer”** means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and

(z) **“Transferee”** means any person or entity to whom a Transfer is or is to be made.

ARTICLE 2 - DEMISE AND TERM

2.01 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Board demises and leases to the Tenant and the Tenant rents from the Board the Premises.

2.02 Resolution of Unspecified Matters

The Principal and the site staff of the Tenant shall, in good faith, endeavour to reach agreement on all matters relating to the Tenants lease of the Premises, to the extent not specified herein.

2.03 Term and Early Termination

The Term is for a period of seventy-four (74) consecutive months, commencing on the Commencement Date and ending on August 31, 2026 (the **“Expiry Date”**); provided that, either party may terminate this Lease as at a calendar month end on not less than one hundred and eighty (180) days’ prior written notice to the other party.

2.04 Renewal

Assuming the Tenant is not in breach of any of its obligations hereunder, the parties shall, not less than one hundred and eighty (180) days prior to the expiry of the Term, meet to discuss the terms and conditions upon which the arrangements contemplated hereunder might be renewed.

2.05 Holding Over

If at the expiration of the Term, the Tenant shall hold-over with the consent of the Board, the tenancy of the Tenant thereafter shall, in the absence of a written agreement to the contrary, be on a month to month basis, at a monthly rent equal to one-twelfth (1/12) of the annual Rent payable for the year immediately preceding such expiration, payable monthly in advance on the first (1st) day of each month and such tenancy shall be subject to all other terms and conditions of this Lease, including, Section 3.05 hereof; and, provided that, the Board may by notice in writing terminate any such month to month tenancy on sixty (60) days prior written notice to the Tenant.

ARTICLE 3 - RENT

3.01 Covenant to Pay, Gross Lease

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be gross to the Board and inclusive of all costs and charges arising from or relating to the Premises, unless otherwise provided for herein and the Tenant covenants with the Board accordingly.

3.02 Rent

Subject to subsection 3.05, the Tenant agrees to pay to the Board as Rent during the Term (without any withholding, compensation or reduction whatsoever), the amounts specified in Schedule C hereto, together with HST thereon. All Rent payments and other payments owing by the Tenant to the Board pursuant to the terms of this Lease (unless otherwise indicated in writing by the Board), will be made by the Tenant to:

Chatham-Kent Lambton Administrative School Services, 600 Gillard St. Wallaceburg, ON N8A 4L3

The Tenant shall make all Rent payments without any prior demand or invoicing therefor, with the first payment due on the Commencement Date and continuing monthly, (on the first of the month), in advance, throughout the Term on the basis set out in Schedule C hereto. All rental payments are to be Electronic Funds Transfer (EFT) or Pre-Authorized Debit (PAD)

3.03 Taxes

(a) The Tenant will pay to the Board the Rental Taxes assessed on: (i) the Rent; (ii) the Board; and/or (iii) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension thereof.

(b) The Tenant shall pay all taxes, rates, charges and licence fees assessed, levied or imposed in respect of the personal property, business or income of the Tenant as and when the same may become due and payable.

3.04 Rent and Other Amounts Past Due

If the Tenant fails to pay any Rent or other amounts owing by it to the Board pursuant to this Lease when the same are due and payable, such unpaid Rent or other amounts shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such Rent or other amounts become due until paid by the Tenant.

3.05 Amendment to Amount of Rent

The Tenant acknowledges that the Rent is based, in part, on a proportionate allocation of the Board's costs in respect of custodial wages and benefits, utilities, supplies, maintenance, snow removal, grounds care, capital costs associated with maintaining the

premises and that the Ministry of Education has a funding formula for same which focuses on facility annual operating and capital costs. To the extent that the Ministry of Education funding model for facility operating and capital annual costs are increased (being indicative of those costs having increased), at any time during the Term, the amount of Rent to be paid by the Tenant pursuant to the provisions of this Lease shall be amended accordingly. Amendments to the amount of Rent shall become effective on the sixtieth (60th) day after the Board notifies the Tenant of same. Furthermore, if during the Term, the Ministry of Education provides additional guidance or directives regarding the rent school boards should be charging in circumstances like those contemplated in this Agreement, the parties shall meet to negotiate, in good faith, for purposes of arriving at an approach to the calculation of Rent in a manner which is consistent with any such guidelines or directives.

ARTICLE 4 - UTILITIES AND BUILDING SYSTEMS

4.01 Utilities and Other Services

The Board shall be responsible for providing garbage removal, custodial services and supplies (per Part I of Schedule D) in addition to heat, hydro, water, snow removal and any other utility which is available in the School generally. The Tenant shall be responsible for obtaining and paying for their own internet and phone services as they may require. Notwithstanding the generality of the foregoing, the Board's responsibility to provide custodial services shall extend only to those times that the Board normally assigns a custodian to the School. In the event that the Tenant wishes to operate the Program at the Premises at any time when the Board would not normally assign a custodian to the School, the provisions of Part II of Schedule D hereto shall apply. The Lessee hereby acknowledges and agrees that custodians are not normally assigned by the Board to Schools on: statutory holidays, Easter Monday, Civic Holiday (August), During Christmas Break in each year; during the months of July and August; weekends; or outside the scheduled custodial coverage on a weekday that the School is normally open for the instruction of its students.

4.02 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the Building or the electrical wiring and service in the Premises or the Building. The Tenant shall ensure that any equipment used by it in the Premises or the Building shall have and bear the appropriate standard and/or approval of the Canadian Standards Association and otherwise comply with all Board requirements, from time to time, in respect thereof.

4.03 No Liability

In no event shall the Board be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises or the Building.

4.04 Building Systems

The Board shall, throughout the Term, operate, maintain, repair, replace and regulate the Building Systems in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises and so as to maintain the Building Systems in a good and working order.

ARTICLE 5 - USE OF PREMISES

5.01 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose of providing duly licensed child care, pursuant to the CCEYA and in accordance with the Tenant's service agreement, from time to time, with the Consolidated Municipal Service Manager with jurisdiction over the Tenant and for administrative purposes relating thereto.

5.02 Hours of Operation

The Tenant shall and may only operate its Program Monday through Friday, inclusive, on a year-round basis (excluding statutory holidays), within the hours of 6:00 a.m. to 6:00 p.m. (the "**Hours of Operation**"). In the event the Tenant intends to access the Premises outside the Hours of Operation, it will provide the Principal and CLASS Supervisor of Child Care Service with not less than twenty-four (24) hours prior written notice of same. If the Tenant wishes to access any other areas of the School: (a) during the hours of Operation, it shall seek and obtain the prior approval of the Principal (which the Principal may give or withhold for any reason); and, (b) outside of the Hours of Operation, it may only do so pursuant and subject to the procedures, rules and regulations for the "Community Use of Schools" program operated by CLASS Shared School Services on behalf of the Board and which may be accessed at www.communityuseofschools.ca.

