

Guide for Creating Joint Use and Planning Agreements



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AVAILABILITY OF GUIDE

The intent of the project was to create a resource that would be available to all Alberta Municipalities and School Boards – many of which will be establishing joint use and planning agreements for the first time. It is available for use without need of obtaining authorization by the author.

The content of this Guide is available in editable format (Word document) for any who wish to use it. To obtain the digital file please contact:

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INTRODUCTION

In 2020, the Province of Alberta formally amended the *Municipal Government Act* and the *Education Act* to require municipalities and school boards to establish joint use and planning agreements. This Guide provides background information about joint use and planning agreements and the many considerations that may go into these types of agreements. It is written to assist rural municipalities, smaller urban municipalities and schools boards as they work to establish agreements, many of which are being created for the first time, in a manner that meets the expectations of the legislation while serving the interests of their respective communities.

The Guide provides an overview section about joint use and planning agreements to give a quick reference about the subject and the expectations around creating the agreements. Subsequent sections provide information intended to familiarize those preparing the agreements with issues and considerations school boards and municipalities should take into account when considering shared access and use of facilities, planning for future school sites, planning new schools or expanding existing school buildings.

The Guide also provides a series of template or model agreements intended to assist municipalities and school boards to start the process. These model agreements have been created based on the experience of larger Alberta municipalities while taking into account the perspective of a rural municipality or smaller urban setting. The agreements also consider the more common regional nature of school boards outside Alberta's major urban centres.

BACKGROUND AND OVERVIEW

What is a Joint Use and Planning Agreement?

A joint use and planning agreement (JUPA) is a written agreement between one or more municipalities and one or more school boards which addresses:

1. shared use and access to facilities,
2. funding of shared facilities and services, and
3. the planning and acquisition of new or expanded school sites.

The requirement to have an agreement and the minimum content to be included in the agreement are set out in the *Municipal Government Act* for municipalities. The *Education Act* contains similar clauses for school boards. *Appendix A* contains the specific references from the *Municipal Government Act*.

The agreement is intended as a flexible means of meeting the broad legislative responsibilities of each municipality and school board in a manner that best fits their local circumstances and preferences. There is no "one size fits all" model prescribed in the legislation.

Who must have an Agreement?

A municipality is expected to have an agreement with each “school board that is operating within the municipal boundaries of a municipality.” This requirement is not linked to whether or not the school board operates a school located within that municipality. Offering services to students who reside in one municipality where the school they attend is located in another municipality is a form of “operating.”

Drawing 1 on the next page provides a map showing a sample of the overlapping jurisdictions of municipalities and school boards for counties, towns and villages located within Central Alberta as of January 2022. Each municipality shown on the map has at least two school boards operating within its boundaries, being one of the two Francophone school boards that serve Alberta and a public school board. Many of the municipalities shown on the map have three school boards operating within their boundaries depending on where a Catholic school board’s jurisdiction has been formally established. Occasionally, a rural municipality, such as Lacombe County, may have two public school boards or two Catholic school boards operating within their boundaries.

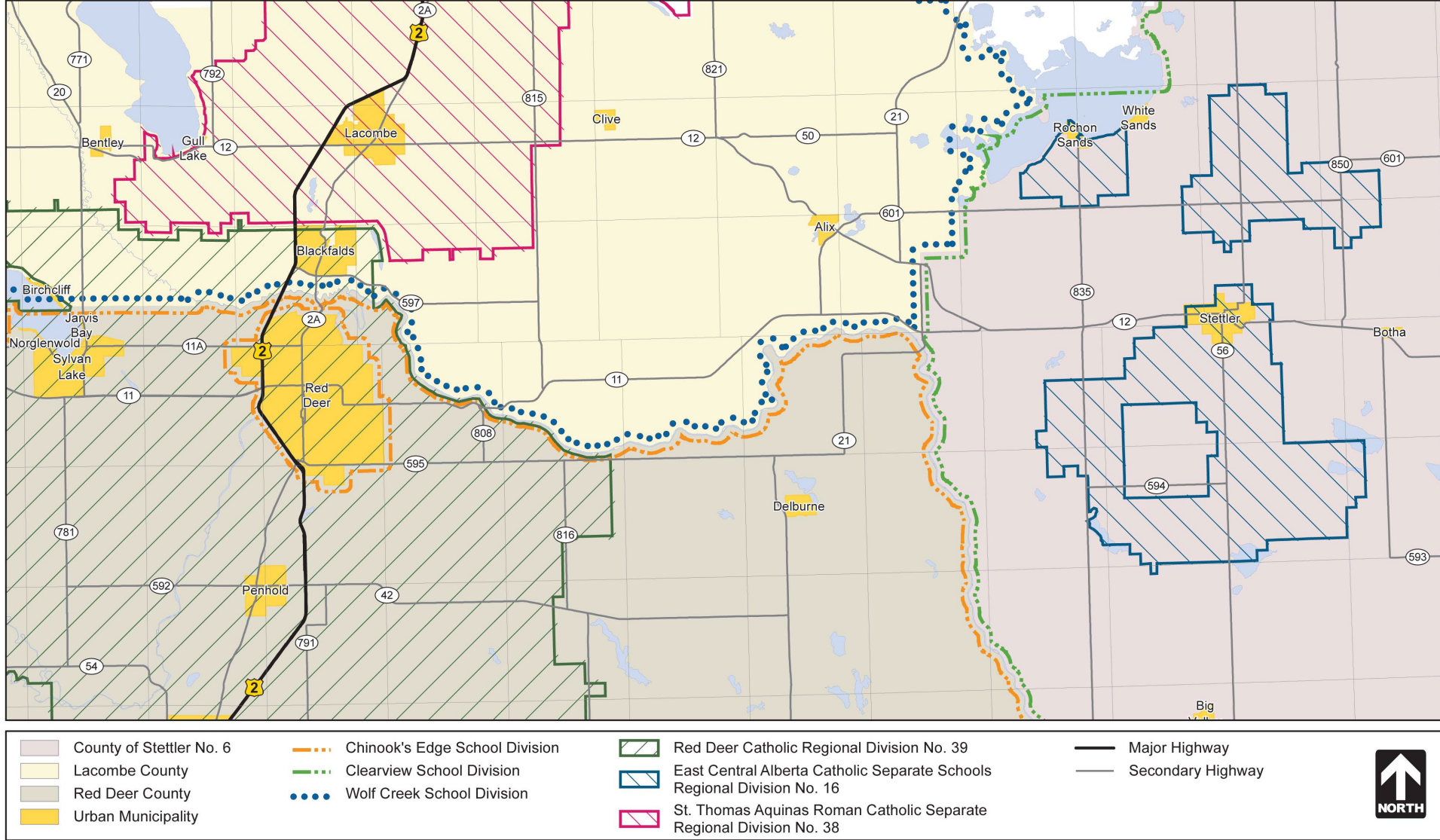
The map does not provide the full picture of where school boards operate. For example, the school boards operating in the Village of Alix include the Greater North Central Francophone Education Region and Wolf Creek School Division based on mapped jurisdictional boundaries. While the Village of Alix does not fall within the formal boundaries of a Catholic school division, Catholic school students residing in the Village of Alix may be served by a nearby Catholic school division through private or public transportation to the nearest Catholic school in a nearby municipality. This

means that at least one Catholic school division may need to be a party to an agreement with the Village of Alix.

The *Municipal Government Act* provisions allow more than one municipality to be party to a joint use and planning agreement. The Education Act provisions allow more than one school board to be party to the agreement. Once the number of school boards operating in a particular municipal jurisdiction is established, each municipality and each school board will need to determine if they wish to create bi-lateral (one municipality and one school board) agreements or join with other municipalities and school boards in the creation of multi-lateral (more than one municipality and more than one school board) agreements.



Figure 1: Olds High School, Olds, AB



Drawing 1: Sample of Jurisdictional Boundaries in parts of Central Alberta

What does the Legislation require in the Agreement?

Section 670.1(3) of the *Municipal Government Act* states that a joint use and planning agreement must contain provisions:

1. Establishing a process for discussing matters relating to:
 - a. the planning, development and use of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality,
 - b. transfers under section 672 or 673 of municipal reserves, school reserves and municipal and school reserves in the municipality,
 - c. disposal of school sites,
 - d. the servicing of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality, and
 - e. the use of school facilities, municipal facilities, and playing fields on municipal reserves, school reserves and municipal and school reserves in the municipality, including matters relating to the maintenance of the facilities and fields and the payment of fees and other liabilities associated with them,
2. Respecting how the municipality and school board will work collaboratively,
3. Establishing a process for resolving disputes, and
4. Establishing a time frame for regular review of the agreement, and may, subject to the *Municipal Government Act*, regulations made under the *Municipal*

Government Act, the *Education Act* and regulations made under the *Education Act*, contain any other provisions the parties consider necessary or advisable.


Appendix A contains excerpts from the *Municipal Government Act* related to joint use and planning agreements.

When do we have to have an Agreement in place?

Municipalities and school boards have until June 2023 to have an agreement in place. The legislation contains a three year deadline which began after the Bill 25, the *Red Tape Reduction Implementation Act* provisions came into force. The Bill 25 provisions came into force on June 10, 2020.

In addition, when a school board commences operating in a municipality after June 2023, the municipality and that school board have three years from the date that the school board commenced operations to put an agreement in place. For the most part, the second scenario will apply to the changing boundaries of a Catholic school board or the formation of a new school board.

The legislative changes to the *Municipal Government Act* and the *Education Act* respecting joint use and planning agreements are mostly the same. The one area of difference is the *Education Act* provision that allows the Minister of Education to extend the time period that a school board may have to enter into the agreement. Presumably the school board's partners in the agreement will also benefit from any extension of time that may be granted by the Minister of Education.



The legislation makes no provision for the repeal or termination of joint use and planning agreements. The intent appears to be that, once initially established, some form of agreement meeting the legislative requirements must always be in place between each municipality and each applicable school board.

Which Sites must be addressed in the Agreement?

The text of the *Municipal Government Act* focuses on school sites and facilities and municipal facilities and playing fields that are located on lands that have been acquired or may be acquired through the subdivision approval process under the *Municipal Government Act*. These are the “municipal reserves, school reserves and municipal and school reserves” that are referenced in section 670.1(3)(a)(i) through (iv). This means that some existing school sites are not required by the legislation to be addressed in the joint use and planning agreement. For many school sites across rural and small town Alberta, the only school present in the community may not be located on a municipal reserve, school reserve or municipal and school reserve parcel.

The Clive School in the Village of Clive is an example of a school site in small town Alberta that was not acquired using the reserve land dedication provisions of the *Municipal Government Act*. This means that a landowner was not required to provide the school site as a condition of a subdivision approval. The school is located on a parcel of land that was purchased by Lacombe County when Lacombe County was the school authority for the Village of Clive (formerly the Board of Education for the County of Lacombe). Following the establishment of school boards as separate

entities in the early 1990s, ownership of this parcel went to the newly formed Wolf Creek Public Schools.

The use and maintenance of municipal facilities and playing fields located on municipal reserve, school reserve, or municipal and school reserve parcels is also to be covered in the agreement. Similar to the Clive School example, not all municipal facilities and playing fields are located on a reserve parcel. Many of these facilities may be located on a site that was purchased as a fee simple parcel for the set purpose of providing a recreation related facility. One example of this is the Penhold Regional Multiplex which accommodates municipal playing fields, arena, library, community gyms and a school. All Star Park in Blackfalds featuring several playing fields is another example.

Despite the specific reference to sites acquired through dedication at the time of subdivision, the legislation does not prohibit a municipality and school board from expanding the scope of their joint use and planning agreement to address other topics, and presumably other sites. This broadening of scope is tempered by the expectation that the parties stay within the parameters of the provincial legislation.

In a regional context, the school board serving one municipality may be operating or planning to operate a school on a municipal reserve, school reserve, or municipal and school reserve parcel in a nearby municipality. The inventory of sites to be addressed will depend on the operating patterns of the school boards and the municipalities that they serve and the decision to have bilateral or multi-lateral agreements.

Finally, where there is no school site in a particular municipality that is required to be addressed in the agreement under section 670.1(3)(a)(i) through (iv) of the *Municipal*

Government Act, an agreement is still required to address the items listed in sections 670.1(3)(b)(c) and (d). These relate to processes to work collaboratively, resolve disputes, regular review of the agreement and any other matters the parties choose to include.




Figure 2: St. Augustine School, Ponoka, AB

How did the Requirement come about?

In 2016 the Alberta Government published the “Guidelines for Planning School Sites” document. The Guidelines document is based on 2012/2013 consultations with school boards and municipalities around challenges that have been experienced in the planning, acquisition and servicing of new school sites. The identified challenges included:

- lack of available, suitable and serviced school sites when the need to build a school arises and school construction is planned;
- difficulties in collaborating due to the short time frame (only 3-5 years into the future) of Provincial funding commitments and municipal and school capital plans;
- insufficient local funding to provide services and road access to sites;
- inadequate site size to accommodate the size of school needed to serve the population;
- sites with significant limitations on development and flexibility for design and use; and
- differing interpretations of and lack of clarity around responsibilities to provide and service school sites.



The working group that was established to prepare the “Guidelines for Planning School Sites” document put forward a series of guiding principles for use by municipalities and school boards in working through the challenges. These are:

1. Schools are community assets;
2. Provincial, municipal and school authorities must collaborate in an integrated planning process, with a commitment to trust, transparency and ongoing information sharing for the benefit of the broader community;
3. Integrated school planning and partnerships maximize the benefits to the broader community;
4. The roles and responsibilities of the provincial government, municipalities and school authorities regarding school sites must be clearly defined;
5. Mutually agreed upon guidelines for the selection and development of school sites should be established locally; and
6. Adequate resources must be available to adequately plan and undertake the servicing of sites.

One of the solutions to the issues that were raised through 2012/2013 consultations is the requirement for formal joint use and planning agreements. This recommendation was incorporated into the Municipal Government Act Review that started in 2015/2016. Bill 25, the *Red Tape Reduction Implementation Act*, amended the *Municipal Government Act* and the *Education Act* to include joint use and planning agreements. The result is the new legislative requirement found in Section 670.1 of the *Municipal Government Act*. As of December 5, 2019 it became

mandatory for all municipalities and the school boards operating within their boundaries to enter into a joint use and planning agreement.

The idea of requiring a formal agreement between school boards and municipalities builds on the theme of increased cooperation and collaboration at the local level that was part of the Municipal Government Act Review. In many ways it has similar aims as the intermunicipal collaboration frameworks that are now required between municipalities. These aims include enhancing:

- coordination between local authorities to avoid duplication of effort;
- stewardship of public funds and tax dollars used for capital projects and operations; and
- service delivery to the public.

How can this benefit our Community?

Aside from meeting the legislative requirements, the preparation of a joint use and planning agreement has potential to benefit municipalities, school boards and the community at large. Possible benefits include:

- addressing key facilities that serve the approximately 20 percent of the population that is school aged and for whom school related facilities and programs are a substantial aspect of their daily lives and growth and development as community members;
- building on the role of schools as a key gathering place for the interaction of community members;

- having a pre-established process in place to respond to unexpected changes related to the need to provide a school site such as an unexpected increase in local population and/or enrolment growth;
- avoiding duplication of public spending and community fund raising on capital facilities such as community gymnasiums, pools, arenas, libraries, sports fields and playgrounds;
- streamlining routine site maintenance activities and finding economies of scale for such activities as snow and ice control and lawn mowing; and
- making the best possible use of existing public operating and capital expenditures.

Is the Idea of Joint Use and Planning Agreements new?

The concept of a joint use and planning agreement is not new. Some municipalities, particularly those having a population larger than 10,000, and school boards have used some form of joint use and planning agreement since the late 1950s/1960s. For example:

- The City of Lethbridge has had a joint use agreement with Holy Spirit Roman Catholic Separate Regional Division and Lethbridge School District since 1959. It is believed to have been the first of its kind in Alberta.
- In 1966, the City of St. Albert created a joint use agreement with the public and separate school jurisdictions serving their community.

- By 1979, an agreement had been created between the City of Grande Prairie and the Grande Prairie Roman Catholic Separate School District and the Grande Prairie Public School District.
- Medicine Hat established an agreement with the Medicine Hat Public School District and the Medicine Hat Catholic Board of Education in 1982.
- The City of Calgary's agreement with the Calgary Public Board and Calgary Catholic School Board was updated in 2016 following use of the previous agreement for 31 years.

By 1977 Alberta's *Planning Act* had reference to joint planning agreements in relation to the subdivision powers and obligations of municipalities. The use of a reserve agreement was voluntary. It was a tool a municipality could choose to create to assist the Subdivision Authority in deciding how to allocate reserve dedications obtained through the subdivision process between the needs of the school boards and the open space plans of the municipality. The same references continue to appear in section 670 of the *Municipal Government Act* (see *Appendix A*).

In the past, the motivation to create formal agreements flowed from population growth in the community, especially during the first oil related economic boom and urbanization in the late 1970s. Increasing population growth necessitated increased attention to the planning of school sites as new neighbourhoods were designed and created. For larger urban municipalities the number and frequency of subdivisions involving school sites was reason for creating formal agreements and processes around reserve land acquisitions and site design.

Where joint use and planning agreements have been used they are often split into two parts or exist as two separate agreements. One may focus on the “joint use” of space and facilities aspect and paid little attention to the “planning” for new school sites. The other may focus on the land development and subdivision process and the “land” or “planning” or “reserve agreement” aspects. The City of Edmonton’s agreements with their respective school boards is an example of this split. One agreement is titled “Edmonton Joint Use Agreement: Facilities” and the other is titled “Edmonton Joint Use Agreement: Land.”

The split in agreements and content often reflects the organizational structure of the municipality. One part or agreement may be spearheaded by the municipality’s community services or parks department or equivalent. This matches their traditional function and focus on joint use of indoor recreation facilities and outdoor recreation facilities. The other part or agreement may be spearheaded by the municipality’s planning department and focus on the planning and acquisition of new school sites.



