



## REPORT



**TO:** Mayor and Council

**FROM:** Jason Kabel, Manager of Community Services

**DATE:** May 3, 2013

**RE:** **Rainy River District School Board RFP – J.W. Walker - Before & After School Program**

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### Preamble

On April 29, 2013 the Fort Frances Children's Complex submitted a proposal to the Rainy River District School Board's RFP 2013-32, Before And After School Program Operator at J. W. Walker School. The Children's Complex is currently in agreements with the Rainy River District School Board(RRDSB) and the Northwest Catholic District School Board(NCDSB) to perform Ministry of Education mandated Before & After School care at Robert Moore School and St. Michael's School respectively.

The Manager of Community Services has received notification from Laura Mills, Superintendent of Business RRDSB that we were successful in our proposal submission to the aforementioned RFP (attached). Please also find attached the subsequent agreement that would follow Council approval of this report that is very similar to the existing agreements in place with both school boards for the other Before & After School programs currently functioning.

The Community Services Executive Committee recommends to Council to enter into an agreement with the RRDSB to offer Before & After school childcare at J. W. Walker school for three years as noted in the attached agreement.

Respectfully Submitted,

Jason Kabel,  
Manager of Community Services

### Council approval of this report will:

- a) approve entering into an agreement with the Rainy River District School Board to offer Before & After school childcare at J. W. Walker school for 3 years commencing September 2013.
- b) authorize Mayor and Clerk to sign the modified contract agreement upon receipt from Rainy River District School Board.



# *Rainy River*

## DISTRICT SCHOOL BOARD

FILE

April 30, 2013

EDUCATION CENTRE  
522 Second St. E.  
Fort Frances, ON  
P9A 1N4  
Phone: 807 274 9855  
Fax: 807 274 5078  
Toll Free: 1 800 214 1753

The Town Of Fort Frances  
1150 portage Ave. N.  
Fort Frances, ON.  
P9A 2B1

Attention: Mr. Jason Kabel  
CC: Nicole Cheetham

RE: Tender RFP FIN-2013-32, Before And After School Program Operator

Dear Jason:

This letter is to advise you, that The Town Of Fort Frances, Children's Complex, has been selected as the successful bidder for the Before and After School Program Operator, at our JW Walker School, as per your submitted tender and proposal.

Please find attached, our Partnership -Community Use Of Schools Agreement, for the above noted award, for your signature. Please return a signed copy to my attention at your earliest convenience.

Should you have any questions, please contact the undersigned.

Yours Truly,

Laura Mills, C.A.  
Superintendent of Business  
Rainy River District School Board  
Fort Frances, ON.  
P9A 1N4

WEB SITE:

[www.rrdsb.com](http://www.rrdsb.com)

DIRECTOR

Heather Campbell



# *Rainy River*

## DISTRICT SCHOOL BOARD

### COMMUNITY USE OF SCHOOLS

THIS PARTNERSHIP AGREEMENT made this 30th Day of April, 2013  
CONTRACT RFP-FIN-2013-32

BETWEEN

THE RAINY RIVER DISTRICT SCHOOL BOARD

hereinafter called "the Board"

- and -

THE TOWN OF FORT FRANCES, Children's Complex

hereinafter called "the Operator"

WHEREAS the Board is the owner of a School Site, namely JW Walker School, located at 475 Keating Ave; Fort Frances, ON, P9A 3K8 (the school site);

AND WHEREAS the Board intends to offer a portion thereof at the School Site for use by the operator as an Extended Day Facility (the "Facility") for the purpose of providing a Before And After School Program (the "Program");

AND WHEREAS the Operator has applied for a license from the Ministry of Community and Social Services to operate the Program at the said Facility;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, and of the mutual promises hereinafter set out, the Parties agree as follows:

1. The Board hereby enters into partnership with the Operator, to allow use of the Facility, for a Term of three (3) years, commencing August 26, 2013 and ending on August 31, 2016. The use of these Facilities by the Operator shall not be exclusive, but shall be shared with the School as arranged by the Operator and the School Principal.

