



PROCEDURE

Title: **COMMUNITY PLANNING AND FACILITY COLLABORATION OPPORTUNITIES**

Procedure No.: **4015b**

Effective Date: **2016 March 29**

Department: Organizational Support Services

Reference(s): Policy – Pupil Accommodation (4015)
Procedure - Pupil Accommodation and Facility Organization (4015a)
Procedure - Attendance Area Review (4015c)
Procedure - Holding Zones and Holding Schools (4015d)

1.0 INTRODUCTION

1.1 Thames Valley District School Board is committed to:

1.1.1 providing designated community organizations (which include municipal levels of government), within its area of jurisdiction, with information on TVDSB's long-term accommodation planning; and,

1.1.2 exploring facility collaboration opportunities when:

- building new schools;
- undertaking significant renovations or additions to its facilities;
- considering the use of unused space in operating and sustainable schools;
- considering schools that may close; and,
- considering properties for possible disposition.

1.2 In this Procedure, references to “**TVDSB**” mean the district school board formed under the *Education Act* (Ontario) and known as Thames Valley District School Board; “**the Trustees**” means the Board of Trustees of TVDSB as elected from time to time; “**Trustee**” means one of the Trustees; and, references to “**TVDSB Senior Administration**” and “**TVDSB Administration**” refer to the respective levels of administrative personnel of TVDSB.

1.3 This procedure is intended to help ensure TVDSB's long-term accommodation planning is well informed, well coordinated, transparent, sustainable, inclusive and supportive of student achievement.

Administered By	Organizational Support Services
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Amendment Date(s): 2020 October 13

- 1.4 TVDSB continues to have the responsibility and authority to determine and declare as surplus those of its facilities which are deemed surplus to its needs, in accordance with the *Education Act* (Ontario).
- 1.5 When TVDSB has unused space that it considers and declares surplus, TVDSB will continue to follow the processes outlined in applicable legislation for disposing of the facility (which includes both the building(s) and the site).
- 1.6 This procedure has been prepared in keeping with the Ministry of Education (the “**Ministry**”) March 2015, “Community Planning and Partnership Guideline” (the “**Guideline**”).
- 1.7 “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

2.0 LONG-TERM ACCOMMODATION PLANNING AND FACILITY COLLABORATION OPPORTUNITIES

- 2.1 TVDSB has ongoing long-term accommodation planning processes for its elementary and secondary schools and other facilities, which assess:
 - 2.1.1 student programs;
 - 2.1.2 current enrolment and accommodation;
 - 2.1.3 enrolment projections (which includes an analysis of historical enrolment, current and proposed residential development, and community trends);
 - 2.1.4 renewal needs and facility condition; and
 - 2.1.5 Ministry initiatives pertaining to facilities and accommodation.
- 2.2 It is through its long-term accommodation planning processes that TVDSB forecasts: where new schools and significant renovations or additions may be needed; which of its facilities may not be sustainable; which operating and sustainable facilities have unused space; and, which facilities may be considered for consolidation and/or closure.
- 2.3 The facility collaboration opportunities which TVDSB is able to identify as part of its long-term accommodation planning typically arise in two (2) circumstances:
 - 2.3.1 when TVDSB has unused space in operating and sustainable schools, which may be appropriate for the use and needs of a community organization. For these purposes, TVDSB has developed:
 - 2.3.1.1 a template license agreement to be used when: the community organization only requires access during school hours; and, TVDSB requires the flexibility to periodically reassign the location of the space to be used; and

- 2.3.1.2 a template lease agreement to be used when: the tenant requires access outside of school hours; and, the tenant is to have a fixed location within the facility.

The templates for both the license agreement and the lease agreement provide that the Licensee or Lessee, as applicable, will be responsible for the costs of all necessary or requested renovations. All renovations will be completed under the control and direction of TVDSB; and

- 2.3.2 when building new schools or undertaking significant renovations or additions, and there is an opportunity for a community organization to pay for and share in the development of a facility (commonly referred to as a co-building opportunity). For these purposes, TVDSB has developed a number of template agreements, including, development agreements, long-term leases and facility sharing agreements.

As a district school board, TVDSB has unique and specific responsibilities regarding student safety, well-being and achievement, and the management of its assets, both under the *Education Act* (Ontario) and at common law. TVDSB has developed its template agreements with these responsibilities in mind. As a result, TVDSB will determine which forms of agreement will be most appropriate for any facility collaboration arrangement. It may be necessary for TVDSB to develop new agreements. All agreements for facility collaboration arrangements must be satisfactory to TVDSB.