Figure 3: Lacombe Composite High School, Lacombe, AB

What can we learn from Existing Agreements?


While many of the existing examples of joint use and reserve land agreements may not be directly transferrable to small town and rural Alberta, there are several aspects that may be useful to consider. One is the general structure and the contents of the agreements.

The structure and content of existing example agreements can be broken into three major components. These are clauses and provisions related to:

- governance structure and administration of the agreement;
- use and maintenance of facilities; and
- school site planning and land management.

Governance and Administration

The governance structure may contain two or three levels of committees with different functions. One may be an oversight committee comprised of elected officials and senior administrators with responsibility for the relationship between the parties and working to meet the spirit and intent of the agreement. Another may be a technical committee made up of senior and mid-level management staff tasked with making and negotiating planning and operational decisions under the agreement. The third level may consist of working committees that are called upon from time to time to address a specific issue and made up of staff with knowledge and expertise related to the issue.



The role and responsibilities of each level of committee is typically established. The committees may be guided by an overall philosophy, pillars of agreement, road map or set of principles that have been agreed upon by the council and boards of the participants. The committee structure may form part of the dispute resolution mechanisms as failure to achieve consensus at a lower level committee means the matter in question gets moved up to the next committee. Where the oversight committee or parties cannot reach consensus formal dispute resolution mechanisms of mediation first followed by arbitration is common.

Administrative provisions commonly account for such items as:

- the length of the agreement and termination provisions (which is now a moot point since it is mandatory),
- amendments to the agreement,
- definition of key terms and phrases and rules of interpretation,
- ability to establish additional topic or site specific agreements as needed,
- schedules identifying facilities and sites that are subject to the agreement or not subject to the agreement,
- insurance, indemnification and save harmless provisions, and
- clauses related to notices, severability of unenforceable terms, successors and assignment of the agreement.

Use and Maintenance of Facilities

The sections of agreements that address the use and maintenance of facilities tend to focus on the day to day operations of facilities and sports fields. This includes topics such as:

- those who are able to access various facilities and the expectations of users of the facilities, booking arrangements, availability, and scheduling of the facilities,
- fees and charges for users, collection and accounting of fees, use of revenues collected from user groups,
- staff and operating costs to facilitate public access,
- shared equipment that may be available to user groups, and
- responsibilities for maintaining indoor and outdoor facilities and expectations around the level of maintenance to be provided which may include mowing, turf and sports field maintenance, parking lot maintenance, snow and ice control,

A common approach in agreements is to provide facility specific agreements as needed. For example, if there is a shared municipal and school board space located in a school, there may be a separate appendix addressing the specific operating issues and cost sharing arrangements for that facility. In agreements with more than one school board, these types of arrangements may not involve all of the parties to the overarching agreement.

School Site Planning and Land Management

The approach to site planning and acquisition that is used in many of the example agreements is built on the land use planning system employed by larger urban municipalities. It assumes the use of area structure plans covering more than one quarter section of land as a vehicle to record consensus on the number, size and location of future school sites. This is one aspect that may not readily translate to rural and small town Alberta situations.

The general content of the sections in example agreements dealing with site planning and land management addresses the following:

- the planning process to be used to identify the need for school sites and the expectations of the parties to participate,
- processes for sharing information related to general population and student enrolment growth for the purposes of projecting needs and annual monitoring,
- parameters for the location, shape, size, servicing and characteristics to school sites,
- processes to allocate available sites between school boards,
- responsibilities for acquiring the site through the subdivision process or a negotiated acquisition process and then transferring the site to the school board,
- arrangements for the collection, management and use of cash-in-lieu funds collected through the subdivision process,
- the application of development related fees, offsite levy charges, development securities and off site servicing costs, and

- processes and responsibilities for determining if a site is surplus, disposing of the site, and distribution of costs and proceeds related to the disposal.



Figure 4: John Wilson Elementary, Innisfail, AB

GOVERNANCE APPROACHES AND PARTIES TO AGREEMENT

Introduction

The legislative requirement to have a joint use and planning agreement in place focuses on individual school boards and individual municipalities. It does open up the possibility of several municipalities entering into an agreement with more than one school board. This section explores issues and considerations related to governance approaches that could be used for joint use and planning agreements in rural and small town Alberta.

Two key questions needing to be addressed in setting up an overall approach to a joint use and planning agreement for the first time are:

- the role of elected officials in relation to the agreement; and
- the parties to be included in each agreement.

Role of Elected Officials


The joint use and planning agreement that is created, and the system that it puts in place, is decided by the elected officials of each participating School Board and Municipal Council. Moving beyond this, each agreement will need to address whether or not there is an ongoing, direct role of elected officials in the routine operation of the agreement. This includes:

- determining if there is a need for periodic meetings between Municipal Council(s) and School Boards;
- determining if there is a need for a committee of elected officials that meets on a regular basis to monitor the agreement and activities taking place under it;
- the role of elected officials in the implementation of the agreement for matters such as maintenance activities, community booking arrangements, scheduling, and similar activities;
- the benefits of involvement in the review of information pertaining to the planning of individual school sites and their fit within municipal land use plans; and
- assistance with the resolution of issues or disputes that may arise.

Whether included as an active participant in the agreement or not, elected officials on the School Board or Municipal Council do not surrender their decision making role when it comes to setting policy, establishing service delivery and capital priorities, and making budget commitments for their respective organizations. For School Boards, the elected Board remains responsible for the overall provision of educational services. For Municipalities, the elected Council remains responsible for decisions on local land use planning matters and the provision of municipal facilities.

Including elected officials in the operation of the joint use and planning agreement will have an influence on how many parties to be included in a single agreement. This includes consideration of:

- the logistics of scheduling meetings in terms of the number of individual schedules that need to be coordinated;

- 
- the number of participants at the meeting and its effect on the ability to have meaningful dialogue;
 - the tendency for increased formality of the meetings; and
 - the potential trend to defer matters and to require reporting back from a separate meeting of municipal and school board administration when detailed operational issues need to be discussed.

Parties to the Agreement

Many existing joint use and planning agreements used by larger urban centres address a relationship between three to four parties based on the boundaries of a single municipality. Across rural Alberta the interactions between municipalities and school boards involve more parties based on the higher likelihood of school boards having a regional jurisdiction spanning multiple municipalities. A case example of this is Lacombe County and the various municipalities and school boards operating within the County boundaries.

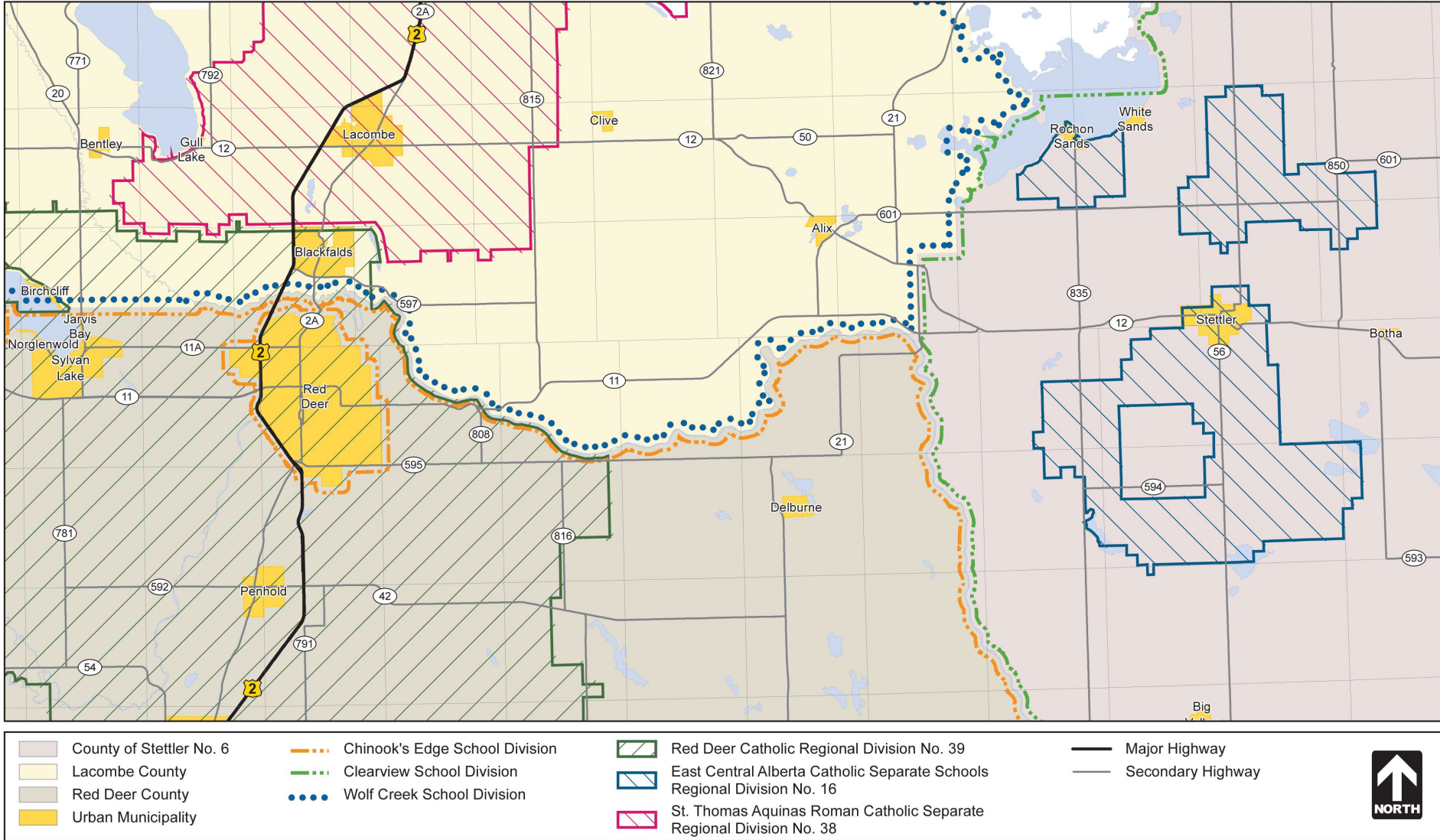
Drawing 2 on the next page shows the boundaries of three counties, several urban municipalities and several school divisions in Central Alberta. Using Lacombe County as an example, Drawing 2 shows that the boundaries of the Wolf Creek School Division (Public) include all of Lacombe County and all of the urban municipalities. The boundaries of the Red Deer Catholic School Division (Separate) and Saint Thomas Aquinas Roman Catholic Separate Regional Division (Separate) include portions of Lacombe County and only some of the urban municipalities. Not shown on Drawing 2 is the boundary of the Greater North Central Francophone Education

Region (Francophone) whose jurisdiction encompasses all of Lacombe County and the ten urban municipalities within Lacombe County. This means that each municipality may fall within the jurisdictional boundaries of up to three different school divisions.


Similar arrangements as described above will be found across rural Alberta. The relationship between each municipality and the school boards varies from municipality to municipality. Some municipalities have two school boards that have jurisdiction in their boundaries and some municipalities have three school boards that have jurisdiction within the municipality.

In addition to jurisdictional boundaries, some municipalities may not have a school building within their jurisdiction. For example, the four Summer Villages of Gull Lake, Sunbreaker Cove, Birchcliff and Half Moon Bay do not have a school within their boundaries and also have limited municipal recreation facilities. In contrast, the City of Lacombe and Town of Blackfalds each have several schools within their boundaries and operate a range of indoor and outdoor municipal recreation facilities. The degree of current interaction between each municipality and their respective school boards differs based on the presence of facilities that could be addressed in a joint use and planning agreement.

The regional nature of the school boards and the movement of students between schools located in different municipalities is also a consideration. It is not uncommon for students to be divided by grade range with higher grades, especially at the high school level, to attend a school in a municipality that is different than their place of residence. New facilities may be planned on a regional basis as opposed to focusing on the school needs of a single community.



Drawing 2: Sample of Jurisdictional Boundaries in parts of Central Alberta



Recognizing the regional nature of school jurisdictions and operations, there are several possible approaches to the question of how many agreements to create and which parties to involve in each agreement. Some options are discussed below.

Regional Approach

A single agreement can be created involving all municipalities within a county and all school boards operating in that county. This may involve anywhere from seven (7) to fifteen (15) municipalities and school boards depending on the county being considered. Under this option a single core joint use and planning agreement may be established and make provision for sub-agreements as needed to address specific facilities and sites. For example, the communication and dispute resolution processes may be common for the entire county but the planning of a new school site may fall under a sub-agreement or sub-committee type process involving a smaller number of the parties.

Using a single agreement across the same county may reduce the number of agreements needing to be managed by municipalities and school boards. This may be offset by the number of sub-agreements that would also need to be managed by some of the parties.

The single agreement approach would reflect the regional approach to planning school facilities and the movement of students by school boards common in rural and small town Alberta. It may also account for the regional provision of specialized municipal recreation facilities. For example, a municipal pool located in one


municipality may be able to be accessed by the schools that are located in another municipality.

While the regional approach may have some appeal, it is likely to face some logistical challenges. One is the number of schedules for attendees needing to be coordinated to have an annual meeting. Another is the ability to have in-depth discussions with a potentially large number of meeting participants especially on topics that may not be of equal interest or involvement of all the parties.

Local Municipality Based Approach

Under this approach participation in an individual agreement would be based on one municipality and the school boards that serve that municipality. For most municipalities this would mean a single joint use and planning agreement with at least two school boards being party to the agreement.

Creating agreements for each individual municipality would result in only one core agreement for the municipality to manage but there would be many agreements for school boards to manage. This approach would facilitate a high degree of coordination between the municipalities and school boards for issues falling within the one municipal jurisdiction covered by the agreement. It would not address the inter-relationship between municipalities served by shared school facilities or the ability to access specialized municipal recreation facilities located in another municipality. The use of sub-agreements and ability to bring in other parties as needed for discussion of those facilities or topics requiring a more regional approach



is one means of managing the need for coordination beyond a single municipality's boundaries.

A variation of this approach could be to have agreements between a municipality and only one school board. For the municipality this would result in more agreements and the coordination between school boards would need to be addressed in another manner.

Sub-Regional Approach

For larger counties containing many urban municipalities a sub-regional approach may be an effective means of balancing the number of agreements, the logistics of meetings and having meaningful dialogue on common interests. Under this approach portions of the county and one or two urban municipalities that are close to each other and the respective school boards may create a single agreement.

While this approach may be more flexible than a full regional approach with all possible parties under one agreement, it is likely that it would still require mechanisms to involve other parties as needed when topics that have a more regional implication are being considered (e.g. new regional high school to be located in a municipality in the neighbouring sub-region).

Hybrid Regional-Local Approach

Of the three school boards that may serve the population of a municipality, the Francophone School Board may be the least active depending on the relative proportion of French speaking population in the municipality. The nearest facility operated by a Francophone Board may be located in the next county and the degree of interaction with the municipality may be low. Under these circumstances, a hybrid regional-local approach may be workable.

This approach would create one agreement for all municipalities with the jurisdiction of the Francophone School Board and the respective Francophone Board. This agreement would focus exclusively on the relation with the Francophone School Board where there is little annual interaction and no facilities to be shared. The Public and Separate Boards would be parties to a separate agreement with one or more municipalities under one of the other available approaches.

Applying this approach may result in a manageable number of agreements for the two Francophone School Boards that serve the Province and increase the number of agreements for individual municipalities. The separate agreement with the Francophone School Board and other municipalities may be a lighter burden in terms of the need for regular meetings for coordination given the lower level of interaction. Meeting every three years or once per Board/Council term may reduce the administrative requirements.

Possible Criteria for Evaluating Approaches

At the outset of creating joint use and planning agreements for the first time, initial conversations with other potential parties will be required to lay out the broad approach or approaches that are viewed as most suitable. This should include consideration of the following:

- the need or desire to keep the number of agreements as low as possible while still reflecting meaningful working relationships;
- the role of elected officials and the role of administrative staff in the agreement and the implications these choices have on arranging periodic meetings and working through issues;
- the number of municipalities and school boards within a county – small number may be manageable for a regional approach but a larger number may not;
- the ability to balance issues of local concern and interest with broader regional issues and decisions;
- the anticipated frequency of meetings based on the items needing to be coordinated (e.g. coming together as a region to discuss the three year capital plans and projected needs of the school boards once a year);
- the ability to foster coordination amongst several municipalities as the need arises on a case by case basis;
- the need to coordinate between school boards on issues of future site planning and timing for access to municipal facilities;


- the ability to respect issues of local autonomy regarding operation of municipal facilities, land use planning, and school board policies and school operating preferences; and
- the differing levels of resources available to individual municipalities based on their relative size.

For rural municipalities and small urban municipalities creating their first joint use and planning agreements, it may be beneficial to opt for the most straightforward and simple arrangement possible. As time passes and more experience is gained, then approaches can be adjusted.

Third Parties and Facility or Site Specific Agreements

The joint use and planning agreement required by the legislation is between municipalities and school boards. Third parties are not expected to be signatories to the agreement. However, in the course of managing the joint use and planning agreement, there are circumstances that may warrant a separate, standalone agreement. This includes scenarios such as the following:

- a school space that is being accessed that was built as a P3 in which case the investor/owner of the school may require additional considerations regarding the use, maintenance and repair of the school;
- a municipal facility that could be used by a school board but has been assigned to a third party for day to day operations such as a local arena managed by an Agricultural Society, service club or a private operator;

- 
- the acquisition of a school site that requires contributions towards the land purchase from one or more municipalities that are not part of the joint use and planning agreement with the municipality where the school is to be located and the new proposed school serves students from those municipality(ies);
 - a facility to be built as part of a school, for example an expanded gym space or performing arts space, that involves a financial contribution from one or more municipalities and/or community groups.

When confronted with any of the scenarios above, or similar scenarios, the joint use and planning agreement between the municipality and the school boards may offer a starting point but may lack sufficient detail to address the unique aspects of a particular situation. The use of a separate agreement also allows the interests of any third parties to be taken into consideration and represented without requiring the broader joint use and planning agreement to be amended or revisited.