Should the Operator choose to have access to and use of the computer lab, user agreements, as per the Board's Procedure 2-64, Information/Communication Technology use, will need to be completed.

#### EDUCATION CENTRE

522 Second St. E.  
Fort Frances, ON  
P9A 1N4

Phone: 807 274 9855  
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#### WEB SITE:

[www.rrdsb.com](http://www.rrdsb.com)

#### DIRECTOR

Heather Campbell

2. In addition, the Operator shall be entitled to the use of:

- a) the outdoor play area;
- b) an area to keep a storage cupboard.

Such use shall be subject to the provisions of Paragraphs 24 and 25 of this Partnership Agreement.

3. The Operator agrees to reimburse the Board during the Term of this Agreement for:

- a) any incremental costs incurred by the Program;
- b) any additional costs incurred by the Board to accommodate the operation of the Program in the Facility during school breaks, professional activity days and holidays:
  - i) hourly cleaning costs as determined by the Board (currently \$29.96 – includes 10% administration fee). Cost recovery will be billed bi-annually (February and August).
  - ii) overtime costs for custodians to carry out “heavy duty” cleaning as requested by the Operator. The Operator and the Board will endeavor to schedule heavy duty cleaning in order that overtime is not incurred.
- c) the use of any other portion of the school facility after the regular hours of the Operator, which shall be arranged and provided for in accordance with Board Procedure 6-10, Community Use of School Facilities
- d) municipal taxes including business taxes and licences, and Harmonized Sales Taxes and all other applicable taxes, resulting from the operation of the Program.

4. The Operator shall cover all damages and/or losses arising from the use of school Property and agrees to reimburse the Board for any costs incurred by the Board as a result of such damage to windows, fixtures and fittings in the Facility.

5. The Operator shall be entitled to all revenues as a result of the operation of the Program and be responsible to pay all expenses including but not limited to wages and benefits, program supplies, related transportation costs or any other costs related to the day to day operation of the program. The board shall not lay claim to any revenues not be responsible for any costs as a result of the day to day operation of the Program at the Facility other than what has been identified in this Agreement.

6. The Board will provide for

- a) Snow removal;

- b) Yard maintenance;
- c) Garbage collection/removal
- d) Utilities (gas, electricity, water & sewer);
- e) Security system;
- f) Custodial (during normal school operating hours);

at its own cost, but any special requests for service by the Operator in addition to those normally provided shall be provided by the Board to the Operator at a cost recovery basis.

7. Subject to the Board's rights under this Agreement, and as long as the Agreement is in good standing, the Board covenants that the Operator shall have quiet enjoyment of the Facility during the Term of this Agreement without any interruption or disturbance from the Board or any person or persons lawfully claiming through the Board.
8. An Act of Default has occurred when or if:
  - a) the Operator has failed to reimburse the Board for costs within a period of thirty (30) consecutive days following the demand for payment;
  - b) the Operator has breached its covenant or failed to perform any of its obligations under this Agreement, including the obligation with respect to the Board's Rules including those provided under Board Procedure 6-10, Community Use of School Facilities, as set out in Schedule "C":
    - i) the Board has given written notice specifying the nature of the default and the steps required to correct it;
    - ii) the Operator has failed to correct the default as required by the notice;
  - c) any insurance policy (required by the terms of this Agreement) is cancelled or not renewed by reason of the use or occupation of the Before and After School Facility, or by reason of non-payment of premiums;
  - d) the Facility
    - i) is vacant or remains unoccupied for a period of thirty (30) consecutive business days;
    - ii) is not open for business on more than ninety (90) business days in any twelve (12) month period;

