

School District #62 (Sooke)

DISPOSAL OF LAND OR IMPROVEMENTS, LEASES, RIGHTS OF WAY AND EASEMENTS	No.: F-223
	Effective: Mar. 11/08 Revised:

SCHOOL BOARD POLICY

The Board of Education may dispose of property owned or administered by the Board including land and improvements, leases (short-term and long-term), rights of way and easements under the authority of Section 96(3) of the *School Act* and Ministerial Order M16/03. The authorization for disposal of land or improvements must include consideration of the future educational needs of the District, disposition through a public process, and disposition at fair market value.

As required under Section 65(5) of the *School Act*, the Board may exercise a power with respect to the disposal of property owned or administered by the Board only through a by-law. This policy does not apply to grants of Crown Land, as described in Section 99 of the *School Act*.

The Minister of Education will be notified of the disposal of land or improvements without delay by providing the Minister with a copy of the by-law. The Minister of Education will also be provided with written notification of the disposition and allocation of the proceeds as required under Section 100(2) of the *School Act*.

The Board of Education may consider alternate uses for surplus classrooms, portions of buildings, and portions of sites before, during or after regular school hours. Lease revenue generated from alternate uses will be used to enhance and further public educational programs. Any leases that share space or facilities with an operational school during regular school hours must consider the safety of the students attending the school and ensure that such uses are congruent with educational instruction and programs.

In order to protect the long-term interests of the school system and make the best possible use of surplus property (including land, improvements and surplus classrooms) in each case, the Board will consider each case on its own merits and will choose from among all options available one that best suits the particular site and the current projections for its future use. All leases must recover all costs and the School District will not subsidize any community use of the facility or school site from instructional resources. Existing joint-use agreements will generally apply to rental agreements as defined below while the policy will govern lease agreements.

Definitions

- "fair market value" means the amount, price, consideration or rent that would be obtained by a School Board in an arm's length transaction in the open market between willing parties acting in good faith.
- "lease" means every agreement whereby the School Board, as landlord, confers upon another person, as tenant, the exclusive right to occupy land, a building, a portion of land or a building:

- a. for a term of at least 3 months, or
 - b. in the discretion of the School Board, for a term of less than 3 months.
- “rental agreement” means:
 - a. an ad hoc agreement to use land, a building, or a portion of land or a building, between the School Board and a third party where use is non-exclusive (i.e. the Board may permit others to also use the land or building and/or the Board may move the group to other space to accommodate school programming needs), or
 - b. in the discretion of the School Board, an agreement whereby the Board, as landlord, confers upon another person, as tenant, the exclusive right to occupy land, a building, or a portion of land or a building for a term of less than 3 months. Rental agreements shall be governed through Joint Use agreements.