Where facility or site specific agreements are used they should be able to standalone and provide sufficient content to govern the relationship that is established by the parties. The agreement should contain provisions that:

- identify the parties involved in the facility and/or site;
- describe the broad purpose and parameters of the partnership that is being created;
- describe the nature and location of the site and/or facilities that are covered by the agreement;

- identify the contributions each party will make or has made to the creation of the site and/or facility;
- establish operating guidelines, directives and responsibilities for the day-to-day management of the site and/or facility;
- identify capital and operating cost sharing arrangements and responsibilities; and
- provide a process to resolve disputes and parameters for dissolving the partnership and disposing of related assets and liabilities.

FACILITY USE AND ACCESS PROVISIONS

Introduction

This section looks at the issues commonly covered in the joint use and planning agreements relating to the reciprocal use of municipal and school board facilities. It speaks to routine, day to day operating considerations involved in the use of school and municipal facilities by the two parties and the general public.

Identifying Available Facilities

The agreement should clearly identify those municipal facilities and school board facilities that are subject to the joint use arrangements. This does not have to include every space in the school nor every sports field or facility operated by the municipality. To meet the legislative requirements it does need to account for the facilities that are located on reserve lands. It may include facilities on sites that are not reserve land.

A useful approach may be the creation of one or two schedules to the agreement: one identifying facilities available for joint use and another identifying those that the parties to the agreement have determined will not be subject to joint use. For example, the municipal arena may not be on a reserve parcel but may be accessible for use by the schools while another municipal facility located on reserve land may not be available for school use.

The inventory of facilities and spaces available for reciprocal use may change over time. A provision addressing how locations are to be added or removed from the schedules should be included in the agreement.

Time Available for Use

The facilities that are addressed in the joint use and planning agreement have to meet their primary roles for education programs or municipal recreation programs respectively. Outside of the time when these functions take place there is likely blocks of time where school use and community use does not pose a time conflict with one another. The agreement should clearly lay out the days of the week and the hours of the day that facilities are available for use by the other party. This can take the form of a schedule to account for variation from facility to facility. For example, the municipality may identify times during the week when one or more ice surfaces in the arena are set aside for school use. Similar to the listing of available facilities, the agreement should contemplate changes in the available times over the life of the agreement.

The agreement should also account for periodic closures of facilities due to regular maintenance cycles, like an annual pool shut down, and occasions when the facility owner's own needs take priority. An example is occasions when school space is needed for in-house training.

Organizational Culture and Reporting Relations

Each school board and municipality is likely to differ in their organizational structure, culture and organizational reporting relationships. The agreement needs to account for this variety in terms of the role that a school principal or a municipal facility manager may play in implementing the agreement. One organization may operate on a decentralized model given considerable discretion to a facility manager on what does or does not take place within the facility under their purview. Another organization may have a more centralized mode of operation. Recognizing these distinctions can take the form of a clause acknowledging the operational autonomy of the organizations that are party to the agreement, the roles assigned to certain positions and the structure of the committees under the agreement.

It also has to be recognized that the agreement that is being created is about the overall sharing of facilities between a school board and a municipality for the benefit of the larger community. While some facilities may be more popular for school use or community use, it is not about any one particular facility.

Eligible Users

Existing examples of joint use agreements commonly identify users and user groups that may or may not be eligible to book and use space in school facilities and municipal facilities. The criteria for eligibility will likely differ between school facilities and municipal facilities. For example, municipal facilities like the arena may be available to commercial enterprises like indoor car sales events as a means of

generating revenues to support the facility. School facility use may prioritize programs for children and youth.


The agreement should identify the parameters or limitations expected of each party. This may include such considerations as:

- whether or not the user or user group is a non-profit;
- if a political group, is there a local affiliation that is required;
- whether or not a proportion of the users or user group membership comes from the local area served by the municipality and/or school boards; and
- the nature of the proposed activities.

Expectations of Eligible Users

Once deemed to be eligible for the use of shared facilities, users are often subject to basic expectations relating to insurance coverage, compliance with the rules of the particular facility, responsibility for any damages caused, and payment of applicable fees and user charges.

The agreement should describe the requirements for insurance coverage. It may contemplate variable amounts based on the nature of the proposed activities and degree of risk. This approach requires parameters for each party to know how the level of insurance that is required is to be determined. It also requires confirmation of the expectations of the insurer for each school board and municipality.



Where there have been incidences of non-compliance with expectations, such as failure to provide proof of insurance or outstanding fees from any previous use, the agreement should address barring the user from further use. This necessitates an appeal mechanism for the user or user group that is subject to a ban. The appeal mechanism could be staged starting with the municipality's Chief Administrative Officer or School Board Superintendent and then moving to Council or Board if need be.

Latitude to Deny Use

There may be times when a particular activity proposed to take place in a municipal facility or school board facility should be barred from use of the space for any number of reasons. Perfect foresight in anticipating every possible scenario at the time that the joint use and planning agreement is prepared is unlikely. Provisions that allow a facility manager to turn away a user group, event or activity, or set out parameters of what is expected in these types of cases, should be included in the agreement. This may also warrant an "appeal" type mechanism available to the user who has been denied use of the shared space.

Booking Procedures

The agreement should provide clarity on the responsibilities for booking the spaces that are subject to shared use. In particular, community members and user groups need to be given direction on whom to contact to arrange for the use of a facility.

The agreement may contemplate each party being responsible for their own bookings or it may create a shared responsibility. For example, if there are a high number of facilities involved, then a shared facility booking coordinator position provided by the municipality or one of the school board may be an option.

Additional considerations may include provisions relating to the determining which user has priority for the use of space or how access to the facilities is expected to be fairly managed. This could include a limit on the number of bookings allowed in advance or a first come, first serve approach.

The booking procedures of the agreement should anticipate occasional disagreements or issues that, while needing resolution, are not a full on dispute between the parties. A mechanism for addressing capacity and interest in one or more facilities or conflicting booking priorities should be built into the agreement that does not resort to the formal dispute resolution process.

Fees for Shared Facilities

Joint use of space does not mean that fees for use of facilities do not apply to user groups. The agreement needs to address when fees are applicable and how fees are established. This includes whether or not the fees established by either party are subject to input from the other parties to the agreement. The agreement should also address the circumstances under which the parties to the agreement may charge each other for the use of shared facilities.

Custodial and Maintenance Responsibilities

For clarity, joint use agreements often identify the custodial and maintenance responsibilities as continuing to fall to the owner, the municipality or the school board, of the facility. In some cases, additional custodial time may be needed to access school facilities after regular school hours and secure the facility after use. This cost may be reflected in a fee charged to the user.

Access to Equipment

Some equipment related to a facility may be available to a user or user group and some specialized equipment may not be available, or may only be available at additional expense and arrangements for supervised use. For example, if a school gym has a time or score clock that a user group wishes to use it may be subject to specific requirements and fees. The agreement should address responsibility for the provision of equipment that may be used as part of the shared facility.

Damages to Facilities

Any damage caused to a school or municipal facility will typically be the responsibility of the party causing the damage. Depending on how booking and screening of users is addressed in the agreement; the responsibility to recover costs to repair damages from a user group may fall to the municipality or the school board.

Maintenance of Playing Fields and Grounds

The standards for the regular mowing of grounds on school sites and the maintenance of playing fields and playgrounds is commonly addressed in joint use and planning agreements. Topics covered can include:

- design and construction standards of the playing fields (are they set by the municipality or the school board?)
- frequency of mowing and standards for turf maintenance;
- timing for having playing fields ready for seasonal use;
- capital and operating costs of facilities that exceed the usual standards (e.g. competition level football field);
- maintenance of site equipment such as playground equipment, fences, goal posts and back stops;
- periodic safety assessments and removal or replacement of equipment that is deemed to be unsafe;
- providing seasonal facilities like outdoor skating rinks;
- redevelopment or refurbishment of playing fields and equipment over time; and
- repair and maintenance of parking areas.

DESIRED CHARACTERISTICS OF A SCHOOL SITE

Introduction

A key topic of the joint use and planning agreement is the planning for future school sites. This means general understanding and agreement on what type of site is to be planned for and provided needs to be established. This section outlines several characteristics of a well-designed school site that is adaptable to the needs of the community and the school board.

All school sites do not have to be the same. There is opportunity for creative placement and design of schools sites. That said there are also several characteristics that are desirable in any school site that, if properly considered, help ensure that the site provided for a school can be a well- functioning community asset for the long term.

There are no set standards in place that outline the size and quality of sites intended for new schools. Similarly, there is no cookie cutter floor plan for school buildings or possible community facilities. There are many set standards for individual facilities and items that can make up a school building and a school site such as sports fields and parking areas. Where there are standards for the items that may have to be accommodated on a school site, these can change over time and these changes typically place increased demand on space. Unfortunately the typical school site, once created, cannot expand over time thereby putting more pressure on getting a quality site at the outset.

Quality school sites are those that meet the short and medium term needs of the community but also have some ability to adapt over time. It is a sizeable investment to acquire service and develop a school site and this should be done with a long term view that extends well beyond the lifespan of the original facility, usually the one or more schools it is meant to accommodate, that triggered the need to acquire the site.

Poor attention to the quality of the school site can lead to lower than expected levels of usage by the community. In the worst case scenario it can mean a loss of public investment if there is a need to abandon a site that is no longer capable of meeting the needs of the community.

There are several influences that can make the ability to identify and obtain a quality school site a challenge. They include:

- balancing use of the reserve dedication available to the municipality to provide a school site with the other open space needs and priorities of the community that also rely on reserve dedication;
- fitting a school site into the neighbourhood design in a way that makes efficient use of road infrastructure and leaves some creativity for the land developer to create a unique character for the neighbourhood;
- the cost of servicing land that is not able to be sold to recover the infrastructure investment and placing the cost to service a school site on the saleable lands in a subdivision; and
- the timing of supplying the serviced school site in relation to the pace of development within the subdivision or neighbourhood (i.e. school site may be

one of the last areas to be developed after most of the planned housing has been built).

The materials that follow discuss key aspects that determine the overall quality of a school site.

Size of Site

The most significant characteristic that determines the quality of a school site is the size of the site or the area of land that is available. Simply put, if there is inadequate space to be able to create a functional, attractive site then the quality of the site will be affected.

The amount of land that is needed for a school site will vary based on:

- the number of schools to be accommodated on the site,
- the nature of the student population in terms of the planned range of grades,
- the number of students and staff to be accommodated,
- the nature of any community facilities that are planned for the site such as sports fields or special purpose building space (i.e. added performing arts space),
- the building configuration of the school (i.e. one storey building or two storey building),
- amount of space set aside for future building expansion; and

- the ability to provide landscaping, buffer zones around sports fields, and yard areas that contribute to an attractive site to fit in with a typically residential setting.



Figure 5: 10-12 Acre Elementary School Site

Figure 5 shows a contemporary school site for an elementary school in a residential area. It is a 10 to 12 acre site which is a land area that typically offers sufficient space for a school with a student population of 400-500. Approximately forty (40) to forty five (45) percent of the site is occupied by the building footprint of the school, yards around the building and onsite parking and vehicle circulation areas. The remaining

fifty five (55) to sixty (60) percent of the site is used for outdoor recreation facilities, playgrounds, landscaping and trails.

The size of the site for a school that is provided through reserve dedication at the time land is subdivided is a one-time decision. There is typically no opportunity to revisit the issue of site size. At the same time it is not realistic to expect a single site to accommodate every desired community function and trend that may develop following the decision to create and obtain the site. Assumptions are made about the student population to be served and the facilities to be accommodated as each site is planned. Some planned building expansion, such as the ability to add portables and/or a future building wing, should be part of the initial assessment of the size of site that is needed.

Site Shape and Configuration

The next critical aspect of creating a quality site relates to the shape and configuration of the available land area. Even if a large enough land area is provided, a poorly configured or awkward shaped site can result in a compromised and inefficient site layout.

The example school site in *Figure 6* is not a perfect square or rectangle. Integrating a site with the layout of a residential subdivision can lead to different shapes of sites. However, it is important that the core area or bulk of the site takes a mostly rectangular or square shape.

Most of the facilities to be designed and placed on the site are themselves square or rectangular forms (i.e. soccer pitch, basketball court, parking lot, school portables). A square or rectangular shaped core area assists with achieving an efficient and functional layout for these facilities.



Figure 6: Core Area of Site

The core area of the site also needs to have proportions that offer flexibility in the site layout and the placement of features in relation to each other. For instance, having a parking area that is convenient for staff use in the day relatively close to the sports fields used by the community at other times of the day. The example site has a

core area of approximately 2 units of width (160m) by 3 units of length (240m). Proportions of three units of width to five units of length (such as 150m x 250m) also provide for a flexible area. Irregular shaped sites with curving property lines, narrow width and long length, or triangular shaped spaces tend to have a negative impact on the range of design options for a school site.

Frontage along a Public Street

The amount of the site that is directly accessible from a public street, referred to as having frontage along a public street, can influence the ability to provide an efficient and attractive layout. The public street provides access for users and connection points to municipal and private utilities. School sites often are the largest open space in a residential area and visibility of the site from the public street can contribute to a positive overall impression of the area.

Figure 7 identifies the public street frontage for the example school site. Access is provided on two sides which offer options for servicing connections and the placement of driveways. The frontage at a corner of the site provides direct access to two sides of the school building from the street. This creates possibilities for different user groups to access the building at different points. It also creates the possibility of putting the school building in a highly visible location as a prominent community building.



Figure 7: Site Frontage

The ability to reach the school site by several means of travel is influenced by the location of the site and its relation to the public street. The various modes of travel also have a bearing on the amount of land area needed and the range of design layout options available. For example, providing a school bus drop off and parking areas on site can consume a sizeable area of land leaving less space for other features.

Figure 8 shows the various site features that accommodate the way users may travel to the site. It includes:

- onsite pedestrian circulation routes that link the site and building entrances to the sidewalk system along the public streets;
- connections to the trail system serving the residential area and connecting the site to other parts of the community;
- space for parking bicycles;
- a bus lay-by or pull out area along a side of the site and within the right of way of the public street;
- an on-site student drop-off/pick-up loop for private vehicles; and vehicle parking areas for staff, visitors and users of the community facilities.



Figure 8: Access to Site and Parking

Site Topography and Soil Conditions

Sites that are adequately sized, regularly shaped and accessed by public road frontage must have appropriate site topography and soil conditions. In recent years, the Alberta Government has created a Site Evaluation Checklist (see next section) to confirm critical physical aspects of proposed school sites that may not have received sufficient consideration in the past. Some of the physical site characteristics that the checklist addresses include:

- site topography and slopes to determine if these factors place limits on the placement of the school building or result in additional cost to create a level building site or construct a building foundation on a slope;
- geotechnical conditions or soil conditions that may pose challenges or added costs to the construction of foundations for large buildings;
- environmental contamination from previous use of the site or use of land around the site which may add cost to mitigate or pose a risk to human health; and
- a site elevation that puts the school site outside the 1 in 500 year flood plain to mitigate the risk to users and safeguard the investment in the building and site improvements.

Flexibility for Design

Even appropriately sized, shaped and level sites can be limited in layout options if there are significant encumbrances on the site. These can take the form of utility rights of way or pipeline rights of way that bisect the site. The presence of these

facilities and the limits placed on the ability to develop and use the ground surface above them can result in a poor quality site.

A similar situation can arise from the use of a portion of the planned school site for storm water management facilities that serve the site and the surrounding developed area. While often proposed as a means of making efficient use of land, one of the tradeoffs is typically a loss of flexibility to use the space used for detaining storm water. For example, a soccer pitch in the storm pond area may not be available for use until it has sufficiently dried out to avoid turf damage.

Access to Services

A site meant for short term construction of a school needs to be serviced with water and wastewater systems, storm drainage systems, telecommunications, natural gas and power. In an urban setting, the water and wastewater systems are expected to be provided through the municipal utilities. In a rural setting, private water and wastewater systems may be used. The use of private wastewater systems will impact the size of site that is needed and require more land area.

Whether or not the site is serviced by a storm water management facility offsite can also impact the size of the site. More land area will be needed if an on-site facility must be provided.

SCHOOL BOARD PLANNING PROCESS

Introduction

This section explores the topic of how School Boards plan for new schools or the expansion and modernization of existing schools. It provides an overview of the general process employed by School Boards and the role that is played by Alberta Education and Alberta Infrastructure in determining which capital projects get funding and the design of projects. The interaction between the School Boards and the Provincial Government Departments is complex and from time to time undergoes adjustments as new approaches and requirements are put in place. The Province provides a detailed School Capital Manual to guide School Boards in the development of their capital projects. The interaction between School Boards and the Province may pose challenges in the creation of Joint Use and Planning Agreements as key aspects of the planning arrangements of one of the partners is significantly influenced by those outside of the agreement.

School Boards and the Province

School Boards do not have the same degree of autonomy as that of a municipality in setting out their capital plans and projects. Each School Board identifies their local priorities for new or major improvements to school buildings and the decision of which schools get funded in any given year is made by the Provincial Government. In effect, School Boards across Alberta put in an “application” for provincial funding that is evaluated against criteria established by Alberta Education.


The Province may also take an active role in the design and construction of individual projects once they have been approved for funding. In some cases this can involve direct construction management, meaning the hiring of the builders and contractors and supervision of their work, by Alberta Infrastructure.

School Board Capital Plans and Provincial Funding

Each School Board communicates their top priorities for new or improved school building space through a three (3) year capital plan created by the local Board. The three (3) year capital plan serves as the formal request to Alberta Education for funding of the requested capital projects. It is submitted and/or updated on an annual basis in advance of the Province’s funding decisions.

The School Board also submits supporting documentation to Alberta Education based on the information requirements set out by Alberta Education. This includes current and projected student enrolment, facility utilization rates, facility conditions, and similar materials to justify the decision to build a new school or undertake a major expansion of an existing school.