- 2.4 In considering what unused space in operating and sustainable facilities may be available for community facility collaboration opportunities, TVDSB will examine and consider, among other things:

- 2.4.1 student safety and well-being;

- 2.4.2 student achievement;

- 2.4.3 available suitable space;

- 2.4.4 impact on school and TVDSB operations;

- 2.4.5 the cost to TVDSB of the unused space;

- 2.4.6 TVDSB's existing commitments for community use of its facilities; and

- 2.4.7 municipal by-laws and zoning issues.

TVDSB has the authority to determine what space, if any, in which of its facilities will be made available for facility collaboration opportunities and its decisions in this regard are not subject to review or appeal.

- 2.5 In considering potential co-building opportunities, TVDSB will consider, among other things:
 - 2.5.1 student safety and well-being;
 - 2.5.2 student achievement;
 - 2.5.3 property and site availability, function and purpose;
 - 2.5.4 impact on school and TVDSB operations;
 - 2.5.5 TVDSB's existing commitments for community use of its facilities;
 - 2.5.6 related cost implications;
 - 2.5.7 municipal by-laws and zoning issues; and
 - 2.5.8 TVDSB's concerns and preferences with respect to facility ownership issues (which are discussed in more detail under section 11.2.4 below).
- 2.6 Neither the Guideline, nor this procedure, prevents TVDSB from building, renovating, closing schools, or from disposing of surplus assets when required. TVDSB will continue to identify, in its discretion, which schools will be suitable for facility collaboration opportunities. None of those determinations will be subject to review or appeal, other than by the Ministry. TVDSB has the sole authority to determine: which of its facilities are suitable for facility collaboration opportunities; the criteria used to determine which community organizations are most suited for participation in a facility collaboration opportunity, as well as the ultimate selection of a community organization to participate in a facility collaboration opportunity; and, the terms and conditions TVDSB requires for any facility collaboration arrangement. When considering surplus space and, in particular facilities with significant surplus space, TVDSB has a legislative responsibility to declare them surplus to its needs and to dispose of same. In determining whether a facility is surplus to its needs, TVDSB considers, among other things, whether enrolment projections indicate student populations will be sustainable in the long-term and what facility configurations will produce the greatest opportunities for student achievement. The means by which TVDSB discharges its obligations under the *Education Act* (Ontario) to declare and dispose of surplus space is not addressed in this procedure. If and when TVDSB proposes to dispose of space it has declared surplus, it will continue to follow applicable legislative requirements.

3.0 ONLINE ACCESS TO LONG-TERM ACCOMMODATION PLANNING INFORMATION

- 3.1 TVDSB will share information on its student long-term accommodation planning with community organizations by posting the following information on its website:
 - 3.1.1 plans to build new schools and undertake significant renovations and additions;

- 3.1.2 space in TVDSB facilities which is available for facility collaboration arrangements;
 - 3.1.3 facilities which are available for sale;
 - 3.1.4 scheduling information on, and agendas for, the annual meetings TVDSB will hold as an additional means of making information on its student long-term accommodation planning available to community organizations (see section 5.0 below);
 - 3.1.5 information on how a community organization can be included in TVDSB's listing of community organizations who will receive, via e-mail, information on TVDSB's long-term accommodation planning (see section 4.3 below);
 - 3.1.6 TVDSB's listing of community organizations who TVDSB will be providing Notices to under section 4.1 below; and
 - 3.1.7 TVDSB's notes on the information shared, and discussions had, at the annual meetings discussed below (see section 5.0 below).
- 3.2 Information on unused space in operating and sustainable TVDSB facilities which is available for facility collaboration arrangements will be updated not less than annually. Information relating to co-building opportunities may be updated more frequently, as TVDSB identifies opportunities for co-building.
- 3.3 TVDSB's website will identify the TVDSB contact person(s) who community organizations can contact to obtain additional information on facility collaboration opportunities.

4.0 NOTICES TO COMMUNITY ORGANIZATIONS

- 4.1 TVDSB will provide notice ("**Notice**") to the community organizations identified in section 3.1.6 (as well as those community organizations whom TVDSB approves for receipt of Notices under section 4.3 below), of the following:
- 4.1.1 changes and updates with respect to key information prepared by TVDSB and made available on its website with respect to community planning and facility collaboration opportunities; and
 - 4.1.2 the scheduling of the annual meetings to be held, on a regional basis, for purposes of TVDSB's sharing information on its long-term accommodation planning (see section 5.0 below).
- 4.2 Notices will be by e-mail. Prior to Notices being sent by TVDSB to the community organizations, for the first time, TVDSB will contact each of them to obtain the name of a specific contact person for that organization and that person's e-mail address, and Notices will be sent to that person. Thereafter it will be the responsibility of each community organization to

keep TVDSB up to date with regard to the identity and e-mail address of that community organization's contact person for purposes of receiving Notices.

