



MINUTES • EXTRAORDINARY BOARD MEETING • November 28, 2024, 8:15pm

Board Members Present at Call to Order:

Ben Christenson
CHAIR

Dallas Lofgren (EM)
VICE-CHAIR

Faye Ambler
SECRETARY

Jody Kohut
TREASURER

Tara Persson
DIRECTOR

Administration Present at Call to Order:

Melanie Bjoern
SECRETARY-TREASURER

Members Present at Call to Order:

The Board waved public notice due to the last-minute urgent nature of the meeting.

Non-Members Present at Call to Order:

N/A

1. Call to Order

Chair Christenson called the meeting to order at 8:20pm.

2. Adoption of Agenda

8:21pm

Motion 2024-11-28-04 Moved that the agenda for the November 28, 2024 Extraordinary Board Meeting be adopted.

*Moved: Director Lofgren
Seconded: Director Kohut
Motion Carried*

3. Disclosure of Conflict of Interest

8:24pm

Vice-Chair Lofgren disclosed her position on the Gwynne Legacy Foundation Board which may require her to recuse herself from any discussions regarding leasing of modular classrooms.

4. Motion to approve a lease agreement with the Gwynne Legacy Foundation

8:25pm

Document attached.

Motion 2024-11-28-05 Moved to discuss and approve the proposed lease agreement.

*Moved: Director Christenson
Seconded: Director Kohut*

Discussion led to the position that the draft lease agreement needed a revision relating to occupancy date.



Moved: Chair Christenson
Seconded: Director Persson
Tabling Carried

5. Motion to approve the purchase of 6 large interactive displays

9:02pm

As requested by Administration from CTS Grant Funds.

Motion 2024-11-28-06

Moved to approve the interactive display purchase for classrooms as requested.

Moved: Chair Christenson
Seconded: Director Lofgren

The Board showed general support for the request but sought clarification:

- Are 5 or 6 Units required? And what would the location of the 6th unit be?
- Personal payment method proposed was deemed problematic on short notice.

Motion to Table

Moved: Chair Christenson
Seconded: Director Lofgren
Tabling Carried

5. Motion to hire Bus Driver Candidate C

9:36pm

Motion 2024-11-28-07

Moved to hire Bus Driver Candidate C for the “Gwynne Valley Run” starting on December 9, 2024.

Motion: Dir. Persson
Seconded: Dir. Kohut
Motion Carried 4-0-1 (Chair abstained)

15. Adjournment

Chair

9:52pm

Motion 2024-11-28-08

Moved: Director Lofgren
Seconded: Director Ambler
Motion Carried

Next Board Meeting: RGM Thursday, December 19, 2024 @ 7:00pm.

Approved by

Ben Christenson, Chair
GVREA

Dallas Lofgren, Vice-Chair
GVREA

LEASE AGREEMENT

This Lease Agreement ("**Agreement**") is made and entered into on this **19th day of November, 2024**, by and between:

Gwynne Legacy Foundation

Gwynne, AB T0C 1L0

780.387.6705

("Lessor")

– and –

Gwynne Valley Rural Academy

Gwynne, AB T0C 1L0

("Lessee")

(collectively, "**Parties**")

WHEREAS:

1. the Lessor is the owner of certain modular classroom units ("**Modular Units**"), and is in the process of obtaining a subdivision of the land legally described in Schedule "A," ("**Land**") upon which the Modular Units are situated;
2. the Lessee desires to lease from the Lessor the Premises, described in Article 1 herein, to operate educational programs;
3. the Parties acknowledge that the legal description of the Land is pending due to the ongoing subdivision process, and agree to update this Agreement to include the finalized legal description upon completion of the subdivision application; and
4. the Parties wish to enter into this Lease Agreement to define their respective rights, responsibilities, and obligations regarding the leasing of the Modular Units.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. LEASED PREMISES

The Lessor hereby leases to the Lessee the Lessor's interest in the land located at NW 19-46-22 W4M, the Modular Units, and all buildings and improvements now on or hereafter erected on the Land, as described in Schedule "A" (collectively, "**Premises**").

2. TERM

The lease term shall be for an initial period of five (5) years, commencing on November 15, 2024 and expiring on November 14, 2029. The Lessee shall have the option to renew the lease for up to three (3) additional terms of five (5) years each, subject to the same terms and conditions (unless otherwise agreed in writing by the parties), for a total potential term of twenty (20) years, unless earlier terminated in accordance with the provisions of this Agreement (collectively, the "**Term**").