A significant information item that must be included with any proposal for a new school building is the Site Evaluation Checklist that has been developed by Alberta Education. This checklist (see *Appendix B*) is generally required for any new school building that is included in the first year of a capital plan submitted by a School Board. Alberta Education and Alberta Infrastructure adjust the amount and nature of



information that they require from time to time which can lead to different approaches from one school project to the next.

All requests for capital funding for schools are evaluated by Alberta Education against provincial and local priorities. Once reviewed by Alberta Education, the priorities are submitted to Alberta Infrastructure for consideration of the Province's own overall three (3) year capital plan. There is no set formula that guides the priority setting of Alberta Education. The amount of available capital funding varies from year to year.

If a capital plan priority of a School Board is not included in the Province's capital plan, the School Board may choose to leave their capital plan as is for consideration in the next round of provincial funding decisions or adjust their priorities by submitting a revised capital plan.

If a capital project requested by a School Board is approved in the Province's capital plan, then the project moves into a more detailed design process between the School Board, Alberta Education and Alberta Infrastructure.

Determining School Building Priorities


While each capital project involves Alberta Education approval, School Boards establish the local priorities to be advanced in their capital plan. Each School Board makes key decisions that influence the pattern of school placement throughout their jurisdiction. This includes:

- identification of the catchment area or geographic area from which students to be served by a school are to be drawn (e.g. within a 30 min drive);
- the configuration of grades to be included in each school (e.g. K to 8 or K to 6); and
- the desired maximum capacity of an individual school (e.g. 550 to 600 students).

These considerations influence the number of schools that may be needed and the location of individual schools across a municipality or region.

To assess the need for new school building space, School Boards calculate the current and expected utilization rate for each school in their jurisdiction. Alberta Infrastructure and/or Alberta Education supply an overall gross floor area capacity figure and a utilization rate to the School Board for each school on an annual basis. This serves as the starting point for the School Board's projections of their future needs. For example, the School Board may have schools that are operating at 90 percent of their design capacity or operating above their design capacity before taking into account the influence of future population growth in an area.

The School Board adds information relating to future enrolment projections to the starting figures provided by the Province to determine which schools may exceed their design capacity or achieve a utilization rate higher than 100 percent. The projections made by the School Board are mainly built on their own sources of data. These are based on trends the School Board sees in their enrolment statistics year over year. Information from municipal sources, such as the growth projections contained in municipal plans and studies and the pace of subdivision approval may be consulted but this information tends not to be heavily relied upon. For example, if the School Board is projecting enrolment growth in a particular part of a



municipality, the School Board may consult the municipality on their projections for future growth in that area to corroborate their observations.

The above process is meant to identify individual schools that may already be, or will be in the future, exceeding their capacity therefore justifying the investment in new building space. In addition to the utilization rate and enrolment projections, School Boards are expected to take into account additional factors that may offset the need to build new space. This can include:

- adjusting the grade configurations between two or more schools to make better use of existing space; and/or
- altering the catchment areas for two or more schools by transporting students farther or to a different location to make use of available space.

The results of the above analysis are subject to review by Alberta Education and are submitted with the School Board's capital plan. Additionally, proposals for the renovation or modernization of an existing school may be justified based on:

- health and safety considerations that may have a connection to the building's current set up (e.g. the need to provide for more security and controlled access);
- operational cost savings that may be achieved; and
- the function and physical condition of the building (e.g. age and expected life of the structure).

Getting to the Detailed Design Stage

If a project listed as a top priority in a School Board's capital plan is approved by Alberta Education the overall project approval may be split into two stages: design stage approval and construction stage approval. The intent of the two stages is to facilitate further investigative work on the desired site and enable commitments by the municipality to provide the site and ensure servicing is to the site boundary. The required follow up approval before construction can begin is a means for the Province to ensure that the project is ready to proceed, to confirm the required amount of capital funding, and avoid tying up Provincial funding.

The detailed design of a new school or a modernization is facilitated by Alberta Education with participation by the School Board and Alberta Infrastructure. The starting point is the formulas created by Alberta Education relating to the amount of physical space per student to be used in the design of a new school based on classroom space, shared instructional space, and common areas such as hallways and mechanical spaces. The design can be influenced by the characteristics of the particular site (e.g. orientation to a public street) and the amenities that the School Board wishes to see included. The design stage can also take into consideration any partnerships that the School Board may have arranged with a municipality or community organization to share a portion of the building. The final design is approved by Alberta Education.

Opportunities for Municipal and Community Partnerships

The capital planning process and detailed design stage for new schools and modernization of existing schools includes opportunities to involve partnerships. This can include such things as additional, adult sized gym space for community use, dedicated storage space for community group use that may also take place on the site, or shared library facilities. If a project involves a community partner or a municipal partnership or contribution, the School Board is responsible for managing the partnership. Where partners have been identified, they may be included in the discussions at the detailed design stage or be represented by the School Board.

It is expected that potential partners in a school building project will fund the full cost of providing the requested space and facilities to be used by the partner. Once the Province has awarded detailed design stage funding to a project any municipal and community partners are also expected to provide their share of the capital costs for construction within six (6) months. The School Board may choose to “underwrite” the risk of involving a partner by being responsible for the costs if the partner is unable to meet their financial commitment.

The Site Evaluation Checklist

The Site Evaluation Checklist (see *Appendix B*) approach has been developed by Alberta Education and Alberta Infrastructure to ensure that the site of a proposed new school building project has been sufficiently planned and is ready for building construction. It reflects some of the challenges that have hindered the development

of school sites across Alberta. The intent of the forms and information that is required is to have the School Board confirm key questions about the site of the new school. Much of the information that is addressed requires assistance from the host municipality to complete.

The Checklist, or at least preliminary portions of it, may be required when the School Board submits their capital plan or it may be required through the detailed design stage. Moving to the construction approval phase is not likely without all aspects of the Checklist having been fully satisfied as determined by Alberta Education. For example, a project may proceed to the detailed design stage with a written commitment from the municipality that the building site will be available and will be transferred to the School Board. Construction approval may not proceed until the transfer of ownership has occurred.

The items addressed through the Checklist may change over time and currently include confirmation of:

- the existence of a legally registered and defined site that has its own certificate of title that is either in the name of the School Board or subject to a registered interest on title giving the School Board the right to use the site;
- that the site has a designation under the municipal Land Use Bylaw that allows for the construction and operation of a school;
- that the site is large enough to accommodate the planned building and onsite facilities;
- that private utilities (power, gas) and municipal utilities (water, wastewater, storm) are available at the property line of the site;

- that site topography is suitable for the proposed building and site improvements;
- that there are no geotechnical or foundation concerns that would prevent building construction;
- that the site is not near high pressure gas pipelines or that the risk posed by a nearby pipeline is manageable;
- that the site is at least 500m from airports, railways, waste disposal sites, hazard areas, heavy industrial areas or undesirable retail or neighbourhood concerns;
- that through a Phase 1 Environmental Site Assessment that there are no environmental concerns that would prevent use of the site for a school or that any environmental concerns can be remediated to acceptable standards;
- that the site is not within the 1:500 year floodplain;
- that an adequate road is available to enable construction on the site; and
- that there are no further issues or concerns that must be addressed to allow use of the site as a school and allow construction to begin.

Funding by Alberta Education

Most of the items involved in the building of a new school is funded by Alberta Education. This includes resources such as architects and specialist consultants to design the building, site preparation costs, the cost of all building spaces to be used in the delivery or support of educational programs, and site improvements like onsite staff parking. The general pattern is funding is available for the creation of facilities

that Alberta Education deems necessary to serve the future students in the delivery of education services.

The list items that may be related to a school site, but are not funded by Alberta Education, is based in part on the Province's view of the municipality's and the land developer's obligations to provide school sites. This includes:

- funds for purchasing or acquiring a site;
- extraordinary costs related to any constraints posed by a selected site (e.g. engineered fill);
- access roads, sidewalks and trails;
- municipal or private utility services up to the boundary of the site;
- landscaping that is more than 5m from the perimeter of the school building;
- sports fields, playing fields, ball courts, or playgrounds; and
- any building space or facilities intended to meet the needs of a municipal or community partner (e.g. additional gym station desired by the municipality).

In addition, some items that the School Board may wish to have included in the building design, such as a ceremonial space for separate School Boards or enhanced gathering spaces, may not be funded by the Province.

Recent changes to the *Municipal Government Act* have also exempted land owned by a School Board and meant to be developed for a school building project from the payment of offsite levies to the municipality.



The Construction Stage

Once a project has completed the detailed design stage and obtained construction funding approval it moves into the construction stage. The construction stage of the project may be managed in one of two ways: by Alberta Infrastructure or, subject to the capacity of the School Board, by the School Board. The primary difference is who is the overall project manager and undertakes the hiring of an architect, contractor and required consultants. Both Alberta Infrastructure and the School Board remain involved regardless of which of them is the project manager.

In many cases, it will be the contractor or builder who was successful in winning the tender to build the school that will interact with the municipality on all required local approvals such as development permit and Safety Codes permits.

Summary

The take away from this section should be the understanding that the process used to plan for a new school has many moving parts and decision makers. This may cause occasional frustration relating to the timing of projects and coordination with municipal efforts. Ongoing and routine communication and basic understanding of context should assist with working through these challenges.

MUNICIPAL PLANNING FOR SCHOOL SITES

Introduction

While the *Municipal Government Act* creates the overall planning system for municipalities, the manner in which the legislative tools are used can vary from one municipality to another. This section provides an overview of some of the more prominent issues that arise in a municipality's efforts to incorporate planning for school sites in its broader land use planning efforts. It seeks to provide some perspectives around the issues, limitations and challenges that may be faced by municipalities.

Statutory Planning Tools

Planning for school sites by a municipality starts with the statutory plans described in the *Municipal Government Act*. The required statutory plan that all municipalities must have is the Municipal Development Plan. A municipality's Municipal Development Plan is expected to lay out a framework for how the municipality will manage growth and land use changes across the entire area under their jurisdiction. It is a kind of blueprint for the building of villages, towns and rural areas. One of the specific expectations of a Municipal Development Plan is Section 632(3)(e) which states that the plan:


“must contain policies respecting the provision of municipal, school or municipal and school reserves, including but not limited to the need for, amount of and

allocation of those reserves and the identification of school requirements in consultation with affected school boards...”

This provides a direct reference to one of the key items that is to be addressed in a joint use and planning agreement. It also leaves considerable latitude on how to meet this expectation by the municipality. For one municipality it may mean a policy statement indicating the intent to collaborate through a formal agreement and identify school sites in other plans. For another municipality it may mean using an agreement and precisely identifying future school sites on a detailed land use map forming part of the Municipal Development Plan.

The way a municipality deals with school requirements in their Municipal Development Plan may be influenced by several factors. Some municipalities may prioritize retaining as much flexibility as possible in the future design of residential areas and view defining school sites on their land use map as less flexible. The scale of the municipality may also be a factor. Villages and towns, which tend to have more detailed land use plans reflecting their generally smaller geographic area, may be able to identify school sites more easily than rural municipalities whose much larger geographic areas creates difficulty providing the same detail on a land use map.

Use of area structure plans is one of the means of providing more detail for municipalities with large areas. An area structure plan is expected to provide more detailed planning for a smaller portion a municipality compared to the Municipal Development Plan. This offers the opportunity to match the number, size and location of future school sites with the expected number of students from a particular area.



While joint use and planning agreements for larger urban municipalities often reference area structure plans as the most common planning tool used to identify future school sites, the use of areas structure plans is optional under the *Municipal Government Act*. Not all municipalities use area structure plans. The value of the area structure plan is the ability to focus on part of a municipality to identify the types of land use for the area and relate the expected future population to infrastructure and coordinate the services needed to support future uses and residents. One consequence of this is that a single area structure plan, or a set of area structure plans, may not provide a complete picture for the long term school site needs within the municipality.

For rural municipalities, showing schools site in their Municipal Development Plan is not a practical approach. The area covered in any map for a rural Municipal Development Plan, if it has any maps, is by necessity very generalized and tends to focus on items at the scale of a section (one square mile) rather than 10 or 12 acres. Where a rural municipality identifies a concentrated area of future residential growth, the area structure plan approach may be the most appropriate means of coordinating with school boards on the need for and location of future school sites.

Finally, some municipalities may use non-statutory plans as their preferred tool to describe the future layout of an area and may refer to them as outline plans or concept plans. Like an area structure plan, outline plans and concept plans cover a part but not all of municipality.

For the purposes of a joint use and planning agreement's discussion on the planning of future school sites, the plan that is selected as the means of coordinating the efforts of the municipality and the school boards should:


- be capable of accounting for the vast majority of expected future students that would come from full development of the plan;
- be of a scale to accurately portray the size and shape of school sites, their relation to other planned uses and open spaces and their access to a major road; and
- represent a commitment by the municipal planning authorities at the time of subdivision or trigger the requirement for referrals to the school boards if changes are proposed.

Determining the Number of School Sites Needed

When planning for future land uses for the municipality under the Municipal Development Plan or a portion of the municipality under an area structure plan, the municipality needs to define the number of school sites that may be needed in the future. This is often determined in relation to the population that will reside in the future area being planned. For example, if the plan calls for a future population of 1,000 residents and twenty percent of this population is expected to be school aged then school space to accommodate 200 future students across all grades will be needed.

While the above approach is straightforward and relates the school needs to the area contributing school site and its expected future population, it can give rise to implications and challenges such as:

- accounting for changing demographics and grade ranges over time for the area being planned,

- 
- accounting for the movement of students within the municipality and between municipalities which may mean fewer or more students than expected, and
 - addressing cumulative needs across the municipality where the school is in one neighbourhood or plan area but serves residents of other parts of the municipality.

The challenge for the municipality is to make a determination on the number of school sites at one point in time with little ability to adjust the decision once an area has been developed. This contrasts with the more dynamic student enrolment information that may be used by school boards in their evaluation of the need for a new school site.

Ability to Obtain Reserve Dedication

The *Municipal Government Act* provides all municipalities with the same opportunity to obtain reserve land dedication when a landowner chooses to subdivide their land. In general, the area that can be required is up to ten (10) percent of the developable area that is being subdivided. For a typical quarter section, with no undevelopable lands in the form of steep slopes, water bodies and floodplains, this can mean fifteen (15) to sixteen (16) acres may be available for dedication. *Appendix C* provides references from the *Municipal Government Act* in relation to the ability of a municipality to require reserve dedication.


The timing of reserve land dedication is directly linked to a decision by the landowner. If the owner of the property containing a future school site is not actively

pursuing development of their property then the municipality is not able to obtain reserve land dedication using the tools available in the *Municipal Government Act*.

This means the acquisition of the site then becomes a negotiation with the landowner and the municipality. It can take the form of a “pre-dedication” arrangement where the landowner agrees to subdivision to create the school site in advance of wide scale subdivision of their property. In these circumstances, the municipality can expect to be asked to financially contribute towards costs related to the subdivision including the cost of extending services and municipal roadways to the site.

Reserve Land for Other Uses

The municipality uses the same ten percent reserve dedication described previously to address most open space and outdoor recreation requirements for the community or the area being planned. This includes land for smaller parks and playgrounds distributed throughout a residential area, linear parks for pathways, new outdoor recreation areas or landscaped areas that form a buffer from other uses like busy roads and highways. At first glance, the fifteen (15) to sixteen (16) acres of land that may be available as reserve dedication appears quite substantial. The amount that remains if a single ten (10) acre school site is provided may not be sufficient to meet the other park and open space needs. For example a single linear park through a quarter section may require 2.5 to 3.0 acres and each local park may require 1.0 to 1.5 acres.



One means of addressing the challenge of competing needs for limited reserve land dedication is to overlap open spaces where possible. For example, the sports field area of a school site may also form the central park for the residential area. Another is to position school sites where reserve dedication from more than one landowner can be combined to spread the out the burden of providing the school site. Finally, providing larger sites to allow two schools to share outdoor recreation areas and facilities offers another possible solution.

Use of Money in Place of Reserve

The ability to require reserve dedication when subdivision takes place also applies to planned commercial and industrial areas where the municipality may not wish to have park space. The *Municipal Government Act* provides the opportunity (see *Appendix C*) for the municipality to obtain money in place of land to facilitate the purchase of land in the location where the open space or school land is needed. In an urban setting, this means that the reserve dedication in industrial parks can be transferred to residential areas. In a rural setting it can be used to acquire land in a hamlet or planned recreation or residential area.


The formula for providing money in place of reserve is based on the value of land in an unsubdivided state from the area that is required to provide the reserve dedication. The target location where land is to be purchased may already be subdivided, have a higher land value, or the landowner may only agree to a higher value that compensates for any loss of opportunity on their part. This means that the

value per acre, even if coming from a commercial or industrial setting, may not be sufficient to then purchase an acre of land in a residential area.

Municipal, School or Municipal and School Reserve

When a municipality first approves the creation of a site for a future school using the land dedication provisions of the *Municipal Government Act*, a decision needs to be made on registering the site with Land Titles as municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR). The reserve designation (MR, SR or MSR) does not affect the use of these types of parcels – each is able to be used for a public park, a public recreation area, or for school board purposes. The reserve designation reflects ownership of the parcel. The title to an MR parcel can only be in the name of a municipality while the title to an SR parcel can only be in the name of a school board. Joint ownership of a parcel by a municipality and a school board makes use of the MSR designation.

The MR, SR and MSR designations described above have been used since 1976-1977. Other school sites that do not have a MR, SR or MSR designation in their legal description, and were created before 1976-1977, may or may not be considered reserve under the current *Municipal Government Act*. Previous designations used include “Public Reserve”, “Reserve”, “Community Reserve” and “School Reserve.”



The decision about who has ownership of a school site, hence which designation or label will be used, has potential implications. These include:

- the need to have the school board's name on title to be able to receive any funding for design and construction of a school from Alberta Education;
- the need to have clear lines of responsibility for insurance coverage purposes;
- the need to clearly assess liability for activities taking place on the site or legal claims involving the site; and
- the ability to apply municipal bylaws and policies or school board policies to all or part of a site in a manner that provides certainty for enforcing compliance if necessary.

