



BRANDON SCHOOL DIVISION

November 6, 2014

NOTICE IS HEREBY GIVEN OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES

TO BE HELD TUESDAY, NOVEMBER 10, 2014
7:00 P.M.

J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE

1031 - 6TH STREET, BRANDON, MANITOBA

D. Labossiere
Secretary-Treasurer

AGENDA

1.00 AGENDA/MINUTES:

1.01 Reference to Statement of Board Operations

1.02 Approval of Agenda

1.03 Adoption of Minutes of Previous Meetings

- a) Regular Board Meeting, October 14, 2014.
Adopt.
- b) Inaugural Board Meeting, November 5, 2014.
Adopt.

2.00 GOVERNANCE MATTERS:

2.01 Presentations For Information

- a) Five Students from Vincent Massey High School, presenting a report on their trip to Kelowna, BC for the Canadian Student Leadership Conference.

- b) Three students from Crocus Plains Regional Secondary School Golf Team, receiving recognition for their Provincial Golf Tournament win on September 19, 2014.

2.02 Reports of Committees

- a) Personnel Committee Minutes L. Ross
- b) Finance Committee Minutes K. Sumner
- c) Workplace Safety and Health Committee Minutes D. Karnes

2.03 Delegations and Petitions

2.04 Communications for Action

- a) Correspondence from Carolyn Duhamel, Executive Director, Manitoba School Boards Association, October 24, 2014, noting there are now two vacancies on the Manitoba School Boards Association Provincial Executive: Vice-President (Boards with 6000+ students and Director, Region 3. In accordance with association by-law 7.7, a by-election must be held to fill these vacancies. (Appendix "A").

Refer MSBA Issues.

- b) Brochure from Manitoba Education Research Network, October 2014, regarding the MERN Winter Forum 2015, calling for Manitoba-based education research presentations relevant to parent, teacher and learner engagement. The title of the forum is Grassroots Engagement in Manitoba Schools and takes place on Friday, January 30, 2015. Deadline for proposals is November 13, 2014. (Appendix "B").

Refer Business Arising.

- c) MSBA 2015 Annual Convention, Call for Nominations and Resolutions. This written notice is the **first call** for nominations. A **second call** will be made at the January regional meetings, and the **third and final call** at the morning call to order on Friday, March 20, 2015, at the Annual Convention. The Resolutions and Policy Committee is now inviting member boards to submit resolutions for consideration at the Association's 2015 Annual Convention. Resolutions, along with supporting rationale, should be submitted to the Manitoba School Boards office no later than **Friday, December 12, 2014**. (Appendix "C")

Refer MSBA Issues.

2.05 Business Arising

- From Previous Delegation

- From Board Agenda

- a) Brochure from Manitoba Education Research Network, October 2014, regarding the MERN Winter Forum 2015, calling for Manitoba-based education research presentations for the Grassroots Engagement in Manitoba Schools forum.

- MSBA issues (last meeting of the month)

- a) Correspondence from Carolyn Duhamel, Executive Director, Manitoba School Boards Association, from Communications for Action 2.04 a), providing information on Manitoba School Boards Association Provincial Executive vacancies.
- b) Manitoba School Boards Association Call for Nominations and Resolutions.

- From Report of Senior Administration

- a) School Reports – NIL
- b) Learning Support Services Presentation – NIL
- c) Items from Senior Administration Report –
 - Discharge/Appoint Board Committees – Refer Motions.
 - Lease Agreement for the George Fitton Daycare Facility – Refer Motions
 - Vincent Massey High School Off-Site Activity Request (Montréal, Québec) – Refer Motions.
 - Vincent Massey High School Off-Site Activity Request (South Dildo, Newfoundland) – Refer Motions

2.06 Public Inquiries (max. 15 minutes)

2.07 Motions

106/2014 That the following Committee and Board representatives set up during the 2013/2014 school year be and are hereby discharged with thanks:

Education
 Facilities/Transportation
 Personnel
 Finance
 Policy Review
 Divisional Futures & Liaison
 Workplace Safety & Health
 Support Personnel Labour Management
 Brandon Community Drug & Alcohol Education Coalition
 School Division/Parent/Guardian Advisory
 Food For Thought
 BNRC
 Joint Job Evaluation Review Committee
 Aboriginal Education Advisory Committee
 Brandon Urban Aboriginal People's Council
 Teacher Liaison
 Friends of Education
 MSBA Resolutions
 Trustee Professional Development
 Joint Division/City Task Force
 Brandon Neighbourhood Renewal

- 107/2014 That the Committees of the Board, effective November 10, 2014, be and are hereby approved as follows:

Education: S. Bambridge, P. Bartlette, G. Kruck, Alternate - P. Bowslaugh
Facilities/Transportation: S. Bambridge, G. Buri, J. Murray, Alternate - M. Sefton
Personnel: G. Kruck, J. Murray, L. Ross, Alternate - K. Sumner
Divisional Futures & Community Relations: P. Bowslaugh, M. Sefton, K. Sumner, Alternate - G. Buri
Finance: L. Ross, M. Sefton, K. Sumner, Alternate - P. Bartlette
Policy Review: P. Bartlette, P. Bowslaugh, G. Buri, Alternate - S. Bambridge

- 108/2014 That Ad-Hoc Committees of the Board, effective November 10, 2014 be and are hereby approved as follows:

MSBA Resolutions: L. Ross, M. Sefton

- 109/2014 That the appointment of Trustee representatives to the following external committees be approved for the 2014-2015 term:

Brandon Community Drug and Alcohol Education Coalition: P. Bartlette, Alternate - M. Sefton
Food For thought: K. Sumner
Joint Division/City Task Force: P. Bowslaugh, G. Buri, M. Sefton, Alternate - K. Sumner
Brandon Urban Aboriginal People's Council (City): P. Bowslaugh

- 110/2014 The Sub-Committees of the Board, effective November 10, 2014 be and are hereby approved as follows:

Workplace Safety and Heath: M. Sefton, Alternate - G. Buri
Teacher Liaison: S. Bambridge, P. Bartlette, P. Bowslaugh
Support Personnel Labour Management: J. Murray, Alternate – L. Ross
Friends of Education: J. Murray, Alternate – P. Bartlette
School Division/Parent/Guardian Advisory: G. Buri, K. Sumner, Alternate – P. Bowslaugh
Job Evaluation Review: S. Bambridge, L. Ross, Alternate – G. Kruck
Aboriginal Education Advisory: P. Bowslaugh, Alternate – S. Bambridge

- 111/2014 That the Daycare Lease Agreement between The Brandon School Division and the Brandon Friendship Centre Inc., Kukum's Early Enrichment Program, for use of the George Fitton Daycare facility for the period of December 1, 2014 to November 30, 2019 at an annual rate of \$1.00 per year plus operating expenses be approved; and the Chairperson and Secretary-Treasurer are hereby authorized to affix their signatures and the seal of the Division thereto.

- 112/2014 That the trip involving twenty two (22) grades 10, 11 and 12 hockey students, from Vincent Massey High School to make a trip to Montréal, Québec from December 4 – December 8, 2014 be approved and carried out in accordance with Board Policy/Procedures 4001: Off-Site Activities.

- 113/2014 That the trip involving forty three (43) grades 9 to 12 students, from Vincent Massey High School to make a trip to South Dildo, Newfoundland from May 14 to 21, 2015 be approved in principle and carried out in accordance with Board Policy/Procedures 4001: Off-Site Activities.

2.08 Bylaws**1st Reading**

That By-law 5/2014 being a borrowing by-law in the amount of \$4,295,800.00 upon the credit of the Division by the issue and sale of a debenture to meet partial costs for construction of:

School**Project**

Waverly Park School	Two Classroom Addition
Vincent Massey High School	Roof Replacement Areas D and G
Vincent Massey High School	Roof Replacement
Valleyview Centennial	Emergency Roof Replacement
Riverview School	Furnace Replacement Ph II
Neelin High School	Roof Replacement of Area G1
Meadows School	Elevator
Meadows School	Three Classroom & Elevator Access Addition
Harrison School	Roof Replacement of Area A1
George Fitton School	New Gym and Daycare Addition
Crocus Plains Regional Secondary	Science Lab Renovation
Betty Gibson School	Roof Replacement
Betty Gibson School	Boiler Replacement
George Fitton School	K3 Two Classroom Renovation of Existing Gymnasium

be now read for the first time.

2.09 Giving of Notice**2.10 Inquiries**

- Trustee Inquiries

3.00 ADMINISTRATIVE INFORMATION:**3.01 Report of Senior Administration**

Receive and File.

3.02 Communications for Information

- Correspondence from Janis Arnold, Board Development Consultant, Manitoba School Boards Association, October 29, 2014, advising that through the winter and spring 2015, the Manitoba School Boards Association, in collaboration with MASS, MASBO and the Aboriginal Education Directorate will be offering a three day ***Aboriginal Education Leadership Institute*** for divisional teams of senior decisions-makers – trustees, superintendents, and secretary-treasurers. The purpose of the institute is to enhance

our collective understanding of Aboriginal history and culture in our province and in our country and to explore opportunities for collaborative action to integrate aboriginal perspectives into Manitoba K-12 schools. The institute will be held over three Fridays from January to April with a different theme for each day. Registration deadline is December 12, 2014. Email jarnold@mbschoolboards.ca with any questions.

Receive and file.

3.03 Announcements

- a) Education Committee Meeting – 2:00 p.m., Wednesday, November 12, 2014, Boardroom
- b) Finance Committee Meeting – 12:00 p.m., Thursday, November 13, 2014, Boardroom
- c) Personnel Committee Meeting – 10:00 a.m., Thursday, November 20, 2014, Boardroom
- d) NEXT REGULAR BOARD MEETING – 7:00 p.m., Monday, November 24, 2014, Boardroom.

4.00 IN CAMERA DISCUSSION

4.01 Student Issues

- Reports

- Trustee Inquiries

4.02 Personnel Matters

- Reports

- a) Confidential #1 – Personnel Report.

- Trustee Inquiries

4.03 Property Matters/Tenders

- Reports

- Trustee Inquiries

4.04 Board Operations

- Reports

- Trustee Inquiries

5.00 ADJOURNMENT



BRANDON SCHOOL DIVISION

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES, THE BRANDON SCHOOL DIVISION, HELD IN THE J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE, 1031 - 6TH STREET, BRANDON, MANITOBA, AT 7:00 P.M., TUESDAY, OCTOBER 14, 2014.

PRESENT:

Mr. M. Sefton, Chairperson, Mr. J. Murray, Vice-Chairperson, Mr. P. Bartlette, Mrs. P. Bowslaugh, Mr. D. Karnes, Mr. G. Kruck, Dr. L. Ross, Mr. M. Snelling.

Mr. D. Labossiere, Secretary-Treasurer, Ms. E. Jamora, Assistant Secretary-Treasurer, Recording Secretary, Ms. B. Sangster, Live Streaming Video Operator, Ms. T. Curtis.

Senior Administration: Dr. D. M. Michaels, Superintendent/CEO, Mr. G. Malazdrewicz, Associate Superintendent, Ms. B. Switzer, Director of Human Resources.

REGRETS:

Mr. K. Sumner

The Chairperson called the meeting to order at 7:00 p.m. He welcomed everyone in attendance.

AGENDA

1.00 AGENDA/MINUTES:

1.01 Reference to Statement of Board Operations

1.02 Approval of Agenda

The Secretary-Treasurer noted he had one late motion from the Finance Committee and one In-Camera Operations matter.

The Superintendent noted she would be referencing Board goals and the Board's work over the last four years.

Trustee Bartlette noted he had a parent question for the Board.

Trustee Bowslaugh noted she had three questions for In-Camera.

Mr. Murray – Mr. Bartlette

That the agenda be approved as amended.

Carried.

1.03 Adoption of Minutes of Previous Meetings

- a) The Minutes of the Regular Board Meeting held September 22, 2014 were circulated.

Trustee Kruck noted that his unsuccessful challenge of a By-law during its third reading at the September 22, 2014 Board Meeting was omitted from the minutes. This information will be added to the minutes and they will be re-posted.

Mr. Kruck – Mrs. Bowslaugh

That the Minutes be approved as amended.

Carried.

It was noted that there was an error in the Minutes of September 8, 2014, where Minister of Education James Allum's last name was spelled incorrectly. This will be corrected and the minutes will be re-posted.

2.00 GOVERNANCE MATTERS:**2.01 Presentations For Information**

- a) Auditor's Report

Mr. Ryan Duthie, Auditor and Representative of BDO Canada LLP, Chartered Accountants, joined the Board at the table and spoke to the 2013-2014 audited financial statements from Communications for Action 2.04 a). He and Mr. Todd Birkhan, Auditing Partner, attended a Finance Committee Meeting earlier on October 14, 2014, and provided a description of the audit process and the methodology used in the course of their audit and discussed their findings in the audit process. Audit was conducted in accordance with Canadian generally accepted auditing standards and encompasses testing the balances and disclosures included in the financial statements provided by management. They were contracted by the Board to provide an opinion on the financial statements. For the year ended June 30, 2014, it is their opinion that the financial statements are presented in accordance with the basis of accounting required by the Manitoba Education for School Divisions which includes the use of the PSAB reporting requirements. Mr. Duthie noted a student enrollment report was also audited together with the financial statement and he was pleased to be able to provide his report to the Board of Trustees.

Mr. Duthie spoke to the Operating Surplus, noting it was at \$3,272,449 before transfers to the Capital Fund, or \$2,760,289 after transfers to the Capital Fund, on \$87,255,231 of revenue. Secretary-Treasurer, Mr. Labossiere, has in correspondence with the board, outlined the reasons for variations of actual operating results to those originally budgeted. The current years' surplus increases the accumulated surplus to \$3,789,614. Of this amount, \$532,198 has been appropriated for future specified expenditures, leaving \$3,257,416 or approximately 3.75% of annual expenditures of unallocated surplus. This current undesignated surplus level represents the funds required for approximately 9 working days for the Brandon School Division. Given that the Division ran a current year's surplus of almost \$2.7M after transfers to the Capital Fund, the accumulated surplus has been built back up to the point where there is some opportunity to cover expenditures or budget variances in future years.

Mr. Duthie thanked the Finance Department, particularly Denis Labossiere, Secretary-Treasurer, for his assistance in the preparation of the audit. The financial affairs of the Division remain in strong hands through a transitional period of time. In closing, Mr. Duthie thanked the Board for the

appointment of BDO Canada as auditors of the Brandon School Division.

The Chairperson thanked Mr. Birkhan for his presentation and echoed his sentiments regarding the hard work of the Secretary-Treasurer's Department, while short staffed. Trustees asked questions for clarification regarding the audit process and what measure of variance is acceptable in accounting practice. Mr. Duthie responded that for purposes of an audit, they calculate a materiality factor, which is based on total expenditures, it is 1.5% of total expenditures which comes to about \$1.3 M.

Superintendent Dr. Michaels thanked Mr. Duthie for his report. Dr. Michaels confirmed with Mr. Duthie that this is an unqualified audit.

The Board Chairperson again thanked Mr. Ryan Duthie for his presentation. Mr. Duthie then exited the Board Meeting.

2.01 Reports of Committees

2.03 Delegations and Petitions

2.04 Communications for Action

- a) BDO Canada LLP, Chartered Accountants, undated, advising that they have audited the accompanying financial statements of the Brandon School Division, which comprise the consolidated statement of financial position as at June 30, 2014 and the consolidated statements of revenue, expenditures and accumulated surplus, change in net debt and cash flow for the year then ended, and a summary of significant accounting policies and other explanatory information. They believe the audit evidence they obtained is sufficient and appropriate to provide a basis for their unqualified audit opinion. In their opinion these consolidated financial statements present fairly, in all material respects, the financial position of the Brandon School Division as at June 30, 2014 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards. The financial information presented in the schedules to the consolidated financial statements was derived from the accounting records tested by them as part of the auditing procedures followed in their examination of the financial statements and, in their opinion, they are fairly presented in all material respects in relation to the financial statements taken as a whole.

Refer Motions.

- b) Maureen Farrant, Sgt. At Arms, and Garry W. Andrew, Poppy Committee Chair, The Royal Canadian Legion, Brandon Branch No. 3, September 15, 2014, noting the Royal Canadian Legion Branch #003 will once again be holding a Remembrance Day Service on November 11, 2014 at Westman Place, Keystone Centre. They ask that all wreath layers arrive around 10:00 a.m. There is no reserved seating except for the person who will be placing the wreath on behalf of your organization. Upon arrival wreath layers are to make themselves known to a member of the Legion who will usher them to their place. A \$25.00 donation is to be submitted to the Branch #003 Royal Canadian Legion Poppy

Fund at the Division's earliest convenience. A response is requested by November 1, 2014.

Refer Business Arising.

