



## **Toronto District School Board/Toronto Lands Corporation – Service Level Agreement Update**

**To:** Committee of the Whole

**Date:** 20 May, 2020

**Report No.:** 05-20-3892

### **Strategic Directions**

- Transform Student Learning
- Allocate Human and Financial Resources Strategically to Support Student Needs
- Build Strong Relationships and Partnerships Within School Communities to Support Student Learning and Well-Being

### **Recommendation**

It is recommended that the Toronto District School Board/Toronto Lands Corporation – Service Level Agreement Update be received.

### **Context**

In November 2018, TDSB Board of Trustees approved a revised Shareholder's Direction establishing the legal framework for granting authority to, and expanding the mandate of, its subsidiary Toronto Lands Corporation (TLC) to manage TDSB's real estate and land use planning portfolio (Appendix B). TDSB and TLC have since been working to update the existing 2014 Service Level Agreement (SLA) which details the operational roles and responsibilities of both parties. The SLA provides clarity on which organization leads certain work, supports the other organization, and when and how they collaborate and conduct joint work. While the SLA is strictly operational, the Shareholder's Direction provides guidance on governance matters.

Over recent months, TDSB and TLC staff have collaborated and shared ideas on items and possible language to be included in the SLA. In December 2019, TDSB shared a first draft of a SLA with TLC. In April 2020, TLC shared an amended draft of the SLA with TDSB for its review and comment. This amended draft SLA was shared with TLC's Board of Directors for information.

The attached draft SLA (Appendix A) is slightly different than the version that was presented to the TLC Board as staff has continued to refine some of the details of the SLA. Given that TLC's expanded mandate represents major transformation for both organizations, there will continue to be some operational details that will continue to be worked out as we find optimal ways to work together and achieve shared goals and objectives. The attached draft SLA largely represents both TDSB and TLC current thinking on the roles and responsibilities of each organization; however, this document is considered to be a living and iterative document that may evolve over time as staff continue to find effective and efficient ways to collaborate. TDSB staff continues to work with TLC staff to finalize the draft SLA.

## **Action Plan and Associated Timeline**

TDSB and TLC staff will continue to evaluate the effectiveness and efficiency of their collaborative efforts as outlined in the draft SLA. Any significant changes to this agreement will be brought back to both the TDSB and TLC Board for information.

## **Resource Implications**

Not applicable.

## **Communications Considerations**

A summary of the SLA will be provided to stakeholders and partners as necessary to communicate further details of TLC's expanded mandate.

## **Board Policy and Procedure Reference(s)**

Not applicable.

## **Appendices**

- Appendix A: Draft Toronto District School Board/Toronto Lands Corporation Service Level Agreement
- Appendix B: November 2018 Shareholder Direction

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### Background

On April 25, 2008, TDSB Board of Trustees established TLC as a separate legal corporation under the *Ontario Business Corporations Act* and delegated authority to TLC to manage an initial real estate portfolio consisting of 97 TDSB properties. Among them were non-operating schools to be leased or sold, vacant sites, Bill 30 schools and TDSB administration sites.

On March 21, 2018, TDSB Board of Trustees approved a broader mandate for TLC. Through an amended Shareholder's Direction executed between the parties in February 2019, TLC was given the authority to effectively manage TDSB's interests in all real estate, land use planning, broader sector and strategic partnerships, site and facility leasing, non-operational property and asset management, community planning and partnerships, community hubs, schools in mixed-use facilities, site redevelopment initiatives, school modernization opportunities, property acquisitions and dispositions and other responsibilities as directed by the Shareholder. In delegating new roles and responsibilities to TLC, TDSB took an important step towards streamlining the function and reducing the duplication of effort between TDSB and TLC. Under its new mandate, TLC will undertake operational workflow reviews and implement improved processes and technologies to further strengthen the deployment of limited staff resources and improve response times.

In October 2019, TDSB approved TLC's Strategic Plan and its newly minted Mission, Vision, Goals, Objectives and Core Principles which, together, provide a framework that will guide TLC's efforts to carry out its expanded mandate.

### TLC's Commitment under new mandate

TLC will manage TDSB's real estate portfolio with the utmost professionalism in accordance with the Shareholder Direction. TLC will assist TDSB to provide community benefits in support of delivering positive educational experiences for students. All opportunities, strategies, solutions and outcomes recommended and/or provided by TLC will be subject to rigorous examination and viewed through a professional land use planning and real estate lens.

### Workflows and authorities

Workflows and authorities will be redesigned and implemented to operationalize the SLA, and resource allocations will be made with a view to meeting or exceeding the Shareholder's expectations. At all times, TLC will comply with the *Education Act* and other legislation applicable to TDSB.

### Reports

All reports prepared by TLC staff for presentation to the TLC Board will be authorized by TLC's CEO. The TLC Board provides direction and authority to the CEO and, where required, the TLC Board will make recommendations to TDSB on requests made by the Shareholder and on any matters beyond TLC's current authority. TLC Board Reports designated for TDSB consideration will normally be presented to TDSB's Committee of the Whole with final authority or direction provided by the TDSB Board. TLC's Board will also prepare a quarterly information report advising TDSB of its ongoing business activities, accomplishments and progress towards achieving the Goals and Objectives outlined in the approved Strategic Plan.

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### Core Principles

TLC is responsible for protecting TDSB's and the public's interest in school board real estate and land use planning matters and for assisting in the delivery of a strong public education system in accordance with TDSB's Multi-Year Strategic Plan and Shareholder Direction. Operationally, TLC's actions are guided by four Core Principles:

1. TDSB lands will be preserved as public assets to the greatest extent possible.
2. Continuous modernization of TDSB schools strengthens the public education system.
3. Maximizing the value of TDSB lands extends beyond the financial and includes community and social value.
4. TDSB will be kept financially whole in the development of public service initiatives.

### Expanded Area of TLC Responsibility

As TDSB's agent, TLC understands that all real property assets under its management as identified in the Shareholder's Direction and this SLA are owned by TDSB. The following provides an outline of TLC's responsibilities in six key areas.

#### 1. Asset Management and Real Estate Services

TLC provides for the stewardship of the TDSB real estate portfolio. Management of the school board's assets includes all real property to which the TDSB holds a legal interest and all potential projects that could result in additional property interests. Furthermore:

- Management of real property interests is the process, negotiation and management of any real estate agreements that can include, acquisition, expropriation, disposition (full fee, strata, temporary interests, partial requirements), lease, shared-use, redevelopment, land exchange, joint ventures or property planning of a portion or all of each real property that forms the Real Estate Portfolio;
- Stewardship of the Real Estate Portfolio is to be in compliance with Ontario Regulation 444/98 of the *Education Act* and any other statutory requirements, and TDSB policies and procedures with respect to real property matters, all of which may be amended from time to time; and
- TLC is to take into consideration such items as the TDSB capital plan and long-term requirements and TLC is to make decisions, provide advice and recommendations that maintain, enhance, protect, or provide opportunities for the TDSB and its stakeholders as any prudent investor of its assets that includes both land and buildings.

#### 2. Property Management and Leasing Services

TLC will manage specific TDSB-owned properties, by acting on its behalf, with support and recommendations, in order to preserve TDSB assets while generating an income or cost recovery, in compliance with existing applicable legislation.

Property management considers lease agreements for surplus sites as designated by

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TDSB for lease; and specific operating school sites for the negotiation and management of duties related to:

- General property maintenance and repairs;
- Leases for non-operating school sites;
- Leases in operating schools:
  - child care centres,
  - global agreement with City of Toronto: Pools, Shared-use facilities; and
- Off-site third party lease agreement

Once an operational school site lease is executed, TLC will manage all aspects of the tenant's relationship pursuant to the Shareholder Direction.

### 3. Land Use Planning

The TLC will provide effective leadership and will be responsible for all land use planning matters, including but not limited to:

- development review;
- review of municipal and provincial planning initiatives;
- site plan approval process for new school renovations and additions;
- managing Local Planning Appeal Tribunal (LPAT) files; and
- participating in community outreach and public consultations.

The TDSB will provide effective leadership and will be responsible for all educational planning activities including, but not limited to:

- enrolment planning;
- projections and facility utilization;
- defining and revising school boundaries;
- school capacity issues; and
- capital repairs, funding and accommodation planning.

### 4. Site Redevelopment Initiatives

The City of Toronto has and will continue to be focused on development and on increasing vertical density. Encouraging density in Toronto is also a provincial initiative that will have a significant impact on TDSB's ability to adequately adjust pupil accommodation. TLC will:

- take the lead with City planning and the development community in balancing TDSB's pupil accommodation strategy with opportunities for mixed-use developments;
- take the lead in reviewing TDSB land holdings and identifying strategic re-development opportunities designed to unlock the potential of TDSB properties to the benefit of students, staff and communities; and
- pursue strategic external partnerships and negotiate with the development community and authorities to identify land use planning and real estate options for the consideration and approval of TDSB's Board.

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### 5. Community Planning and Partnerships

TLC will be proactive in securing and helping to define the interests of external parties capable of supporting the creation or provision of support for community planning initiatives related to TLC's school modernization strategy. The following will be considered:

- TLC's strategic partnerships will align with TDSB's direction, but will take into account the City's social planning and community service provisions and jurisdictional authority.
- Partnership opportunities can be explored with public and private groups, subject to TDSB Board direction and its policies and procedures.
- Organizations must have the capacity to finance capital requirements and operational needs in order to keep TDSB financially whole as public service initiatives are developed, implemented and carried out over the long term.
- TLC will also pursue other types of partners that have the ability to provide financial support for, or contribute in other ways to, school modernization and/or other student benefits.
- Localized school or community-based partnerships consistent with the Community Planning and Partnerships Policy in operating schools will be led and administered by TLC and supported by TDSB.

### 6. School Modernization Opportunities

TLC will take the lead in pursuing innovative land use planning and real estate approaches to support TLC's modernization strategy to create exceptional learning spaces that contribute to serving vibrant communities. In addition:

- TLC will identify opportunities and develop strategies for TDSB's consideration with the ultimate goal of creating school-centric community destinations; and
- TLC will work with the City of Toronto to maximize the availability and use of public assets and will connect provincially, municipally and locally to develop a strategic approach to the effective deployment of financial resources.

