

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023

BETWEEN:

PARKLAND COUNTY

AND

THE BOARD OF TRUSTEES OF PARKLAND SCHOOL DIVISION

WHEREAS:

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of the school board to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and school boards; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school boards; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

1) DEFINITIONS

a) In this Agreement, the following terms shall be interpreted as having the following meanings:

- i. "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- ii. "Arbitration Act" means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- iii. "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- iv. "Board" means the Parkland School Division.
- v. "Calendar Day" means any one of the seven (7) days in a week.
- vi. "CAO" means the Chief Administrative Officer of the Municipality.
- vii. "Council" means the municipal council of the Parkland County.
- viii. "Education Act" means the *Education Act*, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- ix. "Effective Date" means _____ (insert date).
- x. "Facility Plans" means the capital plan and facility plan prepared by the Board for approval by the Alberta Government.
- xi. "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Board, the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Board.
- xii. "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- xiii. "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A" and "B" as being available for booking by the Parties.
- xiv. "Municipality" means the municipal corporation of the Parkland County, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.

- xv. "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- xvi. "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- xvii. "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- xviii. "Operating Committee" means the committee which is comprised of the CAO and Superintendents (or designates) as established under this Agreement.
- xix. "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- xx. "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- xxi. "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedule "B".
- xxii. "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- xxiii. "Superintendent" means the Chief Executive Officer of the School Boards.

2) SCHEDULES

a) The following is the list of Schedules to this Agreement:

- Schedule "A" – Parkland County Facilities Available for Joint Use
- Schedule "B" – Parkland School Board Facilities available for Joint Use

- Schedule “C” – Operating Guidelines for Joint Use Space
- Schedule “D” – School Site Planning Guidelines
- Schedule “E” – Dispute Resolution Process

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2028. The review shall be undertaken by the Operating Committee with recommendations for amendment provided to Council and the Board.
- c) Any amendments to this agreement shall be agreed upon by both Council and the Board.
- d) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

4) WITHDRAWAL AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where either Party view this Agreement as no longer meeting their interests, they shall give written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, the Parties shall commence a review of this Agreement within 60 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by both Parties, the terms and conditions of this Agreement shall remain in effect.

5) PRINCIPLES

- a) The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

- i. **Respect for Autonomy** - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Board and Municipal Council believe to be in the best interests of the people they serve.
- ii. **Cooperation and Partnership** - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.
- iii. **Efficiency and Effectiveness** - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural, and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.
- iv. **Transparency and Openness** - The Parties shall make available to each other such information as is necessary to make this agreement successful.

6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) In lieu of a single agreement involving participation by all of the municipalities in which the Board operates, the Parties agree to consult and involve other municipalities that are served by the same Board on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future school sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- b) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the CAO and the Board's Superintendent and the equivalent established between the Board and the other municipalities.

7) MEETING OF COUNCIL AND BOARD

- a) Council of the Municipality and the members of the Board shall meet at least every three (3) years to discuss issues of mutual interest.

- b) Each meeting shall be chaired by the Mayor or the Chairperson of one of the Board on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting.
- d) Minutes shall be kept for all meetings of Council and the Board. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

8) OPERATING COMMITTEE

- a) The Operating Committee shall consist of the CAO (or designate) and the Superintendent (or designate).
- b) The Operating Committee shall oversee the operation and review of this Agreement.
- c) The role of the Operating Committee shall be to:
 - i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Board;
 - ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Board;
 - iii) provide a forum for the operational concerns of the Parties to be discussed;
 - iv) consult with and provide a forum, on an as needed basis, through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space;
 - v) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;
 - vi) review the Facility Plans of the Board annually;
 - vii) review any proposed amendments or updates of the Municipality's Municipal Development Plan and Area Structure Plans and Concept Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
 - viii) determine how available or proposed school sites are allocated based on the annual review of the updated Facility Plan of the Board;