- c) The Waverly Park Parent Council, October 1, 2014, wrote to Dr. Michaels, Superintendent, and spoke of the stolen technology from Waverly Park School between June 27, 2014 and August 25, 2014. It was noted in the letter that the Waverly Park Parent Council has purchased \$7,400 in iPads over the

past two years through fundraising efforts. The Parent Council is very concerned about how such a significant theft occurred and who will provide the funds to replace these items.

Refer Senior Administration.

- d) Correspondence from Alison Johnston, President, Brandon Teachers' Association, October 6, 2014, requesting the Teacher Liaison Committee meet for the purpose of discussing matters of mutual concern. As per Article 28 – "Consultation" of the Collective Agreement.

Refer Senior Administration.

2.05 Business Arising

- From Previous Delegation

- From Board Agenda

- a) Correspondence from Maureen Farrant, Sgt. At Arms, and Garry W. Andrew, Poppy Committee Chair, The Royal Canadian Legion, Brandon Branch No. 3, from Communications for Action 2.04a), noting the Royal Canadian Legion Branch No. 3 will once again be holding a Remembrance Day Service on November 11, 2014 at Westman Place, Keystone Centre and asking for wreath layers to arrive around 10:00 a.m.

Trustee Ross agreed to attend the Remembrance Day Service on BSD's behalf.

- MSBA issues (last meeting of the month)

Trustee Bartlette noted a letter the Trustees received with a deadline of October 30, 2014, regarding the hiring process coming up for the CEO of the MSBA. Trustee Bowslaugh suggested this matter be brought forward for discussion In-Camera.

- From Report of Senior Administration

- a) School Reports

Earl Oxford School

Mr. Rick Stallard, Principal, Earl Oxford School, provided a presentation to the Board of Trustees regarding the school's student achievement results. He has taken the focus on literacy and looked at the results of that – writing competencies. In looking at the data, the focus is on grade 7 as it shows very good things are happening at Earl Oxford in terms of school development planning and professional development. Trustee Kruck asked for comments with regards to results in regards to conventions. Mr. Stallard responded that when the students come in at early years we see that they have challenges. We address those as a team. We are in a third step stage of RTI (Response to Intervention) in addressing the conventions piece. When you see the data in grade 3 and 5 it is concerning. We will continue to look for more resources in that area in terms of staffing and professional development. Trustee asked questions for clarification regarding what resources would be helpful. Dr. Michaels noted that Earl Oxford School would benefit from additional specialist staff to work with teachers in assessing and programming for the special needs students in the school, particularly students who are in 3, 4 and 5 schools per year. The other area would be to increase the social worker time to full time. Trustee Kruck asked what other schools would benefit from increased specialist staff. Earl Oxford, George Fitton, Green Acres, King George, Kirkcaldy Heights, Meadows, Ecole New Era, Riverheights, St. Augustine. Trustee Kruck asked if there will be requests in the upcoming budget to assist in these need areas. Dr. Michaels responded that yes, depending upon what the School Board

directs Senior Administration to do in November, with regard to the budget, we certainly have a resource list we see as necessary.

Mr. Stallard wished all Trustee candidates good luck, and to those leaving, thanked them for their commitment and dedication.

The Board Chairperson thanked Mr. Stallard for his presentation.

Trustees asked questions for clarification regarding the AP program.

b) King George School

Ms. Barb Miller, Principal, King George School, provided a presentation to the Board of Trustees regarding the school's student achievement results – focusing on Kindergarten students and interventions, along with Observation Survey Results.

Trustee Bartlette asked questions for clarification about the reading and writing across the curriculum. Trustee Bowslaugh asked for further clarification regarding the reading apprenticeship pilot and under whose direction, and who receives the results.

Trustee Kruck asked Ms. Miller to elaborate on the attendance challenges she mentioned. Students arrive all through the day and have been working with the social worker to do attendance follow-ups and home visits, working with outside agencies to assist. The most frequent challenge was family related issues and that financial hardships provide challenges for some families.

c) Special Learner Group Student Achievement Results

Dr. Michaels, Superintendent of Schools, noted that this report was in response to the Board's request for further data on special needs groups of children in the division and that references the Strategic Plan for 2011-2014 and that focus continues in 2014-2017.

Marnie Wilson, Research, Assessment and Evaluation Specialist, presented on Specific Learner groups including Boys and girls, Students with Aboriginal Heritage, and English as an additional language learners.

Trustees asked questions for clarification.

Items from Senior Administration Report –

- Auditor's Report and Financial Statements – Refer Motions.
- Vincent Massey High School Off-Site Activity Request (Montreal) – Refer Motions.

Denis Labossiere, Secretary-Treasurer, referred to appendix A and spoke on the Division's net operating surplus of \$2.7 million. This surplus included a planned contingency amount of \$455,000. Mr. Labossiere also reviewed the Variance Summary Report.

Trustees asked questions for clarification.

2.06 Public Inquiries (max. 15 minutes)

2.07 Motions

102/2014 Mr. Karnes – Mr. Snelling

That the Auditor's Report and Financial Statements for the twelve month fiscal period ended June 30, 2014 be and are hereby accepted, and that the Chairperson be authorized to affix his signature and seal of the Division thereto.

Carried

That the trip involving twenty-one (21) grades 10, 11 and 12 hockey students, from Vincent Massey High School to make a trip to Montreal, Quebec from December 4 to December 8, 2014 be approved and carried out in accordance with Policy/Procedures 4001: Off-Site Activities.

Withdrawn

As per Dr. Michaels, this item has been delayed until the November Board meeting so all the information required can be gathered.

103/2014 Dr. Ross – Mr. Snelling

That the following guidelines be initiated for the 2015/2016 Preliminary Budget Preparation:

- a) The Capital and Maintenance per capita school allocation remain at \$20.00 per pupil with an additional \$5.00 per pupil be allocated to Divisional maintenance;
- b) A 2% inflationary increase on the capita school amount be allocated to the Maintenance Department contingency;
- c) The allocation for equity/aging buildings be increased to \$100,000;
- d) Inflationary increases be provided as advised by suppliers eg: employee benefits, utilities, taxes, school bus maintenance;
- e) A 2.0% inflationary increase provided for controllable services and supplies;
- f) A 2.0% inflationary increase on the school instructional supply budget.

The 2015/2016 budget provides for expected enrollment growth.

Carried.

2.08 Bylaws**2.09 Giving of Notice****2.10 Trustee Inquiries**

Trustee Kruck asked if the report regarding the theft of electronic equipment at Waverly Park School was reported to the Board prior. Secretary-Treasurer Labossiere noted that the he received notification of the stolen equipment in September. At which time the Secretary-Treasurer's office had requested further information from all principals on the safekeeping of equipment, loss of equipment, and if any loss had been reported to police, etc. Further information will be coming to the Board after the next Principal Meeting and the information is compiled.

Trustee Bartlette asked, on behalf of a family, who was particularly concerned about the status of the Vincent Massey heating system. Small heaters aren't doing much, it's 7 degrees in the school in the mornings. The parent had been told it could be as long as February before the problem is resolved and that parts are on backorder.

Secretary-Treasurer Labossiere responded that he had no further information at this time and will speak with the Director of Facilities and get back to the Board.

3.00 ADMINISTRATIVE INFORMATION:

3.01 Report of Senior Administration

Superintendent, Dr. Michaels, highlighted the following from the Report of Senior Administration:

- Kindergarten registration at École Harrison School.
- Trustee Board Goals over the past four years.

Dr. Michaels thanked Trustee Snelling and Trustee Karnes for their service and support over the past years.

Trustees thanked Dr. Michaels and Senior Administration for their support.

Mr. Murray – Mr. Snelling

That the October 14, 2014 Report of Senior Administration be received and filed.

Carried.

3.02 Communications for Information

- a) Darryl Gervais, Director, Instructor, Curriculum and Assessment Branch, and Gilbert Michaud, Director, Curriculum Development and Implementation Branch, Manitoba Education and Advanced Learning, August 2014, provided a postcard for parents of K-12 students to inform them of the My Child in School website. Promotional material is also available online at <http://manitoba.ca/mychildinschool/promo/>.

Ordered Filed.

POINT OF PRIVILEGE

Trustee Karnes said a few words regarding the past eight years of being on the Board of Trustees. He acknowledged the work of the staff of the Division, and thanked the past and present Trustees he has worked with and the administration staff for their many hours of hard work and dedication.

Trustee Snelling thanked everyone who voted him onto the Board table over his 19 years as a Trustee. He noted different issues and changes that have happened since he's been on the Board. He noted it's been a great honor to serve as a Trustee.

- b) Crocus Plains Regional Secondary School staff, undated, thank you card to the Board for the delivery of muffins to the school staff on the first day of school.

Ordered Filed.

- c) Floyd Martens, President, Manitoba School Boards Association, September 10, 2014, sent a memo that the provincial executive has received and reviewed the membership survey conducted by Viewpoints Research. The ad hoc committee will review the report and consider revenue strategies that are both stable and predictable for member school boards. The committee's recommendations will go forward to the Executive at its October 6 meeting.

Ordered Filed.

- d) Carolyn Duhamel, Executive Director, Manitoba School Boards Association, September 10, 2014, in a memo to all Board Chairs and all Secretary-Treasurers, provided the 2013-2014 Committee Member survey results for review. Any questions in regards to the report can be directed to her office. The MSBA maintains a list of all committees on which trustees currently serve, a brief description of each, and a list of trustees who have volunteered to serve on various committees. The online volunteer form can be completed at <http://www.mbschoolboards.ca/documents/CommitteeVolForm2013.pdf>

Ordered Filed.

3.03 Announcements

- a) School Trustee Elections – Wednesday, October 22, 2014.
- b) Inaugural Board Meeting – 7:00 p.m., Wednesday, November 5, 2014, Boardroom.
- c) NEXT REGULAR BOARD MEETING – 7:00 p.m., Monday, November 10, 2014, Boardroom.

Dr. Ross – Mrs. Bowslaugh

That the Board do now resolve into Committee of the Whole In Camera.

Carried.

IN COMMITTEE OF THE WHOLE IN CAMERA

4.00 IN CAMERA DISCUSSION:

4.01 Student Issues

- Reports

- Trustee Inquiries

4.02 Personnel Matters

- Reports

- a) Confidential #1 – Personnel Report was noted.

- Trustee Inquiries

4.03 Property Matters/Tenders**- Reports**

- a) Confidential #2 – Regarding a Facilities matter, was presented to the Board. It was noted that two motions would be brought forward at the end of the meeting.

- Trustee Inquiries**4.04 Board Operations****- Reports**

- a) The Chairperson provided an update on some MSBA matters.

- Trustee Inquiries

Mr. Kruck – Mrs. Bowslaugh

That the Committee of the Whole In Camera do now resolve into Board.

Carried.

104/2014 Mr. Snelling – Mr. Karnes

That Motion 123/2013 passed on October 15, 2013, be rescinded.

105/2014 Mr. Bartlette – Dr. Ross

That the appointment of MCM Architects Inc. to design and tender the Betty Gibson School Grooming Room project, be approved, subject to approval by the Public Schools Finance Board.

That Confidential #2 and the recommendations therein be approved.

Carried.

5.00 ADJOURNMENT

Dr. Ross – Mr. Kruck

That the meeting does now adjourn (9:47 p.m.)

Carried.

Chairperson

Secretary-Treasurer



BRANDON SCHOOL DIVISION

MINUTES OF THE INAUGURAL MEETING OF THE BOARD OF TRUSTEES, THE BRANDON SCHOOL DIVISION, HELD IN THE J. L. MILNE BOARDROOM, ADMINISTRATION OFFICE, 1031 - 6TH STREET, BRANDON, MANITOBA, AT 7:00 P.M., MONDAY, NOVEMBER 5, 2014

PRESENT:

Mrs. Sherilyn Bambridge, Mr. Peter Bartlette, Mrs. Pat Bowslaugh, Mr. George Buri, Mr. Glen Kruck, Mr. Jim Murray, Dr. L. Ross, Mr. Mark Sefton, Mr. Kevan Sumner.

Secretary-Treasurer, Mr. Denis Labossiere, Recording Secretary, Mrs. B. Sangster.

Senior Administration: Dr. D. M. Michaels, Superintendent, Mr. G. Malazdrewicz, Associate Superintendent, Mrs. Eunice Jamora, Assistant Secretary-Treasurer.

Secretary-Treasurer Denis Labossiere was in the Chair.

The Acting Chairperson called the meeting to order, followed by the singing of O'Canada.

CALL:

The Acting Chairperson advised that the Inaugural Meeting of the Board had been called for the purpose of organization for the ensuing year, as set forth in the Agenda.

READ RETURNS OF ELECTION:

The Acting Chairperson read the Statement of Official Results dated the 23rd day of October 2014 as provided by the Division's Senior Election Official, Karrie Smyth, wherein she declared that the following voting results for election to the office of Trustees of the Brandon School Division for a four year term, 2014 to 2018, in the Wards indicated:

Ward 1 (City)	Number of Votes Given
Mark Sefton	8,896
Jim Murray	8,197
Peter Bartlette	7,806
Pat Bowslaugh	7,674
Linda Ross	7,643
Kevan Sumner	6,805
George Buri	6,802
Glen Kruck	6,437
Krystal Kayne	5,821

Ward 2 (Rural)	
Sherilyn Bambridge	(acclaimed)

AFFIDAVITS OF QUALIFICATION AND OATHS OF OFFICE AND ALLEGIANCE:

Judge Hewitt-Michta was present to conduct and witness the completion of the Oath of Office by each Trustee. Judge Hewitt-Michta swore the Trustees in as a group following which they individually signed their Affidavit of Qualification and Oath of Office and Allegiance of Trustee, witnessed by Judge Hewitt-Michta.

STATEMENT OF ASSETS AND INTERESTS

The Acting Chairperson advised that he had on file in his custody as Secretary-Treasurer the Statements and Assets and Interests filed by the nine elected Trustees in accordance with Section 39.3 of The Public Schools Act.

ELECTION OF CHAIRPERSON OF THE BOARD:

The Acting Chairperson noted Trustee Mark Sefton had requested his name be brought forth for the position of Chairperson of the Board for the ensuing year.

The Acting Chairperson invited further nominations for the position of Chairperson of the Board for the ensuing year, noting that a nominator only was required.

Trustee Kruck nominated Trustee Ross. Trustee Ross respectfully declined.

Mrs. Bowslaugh – Mr. Murray
That nominations do now cease.

The Acting Chairperson declared Mark Sefton to be duly elected by acclamation as Chairperson of the Board for the ensuing year commencing November 5, 2014.

ELECTION OF VICE-CHAIRPERSON OF THE BOARD:

The Acting Chairperson noted Trustee Sumner had requested his name be brought forth for the position of Vice-Chairperson of the Board for the ensuing year.

The Acting Chairperson invited further nominations for the position of Vice-Chairperson of the Board for the ensuing year, noting that a nominator only was required.

Trustee Murray nominated Trustee Bartlette. Trustee Bartlette allowed his name to stand.

Mrs. Bowslaugh – Mr. Buri
That nominations do now cease.

Carried.

Each of the candidates nominated for Vice - Chairperson presented a few words to the Trustees in support of their nomination, including qualifications and past experiences.

An election for the position of Vice - Chairperson of the Board was held by secret ballot, The Acting Chairperson, with the Superintendent as witness, counted the ballots.

The Acting Chairperson declared Kevan Sumner to be duly elected by majority vote as Vice - Chairperson of the Board for the ensuing year commencing November 5, 2014.

Dr. Ross – Mr. Bartlette
That the ballots be destroyed.

Carried.

The Acting Chairperson invited the newly elected Chairperson, Mark Sefton to assume the Chair for the conduct of the remainder of the meeting.

CHAIRPERSON'S REMARKS:

Mark Sefton

"I am very grateful for the support that I've felt from Trustees over the past couple of years and tonight again. I am very much looking forward to the challenges that we have ahead of us, and we do have a couple. We will be heading into budget right smartly and we've got to go into the hurry up offence on that. We have consultations coming up on Scent Policy and probably also on Facilities, so we're going to be a busy group. We have some interesting challenges ahead of us but I have every confidence that this group we have around the table is very much up to the challenge.

And I would especially like at this time to welcome George back to the Board, welcome aboard. And Sherilyn. I am a little concerned, however, that we now have four B's out of nine...So that's a little different. Congratulations to all of you for being elected, I'm very much looking forward to working with you, I think we have some very exciting times ahead of us.

Thank you. I'll turn it over to you Kevan."

VICE-CHAIRPERSON'S REMARKS:

Kevan Sumner

"There's not much more that I have to say on top of what Mark has already said. I just have to say that I really look forward to getting to work I know it's been a difficult pause for those of us who are returning and I know that our new Trustees will have been waiting eagerly for the last couple of months to get their fingers into things as well, so I really look forward to getting things rolling with all of our committee work, and especially the budget. It's always a difficult year this first year. I also am really looking forward to our session that we're planning for the near future where we'll set the board's priorities and goals for the next four years. Four years seems like a long time right now, but from thinking back on the last four years, how quickly those four years can fly, especially when we are trying to accomplish very important things for the Division, for our students, for our staff.

