



Community Planning and Facility Partnership

Board Received: October 24, 2016

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Policy Statement:

The Grand Erie District School Board supports and encourages cooperative and collaborative partnerships for Facility Sharing. Grand Erie District School Board is committed to engaging community partners in planning to share facilities to the benefit of the Board, students and the community and to optimize public use of assets owned by the Board.

Accountability:

1. Frequency of Reports – As needed
2. Criteria for Success – Community Partnerships are encouraged

Background:

The Grand Erie District School Board owns and operates several educational facilities. The Board may, from time to time, have unused space in one or more facilities and recognizes the need for co-operative use of facilities. Offering space in a school to partners can strengthen the role of schools in communities, provide a place for programs and facilitate the coordination of, and improve access to, services for students and the wider community. The intent of this policy is to:

- Improve services and supports available to students;
- Reduce facility operating costs for the Board;
- Strengthen relationships between the Board and community partners and the public;
- Maximize the use of public infrastructure through increased flexibility and utilization; and
- Provide a foundation for improved service delivery for communities.

Guidelines:

Where available space has been identified for partnership opportunities or where co-build opportunities have been identified, the following principles will be the primary consideration when identifying suitable partnerships.

1. Partnerships will be encouraged if they meet the following criteria:
 - 1.1. Health and safety of students and staff is protected and not compromised;
 - 1.2. The Board student achievement strategy is not compromised;
 - 1.3. The partnership will respect the values of the Board;
 - 1.4. The partnership provides value to students/community
 - 1.5. The Partnership is in compliance with local bylaws, Board policies and the Education Act
 - 1.6. The Partnership is appropriate for a school setting

- 1.7. The Partnership will reduce facility operating costs for the Board.
2. Operation and maintenance of the space will be carried out by the Board on a full cost recovery basis or will be mutually beneficial and reciprocal to the Board and the partner. Any renovations required by the partner to effectively use the space must be approved by the Board and funded by the partner.
3. Entities that provide competing education services such as tutoring, JK-12 private schools or private colleges, and credit-offering entities that are not government-funded are not eligible.

Selection of Space in Schools:

Through the Quality Accommodations Committee planning process, Grand Erie DSB will be able to forecast which facilities may be suitable for facility partnerships.

In order for schools to be able to accommodate a partnership, they must meet the following criteria:

- 200 or more excess pupil places are forecast for at least the next five years.
- The facility is at 60% utilization or less.
- Facility is not located within an area identified for a school accommodation review during the next five years from the time the space is identified as available.
- Space is not required for Board programming.
- Separate access is available.
- Student safety is not compromised
- Accessibility needs of the partner can be accommodated
- The partners use is permitted by zoning and site use restrictions
- Any other criteria as determined by the Board.

Community Planning and Facility Partnership Notification Process:

Potential space available for partnership consideration will be identified from analysis within the Board's Quality Accommodations Planning. Available space will be identified on the Grand Erie DSB website and circulated to entities including, but not limited to, those listed in Ontario Regulation 444/98 and Grand Erie's community partners. Information will include timelines for facility partnership agreements.

Grand Erie District School Board will hold a public meeting annually to discuss potential planning and partnership opportunities with the public and community organizations. In addition to the annual public meeting, Grand Erie DSB will continue discussions with municipalities within the geographic area of the Board and other community partners to explore options to address underutilized space issues in schools.

These discussions will inform proposals that staff may present to the Board of Trustees, including recommendations to undertake a pupil accommodation review process. As part of the planning process, when considering building a new school or undertaking a significant addition or renovation, Grand Erie DSB will notify the entities including, but not limited to, those listed in Ontario Regulation 444/98 one to three years prior to the potential construction start date in order to provide these organizations with the opportunity to co-build with Grand Erie DSB.

Screening of Partners:

Due diligence is key to the screening of potential partners. Before entering into a facility partnership, the Board must assess the expectations of the partnering organization(s) and determine that the partnering organization(s) meet the community standard for a suitable association with the school and/or Board. Screening will include, but may not be limited to:

- the reason for the organization's interest in partnering with the school and/or the Board
- the organization's ownership and history
- the nature of product or service of the partnering organization
- the key contact within the partnering organization
- the authority of the key contact to bind that organization
- the financial status of the organization

Glossary of Key Policy Terms:

Community Partners

Community non-profit or profit entities who express interest in participating in Facility Partnership Agreements that are deemed eligible by the Board.

Facility Partnership Agreement

A legal, contractual agreement outlining expectations between a school, the Board and a community entity. The legal document outlines the terms and conditions of the facility partnership and complies with all existing Grand Erie DSB policies and procedures. The Agreement is signed by all parties prior to implementation.