For many municipalities and school boards, the option of separate ownership of two parcels that together make up a new school site is preferred. The MR designation, and municipal ownership, is applied to the portion of the site containing the playing fields, while the SR designation is applied to the portion of the site occupied by the school building.

Often when subdivision to create a school site takes place, the placement of the school building and related items such as staff parking areas are not known. This makes it difficult to pursue the two separate parcel approach mentioned above. In these cases, the designation MSR denoting joint municipal and school board ownership is applied in order to facilitate funding approval from the Province. Upon development permit approval or establishment of an agreed upon site plan showing the school building location, a second subdivision approval is obtained to create a


separate MR parcel and separate SR parcel. Where it is not known which school board will be assigned the new site, the entire site may start as MR and then be subdivided into an MR parcel and SR parcel at a later date.

Land Developer Perspectives

The planning system employed by municipalities needs to account for the ability of land developers to create new residential areas in an economic manner. To not do so increases the likelihood that the landowner will choose not to develop and subsequently reduce the growth prospects of the municipality.

It should be noted that not all land developers view the provision of a school site as a positive attribute. From the perspective of a land developer, the school site results in added expense to create the residential area they wish to market and sell. Some items typically pointed out by land developers are as follows:

- the roads and infrastructure (water, wastewater, storm water management, power, gas) needed along the school side of the school site are not recoverable from the sale of land that is directly serviced and the cost must be borne by all the other lots the land developer intends to sell;
- the contribution for municipal infrastructure such as major arterial roads, water reservoirs, and wastewater treatment plants that may be funded through offsite levies paid to the municipality cannot be recovered from the sale of the school site and the cost has to be borne by all other saleable lots;

- 
- the school site size impacts the number of saleable lots that can be created and limits the open space possibilities used to create an interesting residential layout; and
 - the school site location competes for prime space that could be used for a multi-family residential or local commercial lot.

Taking the perspective of land developers into account in creating and approving land use plans often has a bearing on how future school sites are designed and located. This may take the form of:

- locating the future school site in the interior of the area to be developed and in one of the last phases of development to be considered in favour of creating and selling a large number of lots prior to having to bear the expense of providing and servicing the school site;
- reducing the perimeter roadway of the school site in favour of residential lots along the road and the school site being located behind the residential lots;
- using more marginal land that may be wet on a seasonal basis or have less favourable geotechnical conditions for housing but considered suitable for the development of outdoor recreation space and facilities; and
- overlapping the school site with storm water management facilities to reduce the overall amount of land needed compared to a school site and a separate storm water management pond area.

Summary

The take away from this section should be the understanding that the planning processes used by individual municipalities vary based on the circumstances and preferences of each municipality. Additionally, the provision of school sites is part of a larger effort to build a community and this effort is influenced by broad economic forces, the interests of individual landowners and several other factors that may bear on the timing and availability of resources to assist with creating school sites. For school boards and municipalities seeking to coordinate their respective plans, ongoing and routine communication offers a means of working through the challenges associated with the need and timing of providing school sites.

DISPOSAL OF SCHOOL SITES

The legislation requires a discussion of disposal of school sites as one of the mandatory topics in a joint use and planning agreement. At first glance, this may not appear to be particularly relevant to small urban and rural Alberta where surplus sites planned for a school does not come up as an issue very often. However, the subject can be relevant to the construction of a new or replacement school at a new location other than the school it replaces leading to decisions having to be made about the future of the current site.


The *Municipal Government Act* establishes a system where land for school sites is obtained from a landowner through the subdivision process and is then “loaned out” to a school board over a long period of time. In the event that the school board no longer needs the land, then it is expected to be transferred back to the municipality. This approach only applies to school sites that were created using the reserve dedication provisions of the *Municipal Government Act*, including sites that were acquired using money in place of municipal, school reserve. *Appendix D* contains the relevant provisions from the *Municipal Government Act*.

Not all school sites are on reserve land. Over their history, school boards acquired sites in different ways. This includes the purchase of older school sites through tax revenues that used to be directly collected by school boards or donations of land to the school board.

When faced with decisions about the disposal of a school site, it is necessary to track the history of how the site was originally acquired. This information will determine whether or not the disposal process for the site involves the municipality. If it does, then the provisions of the *Municipal Government Act* related to disposal of a school site will apply in addition to the requirements faced by the school board under the *Education Act*. If the site was not obtained as reserve in any way, then the municipality is not involved in the land transaction portion of the disposal process and the school board proceeds to follow the requirements of the *Education Act*. That said, the municipality remains the land use approval authority for future use and development of the site. Therefore, it is beneficial for the school board to involve the municipality in their plans for the disposal process to ensure compliance with local land use regulations and a successful sale.

Considerations in disposing of school sites include:

- original status of the land to be disposed to determine the legal procedures that need to be satisfied;
- original status of the land in relation to distribution of any assets that may be gained through the disposal;
- responsibility for any environmental concerns or liabilities that may be present on the site;
- responsibility for the demolition and proper removal of any unwanted buildings or improvements on the site;
- public information and consultation around the disposal of reserve lands and future of the site;

- 
- potential future non-school uses that may be appropriate for the site in an effort to facilitate a recovery of any remaining asset value of buildings and site improvements that may be transferred to a third party; and
 - potential municipal use of all or part of the site and the approach to the depreciated value of any assets that may transfer from the school board to the municipality.

MODEL AGREEMENTS

To aid in the creation of joint use and planning agreements, a set of model agreements has been developed. The model agreements are:

- designed to cover the legislative requirements;
- based on the experiences and existing agreements used by Alberta's larger urban municipalities; and
- written with smaller urban municipalities and rural municipalities in mind.

The intent of the model agreements is to provide a starting point for municipalities and school boards in their discussions. Each agreement can be tailored to suit the local needs of the parties. While the three model agreements have undergone a legal review for basic legal structure of the document and typical contract clauses, users of the model agreement may still wish to undertake their own legal review after the agreements have been modified for their own use and prior to formal adoption by Councils and Boards.

Model Agreement A

This Agreement is based on a single municipality's relationship with the school boards that serve that municipality. This enables focus on a smaller geographic area, a smaller inventory of facilities and sites subject to the agreement, and a smaller student population compared to a broader, regionally based, multi-municipality agreement. Regional interactions between different municipalities and the school

boards that serve them are acknowledged through specific provisions about involving other parties when a matter affects or involves them on a case by case basis.

Model Agreement A is found in *Appendix E*.

Model Agreement B

This Agreement is based on a single municipality's relationship with the school boards that serve that municipality. Similar to Model Agreement A, this enables focus on a smaller geographic area, a smaller inventory of facilities and sites subject to the agreement, and a smaller student population compared to a broader, regionally based, multi-municipality agreement. Model Agreement B is most appropriate for those municipalities that have few facilities available for use by the school boards and/or have limited interaction with the school boards. It is a simplified version of Model A. While interactions between the municipality and school boards may be limited, regional interactions with other municipalities and the school boards that serve them are addressed through specific provisions requiring participation in discussions of matters that affect the municipality on a case by case basis.

Model Agreement B is found in *Appendix F*.



Model Agreement C

This Agreement is based on the unique nature of the Francophone School Boards and the large geographic areas covered by each of these boards. Where the Francophone School Board has a school, the agreement with that particular municipality may be more appropriately based on Model Agreement A with the Francophone School Board joining the other parties in a single agreement. Where the Francophone School Board does not have a school, and likely serves a large area with one facility, Model Agreement C may be more appropriate. Model Agreement C addresses the legislative requirements but creates a more simplified administrative system than the other two model agreements. The relatively low degree of interaction is reflected in less frequent meetings. As the relationship with municipalities across the same county may be similar, Model Agreement C can be created between multiple municipalities within the same county to coordinate their response to the needs of the Francophone School Board that serves them all.

Model Agreement C is found in *Appendix G*.

Appendix A: Legislative References – Joint Use and Planning Agreement

This Appendix contains select references related to the issue of joint use and planning agreements for the purposes of the accompanying Guide at the time that it was written (current as of January 2022). Readers are advised to consult the full text of the most current version of Provincial legislation for all other purposes.

The *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26 contains the following provisions related to the requirement to have a joint use and planning agreement in place.

Joint use and planning agreements

670.1(1) Where on the coming into force of this section a school board is operating within the municipal boundaries of a municipality, the municipality must, within 3 years after this section comes into force, enter into an agreement under this section with the school board.

(2) Where after the coming into force of this section a school board commences operating within the municipal boundaries of a municipality, the municipality must, within 3 years after the school board commences operating in the municipality, enter into an agreement under this section with the school board.

(3) An agreement under this section must contain provisions

- (a) establishing a process for discussing matters relating to
 - (i) the planning, development and use of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality,

- (ii) transfers under section 672 or 673 of municipal reserves, school reserves and municipal and school reserves in the municipality,
- (iii) disposal of school sites,
- (iv) the servicing of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality, and
- (v) the use of school facilities, municipal facilities and playing fields on municipal reserves, school reserves and municipal and school reserves in the municipality, including matters relating to the maintenance of the facilities and fields and the payment of fees and other liabilities associated with them,

(b) respecting how the municipality and the school board will work collaboratively,

(c) establishing a process for resolving disputes, and

(d) establishing a time frame for regular review of the agreement, and may, subject to this Act, the regulations, the Education Act and the regulations under that Act, contain any other provisions the parties consider necessary or advisable.

(4) More than one municipality may be a party to a joint use and planning agreement.

(5) A joint use and planning agreement may be amended from time to time as the parties consider necessary or advisable.

Appendix B: Site Evaluation Checklist

The table presented below was created by Alberta Education and Alberta Infrastructure and is required as part of the submission for approval of a new school building or building expansion or modernization. The version presented below was a draft as of January 2021. Please note that the Site Evaluation Checklist may change from time to time and the reader should consult Alberta Education for the most current version.

Site Evaluation Checklist

Jurisdiction/Authority Name	Click or tap here to enter text.
Name of Project	Click or tap here to enter text.
Grade configuration of facility	Click or tap here to enter text.
Opening capacity	Click or tap here to enter text.
Full build out capacity	Click or tap here to enter text.
Legal description of site	Click or tap here to enter text.
Geolocation information	Click or tap here to enter text.
Location or neighborhood if project is for a new facility or a replacement school.	Click or tap here to enter text.
This form is intended to be used in conjunction with the document called <u>Guidelines for Site Work for Projects to be submitted within the Three Year Capital Plan</u>. Please refer to this document for assistance and clarification on how to complete this form.	
Level 1 – Site Evaluation	
<input checked="" type="checkbox"/>	Criteria 1.1 - Yes/No Requirement 1.1.1 - The site is outside the 1:500 floodplain, as stated in documentation from Environment and Parks (AEP). A copy of the AEP document is attached to this checklist.

	<p>Yes/No Requirement 1.1.2 - Written confirmation is provided (attached to this checklist) indicating that the proposed development is permissible under municipal bylaws, and flood regulations.</p> <p>Additional Evidence - If the site is not outside the 1:500 floodplain and the proposed development is permissible under municipal and provincial flood plain regulation, a Flood Risk Assessment (FRA) report and other studies may be required.</p> <p>Yes/No A copy of the FRA and other studies are provided as an attachment or Yes/No Will be provided as part of the Level 2 Site Evaluation.</p>
<input type="checkbox"/>	<p>Criteria 1.2 – Proximity to significant AER infrastructure: (a) Sour wells, pipelines and facility; (b) Abandoned wells and (c) Abandoned coalmines.</p> <p>Requirement 1.2.1 - Please identify setback distance. The site is:</p> <p>Yes/No Within the regulatory setback requirements from any significant AER regulated infrastructure.</p> <p>Yes/No Requirement 1.2.2. – Evidence confirming that the proposed development is permissible under provincial and municipal regulations is attached to this checklist.</p> <p>If risks are identified, school authorities are encouraged to explore alternative sites or provide an <u>explanation</u> of why the site should be supported in spite of the known risks.</p> <p>Explanation. Click or tap here to enter text.</p>

<input checked="" type="checkbox"/>	<p>Criteria 1.3 – Proximity to other significant infrastructure (refer to guidelines).</p> <p>Requirement 1.3.1 - Please provide evidence clarifying if any of the significant infrastructure is located in proximity to the proposed school facility (i.e. map showing the proposed site and existing significant infrastructure), provide details of the identified significant infrastructure and confirm that the proposed development is aligned with the regulatory setback requirements and is permissible under provincial and municipal regulations.</p> <p>Yes/No Requirement 1.3.2. – Evidence is provided related to any significant infrastructure in proximity to the proposed school facility and confirming that the proposed development is permissible under federal, provincial and municipal regulations.</p> <p>If risks are identified, school authorities are encouraged to explore alternative sites or provide an explanation of why the site should be supported in spite of the known concerns and risks.</p> <p>Explanation. Click or tap here to enter text.</p>
<input type="checkbox"/>	<p>Criteria 1.4 – Adjacency to a provincial highway.</p> <p>Requirement 1.4.1. – Please clarify if the development is located within the development control zone, as defined by Alberta Transportation.</p> <p>Yes/No Evidence is attached to this checklist, indicating if Alberta Transportation will require a roadside development permit.</p> <p>Additional Evidence - If a roadside development permit is required, school authorities should collaborate with Alberta Transportation to identify if off-site</p>

	<p>improvements or additional scope of work will be required, providing a brief description of this work and the estimated costs.</p> <p>Yes/No Additional Evidence is provided as an attachment or Yes/No will be provided as part of the Level 2 Site Evaluation.</p> <p>Explanation. Click or tap here to enter text.</p>
<input type="checkbox"/>	<p>Criteria 1.5 - Site topography.</p> <p>Yes/No Requirement 1.5.1. Please provide information related to site topography and identify if any of the topographic or site shape characteristics would impact negatively the future school project.</p> <p>Yes/No Evidence (such as survey plan) is attached to this checklist, meeting the requirement 1.5.1.</p> <p>If risks are identified, school authorities are encouraged to explore alternative sites or provide an explanation of why the site should be supported in spite of the known risks.</p> <p>Explanation. Click or tap here to enter text.</p>

<input type="checkbox"/>	<p>Criteria 1.6 – Digital Photographs</p> <p>Yes/No Requirement 1.6.1 - Digital Photographs, as required and from all four corners of the site, are attached.</p> <p>Explanation. Click or tap here to enter text.</p>
<input type="checkbox"/>	<p>Criteria 1.7 - Historic Resources.</p> <p>Yes/No - Requirement 1.7.1 – Evidence is attached clarifying if Historic Resources were identified on the proposed school site, in collaboration with the <i>Alberta Culture, Multiculturalism and Status of Women and Municipality</i>.</p> <p>Additional Evidence - If historic resources were identified in relation to the proposed school site, school authorities should collaborate with <i>Alberta Culture, Multiculturalism and Status of Women and Municipality</i> to identify additional scope of work, estimated costs and project timeline impacts.</p> <p>Yes/No Additional Evidence is provided as an attachment or Yes/No will be provided as part of the Level 2 Site Evaluation.</p> <p>Explanation. Click or tap here to enter text.</p>

<input type="checkbox"/>	<p>Criteria 1.8 - Title to the Site</p> <p>Yes/No Requirement 1.8.1 – Attached is a copy of the Certificate of Title and documentation on encumbrances registered on the Certificate of Title.</p> <p>Yes/No Requirement 1.8.2 - If the site ownership is in the name of the municipality, please attach a copy of the agreement signed between Municipality and School Jurisdiction.</p> <p>Yes/No Additional Evidence - Please provide documentation on any encumbrances, liens registered on the Certificate of Title, explain if and how they may limit the development of the school and clarify any other interests that may limit the development of the school. Please clarify how they will be resolved.</p> <p>Explanation. Click or tap here to enter text.</p>
<input type="checkbox"/>	<p>Criteria 1.9 - Site size</p> <p>Yes/No Requirement 1.9.1 – Please provide information related to local site size requirements, and any site limitations.</p> <p>Yes/No Requirement 1.9.2 – indicate if the proposed project site meets the flags listed in the guidelines and provide conceptual design study.</p> <p>Yes/No a copy of the conceptual design study is provided as an attachment or Yes/No will be provided as part of the Level 2 Site Evaluation.</p> <p>The design study should include:</p> <ul style="list-style-type: none"> • parking, • bus loop,

- drop off zones,
- area for future expansion and,
- any other provisions required by the municipal bylaws.

Please check on available amenities located in proximity to the proposed school site. If these amenities are not available within close proximity to the site indicate which amenities are desired features of the project

- Elementary playground area
- Playing Fields
- Running Track
- Football Field
- Baseball Diamond
- Additional building footprint for school authority or third party funded scope
- Other: Please specify. Click or tap here to enter text.

Additional information - If there are any concerns related to site size and the accommodation of the proposed school project components, please provide an explanation of why the site should be supported and how the project would be impacted, identifying if any additional scope of work is needed, estimated costs and project timeline impacts.

Yes/No Additional Evidence is provided as an attachment or **Yes/No** will be provided as part of the Level 2 Site Evaluation.

Explanation.
Click or tap here to enter text.

<input type="checkbox"/>	<p>Criteria 1.10 - Letter from the Municipality</p> <p>Yes/No Requirement 1.10.1. A letter received from the municipality is attached.</p> <p>Explanation. Click or tap here to enter text.</p>
<input type="checkbox"/>	<p>Criteria 1.11 Utilities (Electricity, Gas and Communication lines – Telephone/Internet)</p> <p>Yes/No Requirement 1.11.1 – Information and evidence related to the existence and capacity of utility lines and infrastructure available to the subject property is attached.</p> <p>Explanation. Click or tap here to enter text.</p>
<p>Certification by authorized officer of school authority</p> <p>I confirm that the information provided above is accurate.</p>	
<p>_____</p> <p>Print Name</p>	<p>_____</p> <p>Print Title</p>
<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date</p>

Appendix C: Legislative References – Reserve Land Dedication

This Appendix contains select references related to the issue of joint use and planning agreements for the purposes of the accompanying Guide at the time that it was written (current as of January 2022). Readers are advised to consult the full text of the most current version of Provincial legislation for all other purposes.

