



# PROCEDURE

# FA-011

## COMMUNITY PLANNING AND FACILITY PARTNERSHIP

<b>Superintendent Responsible:</b> Superintendent of Business & Treasurer	<b>Initial Effective Date:</b> 2011/01/31
<b>Last Updated:</b> 2023/04/24	<b>Next Review Date:</b> 2027/02/23

### Purpose:

To:

- improve services and supports available to students
- reduce facility operating costs for Grand Erie
- strengthen relationships between Grand Erie and community partners and the public
- maximize the use of public infrastructure through increased flexibility and utilization
- provide a foundation for improved service delivery for communities

### Guiding Principles:

The Grand Erie District School Board (Grand Erie) owns and operates many facilities. Grand Erie 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 facility to partners strengthens relationships in communities, provides a place for programs and facilitates the coordination of and improved access to services for students and the wider community.

### 1.0 Criteria for Partnership

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.

- 1.1 Partnerships will be encouraged if they meet the following criteria:
  - 1.1.1 Health and Safety of students and employees is protected and not compromised.
  - 1.1.2 Grand Erie's student achievement strategy is not compromised.
  - 1.1.3 The partnership will respect the values of Grand Erie.
  - 1.1.4 The partnership provides value to students/community.
  - 1.1.5 The partnership is in compliance with municipal bylaws, Grand Erie's policies and procedures and the *Education Act*.
  - 1.1.6 The Partnership is appropriate for a school/facility setting.
  - 1.1.7 The Partnership will not increase facility operating costs for Grand Erie.
- 1.2 Operation and maintenance of the space will be carried out by Grand Erie and must operate on a full cost recovery basis unless mutually beneficial and reciprocal to Grand Erie and the partner. Any renovations required by the partner to effectively use the space must be approved by the Superintendent of Business and Treasurer and funded by the partner.
- 1.3 Entities that provide competing education services such as tutoring, K-12 private schools or private colleges, and credit-offering entities that are not government-funded are not eligible.

### 2.0 Selection of Space in Facilities:

- 2.1 Through Grand Erie's Long Term Accommodation Plan (LTAP), Grand Erie will be able to forecast which facilities may be suitable for facility partnerships.

- 2.2 In order for schools to be able to accommodate a partnership, they must meet the following criteria:
- 200 or more excess pupil spaces are forecasted for at least the next five years and/or the facility is at 60% utilization or less for the next two years
  - facility is not located within an area identified for an accommodation review during the next five years from the time the space is identified as available
  - space is not required for Grand Erie programming
  - separate access is available
  - student safety is not compromised
  - accessibility needs of the partner can be accommodated
  - partners' use is permitted by zoning and site use restrictions
  - any other criteria as determined by Grand Erie.
- 3.0 **Community Planning and Facility Partnership Notification Process:**
- 3.1 Potential space available for partnership consideration will be identified from analysis within Grand Erie's LTAP. Available space will be identified on the Grand Erie website ([www.granderie.ca](http://www.granderie.ca)) 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.
- 3.2 Grand Erie 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 will continue discussions with municipalities within the geographic area of Grand Erie and other community partners to explore options to address underutilized space issues in facilities.
- 3.3 As part of the planning process, when considering building a new school or undertaking a significant addition or renovation, Grand Erie 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.
- 4.0 **Screening of Partners:**
- 4.1 Due diligence is key to the screening of potential partners. Before entering into a facility partnership, Grand Erie 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 Grand Erie. Screening will include, but may not be limited to:
- the reason for the organization's interest in partnering with Grand Erie
  - the organization's ownership and history
  - the nature of the 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
- 5.0 **Identification of Potential Spaces:**
- 5.1 The Superintendent of Business and Treasurer (or designate) will identify where new schools or additions may be needed, which facilities may have unused space, and which facilities may be candidates for consolidation or closure. The Superintendent of Business and Treasurer will review projected enrolment and determine space in each facility that is not anticipated to be required for the subsequent five-year period.
- 5.2 This information will be used to identify facilities that may be suitable for facility partnerships with respect to new construction and unused space in facilities. This information also provides an opportunity to consider potential surplus properties in which community partners may be interested.

- 5.3 The Superintendent of Business and Treasurer will identify facilities that can accommodate partnerships based on the criteria set out in this procedure.
- 5.4 The Administrator(s) must advise the School Council if Grand Erie has approved the school for potential partnership opportunities.
- 6.0 **Communication to the Community:**
- 6.1 The Superintendent of Business and Treasurer 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*.
- 6.2 The Superintendent of Business and Treasurer will have posted on the Grand Erie website information regarding:
- any intention to build new schools
  - any intention to undertake major construction projects
  - information regarding unused space in facilities
- 6.3 Information about available space for facility partnerships will be updated on the Grand Erie website annually after Grand Erie has received and reviewed the LTAP each spring.
- 6.4 Information about co-building opportunities will be updated on the Grand Erie website, as needed.
- 6.5 The Superintendent of Business and Treasurer and the Community Use of Schools Coordinator will be listed on Grand Erie website as the contacts for information and questions regarding facility partnerships.
- 7.0 **Annual Planning and Facility Partnership Meeting:**
- 7.1 The Superintendent of Business and Treasurer will organize an annual public meeting to discuss potential planning and facility partnership opportunities.
- 7.2 Invitations will be sent directly to community entities including, but not limited to, those listed in *Ontario Regulation 444/98*.
- 7.3 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
  - land-use and green space/park requirements
- 7.4 The meeting will be posted on Grand Erie website.
- 7.5 The invitation list, the organizations in attendance at the Annual Public Meeting and all correspondence exchanged at the meeting will be formally documented. Meeting minutes will be taken and retained for current year plus three years (CY+3 year).
- 8.0 **Notification to Community Partners:**
- 8.1 The Superintendent of Business and Treasurer will post information on the Grand Erie website and notify entities on the Notification List when Grand Erie is considering building a new facility or undertaking a significant addition or renovation. Organizations interested in placement on the Notification List or organizations who are interested in partnering with Grand Erie to use existing space within a facility are encouraged to contact the Executive Assistant to the Superintendent of Business and Treasurer.
- 8.2 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.
- 8.3 The Superintendent of Business and Treasurer will evaluate all expressions of interest to select a partner(s) based on this procedure.