- 4.3 Community organizations (both for-profit and non-profit) who are not on TVDSB's listing of community organizations who will receive Notices (as set out, from time to time, on TVDSB's website), may request that they be added to such listings. Any community organization making a request to receive Notices is required to submit its request by e-mail to planning@tvdsb.ca and will be required to provide TVDSB with the following:
 - 4.3.1 organizational structure and their contact person, including, that person's contact particulars;
 - 4.3.2 the programs and services offered by it;
 - 4.3.3 funding sources;
 - 4.3.4 community organization staffing;
 - 4.3.5 hours of operation; and
 - 4.3.6 such other information as TVDSB may request.
- 4.4 TVDSB has the authority to determine whether any particular community organization will be added to TVDSB's list of organizations who are to receive Notices and any such determination will not be subject to review or appeal. In considering whether a particular community organization will receive Notices, TVDSB will consider, among other things, whether the reputation, objectives, programs, services and operations of that organization:
 - 4.4.1 could compromise student safety and well-being;
 - 4.4.2 are appropriate for the school setting;
 - 4.4.3 promote and support student achievement or are otherwise of value to students;
 - 4.4.4 are inclusive and reflective of the racial, cultural and/or religious profiles of individual school communities;
 - 4.4.5 could adversely impact TVDSB's use of its facilities;
 - 4.4.6 provide competing education services (such as tutoring services, JK-12 private schools or private colleges) or represent credit offering entities that are not government funded; and
 - 4.4.7 are consistent with TVDSB's policies, procedures, mission, vision and commitments.
- 4.5 Any community organization who TVDSB enters into a lease or license agreement with in respect of a TVDSB facility will be entitled to be on TVDSB's list of community

organizations entitled to receive Notices.

- 4.6 TVDSB will continue to circulate proposals for the disposition of facilities which have been declared surplus in accordance with applicable legislation. Being on TVDSB's list of community organizations entitled to receive Notices does not entitle a community organization to receive notice of TVDSB intention to dispose of surplus property, unless TVDSB is required to send such community organization proposals to dispose of surplus property pursuant to applicable legislation.

5.0 ANNUAL MEETINGS

- 5.1 TVDSB will hold annual meetings with designated community organizations to discuss planning and potential facility collaboration opportunities, including co-building opportunities. These annual meetings will be open to the public.
- 5.2 Given the broad geographic area of TVDSB's area of jurisdiction, TVDSB will hold annual meetings, on a regional basis, as follows: the County of Elgin (including the City of St. Thomas); the County of Middlesex; the County of Oxford; and the City of London. The invitees to the respective regional meetings will be as listed on TVDSB's website, from time to time.
- 5.3 In each region, TVDSB will hold two meetings. One, involving representatives of municipal levels of government in the region and, the other, involving the other community organizations identified on TVDSB's website as being entitled to receive Notice of and attend the annual meetings for the applicable region.
- 5.4 At each annual meeting, TVDSB Administration will provide information on its student long-term accommodation planning, including:
 - 5.4.1 student programs;
 - 5.4.2 current enrolment and accommodation;
 - 5.4.3 enrolment projections (which includes an analysis of historical enrolment, current residential development, and community trends);
 - 5.4.4 renewal needs and facility conditions;
 - 5.4.5 financial impact of declining enrolment and the operating costs of unused space;
 - 5.4.6 status of TVDSB properties that have been declared surplus by the Trustees and which are still available for sale; and
 - 5.4.7 Ministry initiatives pertaining to accommodation.
- 5.5 In providing information on TVDSB's long-term accommodation planning, TVDSB will, at a minimum, identify any facility which has a utilization rate of 60 percent or below the Ministry rated capacity for that facility, or which has 200 or more unused

pupil places, in both cases for two years, unless such facility has otherwise been designated by TVDSB for another purpose or initiative, or TVDSB has otherwise determined that the facility in question will not be made available for purposes of facility collaboration opportunities. Nothing in this procedure will require TVDSB to disclose: any matters considered or discussed by the Trustees as a “committee of the whole in camera”; or, any information which, were it to constitute a record (within the meaning of the *Freedom of*

Information and Protection of Privacy Act (Ontario)), TVDSB would be required or entitled to refuse disclosure of pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario).