The following excerpts from the *Municipal Government Act* relate to joint use and planning agreements in terms of the legislative tools available to a municipality to acquire land and the expectations regarding the use of land that is acquired using these tools.

Reserves not required

663 A subdivision authority may not require the owner of a parcel of land that is the subject of a proposed subdivision to provide reserve land or money in place of reserve land if

- (a) one lot is to be created from a quarter section of land,
- (b) land is to be subdivided into lots of 16.0 hectares or more and is to be used only for agricultural purposes,
- (c) the land to be subdivided is 0.8 hectares or less, or
- (d) reserve land, environmental reserve easement or money in place of it was provided in respect of the land that is the subject of the proposed subdivision under this Part or the former Act.

Municipal and school reserves

666(1) Subject to section 663, a subdivision authority may require the owner of a parcel of land that is the subject of a proposed subdivision

- (a) to provide part of that parcel of land as municipal reserve, school reserve or municipal and school reserve,
- (b) to provide money in place of municipal reserve, school reserve or municipal and school reserve, or
- (c) to provide any combination of land or money referred to in clauses (a) and (b).

(2) The aggregate amount of land that may be required under subsection (1) may not exceed the percentage set out in the municipal development plan, which may not exceed 10% of the parcel of land less all land required to be provided as conservation reserve or environmental reserve or made subject to an environmental reserve easement.

(3) The total amount of money that may be required to be provided under subsection (1) may not exceed 10% of the appraised market value, determined in accordance with section 667, of the parcel of land less all land required to be provided as conservation reserve or environmental reserve or made subject to an environmental reserve easement.

(3.1) For greater certainty, for the purposes of calculating the 10% under subsection (2) or (3), the parcel of land includes any land required to be provided under section 662.

- (4) When a combination of land and money is required to be provided, the sum of
- (a) the percentage of land required under subsection (2), and
 - (b) the percentage of the appraised market value of the land required under subsection (3) may not exceed 10% or a lesser percentage set out in the municipal development plan.

Money in place of municipal, school reserve

667(1) If money is required to be provided in place of municipal reserve, school reserve or municipal and school reserve, the applicant must provide

- (a) a market value appraisal of the existing parcel of land as of a specified date occurring within the 35-day period following the date on which the application for subdivision approval is made
 - (i) as if the use proposed for the land that is the subject of the proposed subdivision conforms with any use prescribed in a statutory plan or land use bylaw for that land, and
 - (ii) on the basis of what might be expected to be realized if the land were in an unsubdivided state and sold in the open market by a willing seller to a willing buyer on the date on which the appraisal is made,

or

(b) if the applicant and the subdivision authority agree, a land value based on a method other than that described in clause(a).

(2) If money is required to be provided in place of municipal reserve, school reserve or municipal and school reserve, the subdivision authority must specify the amount

of money required to be provided at the same time that subdivision approval is given.

Appeals

678(1) The decision of a subdivision authority on an application for subdivision approval may be appealed

- (a) by the applicant for the approval,
- (b) by a Government department if the application is required by the subdivision and development regulations to be referred to that department,
- (c) by the council of the municipality in which the land to be subdivided is located if the council, a designated officer of the municipality or the municipal planning commission of the municipality is not the subdivision authority, or
- (d) by a school board with respect to
 - (i) the allocation of municipal reserve and school reserve or money in place of the reserve,
 - (ii) the location of school reserve allocated to it, or
 - (iii) the amount of school reserve or money in place of the reserve.

Allocation of municipal and school reserve

670(1) When reserve land is required to be provided, the subdivision authority must specify the amount, type and location of reserve land that is to be provided, regardless of whether money is also required to be provided, and allocate the municipal reserve, school reserve and municipal and school reserve between the municipality and each school board concerned as joint owners or as separate owners

- (a) in accordance with an agreement made between the municipality and the school boards, or
- (b) in the absence of an agreement, in accordance with the needs of each of them as those needs are determined by the subdivision authority.

(2) When money is required to be provided in place of municipal reserve, school reserve or municipal and school reserve, the subdivision authority must allocate the money between the municipality and each school board concerned either jointly or separately

- (a) in accordance with an agreement made between the municipality and the school boards, or
- (b) in the absence of an agreement, in accordance with the needs of each of them as determined by the subdivision authority.

(3) When a combination of land and money is required to be provided, the subdivision authority must

- (a) specify the amount, type and location of reserve land that is to be provided, and
- (b) allocate the municipal reserve, school reserve or municipal and school reserve or money in place of any or all of them between the municipality and each school board concerned in accordance with an agreement made between the municipality and the school boards, or in the absence of an agreement, in accordance with the needs of the municipality and the school boards as determined by the subdivision authority.

(4) A decision concerning the allocation of municipal reserve, school reserve, municipal and school reserve or money in place of any or all of them must be made before an application for subdivision approval is granted.

Use of reserve land, money

671(1) Subject to section 676(1), environmental reserve must be left in its natural state or be used as a public park.

(2) Municipal reserve, school reserve or municipal and school reserve may be used by a municipality or school board or by them jointly only for any or all of the following purposes:

- (a) a public park;
- (b) a public recreation area;
- (c) school board purposes;
- (d) to separate areas of land that are used for different purposes.

(2.1) Community services reserve may be used by a municipality for any or all of the following purposes:

- (a) a public library;
- (b) a police station, a fire station or an ambulance services facility, or a combination of them;
- (c) a non-profit day care facility;
- (d) a non-profit senior citizens facility;
- (e) a non-profit special needs facility;
- (f) a municipal facility providing service directly to the public;
- (g) affordable housing.

(3) Despite that land is designated as municipal reserve, school reserve or municipal and school reserve, the municipality and one or more school boards may enter into any agreement they consider necessary with respect to a use referred to in subsection (2) or for any matter related to the use.

(4) Money provided in place of municipal reserve, school reserve or municipal and school reserve and the interest earned on that money

(a) must be accounted for separately, and

(b) may be used only for any or all of the purposes referred to in subsection (2).

(5) For the purposes of subsection (2)(c), "school board purposes" means those purposes as determined by the Minister of Education under subsection (6).

(6) The Minister of Education may, by order, determine school board purposes for the purposes of subsection (5).

(7) An order made under subsection (6) is exempt from the application of the Regulations Act.

(8) The Minister of Education must publish in The Alberta Gazette a notice of any order made under subsection (6) and information about where copies of the order may be obtained or are available to the public.

Appendix D: Legislative References – Transfer and Disposal of Reserve Land

This Appendix contains select references related to the issue of joint use and planning agreements for the purposes of the accompanying Guide at the time that it was written (current as of January 2022). Readers are advised to consult the full text of the most current version of Provincial legislation for all other purposes.

The *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26 contains the following provisions related to the transfer and disposal of municipal reserve, school reserve and municipal and school reserve land.

Transfer of school and other reserves to municipality

672(1) If a school board holds an interest in a school reserve, municipal and school reserve or municipal reserve under this Part or the former Act and declares that the reserve is surplus to the school board's needs, the school board must transfer its interest in the land to the municipality where the reserve is located, for the consideration agreed on between them.

(2) On the registration in a land titles office of a transfer of land or an interest in land under subsection (1), the Registrar must designate the land as municipal reserve.

(3) Despite subsection (2), the council of a municipality may by bylaw require the school building footprint of the school reserve, municipal and school reserve or municipal reserve referred to in subsection (1) to be designated as community services reserve, in which case the Registrar, on receipt of a copy of the bylaw and a survey plan on which the school building footprint is outlined, must

- (a) issue a new certificate of title for the school building footprint with the designation of community services reserve, which must be identified by a number suffixed by the letters "CSR", and
- (b) issue a new certificate of title for the remaining land with the designation of municipal reserve, which must be identified in accordance with section 665(2)(a).

(4) The certificate of title for a community services reserve or a municipal reserve under this section must be free of all encumbrances as defined in the Land Titles Act.

(5) In subsection (3), "school building footprint" means

- (a) the portion of the reserve on which a school building and accompanying parking lot is situated, or
- (b) if no school building is situated on the reserve, the area of land on which a school and accompanying parking lot would be located if they had been built as determined by the municipality.

Transfer to school authority

673(1) A municipality may transfer municipal reserve or its interest in municipal and school reserve to a school board.

(2) On the registration in a land titles office of a transfer of land or an interest in land under subsection (1), the Registrar must designate the land as school reserve.

(3) If a transfer of land or an interest in land is effected pursuant to this section, the requirements of sections 674 and 675 do not apply to the transfer.

Disposal of municipal and school reserve

674(1) Despite section 70, if

- (a) a council wishes to sell, lease or otherwise dispose of municipal reserve or community services reserve, or
- (b) a council and a school board wish to sell, lease or otherwise dispose of municipal and school reserve,

a public hearing must be held in accordance with section 230 and must be advertised in accordance with section 606.

(2) In addition to the notice required under subsection (1), notices containing the information required under section 606 must be posted on or near the municipal reserve, community services reserve or municipal and school reserve that is the subject of the hearing.

Removal of designation as municipal reserve

675(1) A council in the case of municipal reserve or community services reserve or a council and a school board in the case of municipal and school reserve may, after taking into consideration the representations made at a public hearing under section 674(1), direct a designated officer to notify the Registrar that the provisions of this Division have been complied with and request the Registrar to remove the designation of municipal reserve, community services reserve or municipal and school reserve.

(2) If the Registrar is satisfied that this Part has been complied with, the Registrar must remove the designation in accordance with the request made under subsection (1).

(3) On removal of the designation, the municipality or the municipality and the school board may sell, lease or otherwise dispose of the land, but the proceeds from the sale, lease or other disposition may be used

- (a) in the case of the sale, lease or other disposition of a municipal reserve or a municipal and school reserve, only for any or all of the purposes referred to in section 671(2) or for any matter connected to those purposes, and
- (b) in the case of the sale, lease or other disposition of a community services reserve, only for any or all of the purposes referred to in section 671(2.1) or for any matter connected to those purposes.

Appendix E: Model Agreement “A”

Sample Text for Model Agreement “A”	Comments and Annotations
<p style="text-align: center;">JOINT USE AND PLANNING AGREEMENT</p> <p>THIS AGREEMENT made this ____ day of _____, 2023</p> <p>BETWEEN:</p> <p style="padding-left: 100px;">MUNICIPALITY</p> <p style="padding-left: 100px;">AND</p> <p style="padding-left: 100px;">SCHOOL BOARD “A”</p> <p style="padding-left: 100px;">AND</p> <p style="padding-left: 100px;">SCHOOL BOARD “B”</p>	<p><i>The name of the agreement is based on the term used in the Municipal Government Act and the Education Act for ease of reference.</i></p> <p><i>An agreement must be in place by June 10, 2023 unless an extension has been given by the Minister of Education.</i></p> <p><i>This Agreement is based on one municipality’s relationship with the school boards that serve that municipality. This enables focus on a smaller geographic area, a smaller inventory of facilities and sites subject to the agreement, and a smaller student population compared to a broader, regionally based, multi-municipality agreement.</i></p> <p><i>Regional interactions between different municipalities and the school boards that serve them should be acknowledged as a specific set of provisions with similar provisions used in the agreements throughout the same County or region (see Section 6 below).</i></p> <p><i>Given the unique nature of the Francophone School Boards, a separate agreement between the school board and most of the municipalities it serves may be appropriate (Model Agreement C). Where the Francophone School Board has a school, the agreement with that particular municipality may be similar to this version and may warrant adding the Francophone School Board to the agreement.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>WHEREAS:</p> <p>The <i>Municipal Government Act</i> and the <i>Education Act</i> 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</p> <p>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</p> <p>It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and</p> <p>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</p> <p>The <i>Municipal Government Act</i> 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</p> <p>The <i>Municipal Government Act</i> and the <i>Education Act</i> 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;</p> <p>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:</p>	<p><i>The recital clauses provide the reader a general understanding of why the agreement is in place and the major purposes that the agreement seeks to achieve.</i></p> <p><i>Additional recital clauses can be added to address local preferences and situations. For example, some clauses may give an overview of the general facilities operated by each party.</i></p>

Sample Text for Model Agreement "A"	Comments and Annotations
<p>1) DEFINITIONS</p> <p>In this Agreement, the following terms shall be interpreted as having the following meanings:</p> <p>a) "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.</p> <p>b) "Arbitration Act" means the <i>Arbitration Act</i>, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.</p> <p>c) "Area Structure Plan" means an area structure plan adopted pursuant to the <i>Municipal Government Act</i> and providing direction for land uses for a defined area within the Municipality.</p> <p>d) "Boards" means the Catholic Board and Public Board collectively.</p> <p>e) "Calendar Day" means any one of the seven (7) days in a week.</p> <p>f) "CAO" means the Chief Administrative Officer of the Municipality.</p> <p>g) "Catholic Board" means the _____ and any successor board or authority.</p> <p>h) "Community Use" means use by members of the general public and not a User Group.</p> <p>i) "Council" means the municipal council of the Municipality of _____.</p> <p>j) "Education Act" means the <i>Education Act</i>, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.</p> <p>k) "Effective Date" means _____ (insert date).</p>	<p><i>Agreement and schedules may be adjusted over time as outlined in the agreement text pertaining to formal amendments and updating schedules.</i></p> <p><i>Definition of "Boards" needs to reflect the signatories to the agreement.</i></p> <p><i>Insert full name of the Catholic School Board if party to the agreement.</i></p> <p><i>Insert full name of the Municipality.</i></p> <p><i>Insert a date that occurs after all Parties have ratified the agreement.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>l) “Facility Plans” means the capital plan and facility plan prepared by each of the Boards for approval by the Alberta Government.</p> <p>m) "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 Boards the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the respective Board.</p> <p>n) “Governing Committee” means the committee which includes elected officials as established under this Agreement.</p> <p>o) “Hazardous Substance(s)” means the same as hazardous substance defined in the <i>Environmental Protection and Enhancement Act</i>, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.</p> <p>p) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A", "B", and "C" as being available for booking by the Parties or User Groups or for Community Use.</p> <p>q) “Municipality” means the municipal corporation of _____, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.</p> <p>r) “Municipal Development Plan” means a municipal development plan adopted pursuant to the <i>Municipal Government Act</i> and providing direction for future land uses within the Municipality.</p> <p>s) "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".</p> <p>t) “Municipal Government Act” means the <i>Municipal Government Act</i>, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.</p> <p>u) “Operating Committee” means the committee which is comprised of the CAO and Superintendents as established under this Agreement.</p>	<p><i>If a shared booking approach is taken, this definition must be changed to reflect that approach.</i></p> <p><i>Insert full name of the Municipality.</i></p>