- 8.4 The Superintendent of Business and Treasurer will ensure that all timelines are clear to potential partners and will ensure that timelines are maintained.
- 8.5 Partnership Agreements cannot be finalized until both Grand Erie and the partner(s) have an approved source of funding.
- 9.0 **Sharing Space with Community Partners:**
- 9.1 If the space is suitable for facility partnerships, but is not surplus to Grand Erie's needs, the Superintendent of Business and Treasurer will follow the notification process as outlined in Section 8.0.
- 9.2 The Superintendent of Business and Treasurer will provide information regarding the available space including, but not limited to, size, location, facility amenities and required renovations, if needed.
- 9.3 The Superintendent of Business and Treasurer will evaluate Expressions of Interest in order to select partners.
- 10.0 **Facility Partnership Agreements and Cost-Recovery:**
- 10.1 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.
- 10.2 On a cost-recovery basis, the fees charged to partners must 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 Superintendent of Business and Treasurer.
- 10.3 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.
- 10.4 If a partner expresses interest in a space at an existing facility, a draft lease will be prepared, including all fees and lease costs.
- 10.5 The lease will include lessee covenants providing for:
- term of the lease, which must be, at a minimum, two years but no more than five years
  - Grand Erie named as an insured-on lessee's insurance
  - use of the leased premises
  - hours of operation
  - compliance with legislation
  - improvements or alterations to the building
  - property taxes, if applicable
  - maintenance
  - circumstances in which the lease may be terminated by either party
  - recovery of all costs related to the space, including utilities, snow ploughing, etc.
  - recovery of caretaking costs, if applicable
  - administrative costs in the amount of 5% of the above
  - major repairs and maintenance costs
  - a conflict resolution process
  - other clauses, as deemed applicable
- 10.6 The draft lease agreement will be reviewed by Grand Erie's solicitor and the partner.
- 11.0 **New Facilities and Significant Renovations:**
- 11.1 Site size, topography, and other restrictions may limit partnership opportunities. Grand Erie will evaluate each capital construction opportunity on a case-by-case basis to determine whether a partnership may be appropriate and advantageous to Grand Erie.

- 11.2 Parties expressing interest will be invited to an Information session to discuss the project and their potential involvement.
- 11.3 Consideration must be given to the health and safety of students and employees, as well as the suitability of the partner and the proposed use.
- 11.4 The lease will include lessee covenants providing for:
- term of the lease, which must be, at a minimum, five years, but no more than ten years
  - Grand Erie named as an insured-on lessee's insurance
  - use of the leased premises
  - hours of operation
  - compliance with legislation
  - improvements or alterations to the building
  - property taxes, if applicable
  - maintenance
  - circumstances in which the lease may be terminated by either party
  - recovery of all costs related to the space, including utilities, snow ploughing, etc.
  - recovery of caretaking costs, if applicable
  - administrative costs in the amount of 5% of the above
  - major repairs and maintenance costs
  - a conflict resolution process
  - other clauses, as deemed applicable
- 11.5 Ministry of Education approval may be required under the *Education Act*, authorizing the transaction.
- 11.6 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.
- 11.7 The draft lease agreement will be reviewed by Grand Erie's solicitor and the partner.
- 12.0 **Facility Partnership Decisions:**
- 12.1 If there is a decision not to proceed with the facility partnership, the Superintendent of Business and Treasurer will inform the applicant.
- 12.2 If there is a decision to proceed with the facility partnership, the Superintendent of Business and Treasurer will prepare the required documentation (i.e., construction agreement, lease agreement, etc.).
- 13.0 **Terminating Partnership Agreements:**
- 13.1 The process and time frame for termination of a partnership will be included in the Partnership Agreement.

**Definitions:**

**Community Partners:** Community non-profit or profit entities who express interest in participating in Facility Partnership Agreements that are deemed eligible by Grand Erie.

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

**Facilities:** Buildings and properties owned by Grand Erie.

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

**For-Profit Organizations:** Commercial entities, which by the nature of their business, generate a profit for an individual, groups of individuals or a corporation.

**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 Grand Erie and business, labour, community and government agencies. Partnerships are cooperative relationships in which partners share values, objectives and facility resources.

**Long Term Accommodations Planning:** A comprehensive planning document illustrating the condition and utilization of current facilities and possible accommodation solutions designed to enhance student achievement.

**Reference(s):**

- Community Planning and Facility Partnership Policy (FA-11)
- Multi-Year Strategic Plan
- Ontario Regulation 444/98
- [\*The Education Act, R.S.O. 1990, c. E.2\*](#)