### **Division of Specific Responsibilities between TDSB and TLC**

The detailed division of TDSB and TLC functional roles and areas of responsibility is outlined in Appendix "A" (attached). Managed by TDSB's Associate Director Business Operations and Service Excellence and TLC's CEO, this divisional outline is to be treated as evolving and a "work in progress," and the Appendix as a working document that will be modified on an ongoing basis in an effort to further clarify the working relationship between TDSB and TLC.

### **Pupil Accommodation Requirements and Facility Space Planning**

TDSB is responsible for evaluating pupil accommodation requirements on the basis of current and projected pupil enrolment. This evaluation of pupil enrolment and school programming needs is an essential step in the identification of available school "surplus" or "unused" facility space.



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### **Unused Space**

When a school facility is deemed to have “unused space,” external parties can make application to TDSB for access to this space. Applications received by TDSB will be provided to TLC for review and response.

Applications for community access to unused space will be administered by TLC with oversight from the Capital Strategy and Property Management Committee (CSPMC) to ensure compatibility with school and program, the adequate provision of student benefits, and compliance with TDSB policy. CSPMC will also determine the length of time for which specific unused space is available for lease.

Once approval has been granted by TDSB’s internal committee or, where necessary, TDSB’s Board, TLC is then authorized to apply TDSB’s policy lease rates, negotiate terms and conditions and bind the parties through a formal lease arrangement.

### **Surplus Space**

TDSB will be responsible for identifying any properties that are to be declared surplus and therefore available for sale or lease in accordance with Section 194(3) of the *Education Act*.

Following approval and referral by the TDSB Board to TLC, TLC will undertake and satisfy all regulatory requirements, negotiate the disposition, complete and finalize all legal transactions and requirements under the guidance of TLC’s legal counsel, and advise TDSB of the disposition or make further recommendations back to the TDSB Board for consideration.

### **Delegation of Authority/Work Flow/Reporting Relationships**

The Director of Education has delegated authority for the operational oversight of the SLA to TDSB’s Associate Director Business Operations and Service Excellence. On TLC’s side, the Chief Executive Officer will have operational oversight of the SLA.

### **Service Transition Issues**

TDSB and TLC staff agree to work cooperatively in facilitating the transition of responsibilities to TLC to ensure minimal disruption and continued work on projects currently underway. TDSB staff will bring any transition or service-related issues to the attention of their Executive Officer or System Officer, who will attempt to address it directly or bring it to the attention of the Associate Director. Similarly, TLC staff will bring issues to the attention of the CEO, who will address it with the Associate Director if he/she is unable to directly resolve.

From time to time, the Associate Director Business Operations and Service Excellence and CEO might be called upon to assess TLC’s human and financial capacity to provide its services and their impact on ongoing operational commitments.

To ensure there is no disruption in TLC’s ability to provide TDSB with the level of professional services specified in this SLA, the Associate Director Business Operations and Service Excellence and CEO, working together, will prioritize, rank, accept, decline or delay projects/requests to ensure strategic alignment and effective deployment of limited resources.

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### **Miscellaneous**

The following points further clarify the way in which TLC will carry out its responsibilities under this Agreement:

- From time to time, and on a temporary basis, TLC will require TDSB's support to ensure its ability to provide the services and service levels covered by this Agreement. Areas in which TLC might require support include accounting, operational and financial statement preparation, legal services, information systems, and human resources;
- TLC may enlist, from time to time, the services of a third party to ensure its ability to provide certain services in a timely fashion. Should this be necessary, TLC will follow TDSB's policies, legal and contractual obligations, be aware of public accountability, and ensure costs are within approved budget limits;
- As TDSB's agent, TLC understands that all real property assets under its management as identified within the Shareholder's Direction and this SLA are owned by TDSB;
- TLC will not assign any part of this SLA without TDSB's written consent; and
- In the event of TLC being dissolved, the SLA will cease as of the effective date established by TDSB resolution.

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### Appendix “A”

#### Division of Functional Roles and Areas of Responsibility

##### Purpose of the Service Level Agreement

The Service Level Agreement (SLA) defines in broad terms the guiding roles and responsibilities of the TLC and TDSB in respect of the delivery of the services. It is a work in progress and serves to provide detailed support to the SLA. In the event of a conflict between the SLA and the Shareholder Direction, the latter prevails. In the event of a conflict between the SLA and legislation, the latter prevails.

Both TLC and TDSB operations will rely on the defined roles and responsibilities understanding that further amendments will be required subject to:

1. Any changes to be made to the SLA shall be in writing and shall be signed by the parties. This SLA will remain in force until superseded, replaced or terminated. A review of the SLA will be undertaken by the parties periodically; and
2. In the event that the Shareholder’s Direction, dated November 29, 2018, as amended from time to time, is terminated, this Agreement shall also terminate.

##### Scope of Operational Roles and Responsibilities

###### Property Management Services

TLC manages TDSB owned properties, by acting on its behalf, with support and recommendations, in order to preserve the TDSB assets while generating an income or cost recovery, in compliance with existing applicable legislation. The TDSB list of specific properties under Property Management to TLC is amended from time to time, as directed by TDSB. Property Management services also includes the management of third party lease agreements of non-owned TDSB real estate for support of TDSB needs.

A substantial portion of the portfolio includes the negotiation and management of child care leases in operating schools; global agreements with public sector, City of Toronto for pools and exclusive and shared-use of operating facilities; negotiation and management of leases in non-operating school facilities declared surplus for lease; and joint lease and operational agreements for active schools situated on third party properties.

TDSB will provide the following support and information:

###### (1) Non-operating School Facilities and Vacant Lands:

- Support, manage or provide, where applicable the caretaking, maintenance and capital work;
- Support with TLC tenant services and issues contingent on the services the tenant is provided by TDSB;
- Provide view access to facilities condition index information;
- Advise on core holding status of each site;

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- Advise on the timing that a core holding property is to be returned to TDSB's active inventory; and
- Assist in the development of an annual renewal plan and budget for capital needs.

### (2) Operating Schools and Vacant Lands:

- Provide all caretaking, maintenance and capital investment;
- For potential Community Planning and Partnerships agreements, identify schools with unused rooms, post information on the TDSB website, and lead the annual meeting advising public agencies of availability;
- Post on TDSB website the standard terms and conditions of any lease agreement prepared by TLC that a tenant will be required to adhere to as required by TDSB Policy and Ministry guidelines, as amended from time to time;
- Support and approve potential tenant applications for space through the Capital Strategy and Property Management Committee (CSPMC); and
- For potential public partners, identify and advise of any room or space available for inquiries from City of Toronto for recreational purposes.

TLC will provide the following support and information:

- Facilitates the negotiations of leased space in non-operating and operating schools and third party private sector leases;
- Retains all official real estate-related documentation and provides copies or access to copies of same to TDSB;
- Interprets lease terms and conditions and provides feedback;
- Facilitates tenant services requests and assists to resolve any issues that may arise over the term of the agreement;
- Provides the standard terms and conditions of a lease for potential community tenant partners to be posted on TDSB website; and
- Seeks approvals as required and completes lease agreements on the standard terms and conditions, unless otherwise advised by TDSB.

TLC will be responsible for the negotiation and completion of leases for:

- Third party leases in non-TDSB real estate with the use of real estate brokers;
- Child care leases in operating schools;
- Global City-use lease agreements – pools and community centres;
- Joint leased schools – operating agreements;
- All leases in operating schools; and any
- Miscellaneous lease agreements.

### Detailed Property Management Services

TDSB will provide the following services:

Item	Closed Sites	Operating Schools
Caretaking	Can be either Board supplied, TLC contracted	Perform all Caretaking type work, including daily

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	<p>or tenant contracted</p> <p>This will be dependent on lease arrangements.</p>	<p>cleaning, all TDSB required daily cleanliness inspections, annual deep cleaning, creation of maintenance notifications and minor maintenance work (as per collective agreements), shipping/receiving, life safety system inspections/tests, property maintenance such as grass cutting, litter pickup and snow removal and liaise with tenants as required.</p> <p>Schedule all community use of schools.</p> <p>Provision of alarm monitoring function.</p> <p>Dispatch caretaking staff as required to respond to alarms.</p> <p>Respond to general inquiries after hours.</p> <p>Security patrols and response to intrusion/fire alarms.</p>
Utilities	<p>Typically, multi-tenant - TDSB Utility department</p> <p>Single tenant sites- tenant is responsible for utility payment</p>	<p>Monitor utility expenditures and ensure prompt payment for all TDSB operating sites. Services provided to leased properties will be dependent on lease arrangements between TLC and individual tenants.</p>
Maintenance and Repairs	<p>Historical leases vary, the rule for 50 and over years TLC or tenant can contract work, less than 50 years,</p>	<p>Perform preventative, routine and demand maintenance at all sites in accordance with</p>

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	<p>TDSB staff provides service.</p> <p>Portables owned by tenant: the tenant will conduct any repairs to the structure.</p>	<p>established priority timelines.</p> <p>Provision of grounds services including grass cutting, tree pruning, snow removal and other related grounds work.</p>
Work Orders	<p>If a tenant wishes to make improvements at the site, a tenant improvement form will be completed and submitted</p> <p>Final billing to be done by the TDSB based on approval.</p>	<p>If a tenant wishes to make improvements at the site, a tenant improvement form will be completed and submitted</p> <p>Final billing to be done by the TDSB based on approval.</p>
TLC Site Renewal Plans	<p>Where requested by TLC, TDSB will provide recommendations on the capital expenditure priorities</p> <p>Health and safety concerns receive high priority</p> <p>Maintenance of critical operating systems</p> <p>Second level priorities</p> <p>Tenant investments in capital will be considered through discussions between TLC and TDSB</p> <p>Capital Repairs-TLC takes \$1 million from rental proceeds to pay for capital improvements</p>	<p>Develop plans for capital renewal at operating sites using appropriate funding sources.</p>
Management of Staff	- Designate 1 Facilities Team Leader to be the single	

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	<p>point of contact assigned to the TLC to support operations at leased properties</p> <ul style="list-style-type: none"> <li>- Provide appropriate supervision for caretaking and maintenance trades staff</li> <li>- Management and scheduling of staff vacation, sick and lieu time</li> </ul>
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TLC and TDSB will provide the following services:

Item	TLC	TDSB
Update SAP rent information in order for billings to occur	<p>TDSB will provide SAP training to all TLC staff and provide access to appropriate staff.</p> <p>TLC will provide lease out forms and lease agreements to TDSB finance department for input into SAP system and approval of changes by Finance management staff.</p>	TDSB to maintain master lease information in SAP and review and approve changes to master data in SAP.
Update SAP building inventory system of both building and room usage by tenants	TLC to provide updates for tenant leases and room assignments for closed sites to the TDSB.	Building inventory such as square footage changes will be updated by TDSB when notified of changes.
Potential tenants in operating schools	<p>TLC to review the tenant application form and request additional information as required in order to complete a lease agreement.</p> <p>TLC to consult with principal and superintendent to review application.</p> <p>TLC to arrange and ensure appropriate TDSB staff and potential tenant have inspected and determined area to be occupied in school.</p> <p>Once TDSB approves the tenant, location and terms</p>	<p>TDSB to support the review of the application.</p> <p>CSPMC to provide oversight.</p>

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	and conditions, TLC will finalize the lease agreement for execution.	
Life, Fire Safety	<p>Leasing process for operating schools.</p> <p>TLC staff participates in preparation of lease with inside or outside legal counsel, as required.</p>	<p>Annual workplace inspections in operating schools.</p> <p>Responding to health and safety concerns involving TDSB staff.</p> <p>Regulatory requirements will be handled in operating schools by TDSB.</p>
Community Services – Internal TDSB Sites	Draft new and renewal leases for internal space.	<p>When seeking new locations, TDSB to identify operating schools in the target area and the availability of space and timeline for use.</p> <p>Provide notice if space needs to be repatriated for any reason to allow Community Services to find alternate space.</p>
Community Services – Non-TDSB Sites	TLC provide or arrange to provide legal services to review lease agreements in a timely manner and make recommendations for lease language improvement.	Continue to use its existing real estate brokers selected through a competitive procurement process for lease renewals and manage existing agreements.

### Asset Management and Real Estate Services

TLC provides for the stewardship of the TDSB real estate portfolio. Management of the school board Assets includes all real property to which the TDSB holds a legal interest and all potential projects that could result in additional property interests. Management of real property interests includes, but not limited to, the process, negotiation and management of any real estate agreements that can include, acquisition, expropriation,



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disposition, (full fee, strata, temporary interests, partial requirements), lease, shared-use, redevelopment, land exchange, joint ventures or property planning of a portion or all of each real property that forms the Real Estate Portfolio.

Stewardship of the Real Estate Portfolio is to take into consideration such items as the TDSB capital plan, long-term requirements and TLC to make decisions, provide advice and recommendations that maintain, enhance, protect, or provide opportunities for the TDSB and its stakeholders as any prudent investor of its Assets that includes both land and buildings.

TDSB will provide the following support and information:

- Maintain SAP inventory systems for all TDSB properties and provide view access to all TLC staff;
- Maintain SFIS and provide view access to TLC staff;
- Provide access to all blueprints and drawings of TDSB sites;
- Provide TLC with all relevant information on demographics, program needs and other information about student accommodation needs and planning; and
- Be responsible for surplus property declarations for lease or sale.

TLC will provide the following support and information:

- Inform TDSB on timely basis of any significant property matters;
- Provide tenant requests and identified capital investment for TDSB consideration and inclusion in annual renewal plan for non-instructional sites;
- Dispose or lease of properties as prescribed by TDSB and in accordance with all relevant legislation;
- Provide land management advice to TDSB;
- Support and provide input with TDSB in developing a plan on community consultations regarding land matters, excluding TDSB Accommodation lead initiatives such as PARCs and PARTs, unused space and surplus declarations for sale or lease;
- Investigate and consult on community hubs;
- Work with the City, other public entities, colleges, universities on TDSB directed real estate projects (e.g., obtaining City approvals, liaising with City's real estate department, championship fields); and
- Lead work with developers of adjacent developments which impact on schools.

### Detailed Asset Management Services

Item	TLC	TDSB
Asset Management	TLC to provide as part of their annual budget process a renewal plan for closed school sites, specifically the buildings – operations/maintenance/repairs/property management (cross reference in property management)	TDSB to provide annual status of closed school sites in order to assist TLC in determining budget renewal of closed buildings. TDSB will refer all real estate matters and inquiries to TLC, including infrastructure,

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	<p>TLC to provide advice and inform TDSB staff or bring forward to CSPM on property matters in a timely manner, as may be required.</p> <p>TLC to be the lead on potential opportunities or any discussions/negotiations with third parties, such as, but not limited to, the City of Toronto, other public entities, for land or building real property matters.</p> <p>TLC will establish guidelines and processes for real estate activities as best practices.</p> <p>TLC will dispose (lease or sale) of property as approved and directed by TDSB and in accordance with the relevant legislation.</p> <p>TLC will acquire property interests on behalf of TDSB in accordance with legislation and appropriate authorities.</p>	<p>temporary access, unsolicited proposals for land and building, temporary and permanent property interests, and assist as required to complete a property transaction.</p> <p>TDSB will request TLC to acquire properties including providing parameters for the acquisitions.</p>
	TLC will use the TDSB information to assist in providing any advice, recommendations or implementation of a strategic plan for the stewardship of the asset.	TDSB will provide all relevant information on demographics, program needs and other information about student accommodation needs and planning.
	TLC will provide input/advice to TDSB on its proposed outdoor facilities master plan from a real estate perspective in terms of providing any advice on property impacts or identifying strategic opportunities which TLC could lead to benefit TDSB	TDSB will be responsible for developing and communicating its outdoor facilities master plan and updating it on an annual basis. TDSB may seek input from TLC to understand property impacts.
Property Inventory Maintenance	TLC will provide updates as necessary to the data owner for	TDSB will provide view only access to all TDSB data and

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	changes to be made.	the ability to enter TLC into relevant properties.
Plans and Surveys	TLC may obtain new surveys, reference plans or other property documentation as may be required over time.	TLC will be provided with view only access on all surveys, reference plans, drawings and any school documentation in its database. TDSB to provide CADD drawings as required. TDSB to create the database over time.
Records Management	TLC to store all legal executed agreements in the TDSB "L" drive.	TDSB to provide TLC staff with access to "L" drive for document storage.
LTPAS	TLC will provide all relevant information on leases and agreements for TDSB properties to TDSB annually.	TDSB will provide this annually to TLC.
Program Area Review Team (PART) and Pupil Accommodation Review Committee (PARC) Processes	TLC will provide real estate and land use planning expertise to support student accommodations.	TDSB will lead and coordinate the efforts required of staff resources.
Community Consultations (non-PART/PARC related)	- TLC will lead and coordinate the efforts required of staff resources.	TDSB will support with relevant student planning or design and construction information. TDSB will lead complex consultations as determined by CSPMC.
Development Projects in Close Proximity or Adjacent to TDSB Properties	TLC to work with developers to understand their impact or requirement on TDSB properties and negotiate any agreements.	TDSB to forward all developers/third party inquiries to TLC for review and any appropriate action.
MPAC	Receive MPAC assessment notices.  Represent TDSB on assessment appeals (MPAC).	TDSB to support any assessment appeal and provide documentation and any support, as may be required.
Site Reservation Agreements	Negotiate and manage site reservation agreements.	Provide Board authority to proceed with acquisition.

## **Toronto District School Board and Toronto Lands Corporation Service Level Agreement**

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### **Project Management and Consulting Services**

The TDSB will provide the following support and information:

- Determine scope of such services after discussions with TLC, taking into consideration the resources available to the TLC and TDSB, the demands on those resources in providing the other services, and the impact on the Annual Budget.

TLC will provide the following support, negotiation and information:

- Provide services, as may be requested from time to time by the TDSB, such as assistance on land planning matters related to capital projects, redevelopment of properties owned by TDSB, or representation of TDSB in joint venture opportunities with other public or private sector entities. These services may be provided by the TLC as agents for and on behalf of TDSB or in the capacity of consultants. These services may relate to one or more of the properties, but may also relate to other properties, whether or not owned by TDSB, but present opportunities that may be brought forward by TLC for consideration, subject to project approvals.

### **Capital Projects**

Capital projects are identified by TDSB and defined as new or replacement schools, additions or major renovations (does not include redevelopment projects).

Capital projects also include:

- New schools or satellite schools that may be in a mixed-use development; and
- Joint redevelopments with other public sector or private sector partners.

TDSB will provide the following support and information:

- Identify student accommodation needs; and
- Approve identified pupil accommodation solutions to be pursued

TLC will provide the following support and information:

- Investigate solutions to student accommodation needs (within available funding parameters);
- Following TDSB approval, TLC will secure all legislative requirements, negotiate, and transact all purchase/sale/ lease and redevelopment, joint-redevelopment agreements; and
- Participate in TDSB site plan approvals, including land use planning and legal review.

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

### Detailed Capital Project

Item	TLC	TDSB
Capital Projects		Identify student accommodation needs. Approve identified solutions to be pursued (replacement school, addition, etc.).
Capital Project (mixed-use development)	Identify potential developments that can accommodate or have interest in school in development; Lead negotiations, MOU/LOI.	Identify student accommodation needs.
Real Estate (potential) interests	Investigate and review TDSB requirements. (acquisitions, partial, sub-surface, temporary staging, parking, expropriation, etc.) Negotiate, obtain approvals, finalize agreements (if any).	Identify real estate interests that would require TLC review. Provide funding for the real estate portion of the project.
Capital Project (joint-redevelopment)	Identify potential joint redevelopment opportunities with other public or private sector partners; negotiate agreements.	Identify student accommodation needs; provide TLC with long term capital plan.
General Projects	Participate in TDSB site plan approvals, including land use planning and legal review (cross reference with Land Use Planning section).	Identify assistance required from TLC.