- iii) is used by any other persons, or for any other purposes, than as provided for in this Agreement without the written consent of the Board.
  - e) the Operator has failed to obtain or renew all required licences permitting it to operate the Program in the area outlined in Part 1 of this Partnership Agreement;
  - f) the Operator operates the Facility for any use other than the Program, or for any use in addition to the Program, without the written consent of the Board.
9. When an Act of Default on the part of the Operator has occurred, the Board shall have the right to terminate this Agreement and to re-enter the Facility and to re-lease the premises or deal with the premises as it may choose.
10. The Parties agree that the Facility is being made available to the Operator for use compatible with the Board's purposes and with the Operator's purposes.
11. The Operator will determine the programs offered and number of children admitted to each. Within these parameters preference will be shown to children whose siblings attend Robert Moore School or who themselves attend Robert Moore School.

In the event the Operator determines the program is not viable due to low registration, the Operator shall advise the Board by August 1<sup>st</sup> that the program will not be operation for the upcoming school year.

The Program will continue to run on any non-instructional days, excluding the following holidays: January 1, Family Day, Good Friday, Victoria Day, July 1, August Civic Day, Labour Day, Remembrance Day, December 25, December 26. The Centre may reduce hours and close at noon on the following days: December 24, December 31.

The content of the program would be the same content that school boards are required to include in a board-operated extended day program. The Board's content requirement would be prescribed by the Ministry's policy.

The Operator will ensure that staff or contractors who have regular direct contact with the children enrolled in its program report to the school's principal if they become aware that a pupil of the school may have engaged in an unsafe activity that could be grounds for suspension or expulsion. The school principal is also responsible for notifying the Superintendent of the Children's Complex of any suspensions or expulsions involving children attending the Program (Safe Schools Procedure 4.16).

12. The Operator shall not assign, sublet or part with possession of the Facility, or any part thereof, without the prior written consent of the Board.

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13. The Operator shall make all tenants' improvements at the Facility at its own expense. Such improvements or additions to the Facility, the school building or the school grounds, shall not be made except with the prior written consent of the Board, and all such improvements or additions shall become the property of the Board at the end of the Term of this Agreement, unless the Operator is able, upon removing the said improvements or additions, to restore the Facility, the school building or the school grounds to its original condition, and the costs of such restoration shall be the sole responsibility of the Operator, and such removal shall occur prior to the end of the Term of this Agreement. The Board acknowledges the need of the Operator for non permanent outdoor playground equipment and will not withhold consent to such improvements or additions unreasonably.
14. The Operator agrees to keep the Facility in good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted, and to deliver in such condition on the termination of the Agreement. The Operator shall pay to the Board the cost of any repairs or damages to the area for which it is responsible provided that the Board has paid for such repairs or damages. Upon receipt of a written notice from the Board, the Operator agrees to remove within fourteen (14) days any equipment, improvements or additions, or portions thereof, that the Board in its sole discretion deems unsafe. The Operator will be responsible for any damages to or loss of board property that is caused by its use in the Before and After School Program. The Board will be responsible for any damages to or loss of the Operator's property that is caused by its use in the School Program.
15. During the Term of this Agreement the Board shall maintain with respect to the School Site, insurance coverage insuring against:
- a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Facility or the property of the Board in which the Facility is located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Board, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;
  - b) liability for bodily injury or death, property damage sustained by a third party in the amount of \$5,000,000.00;
16. DAMAGE TO PREMISES
- a) If the premises, or the building in which the premises are located, are damaged or destroyed in whole or in part by fire or other peril, then the following provisions shall apply:
    - i) If the damage or destruction renders the premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the term hereby granted shall cease from the date of the damage or destruction occurred, and the Operator shall immediately surrender the remainder of the term and give possession of the premises to the Board, and the Operator's payment in Paragraph 3 hereof from the time of the surrender shall abate;
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- ii) If the premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the premises wholly unfit for occupancy, then said payments hereby reserved shall not accrue after the day following that such damage has occurred, or while the process of repair is going on, and the Board shall repair the premises with all reasonable speed, and the said payments shall resume immediately after the necessary repairs have been completed.
  - b) Except as provided in this paragraph, there shall be no abatement from or reduction of the rent payable by the Operator, nor shall the Operator be entitled to claim against the Board for any damages, general or special, caused by fire, water sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Board is obliged to provide according to this Agreement from any cause whatsoever.
- 17. The Board covenants to keep the Operator indemnified against all claims and demands whatsoever by any person, whether in respect of death, personal injury, damage to or loss of property, arising out of or occasioned by, the maintenance, use or occupancy of the School Site or the subletting or assignment of the same or any part thereof. The Board further covenants to indemnify the Operator with respect to any encumbrance on or damage to the Facility occasioned by or arising from the act, default or negligence of the Board, its officers, agents, servants, employees, contractors, customers, invitees or licensees, and the Board agrees that the foregoing indemnity shall survive the termination of this Agreement notwithstanding any provisions of this Agreement to the contrary.
- 18. The Operator covenants to keep the Board indemnified against all claims and demands whatsoever by any person, whether in respect of death, personal injury, damage to or loss of property, arising out of or occasioned by the maintenance, use or occupancy of the Facility or the subletting or assignment of the same or any part thereof during the life of the agreement. The Operator further covenants to indemnify the Board with respect to any encumbrance on or damage to the School site occasioned by or arising from the act, default or negligence of the Operator, its officers, agents, servants, employees, contractors, customers, invitees or licensees, and the Operator agrees that the foregoing indemnity shall survive the termination of this Agreement notwithstanding any provisions of this agreement to the contrary. For the purposes of Paragraphs 17 and 18, School Site shall mean the School Site at 475 Keating Avenue, Fort Frances, exclusive of the Facility.
- 19. The Operator shall carry insurance in its own name to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Operator to meet its ongoing obligations to the Board if any, and to protect the Operator against loss of revenue. The Operator will be required to provide a certificate of insurance to the Board on an annual basis.
- 20. The Operator shall carry insurance in its own name insuring against the risk of damage to the Operator's property within the premises caused by fire or other perils and the policy shall provide coverage on a replacement cost basis to protect the Operator's equipment, fixtures, decorations and improvements.