So with that said, I won't delay us any further in getting to that work, and will turn things back over to Mark. Thank you."

SECRETARY-TREASURER'S DECLARATION OF OCCUPATIONS OF TRUST:

The Secretary-Treasurer read a letter addressed to the Board of Trustees wherein he advised, in accordance with the provisions of Section 53(5) of The Public Schools Act, that he holds no occupations of trust other than that of Secretary-Treasurer of The Brandon School Division.

Superintendent, Dr. Michaels, congratulated and welcomed the new Board of Trustees noting she looked forward to working with them during the next four years.

ADJOURNMENT:

Mr. Murray – Dr. Ross

That the meeting do now adjourn (7:28 p.m.)

Carried.

Chairperson

Secretary-Treasurer



BRANDON SCHOOL DIVISION

Report of Senior Administration to the Board of Trustees

November 10, 2014

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“Accepting the Challenge”

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This report from members of the Brandon School Division Senior Administration is submitted respectfully for your consideration, action, and information.

Dr. Donna M. Michaels
Superintendent of Schools/
Chief Executive Officer

A. Business Arising for Board Action

I. PRESENTATIONS

II. HUMAN RESOURCES

III. SECRETARY-TREASURER

1. DISCHARGE/APPOINT BOARD COMMITTEES

For Action.....D. Labossiere

It is now necessary to establish the various committees for 2014/2015. Included in the agenda is a motion to discharge with thanks the 2013/2014 committees. An In-Camera Board Briefing was held following the Inaugural Meeting, Wednesday, November 5, 2014 for Trustees to consider the members of the various committees for 2014/2015. A motion has been included in the agenda appointing the new committee members with the individual names to be added as agreed upon. Please contact me should you require further information in this regard.

2. LEASE AGREEMENT FOR GEORGE FITTON DAYCARE FACILITY

For Action.....D. Labossiere

The George Fitton Daycare facility is near completion and we expect to receive the occupancy permits this month. The Daycare Lease Agreement between The Brandon School Division and the Brandon Friendship Centre Inc., Kukum's Early Enrichment Program, for use of the George Fitton Daycare facility has been reviewed by our solicitor, PSFB and the Brandon Friendship Centre. It is important to note that the Brandon Friendship Centre Inc. is taking on the full responsibility for the premises with this agreement.

A copy of the Daycare Lease Agreement for the period of December 1, 2014 to November 30, 2019 along with the PSFB approval letter is attached as Appendix A to the Report of Senior Administration. A motion to approve the daycare lease agreement has been included.

RECOMMENDATION:

That the Daycare Lease Agreement between The Brandon School Division and the Brandon Friendship Centre Inc., Kukum's Early Enrichment Program, for use of the George Fitton Daycare facility for the period of December 1, 2014 to November 30, 2019 at an annual rate of \$1.00 per year plus operating expenses be approved; and the Chairperson and Secretary-Treasurer are hereby authorized to affix their signatures and the seal of the Division thereto.

IV. SUPERINTENDENT OF SCHOOLS

1. VINCENT MASSEY HIGH SCHOOL OFF-SITE ACTIVITY REQUEST

For Action.....G. Malazdrewicz

Vincent Massey High School has submitted an off-site activity request (attached as Appendix B for Board of Trustees consideration) for twenty two (22) grades 10, 11 and 12 hockey students, from Vincent Massey High School to make a trip to Montreal, Quebec from December 4 – December 8, 2014.

Mr. Bruce Shamray, Principal, Vincent Massey High School; Mr. Greg Malazdrewicz, Associate Superintendent; and Dr. Donna Michaels, Superintendent of Schools/Chief Executive Officer have given approval for this trip. Approval from the Board of Trustees is respectfully requested.

RECOMMENDATION:

That the trip involving twenty two (22) grades 10, 11 and 12 hockey students, from Vincent Massey High School to make a trip to Montreal, Quebec from December 4 – December 8, 2014 be approved and carried out in accordance with Board Policy/Procedures 4001: Off-Site Activities.

2. VINCENT MASSEY HIGH SCHOOL OFF-SITE ACTIVITY REQUEST

For Action.....G. Malazdrewicz

Vincent Massey High School has submitted an off-site activity request (attached as Appendix C for preliminary consideration of the Board of Trustees) for forty three (43) grades 9 to 12 students, from Vincent Massey High School to make a trip to South Dildo, Newfoundland from May 14 to 21, 2015.

Mr. Bruce Shamray, Principal, Vincent Massey High School; Mr. Greg Malazdrewicz, Associate Superintendent; and Dr. Donna Michaels, Superintendent of Schools/Chief Executive Officer have given preliminary approval for this trip. Preliminary approval from the Board of Trustees is respectfully requested.

RECOMMENDATION:

That the trip involving forty three (43) grades 9 to 12 students, from Vincent Massey High School to make a trip to South Dildo, Newfoundland from May 14 to 21, 2015 be approved in principle and carried out in accordance with Board Policy/Procedures 4001: Off-Site Activities.

V. SENIOR ADMINISTRATION RESPONSE TO TRUSTEE INQUIRIES

B. Administrative Information

I. HUMAN RESOURCES

1. PERSONNEL REPORT

For Information B. Switzer

Included in the agenda package as Confidential #1 is the Personnel Report, a listing of resignations and employment approved by the Superintendent of Schools and Secretary-Treasurer since the last meeting.

II. SECRETARY-TREASURER

1. MANITOBA SCHOOLS INSURANCE PROGRAM

For InformationD. Labossiere

The 2013-14 Annual Financial Report on the operation on the Manitoba Schools Insurance Program has been received and is attached as Appendix D. As a result of the Manitoba Schools Insurance Program, an amount of \$919,367.20 is being rebated in respect of the property, liability and crime self-insurance funds, plus the current surplus amount of the MSI Risk Management Equipment Fund (loss prevention equipment, fire inspections and security patrols). The rebate is due because of favourable claims. Our Division share of the rebate for liability coverage is a total of \$31,548.14.

It is felt that the Manitoba Schools Insurance Program, providing coverage for all public school divisions in Manitoba, continues to be an effective program for Divisions providing good insurance coverage at very competitive and reasonable rates. Please contact me should you require further information in this regard.

2. STOLEN TECHNOLOGY EQUIPMENT

For InformationD. Labossiere

Senior Administration is very concerned with Technology Equipment disappearing from schools, as we do not budget extra funds to replace these devices and due to our insurance deductibles, it is often not feasible to make insurance claims.

Each property loss claim is subject to a \$2,500.00 deductible (per building) and the division's annual retention amount is \$15,000 (once a year deductible).

In mid-September, it came to our attention that several schools lost equipment in the summer, we sent out a memo requesting that each school provide the following:

- Procedures used at each school for securing technology equipment (i.e. locked carts, cables, storage of keys, etc.)
- Procedures used at each school for tracking the technology equipment (recording of assets in spreadsheets, sign out procedure for carts/individual units, periodic review/count of inventory)

- Suggestions on improving the management and security of technology equipment in schools/division.

If technology equipment is missing:

- Identify the technology equipment (iPad, laptops, desktops, monitors, etc.) that has gone missing from the school since June 2014.
- Has the missing equipment been reported to the Police?

The compiled information received from each school was distributed to Senior Administration and Principals for review and discussion.

Sixty-six (66) pieces of equipment went missing from 9 different elementary schools during the 2014 summer months. The equipment consists of: 47 laptops, 11 iPads and 8 iPad minis for a total cost of \$40,213 not including the damaged notebook charging cart (\$2,126.24) at Linden Lanes.

<u>School</u>	<u>Laptops</u>	<u>iPad II + case</u>	<u>iPad Mini + case</u>	<u># of items</u>	<u>Cost per school</u>	<u>Tax (9.6%)</u>	<u>Total Cost/school</u>	<u>Deductible</u>	<u>Net Claim over \$2,500</u>
Betty Gibson	8			8	\$ 4,917.35	\$ 472.07	\$ 5,389.42	\$ 2,500.00	\$ 2,889.42
George Fitton	6			6	\$ 3,695.15	\$ 354.73	\$ 4,049.88	\$ 2,500.00	\$ 1,549.88
Green Acres	4			4	\$ 2,472.95	\$ 237.40	\$ 2,710.35	\$ 2,500.00	\$ 210.35
JR Reid	6			6	\$ 3,723.70	\$ 357.48	\$ 4,081.18	\$ 2,500.00	\$ 1,581.18
Linden Lanes	4	6		10	\$ 5,346.95	\$ 513.31	\$ 5,860.26	\$ 2,500.00	\$ 3,360.26
Meadows	7			7	\$ 4,277.70	\$ 410.66	\$ 4,688.36	\$ 2,500.00	\$ 2,188.36
Riverheights	3			3	\$ 1,833.30	\$ 176.00	\$ 2,009.30		
St. Augustine	1			1	\$ 611.10	\$ 58.67	\$ 669.77		
Waverly Park	8	5	8	21	\$ 9,812.90	\$ 942.04	\$ 10,754.94	\$ 2,500.00	\$ 8,254.94
	47	11	8	66	\$ 36,691.10	\$ 3,522.35	\$ 40,213.45	\$ 17,500.00	\$ 20,034.38
Annual Retention Amount									\$15,000.00
Insurance payable									\$ 5,034.38

We are currently working with our insurance company regarding 7 separate school claims for loss of equipment over \$2,500. After subtracting the deductible and annual retention amount, the insurance payable for the missing equipment will be approximately \$5,035, leaving a shortfall of \$35,179 to replace the equipment. All stolen equipment will be replaced and funded through the individual school carry-over from the 2013-14 budget. The replacement equipment was ordered 2 weeks ago.

BSD Director of Facilities and Transportation has identified all the contractors that worked in the schools during the summer months and had access to keys. We also note that maintenance and school staff members also have keys to the building during the summer months.

At the Learning Support Services (LSS) meeting on October 21, 2014, Sgt. Dallas Lockhart from the Brandon Police service addressed the investigation and areas that schools can improve on with regards to safety and security of mobile devices.

It is important to note that we experienced no losses at the 3 High Schools and New Era School where we have installed new security systems with cameras and card access. With these recent thefts, it is important that we review the current procedures used in safeguarding our assets in order to prevent and minimize future technology equipment losses.

Therefore, Senior Administration will work with schools to:

1. Put processes in place to improve inventory control at all schools by:
 - a. improving tracking of our devices,
 - b. making sure all IT purchases go through MIST for tracking serial #s,
 - c. implementing monthly inventory counts with sign offs; and
 - d. improving procedures for signing out the equipment.
2. Review our facilities for better methods of securing the technology by:
 - a. identifying the needs through the capital budget process,
 - b. identifying rooms that can be used for storage and keyed differently,
 - c. identifying areas requiring motion detectors,
 - d. fast tracking the installation of card access and security cameras at all schools; and
 - e. implementing better procedures for locking the technology.
3. Identify all staff and outside companies that have access to the exterior and interior doors of the schools by:
 - a. reviewing procedures used for securing keys and alarm information.
4. Explore advanced inventory controls such as scanners and/or RFID (Radio-frequency identification) tags.
5. Report missing item(s) on a timely basis (to senior administration and the police) as this improves the investigation process.

III. SUPERINTENDENT OF SCHOOLS

1. SCHOOL VISITS (OCTOBER 1 TO NOVEMBER 3, 2014)

For Information..... D. Michaels

- October 14 – École New Era School - School Update Meeting
- October 23 – Betty Gibson School - School Update Meeting

2. SCHOOL INFORMATION – IMPLEMENTATION OF STRATEGIC PLAN 2014-2017

For Information..... D. Michaels

A. ACADEMIC PREPAREDNESS

WELCOME TO KINDERGARTEN ORIENTATION SUMMARY AND OUTLOOK: BRANDON SCHOOL DIVISION (BSD) 2013-2014 WELCOME TO KINDERGARTEN ORIENTATIONS

Attached as Appendix E is the Welcome to Kindergarten Orientation Summary and Outlook as received by Deborah Thompson, Program Manager, Welcome to Kindergarten.

This is provided as information.

ACADEMIC PREPAREDNESS AT CROCUS PLAINS REGIONAL SECONDARY SCHOOL
Report prepared by Mr. Mathew Gustafson, Principal, Crocus Plains Regional Secondary School

Student success and credit completion is connected directly with attendance. Schools have often relied on attendance procedures and contracts to encourage students to attend classes more regularly resulting in students being removed from classes when they have not met attendance expectations. This approach can sometimes have negative implications where students have times during the day where they have no assigned classes and create opportunities for other students to be tempted to miss their classes.

Crocus Plains is developing a process for increasing student success tied to attendance. The following principles guide the process.

- Improving student attendance requires a collaborative effort between student, parents and the school in the areas of communication, planning and expectations.
- Early identification is important.
- All stakeholders need to believe in the importance of attendance.
- Attendance is affected by school and non-school related factors. Sometimes these factors require an education plan that differs from the traditional structures.
- Response to Intervention (RTI), case management and teaming concepts are integrated into process.

The Crocus Plains process is as follows:

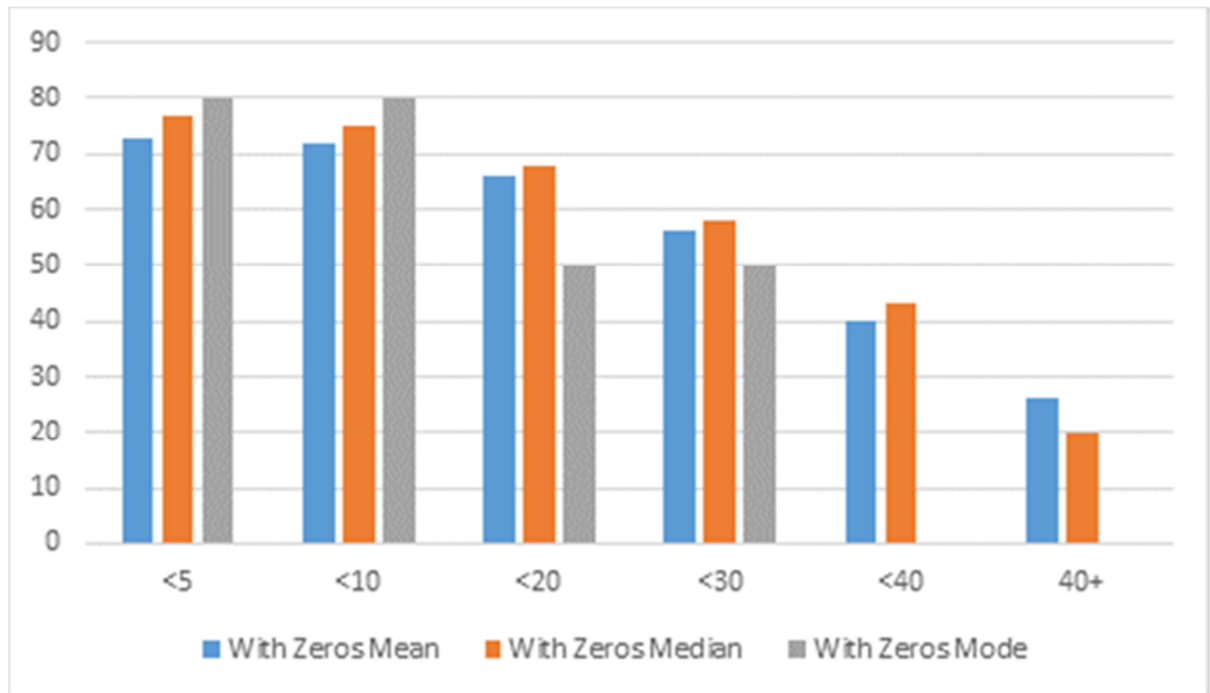
- The school has a responsibility to communicate absences and lates to parents through a variety of methods in as timely a manner as possible.
- SOS system (Support our Students) is used to facilitate communication between teachers and case managers. Teachers can send an immediate notification to a student's case manager when they have a concern regarding a student. If the student does not have a case manager, the notification starts an immediate triage process to develop a timely response.
- If attendance issues persist, a meeting between school, parent and student occurs where expectations for stakeholders can be clarified and agreed upon.
- If attendance issues do not improve, an individualized education plan is required with mandatory participation by parents, students and school. This plan may include alternative approaches to programming.

The process is early in its implementation, however the data is encouraging. Year to year absences report the following results as of October.

- Overall absences decreased by 7%

- Median measure of overall absences decreased by 22%
- Grade 9 absences decreased by 10%
- Grade 10 absences decreased by 30%
- Grade 11 absences decreased by 20%
- Grade 12 absences decreased by 33%
- Aboriginal student absences decreased by 5%
- English as an Additional Language absences remained unchanged

Note: The difference between the overall average absences and the median measure would likely indicate a small number of students with a very large number of absences.



