

THIS PARTNERSHIP AGREEMENT made this ____ day of September, 2016

BETWEEN

THE TOWN OF FORT FRANCES

hereinafter called "the Operator"

- and -

THE RAINY RIVER DISTRICT SCHOOL BOARD

hereinafter called "the Board"

WHEREAS the Board is the owner of a School Site, namely Robert Moore School, located at 528 Second Street East, Fort Frances, ON, P9A 1N4 (the school site) and J.W. Walker School, located at 475 Keating Avenue, 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 for an Extended Day Program (the "Program");

AND WHEREAS the Operator has applied for a licence from the Ministry of Education to operate the Program at the said Facilities.

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, consisting of the four Kindergarten classrooms (rooms 157, 158, 149,150), the kitchen, the gymnasium, the computer lab and the library and more particularly described in the sketch attached as Schedule "A" hereto for a Term of five (5) years, commencing August 29, 2016 and ending on August 31, 2021. 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.

The Board hereby enters into partnership with the Operator, to allow use of the Facility, consisting of the two Kindergarten classrooms (rooms 104 and 110), the kitchen, the gymnasium, the computer lab and the library and more particularly described in the sketch attached as Schedule "A" hereto for a Term of five (5) years, commencing August 29, 2016 and ending on August 31, 2021. 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. (Schedule "B")

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 \$30.13 – 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 endeavour to schedule heavy duty cleaning in order that overtime are 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 which is attached as Schedule "C";
- 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 nor 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 of School Facilities; as set of 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 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 Facilities are 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, that the program will not be operating 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 possessions of the Facility, or any part thereof, without the prior written consent of the Board.
13. The Operator shall make all tenant's 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.
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;
 - 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 528 Second Street East, Fort Frances, and 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 Rules 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(s) of the Facilities 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 (Schedule "C" attached) 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 (Schedule "D" attached).

In the event of a conflict in the implementation or the coordination of the School Program and the School 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 School 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 Education 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 a.m. and 8:40 a.m.) and (3:00 p.m. and 6:30 p.m.) during the months of September through the end of June. The Program shall operate between the hours of 7:00 a.m. and 6:30 p.m. 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 (3rd) 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 hereto 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.