### Land Use Planning Services

TDSB will provide the following services:

- Manage the collection, analysis and reporting of data associated with actual student enrolments, projected enrolments, programs, community demographics, facility capacities, facility use and school boundaries;
- Develop the TDSB Long-Term Program and Accommodation Strategy and Annual Planning Document to support decision making for sustainable pupil accommodation, including short and long term directions for school facilities;
- Develop short and long term strategies for pupil accommodation that address specific issues such as school closures, and the identification of facilities for revenue generation;

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

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- Conduct consultation with the public concerning such strategies, including making presentations to communities and acting as a representative of TDSB policies and positions;
- Coordinate the distribution, completion and submission of all Ministry reports related to enrolments and capacities;
- Provide sound data to support capital investment opportunities in school infrastructure through TLC;
- Provide advice to TLC on potential accommodation issues arising from new residential development;
- Maintain the database (GIS) for tracking and monitoring actual pupil yields emanating from residential developments, and ensure this information is updated regularly and made available to TLC;
- Maintain the TDSB Street Guide and add/change residential addresses approved by the City;
- Circulate TLC comment letters on development applications and other land use planning matters, as required, to affected TDSB staff and trustees;
- Manage the collection and reporting of space usage;
- Identify and develop strategies that address facility capacity and space management;
- Provide alternative solutions to facility planning and program expansion issues that are in accordance with TDSB policies and procedures;
- Manage the collection, analysis and reporting of enrolment data (both actual and projected);
- Lead community planning processes which includes preparation of accommodation options and cost benefit analyses;
- Liaise with internal and external partners and stakeholders on all accommodation matters; and
- Liaise with trustees, senior staff and other managers in identifying and resolving program and accommodation issues.

TLC will provide the following services:

- Serve as the first point of contact for City planning staff on all land use matters;
- Coordinate the review of all development applications and identify any issues/impacts related to TDSB school sites and/or properties;
- Work with City staff and the development community to mitigate issues with respect to intensification/development impacts on TDSB school sites and /or properties;
- Arrange and lead bi-weekly meetings with TDSB planning staff to review development applications and other lands use planning matters;
- Identify and secure opportunities for new elementary and secondary schools through the City, as required;
- Provide strategic advice regarding the identification and acquisition of lands to support future school requirements;

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

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- Assist and support TDSB on the site plan application process for new schools, renovations and additions;
- Participate and review City planning studies and initiatives;
- Provide expert advice and analysis with respect to land use, urban structure, active and proposed residential development in relation to pupil accommodation reviews, program area reviews, local feasibility studies and other accommodation projects;
- Attend City of Toronto Community Council meetings, Committee meetings and/or other public meetings regarding development proposals and/or studies, as required;
- Liaise with trustees, principals, senior staff and school communities with respect to the municipal planning process, development applications and associated matters;
- Respond to inquiries regarding proposed residential development and land use planning matters, as required;
- Identify partnership opportunities with developers and public agencies
- Participate in Local Planning Appeal Tribunal (LPAT) hearings as an expert witness; and
- Review provincial policies and initiatives, and upon request, draft submissions on TDSB's behalf on proposed regulatory changes.

### Financial Management Services

TDSB will provide the following support and information:

- Financial and internal audit oversight of all financial policies, procedures and transactions to ensure compliance with legislation, Board policy and procedures, and GAAP;
- Recording of payroll, invoice and revenue transactions for TLC;
- All financial recording and reporting of financial information in formats required by TLC management and Board;
- Attend, as required, TLC Board and Committee meetings to present and respond to TLC's financial operations;
- Provide view access to all TLC financial information in SAP to the appropriate TLC staff;
- In consultation with TLC, prepare all financial reports required by TLC Board and staff;
- Support the development of an annual plan and budget; and
- Provide support in tendering and purchasing for services and supplies required by TLC.

TLC will provide the following support and information:

- Input all leases into the SAP system up after initial clean-up of data by both TLC and TDSB once agreement executed;
- Input all payroll timesheets as required;
- Approve all invoices and contracts; and

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

- Coordinate the timely information to support the development of the annual plan and budget, within reasonable and pre-identified TDSB timelines.

### Detailed Financial Management Services

TLC	TDSB
Submit annual plan in mutually agreed timeline.	Provide Financial reports to TLC including P&L, Rent roll, Bad Debt schedule.
Submit strategic plan in mutually agreed timeline.	Prepare and present the Operating reports and tier reports on a semi-annual basis to the Finance and Audit Committee and Board of TLC.
Provide relevant financial information in a timely manner in mutually agreed timeline.	Prepare and present the year-end financial statements and operating reports to Audit Committee and Board.
Provide updates on leasing, property sales, and land management issues at CSPMC of TDSB and TLC Staff or whenever as required.	Prepare and provide monthly reports to TLC – including HST reports, A/R Reports for all sites and tenants.
Provide information required by auditors during the year-end TLC audit when required.	Prepare the balance sheet schedules binder for internal purposes quarterly .
TLC will only use either TDSB approved vendors or TLC approved vendors selected using the services of the TDSB procurement process.	Provide billing and collections services all rents and property payments.
Get confirmation or consult with TDSB for any potential issue which may impact TDSB financially.	Manage all intercompany transactions between TDSB and TLC and ensure they are appropriately recorded.
Approve annual budget and monitor actual expenditures for closed sites,	Provide TLC with view access to all TLC staff to view both TLC accounts and all sites.
Manage tenant contact regarding property tax and utility issues.	Provide access to create, input and monitor TLC project expenditures (relates to Internal Order process).
	Approve TLC annual Plan.
	Provide annual budget timeline to TLC.
	Approve TLC Strategic Plan.
	Maintain all relevant banking accounts



## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

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	<p>for TLC including managing treasury and cash flows for TLC bank accounts.</p> <p>Ensure TLC budget is loaded into the TDSB ERP system to track the TLC budget vs actuals.</p> <p>Complete all regulatory submissions and government filing such as monthly HST filing, T4 slips and summary and T2 Corporate tax returns.</p> <p>Selection of Audit firm to conduct annual audit of both TDSB and TLC.</p> <p>Provide assistance to auditors during the year end TLC audit.</p> <p>TDSB Internal Audit department will develop and implement internal audit plan annually for review by TDSB and TLC.</p> <p>Provide payroll services including government remittances, pension administration through OMERS and benefits administration through the ELHT.</p> <p>Pay TLC Vendors through TDSB accounts payable.</p> <p>Assist with property tax bill and appeal issues, water bill issues, of leased properties. Follow up with the appropriate city of Toronto department or legal department contacts.</p> <p>Determine and communicate overhead rates for financial reporting purposes.</p> <p>Escalate any lease contract wording issues to TLC.</p> <p>Liaise with TLC to ensure transactions relating to property disposals, land exchange, etc. is properly recorded in our system, and that all closing</p>
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## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

	<p>documents are shared with the TDSB.</p> <p>Gather and provide any relevant financial data to TLC as required relating to analysis on leasing/building/buying option decisions for new schools.</p>
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### Legal Services

The TDSB will provide the following support and information:

- Notify the TLC of any legal matter of significance that it becomes aware of in relation to matters relevant to the TLC's operations and mandate; and
- Provide TLC management, if requested, strategic legal advice on corporate, commercial, labour, employment, and other legal matters.

The TLC will provide the following support and information:

- Promptly give notice to the TDSB Executive Officer, Legal Services of any statement of claim, legal proceeding, demand letter, or other legal documents which provide notice of, originate, or continue any proceeding which has an impact upon the value of any Property or which establishes, claims or alleges liability of the TDSB and/or the TLC; and
- If it is not an insured claim under the TDSB's or TLC insurance policies, TLC shall retain counsel for the purpose of defending any action or other proceeding provided that (i) the estimated cost of legal fees is contained in the current Annual Plan and (ii) the action or other proceeding is a "Routine Proceeding" (as defined in the Shareholder Direction)

### Detailed Legal Services

TLC	TDSB
Promptly give notice to the TDSB Executive Officer, Legal Services of any statement of claim, legal proceeding, demand letters or other legal documents which establishes, claims or alleges liability of the TDSB and/or the TLC.	<p>Provide strategic advice to TLC legal staff as required.</p> <p>Provide information and documentation to TLC as may be required to support the TLC's assumption real estate legal matters.</p>
Retain counsel for the purpose of defending any non-insured action or other proceeding provided that (i) the estimated cost of legal fees is contained in the current Annual Plan and (ii) the action or other proceeding is a "Routine Proceeding".	Provide litigation services on real estate and/or land use litigation matters if determined by TDSB Executive Officer, Legal will be handled by in-house litigation counsel.

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

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<p>Not commence any legal action or other proceeding until it has received the written approval of the TDSB Executive Officer, Legal Services, who may assign to in-house litigation counsel or recommend retention of external legal counsel.</p> <p>Use TDSB's approved vendors of record for legal services, or other law firms pursuant to the terms of the Legal Services Request for Proposals and procurement policies and procedures.</p> <p>Select the law firms including approval for each matter, and assignment of a file tracking number.</p>	
Implement TDSB Billing Guidelines with external legal counsel, as amended.	Act as a resource to TLC for legal recruitment if requested.
Pay invoices for all legal and consulting services engaged by TLC.	
Align where possible and where it may be effective, subject to staff and budget, with TDSB legal services procedures and technological resources on document, file, billing, matter, and contract management.	
Manage legal responsibilities for TDSB real estate and land use planning portfolios.	
Maintain all records of all agreements, tenants, correspondences, letters, documentation and pertinent information related to TDSB's real estate and land use planning portfolios.	
Provide copies of documents, legal agreements and all relevant documents within TDSB's real estate and land use planning portfolios upon request to TDSB departments and staff.	
Negotiate, draft and review policies, reports, leases, licences, and other documents related real estate matters.	