- ix) develop agenda items for any meeting of the Council and the Board; and
- x) undertake a formal review of this Agreement as and when required and communicate their findings of the review to Council and the Board.
- d) The Operating Committee shall meet at least once every two (2) years and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
- e) Meetings of the Operating Committee shall be arranged by the CAO or their designate.
- f) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
- g) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
- h) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the Council and Board for resolution or direction as to how the matter should be resolved.
- i) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties within 14 calendar days of the meeting.
- j) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Board or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
- k) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

9) JOINT USE SPACE

- a) The Municipality shall make available, to the Board, those Municipal Facilities identified as Joint Use Space in Schedule "A". The Municipality shall not charge fees for the use of Joint Use Space except as specified by Parkland County.
- b) The Board shall make available, to the Municipality, those portions of Schools identified as Joint Use Space in Schedule "B". The Board shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).

- c) The CAO may, upon one (1) month written notice to the Board, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- d) The Superintendent of the Board may, upon one (1) month written notice to the Municipality, add to or remove from the list of Joint Use Space provided by their Board, all or any portion of one or more of their Schools.
- e) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use.
- f) Notwithstanding any other provision in this Agreement or its Schedules, the authorized representative or the Board or Municipality, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- g) Appeals of a refusal by the authorized representative of a Board or the Municipality to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Principal's Superintendent and thereafter to the Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- h) Notwithstanding any other provision in this Agreement, the Municipality and/or Board may immediately remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

10) OPERATING GUIDELINES FOR JOINT USE SPACE

- a) The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "C", as amended from time to time pursuant to the terms of this Agreement.

11) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

- a) The Board shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.

- b) The decision of where and when to propose construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall use their Municipal Development Plan to identify the number, general size, and location of existing and future school sites.
- e) In determining the number, location, and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "D". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan, or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- f) There shall be no pre-allocation of school sites to the Board nor shall school sites be identified as available to the Board in the Municipal Development Plan, Area Structure Plan, or Concept Plan.
- g) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board, the site shall be considered available for allocation to another Board.
- h) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves using, if necessary, the Dispute Resolution Process described in Schedule "E".
- i) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide school sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for school sites using any other resources at the Municipality's disposal. The decision to commit the use of other resources at its disposal to acquire a school site shall be at the sole discretion of the Municipality.
- j) The Boards acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for school sites and the open space plans of the Municipality.

- k) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- l) In the event that a school site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned school site about providing the site earlier than originally expected through a pre-dedication process. The Municipality shall lead all negotiations and dealing with the owner(s) of the land, and the Board may be present and assist.

12) SERVICING AND DEVELOPMENT OF SCHOOL SITES

- a) All school sites shall be serviced to the property line prior to transfer to a Board
- b) The services to be provided include, but are not limited to: water, sanitary, stormwater, electrical service, natural gas, telecommunications, roads, and sidewalks.
- c) Where one or more services are not available at the property line of the school site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any school site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

13) FACILITY AND SITE SPECIFIC AGREEMENTS

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.

14) TRANSFER OF SCHOOL SITE

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as a municipal and school reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.

- c) The School Portion shall be transferred to a Board once:
 - i) The Board has an identified need for the School site; and
 - ii) The Board has approval of the funding for the design of the School on the site.
- d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality.

15) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) If the Board concludes that it no longer requires Reserve Land or Board Owned Land that was previously transferred to it by the Municipality, the Board shall consult with Alberta Education to determine if they require that Reserve Land or Board Owned Land for another educational authority.
- b) In the event that the Reserve Land or Board Owned Land is not needed by Alberta Education, the Board shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from doing so by the Education Act or other legislation.
- c) The Municipality shall have thirty (30) Calendar Days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land or Board Owned Land to confirm whether it agrees to take back the Reserve Lands or Board Owned Land at fair market value.
- d) If the Municipality opts to acquire the Reserve Land or Board Owned Land, the Municipality shall take the Reserve Land or Board Owned Land as is, where is, including all buildings and improvements on the Reserve Land or Board Owned Land. The Reserve Land or Board Owned Land shall be transferred to the Municipality at fair market value.
- e) In the event that the Municipality elects not to assume ownership at fair market value the Board will proceed to disposal of the Reserve Land as per the Education Act.

16) DISPUTE RESOLUTION

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.

- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule “E” for non-operational disputes.