For the Operator

For the Board

Town Clerk

Chair of the Board

Mayor

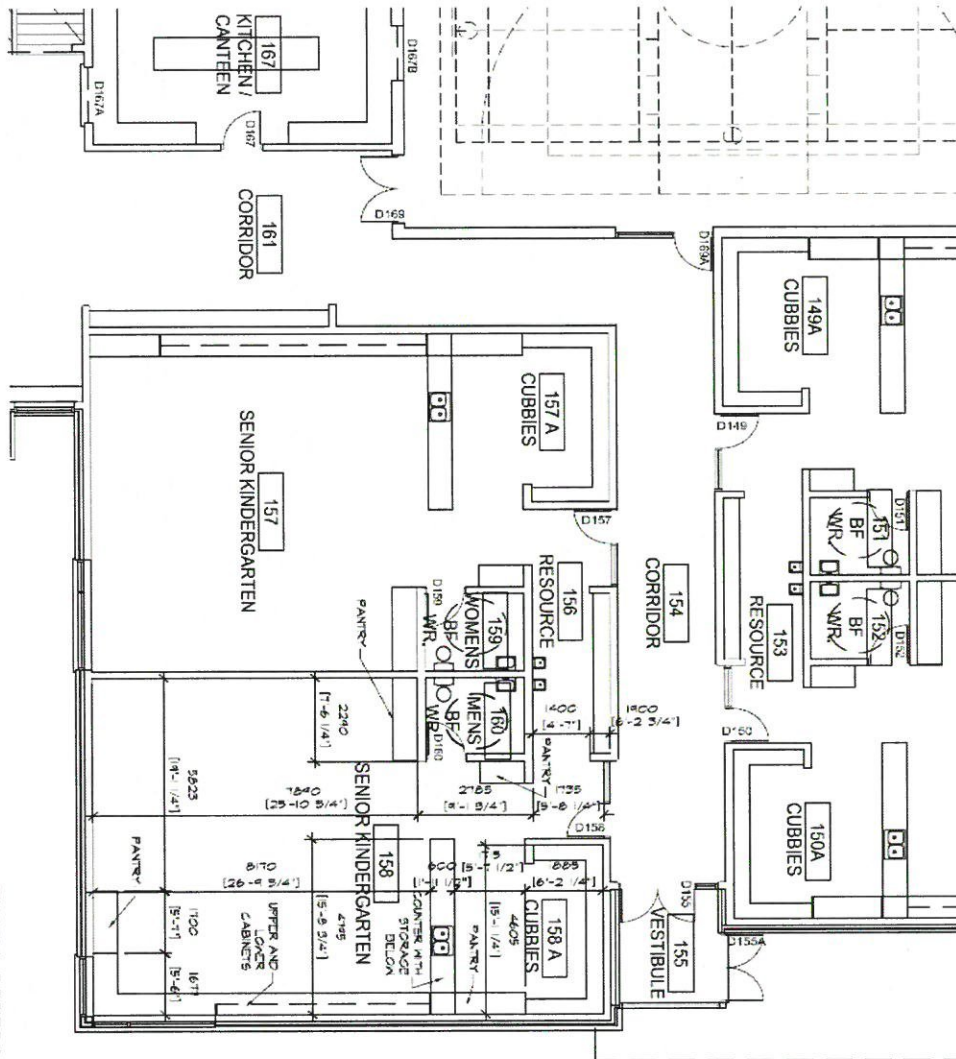
Director of Education

(seal)

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SCHEDULE "A"