Sample Text for Model Agreement "A"	Comments and Annotations
<p>v) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.</p> <p>w) "Public Board" means _____ and any successor board or authority.</p> <p>x) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the <i>Municipal Government Act</i>.</p> <p>y) "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 Schedules "B" and "C".</p> <p>z) "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.</p> <p>aa) "Superintendent" means the chief executive officer of one (1) of the Boards.</p> <p>bb) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.</p>	<p><i>Insert full name of the Public School Board if party to the agreement.</i></p> <p><i>The agreement must cover the use of Reserve Lands. It can also address other lands that the municipality may have had a part in acquiring to accommodate a school even though the land was not acquired as Reserve dedication.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>2) SCHEDULES</p> <p>The following is the list of Schedules to this Agreement:</p> <ul style="list-style-type: none"> Schedule “A” – Municipal Facilities available for Joint Use Schedule “B” – School Board Facilities available for Joint Use Schedule “C” – School Board Facilities available for Joint Use Schedule “D” – Joint Use Times Schedule “E” – Operating Guidelines Schedule “F” – School Site Planning Guidelines Schedule “G” – Dispute Resolution Process 	<p><i>The agreement is constructed using a main body of text with more details for select topics addressed through a series of schedules. This provides a means to amend or update portions of the agreement from time to time without having to recreate the entire agreement.</i></p>
<p>3) TERM, REVIEW AND AMENDMENT OF AGREEMENT</p> <ul style="list-style-type: none"> 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 and Governance Committees. Following the review, the Governance Committee shall recommend how the agreement should be amended. c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties. 	<p><i>After June 10, 2023 an agreement must be in place. An agreement can be in place prior to this deadline.</i></p> <p><i>The legislation does not stipulate a timeframe for review and leaves the need to amend or update the agreement to the parties.</i></p> <p><i>The initial review may be undertaken by administrative representatives assigned to the Operating Committee operating under the agreement. If formal amendment is deemed necessary, then municipal and school board elected officials would participate in a review of specific amendments and issues before giving recommendations to their respective Council/Board.</i></p> <p><i>Various schedules, such as fees and facilities available, may be able to be modified with sufficient notice without going through a formal amendment process.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>4) WITHDRAWAL AND TERMINATION</p> <p>a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.</p> <p>b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.</p> <p>c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.</p> <p>d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.</p>	<p><i>After June 10, 2023 each municipality and school board operating in that municipality must have a Joint Use and Planning Agreement in place. There is no provision in the legislation to enable an agreement to not be in place.</i></p> <p><i>The first recourse should be to understand and find common ground on the issue(s) giving rise to the request for a review. If needed, the dispute resolution process may be employed.</i></p> <p><i>Unless the agreement in question is bilateral (one municipality and one school board), it may be possible to replace a multi-party agreement (one or more municipalities and one or more school boards) with a set of bilateral agreements to satisfy the basic legislative requirements.</i></p>
<p>5) PRINCIPLES</p> <p>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:</p> <p>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 Boards and Municipal Council believe to be in the best interests of the people they serve.</p> <p>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.</p>	<p><i>The set of principles used should be based on mutual discussion amongst the parties. A set of sample principles has been provided. Principles can also go by different names such as “road map”, “pillars” or “guiding philosophies.”</i></p> <p><i>The purpose of the principles is to provide a touchstone or reference point about what the overall aim of the agreement between the parties is should matters arise over time that the agreement does not specifically address.</i></p> <p><i>These clauses speak to commitments on a philosophical level and should not contain text that crosses over into the operation of the agreement. For example, the parties have a “duty to consult” one another as a principle and the mechanisms to be used to consult should be addressed in other sections of the agreement.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>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.</p> <p>Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.</p> <p>Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.</p>	
<p>6) CONSULTATION WITH OTHER MUNICIPALITIES</p> <p>a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.</p> <p>b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality’s boundaries and ratepayers beyond the Municipality’s boundaries.</p> <p>c) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult and involve other municipalities that are served by the same Board or Boards 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.</p>	<p><i>This section seeks to acknowledge the regional nature and function of most School Boards across rural and small town Alberta. The boundaries of the School Boards typically overlap several municipal boundaries. Student populations are fluid and do not always attend schools located within their municipality of residence. Existing schools were largely built when the ratepayers from several municipalities contributed directly to School Boards’ capital projects. Future schools are funded indirectly through Provincial property taxes by ratepayers in all municipalities.</i></p> <p><i>The legislation does not prevent the creation of an agreement involving multiple municipalities and school boards. Such an agreement may be more difficult to manage with upwards of 12 parties to the agreement. For “routine” annual discussions the logistics of getting all parties together may outweigh the benefit. For the planning of a new school site, particularly where it is located in one municipality and serving several, the efforts to set up broader participation in discussions may be beneficial.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>d) 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 members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.</p>	
<p>7) MEETING OF COUNCIL AND BOARDS</p> <p>a) Council of the Municipality and the members of the Boards shall meet at least every two (2) years to discuss issues of mutual interest.</p> <p>b) Each meeting shall be chaired by the Mayor or the Chairperson of one of the Boards on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.</p> <p>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. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.</p> <p>d) Minutes shall be kept for all meetings of Council and the Boards. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.</p>	<p><i>From time to time the elected officials should gather to discuss matters of mutual interest.</i></p> <p><i>The frequency of meetings between Council and School Boards may depend on whether or not there are issues of a pressing nature but should allow for at least one meeting during the four year term of each respective group.</i></p> <p><i>The logistics of this meeting may involve up to twenty-five (25) to thirty (30) persons for an agreement that has one municipality and two school boards as signatories.</i></p> <p><i>This size of meeting may lend itself more to high level discussions rather than detailed exploration of issues and solutions.</i></p>
<p>8) GOVERNING COMMITTEE</p> <p>a) The Governing Committee shall consist of two (2) Council members and the CAO or their designate and two (2) Board members and the Superintendent or their designate from each Board. The Governing Committee shall meet on an “as needed” basis.</p>	<p><i>The Governing Committee (or an alternate name) is meant to provide a forum where elected officials and Administration can discuss matters in more detail than may be possible at a meeting of all elected officials.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>b) The role of the Governing Committee shall be to provide recommendations to the Council and Boards regarding:</p> <ul style="list-style-type: none"> i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and ii) Resolution of any issues or matters of disagreement that arise. <p>c) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting. The Governing Committee may adopt such rules of procedure as may be agreed upon by its members.</p> <p>d) The CAO and each Superintendent may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the respective Superintendent.</p> <p>e) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion. All decisions of the Governance Committee shall require consensus of its members.</p>	<p><i>This Committee is expected to meet only when necessary. The majority of the implementation of the agreement is purposefully left to the Municipal and School Administrations.</i></p> <p><i>The intent is to set out a clear division between broad policy decisions at the Council and Board level and operational decisions at the Administrative level.</i></p>
<p>9) OPERATING COMMITTEE</p> <p>a) The Operating Committee shall consist of the CAO (or designate) of the Municipality and the Superintendents (or their designate) of each of the Boards.</p> <p>b) The Operating Committee shall oversee the operation of this Agreement.</p> <p>c) The role of the Operating Committee shall be to:</p> <ul style="list-style-type: none"> i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Boards; 	<p><i>Much of the content of the Joint Use and Planning Agreement involves day to day operational issues that are appropriately addressed by the respective administrations of the municipality and the school boards. For example, an annual schedule for field mowing or maintenance activities.</i></p> <p><i>This section allows Operating Directives as a tool for the Operating Committee to establish mutually agreed parameters for Joint Use and Community Use of a particular facility or type of facility. For example, the access to the Municipal pool by School groups and instructors may warrant unique and specific direction on process and expectations regarding its use. These are similar to procedures or administrative directives that may be created by administration under Council or Board policy.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<ul style="list-style-type: none"> 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 Boards; iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed; iv) review any approved Operating Directives on an annual basis; v) provide a forum for the operational concerns of the Parties to be discussed; vi) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives; vii) 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; viii) review the Facility Plans of each of the Boards annually; ix) 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; x) determine how available or proposed school sites are allocated between the Boards based on the annual review of the updated Facility Plans of the Boards; xi) develop a draft agenda for any meeting of the Council and the Boards or the Governing Committee; and 	<p><i>The Operating Committee also serves as the forum for discussing new school sites and the allocation of available school sites between Boards. These discussions may start at the Operating Committee and are likely to involve ratification by the Council or Board. For example, the decision to alter the location of a planned school site may require a plan approval by Council with input from the Boards.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>xii) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.</p> <p>d) The Operating Committee shall meet at least once a year and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.</p> <p>e) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.</p> <p>f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.</p> <p>g) 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 Governance Committee for resolution or direction as to how the matter should be resolved.</p> <p>h) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.</p> <p>i) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Boards 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.</p> <p>j) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.</p>	

Sample Text for Model Agreement "A"	Comments and Annotations
<p>10) JOINT USE SPACE</p> <p>a) The Municipality shall make available, to the Boards, 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 allowed by the Operating Guidelines and any applicable Operating Directive(s).</p> <p>b) The Boards shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "B" and "C" respectively. The Boards shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).</p> <p>c) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "D" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.</p> <p>d) The CAO may, upon six (6) months written notice to each of the Boards, 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.</p> <p>e) The Superintendent of each Board may, upon six (6) months written notice to the Municipality and the other Board, 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.</p> <p>f) 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. The Parties agree that the written explanation shall be shared with the public.</p> <p>g) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.</p>	<p><i>This section identifies the facilities that will be made available as Joint use Space and when these spaces will be available. The use of Schedules provides a flexible means of updating the information.</i></p> <p><i>The Municipality and each School Board has the ability to add/remove facilities from the Schedules from time to time. This can be in response to a major renovation of a facility, closure of a facility, or construction of a new facility.</i></p> <p><i>Principals and facility managers are given some latitude to exclude a particular use, activity or event from the school or facility that they manage. This is tempered by the ability to appeal such a decision to the CAO/Council or Superintendent/Board.</i></p>

Sample Text for Model Agreement "A"	Comments and Annotations
<p>h) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:</p> <ul style="list-style-type: none"> i) in the case of a School, first to the Principal's Superintendent and thereafter to the appropriate Board; and ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council. <p>i) Notwithstanding any other provision in this Agreement, the Municipality and/or any of the Boards may 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.</p>	
<p>11) OPERATING GUIDELINES FOR JOINT USE SPACE</p> <p>The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "E".</p>	<p><i>The Operating Guidelines are meant to address the routine use and management of facilities that are designated as joint use space. Topics addressed include eligibility criteria for user groups, processes for booking space and expectations regarding maintenance.</i></p>
<p>12) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES</p> <ul style="list-style-type: none"> a) The Boards 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 respective Board. 	<p><i>This section address the process of obtaining land for new school sites.</i></p> <p><i>While the Boards share their Facility Plans on an annual basis there may be times when notification of their expected need should be communicated before a Facility Plan is completed.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>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.</p> <p>d) The Municipality shall, to the best of their ability given the constraints of the <i>Municipal Government Act</i>, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Boards.</p> <p>e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.</p> <p><i>(alternate text for a rural municipality)</i> The Municipality shall use Area Structure Plans or Concept Plans for designated or planned growth areas involving residential land uses to identify the number, general size and location of existing and future school sites.</p> <p>f) 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 “F”. 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.</p> <p>g) There shall be no pre-allocation of School sites to each Board nor shall School sites be identified as available to only one Board in the Municipal Development Plan, Area Structure Plan or Concept Plan.</p> <p>h) 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.</p>	<p><i>New school sites are expected to come from the reserve dedication that a municipality can obtain when lands are subdivided. The timing and availability is greatly influenced by the pace of subdivision and the interest a landowner may or may not have in subdividing their land.</i></p> <p><i>For an urban municipality, the Municipal Development Plan is an appropriate planning document that takes a broad view of the community and can relate the community’s future need for school site to the overall land use pattern and expected population. For a rural municipality, the Municipal Development Plan may not include a map of future land uses or be sufficiently detailed to show future school sites.</i></p> <p><i>Schedule F addresses several factors that influence the number, shape, size and location of schools sites for the purposes of future planning by the Boards and the Municipality. School locations, sizes and shapes will also be influenced by the ideas land developers have for the type of neighbourhood they wish to create.</i></p> <p><i>Not assigning future ownership between the Boards provides flexibility over time as the needs of the Parties may change.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>i) 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 “G”.</p> <p>j) The Municipality shall use its ability under the <i>Municipal Government Act</i> 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 other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.</p> <p>k) 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.</p> <p>l) 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 <i>Municipal Government Act</i> at the sole discretion of the Municipality.</p> <p>m) 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 Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.</p>	<p><i>The timing to provide a school site in small town and rural settings can be a challenge. The legislation requires the Municipality to use its Reserve dedication powers to obtain the sites. The legislation does not obligate a Municipality to use any of its financial resources to purchase land for a school site.</i></p> <p><i>Discussions with a landowner to dedicate a school site before they intend to subdivide can be complicated and involve several trade-offs relating to future development and servicing of the lands in question. Many of these items can only be addressed by the Municipality.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>13) SERVICING AND DEVELOPMENT OF SCHOOL SITES</p> <p>a) All School sites shall be serviced to the property line prior to transfer to a Board.</p> <p>b) The services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.</p> <p>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.</p> <p>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.</p>	<p><i>The ability to create a fully serviced school site through the subdivision process is influenced by the pace of subdivision activity and negotiations with the developer of the subdivision to install infrastructure. School Boards do not received funding for any infrastructure that is not located on the school site. The general expectation from the Province is that the Municipality supplies the serviced school site.</i></p> <p><i>The Municipal Government Act provides an exemption from offsite levies for School Boards. Oversize improvement charges are also not likely to be collected from the construction of a School. Like all other utility users, School Boards are expected to pay any capital cost that is part of a utility rate structure.</i></p>
<p>14) FACILITY AND SITE SPECIFIC AGREEMENTS</p> <p>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.</p> <p>b) The agreement shall address:</p> <ul style="list-style-type: none"> i) The broad purpose and parameters of the partnership that is being created; ii) The nature of the site and/or facilities that are involved; iii) The financial or in kind contributions to be made by each of the Parties; iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations; v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and vi) A process for dissolving the partnership, disposing of the site or retiring the facility. 	<p><i>Each School that is built offers the potential for a contribution by the Municipality to add or enhance features. An example is the addition of a shared gymnasium or a shared library. There may also be times when a School site has to be acquired using resources from more than one Municipality. All of these are long term commitments that should be addressed in an agreement that extends over the life of the site/facility. A separate agreement offers a flexible approach to each scenario as each arrangement is likely to be unique.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>15) TRANSFER OF SCHOOL SITE</p> <p>a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.</p> <p>b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.</p> <p>c) The School Portion shall be transferred to a Board once:</p> <ol style="list-style-type: none"> i) The Board has an identified need for the School site; ii) The Board has approval of the funding for the design of the School on the site; iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles. <p>d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.</p>	<p><i>The Municipal Government Act has categories of reserve land that allow for ownership by a Municipality (municipal reserve), ownership by a School Board (school reserve) and joint ownership (municipal and school reserve). A common practice is to split a school/community park site into a municipal reserve parcel for outdoor playing fields and a school reserve parcel for the school building, parking lot and playgrounds. This creates clear legal responsibilities between the Municipality and the School Board in managing their respective sites.</i></p> <p><i>When a site for a future school is first created, the location and boundaries for the school portion of the parcel (school building site) may not be known. The location and layout is determined as site design for the school is completed. In addition, changes may occur during the site construction process. A follow up subdivision process may be required once school construction is complete.</i></p> <p><i>The Site Readiness Checklist currently used by the Province allows for written confirmation from the Municipality that the site will be transferred. This allows for funding of the design stage but construction funding will not be approved until after the school reserve title for the School Portion has been created.</i></p>
<p>16) DISPOSAL OF UNNEEDED SCHOOL SITES</p> <p>a) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land.</p> <p>b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule “G”.</p>	<p><i>This section addresses the disposal of school sites that were originally obtained as Reserve Land dedication by the Municipality. It is a required section under the legislation.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>c) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation</p> <p>d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.</p> <p>e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.</p> <p>f) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:</p> <ul style="list-style-type: none"> i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion. 	<p><i>The requirement to transfer land no longer needed as a school to the Municipality depends on its status as Reserve Land. The requirement may not apply to lands owned by a Board that may have been purchased outright by the Board or their predecessor prior to 1995. The history of how each site was originally acquired is needed to make a determination. For example, it may be necessary to research if money in lieu of reserve from one or more municipalities was used to acquire the site.</i></p> <p><i>For sites that were acquired as Reserve Land, the property and building is handed back to the Municipality. The model agreement does not make provision for a calculation of the depreciated value of the building to determine a market value that the Municipality would pay to the Board. The model agreement assumes that the building may have little to no remaining value and is likely to be a hindrance to redevelopment of the site rather than an asset. This means the Municipality bears the cost of building demolition and removal.</i></p> <p><i>If the agreement includes lands used for Schools that were acquired through land purchase by one or more Municipalities, the agreement should set out a different disposal process. This may also be addressed through a facility or site specific agreement describe in Section 14.</i></p>

Sample Text for Model Agreement "A"	Comments and Annotations
<p>17) DISPUTE RESOLUTION</p> <p>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.</p> <p>b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule "G" for non-operational disputes.</p>	<p><i>Some items under the agreement are purposefully left for Municipal and Board Administrations to resolve. These are typically day-to-day operational matters and not matters of policy or significant financial commitment.</i></p> <p><i>More significant matters of disagreement are intended to be addressed through the formal Dispute Resolution Process.</i></p>
<p>18) APPLICABLE LAWS</p> <p>This Agreement shall be governed by the laws of the Province of Alberta.</p>	
<p>19) INTERPRETATION</p> <p>a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.</p> <p>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.</p>	
<p>20) TIME OF THE ESSENCE</p> <p>Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards 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 Boards.</p>	

Sample Text for Model Agreement “A”	Comments and Annotations
<p>21) NON-WAIVER</p> <p>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.</p>	
<p>22) NON-STATUTORY WAIVER</p> <p>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 <i>Municipal Government Act</i> 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.</p> <p>Each 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 <i>Education Act</i> 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.</p>	<p><i>This section clarifies that the Municipality and the School Boards have to retain the ability to make decisions on approvals and requests in a fair and unbiased manner despite the commitments that have been made in the Agreement. For example, a Land Use Bylaw amendment to allow a school site in a neighbourhood must undergo a public hearing to allow those in favour and those not in favour to share their views and requires Council members to have an open mind when reaching their decision.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>23) SEVERABILITY</p> <p>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.</p>	
<p>24) FORCE MAJEURE</p> <p>a) Force majeure shall mean any event causing a <i>bona fide</i> 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:</p> <ul style="list-style-type: none"> 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. <p>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.</p>	

Sample Text for Model Agreement "A"	Comments and Annotations
<p>25) INSURANCE</p> <p>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.</p>	
<p>26) INDEMNIFICATION</p> <p>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 of 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 sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.</p>	
<p>27) NON-ASSIGNMENT OR TRANSFER</p> <p>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.</p>	

Sample Text for Model Agreement "A"	Comments and Annotations
<p>28) SUCCESSORS</p> <p>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 Boards.</p>	
<p>29) NOTICES</p> <p>All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendents using the mailing address for their respective offices as shown below:</p> <p style="padding-left: 40px;">(insert corporate names and addresses for each Party to the Agreement)</p> <p>Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.</p>	
<p>IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:</p>	<p><i>Provide formal names and signature lines for each respective party to the agreement.</i></p>

Sample Text for Model Agreement “A”			Comments and Annotations
Schedule “A” – Municipal Facilities Available for Joint Use			<p><i>Schedule “A” inventories the Municipal facilities that are subject to the terms and conditions of the Agreement.</i></p> <p><i>It must include facilities located on Reserve Land and may include facilities on non-reserve lands that the Municipality wishes to make available for joint use.</i></p> <p><i>Each municipality will need to customize Schedule “A” with the information specific to their municipality. The information provided is an example of how to fill in the Schedule.</i></p> <p><i>Legal descriptions of the land occupied by each facility is included for clarity and for understanding of which facilities are on Reserve Land and which facilities are on non-Reserve Land. Some facilities may require multiple legal descriptions.</i></p>
Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities	
All Star Field	Lot 34MR, Block 1, Plan 999 0101	3 ball diamonds and 2 soccer pitches	
Aquatic Centre	Lot 26, Block 1, Plan 999 0101	25m pool and weight training room	
Arena	Lot 43, Block 1, Plan 999 0101	2 ice surfaces, running track, and community meeting rooms	
Outdoor Rinks	Lot 23MR, Block 1, Plan 999 0101, Lot 45, Block 1, Plan 999 0102	Seasonal outdoor skating rinks near school grounds and in community parks	
Track and Field Centre	Lot 35, Block 1, Plan 99 0101	400m running track, storage building and washrooms	

