COMMUNITY PARTNERSHIPS

The Good Spirit School Division recognizes that schools are significant community assets and supports facility partnerships with the intent of reducing facility operating costs, improving services available to students, strengthening the relationships between the Board and the public, maximizing the use of public infrastructure, and providing a foundation for improved service delivery for communities through stronger links among programs and services.

This policy applies to co-building opportunities with eligible community partners when undertaking major capital projects, and the leasing/licensing of space within existing schools, administrative buildings and outdoor space owned by the Board. Opportunities that are identified from eligible community partners and proposals received will be evaluated by the Board in accordance with this policy and applicable administrative procedures.

Specifically

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 strategic plan 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 cases requiring renovations by the partner to effectively use the space must be approved by the Board and funded by the partner.

3. Selection of space in schools
   3.1. In order for schools to accommodate a partnership, they must meet the following criteria:
      3.1.1. Facility is at 60% utilization or less.

3.1.2. Facility is not located within an area identified for a school review during the next five years from the time the space is identified as available.

3.1.3. Space is not required for Board programming.

3.1.4. Separate access is available.

3.1.5. Student safety is not compromised.

3.1.6. Accessibility needs of the partner can be accommodated.

3.1.7. The partner's use is permitted by zoning and site use restrictions.

3.1.8. Any other criteria as determined by the Board.

3.2. Community planning and facility partnership notification process

3.2.1. Good Spirit School Division will provide opportunities for potential planning and partnership opportunities with the public and community organizations which may include discussions with municipalities within the geographic area of the Board and other community partners to explore options to address underutilized space issues in schools.

3.2.2. These discussions will inform proposals that staff may present to the Board. As part of the planning process, when considering building a new school or undertaking a significant addition or renovation, GSSD will accept proposals within the initial planning phase provided it does not have a negative impact on the project schedule.

4. Screening of partners

4.1. Due diligence is the 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:

4.1.1. The reason for the organization's interest in partnering with the school and/or the Board

4.1.2. The organization's ownership and history

4.1.3. The nature of product or service of the partnering organization

4.1.4. The key contact within the partnering organization

4.1.5. The authority of the key contact to bind that organization

4.1.6. The financial status of the organization

5. Responsibility of partners

5.1. The partner must provide financial statements showing financial viability of their organization;

5.2. The partner must provide proof of liability insurance (minimum of $5,000,000);

5.3. The partner must agree to operate in accordance with Board policies and administrative procedures;

5.4. The partner must be willing to enter into a lease or joint-use/partnership agreement;

5.5. The partner must be willing to meet the Board's timelines for any proposal;

5.6. The partner must agree that all staff from the partnership entity working on school property complete a criminal background check and vulnerable sector screening; and

5.7. The partner must agree to the emergency response plan established for each school. This plan outlines the roles and actions of school staff, Board staff, and partnership staff during a school emergency, and includes both a parent communication strategy and an evacuation plan.

6. 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:

6.5.1. The term of the lease, which must be, at minimum, two years but no more than five years;

6.5.2. Board named as an insured on lessee's insurance;

6.5.3. Use of the leased premises;

6.5.4. Hours of operation;

6.5.5. Compliance with legislation;

6.5.6. Improvements or alterations to the building;

6.5.7. Property taxes, if applicable;

6.5.8. Maintenance;

6.5.9. Circumstances in which the lease may be terminated by either party;

6.5.10. Recovery of all costs related to the space, including utilities, snow removal, etc;

6.5.11. Recovery of caretaking costs, if applicable;

6.5.12. Administrative costs in the amount of 5% of the above;

6.5.13. Major repairs and maintenance costs;

6.5.14. A conflict resolution process; and

6.5.15. Other clauses; as deemed applicable.

6.6. All agreements will provide for a formal meeting and reporting process and minutes provided to the Board as outlined in the agreement.

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

7. 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 follow the guidelines as set out by the Ministry of Education.

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:

7.5.1. The term of the lease, which must be, at minimum, five years but no more than ten years;

7.5.2. Renewal for periods of up to five years by mutual agreement are permitted;

7.5.3. Board named as an insured on lessee's insurance;

7.5.4. Use of the leased premises;

7.5.5. Hours of operation;

7.5.6. Compliance with legislation;

7.5.7. Improvements or alterations to the building;

7.5.8. Property taxes, if applicable;

7.5.9. Maintenance;

7.5.10. Circumstances in which the lease may be terminated by either party;

7.5.11. Recovery of all costs related to the space, including utilities, snow removal, etc;

7.5.12. Recovery of caretaking costs, if applicable;

7.5.13. Administrative costs in the amount of 5% of the above;

7.5.14. Major repairs and maintenance costs;

7.5.15. A conflict resolution process; and

7.5.16. Other clauses; as deemed applicable.

7.6. 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.

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

7.8. When the Director or designate and the partner are satisfied with the terms of the lease/facility partnership agreement, it will be submitted to the Board for approval.

8. Decision to proceed/not to proceed with the facility partnership

8.1. If there is a decision not to proceed with the facility partnership, the Director or designate will inform the applicant.

8.2. If there is a decision to proceed with the facility partnership, the Director or designate will prepare the required documentation.

9. Terminating partnership agreements

9.1. Partnership agreements can be terminated by any of the partnering organizations with appropriate notice of termination.

9.2. Specifics related to the termination of partnerships must be detailed in the partnership agreement.

9.3. Termination will be entertained only after the conflict resolution process has been exhausted.

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

Legal Reference: Section 85

Reviewed: August 27, 2020, June 17, 2021, June 16, 2022, June 15, 2023

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