Robert Moore Public School
Kindergarten Classroom Plan

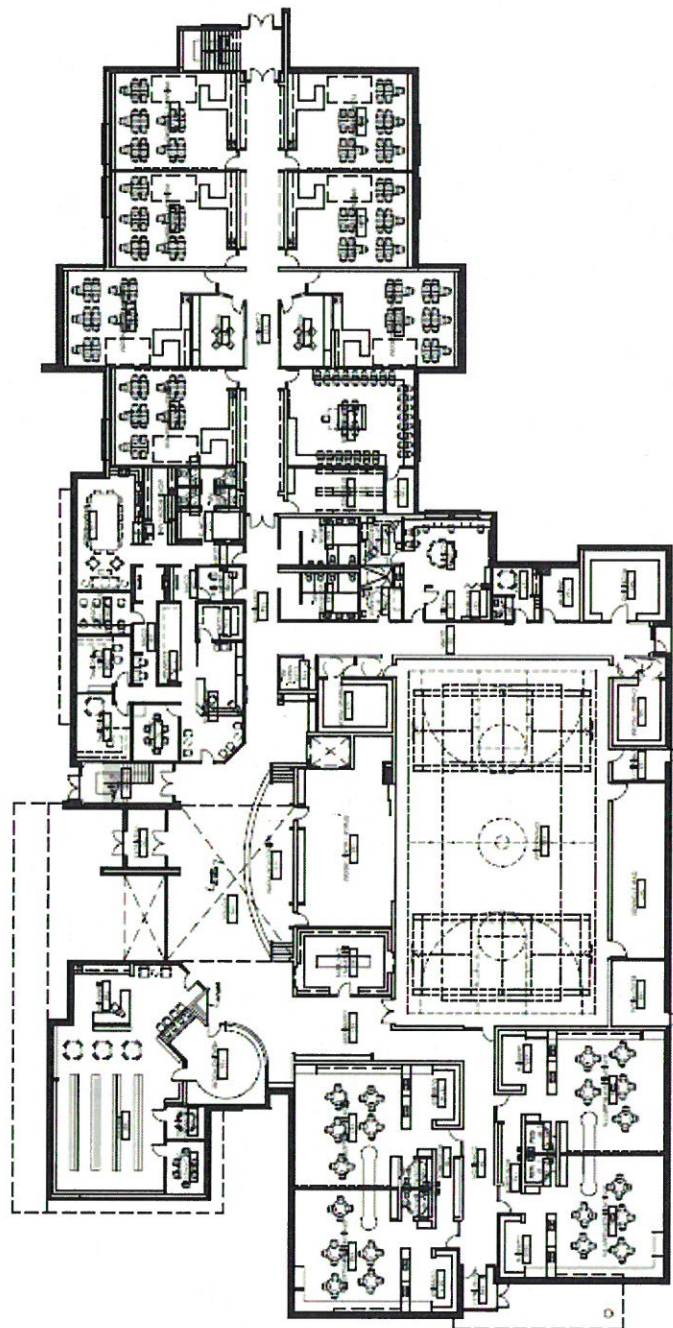
Fort Frances, Ontario

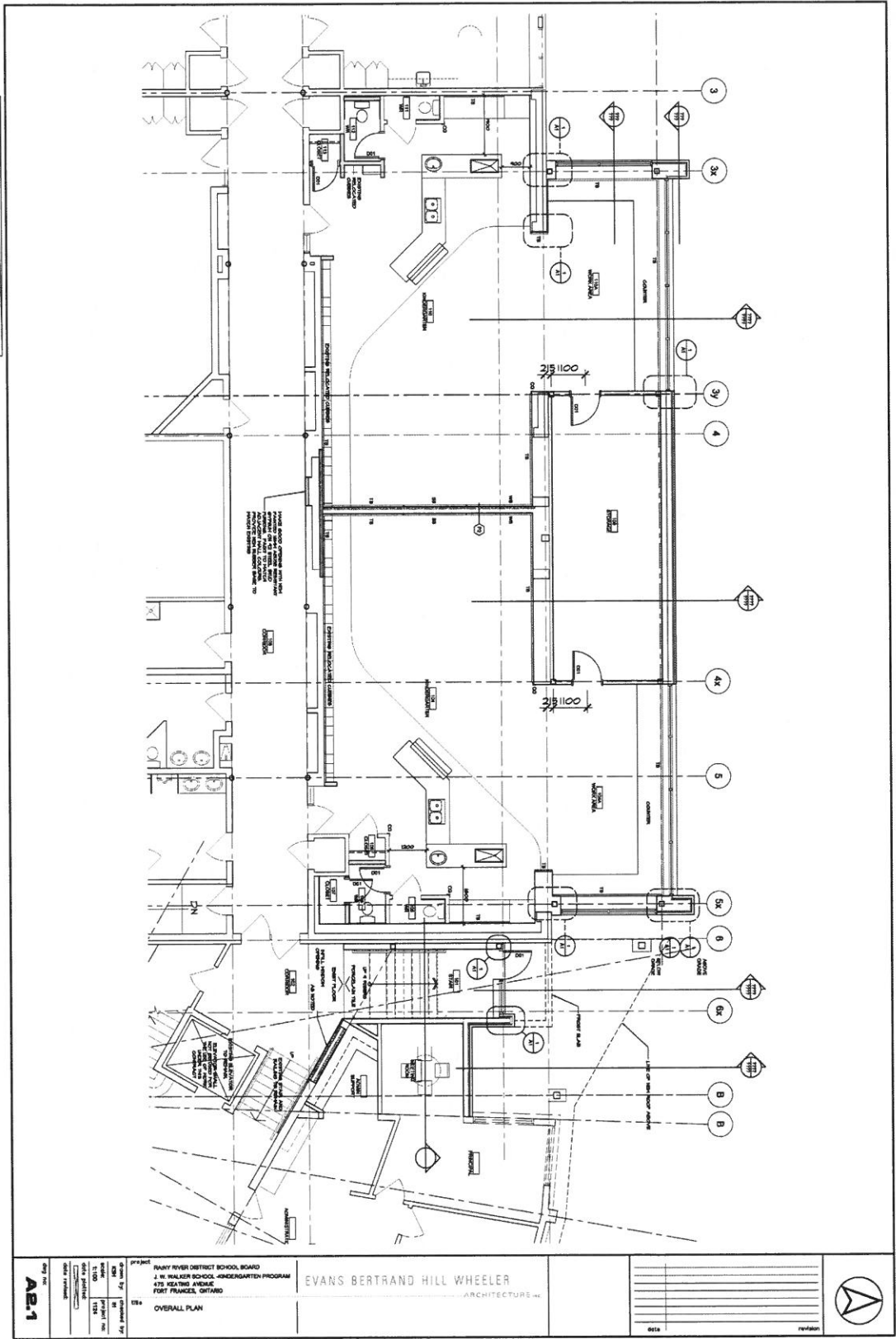