5.03 Conduct of Operations

(a) The Tenant shall maintain and conduct its operations in a reasonable and proper manner, so as not to interfere with the Board's use of the remainder of the Building. In operating its Program, the Tenant shall comply with all Applicable Laws. Without in any way limiting the generality of the foregoing:

- (i) the Tenant shall comply with all requirements of Ontario Regulation 562 promulgated pursuant to the *Health Protection and Promotion Act* (Ontario), as the same may be amended, replaced or superseded;
- (ii) the Tenant shall comply with police, fire and health regulations and requirements; and
- (iii) the Tenant shall, prior to the Commencement Date, obtain all required licenses and approvals, including, without limitation: (A) required licenses under the CCEYA; and, (B) municipal licenses and approvals, for the operation of its Program under this Lease and undertakes to provide the Board with evidence of same, from time to time, on request.

(b) If, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant shall immediately: notify the Principal; and, subject to the direction of the Principal, clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense. On the termination of this Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Premises, it has brought to or created at the Premises.

(c) The Tenant, its employees, servants, volunteers, invitees and others under its control or for whom it is otherwise responsible for at law shall comply with all policies, procedures, rules and regulations adopted by the Board, from time to time, which relate to the Building and/or the School, including, without limitation, emergency procedures. Without limiting the foregoing, the Tenant acknowledges and agrees that:

- (i) smoking is prohibited in and on all Board property;
- (ii) Board sites may be equipped with video surveillance cameras. The Tenant agrees to the use of all such surveillance as the Board determines appropriate; and
- (iii) the Tenant will cooperate with all recycling and environmental procedures and initiatives established by the Board and under Applicable Laws.

(d) The Tenant's employees, agents and independent contractors shall: not be considered Board employees; not represent themselves as an agent of the Board; nor, be eligible for any of the benefits provided to Board employees. The Board reserves the right to demand the removal of any of the Tenant's personnel or invitees from the School if, in the Board's opinion, such person's conduct has been unacceptable.

5.04 Parental Consents

The Tenant shall ensure that it obtains, in advance, all necessary parental consents for the participation of all children in its Program.

5.05 Tenant Reporting

The Tenant shall ensure that all of its employees, servants and volunteers are fully knowledgeable of the details of all of the Board's Safe Schools Policies and Procedures. Furthermore, the Tenant shall be responsible for ensuring that all of its employees, servants and volunteers fully comply with all of the requirements of such policies and procedures, including, without limitation, complying with all reporting requirements found under such policies and procedures, in the same manner in which the Board and its employees, servants and/or volunteers are intended to comply with same. The Tenant shall undertake whatever actions may be necessary under applicable privacy legislation to allow it to comply with such reporting requirements.

5.06 Criminal Background Checks

Prior to commencing any activities in the Building, the Tenant shall provide the Board with:

- (a) a copy of the Tenant's policies and procedures (the "**Tenant's CBC Policies and Procedures**") with respect to criminal background checks for its employees, servants, volunteers and others for whom it is responsible for at law; and,
- (b) a sworn declaration (in such form as may be required by the Board, from time to time), pursuant to which the Tenant represents and warrants to the Board that:
 - (i) the Tenant has obtained criminal background checks (which shall include, in each case, a vulnerable sector check), in respect of all of the Tenant's employees, servants, volunteers and others for whom it is responsible for at law and who will be entering the Building on a regular basis in connection with the Program; and,
 - (ii) pursuant to the Tenant's CBC Policies and Procedures, it is appropriate that those individuals be allowed to enter the Building.

The Tenant shall not amend the Tenant's CBC Policies and Procedures without advising the Board of any amendments, in writing. The Tenant shall, on the request of the Board, provide the Board with copies of the Tenant's then-current Tenant's CBC Policies and Procedures and/or any criminal background checks and/or offense declarations it has obtained in respect of any of its employees, servants, volunteers and others for whom it is responsible for at law who have or will be entering the Building. If the Tenant proposes to have any new employee, volunteer, invitee or other individual for whom the Tenant is responsible for at law enter the Building in connection with the Program, the Tenant shall ensure that prior to such individual being allowed to enter the Building, the Tenant provides the Board with a sworn declaration (in such form as may be required by the Board, from time to time) and pursuant to which the Tenant represents and warrants to the Board that the Tenant has obtained a criminal background check (which shall include, in each case, a vulnerable sector check), in respect of such individual and concluded that based on the Tenant's CBC Policies and Procedures it is appropriate that such individual be permitted to enter the Building. To the extent the Term exceeds one (1) year and the Tenant has already obtained the aforementioned criminal background checks in respect of all of its employees, servants, volunteers and others for whom it is responsible at law and provided the Board with a sworn declaration in respect of said individuals (on the basis aforesaid), the Tenant shall:

- (A) collect an offence declaration for each such person by September 1 of each year during which this Agreement is in force (in such form as may be required by the Board, from time to time); and,
- (B) provide the Board with a sworn declaration (in such form as may be required by the Board, from time to time), pursuant to which the Tenant represents and warrants to the Board that the Tenant has: (i) collected all such offense declarations; and, (ii) concluded on the basis of same and the Tenant's CBC Policies and Procedures that it is appropriate for all such individuals to enter the Building.

The Tenant shall be responsible, at its own cost, for obtaining the aforementioned criminal background checks and/or offence declarations and otherwise complying with the provisions of this section 5.06, in accordance with Applicable Laws, including, without limitation, applicable privacy legislation. The Tenant shall ensure that none of its employees, volunteers, invitees or other individuals for whom the Tenant is responsible for at law enter into the Building in connection with the Program, unless the requirements of this Section 5.06 have been complied with in respect of the applicable individual. Furthermore and notwithstanding any other provision of this Agreement, the Board shall (based on any information provided to it), be entitled to direct that any particular Tenant employee, volunteer, invitee or other individual for whom the Tenant is responsible for at law not be permitted to enter the Building and the Tenant shall ensure that such direction is complied with.

5.07 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises or other portion of the Building permitted to be used by them, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises or other portion of the Building permitted to be used by them. The Tenant shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises or other portion of the Building permitted to be used by them.

5.08 Interference with Use and Enjoyment

No portion of the Premises or the School shall be used or occupied by the Tenant in a manner which is likely to damage or injure any person or the School or in a manner which will unreasonably interfere with the use and enjoyment of the School (other than the Premises), by the Board and any of its other tenants or invitees. In addition to the foregoing, the Tenant agrees that it shall use the Premises and the other areas of the School it is permitted to use, at all times, in a manner that is compatible with the safe and proper operation of the School.

5.09 Safety

The Tenant hereby agrees to cooperate with the Board and to take any and all steps necessary in order to promote and maintain user safety, including, without limitation, the Tenant agrees that the children in its Program will not be permitted to be in any part of the School unless supervised by the Tenant's officers, agents, employees, servants or volunteers.

5.10 Workplace Safety and Insurance Act

Without in any way limiting the Tenant's obligations under section 5.01 with respect to its compliance with all Applicable Laws, the Tenant agrees that it will comply with all aspects of the *Workplace Safety and Insurance Act* and shall provide the Board with reasonable evidence of the Tenant's compliance therewith upon request (including all related insurance requirements), in relation to the Program. The Tenant shall report to the Board all workplace injuries involving any of the Tenant's personnel or invitees within twenty-four (24) hours of the occurrence of same.