B. GLOBAL CITIZENSHIP

GLOBAL CITIZENSHIP AT KIRKCALDY HEIGHTS SCHOOL

Report prepared by Ms. Nancy Hamilton, Principal, Kirkcaldy Heights School

Throughout this school year our staff has been working on three initiatives:

- Book Study and Action Research on writing focused on the work of Adrienne Gear and the book, "Writing Power".
- Book Study and Action Research on mathematics focused on the implementation of Guided Math in our classrooms.
- Book Study and Action Research on the book "Lost At School", and its implications for how we understand and work with students who have disengaged from school.

We have purchased the books for our staff members, and are holding one half day workshop for each initiative along with several after school sessions. We focus on trying ideas and strategies from these books in our classrooms, sharing our challenges and successes with these ideas, and continue our professional learning as we hold workshops on these initiatives throughout the year.

Student successes and achievements are celebrated daily, and we see growth in academic areas, and personal and social responsibility each and every day. Of note is the success of our Empower Reading Program. For the past two years two groups of eight (8) students have worked through this program. The improvement in all areas of reading has been remarkable, and, following completion of the program, students ask to continue to be part of the group. The students have commented that it has helped them feel like they can read for the first time in their school life. Another example of student achievement has been the new model of Student Council that we have implemented in collaboration with our middle years students. Instead of an elected executive we now have a Student Leadership Team that equally share the leadership responsibilities. As well, all grade 7 and 8 students that want to be part of the student council at large can participate in the group, without being elected as a room representative. This has increased the engagement of our middle years students ten-fold, and those student who may not have been chosen through an election process can be part of the group.

C. HEALTH AND WELLBEING

HEALTH AND WELLBEING AT ST. AUGUSTINE SCHOOL

Report prepared by Mr. Chris Czarnecki, Principal, St. Augustine School

St. Augustine School Physical Education teacher, Mr. Darcy Gerelus, has instituted some new initiatives to assist our students in meeting our yearly school plan's goal of increased student physical activity and healthy lifestyle choices.

Every Monday is called "Moving for Money Monday". When students who are observed by teachers during recesses and Physical Education classes being particularly active or are able to answer random health related questions, they earn "St. Augustine Health Dollars". These "dollars" can then be redeemed by their classes for healthy rewards.

Another program called "Final Friday Food Fact Day" gives students an opportunity to taste different healthy foods while learning about the health benefits during their Physical Education class. Some of the foods many students have tried before, but for others it is proving to be a new experience! Students have tasted carrots, cucumbers, beets, kale, squash, cabbage and hope to try some exotic fruits in the future! Parental feedback has been very positive for this program.

Bullying Prevention

In the month of October, St. Augustine School's Virtues Program highlighted the "Virtue of Empathy". Our school's daily prayer and reflections emphasized the ideal of not being judgmental. Students also learned that by identifying the concerns and feelings of others, they can always be a good friend and listen to others. Our school's guidance counsellor works with individual students who feel like they've been on the receiving end of bullying to give them strategies to be more confident and assertive.

St. Augustine School will participate in a school-wide Day of Pink in the spring that will be filled with activities to learn how to prevent bullying.

Student Achievement

The St. Augustine Leadership Team (SALT) is composed of twenty-two (22) grade 8 students. These students serve as role models and helpers to the younger students and have assisted with the school's Welcome Back BBQ. They have established committees; a Green Team, a Clean Team, and a Parish Helper Team to help around the school. Despite all this activity they have also found time to plan their first school spirit week and dance!

Ten (10) members of our school's Youth Revolution group (grades 5 to 8) participated in an intergenerational activity with some of the residents of the Victoria Landing Seniors Home. Students connected with residents by collaborating and completing a craft activity that celebrated autumn.

3. DIVISIONAL INITIATIVES

For Information..... D. Michaels

A. ACADEMIC PREPAREDNESS

PRINCIPAL LEADERSHIP PREPARATION PROGRAM – SESSION 12: DEVELOPMENT OF PERSONAL GROWTH PLAN / OCTOBER 21, 2014

Report prepared by Mr. Jaime Lombaert, Vice Principal, George Fitton School and Mr. Blaine Aston, Vice Principal, Waverly Park School

Presenters: Bob Lee, Principal, Waverly Park School; Nicole Warwaruk, Vice Principal, Kirkcaldy Heights School; and Ralph Clark, Physical Education Specialist

The evening started off with a focus on *Policy 6017: The Role of the Principal*. All participants took part in a discussion based on the Principal's leadership role and the four dimensions of administration and management, including Principal as:

- visionary leader;
- instructional leader;
- school/community facilitator; and
- stewardship of resources.

Session facilitators and participants discussed the importance of a principal or vice principal to increase their capacity in all four roles.

Questions that were discussed and answered included:

- What are the characteristics of a well-developed, focused personal growth plan?
- What needs to be considered when developing a current work plan?
- How are Administrator's Work Plans different from Teacher's Work Plans?

Participants broke into small groups to examine, discuss, and critique various work plans submitted by teachers, specialists, and principals. Small groups shared their opinions, reasons, and ideas about the elements of a *quality* work plan with the whole group.

As a final assignment for Session 12, participants developed a personal growth plan template, designed specifically for Vice Principals.

The session was engaging, and participants understood the importance of a Principal or Vice Principal building capacity in all four dimensions of administration as outlined in Policy 6017.

4. ADMINISTRATIVE AND STATISTICAL INFORMATION

SUSPENSIONS

<u>SCHOOL</u>	<u>NO./STUDENTS</u>	<u>NO./DAYS</u>	<u>REASON</u>
Crocus Plains	30 total	1 – 3 days 8 – 5 days 3 – 5 days 9 – 5 days 2 – 10 days 3 – 10 days 1 – 20 days 2 – 30 days 1 – 30 days	Unacceptable Behaviour Drug and Alcohol Policy Assaultive Behaviour Unacceptable Behaviour Unacceptable Behaviour Unacceptable Behaviour Assaultive Behaviour Weapons Cyberbullying
King George	1 total	1 – 5 days	Unacceptable Behaviour
Neelin	3 total	1 – 3 days 2 – 5 days	Unacceptable Behaviour Unacceptable Behaviour
Vincent Massey	5 total	1 – 5 days 2 – 5 days 2 – 15 days	Cyberbullying Drug and Alcohol Policy Drug and Alcohol Policy

5. COMMUNITY CONNECTIONS

For Information..... D. Michaels

BRANDON COMMUNITY DRUG AND ALCOHOL EDUCATION COALITION MEETING / OCTOBER 16, 2014

Present:

Addictions Foundation of Manitoba
Assiniboine Community College
Brandon Police Service
Brandon School Division

Julie Hockley
Caley Strachan
Inspector Doug Thompson
Greg Malazdrewicz
Bruce Shamray
Michael Adamski
Rick Stallard
Marcy Roziere
Angela McGuire-Holder
Chris Bromley
Breanna Dick
Richard Greer
Dolores McGregor

Child and Adolescent Treatment Centre
Child and Family Services
Community Development Department
Prairie Mountain Health

Regrets:

Addictions Foundation of Manitoba
Brandon Friendship Centre

Brandon Ministerial Association
Brandon Police Service
Brandon School Division

Brandon University
CFB Shilo

City of Brandon
Family Services and Labor
Probation Services
Teen Challenge

Lorri Mathieson
Gail Cullen
Mavis Canada
Dwayne Dyck
Chief Ian Grant
Dr. Donna Michaels
Mathew Gustafson
Trustee Linda Ross
Trustee Peter Bartlette
Karen Doty-Sweetnam
Al Zwicker
Elaine Desbiens
Mayor Shari Decter Hirst
Mark Hewins
Brittany Donohoe
Kim Lowes

Welcome and Agenda Review

Mr. Malazdrewicz welcomed everyone to the meeting. The minutes of the May 15, 2014 meeting were reviewed. No changes or omissions were noted.

Coordinator's Report (including Youth Revolution)

Ms. McGuire-Holder's report is attached as Appendix F.

- The We Schools in Action report was discussed
- Ms. McGuire-Holder noted she is currently using the same website for the Youth Revolution as what was used last year. It was noted that the website may need revamping for ease of use and access
- Ms. McGregor said that the Youth Revolution could contact Barb Harrison regarding senior nursing practicum projects. Psychiatric nurses also work closely with additions so they would be good contacts for the Youth Revolution students
- Mr. Malazdrewicz spoke to the Storytime Project that will be starting in January in partnership with the Brandon Shoppers Mall. Ms. McGuire-Holder could get students involved in a supervision / volunteer role

Areas of Coalition Attention / Work for 2014/2015

The Brandon Community Drug and Alcohol Education Coalition will work closely with the Community Mobilization Program as an interface. The next Community Mobilization meeting will be in December.

Partner Updates

Addictions Foundation of Manitoba

- Caseloads remain high in the three high schools
- Most students in programs are using because their caregivers exposed them to drugs and are using themselves
- A new counsellor has been hired that will be available to work with middle grade students
- AFM has been working with students on building resiliency. A lot of students deal with different types of trauma – kids affected by caregivers use/abuse of substances, sexual abuse
- How do we build resiliency for the students dealing with trauma?
- How can AFM support Neelin High School Upper Deck? New counsellor could work at Upper Deck as a pilot project.

Assiniboine Community College

- Focus on developing communities within the College
- Hard for students to connect being spread across different campuses
- Students' Association newsletter has more health and wellness information included in it

Brandon Friendship Centre – no report

Brandon Ministerial Association – no report

Brandon Police Service

- Inspector Thompson gave regrets for Chief Grant and spoke to how Chief Grant was instrumental in establishing the Community Mobilization Program in Brandon. Inspector Thompson spoke to the program and its purpose
- School Resource Officers are busy delivering programs to schools on a wide range of topics

Further conversation:

- FIPPA and PHIA create barriers for organizations to provide/gather information that is needed to assist students in getting the best programming, care, services that they require. The Community Mobilization Program may help break down some of these barriers and allow all organizations to work more efficiently and effectively together

Brandon School Division Schools

- Active start; enrollment numbers are up
- Over the next several years Brandon School Division is anticipating large growth; planning for a large number of portables
- Minister Swan was in Brandon early September and discussed the need for an additional School Resource Officer. After reflecting on past suspension data, it showed the number of suspensions hasn't increased but there has been a significant shift in assaultive/drug related suspensions
- Development of the At Risk Youth Program and Upper Deck means that there are eighty five students (who would typically be receiving suspensions) being removed from the population of students receiving suspensions
- Social workers are attending the Mental Health Action and Trauma conferences in November

High Schools

Crocus Plains – no report

Neelin

- Have had a very positive start
- Number of suspensions for this time of year is currently down; have only had one drug related suspension
- Very active student council which helps to set a positive school environment
- Some of the student clubs include: Journalism Club, SWAT (Students Working Against Tobacco), and ECO Club
- There are a number of students attending WE Day in Winnipeg on October 29

Vincent Massey

- Good start up
- Have had a total of six suspensions, five of which are drug related
- Marijuana is still the drug of choice

Elementary/Middle Schools

- Earl Oxford
 - Very busy start up
 - School has relied on services from the Child and Adolescent Treatment Center and the School Resource Officer already this year
 - The location of the school provides students with a greater opportunity to purchase ECigarettes
- Meadows
 - Proactive strategies to positive lifestyle choices will help younger students
 - Have seen huge behaviour changes with students who are involved in the Youth Revolution

Brandon University – no report

CFB Shilo – no report

Child and Family Services

- Started a Youth Speak Up Manitoba team
- Working with adoption agencies to find more permanent placement for older children
- Teen Talk Girls Group will be starting again. Some of the sessions will include presentations from AFM and SERC
- Similar programs are being delivered to students' ages 7 to 15 in the Westaway Bay area. Projects will be done over the holidays for these students as well
- Post-secondary institutes, including Assiniboine Community College, Brandon University and University of Manitoba, are waving tuition fees for children in care. The application process for these students can start as soon as they are accepted into a post-secondary institution. Information on the application process will be forwarded to schools

City of Brandon – no report

Community Development Department

- Youth Wellness Day will be held March 17, 2015. Mitch Dorge and Robb Nash will be presenting
- The Lighthouse Program is being offered in eight schools and 2 community centers, the Brandon Youth Center and the Westaway Bay Family Resource Center
- The Westaway Bay Family Resource Center is open approximately four days a week now. Huge positive shifts have been seen in the area. The next target area will be the Cornell Bay area
- Human Rights Day Project – hoping to host a public event at the Youth Center
- City of Brandon will be looking for partnerships for funding and for volunteers for the Youth Center

Family Services and Labor – no report

Prairie Mountain Health

- Annual report has been release and is available online at:
http://www.prairiemountainhealth.ca/export/sites/westernmbrha/Galleries/PDFs/2014_PMH_Annual_Report_FINAL.pdf
- Developed Local Health Involvement Groups (LHIGS) that are based on community members working together to report to the Board
- Healthy Schools grant applications have been distributed to schools and community agencies. Intake deadline is Wednesday, October 22, 2014
- Healthy Brandon grant intake deadline is November 1, 2014
- Heart and Stroke Foundation has put out an urgent notice to Legislation to put out an advisory on ECigarettes
- ECigarettes containing nicotine cannot legally be sold in Canada

Further conversation:

- ECigarettes have caused issues in schools already; use of cigarettes and accessibility for students
- Other drugs can be placed in the ECigarettes
- Because it is a vapor, it is harder to detect the scent

Child and Adolescent Treatment Centre

- The Suicide Prevention Initiative Network (SPIN) applied for and received a grant to hold an Anti-Stigma for Mental Health in Youth summit. Two students from Vincent Massey High School and École secondaire Neelin High School will then attend a national summit in Ottawa
- Kailey Kowalick is the Anti-Stigma Coordinator
- Kailey will be looking for speakers who will be able to share their own personal stories on depression, anxiety
- This is a good follow-up to Clara's Big Ride (Clara Hughes' visit to Brandon)
- Kailey's contact information is: kkowalick@pmh-mb.ca OR brantistigma@pmh-mb.ca. Principals can contact Kailey directly if they have any questions
- Teen Clinic is up and running for their fifth year
- Addition of social workers in the schools has greatly helped
- It was a busy September with the Crisis unit being full for a few weeks; intake list is full as well
- Admissions have been consistently increasing by twenty percent (20%) per year for the last few years

Probation Services – no report

Teen Challenge – no report

Next Meeting Date

Thursday, February 19, 2015

9:00 – 11:30 a.m.

Brandon School Division Administration Office

**Education and Advanced Learning****The Public Schools Finance Board**

402 - 258 Portage Ave, Winnipeg, Manitoba R3C 0B6

T 204-945-0205 F 204-948-2001

RECEIVED

OCT 31 2014

Office of the Secretary-Treasurer
Brandon School Division

October 30, 2014

Mr. Denis Labossiere
Secretary-Treasurer
The Brandon School Division
1031 - 6th Street
Brandon MB R7A 4K5

Dear Mr. Labossiere:

George Fitton Daycare – Lease Agreement

Please be advised that The Brandon School Division is approved to enter into a lease agreement with the Brandon Friendship Centre Inc. Kokum's Early Enrichment Program for use of the George Fitton Daycare facility, effective December 1, 2014 and ending on November 30, 2019 at a rate of \$1.00 per year.