21. The Operator shall carry public liability insurance for bodily injury or death, as well as property damage insurance with coverage in the amount of \$5,000,000.00, and shall provide the Board with proof of insurance. The Board shall be an additional insured and the policy shall contain a cross-liability endorsement.
22. The Operator shall ensure that all staff/contractors provide a Criminal Background Check as per Regulation 521/01. An original Vulnerable Sector Screening must also be provided prior to starting. All staff must also complete annual WHIMIS training.
23. The Operator shall abide by all guidelines pertaining to the School Site, including a prohibition of alcoholic beverages and smoking in the Facility, and those rules listed in Schedule "D" attached shall be enforced as the rules in the Facility.
24. The Parties agree that it is their mutual goal to coordinate the Program with the School Program to the greatest extent possible where it will be to the benefit of both parties. Such coordination will be facilitated by the Before and After Superintendent and the Principal of the school.
25. The Superintendent of the Fort Frances Children's Complex and the Principal will arrange any sharing of space during and after school hours (but within the regular day care hours of operation) with respect to the School Facility and the Facility. Such arrangements shall be documented in writing including any regular use of areas beyond the Facility or for use in hours outside of the normal operating hours of the Facility. Outside of normal operating hours, any use by the Facility of any portion of the School shall be regulated by Board Procedure 6-10, Community Use of Schools, and shall be arranged far enough in advance to allow the Board to make whatever adjustments and arrangements that are necessary to custodial and other services.
26. The Operator shall be bound by and follow the Board's Guidelines for Use of School Buildings. In the event of a conflict in the implementation or the coordination of the School Program and the Extended Day Program, the following interim measures shall be used until the matter in conflict is resolved through the conflict resolution procedures outlined below:
  - a) If the matter will impact upon any portion of the School operation, the position of the Principal shall prevail.
  - b) If the matter will impact upon any portion of the Extended Day Program, the position of the Superintendent of the Fort Frances Children's Complex shall prevail.
  - c) Conflicts that arise between the Principal and Superintendent of the Fort Frances Children's Complex shall be mediated by the Superintendent of Business and the Manager of Community Services. If the issue cannot be resolved at this level, it may be referred to the Director of Education for the Board and the District Manager of the Ministry of Community and Social Services for final resolution. If the issue still cannot be resolved, the issue shall be submitted to arbitration pursuant to the provisions of the *Arbitration Act*.