Rainy River District School Board

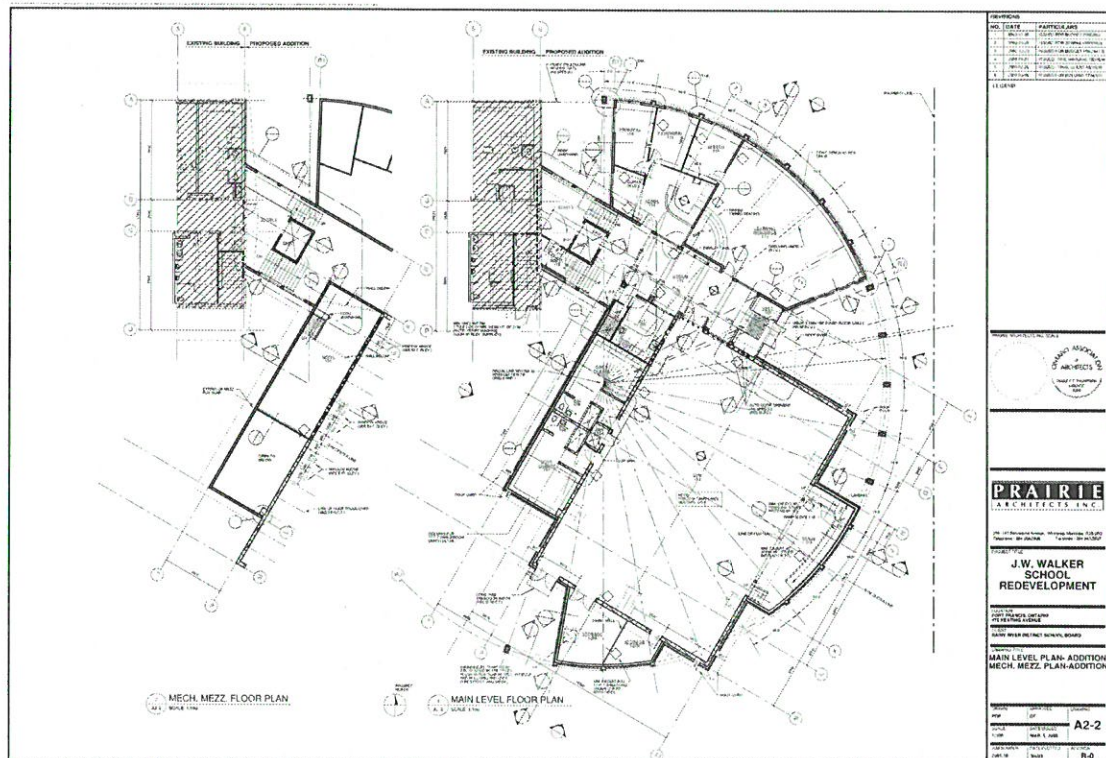
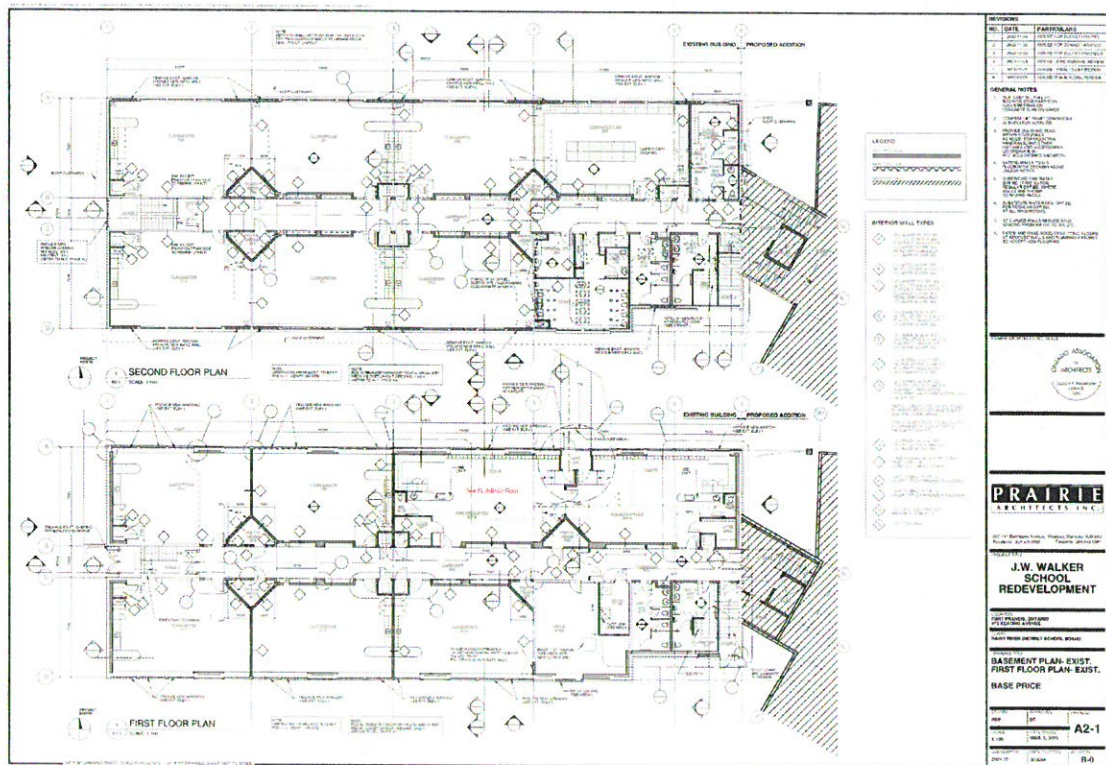
Scale: 1/100
Date: January 14, 2009