Project No. BR GEO LE 2014 1

Recommended by:

Authorized by:

Angelo De Francesco
Architect

R. John Weselake
A/ Executive Director

c. Mel Clark, Director of Facilities and Transportation, The Brandon School Division

LEASE FOR DAY CARE

THIS LEASE is made, in duplicate, the _____ day of _____, 2014,

BETWEEN:

THE BRANDON SCHOOL DIVISION,
(the "Landlord")

AND

BRANDON FRIENDSHIP CENTRE INC.
KOKUM'S EARLY ENRICHMENT PROGRAM
(the "Tenant")

WITNESSETH AS FOLLOWS:

Article 1 — Basic Terms, Definitions

1.1 Basic Terms

- (a) Landlord: The Brandon School Division
Address: 1031 - 6th Street, Brandon, Manitoba, R7A 4K5
- (b) Tenant: Brandon Friendship Centre Inc.
Kokum's Early Enrichment Program
Address: 836 Lorne Avenue, Brandon, Manitoba, R7A 0T8
- (c) Premises: the lands and premises illustrated in Schedule "A",
described in Schedule "B" and municipally known as:
George Fitton Daycare
Unit B – 1129 – 3rd Street, Brandon, Manitoba, R7A 3E7
- (d) Rentable Area of Premises: Approximately 6,090 square feet
- (e) Term: Five (5) years, subject to Sections 2.2 and 2.3
Commencement Date: December 1, 2014, subject to Section 2.3
End of Term: November 30, 2019, subject to Sections 2.2 and 2.3
- (f) Basic Rent (Section 4.1):
One (\$1.00) Dollar per year
- (g) Permitted Use (Section 7.1): child care services, including related staff
and administrative offices and fundraising/family events
- (h) Extension Rights: As set out in Schedule "D"
- (i) Schedules forming part of this Lease:
Schedule "A" Plan or Sketch of Premises
Schedule "B" Legal Description
Schedule "C" Landlord's and Tenant's Work
Schedule "D" Extension Rights

1.2 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) "Additional Rent" means payments on account of the Landlord's insurance, payments on account of Realty Taxes, payments for utilities and all other amounts, excluding Basic Rent and Rental Taxes, payable by the Tenant in accordance with the terms of this Lease;
- (b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;
- (c) "Building Systems" means:
 - (i) the HVAC System 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 elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; 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;
- (d) "Capital Taxes" means any tax or taxes levied against the Landlord and any owner of the Premises by any governmental authority having jurisdiction (including, without limitation, the Large Corporations Tax imposed under the *Income Tax Act* (Canada) and the tax imposed under any applicable provincial corporate tax legislation) based on or computed by reference to the paid-up capital or place of business of the Landlord or any owner of the Premises or the taxable capital employed in Canada by the Landlord or any owner of the Premises as determined for the purposes of such tax or taxes;
- (e) "Commencement Date" means the date set out in Section 1.1(e), as such may be varied pursuant to the terms of this Lease;
- (f) "Event of Default" has the meaning set out in Section 13.1;
- (g) "HVAC System" means all interior climate control (including heating, ventilating, and air-conditioning) systems, installations, equipment and facilities in or servicing the Premises;
- (h) "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 or any former occupant of the Premises, including doors, hardware, partitions

(including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;

(i) "Mortgage" means any mortgage or other security against the Premises and/or the Landlord's interest in this Lease, from time to time;

(j) "Mortgagee" means the holder of any Mortgage from time to time;

(k) "Premises" means the lands and premises identified in Section 1.1(c) and having the Rentable Area as set out in Section 1.1(d), and all rights and easements appurtenant thereto;

(l) "Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Premises or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;

(m) "Rent" means all Basic Rent and Additional Rent;

(n) "Rentable Area of the Premises" means the area of the building forming part of the Premises measured to the outside surface of the outer building wall and, for greater certainty, excludes storage areas and parking areas, and as may be adjusted from time to time to reflect any alteration, expansion, reduction, recalculation or other change, determined in accordance with the Building Owners and Managers Association ("BOMA") standard method of measurement then in effect from time to time;

(o) "Rental Taxes" means any and all taxes or duties imposed on the Landlord 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, 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;

(p) "Term" means the period specified in Section 1.1(e) and, where the context requires, any renewal, extension or overholding thereof;

(q) "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

(r) "Transferee" means any person or entity to whom a Transfer is or is to be made.

Article 2 — Demise and Term

2.1 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 Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Premises. Save and except for any Landlord's Work set out in Schedule "C", the Tenant accepts the Premises on an "as is" basis.

2.2 Term

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(e), and end on the date set out in Section 1.1(e), unless terminated earlier pursuant to the provisions of this Lease.

2.3 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises at the start of the Fixturing Period or on the Commencement Date (if there is no Fixturing Period), then and only then shall the start of the Fixturing Period (if any), the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

2.4 Overholding

If, at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of one hundred and fifty percent (150%) of the monthly instalment of Basic Rent payable during the last year of the Term and one-twelfth (1/12) of all Additional Rent charges provided for herein, determined in the same manner as if this Lease had been renewed, and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

2.5 Fixturing Period

During any Fixturing Period provided for herein, all terms and conditions of this Lease shall apply, except the Tenant shall not be responsible for the payment of Basic Rent.

Article 3 — Rent

3.1 Covenant to Pay, Net 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 net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Premises, and that the Tenant shall pay, as Additional Rent, all charges, impositions and expenses of every nature and kind relating to the Premises (except the Landlord's income taxes, and except as otherwise specifically provided) in the manner hereinafter provided, and the Tenant covenants with the Landlord accordingly.

3.2 Rental Taxes

The Tenant will pay to the Landlord the Rental Taxes assessed on: (a) the Rent; (b) the Landlord; and/or (c) 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. The Rental Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though they were Additional Rent.

3.3 Payment Method

The Landlord may at any time, and from time to time, require the Tenant to provide to the Landlord either: (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts. In the event of any change in the estimates of Additional Rent, the Landlord may require a new series of monthly postdated cheques or new documentation (as applicable).

3.4 Rent Past Due

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount 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 becomes due until paid by the Tenant.

3.5 Partial Periods

If the Term commences on any day other than the first day of the month, or ends on any day other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month.

Article 4 — Basic Rent

4.1 Basic Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement or set-off whatsoever, as annual Basic Rent, the sum of One (\$1.00) Dollar per year during the Term payable, in advance, on the first day of each and every year during the Term.

Article 5 — Additional Rent

5.1 Additional Rent

(1) In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord or as otherwise provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent the following costs incurred and attributable to the entire Premises:

- (a) the cost of the Landlord's insurance as provided herein;
- (b) all Realty Taxes levied, rated, charged or assessed on or in relation to the Premises;

- (c) all charges, costs, accounts and any other sums payable by reason of the supply of utilities and services to the Premises; and
 - (d) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.
- (2) All of the payments set out in this Lease (other than Rental Taxes) shall constitute Basic Rent or Additional Rent, and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise, and whether or not paid as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that is has against the Tenant for default in payment of Basic Rent.

5.2 Realty Taxes

The Tenant shall pay to the Landlord, as Additional Rent, all Realty Taxes levied, rated, charged or assessed throughout the Term, on or in relation to the Premises, or any part thereof, in accordance with the following:

- (a) payment shall be due in equal monthly instalments over each calendar year or such shorter period as required such that the Landlord will have in its hands an amount sufficient to pay each instalment of Realty Taxes when due to the taxing authorities. Prior to the commencement of each year, the Landlord shall estimate the amount of such equal monthly instalments and notify the Tenant in writing of such estimate. From time to time during the year, the Landlord may re-estimate the amounts payable for such year, in which event the Landlord shall notify the Tenant in writing of such re-estimate and fix monthly instalments for the remaining balance of such year; and
- (b) if the Landlord so directs, the Tenant shall pay Realty Taxes directly to the taxing authorities. In that event, the Tenant shall make payment, on or before the due date, of each instalment and shall provide to the Landlord, on demand, evidence of payment in the form of receipted bills.

5.3 Business and Other Taxes

In each and every year during the Term, the Tenant shall pay as Additional Rent, discharge within fifteen (15) days after they become due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of, the following:

- (a) every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else (other than such taxes as income, profits or similar taxes assessed on the income of the Landlord); and
- (b) all Realty Taxes in respect of tenant's fixtures, Leasehold Improvements, equipment or facilities on or about the Premises, and any Realty Taxes occurring as a result of any reason peculiar to the Tenant.

5.4 Capital Taxes

The Tenant shall pay to the Landlord, as Additional Rent, the portion of the Capital Taxes that, in the Landlord's reasonable discretion, is attributable to the Premises, as if

the Premises was the only property of the Landlord and/or any owner of the Premises. Payment shall be due in equal monthly instalments over each calendar year. Prior to the commencement of each year, the Landlord shall estimate the amount of such equal monthly instalments and notify the Tenant in writing of such estimate. From time to time during the year, the Landlord may re-estimate the amounts payable for such year, in which event the Landlord shall notify the Tenant in writing of such re-estimate and fix monthly instalments for the remaining balance of such year.

5.5 Landlord's Insurance Costs

The Tenant shall pay to the Landlord, as Additional Rent, all costs of the Landlord in maintaining its insurance as contemplated herein in accordance with the following:

- (a) payment shall be due in equal monthly instalments over each calendar year or such shorter period as required, such that the Landlord will have in its hands an amount sufficient to pay its insurance invoices. Prior to the commencement of each year, the Landlord shall estimate the amount of such equal monthly instalments and notify the Tenant in writing of such estimate. From time to time during the year, the Landlord may re-estimate the amounts payable for such year, in which event the Landlord shall notify the Tenant in writing of such re-estimate and fix monthly instalments for the remaining balance of such year; and
- (b) if the Landlord so directs, the Tenant shall reimburse it for the cost of insurance on demand.

5.6 Annual Readjustment of Additional Rent

As soon as practicable after the expiration of each year, the Landlord shall make a final determination of Realty Taxes, Capital Taxes and other estimated Additional Rent, based on the actual costs incurred therefor by the Landlord, and shall notify the Tenant of such determination, providing reasonable details as to the breakdown and calculation thereof. If there has been a shortfall in the amounts payable by the Tenant for such period, the Tenant shall pay such shortfall within twenty (20) days after delivery of the Landlord's notice. Any overpayment may be paid by the Landlord to the Tenant without interest, or credited to the Tenant's account and held by the Landlord without interest, to be applied to payments falling due under this Lease. In the event of any dispute, the report of the Landlord's auditor or accountant as to Additional Rent shall be conclusive as to the amount thereof for any period to which such report relates. Neither the Landlord nor the Tenant may claim any adjustment on account of Additional Rent for any fiscal period more than two (2) years after the date of delivery of the statement for such period.

Article 6 — Utilities and Building Systems

6.1 Payment for Utilities

The Tenant shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Premises. The Tenant shall contract with and pay the supplier directly. The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant which consume or are likely to consume large amounts of electricity or other utilities and, on request, shall promptly provide the Landlord with a list of all installations, appliances and machines used in the Premises.

6.2 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 electrical wiring and service in the Premises, and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.3 No Liability

In no event shall the Landlord 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.

6.4 Building Systems

The Tenant 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 7 — Use of Premises

7.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(g), and for no other purpose.

7.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. Without limiting the generality of the foregoing:

- (a) where, 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 clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense; and
- (b) 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.

7.3 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and 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.

Article 8 — Maintenance, Repairs and Alterations of Premises

8.1 Tenant's Obligations

(1) The Tenant covenants to keep the Premises in a good and reasonable state of repair consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises. The Tenant shall not be responsible for any items that are within the Landlord's obligations pursuant to Section 8.2 of this Lease. The obligations of the Tenant include, without limitation, snow removal, garbage removal and pest control for the Premises, maintenance and gardening of the Premises, painting and decorating, and maintenance of and repairs to the parking lot and driveway.

(2) The Tenant shall also be responsible for:

- (a) structural repairs and replacements including, without limitation, the cost of replacement of the roof or any component thereof (such as a roof deck or roof membrane);
- (b) capital repairs and replacements to the parking lot, driveways and other access facilities; and
- (c) capital repairs and replacements to the Building Systems and utility systems;

provided that any such repairs necessitated as a result of any willful or negligent act or omission of the Landlord, its agents, servants, contractors, invitees, employees or others for whom the Landlord is in law responsible shall be at the cost of the Landlord.

8.2 Landlord's Obligations

The Landlord shall be responsible for repairs and replacements arising from structural defects or weaknesses.

8.3 Inspection and Repair on Notice

The Landlord, 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 Landlord, 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 Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord 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. The Tenant shall promptly effect all repairs necessitated by the Tenant's negligence or wilful misconduct or the negligence or wilful misconduct of the Tenant's

agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

8.4 Alterations

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's reasonable out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be engaged for any structural, mechanical or electrical work. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes to the Premises, its equipment or services, necessitated thereby.

8.5 Signs

The Tenant shall be permitted to install a sign on the exterior of the Premises, subject to the Landlord's approval as to size, location, design, type and method of installation, which approval shall not be unreasonably withheld. The Tenant shall not install and otherwise display any additional sign on any part of the outside of the Premises or that is visible from the outside of the Premises without the prior consent of the Landlord, not to be unreasonably withheld.

8.6 Construction Liens

If any construction or other lien or order for the payment of money shall be filed against the Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

8.7 Removal of Improvements and Fixtures

(1) All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord 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:

- (a) 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

- (b) the Tenant shall, at its sole cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed, such removal to be completed on or before the end of the Term.

(2) The Tenant shall, at its own expense, 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 Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord 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 Landlord shall be under no obligation to repair or maintain the Tenant's installations.

8.8 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up to the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 8.7.

Article 9 — Insurance and Indemnity

9.1 Tenant's Insurance

(1) 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:

- (a) "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;
- (b) 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 business 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) or such higher limits as the Landlord may reasonably require from time to time;
- (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by

the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;

- (d) business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months;
- (e) plate glass insurance with respect to all glass windows and glass doors in or on the Premises for the full replacement value thereof; and
- (f) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time.

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 9.1(a) and 9.1(c) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The insurance described in Sections 9.1(b) and 9.1(d) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The Landlord 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 Landlord and the Tenant.

(3) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, on written request, certificates of all such policies. 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 Landlord shall have the right to take out such insurance and pay the premium therefor and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following payment by the Landlord.

9.2 Landlord's Insurance

The Landlord 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 Landlord. The Landlord may maintain such other insurance in respect of the Premises and its operation and management as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the

Landlord'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.

9.3 Increase of Landlord Premiums

If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Premises or any part thereof, causes or results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Premises, the Tenant shall pay any such increase in premiums as Additional Rent forthwith after invoices for such additional premiums are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate. The Tenant shall comply promptly with all requirements and recommendations of the Insurer's Advisory Organization of Canada (or any successor thereof), or of any insurer now or hereafter in effect, pertaining to or affecting the Premises.

9.4 Tenant Indemnity

The Tenant shall indemnify the Landlord 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.

9.5 Mutual Release

(1) Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:

- (a) such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts under the Tenant's insurance (but not the Landlord's) shall be deemed to be proceeds of insurance received; and
- (b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.

(2) 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 Landlord, 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 Landlord be liable for:

- (a) damage to property of the Tenant or others located on the Premises;

- (b) 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;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (d) any indirect or consequential damages suffered by the Tenant.

Article 10 — Assignment and Subletting

10.1 Assignment, Subletting

The Tenant shall not effect any Transfer without the prior written consent of the Landlord, which consent may be unreasonably or arbitrarily withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent or sums on account of Rent from the Transferee and apply the net amount collected to the Rent payable hereunder, but no such Transfer or collection, or acceptance of the Transferee as tenant, shall be deemed to be a waiver of this covenant.

10.2 Landlord's Consent

If the Tenant desires to effect a Transfer, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing. The Tenant's request shall contain the information required by Section 10.3 of this Lease. The Landlord shall, within fourteen (14) days after receipt of such request, notify the Tenant in writing either that: (a) the Landlord consents or does not consent, as the case may be; or (b) the Landlord elects to cancel and terminate this Lease if the request is to assign the Lease or to sublet or otherwise transfer all of the Premises or, if the request is to sublet or otherwise transfer a portion of the Premises only, to cancel and terminate this Lease with respect to such portion. If the Landlord elects to cancel this Lease as aforesaid and so advises the Tenant in writing, the Tenant shall then notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention either to refrain from such Transfer or to accept the cancellation of the Lease (in whole or in part, as the case may be). Failure of the Tenant to deliver notice to the Landlord within such fifteen (15) day period advising of the Tenant's desire to refrain from such Transfer shall be deemed to be an acceptance by the Tenant of the Landlord's cancellation of this Lease (in whole or in part, as the case may be). Any cancellation of this Lease pursuant to this Section 10.2 shall be effective on the later of the date originally proposed by the Tenant as being the effective date of the Transfer and the last day of the month sixty (60) days following the date of the Landlord's notice to cancel this Lease.

10.3 Requests for Consent

Requests by the Tenant for the Landlord's consent to a Transfer shall be in writing and shall be accompanied by the name, address, telephone numbers, business experience, credit and financial information and banking references of the Transferee, and shall include a true copy of the document evidencing the proposed Transfer, and any agreement relating thereto. The Tenant shall also provide such additional information

pertaining to the Transferee as the Landlord may reasonably require. The Landlord's consent shall be conditional on the following:

- (a) the Tenant remaining fully liable to pay Rent and to perform all of the covenants, terms and conditions herein contained;
- (b) the Landlord being satisfied, acting reasonably, with the financial ability and good credit rating and standing of the Transferee and the ability of the Transferee to carry on the permitted use;
- (c) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (d) the Transferee having entered into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease;
- (e) the Tenant paying to the Landlord, prior to receiving such consent, an administrative fee and all reasonable legal fees and disbursements incurred by the Landlord in connection with the Transfer; and
- (f) the Tenant paying to the Landlord, as Additional Rent, all excess rent and other profit earned by the Tenant in respect of the Transfer.

10.4 Change of Control

Any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Tenant or any other corporation, which would result in any change in the effective direct or indirect control of the Tenant, shall be deemed to be a Transfer, and the provisions of this Article 10 shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or its lawful representatives such books and records for inspection, at all reasonable times, in order to ascertain whether there has, in effect, been a change in control.

10.5 No Advertising

The Tenant shall not advertise that the whole or any part of the Premises is available for assignment or sublease, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

10.6 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Premises or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

10.7 Status Certificate

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord a statement as prepared by the Landlord in writing certifying the following:

- (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modifications and that the same is in full force and effect as modified;
- (b) the amount of the Basic Rent then being paid;

- (c) the dates to which Basic Rent, by instalments or otherwise, and Additional Rent and other charges hereunder have been paid; and
- (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

10.8 Subordination and Non-Disturbance

This Lease and all of the rights of the Tenant hereunder are, and shall at all times, be subject and subordinate to any and all Mortgages and any renewals or extensions thereof now or hereinafter in force against the Premises. Upon the request of the Landlord, the Tenant shall promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be made on the security thereof and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the Tenant of the Premises or of affecting the rights of the Tenant pursuant to the terms of this Lease, provided that the Tenant performs all of its covenants, agreements and conditions contained in this Lease and contemporaneously executes a document of attornment as required by the Mortgagee.