- 5.6 TVDSB will share the information it agrees to provide at an annual meeting by posting it on its website as part of the notes for the applicable annual meeting.
- 5.7 Notices of annual meetings will be sent at least thirty (30) Business Days prior to the date scheduled for the respective meeting and will request the applicable listed community organizations to:
 - 5.7.1 notify TVDSB, by e-mail addressed to planning@tvdsb.ca, of the persons (the “**Community Organization Representative**”) who will represent the respective listed community organization at the meeting and whether they wish to make a presentation at the meeting. Listed community organizations are entitled to have two Community Organization Representatives represent them at a meeting for purposes of making presentations, but a community organization is only entitled to make one (1) presentation;
 - 5.7.2 submit to TVDSB, by e-mail addressed to planning@tvdsb.ca, the listed community organization’s own planning information, including, but not limited to, population projections, growth plans, community needs, land use and green space requirements, as it relates to possible use of TVDSB facilities, at least ten (10) Business Days prior to the date scheduled for the respective meeting; and
 - 5.7.3 to bring to the meeting four (4) copies of any planning information submitted online pursuant to section 5.7.2 above.
- 5.8 To the extent that TVDSB fails to provide notice, via e-mail, of an annual meeting to a party entitled to receive Notice of such annual meeting, through inadvertence or otherwise, such failure will not affect the due constitution of such annual meeting and any such annual meeting will proceed as scheduled notwithstanding such failure.
- 5.9 Planning information provided in electronic format by a listed community organization within a region will be posted on TVDSB’s website, until the next scheduled annual meeting for that region.
- 5.10 Planning information provided by a listed community organization may be used or referred to by TVDSB in its pupil accommodation and other planning.
- 5.11 The following will apply to annual meetings:

- 5.11.1 annual meetings will be chaired by a Trustee and supported by TVDSB Administration;
- 5.11.2 meetings will be scheduled on weekdays, during the school year, between the hours of 9:00 a.m. and 5:00 p.m. (local time);
- 5.11.3 meetings will be held at the TVDSB Education Center, 1250 Dundas Street, London Ontario, N6A 5L1 or as designated by TVDSB. In rare circumstances these meetings may be held virtually;
- 5.11.4 TVDSB will prepare, and post on its website, an agenda for each meeting, generally in the form of Schedule A attached, no later than the day prior to the date scheduled for the applicable meeting. Physical copies of the agenda will be available at the meeting;
- 5.11.5 meetings will be open to the public; however, only representatives of listed community organizations (“**Community Organization Representatives**”), will be permitted to make presentations and ask questions at the meeting;
- 5.11.6 the objective of the meetings is to provide an opportunity for TVDSB to:
 - 5.11.6.1 share information on its long-term accommodation planning; and
 - 5.11.6.2 receive from listed community organizations information which might assist TVDSB with its long-term accommodation planning and otherwise help identify opportunities for facility collaborations;
- 5.11.7 annual meetings are intended to be a means by which TVDSB and listed community organizations share planning information. The meetings are not intended to involve voting or debate on any matter;
- 5.11.8 the chair of the meeting (the “**Chair**”) will call the meeting to order at the appointed hour, will preserve order and decide upon all questions of order. The Chair is responsible for maintaining and seeing that appropriate decorum is maintained. All persons present at the meeting will observe the rules of courtesy, decorum, dignity and good taste. The Chair has the discretion to modify, eliminate or introduce any procedures, if the Chair is satisfied that the objective of the meeting can be better achieved by taking a different approach;
- 5.11.9 TVDSB will keep notes of any oral presentations made by listed community organizations, identifying the speakers and a general description of the topics addressed by them. The notes of the meeting kept are not intended to represent a comprehensive record of presentations at the meeting, but will be posted on TVDSB’s website until the next scheduled meeting for that region;

- 5.11.10 attendance will be taken at all meetings and included in TVDSB's notes of the meeting. All Community Organization Representatives and members of the public attending a meeting will be required to sign a register identifying themselves and any community organization they represent;
- 5.11.11 if no listed community organizations attend a meeting, the Chair may, in their discretion, adjourn the meeting;
- 5.11.12 the Chair may recess a meeting to a specified time, date and location without any further notice to any community organizations or otherwise, although such time, date and location will be posted on TVDSB's website as soon as reasonably practical following the Chair's decision to recess the meeting; and
- 5.11.13 the provisions of Schedule B to this Procedure will also apply to annual meetings.

6.0 ADDITIONAL ENQUIRIES

- 6.1 In addition to the annual meetings contemplated in this procedure, TVDSB will entertain enquiries from community organizations regarding unused and available space, as well as co-building opportunities, on an ongoing basis. These enquiries and related discussions will help inform proposals that TVDSB Administration may present to the Trustees, from time to time.