Facilities

Buildings and properties owned by the Grand Erie District School Board.

For-Profit Organizations

Commercial entities, which by the nature of their business, generate a profit for an individual, groups of individuals or a corporation.

Entities

Businesses, associations, private and public sector organizations and institutions who express interest in becoming eligible partners.

Quality Accommodations Planning

A comprehensive planning document illustrating the condition and utilization of current facilities and possible accommodation solutions designed to enhance student achievement.

Non-Profit Organizations

Organizations that do not generate profit, or by the nature of their business function, generate profit on a cost-recovery basis.

Partnerships

Partnerships are mutually-beneficial relationships and supportive arrangements between the Board and business, labour, community and government agencies. Partnerships are cooperative relationships in which partners share values, objectives and facility resources.

Procedures:**1.0 Identification of Potential Spaces:**

1.1 The Superintendent of Business & Treasurer will identify where new schools or additions may be needed, which schools will remain well-utilized, which open and operating schools may have unused space, and which schools may be candidates for consolidation or closure. The Superintendent of Business & Treasurer (or designate) will review projected enrolment and determine space in each school that is not anticipated to be required for educational purposes for the subsequent five-year period.

1.2 This information will be used to identify facilities that may be suitable for facility partnerships with respect to new construction and unused space in schools. This information also provides an opportunity to consider potential surplus properties in which community partners may be interested.

1.3 The Superintendent of Business & Treasurer (or designate) will identify facilities that can accommodate partnerships based on the criteria set out in this policy

1.4 Schools that have space considered suitable for a partnership opportunity will be identified and a report will be made to the Board of Trustees to approve the facilities for potential partnerships.

1.5 The school principal will advise the School Council that the Board has approved the school for potential partnership opportunities.

2.0 Communication to the Community:

2.1 The Superintendent of Business & Treasurer (or designate) will share the results of the Identification of Potential Spaces with community partners, including but not limited to, those listed in Ontario Regulation 444/98.

2.2 The Superintendent of Business & Treasurer (or designate) will have posted on the Grand Erie DSB's website information regarding:

- any intention to build new schools;
- any intention to undertake Major Construction/Renovation Projects;
- information regarding unused space in open and operating schools and administrative buildings.

2.3 Information about available space in schools for facility partnerships will be updated on the website annually after the Board has received and reviewed the Quality Accommodations Committee Report each spring.

2.4 Information about co-building opportunities will be updated on the website, as needed.

2.5 The Superintendent of Business & Treasurer and Facility Partnership Liaison will be listed on the website as the contact for information and questions regarding facility partnerships.

3.0 Annual Planning and Facility Partnership Meeting:

3.1 The Superintendent of Business & Treasurer will organize an annual public meeting to discuss potential planning and facility partnership opportunities.

3.2 Invitations will be sent directly to community entities including, but not limited to, those listed in Ontario Regulation 444/98.

3.3 When inviting entities on the notification list to the Annual Public Meeting, the invitation must clearly request that organizations be prepared to bring relevant planning information including, but not limited to:

- population projections;
- growth plans;
- community needs; and
- land-use and green space/park requirements.

3.4 The meeting will be posted on Grand Erie DSB's website for the public.

3.5 The invitation list, the organizations in attendance at the Annual Public Meeting and all correspondence exchanged at the meeting will be formally documented.

4.0 Notification to Community Partners:

4.1 The Superintendent of Business & Treasurer (or designate) will post information on the Board website and notify entities on the Notification List when the Grand Erie DSB is considering building a new school or undertaking a significant addition or renovation. Organizations interested in placement on the Notification List or organizations who are interested in partnering with the Board to use existing space within a school are encouraged to contact the Executive Assistant to the Superintendent of Business at extension 281134.

4.2 Entities on the Notification List will be notified of the consideration to build a new school or undertake a renovation one-to-three years prior to the potential construction start date.

4.3 The Superintendent of Business & Treasurer (or designate) will evaluate all expressions of interest to select a partner(s) based on this Policy.

4.4 The Superintendent of Business & Treasurer (or designate) will ensure that all timelines are clear to potential partners and will ensure that timelines are maintained.

4.5 Partnership Agreements cannot be finalized until both the Grand Erie DSB and the partner(s) have an approved source of funding.

5.0 Sharing Space with Community Partners:

5.1 If identified space is both suitable for facility partnerships and is available for the long-term, the Superintendent of Business & Treasurer (or designate) will seek Board approval to declare the space surplus and circulate the space for lease through O. Reg. 444/98. In addition, the following community partners will be notified:

- a. United Way;
- b. existing child care operators; and
- c. other entities, as requested.