**Toronto District School Board and Toronto Lands Corporation  
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Conduct title searches and sub-searches, rectify title issues, respond to title applications from third parties, prepare title summaries and title reports, review and provide advice on legal agreements and instruments either registered or not registered on title, and manage title notices.	
Prepare and seek registration of various instruments and documents in Teraview or other real estate software and submit title documents for registration electronically and/or by paper to the Director of Titles and/or the Land Registry Office.	
<p>Provide real estate and land use planning legal oversight of existing dome agreements and championship fields' agreements.</p> <p>Manage all operational aspects of dome agreements and championship fields' agreements in effect.</p>	-
Manage School Capital Facility declarations.	Provide TLC assistance if necessary and upon request in managing TDSB School Capital Facility declarations.
Interpret various legal documentation and prepare various legal correspondences (letters, memorandums of understandings, briefing notes, term sheets).	
Liaise with external counsel, external groups and other government bodies and school boards.	
Negotiate, prepare, review, amend, provide advice on, manage, and terminate all legal agreements within TDSB's real estate and land use planning portfolios, including but not limited to licence agreements, easement agreements, leases (TDSB is a tenant or TDSB is a landlord), lease amending agreements, shared-use agreements, shared-use agreements for City parks, tieback agreements, shared facilities agreements, space usage	

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

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agreements, access agreements, community centre agreements, community (public) use agreements, section 37, 42, 45 agreements, municipal agreements, site plan agreements, operating agreements, amending agreements, parking lot leases, and crane swing agreements.	
Manage legal responsibilities for all real estate acquisitions, dispositions, conveyances, transfers, land exchanges, donations of land, from start to finish, that accompany legal agreements or documents and requisite approvals.	
Manage all expropriation related matters.	
Manage all access, permission-to-enter, easement, right-of-way, severance requests and requests for placement of any structure or equipment on TDSB lands, from start to finish.	
Advise on land restrictions, real estate development matters, and permitted uses of lands.	
<p>Provide legal advice and opinions to TDSB staff with respect to planning, facilities and real estate matters, including but not limited to: site dispositions, easement agreements, access requests, leases, licences, joint-use agreements, construction agreements, child care leases, and all other matters pertaining to real estate issues.</p> <p>Advise on leasing policy and procedures – for further discussion in the Real Estate and Land Use Planning sections of the SLA.</p> <p>Construction management agreements, Ontario <i>Planning Act</i> applications and agreements.</p>	

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

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### Human Resources

TDSB will provide the following support and information:

- Provide support related to employee services functions as required;
- Provide updates on employee services policies and procedures so that TLC administers them in a similar manner.
- Administer TLC payroll, benefits and pension for all TLC staff

TLC will provide the following support and information:

- Update and maintain all employee records.

### Detailed Human Resource Services

Item	TLC	TDSB
Policies, Procedures, Protocols	TLC will follow all TDSB policies, procedures and protocols.	TDSB to provide access to Intranet site. This will enable access to Policies, Procedures and Protocols.
Terms and Conditions (T&C)  Employee Services	TLC will follow the established T&C for Schedule II (non-union) of the TDSB including provisions with respect to Salary Schedules; levels, allowances, severance and vacation entitlements. For clarity, TLC staff are currently not eligible for TSTN membership.	TDSB may amend the terms and conditions from time to time and provide copies of same to TLC to to distribute to its non-union staff.
Benefit and Pension Administration and Payroll Services		Update benefit eligibility in SAP as per the Trust rules. Run HRIS interface file and provide to Cowan Insurance. Upload payroll deduction file and deduct employee premium contributions. Upload Payroll response file Benefit funding and payments to vendor with monthly remittance and reconciliation. Pension Administration (i.e., enrolment) and reporting

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

		(including year-end). Provide monthly remittance to pension plan.
Disability Management (WSIB and Sick Benefits)	Manage and report staff absences.	Consultative services to ensure consistency in reporting and managing injury/absences.
Job Postings/Job Evaluations  Compensation Services Organizational Development Support Staff office (Sch II and Central Unit)	<p>TLC will work with external provider on job evaluation and pay equity maintenance.</p> <p>TLC will communicate evaluation results and any pay equity adjustments to TDSB.</p> <p>TLC will conduct all recruitment duties including offer letters.</p> <p>TLC will follow the TDSB's Restructuring Process as outlined in the T&amp;C.</p>	<p>TDSB will share TDSB job description/posting information.</p> <p>TDSB will provide current T&amp;C for Sch II staff.</p> <p>TDSB will post TLC job opportunities on Direct Line upon request.</p> <p>TDSB will provide organizational development consultative advice upon request.</p>
Inter-organization Staff Hiring	Two organizations will work together to develop common protocols with respect to Secondment Agreements.	
Absences/Vacations	TLC to record attendance in SAP.	TDSB to move TLC into SAP for attendance recording.
Performance Management		TDSB will provide consultation and recommendations, but not carry out the service/meet with the staff.
Onboarding	TLC will onboard their own employees using TDSB forms (as amended to reflect TLC) and practices and maintain all master records onsite.	TDSB will enrol the employees in the appropriate pension plans as applicable.

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	TLC will send appropriate copies of employee forms to appropriate TDSB departments.	
Long Term Disability Insurance (LTDI)	<p>TLC will complete appropriate forms and provide to TDSB.</p> <p>TLC to provide LTD overview information to newly hired employees.</p>	<p>TDSB to handle LTD coverage enrolment in SAP as per T&amp;C of Employment and contract eligibility.</p> <p>TDSB will provide expertise and support regarding claim submission and work with Disability Claims Management staff on return to work.</p>
Professional Development and Compliance Training	<p>TLC will be provided with Key to Learn access.</p> <p>TLC staff will complete all required compliance training.</p> <p>TLC will monitor compliance with training requirements and provide additional professional development opportunities for its staff.</p>	TDSB to provide Key to Learn access to TLC staff.
Health and Safety	TLC will appoint a health and safety representative	<p>TDSB to follow up to determine all requirements.</p> <p>TDSB to provide training for health and safety representative.</p>
Human Rights and Workplace Harassment	TLC will adhere to TDSB policies and procedures	<p>TDSB will provide support for this function and training for all staff.</p> <p>Services of the Human Rights Office [TBD].</p>



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Information Technology & Information Management Services,  
FOI and Privacy

TDSB will provide the following:

- Client Service Desk Support
- HRIS Support
- SAP Support and Training to perform SAP functions as outlined in this agreement
- Access to SAP to perform SAP functions as outlined in this agreement
- Software and applications support
- Hardware support for computer equipment purchased via the TDSB computer catalog
- Network access and support
- Access to Key to Learn
- Telecommunications support
- Security Investigations and Forensics
- Risk Assessment of digital initiatives
- **Assist** TLC with Freedom of Information (FOI) requests
- Security and Privacy breach incident support

## Toronto District School Board and Toronto Lands Corporation Service Level Agreement

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### Glossary of key terms

Term	Definition
TDSB	Toronto District School Board
TLC	Toronto Lands Corporation
FS	Facility Services
ITS	Information Technology Services
SLA	Service Level Agreement
Annual Plan	A plan outlining the operation, management and maintenance of the TLC Portfolio.
Strategic Plan	A long-term plan outlining the objectives and priorities for the TLC, any major capital programmes and anticipated revenues the TLC expects to be able to contribute to the capital needs and/or operations of the TDSB. This plan is to align with any TDSB Capital Budget/Plan.

### Related documents

November 2018 Shareholder Direction

**SHAREHOLDER'S DIRECTION**  
**from**  
**TORONTO DISTRICT SCHOOL BOARD**  
**to**  
**TORONTO LANDS CORPORATION**

Dated May 16, 2008

As Amended:

June 22, 2011

November 16, 2011

November 26, 2014

And as further amended and restated on November 28, 2018

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**AMENDED AND RESTATED SHAREHOLDER'S DIRECTION**

**THIS AMENDED AND RESTATED SHAREHOLDER'S DIRECTION** (the “**Direction**”) dated as of the 24<sup>th</sup> day of October, 2018,

FROM:

**TORONTO DISTRICT SCHOOL BOARD**

(hereinafter referred to as the “**TDSB**”)

OF THE FIRST PART

-to-

**TORONTO LANDS CORPORATION**

(hereinafter referred to as the “**TLC**”)

OF THE SECOND PART

RECITALS:

- A. The TDSB is a provider of public primary and secondary educational services and is the owner of real property located in and around the Province of Ontario, including the Real Estate Portfolio (as defined herein).
- B. The TLC is a wholly-owned subsidiary of the TDSB, incorporated under the *Business Corporations Act* (Ontario) (the “*OBCA*”).
- C. The TDSB wishes to direct the TLC to manage its Real Estate Interests (as defined herein) and Properties (as defined herein) in accordance with this Direction.
- D. The TLC and the TDSB will be considered to be a single employer for purposes of Section 1(4) of the *Labour Relations Act* (Ontario).

**ARTICLE 1**  
**INTERPRETATION**

**Section 1.1 Definitions.**

In this Direction unless the context otherwise requires:

“**Annual Budget**” means annual financial plan in a form consistent with industry best practices and will include an annual operating budget, annual capital and renewal budget and any other such information as may be required.

“**Acquisition**” means to acquire a property or interest, either by purchase, lease or land exchange.

“**Approved List**” means a list of law firms which has been approved by the General Counsel of the



TDSB and the TLC, from time to time.

**“Auditor”** means the auditor of the TLC from time to time, if applicable.

**“Business Day”** means any day of the year, other than a Saturday, Sunday or other day on which banks are required or authorized to close in Toronto, Ontario.

**“Director”** means a director of the TLC.

**“Director of Education”** means the Director of Education of the TDSB or designated representative from time to time.

**“Early Termination Clause”** means any provision which gives the TDSB, as landlord under the applicable Lease, the right to terminate such Lease on notice to the Tenant.

**“Education Act”** means the *Education Act* (Ontario).

**“Effective Date”** means May 16, 2008.

**“Executive Officer”** means Chief Executive Officer of the TLC and an officer as defined by the OBCA.

**“Financially Whole”** means, when referring to the financial operating position of the TDSB Board, that any agreement should not negatively impact the TDSB or TLC financial position. Program benefits can be considered when determining financial benefits to the TDSB Board.

**“Fiscal Year”** means each 12 month period comprising a fiscal year of the TDSB (or, in respect of the initial Fiscal Year, the period commencing on the Effective Date and ending on August 31, 2008).

**“Governmental Entity”** means any (a) federal, provincial, municipal, local or other government, governmental or public department, court, commission, board, bureau, agency or instrumentality, (b) any subdivision or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

**“Key Performance Indicators (KPI)”** means a measurable value that demonstrates how effectively a company is achieving its key business objectives.

**“Lease”** means any lease agreement, offer to lease, license, parking agreement or other agreement granting any right to use any part of a Property but shall exclude any permits granted by the TDSB's Permitting Department.