Article 11 — Quiet Enjoyment

11.1 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.

Article 12 — Damage and Destruction

12.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work.

12.2 Rights to Termination

Notwithstanding Section 12.1:

- (a) if the Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the reasonable opinion of the Landlord, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may terminate this Lease by giving to the Tenant, within thirty (30) days after such damage or destruction, notice of termination, and thereupon Rent and other payments hereunder

shall be apportioned and paid to the date of such damage or destruction, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; and

(b) in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Premises or are not payable to or received by the Landlord, or in the event that any Mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose or, in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Premises, the Landlord may elect, within thirty (30) 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 Landlord.

12.3 Certificate Conclusive

Any decisions regarding the extent to which the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

12.4 Landlord's Work

In performing any reconstruction or repair, the Landlord may effect changes to the Premises and its equipment and systems. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

12.5 Expropriation

(1) If at any time during the Term any public body or paramount authority shall take or expropriate the whole or a portion of the Premises, then the following provisions shall apply:

- (a) if such expropriation or compulsory taking does not materially affect the Tenant's use or enjoyment of the Premises, then the whole of the compensation awarded or settled, whether fixed by agreement or otherwise, shall be paid or received by the Landlord, and the Tenant assigns, transfers and sets over unto the Landlord all of the right, title and interest of the Tenant therein and thereto, and this Lease shall thereafter continue in effect with respect to the remainder of the Premises, without abatement or adjustment of Rent; and
- (b) if such expropriation or compulsory taking does materially affect the Tenant's use or enjoyment of the Premises, then, at the Landlord's option:
 - (i) this Lease shall be deemed to terminate and the Term shall terminate on the date on which the expropriating or taking authority requires possession of the lands so expropriated or taken; or (ii) the Premises shall be adjusted to exclude the area so taken, the Landlord shall complete any work required to the Premises as a result of such taking (excluding any work relating to any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant) and the Rent shall be adjusted if the Rentable Area of the Premises changes as a result

of such taking. In either event the Landlord shall be entitled to receive the entire compensation awarded or settlement, whether fixed by agreement or otherwise, save and except for the portion thereof that is specifically awarded or allocated in respect of the leasehold improvements or other interests of the Tenant.

(2) The Landlord and the Tenant will cooperate with each other regarding any expropriation of the Premises or any part thereof so that each receives the maximum award to which it is entitled at law.

Article 13 — Default

13.1 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 notice in writing from the Landlord to the Tenant;
- (b) 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 13.1, after notice in writing from the Landlord 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;
- (c) 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;
- (d) 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;
- (e) the Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
- (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 Landlord;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or

(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.

13.2 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 Landlord 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 Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under this Section 13.2(a) or proceeding under Section 13.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.2(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 Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord 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 Landlord, 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 Landlord 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 Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord 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 Landlord;

(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 Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;

(d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord 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 Landlord 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.

13.3 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, and the Tenant waives any such exemption. If the Landlord 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 Landlord to levy such distress.

13.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord 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 Landlord.

13.5 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord 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 Landlord by statute or common law.

Article 14 — Environmental Law

14.1 Hazardous Substances

(1) Without limiting any other provision of this Lease, the Tenant agrees to comply with all laws, ordinances, rules and regulations relating to the storage, transport, use or disposal of toxic and hazardous material (the "Environmental Laws") that is or may hereafter be prohibited, controlled or regulated by any federal, provincial, or municipal legislation, regulation, ordinances or directives (hereinafter called "Hazardous Substances"). The Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims, losses, costs, damages, liabilities, fines and penalties, expenses (including reasonable legal fees), cleanup costs or other damage or injury resulting from or arising out of the failure of the Tenant, its servants, agents, employees, contractors or invitees to comply with the foregoing sentence. The Tenant agrees to post and keep posted in a prominent location of the working area of the Premises any memorandum or bulletin from the Landlord concerning Hazardous Substances. The foregoing indemnify

shall survive the termination of this Lease and any subsequent renewals and shall continue until the applicable statute of limitation runs out.

(2) The Tenant shall not cause or permit any Hazardous Substances, as defined or declared to be such pursuant to any Environmental Laws, to be brought upon, kept or used in or about the Premises, or any part thereof without the prior written consent of the Landlord, which consent will not be unreasonably withheld if the Tenant demonstrates to the Landlord's reasonable satisfaction that the Hazardous Substances are reasonably necessary for the Tenant's permitted use of the Premises, that it will be used, kept, stored and disposed of in a manner that complies with all Environmental Laws regulating the Hazardous Substances, and that, at the Tenant's sole cost and expense, it shall take out and keep in full force and effect in the name of the Tenant, the Landlord and any mortgagee, as their respective interests may appear, environmental insurance satisfactory to the Landlord, whose consent shall be given, in writing, to the Tenant, protecting the Landlord and the mortgagee from any claims that may arise as a result of the Hazardous Substances.

(3) The Tenant shall, at the Tenant's own expense, comply with all Environmental Laws regulating the manufacture, use, storage, transportation and disposal of Hazardous Substances and shall make, obtain and deliver all reports and studies required by any authority and the Tenant undertakes to advise the Landlord in writing forthwith of any Environmental Laws and any changes thereto which affect the Tenant's business.

(4) The Landlord may, at any time and from time to time, inspect the Premises and the Tenant's records for the purpose of identifying the existence, nature and extent of Hazardous Substances on the Premises and the Tenant's use, storage and disposal of any Hazardous Substances, and the Tenant agrees to cooperate with the Landlord in its performance of such inspection. If the Landlord, acting reasonably, determines following any such inspection that further testing or investigation is required in order to monitor the Tenant's compliance with any Environmental Laws, the Landlord may, at its option, require the Tenant, at its expense, to arrange for such testing or investigation itself, in which case the Landlord's cost of any such testing or investigation shall be paid by the Tenant to the Landlord as Additional Rent forthwith upon demand therefor.

(5) If any authority pursuant to any Environmental Laws or any other provisions shall require the cleanup of any Hazardous Substances held, released, spilled, abandoned or placed upon the Premises or released into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Premises, the Tenant shall at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by the authority and carry out and complete the work required, provide to the Landlord full information with respect to proposed plans and the status from time to time of its cleanup work and comply with the Landlord's reasonable requirements with respect to such plans.

(6) If the Tenant creates or brings to the Premises any Hazardous Substances or if the conduct of the Tenant's business shall cause there to be any Hazardous Substances at the Premises, then notwithstanding any provision in the Lease or rule of law to the contrary, such Hazardous Substances shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree or

affixation to the Premises of the Hazardous Substances, or the goods containing the Hazardous Substances, and notwithstanding the expiry or early termination of the Lease.

(7) Upon the expiration or earlier termination of the Term, the Tenant, at its sole expense, shall remove and dispose of all Hazardous Substances and all storage tanks and other containers in accordance with all Environmental Laws to the extent required by the Landlord.

(8) If the Tenant shall have breached any of the terms of this Section 14.1 then the Landlord shall have the option by written notice given to the Tenant within ninety (90) days of the Landlord becoming aware of the breach to terminate the Lease, such termination to take effect thirty (30) days after the exercise of this option. If the Landlord exercises its option as herein provided, the Tenant shall proceed to carry out its obligations as specified in Subsection 14.1 (7) hereof.

Article 15 — General

15.1 Entry

(1) Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled, at any time during the last nine (9) months of the Term:

- (a) without notice to or consent by the Tenant, to place on the exterior of the Premises the Landlord's usual notice(s) that the Premises are for rent; and
- (b) on reasonable prior notice, to enter on the Premises during normal business hours for the purpose of exhibiting same to prospective tenants.

(2) The Landlord may enter the Premises at any time during the Term, on reasonable notice, for the purpose of exhibiting the Premises to prospective Mortgagees and/or purchasers, or for the purpose of inspecting the Premises. The Landlord shall have the right to place on the Premises a "for sale" sign of reasonable dimensions.

15.2 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord 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 14.2 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

15.3 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 Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord'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 Landlord 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.

15.4 Notices

(1) Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 1.1(a) or (b), as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

15.5 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Premises. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval to the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat.

15.6 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.

15.7 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 Landlord 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 Landlord agrees to cooperate with the Tenant in bringing such application.

15.8 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.

15.9 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 Landlord hereunder.

15.10 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.

IN WITNESS WHEREOF the parties have duly executed this Lease.

LANDLORD

THE BRANDON SCHOOL DIVISION

Per: _____

Name:

Title:

I/We have the authority
to bind the Corporation

Per: _____

Name:

Title:

TENANT

BRANDON FRIENDSHIP CENTRE INC.
KOKUM'S EARLY ENRICHMENT PROGRAM

Per: _____

Name:

Title:

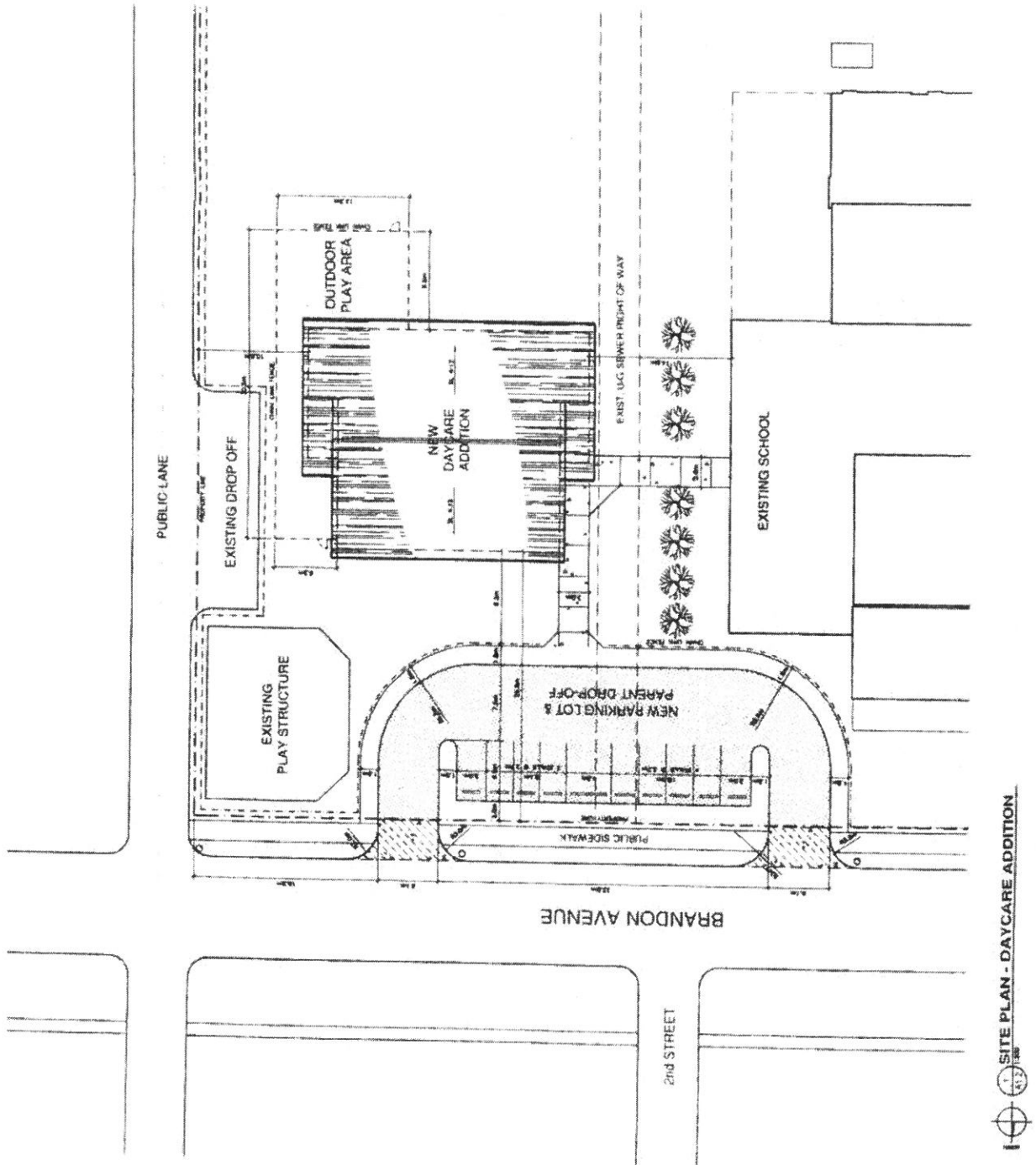
I/We have the authority
to bind the Corporation

Per: _____

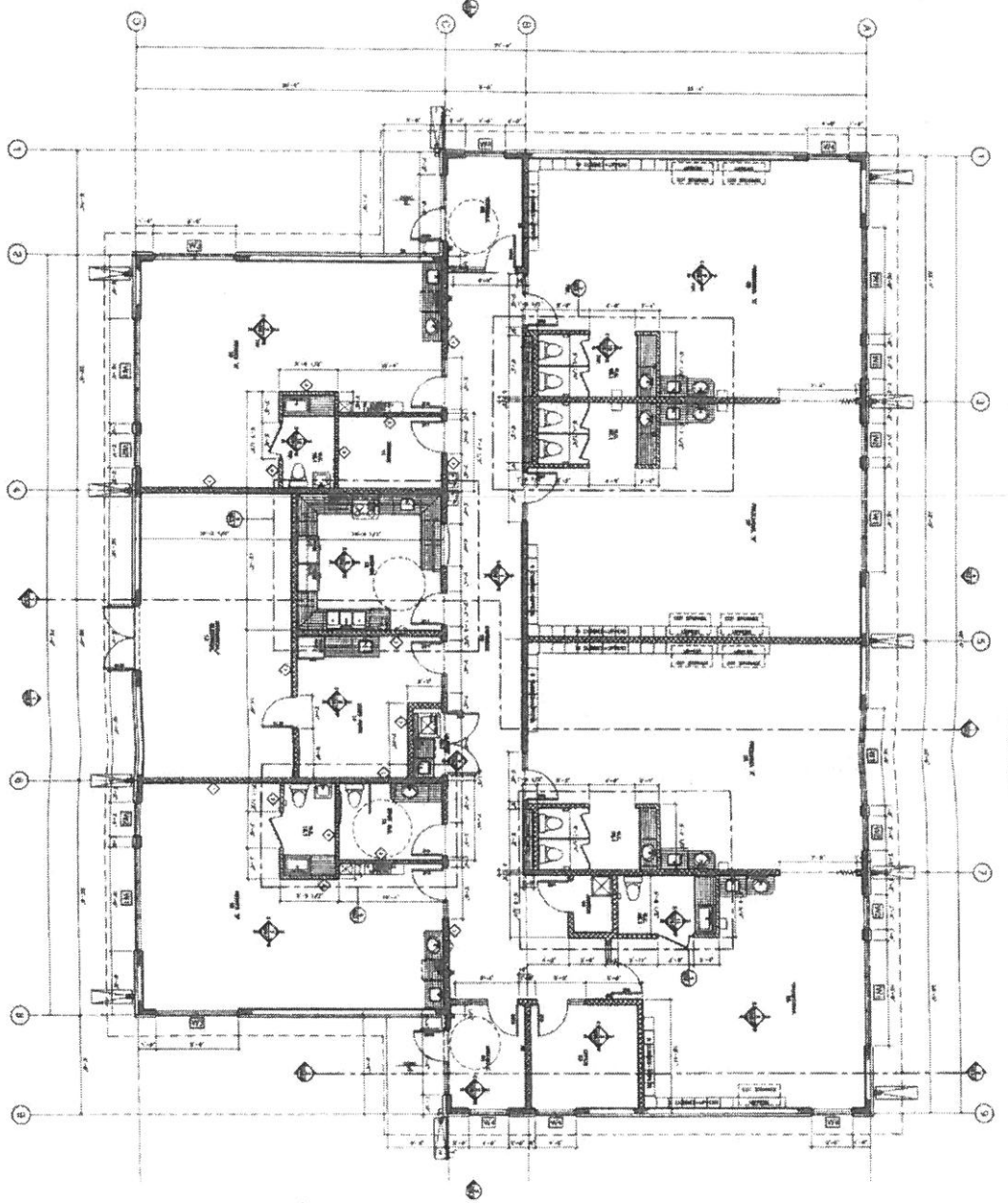
Name:

Title:

Schedule "A"
Plan or Sketch of Premises



FLOOR PLAN



GENERAL NOTES

1. GENERAL NOTES: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
2. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.
3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.
4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.
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9. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.
10. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.