7.0 CONTACTING COMMUNITY ORGANIZATIONS REGARDING POTENTIAL PUPIL ACCOMMODATION REVIEW

- 7.1 Before presenting a recommendation to the Trustees to undertake a pupil accommodation review, TVDSB Administration must have sought and obtained the approval of the Trustees to contact the community organizations then listed on TVDSB's website as being entitled to receive Notices and who are otherwise identified as being within the affected region, and advise them that TVDSB is considering a pupil accommodation review in that region.
- 7.2 Such contact will be by e-mail and will:
 - 7.2.1 identify: the names of the schools involved; any potential school closures; and, any proposed student long-term accommodation; and
 - 7.2.2 request recipients to provide TVDSB, by e-mail addressed to planning@tvdsb.ca, within ten (10) Business Days of the date of TVDSB's e-mail to such community organizations, with:

- 7.2.2.1 a clear indication of any community planning or facility collaboration opportunities the respective recipient is aware of and which relate to the schools identified; and
- 7.2.2.2 any relevant technical information the recipient may have and wish to provide, including, but not limited to, in the case of any municipal level of government, the municipal level of government's population and future development projections for the affected region.

8.0 PROPOSALS FOR FACILITY COLLABORATIONS

8.1 A community organization wishing to explore a potential facility collaboration opportunity is required to submit a written proposal to TVDSB, by e-mail addressed to planning@tvdsb.ca, and which details:

- 8.1.1 the programs and services proposed to be offered by the community organization;
- 8.1.2 the community organization's proposed hours of operation;
- 8.1.3 the community organization's facility requirements, including access and parking particulars;
- 8.1.4 the community organization's anticipated revenues arising from its operations;
- 8.1.5 the community organization's sources of funding for all aspects of the proposed arrangement;
- 8.1.6 the benefits of the collaboration opportunity to TVDSB and its students;
- 8.1.7 the benefits of the collaboration opportunity to the community; and
- 8.1.8 the proposed number of community organization staff at the facility.

9.0 ELIGIBLE FACILITY COLLABORATIONS

9.1 In order to be eligible for consideration of a facility collaboration opportunity, the proposed arrangement must:

- 9.1.1 not compromise student safety and well-being;
- 9.1.2 not compromise student achievement;
- 9.1.3 be appropriate for the school setting;
- 9.1.4 are inclusive and reflective of the racial, cultural and/or religious profiles of individual school communities;

- 9.1.5 not adversely impact TVDSB's use of its facilities;
 - 9.1.6 be consistent with TVDSB's policies, procedures, mission, vision and commitments;
 - 9.1.7 not negatively impact any of TVDSB's collective agreements;
 - 9.1.8 not be with an entity that provides competing education services, such as tutoring services, JK-12 private schools or private colleges. Credit offering entities that are not government funded are not eligible for facility collaboration opportunities; and
 - 9.1.9 not result in TVDSB taking on additional costs to support the proposed arrangement.
- 9.2 Examples of the types of undertakings which are consistent with TVDSB's policies, procedure, mission, vision and commitments include:
- 9.2.1 for Elementary Schools:
 - 9.2.1.1 parenting, early learning, child and family programs, such as parenting strategies, literacy and numeracy programs, and play groups;
 - 9.2.1.2 health and wellness programs, such as pre and post-natal programs, and early screening and assessment programs;
 - 9.2.1.3 early childhood education and child care, such as non-instructional day school age care, pre-kindergarten early learning programs, and centre based licensed child care;
 - 9.2.1.4 referral, resources, information and awareness functions, such as child care fee subsidy information and access, basic needs supports, and income support referrals;
 - 9.2.1.5 recreation, sports and leisure within the premises, such as physical activity programs, arts/culture programs, and summer "extended" programming, so long as such activities and programs occur within the premises itself; and
 - 9.2.1.6 links to specialized services, such as special needs, and children's mental health programs; and
 - 9.2.2 for Secondary Schools:
 - 9.2.2.1 the types of undertakings listed under section 9.2.1;
 - 9.2.2.2 Human Resources Development Canada offices; and

9.2.2.3 university or college programs.

- 9.3 Any community organization proposing a facility collaboration arrangement must satisfy TVDSB that such community organization has the financial stability to support its commitments under the arrangement on an ongoing basis.
- 9.4 Any community organization proposing a facility collaboration arrangement must be prepared to enter into the forms of agreements TVDSB determines are appropriate for the purposes of the proposed arrangement.
- 9.5 Approval of both the Ministry and the Trustees is required in respect of any collaboration arrangement which involves a co-building arrangement. TVDSB must advise the Ministry of a lease, of its property or part thereof, which exceeds one (1) year.