**“Major Contracts”** means contracts with a term in excess of three (3) years or with a total value, over the life of the contract, of more than \$500,000, but excludes any Lease, and any amendment or renewal of any Leases, and listing, commission and sale agreements entered into in connection with the disposition of a Disposition Property in accordance with the provisions of this Direction.

**“Multi-Year Strategic Plan”** means the current Multi-Year Strategic Plan approved by the TDSB which sets direction and identifies system goals to support TDSB students and schools.

**“Person”** means a natural person, partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity.

**“Property” or “Properties”** means the interest of the TDSB in the operating and non-operating school sites including all buildings and improvements built thereon which are owned or leased by TDSB, including any space under lease in operating schools. All Disposition Properties, as defined in Section 5.4 , are also Properties for purposes of this Direction. Any Disposition Property which has been disposed of by TLC as agent for and on behalf of TDSB shall cease to be a “Property” for purposes of this Direction.

**“Real Estate Interests”** means the Real Estate Portfolio and the TDSB’s interest in land use and city planning, policy development, community planning and partnerships and all related matters thereto.

**“Real Estate Portfolio”** means all real property to which TDSB holds a legal interest.

**“Regulation 444”** means O.Reg.444/98 pursuant to the *Education Act* (Ontario).

**“Routine Proceeding”** means an action or other proceeding based on a claim or claims by the TDSB and/or TLC (i) which relates to the collection of rent under Leases or of other receivables and, (ii) in respect of which there is no expectation of a counter claim or other claim against the TDSB and/or TLC as a consequence of such action or other proceeding.

**“Services”** means, collectively, the management of Real Estate Interests and Properties (including negotiation of any Lease on behalf of TDSB as a tenant).

**“Service Level Agreement”** defines the protocol and operational roles and responsibilities between the TLC and TDSB in respect to the delivery of Services hereunder.

**“TDSB Board”** means the Board of Trustees of TDSB.

**“Tenant”** means a tenant under any Lease.

**“TLC Board”** means the Board of Directors of TLC.

**“TLC Committee”** means a committee of the TLC Board.

**“Trustees”** means trustees of the TDSB and may also be referred to herein where appropriate as the “TDSB Board”.

## **Section 1.2 Gender and Number**

Any reference in this Direction to gender includes all genders and words importing the singular number only include the plural and vice versa.

## **Section 1.3 Currency**

All references in this Direction to dollars, unless otherwise specifically indicated, are expressed in Canadian currency.



#### **Section 1.4 Certain Phrases, etc.**

In this Direction (i) the words “including” and “includes” mean “including (or includes) without limitation”, and (ii) the phrases “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”.

#### **Section 1.5 Accounting Terms**

All accounting terms not specifically defined in this Direction shall be interpreted in accordance with the CPA Canada Public Sector Accounting Handbook and Ministry of Education regulations, guidelines and policies for financial reporting.

#### **Section 1.6 Statutes**

Any reference in this Direction to a statute or regulations thereunder shall be deemed to be a reference to such statute or regulations as amended, re-enacted or replaced from time to time and reference to specific parts, paragraphs or sections thereof shall include all amendments, re-enactments or replacements, unless the express provisions hereof otherwise require.

#### **Section 1.7 Incorporation of Schedules**

Any Schedules attached to this Direction shall, for the purposes of this Direction, form an integral part of it. Schedules may be varied, amended, replaced, added to or deleted in whole or in part from time to time by the parties hereto executing revisions thereto and any such revision shall from the date of execution as aforesaid become all or part of the Schedule hereto, and thereafter incorporated in this Direction and binding upon the parties hereto.

#### **Section 1.8 Articles and Sections**

The expressions “Article” and “Section” followed by a number means and refers to the specified Article or Section of this Direction.

### **ARTICLE 2 INTRODUCTION**

#### **Section 2.1 Relationship between TDSB and TLC.**

The TDSB, as the sole shareholder of the TLC, hereby directs, the TLC to provide the Services in accordance with this Direction.

#### **Section 2.2 Purpose of this Direction.**

This Direction:

- (a) establishes objectives and principles of governance for the TLC;
- (b) establishes the Services that the TLC will provide for the TDSB;
- (c) establishes provisions for the accountability of the TLC to the TDSB; and
- (d) constitutes, in part, a declaration by the TDSB pursuant to Section 108(3) of the

OBCA that restricts in part the powers of the directors of the TLC to manage or supervise the management of the business and affairs of the TLC.

## **ARTICLE 3**

### **OBJECTIVES AND PRINCIPLES**

#### **Section 3.1 Shareholder Objectives**

The TDSB's objectives in entering into this Direction with the TLC are to assist the TDSB in its delivery of a strong public education system and align TLC objectives with the TDSB Multi-Year Strategic Plan by:

- (a) maximizing monetary and non-monetary value to the TDSB through strategic management and facilitating the optimal use of its Real Estate Portfolio by reconfiguring, integrating, redeveloping and/or improving the quality or modernization of the facilities located on those lands;
- (b) representing TDSB's interest in a proactive, strategic manner, and responding to development applications, municipal and provincial initiatives, land use policies and legislation, land use planning and market trends and other matters that impact TDSB's Real Estate Portfolio and pupil accommodation needs;
- (c) ensuring TDSB's interests are accounted for in establishing and maintaining community joint ventures and third party partnerships related to its Real Estate Portfolio and community interests;
- (d) providing impartial, strategic, innovative, and proactive advice, and relying on specialized expertise;
- (f) mitigating financial risks to the TDSB in connection with the delivery of Services;
- (g) being accountable to TDSB for achieving projected results, including developing Key Performance Indicators to measure TLC's performance and complying with the provisions and intent of this Direction; and,
- (h) providing effective and timely communication with TDSB along with internal teams and external stakeholders.

#### **Section 3.2 Principles Governing the TLC.**

To guide decision-making and strengthen accountability to TDSB's fiduciary responsibilities in the stewardship of its Real Estate Portfolio, the TLC will conduct its affairs in a manner consistent with the following principles:

- (a) that TDSB lands are to be preserved as public assets to the maximum extent possible;
- (b) that TDSB's delivery of a strong public education system in the future includes continuous modernization of TDSB schools;
- (c) that maximizing TDSB land value extends beyond financial value and is to include community and social value;

- (d) that TDSB must be kept Financially Whole when developing local and sustainable public service programs on TDSB Real Estate Portfolio which supports the partnerships and community hub model;
- (e) that TLC advocate for appropriate land use planning and provide for educational facilities which are sustainable and provide a secure and healthy physical environment for learning and teaching in communities throughout the City of Toronto;
- (f) that TLC be guided by the TDSB Multi-Year Strategic Plan and other applicable TDSB Plans, policies and procedures;
- (g) that TLC achieve the objectives of the TDSB, while protecting the interests of the TDSB;
- (h) that TLC conduct its affairs in a transparent and public spirited way, recognizing that, in many cases, the Real Estate Interests within the Real Estate Portfolio are important to the communities in which they are located; and,
- (i) that TLC work with communities, local politicians and stakeholder organizations to ensure they have a meaningful opportunity to comment on and participate in significant projects, initiatives or other matters being undertaken by the TLC.

The TLC will be responsible for determining the appropriate balance among the foregoing principles and causing the TLC to conduct its affairs in accordance with same, and will be accountable to the TDSB for how this balance is achieved.

## **ARTICLE 4**

### **OPERATION AND CONTROL OF THE TLC**

#### **Section 4.1 TLC Board.**

Subject to any matters requiring approval of the TDSB pursuant to this Direction or any other restrictions set out herein, the TLC Board will supervise the management of the business and affairs of the TLC and carry out the following specific matters:

- (a) develop and approve the Strategic Plans and the Annual Plan consistent with the provisions of this Direction and the TDSB Multi-Year Strategic Plan for approval by the TDSB Board;
- (b) evaluate its strategic direction and ensure alignment with TDSB;
- (c) set and approve the annual TLC Budget and recommend approval by the TDSB Board in accordance with the TDSB annual budget cycle;
- (d) adhere to applicable TDSB policies and procedures and develop TLC policies and procedures (subject to TDSB Board and staff approval) consistent with the provisions of this Direction, the *Education Act*, and all other relevant legislation;
- (e) negotiate and execute, on behalf of the TDSB, all business and operational affairs which are necessary or desirable in order to permit the TLC to carry out the Services as defined and identified in this Direction, save and except for those items which are or relate to Transactions Requiring Consent, in which case prior approval of the TDSB will be required



pursuant to the terms hereof;

- (f) manage and direct all TLC human resource and employee-relations matters in accordance with TDSB Employee Services policies, procedures, terms and conditions of employment and/or any collective agreements. The TLC shall consult with the TDSB concerning employees covered by all applicable collective agreements and terms and conditions of employment in order to ensure their consistent application between the TLC and the TDSB. Any exceptions to TDSB policies require TDSB Board approval. Any exceptions to TDSB procedures, and TDSB terms and conditions of employment require Director of Education approval.
- (g) establish the TLC Board committee structure, as well as associated terms of reference for each committee. The terms of reference will include, among other things, a requirement that each Committee have at least one TDSB Trustee Director as a member;
- (h) ensure that the TLC operates in a manner consistent with applicable industry best practices; and
- (i) evaluate its performance every three to five years.

The Executive Officer, TLC, will be responsible and held accountable to achieve the objectives and goals of the TLC Board.

#### **Section 4.2 Composition of the TLC Board.**

The TLC Board will be composed of ten (10) Directors. Of these, four (4) will be Trustees and six (6) will be individuals who are not Trustees ("Citizens"). The Director of Education or any person designated by the Director of Education, and the TDSB Board Chair, shall be entitled to attend all TLC Board meetings and to receive all notices of such meetings and all reports and other correspondence which are distributed to members of the TLC Board.