3. LEASE PAYMENTS

- a. **Rent:** The base annual rent payable to the Lessor shall be \$132,000.00 ("**Rent**"), to be paid or adjusted only in accordance with the terms and conditions set out herein.
- b. **Payment Terms:** The Lessee shall pay the Rent in monthly installments to the Lessor in the amount of \$11,000.00, commencing on December 1, 2024.
- c. **GST:** All lease payments are subject to GST, which will be added to the monthly rent amount as required by applicable law.
- d. **Security Deposit:** The Lessee shall pay a security deposit of \$11,000.00 on December 1, 2024, unless otherwise agreed by the Parties. Payment of the security deposit shall not limit or prejudice the Lessor's rights of recovery as provided in this Agreement.

4. RENEWAL

At the expiration of the initial five-year term, this Agreement shall automatically renew on an annual basis unless either Party provides written notice of non-renewal at least sixty (60) days before the current term ends. Renewal terms shall be subject to updated rent, determined at the Lessor's discretion, provided such adjustments are reasonable and align with prevailing market conditions.

5. CONDITION OF THE PREMISES

Prior to the commencement of the Term, the Lessee has inspected the Premises and hereby accepts the Premises in its current condition. Upon termination of this Agreement, the Parties shall conduct a similar inspection to assess any damages or necessary repairs attributable to the Lessee.

6. USE OF PREMISES

The Lessee shall use the Premises exclusively for educational purposes as a modular classroom facility for Gwynne Valley Rural Academy. The Lessee shall not use the Premises for any unlawful purposes or for purposes other than those expressly permitted by this Agreement.

The Lessor covenants to provide the Lessee with peaceful and quiet enjoyment of the Premises throughout the term, free from interference or claims by the Lessor or any third party acting under the Lessor's authority, provided the Lessee complies with the terms of this Agreement.

7. RESPONSIBILITIES OF THE LESSEE

The Lessee shall be responsible for:

- a. all utility expenses associated with the Premises, including but not limited to electricity, water, gas, internet, and any other utilities used;
- b. all routine maintenance and minor repairs required to keep the Premises in good condition, including but not limited to cleaning, replacing light fixtures, and maintaining interior walls; and
- c. payment of any insurance coverage it deems necessary for its interest in the Premises.

8. RESPONSIBILITIES OF THE LESSOR

The Lessor shall be responsible for:

- a. payment of property taxes on the Premises;
- b. payment for any insurance coverage it deems necessary for its interest in the Premises; and
- c. all major structural repairs and replacements, including but not limited to the foundation, roof, and operating or HVAC systems;

The Lessor or its authorized representatives shall have the right to access the Premises upon providing the Lessee with at least 24 hours' written notice for the purposes of inspection, maintenance, or repair. In the event of an emergency, the Lessor may enter the Premises without prior notice, provided the Lessee is informed as soon as practicable thereafter.

9. ALTERATIONS AND IMPROVEMENTS

The Lessee may, at its own expense and from time to time during the term of this Lease, make alterations, replacements, improvements, and changes, including structural modifications, enlargements, and the addition of new structures, utilities, and other services (collectively, "**Alterations**"), to the Premises as the Lessee may deem necessary or desirable. Such Alterations shall not reduce the value of the Premises and must be completed in a first-class manner.

The Lessee shall not make any substantial structural changes or additions without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld. In making any Alterations, the Lessee shall comply with all applicable laws, regulations, and orders of federal, provincial, and municipal authorities and any applicable insurance regulations. The Lessee shall obtain or cause to be obtained all required building permits, licenses, certificates of occupancy, and other governmental approvals in connection with the Alterations. The Lessor agrees to cooperate reasonably with the Lessee in obtaining such permits and approvals and shall execute any necessary documents in furtherance of this purpose.

Upon termination of this Agreement, the Lessee shall restore the Premises to their original condition, except for approved Alterations made during the lease term. If the Lessor requires the removal of specific Alterations, the Lessee shall bear the cost of such removal and restoration.