5.2 If the space is suitable for facility partnerships, but is not surplus to the Board's needs, the Superintendent of Business & Treasurer (or designate) will follow the notification process as outlined in Section 4.0 of this policy.

5.3 The Superintendent of Business & Treasurer (or designate) will provide information regarding the available space including, but not limited to, size, location, facility amenities and required renovations, if needed.

5.4 The Superintendent of Business & Treasurer (or designate) will evaluate Expressions of Interest to select partners.

6.0 Facility Partnership Agreements and Cost-Recovery:

6.1 Partners will be provided with clear instructions regarding their rights and responsibilities as tenants, including maintenance standards and the applicability, or the lack thereof, of Board user policies, including accessibility and inclusiveness policies.

6.2 On a cost-recovery basis, the fees charged to partners should cover the operations and capital costs, including administrative costs and property taxes (if applicable), to the space occupied by the partner unless otherwise approved by the Board.

6.3 In co-building, partners will be required to pay for and finance their share of construction, including a proportional share of joint-use or shared space.

6.4 If a partner expresses interest in a space at an existing school, a draft lease will be prepared, including all fees and lease costs.

6.5 The lease will include lessee covenants providing for:

- a. term of the lease, which must be, at a minimum, two years but no more than five years;
- b. Board named as an insured on lessee's insurance;
- c. use of the leased premises;
- d. hours of operation;
- e. compliance with legislation;
- f. improvements or alterations to the building;
- g. property taxes, if applicable;
- h. maintenance;
- i. circumstances in which the lease may be terminated by either party;
- j. recovery of all costs related to the space, including utilities, snow ploughing, etc.;
- k. recovery of caretaking costs, if applicable;
- l. administrative costs in the amount of 5% of the above;
- m. major repairs and maintenance costs;
- n. a conflict resolution process; and
- o. other clauses, as deemed applicable.

6.6 The draft lease agreement will be reviewed by the Board's solicitor and the partner.

7.0 New Facilities and Significant Renovations:

7.1 When the Board is considering building a new school, an addition to a school or a significant renovation to a school, it will issue a Request for Interest (RFI) to potential partners through the Board's website and local media.

7.2 Site size, topography, and other restrictions may limit partnership opportunities. The Board will evaluate each capital construction opportunity on a case-by-case basis to determine whether a partnership may be appropriate and advantageous to the Board.

7.3 Parties expressing interest will be invited to an Information Session to discuss the project and their potential involvement.

7.4 Consideration must be given to the health and safety of students and staff, as well as the suitability of the partner and the proposed use.

7.5 The lease will include lessee covenants providing for:

- a. term of the lease, which must be, at a minimum, five years, but no more than ten years;
- b. Board as a named insured on lessee's insurance;
- c. use of the leased premises;
- d. hours of operation;
- e. compliance with legislation;
- f. improvements or alterations to the building;
- g. property taxes, if applicable;
- h. maintenance;
- i. circumstances in which the lease may be terminated by either party;
- j. recovery of all costs related to the space, including utilities, snow ploughing, etc.;
- k. recovery of caretaking costs, if applicable;
- l. administrative costs in the amount of 5% of the above;
- m. major repairs and maintenance costs;
- n. a conflict resolution process; and
- o. other clauses, as deemed applicable

7.6 Ministry of Education approval may be required under the Education Act, authorizing the transaction.

7.7 Co-building partners will be required to pay for and finance their share of construction costs, including a proportional share of joint-use or shared space.

7.8 For new construction or renovation projects, the lease term shall be for a period of no less than five years and no more than ten years. Renewals for periods of up to five years by mutual agreement are permitted.

7.9 The draft lease agreement will be reviewed by the Board's solicitor and the partner.

7.10 When the Superintendent of Business & Treasurer and the partner are satisfied with the terms of the lease/facility partnership agreement, it will be submitted to the Board of Trustees for approval.

8.0 Decision to Proceed/Not or Proceed with the Facility Partnership:

8.1 If there is a decision not to proceed with the facility partnership, the Superintendent of Business & Treasurer (or designate) will inform the applicant.

8.2 If there is a decision to proceed with the facility partnership, the Superintendent of Business & Treasurer (or designate) will prepare the required documentation (i.e., construction agreement, lease agreement, etc.).

9.0 Terminating Partnership Agreements:

Partnership Agreements can be terminated by any of the partnering organizations with appropriate notice of termination. Specifics related to the termination of partnerships must be detailed in the Partnership Agreement. Termination will be entertained only after the conflict resolution process has been exhausted.

The process and time frame for termination of a partnership will be included in the Partnership Agreement.