ARTICLE 6 - PARKING AND DROP-OFF ARRANGEMENTS

6.01 Parking

The employees, servants, volunteers and invitees of the Tenant shall, during the normal hours of operation of the Premises (as set forth in this Lease) and for a period of up to one (1) hour both before and after same, be entitled to utilize the parking spaces designated for the Tenant's use by the Principal or the Board. The Tenant shall ensure that any of its employees, servants, volunteers and invitees utilizing the aforementioned parking spaces shall access same through the entrance to the parking lot in which said parking spaces are located. The Tenant shall ensure that none of its employees, servants, volunteers or invitees utilize the aforementioned parking spaces at any times other than as specified in this Section 6.01 and shall further ensure that no such person leaves any debris or other materials, whatsoever, on or near such parking spaces or in the parking lot. No other parking on any School property by the Tenant's employees, servants, volunteers or other persons associated with the Program (including, any parents of children in the Program), shall be permitted.

6.02 Drop-Off

The Tenant shall ensure that parents of children in the Program utilize only the area designated by the Principal or the Board for purposes of dropping off and picking up their children at and from the Program. The Tenant shall ensure that none of its employees, agents or any other persons associated with the Program (including, any parents of children in the Program), park or leave idling any vehicle in such area or elsewhere on any School property. For purposes of certainty and without limiting the foregoing, the Tenant shall ensure that none of its employees, servants, volunteers nor any other persons associated with the Program (including, any parents of children in the Program), leave any vehicle unattended in or on, such drop off area or any driveway or roadway on the School property and the Tenant shall take all such actions as are necessary to ensure same does not occur.

ARTICLE 7 - ACCESS TO PREMISES

7.01 Access by Tenant

The Tenant agrees that its employees, servants, volunteers and invitees, as well as the children in its Program and the parents of those children, shall access and depart the Premises through the Entrance (identified on Schedule B) by using the hallway(s) connecting the approved entrance and leased space.

7.02 Locks and Keys

The Lessee will not install any form of lock on any doors of the Premises and will not change any of the current locks thereon without the Board's prior written consent. If the Lessee requires any additional keys for the Premises, it will request same from the Board and same will be provided by the Board. All keys provided to the Tenant will be returned by the Tenant to the Board upon the expiry of this Lease.

ARTICLE 8 - PLAY STRUCTURES AND OUTDOOR PLAY SPACE

8.01 Installation of Play Structures

Prior to the Commencement Date, the Tenant shall inspect the Play Structures and satisfy itself with respect to the condition thereof. The Board shall have no obligations, whatsoever with respect to the condition of the Play Structures and it shall be the Tenant's responsibility to ensure that the Play Structures comply with all applicable regulatory requirements and codes at all times; provided that, the Tenant shall not cause any work to be undertaken in respect of the Play Structures without the prior written approval of the Board.

8.02 Use of Play Structures and Outdoor Play Space

The Tenant and the children in its Program shall have exclusive use of the Outdoor Play Space and the Play Structures during the Tenant's normal hours of operation. All use of the Play Structures shall be in accordance with all manufacturer recommendations.

8.03 Obligations Regarding Play Structures

(a) The Tenant will be responsible for developing a playground safety policy which reflects the Canadian Standards Association's standard CAN/CSA-Z614-14 (the "**CSA Standard**") and any requirements of the CCEYA, and which otherwise indicates the roles and responsibilities of its personnel regarding safety on playgrounds.

(b) Notwithstanding Section 8.03(a), the Tenant shall be responsible for daily, monthly and annual inspections of the Outdoor Play Space and the Play Structures in accordance with the requirements of the CSA Standard and provide copies of same to the Board.

(c) Subject to Section 8.04 below, the parties agree to co-operate and work together to develop a plan on how issues or problems identified in an inspection will be addressed; provided that, the Tenant recognizes and agrees that the Board shall have no obligation to fund any repairs, maintenance or replacements. Regardless, the Tenant recognizes and agrees that: it may only use such contractors to complete any repairs, replacements or installations in the Outdoor Play Space as the Board may approve; the Tenant will be responsible for all costs related thereto; and, the Board shall have the right to monitor any work undertaken and to issue directives in respect thereof, but in doing so the Board assumes no liability with respect to the completion of same.

8.04 Additional Particulars

The Board shall have no obligation to maintain or replace any Play Structure. The Board shall have the right to remove any Play Structure in circumstances when it considers it prudent to do so, due to age, wear or tear, and shall have no obligation to replace same.

ARTICLE 9 – PERMITTED USE AREAS

9.01 Permitted Access and Use

Subject in all instances to the direction and authority of the Principal, the Tenant's employees, servants and volunteers (in respect of whom Section 5.06 of this Lease has

been complied with and hereinafter referred to as “**Authorized Tenant Persons**”), shall be permitted to access and use (on an occasional basis), the areas (the “**Permitted Use Areas**”) of the School, hereto, subject to the following:

- (a) the Board’s use of the aforementioned Permitted Use Area(s) shall in all cases take priority;
- (b) the provisions of Schedule G hereto;
- (c) the Board may, in its discretion and at any time, wholly or partially restrict the use of the Permitted Use Area(s) by any and all Authorized Tenant Persons; and
- (d) in all circumstances, the Tenant shall be responsible for ensuring that the Authorized Tenant Persons utilize Permitted Use Areas in a reasonable fashion and in a manner which will not interfere with the normal course and safe operation of the School.

9.02 Access to other areas of the School

The Tenant shall be responsible for ensuring that:

- (a) Authorized Tenant Persons only access the Permitted Use Areas on the basis described in Section 9.01 above and that they do not otherwise access or attempt to make use of any other areas of the School; and
- (b) the Tenant shall be responsible for ensuring that none of its personnel or invitees (who are not Authorized Tenant Persons), nor any parents of children in the Program, nor any other persons associated with the Program, attempt to enter the School through any internal doors joining the Premises to the remainder of the Building.

ARTICLE 10 - MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES

10.01 Tenant's Obligations

Except as otherwise specifically contemplated by this Lease, the Tenant shall have no responsibility for any routine maintenance, repairs or replacements to the Premises. The Tenant shall be responsible for the cost of any repairs or replacements which are required other than as a result of normal wear and tear or which are required as a result of the negligence or misconduct of the Tenant, its employees, servants, volunteers, agents or invitees, children in its Program or those for whom the Tenant is responsible at law. The Tenant shall notify the Board as soon as it becomes aware of there being need for any maintenance, repairs or replacements to the Premises. Notwithstanding the foregoing, it is understood that should the Tenant request any improvements to the Premises, such improvements will be at the discretion of the Board and at the cost of the Tenant.

10.02 Board Obligations

Subject to the Tenant’s obligations under this Lease, including those set out in Section 10.01, the Board shall be responsible for all routine maintenance, repairs and replacements to the Premises, in accordance with its established practices for its facilities.