10. ENVIRONMENTAL COMPLIANCE

The Lessee shall comply with all applicable environmental laws, regulations, and ordinances during the Term. The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, or penalties arising from the Lessee's violation of such laws. The Lessee shall promptly report any environmental hazards discovered on the Premises to the Lessor.

11. INSURANCE

The Lessee shall maintain all necessary insurance coverage for the Premises during the term of this Agreement, including but not limited to:

- a. **General Liability Insurance:** Coverage of no less than \$5,000,000.00 per occurrence, naming the Lessor as an additional insured.
- b. **Property Insurance:** Coverage for any alterations, improvements, or personal property owned or installed by the Lessee on the Premises;
- c. **Tenant's Liability Insurance:** Coverage sufficient to address damages caused by the Lessee to the Premises; and
- d. any other insurance reasonably required of a Lessee carrying on a similar business, as determined by the applicable industry standards.

The Lessor shall maintain insurance sufficient to cover any gaps in the Lessee's insurance coverage, including coverage for loss or damage to the modular units or Premises not attributable to the Lessee. The Lessor's insurance shall serve as secondary or supplemental coverage where the Lessee's policies are insufficient, unavailable, or inapplicable.

Both Parties agree to provide proof of their respective insurance coverages upon request and to notify the other Party promptly of any changes, cancellations, or lapses in their policies.

12. INDEMNIFICATION

The Lessee agrees to indemnify, defend, and hold harmless the Lessor from any and all claims, actions, damages, liabilities, and expenses (including reasonable attorney's fees) arising from the Lessee's use or occupancy of the Premises.

13. DAMAGE OR DESTRUCTION

If the Premises are damaged or destroyed by fire, natural disaster, or other casualty, the Lessor shall determine if the Premises are suitable for continued use and make repairs accordingly. If the Premises are unusable for more than 5 days, the rent shall be abated until the Premises are suitable for occupancy.

14. ABANDONMENT OR VACANCY

If the Lessee abandons or vacates the Premises for a period exceeding thirty (30) consecutive days without written notice to the Lessor, the Lessor may terminate this Agreement and repossess the Premises. Any personal property remaining on the Premises shall be deemed abandoned and may be disposed of at the Lessor's discretion.

15. FORCE MAJEURE

Neither Party shall be liable for any failure to perform due to events outside their reasonable control, including acts of God, government regulations, or other unforeseeable events. Obligations delayed due to such events shall resume upon cessation of the event.

16. DEFAULT AND REMEDIES

In the event of Lessee's default, the Lessor may pursue any legal remedies available, including termination of this Agreement, repossession of the Premises, and seeking damages for unpaid rent or other leases.

17. TERMINATION

This Agreement may be terminated by either Party before the end of the term or any renewal term by providing sixty (60) days' written notice to the other Party. Additionally, the Lessor may terminate the Agreement immediately if the Lessee defaults on any material term of this Agreement and fails to remedy such default within thirty (30) days of receiving written notice from the Lessor.

The Lessor may terminate this Agreement if the Lessee fails to remedy any material breach of this Agreement within thirty (30) days of receiving written notice. Material breaches include, but are not limited to, failure to pay rent, unauthorized use of the Premises, or violation of applicable laws. In the event of termination, the Lessee shall vacate the Premises within seven (7) days unless otherwise agreed.

Upon the expiration or termination of this Agreement, the Lessor shall be entitled to set-off against the security deposit any amounts for which the Lessor is entitled to be paid under this Agreement. The Lessor shall return to the Lessee the balance of the security deposit within fourteen (14) days of the termination.

18. ASSIGNMENT AND SUBLETTING

The Lessee shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

19. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and affiliates.

20. DISPUTE RESOLUTION

In the event of a disagreement, the Lessor and Lessee agree to engage in good-faith discussions to resolve the issue informally. Each Party will designate a representative authorized to discuss and attempt to resolve the matter within fifteen (15) days of receiving a written notice of dispute from the other Party. The representatives shall meet, either in person or virtually, to discuss the issue and explore potential solutions.

Should the Parties fail to resolve the dispute as above, the Parties agree to submit the matter to a designated individual, committee, or board within the Gwynne Legacy Foundation. The committee's role shall be to review the positions of both Parties and issue a decision based on the best interests of the students of the Gwynne Valley Rural Academy.