#### **Section 4.3 Appointment of TLC Board Members.**

- (a) The four (4) TLC Board positions to be occupied by Trustees will be appointed by the TDSB.
- (b) The six (6) TLC Board positions to be occupied by Citizens will be nominated by an approved TLC committee, approved by the TLC Board, and ratified by the TDSB. In selecting nominees to fill these positions, the TLC Committee will consider expertise of candidates in areas related to the TLC Services to be provided.
- (c) The Chair of the TLC Board will be appointed by the TDSB from the Citizen Directors of the TLC Board.
- (d) Directors of the TLC Board who are Trustees shall serve for a term ending on the earlier of the date which is two (2) years after their appointment and the end of their term of office as Trustees. Directors of the TLC Board who are Citizens shall serve for a term of three (3) years and may be appointed for a second three (3) year term. No Director of the TLC may serve more than two (2) consecutive terms unless authorized by the Trustees of TDSB. The Citizen and Trustee Director terms of office will be staggered to ensure continuity.

- (e) To be eligible to be a Director of the TLC, an individual must not be disqualified from being a director under the OBCA, and shall be a resident Canadian as defined in the OBCA.
- (f) If a Director of the TLC ceases to be a Director for any reason, the TDSB will fill the vacancy created thereby as soon as reasonably possible.

#### **Section 4.4 Remuneration.**

The remuneration of the Directors of the TLC will be as determined by the TDSB from time to time. The TLC will reimburse Directors for all reasonable and allowable expenses in accordance with TDSB and TLC expense policies and procedures. In the event of a conflict between TDSB and TLC policies, the TDSB policies shall prevail.

#### **Section 4.5 Removal of Directors**

A Director may be removed from the TLC Board in accordance with the OBCA. The reasons for such removal may include, but are not restricted to:

- (a) breach of the Director's obligations under the OBCA;
- (b) conflict of interest that cannot be resolved in any other manner satisfactory to the TLC Board;
- (c) engagement in activities that are deemed by the TLC Board to have an adverse impact on the duties of such Director as a TLC Board member;
- (d) absence from three consecutive meetings of the TLC Board without obtaining approval of the TLC Board;
- (e) ceasing to meet the eligibility criteria of a TLC Board member as described herein; and
- (f) any removal of a Director by the TDSB pursuant to Section 122 of the OBCA.

#### **Section 4.6 Conflict of Interest**

The Directors and officers of the TLC will strictly abide by the requirements of the OBCA and the *Municipal Conflict of Interest Act*, and all other applicable statutes or requirements of law in respect of conflicts of interest, as well as any related TDSB or TLC policy or procedure, including any requirements in respect of disclosure and abstention from voting. In the event of a conflict between TDSB and TLC policies, the TDSB policies shall prevail.

#### **Section 4.7 Confidentiality**

The Directors and officers of the TLC will ensure that no confidential information of the TDSB is disclosed or otherwise made available to any Person, except to the extent that:

- (a) disclosure to the TDSB or TLC or their employees or agents is necessary for the performance of any of their duties and obligations under this Direction or is otherwise required by the TDSB;



- (b) disclosure is required in the course of judicial proceedings or pursuant to law; or the confidential information becomes part of the public domain (other than through unauthorized disclosure by any party),

and the TLC will abide by all terms of all applicable statutes and requirements of law pertaining to privacy and access to information.

#### **Section 4.8 Shareholder Matters**

- (1) Authorizations of the TDSB generally.

The following will apply to any authorizations or decisions that the TDSB must provide:

- (a) where TDSB authorizations or decisions are required, the TLC will give reasonable advance notice in writing of the need for such authorization and will provide such information as is reasonably necessary for the TDSB to make an informed decision;
  - (b) where TDSB authorizations or decisions are required, such authorizations or decisions shall be made by way of written Board resolution, or by the Director of Education if approval or decision making authority has been delegated to the Director of Education by written TDSB Board resolution; and
  - (c) the TLC shall be entitled to rely upon any direction, approval or authorization provided by the Director of Education from time to time on these specific matters.
- (2) Where TDSB Authorization Required Under OBCA.

The TLC will not, without the authorization of the TDSB, enter into any transaction or take any action that requires shareholder approval pursuant to the OBCA, including without limitation, the following actions:

- (a) apply to make changes to the articles of incorporation of the TLC;
- (b) amalgamate, apply to continue as a body corporate under the laws of another jurisdiction, merge, consolidate or effect a reorganization as defined in the OBCA, or approve or effect any plan of arrangement, in each case whether statutory or otherwise;
- (c) take or institute proceedings for any winding up, arrangement or legal reorganization or dissolution;
- (d) create new classes of shares or reorganize, consolidate, subdivide or otherwise change its outstanding securities;
- (e) dispose of, by conveyance, transfer, lease, sale and leaseback, or other transaction, all or substantially all of its assets or undertaking;
- (f) change the Auditor; or
- (g) make any change to the number of Directors comprising the TLC Board.

(3) Other Matters Requiring TDSB Authorization.

Without the authorization of the TDSB, the TLC will not:

- (a) appoint new Directors to fill vacant positions on the TLC Board;
- (b) pass or amend any by-laws
  - (A) with respect to the composition or number of Directors or the term of Directors; or
  - (B) that are inconsistent with this Direction;
- (c) alter the remuneration of the Executive Officer beyond the Executive Compensation provided to an Associate Director of Education; or
- (d) enter into, or agree to enter into, any agreements that constitute a Transactions Requiring Consent referred to in Section 6.1.

**Section 4.9 Other Legislation**

In the event any provision of this Shareholder Direction/any other direction of the TDSB conflicts with applicable legislation and/or regulation, the latter shall prevail.

**Section 4.10 Communication between TLC and the Shareholder**

The TLC will ensure that there is effective and consistent communication between the TDSB and the TLC through the following means:

(1) Board to Board

- (a) TLC reports will be submitted to the TDSB through its Planning and Priorities Committee (or its successor committee), or to an appropriate Committee as determined by the TDSB Chair and/or Director of Education; and
- (b) TLC Board will report quarterly to the TDSB Board highlighting key activities and achievements.

(2) Executive Officer –Director of Education

The Director of Education may provide advice, direction and guidance, in accordance with Board resolution, on matters of significance to TDSB. The Executive Officer and Director of Education will collaborate and have open discussions and regular communication.

(3) TDSB – TLC Executive Committee

An executive committee consisting of the Chair, TDSB, Chair, TLC, Director of Education, and Executive Officer will be established to facilitate communication and collaboration.

#### (4) Strategic Plan

The TLC will develop its long-term plan ("TLC Strategic Plan") in accordance with the TDSB's Multi-Year Strategic Plan and its long-term programming requirements, to be submitted to the TDSB Board for approval. The TLC Strategic Plan will be updated to include changing objectives and priorities of the TDSB during the period covered by the TLC Strategic Plan or whenever the TDSB updates its strategic plan. Reporting of the TLC Strategic Plan will be within three months of the approval of TDSB's Multi-Year Plan. The TLC will review the TLC Strategic Plan every four years.

#### (5) Annual Plan

The TLC will submit its Annual Plan to the TDSB Board for approval. The Annual Plan will satisfactorily support all operations under the TLC's direction and will be in alignment with TDSB's budget cycle for the next Fiscal Year. A finalized Annual Plan will be adopted not later than thirty (30) days before the beginning of the Fiscal Year to which it relates (such finalized plan being hereinafter referred to as the "Annual Plan"). The TLC will also report annually on its results and achievements set out in the previous year's Annual Plan, including financial and key performance targets.

### **ARTICLE 5 PROVISION OF SERVICES**

#### **Section 5.1 Appointment of TLC as Agent and Advisor**

Subject to the terms and conditions herein, and any subsequent services as required by the TDSB, the TDSB hereby appoints the TLC and the TLC hereby accepts such appointment, as the TDSB's agent and authorizes the TLC to exercise such powers as may be necessary or appropriate for the performance of the TLC's obligations of providing or procuring the Services.

For those matters for which TLC is not Agent, TLC will act as Advisor to consult and provide recommendations as appropriate to the TDSB.

#### **Section 5.2 Project Management and Consulting Services**

The TLC will provide such additional consulting and/or project management services (the "Project Management and Consulting Services") as may be requested from time to time by the TDSB. The Project Management and Consulting Services may include, by way of example, supervision of capital projects, redevelopment of properties owned by the TDSB, or representation of the TDSB in joint venture opportunities with other public or private sector entities. These services may be provided by the TLC as agents for and on behalf of the TDSB or in the capacity of consultants. These services may relate to one or more of the Properties, but may also relate to other properties, whether or not owned by the TDSB, which are not Properties for the purposes of this Direction.

The scope of such services shall be determined by the TDSB after discussions between the TDSB and the TLC. Such discussion shall take into consideration the resources available to the TLC, the demands on those resources in providing the other Services under this Direction, and the impact on the Annual Budget.



### **Section 5.3 Notice of Legal Proceedings**

The TLC shall promptly give notice to the General Counsel of the TDSB of any statement of claim, legal proceeding, or other legal documents which provide notice of, originate, or continue any proceeding which has an impact upon the value of any Property or which establishes, claims or alleges liability of the TDSB and/or the TLC.

If it is not an insured claim under the TDSB's or TLC insurance policies, the TLC shall retain counsel for the purpose of defending any action or other proceeding provided that (i) the estimated cost of legal fees is contained in the current Annual Plan and (ii) the action or other proceeding is a "Routine Proceeding". The TLC shall not commence any legal action or other proceeding until it has received the written approval of the General Counsel of the TDSB.

### **Section 5.4 Disposition Properties**

The TDSB will, from time to time, identify Properties which it has determined should be disposed of, and will, after having declared such Properties to be surplus by way of a resolution pursuant to Section 194(3) of the *Education Act*, notify the TLC that such determination has been made via a formal communication from the Executive Officer, Governance and Board Services, on behalf of the Chair of the TDSB. Properties identified in any such notice are referred to herein as "Disposition Properties". The TLC will provide such assistance as the TDSB may request to enable it to make such determination, including providing economic and statistical data, as well as market valuations and projections relating to specific Properties.

#### **(a) Compliance with Regulation 444**

The notice provided by the TDSB to the TLC pursuant to Section 5.4 will specify whether the Disposition Property has been the subject of a proposal pursuant to the procedure specified in Regulation 444 (a "Reg 444 Proposal"), and if it has, the outside date by which the TDSB is permitted to sell such Disposition Property to a third party without issuing another Reg 444 Proposal (the "Outside Sale Date"). If a Reg 444 Proposal has not been issued for such Disposition Property, or if it has been issued but the Outside Sale Date is not, in the TLC's opinion, sufficiently distant to permit the TLC to properly dispose of the Disposition Property before such Outside Sale Date, then, in either case, the TLC will issue or cause to be issued a Reg 444 Proposal for such Disposition Property.