DRAWING NOTES

1. DRAWING NOTES: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
2. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.
3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.
4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.
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9. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.
10. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS.

INTERIOR WALL TYPES

- 1. INTERIOR WALL TYPE 1: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 2. INTERIOR WALL TYPE 2: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 3. INTERIOR WALL TYPE 3: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 4. INTERIOR WALL TYPE 4: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 5. INTERIOR WALL TYPE 5: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 6. INTERIOR WALL TYPE 6: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 7. INTERIOR WALL TYPE 7: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 8. INTERIOR WALL TYPE 8: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 9. INTERIOR WALL TYPE 9: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
- 10. INTERIOR WALL TYPE 10: SEE SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.

GEORGE FITTON SCHOOL
GYM & DAYCARE ADDITIONS

ARCHITECTS, INC.

1100 10TH STREET, SUITE 100, SEASIDE, CA 92134

2100
AD1.0

Schedule "B"
Legal Description

Brandon School Division

City of Brandon Roll Number: 66472

Lot: LANE Block: 25 Plan: 7

Legal Description:

21/40-25-7

LAN: CT 245120-ALL THAT PORTION OF LANE IN BLK 26

LAN: WHICH LIES TO SOUTH OF SOUTH LIMIT OF BRANDON

LAN: AVE AND NORTH OF NORTH LIMIT OF HILL AVE.

36/37-26-7

1/14-27-7

Schedule "C"
Landlord's Work and Tenant's Work

Landlord's Work

1. Other than correcting deficiencies to the Premises as noted below, the Landlord is not responsible for any further work to the Premises.
2. The Landlord, Tenant and the contractor for the Premises (the "Contractor") shall conduct a final walk through of the Premises prior to the Tenant taking possession of the Premises to itemize any deficiencies which need to be corrected. Upon agreement as to the deficiencies which need to be corrected, the Landlord shall cause such deficiencies to be corrected.
3. Further inspections of the Premises by the Landlord, Tenant and Contractor, if available, shall take place approximately three months, six months and nine months after the Tenant has taken possession of the Premises to itemize any further deficiencies which need to be corrected. Upon agreement as to the deficiencies which need to be corrected, the Landlord shall cause such deficiencies to be corrected.

Tenant's Work

4. Subject to paragraphs 1, 2 and 3 above, the Tenant is responsible for any further work to the Premises at its sole cost and expense.

Schedule "D"

Extension Rights

(Three Extensions for Five (5) Years Each)

(1) Provided that the Tenant is: (a) the original Tenant; (b) in occupation of the whole of the Premises; and (c) not in default under this Lease, the Tenant shall have the option exercisable on no less than six (6) months and no more than nine (9) months' written notice to the Landlord prior to the expiry of the Term to extend the Lease with respect to the Premises for one (1) additional term of five (5) years (the "First Extended Term") on the same terms and conditions as the Term, save and except:

- (i) there will be no further right to extend the Lease, except as provided below; and
- (ii) there shall be no leasehold improvement allowance, Landlord's Work, rent-free period or other inducements;

(2) Provided that the Tenant is: (a) the original Tenant; (b) in occupation of the whole of the Premises; and (c) not in default under this Lease, the Tenant shall have the option exercisable on no less than six (6) months and no more than nine (9) months' written notice to the Landlord prior to the expiry of the First Extended Term to extend the Lease with respect to the Premises for one (1) additional term of five (5) years (the "Second Extended Term") on the same terms and conditions as the First Extended Term, save and except:

- (i) there will be no further right to extend the Lease, except as provided below; and
- (ii) there shall be no leasehold improvement allowance, Landlord's Work, rent-free period or other inducements; and

(3) Provided that the Tenant is: (a) the original Tenant; (b) in occupation of the whole of the Premises; and (c) not in default under this Lease, the Tenant shall have the option exercisable on no less than six (6) months and no more than nine (9) months' written notice to the Landlord prior to the expiry of the Second Extended Term to extend the Lease with respect to the Premises for one (1) additional term of five (5) years on the same terms and conditions as the Second Extended Term, save and except:

- (i) there will be no further right to extend the Lease; and
- (ii) there shall be no leasehold improvement allowance, Landlord's Work, rent-free period or other inducements.

RECEIVED

OCT 24 2014

Office of the Secretary Treasurer
Brandon School Division

October 21, 2014

Brandon School Division
1031-6th Street
Brandon, Manitoba
R7A 4K5

Attention: Mr. Denis Labossiere
Secretary-Treasurer

Dear Sirs:

Re: Manitoba Schools Insurance

We are pleased to enclose a copy of the 2013-14 Annual Financial Report on the operation of the Manitoba Schools Insurance program.

As you will see from the report, a total amount of \$919,367.20 is being rebated in respect of the property, liability and crime self insurance funds, plus the current surplus amount of the MSI Risk Management Equipment Fund (loss prevention equipment, fire inspections and security patrols).

A cheque for your pro-rata share of \$31,548.14 is enclosed.

If you have any questions regarding the above, please contact our office. Thank you.

Yours truly,

Western Financial Group (Network) Inc.
per:

(Mrs.) L. Baker
Manager, Client Service
Public Entities Programs
Group Insurance Solutions
Phone 204-942-2555/1-800-265-0314, extension 7220 Fax 204-957-0678
email: linda.baker@westernfgis.ca

LB/cm

Enclosures

copy: The Manitoba School Boards Association

JULY 1, 2013 TO JULY 1, 2014 ANNUAL REPORT

MANITOBA SCHOOLS INSURANCE

FINANCIAL SUMMARY

JULY, 2014

A. PROPERTY INSURANCE

1. Total 2013-14 Premium and Loss Pool Assessment:

All 38 public school divisions in Manitoba participate in the Manitoba Schools Insurance program (M.S.I.)

Loss Pool Assessment	\$ 2,100,000.00
Insurers' Premium	\$ 3,549,676.00
TOTAL, July 1, 2013-14	\$ 5,649,676.00

2. Property Loss Pool Assessment and Claims:

a. 1994 - 2009 Loss Pools:

Claims for these policy terms have previously been "closed off".

b. July 1, 2010-July 1, 2011 Loss Pool:

Of the \$2,000,000 2010-11 loss pool amount, \$1,915,569.45 has been paid out. The balance of \$84,430.55 is now refundable, as all outstanding claims have been settled.

c. July 1, 2011-July 1, 2012 Loss Pool:

Of the \$2,000,000 2011-12 loss pool amount, \$1,689,966.01 has been paid out. An amount of \$110,033.99 is still reserved for 5 unsettled/unpaid claims. The difference of \$200,000.00 is refundable at this time.

d. July 1, 2012-July 1, 2013 Loss Pool:

The \$2,000,000 2012-13 loss pool amount has been paid out. Property claims in the July 1, 2012-13 year are \$2,595,639.33. The amount excess of the \$2,000,000 loss pool amount (\$595,639.33) is payable by the excess insurers.

e. July 1, 2013-July 1, 2014 Loss Pool:

Of the \$2,100,000. total loss pool amount, \$2,000,000 is responsible for payment of claims. The balance (\$100,000) is retained by The Manitoba School Boards Association to help defray loss prevention costs.



Estimated total overall property claims in July 1, 2013-14 were \$3,613,973.06 The loss pool's responsibility is \$2,000,000. The amount excess of the \$2,000,000 loss pool amount (\$1,613,973.06) is payable by the excess insurers.

Major claims against the loss pool include:

<u>DATE</u>	<u>DIVISION</u>	<u>TYPE</u>	<u>AMOUNT</u>
March 9	Frontier	Water Damage	317,500 (est.)
May 26	Southwest Horizon	Flood	772,500 (est.)
June 28	Fort La Bosse	Flood	482,500 (est.)

A summary of the amounts paid (or to be paid) out of the loss pool is as follows:

Total Loss Pool	\$2,100,000.00
Less - to The Manitoba School Boards Association	100,000.00
- claims paid	268,576.82
- adjusting fees paid	37,283.97
- claims/adjusting fees incurred but not yet paid	1,694,139.21
- provision for claims/adjusting fees incurred but not yet reported	.00
NET AMOUNT REFUNDABLE:	\$.00

3. Property Insurer Premiums and Claims:

The Insurers for July 1, 2013-14 received total premiums of \$3,549,676. Estimated total insurer claims for the year, including reserves and adjusting fees, is \$1,613,973.06

4. Refund Summary, Property Insurance:

- July 1, 2010-11 Loss Pool	\$ 84,4300.55
- July 1, 2011-12 Loss Pool	<u>200,000.00</u>
Total:	\$284,430.55

B. GENERAL AND ERRORS AND OMISSIONS LIABILITY INSURANCE

The General Liability Insurance coverage limit up to June 30, 2010 was \$30,000,000. Effective July 1, 2010 this limit was increased to \$40,000,000.; the Errors and Omissions Liability coverage limit is \$2,000,000.

A "loss pool" structure of coverage was first established for the liability coverage effective March 1, 1994. The loss pool is an annual aggregate amount for each year (1995 through 2001) of \$200,000 (except 1994 which was a pro-rata amount of \$166,667). It was increased to \$250,000 for 2002; \$500,000 for 2003; \$650,000 for 2004, 2005, 2006 and 2007. The loss pool was reduced to \$500,000 for 2008, 2009 and 2010. This loss pool has the responsibility of paying the first \$250,000 (increased from \$50,000 effective January 1, 2003) of any claim (including adjusting and legal expenses).



Claims information to June 30, 2014 is as follows:

POLICY YEAR	INITIAL LOSS POOL	INCURRED CLAIMS & ADJUSTING COSTS			AMOUNT PAID TO DATE		
	AMOUNT	LOSS POOL	INSURER	TOTAL	LOSS POOL	INSURER	TOTAL
1994	\$166,667	\$166,667	\$266,513	\$433,180	\$166,667	\$266,513	\$433,180
1995	200,000	176,257	10,220	186,477	176,257	10,220	186,477
1996	200,000	200,000	80,597	280,597	200,000	80,597	280,597
1997	200,000	200,000	457,462	657,462	200,000	457,462	657,462
1998	200,000	117,342	3,500	120,842	117,342	3,500	120,842
1999	200,000	200,000	285,195	485,195	200,000	285,195	485,195
2000	200,000	200,000	128,869	328,869	200,000	128,869	328,869
2001	200,000	200,000	285,808	485,808	200,000	285,808	485,808
2002	250,000	250,000	70,508	320,508	250,000	70,508	320,508
2003	500,000	188,049	0	188,049	188,049	0	188,049
Jan 1/04-July 1/05	975,000	367,458	0	367,458	275,504	0	275,504
July 1/05-06	650,000	87,074	0	87,074	87,074	0	87,074
July 1/06-07	650,000	308,162	0	308,162	308,162	0	308,162
July 1/07-08	650,000	59,168	0	59,168	48,267	0	48,267
July 1/08-09	500,000	109,096	0	109,096	32,242	0	32,242
July 1/09-10	500,000	188,767	0	188,767	89,901	0	89,901
July 1/10-11	500,000	146,359	0	146,359	146,359	0	146,359
July 1/11-12	500,000	266,345	0	266,345	93,312	0	93,312
July 1/12-13	500,000	129,912	0	129,912	45,147	0	45,147
July 1/13-14	500,000	52,134	0	52,134	28,752	0	28,752
	\$8,241,667	\$3,612,790	\$1,588,672	\$5,201,462	\$3,053,035	\$1,588,672	\$4,641,707

Unused loss pool funds:

Initial Total	\$8,241,667
Less : Claims/Fees Paid	3,053,035
: Reserved for Claims reported but not yet paid	559,755
: Amount rebated in March 2000	96,298
: Amount rebated in July 2005	153,008
: Amount rebated in July 2006	296,289
: Amount rebated in July 2007	525,648
: Amount rebated in July 2008	459,624
: Amount rebated in July 2009	169,829
: Amount rebated in July 2010	396,441
: Amount rebated in July 2011	241,882
: Amount rebated in July 2012	276,532
: Amount rebated in July 2013	455,210
Balance for "claims incurred but not reported"	\$ 1,558,116

The adopted policy is that once proper reserves have been established for known claims that are not yet settled, a further amount equal to 4 times the loss pool per-claim responsible amount (ie. 4 times \$250,000 or \$1,000,000) is retained for "claims incurred but not yet reported". Therefore a rebate of \$558,116 is now due.

The total cost of the overall general liability (including "special non-owned auto") and errors and omissions liability coverages, including the \$500,000 loss pool, was \$1,314,846 for the term July 1, 2013-July 1, 2014.



C. CRIME/FIDELITY INSURANCE:

Effective January 1, 2004 the insurance company implemented an increase in deductible amounts. To deflect this increase, a separate self-insurance loss pool was established July 1, 2005. The amount of the loss pool has been \$20,000 each year since July 1, 2006. For the July 1, 2012-13 term an amount of \$10,000 was previously retained for "claims incurred but not yet reported". This amount is being rebated now. For the term July 1, 2013-14 there were no claims/payments. An amount of \$10,000 is being retained for "claims incurred but not yet reported". The balance of \$10,000 is being rebated now.

There is also an amount of \$6,000 which was paid to The Manitoba School Boards Association by the Province with respect to the crime insurance. The entire premium for the crime insurance was billed to insureds. This \$6,000 is therefore refundable to insured School Divisions on a proportionate basis.

The total current rebate is therefore:

Property	\$284,430.55
Liability	558,116.00
Crime	20,000.00
Crime (from Province)	6,000.00
Risk Management Equipment Fund	<u>50,820.65</u>
Total:	<u>\$919,367.20</u>

D. OTHER COVERAGES, ANNUAL PREMIUMS

Boiler & Machinery	261,063
Crime and Fidelity (including Loss Pool)	83,460
Accident	<u>10,200</u>
Total:	<u>\$354,723</u>

E. THE MANITOBA SCHOOL BOARDS ASSOCIATION REVENUE

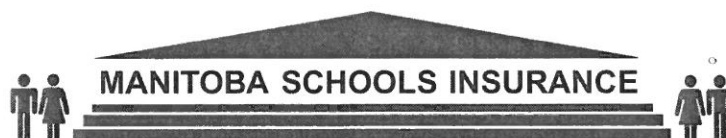
The Manitoba School Boards Association has revenue from four sources:

- the amount of the property loss pool excess of \$2,000,000; this is normally 5%; \$100,000. for July 1, 2013-14.
- interest earnings on loss pool funds
- a loss prevention/administration fee of 5% of the total property loss pool and premium amount, billed to boards separately by The Manitoba School Boards Association.

In addition, 2½% of property insurer premiums go direct to MSI operation.

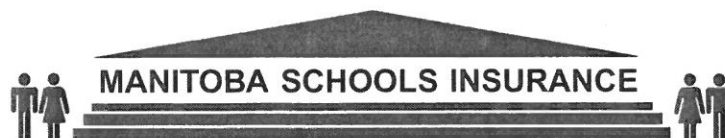
Expenses involved primarily include loss prevention work, but also staff involvement and committee expenses. During each year of operation of the MSI, revenue from the Program has at least met the expenses involved.

Each year an audit is completed on the operation of the Program; a copy of that audit is available on request.



INSURERS FOR JULY 1, 2013-14

		<u>2013-14</u>	<u>2014-15</u>
Property	St. Paul Fire & Marine Insurance Company	40%	40%
	AIG Insurance Company	35%	35%
	Arch Insurance (Canada)	10%	10%
	The Personal Insurance Company	10%	10%
	Lloyds	5%	5%
	<u>2013-14</u>	<u>2014-15</u>	
Primary General Liability \$2,000,000	St. Paul Fire & Marine Ins. Co.	St. Paul Fire & Marine Ins. Co.	
Errors & Omissions Liability \$2,000,000	St. Paul Fire & Marine Ins. Co.	St. Paul Fire & Marine Ins. Co.	
Standard Garage Automobile \$2,000,000	St. Paul Fire & Marine Ins. Co..	St. Paul Fire & Marine Ins. Co.	
Umbrella/Excess Liability	first \$ 8,000,000. - Arch Insurance (Canada) next \$10,000,000. - St. Paul Fire & Marine Ins. Co. next \$10,000,000. - Elliott Special Risks next \$10,000,000. - GCAN Insurance Canada	first \$ 8,000,000. - Arch Insurance (Canada) next \$10,000,000. - St. Paul Fire & Marine Ins. Co. next \$10,000,000. - Elliott Special Risks next \$10,000,000. - Strategic Underwriting Managers	
Boiler & Machinery	Royal & SunAlliance Insurance	Aviva Insurance Company	
Crime/Fidelity	Travelers Guarantee	Travelers Guarantee	
Accident Insurance	Western Life	Western Life	





Welcome to Kindergarten™
THE LEARNING PARTNERSHIP

Welcome To Kindergarten Orientation Summary and Outlook:

*Brandon School Division (BSD)
2013-2014 WTK Orientations*

Message from the Program Manager and Future Outlook:

Brandon School Division has been a valued participant in The Learning Partnership's Welcome to Kindergarten program since the pilot year of 2009-10. Participation expanded from one school in the pilot year to six schools in 2010-11 and to full participation for the past 3 years. Training for new staff took place by eLearning in early spring.