21. NOTICES

All notices required or permitted under this Agreement shall be in writing and deemed delivered when sent via registered mail or confirmed email to the addresses provided below:

Gwynne Legacy Foundation

Address:
525-8th Avenue SW 43rd Flr
Calgary, AB T2P 1G1

Email:
gwynnelegacy@gmail.com

Gwynne Valley Rural Academy

Address:
Box 246
115 Government Ave
Gwynne, AB T0C 1L0

Email:
chair@growwithgwynnevalley.ca

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, or understandings, whether written or oral, relating to the subject matter hereof.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada.

24. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

25. AMENDMENTS AND MODIFICATIONS

Any amendments, modifications, or supplements to this Agreement must be in writing and signed by both Parties to be effective.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement as of the date first above written.

**GWYNNE VALLEY LEGACY
FOUNDATION**

per:

Name: Lilianne Chiong
Title: Secretary-Treasurer
Date:

**GWYNNE VALLEY RURAL
ACADEMY**

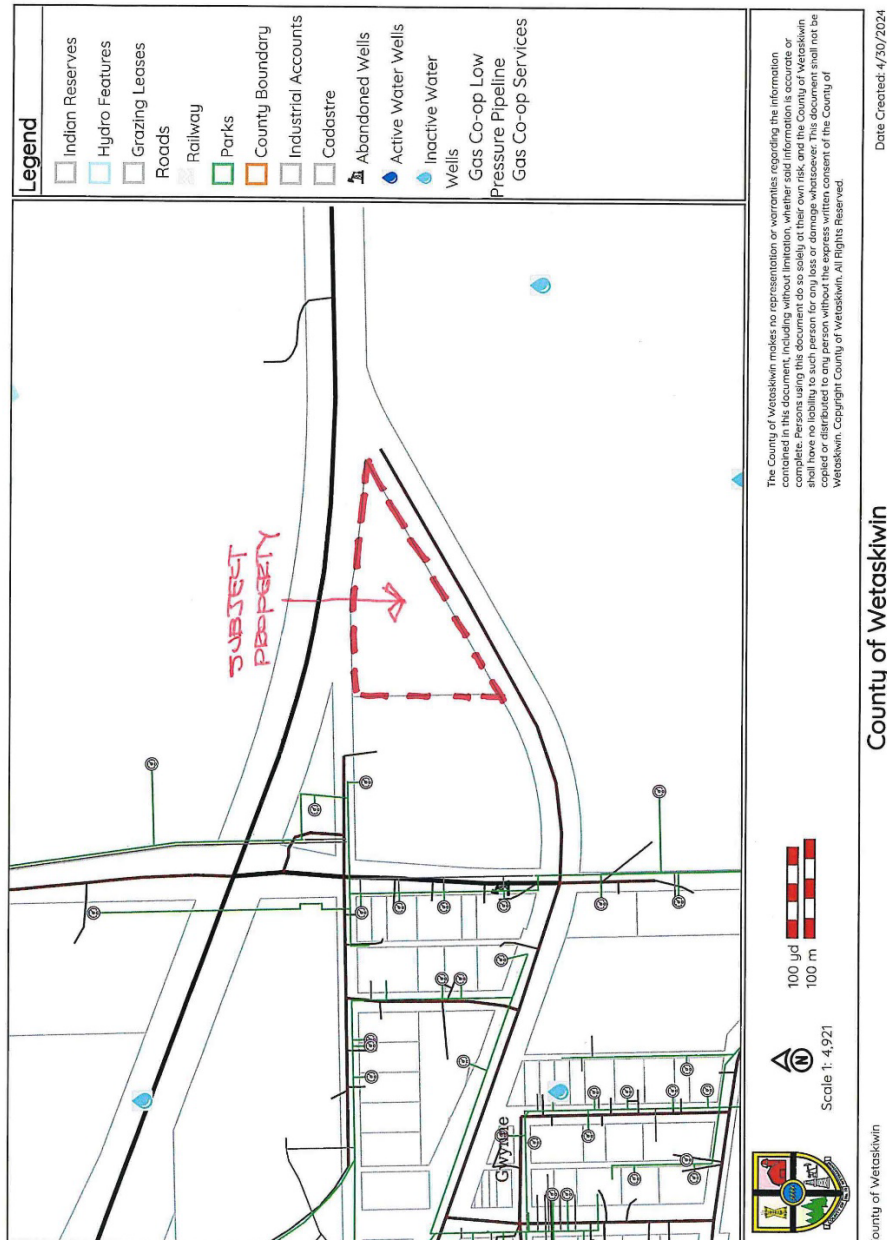
per:

Name: Ben Christenson
Title: Chair
Date:

Schedule "A"

Attached and forming part of the Agreement between GLF and GVREA, dated November 19, 2024

1. The Lessor leases all its interest in the Lands located at 4; 22; 49; 19; NW, which are depicted as follows:



2. The Lessor shall promptly subdivide the land, and provide to the Lessee with a legal description of the Lands, and sufficient documentation permitting the Lessee to register this Agreement against it.

3. The following are the particulars of the Modular Units to which this Agreement applies:

Description: 3 modular classrooms

Size: 32 x 44 feet (comprised of two 16 x 44 foot modular classrooms)

Manufacturer: Atlas Modular Solutions

Year of Manufacture: 2024

DRAFT



Viewsonic 86" 4K UHD ViewBoard Interactive Display (IFP86G1)

☆☆☆☆☆ Model: IFP86G1 Web Code: 17925419

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Warranty

Parts and Labour: 1 year



1 of 10



Overview

Take hands-on learning to the next level with the ViewSonic ViewBoard IFP86G1 interactive display. By combining simplicity with an intuitive design, IFPG1 interactive displays give administrators the flexibility to do more with their budget while giving educators the freedom to accomplish more in the classroom.

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(no reviews)

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Customer Reviews

☆☆☆☆☆ (0 Reviews)

▼

About This Product

▲

What's included:

- 3m power cable
- HDMI 2.0 cable 3m x 1
- Remote control with AAA battery (Opt.)
- 3m USB 2.0 touch cable x 1
- Touch pen (Passive pen) x 2 (VB-PEN-002)

- Quick Start Guide + Compliance statement
- RS232 adapter
- Screw (wall mount 4)
- Camera Plate

Specifications

▲

Commercial Display Type	Interactive Commercial Displays
Resolution	4K Ultra HD
Native Resolution (Pixels)	3840 x 2160
Aspect Ratio	16:9
Display Orientation	Landscape & Portrait
Touchscreen	Yes
Dynamic Contrast Ratio	5000:1
Viewing Angle	178° (H) / 178° (V)

Inputs/Outputs



Viewsonic 86" 4K UHD ViewBoard Interactive Display (IFP86G1)

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Wireless Standard Generation	Wi-Fi 6
Other Inputs/Outputs	3.5mm Audio In, 3.5mm Audio Out, Intel OPS Slot In (80-pin)
Outdoor Weather Resistance	No
Operating System	Windows 40, Android 20

Power

ENERGY STAR Qualified	Yes
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Stand/Mount Features

VESA Mountable	Yes
VESA Sizes Supported	800 x 600

Warranty

Seller's Warranty - Parts	1 year
Seller's Warranty - Labour	1 year

From the Manufacturer ^

There is no manufacturer content to show for this product. Explore the Details & Specs and Customer Reviews sections to learn more.

Common Questions ^

Looks like no one's asked any questions about this product yet.

Seller Shipping Policy v

Seller Return Policy ^

This holiday season, [we're extending our return period](#). For item(s) purchased between October 20 and December 31, 2023, you'll have **until January 11, 2024** to request a return from the seller.

Note: All other policy details below, including the return request process and applicable restocking fees, remain unchanged.

Product Category

Return/Exchange Period

Condition

[Learn more about returning a Marketplace product](#) >



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Interactive Commercial
Display - (IFP8650)

☆☆☆☆☆ (0 Reviews)

\$5,369.09ViewSonic 75" 4K UHD
ViewBoard Interactive Display
(IFP75G1)

☆☆☆☆☆ (0 Reviews)

\$2,417.99 SAVE \$421
Plus \$6.00 EHFViewSonic 86" 4K UHD
Wireless Presentation Display
(CDE8630) - Black

☆☆☆☆☆ (0 Reviews)

\$3,546.99 SAVE \$618
Plus \$6.00 EHFViewSonic 75 ViewBoard
3840 x 2160 4K Interactive
Flat Panel 20point touch...

☆☆☆☆☆ (0 Reviews)

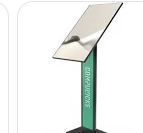
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