10.03 Inspection and Repair on Notice

The Board, its servants, agents and contractors shall be entitled to enter on the Premises at any time, without notice, for the purpose of making emergency repairs, and during normal business hours on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Premises, or for the purpose of having access to the under floor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Board, its servants, agents and contractors may, at any time and from time to time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of the Board, would likely lead to the cancellation of any policy of insurance. The Board will take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises.

10.04 Damage Caused by Tenant

The Tenant shall not permit or suffer to be permitted any damage or injury to the Premises, the School or the Supplied Furniture and Equipment (as defined in Section 10.09 below). The Tenant shall forthwith report to the Board, in writing, any damage or injury to: the Premises or the Supplied Furniture and Equipment regardless as to how it was caused; and, the School caused by the Tenant, its employees, servants, volunteers, invitees or others for whom it is responsible for at law. The repair of any such damage or injury to the Premises, the Supplied Furniture and Equipment or the School shall be completed (to the extent the Board elects to) by the Board, at the cost of the Tenant and the Tenant confirms its responsibility to, forthwith, pay for and otherwise indemnify the Board in respect of all costs associated with the repair of any such damage or injury to the Premises, the Supplied Furniture and Equipment or the School.

10.05 Alterations, Improvements, Repairs and Installations

The Tenant shall not make any alterations, improvements, repairs or installations in or to the Premises without the Board's prior written consent (which may be withheld for any reason). Regardless, if consent is so provided, any such alterations, repairs or installations made shall be: (a) at the Tenant's expense; and (b) in compliance with all policies, procedures, rules, regulations and directives of the Board relating thereto. Without in any way limiting the generality of the foregoing, the Tenant acknowledges and agrees that the Board may require that any such alterations, improvements, repairs or installations be made by and/or under the supervision and direction of the Board and that the Board shall have complete discretion, authority and direction over and in respect thereof; provided that and regardless of the foregoing, the Tenant shall be responsible for all costs associated with any: alterations, improvements, repairs or installations which are requested to be made by the Tenant; and repairs which are as a result of any damage or injury caused by the Tenant, its employees, servants, volunteers, invitees or others for whom it is responsible for at law.

10.06 Designated Substances

The Premises and/or the School may contain certain designated substances (within the meaning of Ontario Regulation 490/09), including, without limitation, asbestos, silica and

lead. As a result of the foregoing, the Tenant acknowledges and agrees that it shall ensure that none of its employees, servants, volunteers, invitees or others for whom it is responsible for at law: move or disturb any ceiling tiles within the Premises or the School; enter into any space above any ceiling or behind any wall in the Premises or the School; disturb, pierce (by nail, screw or pin), bore or drill any surface within the Premises or the School; apply any adhesive to any surface of the Premises or the School; or, intentionally disturb, chip or otherwise intentionally damage any surface within the Premises or the School. To the extent that the Tenant wishes to undertake any action which might disturb or otherwise damage any surface within the Premises or the School or which would require entry above any ceiling or behind any wall, the Tenant shall not undertake same, but shall notify the Board, in writing, of the Tenant's desired undertaking and the provisions of Section 10.05 shall apply in respect thereof. A copy of the Board's Designated Substance Survey for the School is available to the Tenant, upon written request. It shall be the responsibility of the Tenant to, and the Tenant shall, inform all of its employees, servants, volunteers, invitees and others for whom it is responsible for at law of both the requirements of this Section 10.06, as well as the presence of any designated substances identified in the Board's Designated Substance Survey for the School to the extent the disclosure of the presence of such designated substances to such persons is required by law.

10.07 Signs

The Tenant shall be permitted to install (at its costs), one (1) non-illuminated fascia sign (to be supplied and paid for by the Tenant); provided that, the sign itself, its location and the proposed manner of installation must be approved by the Board prior to its installation. The Tenant shall also be responsible for ensuring that any and all persons who it may engage to install the sign comply with all Board policies and procedures and directives of the Board relating thereto.

10.08 Removal of Improvements and Fixtures

(a) All Leasehold Improvements shall immediately on their placement become the Board's property, without compensation to the Tenant. Except as otherwise agreed by the Board in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term, except that:

- (i) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (ii) the Tenant shall, at its sole cost, remove such of the Leasehold Improvements as the Board shall require to be removed, such removal to be completed on or before the end of the Term.

(b) The Board shall, at the expense of the Tenant, repair any damage caused to the Premises by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Board, become the property of the Board and may be removed from the Premises and sold or disposed of by

the Board in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any Building Systems or light fixtures. Notwithstanding anything in this Lease, the Board shall be under no obligation to repair or maintain the Tenant's installations.

10.09 Furniture and Equipment

The Tenant acknowledges that prior to the Commencement Date, the Board shall have caused the furniture and equipment (the "**Supplied Furniture and Equipment**") identified in Schedule F hereto to have been placed or installed at the Premises, as applicable. On the expiration or earlier termination of this Lease, the Tenant shall ensure that all Supplied Furniture and Equipment (and any replacements thereof), remains at the Premises and is surrendered to the Board. The Board shall have no obligation to maintain or replace any Supplied Furniture and Equipment. Supplied Furniture and Equipment has been provided on a one-time basis. The Board shall have the right to remove any Supplied Furniture and Equipment in circumstances when it considers it prudent to do so, due to age, wear or tear, and shall have no obligation to replace same; provided, however, that the Board shall have no obligation to monitor the condition of any Supplied Furniture and Equipment. The Tenant shall be responsible for (and shall pay the Board forthwith): the costs associated with the repair and/or replacement of any of the Supplied Furniture and Equipment damaged by the Tenant or those for whom it is responsible for at law; and, the repair and/or replacement of any Supplied Furniture and Equipment which requires repair and/or replacement and which the Tenant wishes or is required to have for its operations.

10.10 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up to the Board vacant possession of the Premises.

ARTICLE 11 - INSURANCE AND INDEMNITY

11.01 Tenant's Insurance

(a) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (i) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
- (ii) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than Five Million Dollars (\$5,000,000.00) or such higher limits as the Board may reasonably require from time to time. Such

insurance shall provide coverage for all acts and omissions of the Tenant's employees, volunteers and others for whom it is responsible at law and shall not have any exclusions in respect thereof; and

- (iii) such other forms of insurance as may be reasonably required by the Board from time to time.

(b) All such insurance shall be with insurers and shall be on such terms and conditions as the Board reasonably approves. The insurance described in Section 11.01(a)(i) shall name as loss payee the Board and anyone else with an interest in the Premises from time to time designated in writing by the Board, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Board. The insurance described in Section 11.01(a)(ii) shall name as an additional insured the Board and anyone else with an interest in the Premises from time to time designated in writing by the Board. The Board agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Board and the Tenant.

(c) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Board, its contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Board, its contractors, agents or employees. The Tenant shall obtain from the insurers under such policies undertakings to notify the Board in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Board certificates of all such policies prior to the Commencement Date, on each anniversary thereof and if and when requested by the Board. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Board shall have the right to take out such insurance and pay the premium therefor and, in such event, the Tenant shall pay to the Board the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be an addition to Additional Rent payable on the first day of the next month following payment by the Board.