17) APPLICABLE LAWS

- a) This Agreement shall be governed by the laws of the Province of Alberta.

18) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

19) TIME OF THE ESSENCE

- a) Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Board is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Board.

20) NON-WAIVER

- a) The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

21) NON-STATUTORY WAIVER

- a) The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any

law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

- b) The Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

22) SEVERABILITY

- a) If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

23) FORCE MAJEURE

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
 - i) an inability to obtain materials, goods, equipment, services, utilities or labour;

- ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works;
 - v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

24) INSURANCE

- a) In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

25) INDEMNIFICATION

- a) Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non- Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

26) NON-ASSIGNMENT OR TRANSFER

- a) No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

27) SUCCESSORS

- a) The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the Board .

28) REPEAL OF PREVIOUS AGREEMENTS

- a) Upon the signing of this Agreement by both Parties, all previous agreements relating to Joint Use and Planning between the Municipality and the Board are considered null and void.

29) NOTICES

- a) All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendent using the mailing address for their respective offices as shown below:

PARKLAND COUNTY
53109A Hwy 779
Parkland County, AB T7Z 1R1

and

PARKLAND SCHOOL DIVISION
4603-48 St
Stony Plain, AB T7Z 2Y8

- b) Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.

30) NO PARTNERSHIP

- a) Nothing contained in this Agreement shall be deemed or construed as creating the relationship of partnership or of joint venture between the Parties.

31) COUNTERPARTS

- a) This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same agreement.

DRAFT

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

PARKLAND COUNTY

PER MAYOR: _____

PER CAO: _____

THE BOARD OF TRUSTEES OF PARKLAND SCHOOL DIVISION

PER BOARD CHAIR: _____

Schedule "A" – Parkland County Facilities Available for Joint Use

Name of Facility	Description of Facility and Amenities	Joint Use Times
Entwistle Community Rec Centre	Outdoor Pool Multipurpose Space	Weekdays 9am – 3:30pm
Wabamun Community Hall	Multipurpose Space Stage	Weekdays 9am - 3:30pm
Keephills Hub	Gymnasium Two (2) Classrooms	Weekdays 9am – 3:30pm
Meridian Sports Park	Soccer Field Four (4) Ball Diamonds	Weekdays 9am – 3:30pm
Coal Diamond Sports Park	Two (2) Ball Diamonds	Weekdays 9am – 3:30pm

- From time to time it is understood the Municipal Facilities will be unavailable due to other bookings. Some facilities are used as polling stations for provincial or federal elections.

Schedule “B” – Parkland School Division Facilities Available for Joint Use

Name of School	Description of Facility and Amenities	Joint Use Times
Blueberry School	Gym	Weekdays 6pm – 8pm Weekends 8am – 8pm
Duffield School	Gym	Weekdays 6pm – 8pm Weekends 8am – 8pm
Entwistle School	Gym	Weekdays 6pm – 6:30pm Weekends 8am – 8pm
Graminia School	Gym	Weekdays 6pm – 9pm Weekends 8am – 8pm
Muir Lake School	Gym	Weekdays 6pm – 9:30pm Weekends 8am – 8pm
Parkland Village School	Gym	Weekdays 6pm – 6:30pm Weekends 8am – 8pm
Tomahawk School	Gym	Weekdays Not Available Weekends 8am – 8pm
Wabamun School	Gym	Weekdays 6pm – 6pm Weekends 8am – 8pm

- School Buildings shall not be available on Statutory Holidays, School breaks and the weekends on either side of said school breaks (including the months of July and August), Division closures and annual maintenance shutdowns.
- A School Facility Use Agreement shall be entered into in order to book a School Facility.
- Use of School Facilities outside of Joint Use Hours and calendar restrictions may be considered through special request.
- From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.

Schedule "C" – Operating Guidelines for Joint Use Space

1. Booking Joint Use Space

- a) Booking the use of Joint Use Space within Schools shall be made through the School Division's Facility Department.
- b) Booking School use of Municipal Facilities identified as Joint Use Space shall be made directly with the authorized representative of each respective Municipal Facility.