10.0 COLLABORATION ARRANGEMENTS FOR UNUSED SPACE

- 10.1 For facility collaboration arrangements involving unused space in operating and sustainable schools:
 - 10.1.1 any arrangement TVDSB has with a community organization must be on a cost recovery basis (i.e. the fees charged by TVDSB to the community organization should cover TVDSB's operational and capital costs, including administrative costs and property taxes (if applicable));
 - 10.1.2 community organizations will be responsible for a proportional share of the costs related to joint use or shared space; and
 - 10.1.3 costs to complete renovations to address student safety and well-being and otherwise make the space suitable for use by a community organization are to be borne by that community organization. All such renovations will be completed under TVDSB's direction and control.
- 10.2 TVDSB will have authority to determine whether or not a proposed facility collaboration arrangement meets the eligibility requirements of this section 10.0 or is otherwise acceptable to TVDSB and any decision by TVDSB in this regard will not be subject to review or appeal. This procedure will not be construed, in any fashion, to prevent TVDSB from exercising its authority and otherwise discharging its responsibilities under the *Education Act* (Ontario). Nothing in this procedure is intended to limit or interfere with the duties and powers of TVDSB under the *Education Act* (Ontario), other applicable legislation or regulatory guidelines.
- 10.3 The following collaborations will not be permitted within any TVDSB facility:
 - 10.3.1 addictions counselling or addiction treatment of any kind;
 - 10.3.2 drug rehabilitation programs;

- 10.3.3 programs designed to provide counselling to any persons convicted of a criminal offence (other than a TVDSB student);
 - 10.3.4 any form of residential arrangement whatsoever;
 - 10.3.5 any retail sales establishment;
 - 10.3.6 any food service business whose services have not been procured by TVDSB for its students and staff;
 - 10.3.7 an establishment serving liquor or providing adult entertainment, gambling or games of chance (including lottery tickets);
 - 10.3.8 a correctional or detention centre;
 - 10.3.9 a manufacturing facility;
 - 10.3.10 a kennel;
 - 10.3.11 a liquor, beer or wine store;
 - 10.3.12 an establishment selling tobacco products or electronic smoking apparatus or supplies; or
 - 10.3.13 any other collaboration determined by TVDSB to be unacceptable.
- 10.4 Any decision to provide notification of the availability of unused space opportunities to community organizations and/or the general public must be approved by the Trustees.
- 10.5 Any facility collaboration arrangement for unused space which is to have a term of greater than five (5) years will require the approval of the Trustees.

11.0 CO-BUILDING ARRANGEMENTS

- 11.1 Building new schools, and undertaking significant renovations and additions, provide opportunities to leverage infrastructure investments by co-building with community organizations to provide services and programs for children, families and the broader community. TVDSB will endeavour to provide notice of co-building opportunities at least one year prior to the planned construction of a new school or addition or a planned significant renovation. When providing notification of co-building opportunities, TVDSB will endeavour to provide listed community organizations within the applicable regions with TVDSB's proposed timelines for its construction plans. Any decision to provide notification of a co-building opportunity to community organizations and/or the general public must be approved by the Trustees.
- 11.2 The following requirements apply to all co-building arrangements:

- 11.2.1 approval of both the Ministry and the Trustees is required for all co-building arrangements;
- 11.2.2 agreements with community organizations in relation to TVDSB's part of any co-building opportunity may not be finalized until TVDSB and the community organization(s) involved have approved sources of funding;
- 11.2.3 TVDSB's requests to the Ministry for funding for co-building opportunities will reflect that TVDSB has solicited interest from community organizations;
- 11.2.4 TVDSB's preference is that community organizations own the facilities they want constructed, including the real property on which those facilities are to be located. The ability to adhere to such preference will depend on a number of factors, including, available property, municipal zoning, as well as student safety, well-being and achievement issues. If ownership by a community organization is not feasible, TVDSB will require: the community organization to fund the construction and operating costs of the facility (or portion thereof) to be used by the community organization; TVDSB will own the facility; and, TVDSB will lease the facility to the community organization on a long-term basis;
- 11.2.5 any community organization interested in a co-building opportunity must be prepared to work within and otherwise meet TVDSB's proposed timelines for its planned construction of a new school or addition or its planned significant renovation;
- 11.2.6 community organizations will be responsible for all costs relating to their share of any construction and any other costs, including a proportional share of any construction and other costs relating to any joint use or shared space. Other costs include:
 - 11.2.6.1 surveying, geotechnical and topographical matters and services;
 - 11.2.6.2 engineering and other building science fees;
 - 11.2.6.3 consulting services (including, without limitation, the services for such architectural firms and engineering firms as are required for or involved in the co-building arrangement);
 - 11.2.6.4 legal services (including those incurred in preparing any related agreements);