11.02 Board Insurance

The Board shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Board. The Board may maintain such other insurance in respect of the Premises and its operation and management as the Board determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Board's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

11.03 Compliance

The Tenant shall comply promptly with all requirements and recommendations of: the providers of any insurance contemplated hereby and/or now or hereafter in effect and

pertaining to or affecting the Tenant, the Board, the Premises and/or the Building or any part thereof; and, the Board's insurance providers.

11.04 Tenant Indemnity

The Tenant shall indemnify the Board and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

11.05 Indemnity By the Board

The Board shall indemnify and hold the Tenant harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions by the Board, its officers, agents, assigns, licensees, employees or those for whom it is responsible at law, arising out of any cause whatsoever through the carrying out of its obligations under this Lease.

11.06 Limitation of Board Liability

(a) Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the wilful act or the negligence of the Board, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Board be liable for:

- (i) damage to property of the Tenant or others located on the Premises;
- (ii) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter;
- (iii) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (iv) any indirect or consequential damages suffered by the Tenant.

ARTICLE 12 - ASSIGNMENT AND SUBLETTING

12.01 Assignment, Subletting

The Tenant shall not effect any Transfer without the prior written consent of the Board, which consent may be withheld for any reason.

ARTICLE 13 - QUIET ENJOYMENT

13.01 Quiet Enjoyment

The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term (subject to the provisions of this Lease).

ARTICLE 14 - BOARD'S ALTERATIONS

14.01 The Board's Alterations to the School

As long as it does not have a materially negative impact on the Tenant and its use and occupation of the Premises, at any time and from time to time the Board may:

- (a) dedicate or convey any portion of the School to any governmental or public authority or other Person and grant easements, rights-of-way, restrictive covenants or other interests in the School; and
- (b) construct in or adjoining the School such improvements as it deems appropriate in its absolute discretion and make alterations or additions to, or expand or reduce any part of the School (but not the Premises) from time to time or permit any such action to be taken.

The Board shall make any such improvements as expeditiously as is reasonably possible in the circumstances with a view to minimizing the disruption to the use and enjoyment of the Premises by the Tenant.

14.02 No Liability

Neither the exercise by the Board of its rights under this Article 14, nor any noise, dust, vibration or other consequences of construction, alteration, expansion, reduction or reconstruction from time to time of the various parts or components of the School or of improvements on adjoining properties shall entitle the Tenant to any reduction in the Rent payable hereunder, result in any liability of the Board to the Tenant, or in any other way affect this Lease or the Tenant's obligations hereunder, provided that the Board has acted reasonably and in accordance with the terms and conditions of this Lease.

ARTICLE 15 - DAMAGE AND DESTRUCTION

15.01 Damage or Destruction to Premises or the School

If the Premises or any portion thereof or the School in which the Premises are located or any portion thereof are damaged or destroyed by fire or by other casualty, the Board may elect, within thirty days of such damage or destruction, on written notice to the Tenant, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Board. For greater certainty, the Board shall have no obligation to rebuild any part of the Premises or the School.

ARTICLE 16 - DEFAULT**16.01 Default and Right to Re-enter**

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within five (5) days after written notice thereof is given by the Board to the Tenant;
- (b) the Tenant fails to pay any amount (other than Rent) owing by it to the Board pursuant to the terms of this Lease, within five (5) days after written notice of such failure to pay is given by the Board to the Tenant;
- (c) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 16.01, after notice in writing from the Board to the Tenant:
 - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (d) the Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken, or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (e) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (g) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Board;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises;
- (j) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible;

- (k) any representations and warranties made by the Tenant to the Board are determined to be false;
- (l) the Tenant breaches any other agreement it has with the Board;
- (m) the Tenant fails to maintain any licensing required for its operation of the Program;
- (n) the Tenant breaches its service agreement with the Consolidated Municipal Service Manager with jurisdiction over the Tenant; or
- (o) the Tenant fails to operate a before and after program of suitable capacity at the School for kindergarten to Grade 6 students, inclusive, in the circumstances when the Board and the consolidated municipal service manager for the jurisdiction in which the School is located have determined that there is a viable community need for the operation of such a program within the School.

16.02 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Board shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Board sees fit without notice to the Tenant. If the Board enters the Premises without notice to the Tenant as to whether it is terminating this Lease under this Section 16.02(a) or proceeding under Section 16.02(b) or any other provision of this Lease, the Board shall be deemed to be proceeding under Section 16.02(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Board notifies the Tenant that it has elected to terminate this Lease. No entry by the Board during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
 - (i) relet the Premises for whatever length and on such terms as the Board, in its discretion, may determine, and to receive the rent therefor;
 - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Board sees fit without notice to the Tenant;
 - (iii) make alterations to the Premises to facilitate their reletting; and
 - (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Board with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Board other than Rent, and third, to the payment of Rent in arrears, with the

residue to be held by the Board and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Board;

(c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Board's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Board shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Board in remedying or attempting to remedy such default. The Tenant shall pay to the Board all expenses incurred by the Board in connection therewith;

(d) to recover from the Tenant all damages, costs and expenses incurred by the Board as a result of any default by the Tenant including, if the Board terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Board during such period of time with respect to the Premises; and

(e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable as accelerated rent.

16.03 Distress

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears or failure to pay any other amount owing by the Tenant to the Board pursuant to the terms of this Lease, and the Tenant waives any such exemption. If the Board makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Board to levy such distress.

16.04 Costs

The Tenant shall pay to the Board all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Board in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Board.

16.05 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Board may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute, or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Board by statute or common law.

ARTICLE 17 - ARBITRATION

17.01 Arbitration

If any dispute (a “**Dispute**”) arises between the parties with respect to the meaning or effect of any provision of this Lease or related to the rights and obligations of the parties hereunder, each of the parties shall appoint one representative and such representatives will work diligently and cooperatively to resolve the Dispute on a timely and collaborative basis for up to sixty (60) days. If the Dispute is not resolved in such sixty (60) day period, it shall be finally settled by arbitration. Any party may initiate arbitration within a reasonable time after such sixty (60) day period by delivering a written demand for arbitration on the other party. The arbitration shall be conducted in accordance with the *Arbitration Act* (Ontario). The arbitration shall take place Chatham, Ontario, and shall be conducted in English. The arbitration shall be conducted by a single arbitrator having no financial or personal interest in the business affairs of either of the parties. The arbitrator shall be appointed by agreement of the parties, or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Superior Court of Justice sitting Chatham, Ontario, upon the application of any of the parties and such judge shall be entitled to act as such arbitrator, if he or she so desires. Absent agreement or an award in the arbitration to the contrary, the arbitration fees and expenses shall be shared and paid by the parties equally. The arbitrator shall have the authority to award any remedy or relief that a court or a Judge of the Superior Court of Justice of Ontario could order or grant in accordance with this Lease, including specific performance of any obligation created under this Lease, the issuance of an interim, interlocutory or permanent injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. The arbitral award shall be in writing, stating the reasons for the award and be final and binding on the parties with no rights of appeal. The award may include an award of costs, including reasonable legal fees and disbursements and fees and expenses of the arbitrator. Judgment on the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