Strong divisional support is provided by Superintendent of Schools/CEO, Dr. Donna Michaels and Gail McDonald, Principal contact for WTK. I attended an Early Years Administrators' meeting on Oct. 21, 2013 to share the strengths, needs and recommendations in the 2012-13 WTK Report for Brandon SD, to share effective strategies for the implementation of WTK and to highlight the new resources for 2013-14.

A very successful **WTK Great Read Aloud** was held at George Fitton School the next day on Oct. 22. Kindergarten families were engaged in reading, singing and physical activity with their child and enjoyed a snack and then were given family literacy resources to enjoy at home. Community partner, Brenda Lacerte from the Elspeth Reid Family Resource Centre, participated with us in the planning and implementation of the event.

Gail organizes professional learning with the K teachers which includes opportunities to discuss new resources and strategies for implementation of WTK within the context of family and community engagement in Brandon SD. I attended a meeting of the K teachers on March 27 by Skype to share the video on implementing the new Music/Movement centre and to review all the WTK support documents and resources available through the eLearning site.

I had the pleasure of attending Welcome to Kindergarten Family Orientations at George Fitton, J.R. Reid and Meadows Schools in May and June 2014. From my visits and from the data it is clear that Brandon schools create a warm and welcoming event for families, rotate the families through the centres modelling the resources from the WTK bags and in most schools, engage community partners to support the event and provide valuable information for the pre-school families. Attendance was very high and a large number of teachers and staff are involved demonstrating a great commitment to the goals of welcoming the families and getting the incoming students off to a great start.



Two schools hold their orientations in fall and several more indicated that they would like to consider this based on their enrollment patterns. Followup with those individual schools will be provided to consider what would work best.

Five schools did not involve community partners. Community partners provide a valuable link to pre-school families and to resources that are important for health and well-being in the community. Welcome to Kindergarten is designed as a partnership and schools are strongly encouraged to take advantage of the benefits of including their community partners.

A big thank you to Kelli Boklaschuk for working with TLP to provide information and links on Welcome to Kindergarten on the Brandon School Division website for schools and families.

For the 2014-15 school year and as you plan for Welcome to Kindergarten for spring 2015, please consider the following suggestions;

- Use the WTK resources in your K classrooms –using the WTK CD and the books, magnetic letters and numbers etc. in your K classrooms helps to link to play and learning with the WTK resources at home.
- Discuss and share about the role that community partners can play. The goal is for all schools to have at least one community partner in WTK in 2014-15.
- All schools will submit their WTK Implementation Surveys.

New Resources for 2014-15

- Try the new **Welcome to Kindergarten App** in your classrooms. See the TLP website for more information on the app and how to download and use it.
<http://www.thelearningpartnership.ca/news/welcome-to-kindergarten-launches-its-application>
- **Parent Resource booklet** with all the parent activity pages;
 - Parent Information Page on the resources-books, magnetic letters and numbers, paper/pencil/glue/scissors, playdoh
 - Activity Pages for the new book **Whoosh**, WTK CD and the WTK Ball
 - WTK Application information
 - Translation Links page
 - WTK Parent Survey information
 - WTK Cookbook Information



Welcome to Kindergarten™

THE LEARNING PARTNERSHIP

- Highlight one of the 3 new books in the WTK bag at your WTK Family Orientation;
 - **Whoosh** by Marilyn Baillie, a science-based concept book about water. An activity page on science, literacy and numeracy activities for Whoosh is included in the Parent Resource Booklet. Use **Whoosh** with “Listen to the Water” from the WTK CD.
 - **I Smell a Cat** by Jack Booth, a counting book.
 - **Nat the Cat Can Sleep Like That** by Victoria Allenby and Tara Anderson, a story book.
- Use your Welcome to Kindergarten Family Orientation to highlight the importance and appropriateness of **learning through play**.

A plan to enrich and enhance Welcome to Kindergarten and family engagement in Brandon SD has begun with a pilot at George Fitton School for 2014-15. I will also be joining the K teacher workshop on Jan. 22, 2015 to share changes in the WTK program and resources for 2014-15. I look forward to our continuing partnership and the opportunities to support young children and families in Brandon SD.

Thank you for your engagement and support. I wish you all the best for a successful school year.

Deb

WTK Implementation Survey Results:

Data Collected in BSD Schools by Principals and Kindergarten Teachers Directly Involved in WTK Program Delivery

Survey Background Data

Number of BSD schools submitting surveys	17
Total number of BSD schools participating in 13-14 WTK program	18
Percentage of schools submitting survey data	94%

Survey Results

Number of families accommodated for spring/fall WTK orientations	502/524
Number of First Nations, Inuit and Metis (FNIM) children entering kinderg.	72
Number of English language learner (ELL) children entering kindergarten.	76
Number of teachers who attended workshop / took eLearning in 13-14	9
Number of principals who attended workshop / took eLearning in 13-14	1
Number of community partners who attended workshop / took	1



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eLearning in 13-14	
Number of teachers implementing WTK program.	118
Number of school support staff helping to organize and deliver WTK family orientation.	26
Number of supporting community partners	26
Number of volunteers supporting delivery of WTK program	117

Open-Ended Survey Responses

Community Partner Agencies - *What community partners/groups supported your school's WTK orientation?*

- We had a Wellness Day on May 23rd with Public Health, Police, Cancer Society, Regional Health, CFS, Cultural Awareness, and Physical Fitness.
- Public health, BSSAP workers, Elspeth Reid
- "Brandon School Division Speech-Language Pathologist Donna Wilson"
- "Elsbeth Reid Family Resource Center - Brenda Lacerte (Brenda.Lacerte@gov.mb.ca)"
- "Marc Lavoie, Parent Council President"
- "Brandon Police Service, Brandon Friendship Centre, Metis Federation, Child and Adolescent Treatment Centre, Elspeth Reid Family Resource Centre, Brandon Fire Fighters, PMRH, Public Health, Brandon Public Library, George Fitton Parent Council, George Fitton Parent Run Lunch Program"
- "Brandon YMCA"
- "YMCA Before & After School Daycare program, Speech/Language"
- "Elsbeth Reid Family Resource Center, Linden Lanes Parent Council, School Speech Language Pathologist School Social Worker"

Type of support

Provided parent information	65%
Helped to plan WTK Family Orientation	-
Helped to deliver an activity at WTK Family Orientation	24%
Provided a follow-up WTK Family session	12%
Other	12%

Other:

- "We hosted the Wellness Day prior to the WTK day."
- "Helped assist a group during our sessions"



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Average Rating of WTK Program Implementation – *The extent of the implementation of each of program component was evaluated on a 3-point scale: 1 (Not at all); 2 (Partly); 3 (Fully)*

Essential WTK Program Component	Average Survey Response
Organizing one or more WTK session(s) for incoming Kindergarten families	3.00
Delivering the WTK Key Messages to parents	3.00
Planning and collaborating with community partner(s) to plan and/or deliver WTK orientation and follow-up	2.29
Creating four or five stations through which families rotated at short intervals	3.00
Modeling how to 'play' and have fun with the resources in the WTK bag	3.00
Explaining to parents the rationale of why this type of 'play' is important	3.00
Encouraging interactivity at the stations between parent/caregiver and child	2.94
Modeling activities with playdough and how to make it	2.94
Providing translated copies of the parent page: 'Have Fun and Help Your Child Get Ready for School'	2.65
Developing and implementing a plan to orient families unable to attend the WTK session	2.88
Planning and implementing one or more follow-up family workshops	2.25



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Comments on any items that were either “Not at all” or “Partly” Implemented:

- “Our school is located in a small community. Everyone attends on the first night.”
- “Follow up activities is something we have been discussing at the school level.”
- “We did not train our community partners or include them in the planning (they were invited but unable to attend)”
- “I contacted community partners but they were unable to attend this year due to a personal matter. We encouraged interactivity but some parents wanted to observe how their child was interacting with others and the teachers.”
- “We found it difficult to engage families with community partners. Parents want to come and learn about the school, and in the past when we have brought in outside agencies, they were not utilized.
- “We like the idea of follow up workshops but have not yet planned any.”
- “Families that were unable to attend will have a one to one meeting with the teachers in the fall. They will provide the information to the families and provide them with an orientation.”

Comments on: “What was the most valuable aspect of the Welcome to Kindergarten Program?”

- “The new connections made with families.”
- “The interaction between child and parent as well as having a community partner available.”
- “An introduction to the school and Kindergarten program as well as the activities to do with their children.
- “Play based activities for parents and children to do together - honoring what parents are already doing at home.”
- “Giving the parents a chance to have their children explore learning within their new school environment.”
- “Play based, child centred.”
- “Beginning the partnership between home and school with a positive experience for all involved. Having some deeper information about what students needs before school begins.”
- “The most valuable aspect was the opportunity to connect with new families and have them feel welcome as well as demonstrating the activities outlined in the program. As this was our 3rd year with an experienced team, we felt very confident and the sessions ran smoothly and were successful.”
- “The parent information and rationale for the program. The take home bags are extremely generous.”
- “It provides our new students and families with a sense of comfort and provides them with an opportunity to explore a variety of meaningful educational experiences.”
- “That home is their child's first and most important teacher”



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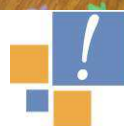


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Comments on: “How can the Welcome to Kindergarten program be improved to better support you and your families with children about to start kindergarten?”

- “Continue providing information and preferably offer funds for snacks for the groups of parents, grandparents, outside agencies that attend our WTK event.”
- “More connection with what is already happening in the home and build on those experiences.”
- “By using our YR group to help move groups from station to station, I have more time to talk with parents about some questions they may have.”
- “Good job!”
- “The addition of the Activity Ball and Music was an asset and well received.”
- “We will continue to strive to reach the families most in need of the support they receive through the program.”
- “1. The waiver for photos is confusing to parents. 2. Passport pictures are blurry. 3. Suggested station name: Music and Movement (I agree!) 4. Environmental print should be in the "books" section of the guide. 5. The educational "terms" need to be consistent throughout the documents.” (Thank you for these suggestions.)
- “Look at having the evening early in the fall. We have many late registrations so may have a better turn out.”
- “Nothing that we can think of - we enjoy this program very much and appreciate your support!”



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Mission: *Emphasis on the prevention of harm from the rise of drugs and alcohol through students' choice of positive lifestyles. This is being accomplished through education, life-style wellness activities, community outreach and charitable humanitarian endeavors.*

Youth Revolution Forum: October 2, 2014

Theme: Pay it Forward: Home, School, Community

Highlights:

- ✚ Over 480 students attended from 17 elementary and two high schools
- ✚ Youth Revolution ambassador named this year (Micayla Krahn- 3rd year BU student)
- ✚ Morning MC: Kendra Maxon (Neelin high school) YR member since gr. 8
- ✚ Aboriginal artist (Blaze & Donovan Standing-Ready)
- ✚ BSD Elder: Kevin Tacan- opening ceremony
- ✚ Student performers (Gr. 11 Spanish singer: David Tobar- Crocus HS, The 204- a band comprised students from all three high schools)
- ✚ Student & teacher feedback very positive
- ✚ Community (parents, partners) very positive feedback
- ✚ Human Rights Commission (Pam Roberts) presentation
- ✚ Presentations and messaging from dignitaries & guest speakers resonated with the students as evidenced by their banner follow up project

We Day: Wednesday, October 29th (Winnipeg)- **see appendix 1 **Impact Report**

- ✚ Youth Revolution schools have earned 283 tickets (increase from previous year)
- ✚ List of schools attending: Alexander, Betty Gibson, George Fitton, JR Reid*, King George, Kirkcaldy, Linden Lanes, Meadows, Harrison*, O'Kelly, Riverheights*, Riverview, Waverly, Crocus High school, Vincent Massey, Neelin. (*denotes new attendee this year)
- ✚ Able to share tickets so that all the YR schools can participate this year (one year agreement with We Day organizers)
- ✚ **All YR schools are planning on registering as a We Act school. We Act schools: "inspires a generation to care about social issues and provides the practical tools to turn that inspiration into action.." *Free the Children Impact report*

Community Outreach/Community YR Events:

- ✚ *Brandon Chamber of Commerce*: Chamber Luncheons with students. Student feedback: they like being asked about Youth Revolution (they feel proud when adult recognizes them in their blue t-shirts).~ King George student feedback session September 2014
- ✚ *Light Up the World Purple: World Mental Health Day* (Friday Oct 10)~ partnership with Brandon University Anti-bullying Society. Youth Revolution students helped run a YR

informational booth. They answered questions from the community and then took part in the walk. Students were very excited to have their picture taken with Her Worship, Mayor Decter-Hirst. Some YR schools took part in a “purple day” to raise awareness of mental health issues (wore purple ribbons, had announcements & presentations, wore purple clothes)

- ✚ *SPIN: Grade 10 Wellness day*. March 17, 2014. YR students to be involved again this year
- ✚ *We Scare Hunger Campaign*: Food drive for local food banks. One school will partner with Ford and Free the Children. Ford will pick up food donations and deliver to food bank.


Youth Revolution Education/Community partner projects:

- ✚ Human Rights Day Project: potential partnership with City of Brandon: Rachelle Levesque (Community Development Programmer- Community Services)~in progress.
- ✚ Buddy Benches: Meadows School and Kiwanis Club~ in progress.
- ✚ Red Cross: Day of Pink Project
- ✚ Red Cross: Beyond the Hurt continued partner training~ in progress
- ✚ Westman Immigrant Services: Youth Program Facilitator(Samantha Boychuk-Dellezay):~exploration of partnership
- ✚ Kailey Kowalik (@CATC): National Youth Anti-Stigma Event, November 16-22, 120 Student Leaders from across Canada. YR student from Neelin participating. Follow up forum to be held in Brandon.
- ✚ P.A.R.T.Y program (Erin McDougall): meeting to discuss this year’s event
- ✚ Brandon University: Faculty of Education: exploring partnership
- ✚ Brandon Shoppers Mall: Holiday Magic event (Saturday, Nov 8), Students will be doing the coat check – donations from coat check will be the to charity of choice for the YR students.

Parenting Sessions (follow-up)

WCGtv: Parent Sessions: Using Access 12 as a viable method of delivering parent sessions. Looking at on-site recording of sessions (30 minutes). Benefits include: broad community reach, ability to have sessions repeated for greater distribution, “green room” allows for differing backgrounds, ability to have multimedia presentation viewed in a clear and concise way at same time as presentation, increased flexibility for presenters, sound & lighting clarity improved. May look at a blended approach (some sessions “in person”, some at WCGtv)

- ✚ CATC: possible parenting sessions (triple P). Meeting with J.Brown to set preliminary parameters.
- ✚ SERC: possible parenting sessions
- ✚ Prairie Mountain Health: investigating procedure for their organization to do sessions

-
-  Melanie Hellyer Healthy Living Facilitator – Community Liaison (presenter at Youth Revolution forum) will do a parenting session

Youth Revolution

Youth Revolution Leadership Teams now exist in all but one elementary school. Teams have increased in size this year with Linden Lanes having a team of 96 students. Schools are looking at giving choices to students and staff to designate themselves as YR classrooms. Earl Oxford and Linden Lanes both have YR designated classrooms. Many of the school have had such a favorable response to the YR program that there has been an increased need for teacher leaders/coordinators.

Youth Revolution students are taking on a variety of self- initiated YR projects such as; students at Linden Lanes who are gathering Teddy bears to donate to Brandon Fire & Emergency Services for children who are transported by ambulance, raising funds to help fund cancer research at Jump for the Cure, and collecting soup labels to use towards the purchase of meals for children overseas.

Youth Revolution Fund Development

Continued diligence on behalf of the coordinator to seek funds to support YR initiative and projects. As the scope and outreach of the YR community and School initiatives continues to increase the funds to support such projects also increases. Currently looking at accessing funds from such grant opportunities as the Healthy Schools and Healthy Brandon, SPIN will continue to be a priority.

YOUTH REVOLUTION PROGRAM

Year	Projects/Activities	Members	Schools	Awards	Sponsors/Partners
2010 - 2011	62	162	15	0	45
2011 - 2012	146	275+	18	1	60
2012 - 2013	308	300+	19	4	103
Total	520+	737+	19	5	103

Objectives of the Projects/Activities

- ❖ Help and inspire others to become positive leaders in the community
- ❖ Develop positive relationships
- ❖ Develop the leaders of today and tomorrow
- ❖ Educate and mobilize the community with health initiatives
- ❖ Generate solutions that are more engaging to children, youth and caregivers
- ❖ Increase safety and reduce violence
- ❖ Increase good physical and mental health
- ❖ Increase healthy nutrition
- ❖ Promote economic growth
- ❖ Create strong partnerships through volunteerism
- ❖ Promote entrepreneurship among youth
- ❖ Promote social justice and social responsibility