- 11.2.6.5 building permit fees, sign permit fees, development charges, education development charges and impost or other fees, if any;
- 11.2.6.6 insurance;
- 11.2.6.7 labour;
- 11.2.6.8 materials, supplies, services and any other similar or capital costs;
- 11.2.6.9 any other costs relating to the conception, design, development and completion of the project;
- 11.2.6.10 all costs relating to the acquisition of such property as may be required for purposes of satisfying TVDSB's access requirements; and
- 11.2.6.11 all costs relating to the services of one or more project co-ordinators involved in the completion of the project.

11.2.7 TVDSB is required to continue to build within Ministry space and funding benchmarks for TVDSB's portion of any facility.

11.3 No co-building arrangement will be pursued if TVDSB determines that it has a realistic potential to negatively impact student achievement, safety and well-being. TVDSB will have direction and control over any aspects of a co-building arrangement which are on TVDSB property.

12.0 COMPETING PROPOSALS

12.1 In the event that more than one eligible community organization is interested in a particular facility collaboration opportunity, TVDSB will prioritize its discussions with the interested community organizations, based on TVDSB's assessment of the following:

- 12.1.1 impact on student safety and well-being;
- 12.1.2 benefits to student achievement;
- 12.1.3 consistency with and support of TVDSB's vision, mission and commitments;
- 12.1.4 impact on TVDSB's use of facilities;
- 12.1.5 benefits to the broader community;
- 12.1.6 maximization of efficiencies and cost reductions;

- 12.1.7 applicable municipal by-laws and zoning;
 - 12.1.8 viability of any proposed arrangements as a whole; and
 - 12.1.9 TVDSB's previous experience with the organization.
- 12.2 TVDSB assessment whether a particular proposed facility collaboration opportunity is of greater value to its students (or otherwise might be preferable based on the above listed criteria), will, of necessity, involve the exercise of subjective discretion.

In the event that a particular facility collaboration opportunity involves the potential license of, or the short term lease (i.e. less than five (5) years) of, a portion of a facility, TVDSB Senior Administration will have authority to: determine the prioritization of its discussions with such community organizations; and, select the community organization(s) with whom TVDSB will enter into facility collaboration arrangement(s).

In the case of facility collaboration opportunities involving leases of greater than five (5) years and/or co-building opportunities, the Trustees will have authority to: determine the prioritization of discussions with the interested community organizations; and, select the community organization(s) with whom TVDSB will enter into facility collaboration arrangement(s).

In either case, such determinations by TVDSB Senior Administration or the Trustees will not be subject to review or appeal.

- 12.3 Nothing in this Procedure will be construed as limiting TVDSB authority to decide not to proceed with any proposed facility collaboration arrangement.

13.0 GENERAL

- 13.1 TVDSB has developed, and will continue to develop, forms of agreements for the various types of facility collaboration arrangements which they are prepared to enter. TVDSB's objective in doing so is to establish clear understandings of the rights and responsibilities of TVDSB and any applicable community organization(s). TVDSB's forms of agreements address, among other items and as applicable:

- 13.1.1 ownership and title issues;
- 13.1.2 TVDSB's authority to establish rules in respect of facilities and compliance with all applicable TVDSB policies and procedures;
- 13.1.3 means of addressing disputes and TVDSB's authority in respect of same;
- 13.1.4 the term of the arrangement;
- 13.1.5 cost and payment responsibilities;