ARTICLE 18 - GENERAL

18.01 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Board or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 18.01 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

18.02 Strikes and Lock-out

Notwithstanding any other provision of this Agreement, in the event of any strike, lock-out or other labour disturbance affecting the Board, the Board shall have the right to close the School and the Premises and to prohibit entrance thereto by anyone, including the Tenant. In such event, the Tenant’s obligation to pay the Rent shall be suspended during that time

that the Premises are not available to the Tenant (and the parties agree to make appropriate adjustments, on a proportional basis, to the Rent otherwise payable for such time as the Premises are not available to the Tenant) but the Board shall not otherwise have any obligation or liability to the Tenant in respect of any such closure. In the event of a strike, lock-out or other labour disturbance affecting the Board which does not result in the Board deciding to restrict access to or close the Premises or any portion of the School which the Tenant is entitled to utilize in accordance with the Terms hereof, the Tenant may continue to use and occupy the Premises and the related areas in accordance with the Terms and conditions of this Lease.

18.03 Monitoring of Website

The Tenant shall monitor the Board's website, on a regular basis, for purposes of determining whether the Tenant might not be able to access the Premises as a result of any of the circumstances contemplated in Sections 18.01 or 18.02.

18.04 Environmental Matters

The Tenant shall indemnify the Board, its successors and assigns from and against any and all losses, claims, costs, expenses, damages or liabilities (including without limitation all legal fees and disbursements on a solicitor and his client basis) which at any time may be paid or incurred by any of them for, or directly or indirectly arising out of, resulting from or attributable to: the use, generation, storage, escape, seepage, leakage, spillage, release, disposal or presence on or from the Premises of any hazardous substance during the period of occupancy by the Tenant; or, the use, generation, storage, spill, release or disposal of any hazardous substance by the Tenant. For the purposes of this section, hazardous substance means any substance declared from time to time to be hazardous, dangerous, toxic or similarly described under any applicable federal, provincial or municipal law, by-law, regulation or other enactment. The Tenant shall forthwith notify the Board upon receipt of any order, directive, notice or other communication whatsoever from any governmental or other authority relating to the Premises and/or any environmental laws.

18.05 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Board shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Board's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Board hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

18.06 Notices

Any notices or other communications provided for or permitted in this Lease shall be in writing and sent by delivery service or e-mail transmission to the following:

- (a) in the case of the Board:

CLASS Shared School Services
 600 Gillard Street
 Wallaceburg, Ontario
 N8A 4X1
 Attention: Supervisor of Child Care Services
 E-mail: theresa.mcfadden@cklass.ca

- (b) in the case of the Tenant:

[•]

E-mail: [•]

A party may change its notice particulars for purposes of this section 18.06, from time to time, by notice in writing. For purposes of this section 18.06:

- (i) “**Business Day**” meaning Monday through Friday, inclusive, so long as any such day is not a statutory holiday in the Province of Ontario; and
- (ii) “**Normal Business Hours**” means 8:00 AM (Eastern Standard Time) to 5:00 PM (Eastern Standard Time) on a Business Day.

Notices sent by e-mail shall be deemed to have been received on the date sent (unless the sender receives an “undeliverable” reply), so long as such e-mail is sent during Normal Business Hours, failing which it shall be deemed to have been received on the next Business Day. Notices which are sent utilizing a delivery service shall be deemed to have been received on the date such delivery service delivers same, so long as such delivery is made during Normal Business Hours, failing which such notice shall be deemed to be received on the next Business Day.

18.07 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease, a notice or caveat of this Lease or any Transfer against the property on which the Premises is located. The Tenant shall immediately, upon the request of the Board and at the Tenant's cost, discharge or otherwise vacate any registration made in breach of this Section 18.07.

18.08 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this

Lease into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

18.09 Severability, Subdivision Control

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Board and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent, and the Board agrees to cooperate with the Tenant in bringing such application.

18.10 Relationship between the Board and the Tenant

The Board and the Tenant acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

18.11 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

18.12 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Board hereunder.

18.13 Confidentiality

The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any prospective tenants, real estate agents or others, except the Tenant's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.

18.14 **Tenants Rules**

The Tenant shall be responsible for establishing its own rules governing its operation of the Program; provided that, there is discussion of same with the Board in order to ensure that such rules shall be consistent and compatible with the policies, procedures, rules and regulations of the Board.

18.15 **Counterparts**

This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. A facsimile or electronic portable document format (.pdf) signature of any party shall be sufficient to constitute the original execution of this Lease by such party for all purposes.