27. The Program shall operate between the hours of 7:00 am and 8:40 am, and 3:00 pm and 6:30 pm during the months of September through the end of June. The Program shall operate between the hours of 7:00 am and 6:30 pm during any non-instructional days. Changes in operating hours will be made in writing by mutual consent of the Operator and the Board.
28. The Operator shall file with the Board a copy of the Operating Licence annually, and shall notify the Board forthwith of any termination or suspension thereof, or of any conditions placed upon such licence.
29. Except in the event of termination arising out of Acts of Default, either party may terminate this Agreement upon 180 days written notice to the other party.
30. Any notice to be given by the Parties pursuant to the provisions of this Agreement shall be given in writing by registered mail, and shall be deemed to be received on the third (3<sup>rd</sup>) business day after the mailing thereof as follows:
  - a) As to the Board, to the attention of the Superintendent of Business at the Rainy River District School Board, Business Office, 522 Second Street East, Fort Frances, ON.
  - b) As to the Operator, to the Clerk of the Town of Fort Frances and the Manager of Community Services addressed to the Town of Fort Frances, 320 Portage Avenue, Fort Frances, ON.
31. The provisions of this Agreement may be extended or deleted by the mutual consent of the Parties expressed as addendums to this Agreement, which are witnessed as signed.
32. This Agreement shall exist to the benefit of and be binding upon the Parties, their heirs, executors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement by signatures of their duly authorized signing Officials.

The Town Of Fort Frances

Rainy River District School Board

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Superintendent Of Business

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Education

SCHEDULE "D" - RULES AND REGULATIONS

The Organization shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Board as provided in this Agreement):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Organization, his agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Organization, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Organization by whom or by whose employees, agents, servants, contractors, or invitees the damage was caused.
4. The Organization shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other Organization.
5. The Organization shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Board. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product.
6. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
7. The Organization must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Organization neglecting this rule will be responsible for any damage caused to the property of other Organizations, or to the property of the Board, by such carelessness. The Organization, when closing the Premises, shall close all windows and lock all doors.
8. The Organization shall not without the express written consent of the Board, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Board, at the expense of the Organization, and shall surrender to the Board on the termination of the Agreement all keys of the Premises.
9. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
10. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Board.
11. The moving of all heavy equipment and office equipment or furniture shall occur only between 6:00 p.m. and 8:00 a.m. or any other time consented to by the Board and the persons employed to move the same in and out of the building must be acceptable to the Board. Safes and other heavy equipment shall be moved through the Premises and common areas only upon steel bearing plates. No deliveries requiring the use of an elevator for freight purposes will be received into the building or carried in the elevators, except during hours approved by the Board.
12. The Organization shall first obtain in writing the consent of the Board to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Organization's expense by an electrical contractor acceptable to the Board.

**RFP-2013-32 Before & After School Program**

13. The Organization shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
14. The Board shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Organization, his employees, agents, servants, contractors or invitees. The Board may from time to time waive any of such rules and regulations as applied to particular Organizations and is not liable to the Organization for breaches thereof by other Organizations.
15. The consumption and / or sale of alcoholic beverages on school premises is prohibited.

**SMOKING IN SCHOOL BUILDINGS OR ON SCHOOL PROPERTY IS PROHIBITED.**