2. Cancellation of Bookings

- a) A booking for use of Joint Use Space within a School may be cancelled at any time by the School Division's Facility Department. The authorized representative shall provide as much notice as reasonably possible to the Municipality.
- b) The Municipality may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Principal of the respective School.

3. Fees for Joint Use Space

- a) Fees charged to any Party to this Agreement for the use of Joint Use Space within a School within Joint Use Hours shall be in accordance with the Board's Directives, and shall be limited to:
 - i. The use of specialized equipment
 - ii. The provision of specially trained or technical staff (i.e. computer lab technicians) necessary for the use of the Joint Use Space
 - iii. Any additional janitorial or custodial services, outside of regular operating shifts, related to the use of the Joint Use Space
 - iv. The provision of supervisory staff or hosts related to the use of the Joint Use Space; and
 - v. Cost recovery
- b) Fees charged to any Party to this Agreement for the use of Joint Space within Municipal Facilities will be to cover the actual cost incurred by Parkland County.

4. Equipment

- a) The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required must be requested at the time of booking with the school Principal.

5. Custodial Responsibility and Building/Facility Maintenance Responsibility

- a) The School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.
- b) The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

6. Damages to Joint Use Space

- a) For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the respective Board that owns the School that was damaged.
- b) For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

7. Playing Fields and Playgrounds

- a) For the purposes of this section, the following definitions shall apply:
 - i. “Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.
 - ii. “Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.
 - iii. “Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.
 - iv. “Refurbishment” means to aerate, top dress and over seed taking the playfield off line for a 12 month period.
 - v. “Re-development” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the top soil, finished surface (seed/sod/shale) and the

replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two years.

- b) Maintenance of playing fields on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields on School lands shall be the responsibility of the Board.
- c) Each Party shall perform regular assessments on playfield conditions to determine short term and long term maintenance, or as appropriate, refurbishment required for each playfield. The Parties shall advise each other of any major refurbishment or redevelopment of playfields.
- d) Maintenance of playgrounds shall be the responsibility of the Party upon whose lands the playground is located. Maintenance of playgrounds does not include or guarantee replacement of the playground.
- e) Despite the identity of the Party that funded or installed a playground, the Party upon whose land it is located shall at all times have the right to remove the playground if ongoing maintenance of the playground is unwarranted due to safety concerns, or because of costs associated with ongoing maintenance. The replacement of the playground is at the sole discretion of the Party upon whose land it is located.

Schedule “D” – School Site Planning Guidelines

The parameters contained in this Schedule shall be applied when planning future school sites in the Town’s Municipal Development Plan, Area Structure Plans or Concept Plans.

Size of Site

The size of school sites to be included in a plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used by each Board.

For the Parkland School Division, the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

The acreage guidelines outlined in the tables above are approximate acreages. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared facilities adjacent to the school site.

Each school site shall be of adequate size to meet the initial and future expansion needs of the school.

Where possible, school sites shall be located across quarter section lines to make use of reserve dedication from two quarter sections to create a larger, shared site for two schools. For example, two elementary schools may share a set of playing fields requiring a total site area of 15 to 18 acres rather than 20 to 24 acres for two separate sites.

Where possible sites for high schools shall be created using reserve dedication; however, acquisition of additional land will likely be needed to create the size of site required. In these circumstances, a separate agreement shall be negotiated between the Parties involved in the acquisition of the site.

Site Shape and Configuration

Each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area.

Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.

Frontage along a Public Street

Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it shall be a continuous frontage along the entire length of one side of the site.

Accessible to Several Modes of Travel

Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.

Each site shall accommodate bicycle access and on-site bicycle parking facilities.

Site Topography and Soil Conditions

Each school site shall have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain.

Flexibility for Design

Each school site shall not be encumbered with utilities and utility rights of way that divide the site or otherwise reduce the options for the placement of buildings and improvements.

No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.

Access to Services

Each school site shall be located where access to a sewage collection and disposal system, water system, storm drainage services and three phase power is available or can be made available.

Schedule "E" – Dispute Resolution Process

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of a Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party shall select one name from the short list and advise the other Party of their selection within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.

7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench.

14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

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