IN WITNESS WHEREOF the parties have duly executed this Lease

ST CLAIR CATHOLIC DISTRICT SCHOOL BOARD

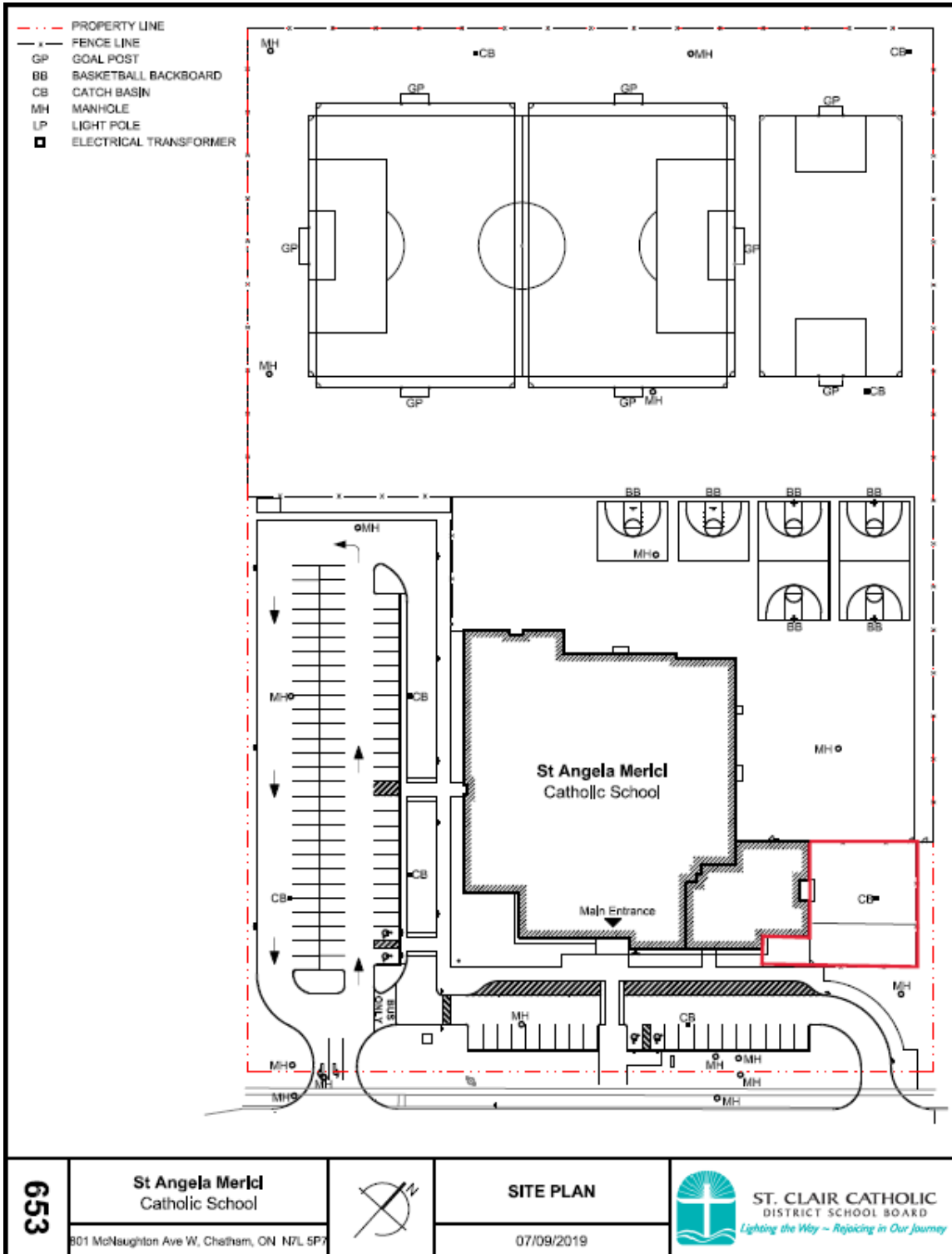
Per: _____

[•]

Per: _____

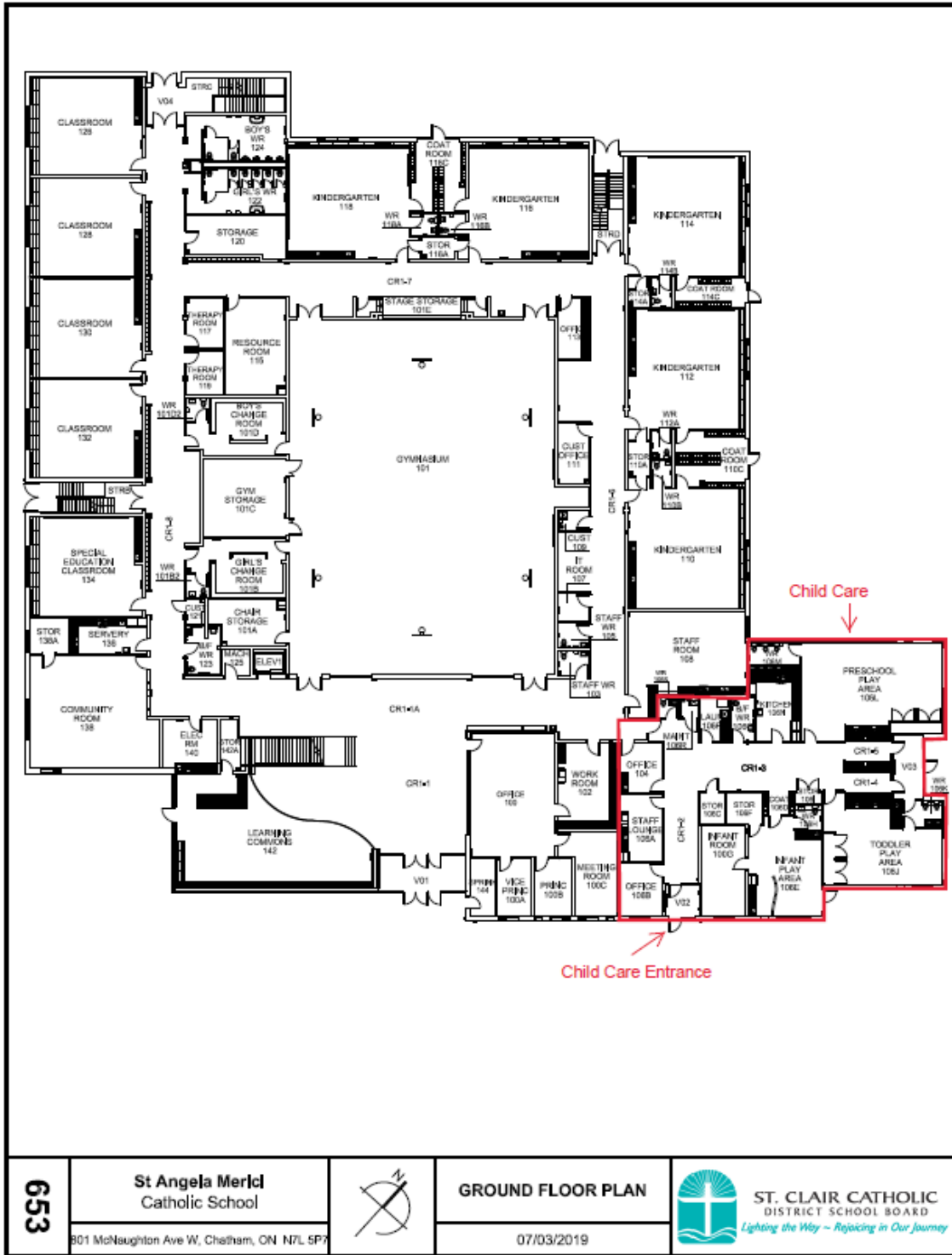
Per: _____

SCHEDULE A
(SITE PLAN)



653	St. Angela Merici Catholic School		SITE PLAN	 ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD <i>Lighting the Way - Rejoicing in Our Journey</i>
	801 McNaughton Ave W, Chatham, ON N7L 5P7		07/09/2019	

SCHEDULE B
(FLOOR PLAN)



653	St Angela Merici Catholic School		GROUND FLOOR PLAN	 ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD <i>Lighting the Way ~ Rejoicing in Our Journey</i>
	801 McNaughton Ave W, Chatham, ON N7L 5P7		07/03/2019	

SCHEDULE C

RENT CALCULATION

The Tenant shall pay to the Board, during the Term of this Agreement, the following monthly payments of Rent, payable on the first (1st) day of each month, in advance:

TERM	SCHOOL YEAR	MONTHLY RENT DETAILS
1	2020	sq.ft. X \$8.80/sq.ft. / 2 months (July – August)
2	2020-21	sq.ft. X Previous sq.ft. rate plus CPI Ontario Rate for 2019 / 12 months
3	2021-22	sq.ft. X Previous sq.ft. rate plus CPI Ontario Rate for 2020 / 12 months
4	2022-23	sq.ft. X Previous sq.ft. rate plus CPI Ontario Rate for 2021 / 12 months
5	2023-24	sq.ft. X Previous sq.ft. rate plus CPI Ontario Rate for 2022 / 12 months
6	2024-25	sq.ft. X Previous sq.ft. rate plus 3% / 12 months
7	2025-26	sq.ft. X Previous sq.ft. rate plus CPI Ontario Rate for 2024 / 12 months

Term 1 means the one (1) year period commencing on the Commencement Date and ending the day prior to the first (1st) anniversary of the Commencement Date. Terms 2, 3, 4, 5, 6 and 7 have corresponding meanings, *mutatis mutandis*, and are successive.