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- 13.1.6 taxes, including, property taxes;
 - 13.1.7 utilities and other services;
 - 13.1.8 use of premises and restrictions on use;
 - 13.1.9 standards of conduct of operations;
 - 13.1.10 community organization staffing;
 - 13.1.11 parental consents;
 - 13.1.12 pedestrian and vehicular access, as well as parking;
 - 13.1.13 maintenance, repairs, replacements and alterations;
 - 13.1.14 TVDSB inspection and access rights;
 - 13.1.15 signage;
 - 13.1.16 fixtures;
 - 13.1.17 insurance and indemnity obligations;
 - 13.1.18 limitations on transfer rights;
 - 13.1.19 damage and destruction;
 - 13.1.20 defaults and remedies on default; and
 - 13.1.21 strikes, lock-outs and other labour disturbances.
- 13.2 At the appropriate point in its discussions with a community organization, regarding a proposed facility collaboration arrangement, TVDSB will share the form of agreement it deems most appropriate for the proposed arrangement.
- 13.3 TVDSB will not take on any additional costs to support facility collaboration arrangements.
- 13.4 TVDSB will continue to build within Ministry space and funding benchmarks for TVDSB's portion of any facility.
- 13.5 If a community organization's personnel will have regular contact with TVDSB's students, those persons will be required to obtain and provide to TVDSB police background checks in accordance with TVDSB's Procedures, from time to time.
- 13.6 All facility collaboration arrangements will be subject to applicable legislation, municipal by-laws and zoning and such requirements and processes as may be established by the Trustees or the Ministry from time to time.

- 13.7 Any facility collaboration arrangement which TVDSB is prepared to undertake must be subject to appropriate written agreements, the terms and conditions of which must be acceptable to TVDSB. Nothing contained in this procedure is to be construed as requiring TVDSB to proceed with or otherwise undertake any particular facility collaboration arrangement.

**SCHEDULE A
FORM OF AGENDA FOR ANNUAL MEETINGS**

**Annual Community Planning and Facility Collaboration Meeting
Between the TVDSB and Community Organizations**

Date: [●]

Time: [●]

Location: [●]

Education Centre
1250 Dundas Street, London ON

A G E N D A

1. Introduction
2. Review of Ministry Community Planning and Partnership Guideline
3. Review of TVDSB Community Planning and Facility Collaboration Opportunities Procedure
4. Presentation of planning information from the TVDSB including:
 - a.
 - b.
 - c.
5. Presentation of planning information (attached) received from:
 - a.
 - b.
 - c.
 - d.
 - e.
6. Questions and comments
7. Adjournment

SCHEDULE B
ADDITIONAL ANNUAL MEETING PROCEDURES

The following will also apply to the annual meetings contemplated in Section 5.0 of the Community Planning and Facility Planning procedure:

1. The chair of the meeting (in this Schedule B, the “**Chair**”), will ensure that all presentations, questions and answers are directed through the Chair and that personal remarks and discourteous language are not permitted. The Chair may refuse to permit questions from any person who is or has been discourteous or disrespectful. Clarity and brevity are encouraged. The Chair may limit or exclude questions that fall outside the purposes of the meeting, are repetitive, irrelevant or immaterial.
2. A listed community organization may submit a written presentation and elect not to make an oral presentation at the meeting.
3. Presentations should address the matters identified in the written materials submitted by the respective listed community organization. If the presentation differs substantially from the written materials submitted by the respective listed community organization, the Chair has the right to rule the presentation out of order.
4. Only Community Organization Representatives may ask questions regarding the information presented by TVDSB, following the conclusion of TVDSB’s presentation. The Chair will determine the order of questions.
5. Community Organization Representatives making presentations at the meeting may be asked questions, during the applicable period, only by members of TVDSB Administration and other Community Organization Representatives. The order of questions will be determined by the Chair, but will usually begin with questions from TVDSB Administration.
6. A person wishing to make remarks or ask questions should raise their hand and wait to be recognized by the Chair.
7. The Chair may, in the Chair’s discretion, establish time limits or limit the number of questions to be asked by any person.
8. The Chair, in deciding a point of order or practice will, before declaring a decision, give reason for such decision. Any ruling of the Chair will be final.
9. Any person present at the meeting who does not adhere to the meeting protocols, disregards a decision of the Chair, or makes any disorderly noise or disturbance, may be ordered by the Chair to leave the meeting room for the remainder of the meeting. In the case of a refusal to do so, the Chair may order the removal of such person from TVDSB’s premises.
10. Media and the public may attend the meeting and sit in the public area. No media interviews or reporting will be allowed in the meeting room while the meeting is taking place. All members of the media and public are allowed to tape or video record

meetings. Recordings should be done in a manner that does not interfere with the meeting. The Chair may make a determination that a recording is being done in an intrusive manner taking into consideration, but not limited to, brightness of lights, distance from the deliberations, size of the equipment and the general layout and functioning of the meeting room. If the Chair makes a determination that any recording is intrusive, the Chair may request an accommodation to avoid the interference with the meeting and if not complied with may request the individual to leave the meeting room.

11. All members of the media and any other person wishing to record the meeting, or part of it, must advise the Chair or the secretary of the meeting of such individual's presence and intention to record the meeting, or part of it, prior to the commencement of the meeting. In such circumstances, the Chair will advise that the meeting is being recorded.