



HURON-PERTH CATHOLIC

District School Board

Facility Partnership

Adopted:	June 21, 2010	Policy #:	P 3.1.6.
Revised:	August 22, 2022	Policy Category:	3.1. Plant/Facilities

BELIEF STATEMENT:

The Huron-Perth Catholic District School Board believes that partnerships are integral to the Catholic education of its students. Partnerships with community partners fosters collaboration, a strong sense of community and responsible citizenship.

POLICY STATEMENT:

It is the policy of the Huron-Perth Catholic District School Board to work cooperatively with current and future community partners to share facilities to the benefit of the Board, the students and the community. Procedures shall be developed that outline the processes to be used.

PROCEDURES:

EXISTING FACILITIES

1. Each year the Superintendent of Business will review the projected enrolment for the following five years and determine the space in each school that is not anticipated to be required for educational purposes during the five year period.
2. Where a school has surplus space that will not be required for educational purposes for the next five years, the Manager of Plant and the School Principal will review to determine if the space is suitable for a possible partnership opportunity. They will consider:
 - a. Can the space be secured from the remaining school?
 - b. Can the space be easily accessed?
 - c. Are there dedicated washrooms available for the space or can washrooms be provided?
 - d. Is there adequate parking?
3. Schools that have space considered suitable for a partnership opportunity will be identified and a report will be made to the Board to approve the schools for potential partnerships.
4. The School Principal will advise the Catholic School Advisory Council that the Board has approved the school for a potential partnership opportunity.

5. Each year the Board will invite potential partners to attend a meeting to discuss facility partnership opportunities. Prior to the meeting, the Board will advise which schools have space for partners.
6. If a suitable partner expresses interest in the space at a school, a draft lease will be prepared, including all fees and lease costs.
7. The lease will include lessee covenants providing for:
 - Term of the lease which must be at least two years but no more than five years.
 - Board as named additional insured on lessee's insurance.
 - Recovery of all maintenance and operation costs related to the space, including utilities, snow removal, etc., on a prorated basis.
 - Recovery of custodial costs, if applicable.
 - Administrative costs in the amount of 5% of the above.
 - Capital repair costs (if applicable), on a prorated basis.
8. The draft lease agreement will be reviewed by the Board's solicitor and the partner.
9. When the Director of Education and the partner are satisfied with the terms of the lease, the lease will be submitted to the Board for approval.

NEW FACILITIES AND SIGNIFICANT RENOVATIONS

1. When the Board is considering building a new school, a significant addition to a school or a significant renovation to a school, it will issue a Request for Interest (RFI) to potential facility partners through the Board's website and local media.
2. Parties expressing interest will be invited to an information session to discuss the project and their potential involvement.
3. 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.
4. If a suitable partner expresses interest in the space at a school, a draft lease will be prepared, including all fees and lease costs.
5. The lease will include lessee covenants providing for:
 - Term of the lease which must be at least five years but no more than twenty years.
 - Board as named additional insured on lessee's insurance.
 - Recovery of all maintenance and operation costs related to the space, including utilities, snow removal, etc., on a prorated basis.
 - Recovery of custodial costs, if applicable.
 - Administrative costs in the amount of 5% of the above.
 - Capital repair costs, on a prorated basis.
6. Capital costs of the construction or renovation must be recovered over a reasonable period of time, not to exceed 25 years. Consideration should be given to the surety of the partner's funding sources.

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

JOINT OWNERSHIP

In some situations the Board and the partner may both have significant space in a new facility. In this case, the Board and the partner may consider joint ownership. Joint ownership has different legal issues than the situation where the Board owns the facility and the partner is a lessee. When contemplating joint ownership the Board should consider:

1. Sharing of construction costs, including common areas.
2. Sharing of operating costs, including common areas.
3. Insurance.
4. Dispute resolution process.
5. Sale of property by one of the partners.

Finally, the Board must be assured of the partner's source of funds for the capital construction and the ongoing operation and maintenance.

DEFINITIONS:

- N/A

REFERENCES:

- N/A

RESOURCES, APPENDICES AND FORMS:

- N/A