EVANS BERTRAND HILL WHEELER

ARCHITECTURE INC.







SCHEDULE "D"

BEFORE and AFTER SCHOOL PROGRAM GUIDELINES FOR USE OF SCHOOL BUILDINGS

1. Individuals responsible for programs and supervision must have reached the age of legal responsibility (18).
2. The Board will not be responsible for personal injury or damage, or for the loss or theft of clothing or equipment of the Operator or anyone attending on the invitation of the Operator. The Board reserves the right to request proof of liability insurance as a condition of use.
3. The exits must be kept free from obstruction in case of fire.
4. The Operator shall be responsible for the conduct and supervision of all persons admitted into the school and ensure that all requirements are met.
5. Subletting of space is not permitted.
6. The Operator shall be responsible for any damage to Board property and equipment as determined by the Superintendent of Business in conjunction with the school principal or designate.
7. The group shall confine their activity to the facilities designated in the Agreement.
8. The normal hours of availability will be no earlier than 6:30 a.m. and no later than 10:00 p.m.
9. The supply of sports equipment, audio-visual equipment and special lighting will be made available in consultation with the school principal.
10. Smoking in and on board property is not permitted.
11. The consumption and/or sale of alcoholic beverages in and on board property are prohibited.
12. Compliance with all requirements of the *Retail Sales Tax Act* and any other licences, etc., shall be the responsibility of the user.

13. The Operator must familiarize staff and clients with the location of fire exits, fire alarm pull stations, and fire fighting equipment PRIOR to using the facility.
14. The Operator and its staff shall inform themselves of the school's emergency procedures, including lockdowns and threat assessments. This information can be obtained from the school principal or designate.

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