For greater clarification, “CPI Ontario Rate” shall be calculated using the Statistics Canada Consumer Price Index Data Visualization Tool (Annual average % change): “Consumer Price Index, annual average”; “CPI Items – All-Items”; “Geographies – Ontario”.

The Statistics Canada Consumer Price Index Data Visualization Tool is available online at: <https://www150.statcan.gc.ca/n1/pub/71-607-x/2018016/cpilg-ipcgl-eng.htm>

Additional Rent

For maintenance and custodial work required outside of normal operating hours, the rate charged will be calculated as follows:

Additional Rent = Custodial \$Hourly rate x Hours Worked** x 1.2 (cost of benefits)

** Custodial Hours worked will be calculated in accordance with the Owner’s collective agreement. Examples include:

- Overtime rates i.e. Saturdays at time and one-half (x 1.5) and Sundays at double time (x 2.0)
- Call-out rates require a minimum of three (3) hours

SCHEDULE D
CUSTODIAL SERVICES

PART I - SERVICES

Board Custodial responsibilities to Childcare Centres:

1. Garbage containers emptied daily in every room. Childcare to notify Custodian if full during the day.
2. Maintain floors and carpets (sweep, wet mop, vacuum) to Board specification.
3. Replace paper towel, soap and toilet paper in dispensers where required.
4. Clean touch points, table tops and flat surfaces to Board specification.
5. Clean and disinfect toilets, sinks, counter tops, all contact areas and mirrors.
6. Clean washroom partitions, piping, toilets, floor drains, as required.
7. Clean windows and doors.
8. Spot clean walls, as required.
9. Clean baseboards, air diffusers, light fixtures and lenses, window coverings, as required.

Childcare Centre Staff – Cleaning and Maintenance Responsibilities

1. Floors swept and mopped during day around sensory bins, water tables, arts and crafts when needed.
2. Meal time clean up – kitchen/serveries should be cleaned and maintained in a safe and sanitary condition.
3. *Shelving, floors, flat surfaces, etc should be neat and organized.*
4. *Paint, paste, finger marks and stickers on doors, walls, floors and windows removed daily*
5. *Floors, toilets and sinks to be disinfected daily or after being soiled.*
6. *Daily Water Flushing in Childcare Spaces as per O Reg 243_07 under the Safe Drinking Water Act*
7. Board issued custodial paper products / supplies to be used for intended purposes only. Not to be used for Childcare Programming i.e.: plates, activities, arts & crafts
8. All kitchen appliances should only be used in the staff room or approved kitchens/spaces. These are the only spaces 'purpose-built' to handle such appliances. Kettles, coffee makers, toaster ovens and microwaves are not to be used in any other rooms, including health rooms, department offices or classrooms.

BUILDING OPERATIONS RESPONSIBILITIES***Service Expectations:***

1. Visual review of outdoor School property, including School Outdoor Play Space but excluding designated Childcare Play Space, for broken glass, refuse, catch basin covers, broken exterior lights, etc.
2. Garbage generated from programs to be addressed as needed.
3. Outside garbage removal – daily.
4. Clean Custodial work closets, supply room & equipment.
5. Removal of graffiti.
6. All walkways, stairs, exits, cleared of snow/ice, and ice melt applied as needed to ensure safe access and egress, excluding school holidays identified in section 4.01
7. Outside entranceway, porches and landings to be swept.
8. Mechanical Rooms free of dirt/dust and debris. Electrical / Mechanical Rooms are not to be used by Childcare for storage.
9. Changing burnt out lights in all areas.
10. Ground maintenance to include picking up debris, sweeping sidewalks, entranceways, parking lots, trimming and weeding all flower beds.

ANNUAL CLEANING OBJECTIVES

Service Expectations:

- All windows to be cleaned inside and outside.
- All open wall space, ceiling to floor including baseboards, free of dirt/dust, debris, stains, marks, and scrubbed thoroughly.
- Hard surface floors stripped and resurfaced as required.
- Resilient floors should be scrubbed, stripped, and resurfaced as required.
- All Board owned millwork, counters, vertical and horizontal surfaces that are accessible shall be cleaned thoroughly.
- Ceilings, walls, light fixtures, plumbing fixtures, desks, radiators, etc. shall be cleaned thoroughly.

PART II - ARRANGEMENTS FOR CUSTODIANS WHEN NOT NORMALLY ASSIGNED TO THE SCHOOL

- Childcare Operator will have the option to use Board Custodial Services during Holidays identified in section 4.01 at an additional cost to the Operator. The invoicing is done at the hourly rate pre-established according to the Owner's collective agreements, plus 20% for benefits. Alternatively, the Operator may use their own staff members to clean during this time.
- When Custodial Staff (or other Board Personnel), are not present in the school, the Operator shall be responsible for securing the building and arming the security alarm with fobs and / or code provided by the Board.
- The Operator is responsible for monitoring snow removal activities performed by the Board contracted vendors during holidays while the Childcare is operating to ensure the parking lots, sidewalks and entrances used by Childcare families are safe and free from slipping hazards. The Childcare staff will be responsible for contacting Board staff if snow removal has not been completed by the Board Contractor and for keeping entrances salted with Board provided supplies and free of slip hazards throughout the course of their business day.

SCHEDULE E
PERMITTED USE AREAS

1. USE OF WASHROOMS

Authorized Tenant Persons shall have non-exclusive use of the staff washrooms. In all circumstances, the Tenant shall ensure that Authorized Tenant Persons utilize the aforementioned washrooms in a clean and sanitary manner. Other washrooms within the Building (except for washrooms within the Premises) shall not be used by Authorized Tenant Persons.

2. USE OF LUNCHROOM

Authorized Tenant Persons may be entitled to non-exclusive use of the staff lunchroom, subject to approval from the Principal and the following conditions:

- (a) the use thereof shall not unreasonably interfere with the use of same by other persons in the Building;
- (b) the Tenant shall ensure that Authorized Tenant Persons leave the lunchroom clean and wipe all surfaces used by them;
- (c) Authorized Tenant Persons are not to leave food in the fridge for more than two (2) days;
- (d) Authorized Tenant Persons must not leave any dishes in the sink and shall not be permitted to store dishes or food items in the lunchroom;
- (e) Authorized Tenant Persons are not to use or consume the property or food of others; and
- (f) Authorized Tenant Persons shall follow all directions given by the School Principal, from time to time, with respect to the use of the lunchroom.

The Principal may rescind the Authorized Tenant Persons' non-exclusive use of the lunchroom if they determine that the Authorized Tenant Persons have not complied with any of the above.

3. USE OF HALLWAYS

For purposes of accessing Permitted Use Areas, the Tenant shall ensure that Authorized Tenant Persons only utilize such School hallways as may be directed, from time to time, by the Principal.

SCHEDULE F
PLAY STRUCTURES

[Insert

SCHEDULE G
SUPPLIED FURNITURE AND EQUIPMENT

Not applicable