If, as a result of a Reg 444 Proposal, a Disposition Property is to be sold to one of the bodies specified in Regulation 444, then the TLC will be responsible to negotiate, resolve, execute and deliver, as agent for and on behalf of the TDSB, such agreements and other instruments as may be necessary or desirable to sell and convey such Disposition Property and to complete all related transactions pursuant to the *Education Act* and other applicable legal requirements.

#### **(b) Disposition Parameters**

Where appropriate, the TDSB will specify disposition parameters, (the "Disposition Parameters") specific to each Disposition Property at the time of surplus declaration. Such parameters will be adhered to in the disposition of the Disposition Property to a third party purchaser (other than a

named purchaser pursuant to Regulation 444). Once the Disposition Property is declared surplus and transferred to the TLC, the TLC must comply with all regulatory disposition parameters and is authorized to negotiate and execute all agreements necessary to conclude the disposition. In disposing of a surplus property through the open market process, TLC will advance TDSB's commitment to strong and vibrant communities.

### **(c) Limitations on Disposition**

The TLC shall not sell, transfer or otherwise dispose of any interest in any of the Properties (other than Leases as provided in this Direction) or enter into any agreement or option which would oblige the TLC or the TDSB to do so, unless the procedure outlined in this Article is followed or the approval of the TDSB has otherwise been provided.

## **ARTICLE 6 PROVISION OF SERVICES GENERALLY**

### **Section 6.1 Transactions Requiring Consent**

Notwithstanding the authority granted to the TLC under this Direction, there are certain transactions and agreements in respect of which the prior written approval of TDSB will be required. These are referred to herein as "**Transactions Requiring Consent**" and include the following:

- (a) Leases, or renewals or amendments of Leases which
  - (i) a current TDSB policy does not already apply;
  - (ii) do not adhere to the current Annual Plan; or
  - (iii) do not contain the Early Termination Clause;
- (b) Contracts or agreements of any sort which
  - (i) a current TDSB policy does not already apply;
  - (ii) do not adhere to the current Annual Plan; or
  - (iii) are Major Contracts; and
- (c) such other types and categories of transactions and agreements which require the approval of the TDSB under the terms of this Direction, applicable TDSB policy and procedure, including but not limited to leases in accordance with TDSB procedure relating to delegating of signing and approval authority, or which the TDSB may identify by notice in writing to the TLC from time to time.

### **Section 6.2 Standard of Care**

The parties hereto acknowledge and agree that the standard of care to be exercised by the TLC in providing the Services pursuant to this Direction shall be the standard of care that a reasonably skillful and prudent owner of properties similar to the Properties would apply in administering such



assets.

### **Section 6.3 Best Practices**

The TLC Board shall, as part of their duties hereunder, develop and implement policies and procedures which are reflective of the principles and objectives set out in this Direction and of applicable best practices in the industry, in various areas, including but not limited to:

- (a) conflict of interest by Directors; and
- (b) competitive bidding or tendering processes designed to procure optimal pricing, in a transparent and efficient manner, for all transactions in which TLC is engaged, including leasing of Properties, sale of Disposition Properties, and procurement of goods and services used or consumed by TLC;

### **Section 6.4 Service Level Agreement**

TDSB staff in discussion with TLC staff shall develop an updated Service Level Agreement. The Service Level Agreement will be relied upon to delineate actual service levels relating to certain functions including but not limited to: finance, facilities, human resources, IT, payroll and benefits.

### **Section 6.5 Limitations Re Contributions**

The TLC is not permitted to:

- (a) make any donations or contributions to any charity or charitable organization, whether registered or otherwise, other than to the TDSB; and
- (b) make any contributions to or endorse any political party, candidate, or campaign.

### **Section 6.6 Execution and Delivery of Instruments; Power of Attorney**

Subject to Section 6.1, the TDSB hereby authorizes the TLC to execute and deliver, in its capacity as agent for and on behalf of the TDSB, all contracts, Leases, amending and extension agreements, deeds, transfers, assignments, certificates, declarations, directions, authorizations and other instruments as may be necessary or desirable, in the opinion of the TLC, from time to time to permit the TLC to provide the Services and carry out its duties as contemplated under this Direction. The TDSB will execute and deliver to the TLC from time to time as the TLC may request, any confirmation of the foregoing authorization, and of the agency relationship established hereby, and any power of attorney, in each case as the TLC may determine to be advisable.

### **Section 6.7 Agency Relationship; Cost and Expenses**

Every action taken by the TLC in providing the Services under the provisions of this Direction shall be done as an agent of the TDSB with the authority to bind the TDSB, subject to Section 6.1 except as otherwise provided herein. Except as specifically provided herein to the contrary, all obligations and expenses incurred in providing the Services pursuant to and in accordance with the provisions of this Direction shall be for the account, on behalf, and at the expense of the TDSB.

## **Section 6.8 Employees**

All employees of the TLC (excluding employees of the TDSB seconded to the TLC) will be employees solely of the TLC and will not be employees of the TDSB. TLC will manage, direct and execute all human resources and employee relations matters with employee remuneration to be reflected in the TLC Annual Plan.

The TDSB will provide for TLC staff the opportunity to enroll in all TDSB plans subject to provider approval.

## **Section 6.9 Mutual Release**

Each of the TLC and the TDSB irrevocably releases and forever discharges the other and, where applicable, each of their respective directors, officers, trustees, agents and employees (collectively the "Releasees") from all actions, causes of action, suits, debts, covenants, liabilities, damages, demands and all other claims which either party ever had, now has, or may hereafter have against the Releasees for any causes whatsoever (collectively "Claims"). Each of the TLC and the TDSB further agrees not to commence any action, proceeding, suit or claim (including any cross-claim, counterclaim, third party action or application) which respect to any Claims or against any Person who may claim contribution or indemnity against the Releasees.

## **Section 6.10 Indemnification of Directors and Officers**

TDSB will indemnify:

- i) Any director or officer of the TLC;
- ii) Any former director or officer of the TLC;
- iii) Any individual who acts or acted at the TLC's request as a director or officer of a body corporate of which the TLC is or was a shareholder or creditor; and
- iv) Their respective heirs and legal representatives;

to the fullest extent that such Persons may be indemnified by the TLC pursuant to the OBCA. TDSB may execute agreements in favour of any of the foregoing Persons evidencing the terms of this indemnity. Nothing in this Section limits the right of any Person entitled to indemnity to claim indemnity apart from the provisions of this Section.

## **ARTICLE 7 ASSIGNMENT; DELEGATION; RENEWAL**

### **Section 7.1 Assignment by TLC; Delegation of Duties**

- (a) The TLC shall not assign its interest in this Direction without the prior written consent of the TDSB. The TLC shall, at all times during the term and any renewal term under this Direction, be a wholly-owned subsidiary of the TDSB.
- (b) The TLC shall be entitled to enter into arrangements with one or more other asset managers,

advisors, professionals, consultants or other Persons for the provision of services and/or to delegate some or all of its duties and authorities under this Direction, provided the cost of same is in accordance with the current Annual Plan.

- (c) To the extent that any of the Services to be provided by the TLC hereunder are required by law to be provided by a Person with any license, permit, or authorization from any Governmental Authority, and where the TLC does not possess such license, permit or authorization, it is the intention of the TDSB and the TLC that the TLC will arrange to have such Services provided by a Person who does possess such license, permit, or authorization.

## **Section 7.2 Automatic Renewal**

The term of this Direction shall commence on the Effective Date and shall expire on the fifth (5th) anniversary thereof, provided, however, if this Direction has not been terminated by not less than twelve (12) months' written notice from the TDSB on or before such fifth (5th) anniversary, then this Direction shall be automatically renewed for successive two (2) year periods, until terminated by the TDSB on not less than twelve (12) months written notice.

## **ARTICLE 8 GENERAL**

### **Section 8.1 Notices.**

All notices which may or are required to be given herein or pursuant to this Direction shall be in writing and shall be given personally by serving the same upon any officer of the party to be served or by transmitting same by facsimile or by delivering same by courier:

- (1) To the Toronto District School Board (TDSB) at:

5050 Yonge Street  
Toronto, Ontario  
M2N 5N8

Attention: Director of Education

Fax No.: (416) 393-8973

- (2) To the Toronto Lands Corporation at:

201 – 60 St. Clair Ave. East  
Toronto, Ontario  
M4T 1N5

Attention: Executive Officer

Fax No.: (416) 393-9928

or such other addresses as the Parties may advise by notice in writing and any such notice shall be deemed to have been received and effectively served, if sent by courier, the second Business Day following the day on which it is sent and if served personally or sent by facsimile, on the day of



delivery (or if such is not a Business Day, on the first Business Day following), provided that, if notice is given by way of fax, notice will be deemed to be ineffective for purposes of this Direction unless the original is delivered by courier within three (3) Business Days afterward.

## **Section 8.2 Governing Law**

This Direction shall be governed, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **Section 8.3 Counterparts**

This Direction may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

## **Section 8.4 Amendments**

This Direction may be amended solely at the discretion of the TDSB. The TDSB will provide written notice to the TLC not less than thirty (30) days prior to making any amendment to this Direction.

## **Section 8.5 Negation of Partnership or Joint Venture**

Nothing in this Direction shall constitute or be construed to constitute or create a partnership, joint venture, or lease between the TDSB and the TLC.

Dated at Toronto this 8<sup>th</sup> day of, February 2019, as amended and restated.

### **TORONTO DISTRICT SCHOOL BOARD**

Per: 

Name: John Malloy

Title: Director of Education

Per: 

Name: Robin Pilkey

Title: Chair, TDSB

The TLC acknowledges the content of this Direction and agrees to be bound by its provisions.

Dated at Toronto this 8<sup>th</sup> day of February 2019, as amended and restated.

**TORONTO LANDS CORPORATION**

Per: 

Name: Daryl Sage

Title: Executive Officer

Per: 

Name: David Crombie

Title: Chair