Sample Text for Model Agreement “A”			Comments and Annotations
Schedule “B” and Schedule “C” – School Board Facilities Available for Joint Use			<p><i>Schedule “B” and Schedule “C” inventories the facilities located in schools that are available for joint use and subject to the terms and conditions of the Agreement. One Schedule is used for each School Board.</i></p> <p><i>It must include schools located on Reserve Land and may include schools on non-reserve lands that the School Board wishes to make available for joint use.</i></p> <p><i>Each School Board will need to customize Schedule “B” or Schedule “C” with the information specific to their operations. The information provided is an example of how to fill in the Schedule.</i></p> <p><i>Legal descriptions of the land occupied by each school is included for clarity and for understanding of which schools are on Reserve Land and which schools are on non-Reserve Land. Some schools may require multiple legal descriptions.</i></p> <p><i>In some cases, the Schedule may contain schools that are located beyond the boundaries of the municipality that is party to the agreement. This accounts for School Boards that operate on a regional basis. For example, the ratepayers of Village X or County W have access to the schools in Town A since they contribute to the same School Board.</i></p> <p><i>The most common facilities within the school that can be accessed for community use are included in the Description column.</i></p>
Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities	
Elementary School	Lot 4, Block 1, Plan 999 0101 in Town of _____	8 classrooms and one gym (350m ² -400m ²)	
Middle School	Lot 26, Block 1, Plan 999 0101 in Village of _____	10 classrooms and two gyms (400m ² – 500m ²)	
High School	Lot 43, Block 1, Plan 999 0101 in Town of _____	10 classrooms, two gyms (400m ² – 500m ²), one gym (500m ² + with bleachers), theatre arts stage and seating	
<p>Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums and regular classrooms. Library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.</p>			

Sample Text for Model Agreement “A”		Comments and Annotations
Schedule “D” – Joint Use Times		<p><i>Schedule “D” provides a description of the times of the day, days of the week and parts of the calendar year that various facilities are available for community user group access and school board access.</i></p> <p><i>The information in this Schedule will need to be customized for each Municipality and School Board that is party to the agreement.</i></p>
Facility Type	Available Times	
Elementary School	Monday through Friday between 16:30 and 21:00 and Saturdays between 08:00 and 17:00	
Middle School	Monday through Friday between 18:30 and 21:00 and Saturdays between 08:00 and 17:00	
High School	Monday through Friday between 18:30 and 21:00 and Saturdays between 08:00 and 17:00	
Municipal Facilities for School Use	Monday through Friday between 08:00 and 16:00	
Playing Fields and Playgrounds for School Use	Monday through Friday between 08:00 and 17:00	
Playing Fields on Board Property for Non-School Use	Monday through Friday between 17:00 and 21:00 and Saturdays and Sundays between 07:00 and 21:00	
<p>School Buildings shall not be available on Sundays, or during Statutory Holidays, School breaks (including the months of July and August), District closures and annual maintenance shutdowns. Board use of Municipal Facilities is limited to Monday through Friday between September and June inclusively.</p> <p>Community use of School Facilities on Sundays and outside of Joint Use Hours may be considered through special request.</p> <p>School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.</p>		

Sample Text for Model Agreement “A”	Comments and Annotations
<p>From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.</p>	
<p style="text-align: center;">Schedule “E” – Operating Guidelines for Joint Use Space</p> <p>User Group Eligibility</p> <p>To be eligible to use a Joint Use Space in a School, a user group must:</p> <ul style="list-style-type: none"> • Provide a current membership roster to the Facility Scheduling Coordinator • Satisfy the Facility Scheduling Coordinator that at least seventy-five (75) percent of the members of the group or participants are residents of the Municipality or another Municipality served by the School Board that owns the facility to be booked • Engage in activities that are recreational, cultural or educational in nature • If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government • Be non-profit • Undertake, in writing, to have their members and participants uphold the rules and regulations of these Operating Guidelines <p>To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and their Board must be party to this agreement.</p> <p>A User Group may be barred from using Joint Use Space if:</p> <ul style="list-style-type: none"> • The group has failed to pay fees related to the group’s prior use of any Joint Use Space • The group has failed to provide the required insurance • The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space 	<p><i>Schedule “E” provides details and expectations related to the use of joint use space by community groups and school boards.</i></p> <p><i>The model Schedule contains a series of common topics related to the coordination of joint use space by user groups. The content will need to be modified to meet the requirements of the Municipality and Boards that are party to the agreement.</i></p> <p><i>The residency requirement to determine user group eligibility may not be appropriate in a setting where school facilities are provided on a regional basis. Some municipalities may not have a school within their boundaries yet some of the recreational needs of their residents may still be addressed by the closest school.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<ul style="list-style-type: none"> The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the Principal, Facility Manager, or Facility Scheduling Coordinator inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space <p>In the case of a School, any user group that is barred from the use of Joint Use Space may appeal the decision first to the Principal’s Superintendent and thereafter to the appropriate Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.</p> <p>Insurance Coverage</p> <p>In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds.</p> <p>The minimum insurance requirement shall be \$4 Million.</p> <p>Booking Joint Use Space</p> <p>Booking the use of Joint Use Space within Schools by User Groups shall be made through the Facility Scheduling Coordinator for the respective Board.</p> <p>Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality’s Facility Scheduling Coordinator.</p>	<p><i>If the Parties agree, this schedule can describe the details of a coordinated approach to booking of all Joint Use space through one of the Parties.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>Cancellation of Bookings</p> <p>A booking for use of Joint Use Space within a School may be cancelled at any time by the School principal. The principal shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.</p> <p>A User Group may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Facility Scheduling Coordinator of the respective Board.</p> <p>A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Facility Scheduling Coordinator. The Facility Scheduling Coordinator shall provide as much notice as reasonably possible to the scheduled User Group.</p> <p>A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time with notice to the Facility Scheduling Coordinator.</p> <p>If the scheduled use required specially trained or technical staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.</p> <p>Fees for Joint Use Space</p> <p>Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:</p> <ul style="list-style-type: none"> • The use of specialized equipment • The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians, computer lab technicians) necessary for the use of the Joint Use Space • Any additional janitorial or custodial services related to the use of the Joint Use Space • The provision of supervisory staff or hosts related to the use of the Joint Use Space 	<p><i>One of the ideas behind Joint Use Space is to make the most of facilities that have been provided by tax payers. This has to be balanced with the reality that many Municipal Facilities have to operate on a “user pay” basis to recover a substantial portion of the annual operating costs. A combination of hours and time of day that the Joint Space is available can be used to ensure that the prime user pay times of the facility (those times that are most popular with users that are paying the full user fee) are preserved to generate the required revenue.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>Equipment</p> <p>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 by a User Group must be requested at the time of booking.</p> <p>Custodial Responsibility and Building/Facility Maintenance Responsibility</p> <p>The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.</p> <p>The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.</p> <p>Damages to Joint Use Space</p> <p>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 facility that was damaged.</p> <p>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.</p>	

Sample Text for Model Agreement “A”	Comments and Annotations
<p>Playing Fields and Playgrounds</p> <p>For the purposes of this section, the following definitions shall apply:</p> <p>“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.</p> <p>“Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.</p> <p>“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.</p> <p>“Refurbishment” means to aerate, top dress and over seed taking the playfield off line for a 12 month period.</p> <p>“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.</p> <p>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 respective Board. The Parties agree to ensure that field markings are in place at the commencement of the spring/summer season.</p> <p>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.</p> <p>Each Party shall be responsible for the development of playing fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.</p>	<p><i>The responsibility for playing field and playground maintenance may depend on ownership of the site that accommodates the facility. For example, if the playing field is on a property owned by the Municipality then the Municipality is responsible. If on School Board property then the Board is responsible. The nature of the arrangements may vary between sites and between municipalities. This section of the Operating Guidelines will need to be adjusted to reflect the approach desired by the Parties.</i></p> <p><i>The agreement can include a shared approach to maintenance for select facilities. This type of approach may warrant a separate section or agreement outlining specific responsibilities and the distribution of costs between the Parties.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>Upgrades to playing fields located on Municipal lands that are desired or required by a Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the upgrade. If a playing field has been upgraded by a Board, the responsibility for maintaining that playing field shall pass to the Board and all costs of maintaining the upgraded playing field shall be paid by the Board.</p> <p>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.</p> <p>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.</p>	
<p style="text-align: center;">Schedule “F” – School Site Guidelines</p> <p>The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality’s Municipal Development Plan, Area Structure Plan or Concept Plan.</p> <p>Size of Site</p> <p>The size of school sites to be included in the Municipality’s 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.</p>	<p><i>Schedule “F” lays out the agreed upon parameters for the planning of new school sites. These sites should appear in the Municipality’s land use planning documents to show how the needs of the School Boards are being accommodated as the community grows.</i></p>

Sample Text for Model Agreement “A”						Comments and Annotations
For the Public Board the following guidelines apply:						<i>The grade configurations and design capacity of each type of school may vary between School Boards. Similarly, the land available may vary based on the broader open space plans of the Municipality.</i>
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	
For the Catholic Board 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	

Sample Text for Model Agreement “A”	Comments and Annotations
<p>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.</p> <p>Each school site shall be of adequate size to meet the initial and future expansion needs of the school.</p> <p>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.</p> <p>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.</p> <p>Site Shape and Configuration</p> <p>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.</p> <p>Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.</p> <p>Frontage along a Public Street</p> <p>Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.</p> <p>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.</p>	

Sample Text for Model Agreement “A”	Comments and Annotations
<p>Accessible to Several Modes of Travel</p> <p>Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.</p> <p>Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.</p> <p>Each site shall accommodate bicycle access and on-site bicycle parking facilities.</p> <p>Site Topography and Soil Conditions</p> <p>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.</p> <p>Flexibility for Design</p> <p>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.</p> <p>No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.</p> <p>Access to Services</p> <p>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.</p>	

Sample Text for Model Agreement “A”	Comments and Annotations
<p style="text-align: center;">Schedule “G” – Dispute Resolution Process</p> <p>Step 1: Notice of Dispute</p> <ol style="list-style-type: none"> 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. <p>Step 2: Negotiation</p> <ol style="list-style-type: none"> 3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee 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. 	<p><i>The legislation requires a Joint Use and Planning Agreement to have a means of resolving any disputes that arise between the Parties.</i></p> <p><i>The process in Schedule “G” is a graduated process that begins with formal recognition of an item in dispute and then proceeds through increasingly formal steps until a resolution is reached.</i></p> <p><i>The initial steps focus on discussion, exchange of information and negotiation between those parties involved in the dispute. If resolution is not reached the process moves to assisted discussions through the use of an outside mediator. Should mediation not prove successful, then disputes may be resolved through arbitration.</i></p> <p><i>Timelines in the various stages are intended to move the process along so that disputes are resolved in a timely fashion.</i></p> <p><i>Most of the areas that may give rise to a dispute under the Agreement do not have automatic recourse to other dispute resolution processes. One area of exception is the right of a School Board to appeal a subdivision decision and the allocation of reserve dedication that may be involved in the subdivision approval under Section 678(1) of the Municipal Government Act.</i></p>

Sample Text for Model Agreement “A”	Comments and Annotations
<p>Step 3: Mediation</p> <p>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 one 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(ies) shall select one name from the short list and advise the other Party(ies) 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

Sample Text for Model Agreement "A"	Comments and Annotations
<p>Step 4: Arbitration</p> <p>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.</p> <p>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.</p> <p>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 <i>Arbitration Act</i>.</p> <p>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.</p>	

Appendix F: Model Agreement “B”

Sample Text for Model Agreement “B”	Comments and Annotations
<p style="text-align: center;">JOINT USE AND PLANNING AGREEMENT</p> <p>THIS AGREEMENT made this ____ day of _____, 2023</p> <p>BETWEEN:</p> <p style="padding-left: 100px;">MUNICIPALITY</p> <p style="padding-left: 100px;">AND</p> <p style="padding-left: 100px;">SCHOOL BOARD “A”</p> <p style="padding-left: 100px;">AND</p> <p style="padding-left: 100px;">SCHOOL BOARD “B”</p>	<p><i>The name of the agreement is based on the term used in the Municipal Government Act and the Education Act for ease of reference.</i></p> <p><i>An agreement must be in place by June 10, 2023 unless an extension has been given by the Minister of Education.</i></p> <p><i>This Agreement is based on one municipality’s relationship with the school boards that serve that municipality. This enables focus on a smaller geographic area, a smaller inventory of facilities and sites subject to the agreement, and a smaller student population compared to a broader, regionally based, multi-municipality agreement.</i></p> <p><i>Regional interactions between different municipalities and the school boards that serve them should be acknowledged as a specific set of provisions with similar provisions used in the agreements throughout the same County or region (see Section 6 below).</i></p> <p><i>Given the unique nature of the Francophone School Boards, a separate agreement between the school board and most of the municipalities it serves may be appropriate (Model Agreement C). Where the Francophone School Board has a school, the agreement with that particular municipality may be similar to this version and may warrant adding the Francophone School Board to the agreement.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>WHEREAS:</p> <p>The <i>Municipal Government Act</i> and the <i>Education Act</i> 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</p> <p>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</p> <p>It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and</p> <p>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</p> <p>The <i>Municipal Government Act</i> allows the municipality to obtain municipal reserve, school reserve or municipal and school reserve as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school boards; and</p> <p>The <i>Municipal Government Act</i> and the <i>Education Act</i> 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;</p> <p>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:</p>	<p><i>The recital clauses provide the reader a general understanding of why the agreement is in place and the major purposes that the agreement seeks to achieve.</i></p> <p><i>Additional recital clauses can be added to address local preferences and situations. For example, some clauses may give an overview of the general facilities operated by each party.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>1) DEFINITIONS</p> <p>In this Agreement, the following terms shall be interpreted as having the following meanings:</p> <p>a) "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.</p> <p>b) “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.</p> <p>c) “Area Structure Plan” means an area structure plan adopted pursuant to the <i>Municipal Government Act</i> and providing direction for land uses for a defined area within the Municipality.</p> <p>d) "Boards" means the Catholic Board and Public Board collectively.</p> <p>e) “Calendar Day” means any one of the seven (7) days in a week.</p> <p>f) “CAO” means the Chief Administrative Officer of the Municipality.</p> <p>g) "Catholic Board" means the _____ and any successor board or authority.</p> <p>h) "Community Use" means use by members of the general public and not a User Group.</p> <p>i) “Council” means the municipal council of the Municipality of _____.</p> <p>j) “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.</p>	<p><i>Agreement and schedules may be adjusted over time as outlined in the agreement text pertaining to formal amendments and updating schedules.</i></p> <p><i>Definition of “Boards” needs to reflect the signatories to the agreement.</i></p> <p><i>Insert full name of the Catholic School Board if party to the agreement.</i></p> <p><i>Insert full name of the Municipality.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>k) “Effective Date” means _____ (insert date).</p> <p>l) “Hazardous Substance(s)” means the same as hazardous substance defined in the <i>Environmental Protection and Enhancement Act</i>, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.</p> <p>m) "Joint Use Space" means those portions of a Municipal Facility or School that is available for booking by the Parties or User Groups or for Community Use.</p> <p>n) “Municipality” means the municipal corporation of _____, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.</p> <p>o) “Municipal Development Plan” means a municipal development plan adopted pursuant to the <i>Municipal Government Act</i> and providing direction for future land uses within the Municipality.</p> <p>p) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality.</p> <p>q) “Municipal Government Act” means the <i>Municipal Government Act</i>, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.</p> <p>r) “Operating Committee” means the committee which is comprised of the CAO and Superintendents as established under this Agreement.</p> <p>s) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.</p> <p>t) “Public Board” means _____ and any successor board or authority.</p>	<p><i>Insert a date that occurs after all Parties have ratified the agreement.</i></p> <p><i>Insert full name of the Municipality.</i></p> <p><i>Insert full name of the Public School Board if party to the agreement.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>u) “Reserve Land” means municipal reserve, school reserve, or municipal and school reserve, as defined in the <i>Municipal Government Act</i>.</p> <p>v) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board.</p> <p>w) “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.</p> <p>x) "Superintendent" means the chief executive officer of one (1) of the Boards.</p> <p>y) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.</p>	<p><i>The agreement must cover the use of Reserve Lands. It can also address other lands that the municipality may have had a part in acquiring to accommodate a school even though the land was not acquired as Reserve dedication.</i></p>
<p>2) SCHEDULES</p> <p>The following is the list of Schedules to this Agreement:</p> <p>Schedule “A” – School Site Planning Guidelines Schedule “B” – Dispute Resolution Process</p>	<p><i>The agreement is constructed using a main body of text with more details for select topics addressed through a series of schedules. This provides a means to amend or update portions of the agreement from time to time without having to recreate the entire agreement.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>3) TERM, REVIEW AND AMENDMENT OF AGREEMENT</p> <p>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.</p> <p>b) The terms and conditions of this agreement shall be reviewed every ten (10) years with the first such review scheduled in 2033. The review shall be undertaken by the Operating Committee. Following the review, the Operating Committee shall advise the Parties in and how the agreement should be amended.</p> <p>c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.</p>	<p><i>After June 10, 2023 an agreement must be in place. An agreement can be in place prior to this deadline.</i></p> <p><i>The legislation does not stipulate a timeframe for review and leaves the need to amend or update the agreement to the parties.</i></p> <p><i>The initial review may be undertaken by administrative representatives assigned to the Committee operating under the agreement. If formal amendment is deemed necessary, then municipal and school board elected officials would participate in a review of specific amendments and issues before giving recommendations to their respective Council or School Board.</i></p> <p><i>Various schedules, such as fees and facilities available, may be able to be modified with sufficient notice without going through a formal amendment process.</i></p>
<p>4) WITHDRAWAL AND TERMINATION</p> <p>a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.</p> <p>b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.</p> <p>c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.</p>	<p><i>After June 10, 2023 each municipality and school board operating in that municipality must have a Joint Use and Planning Agreement in place. There is no provision in the legislation to enable an agreement to not be in place.</i></p> <p><i>The first recourse should be to understand and find common ground on the issue(s) giving rise to the request for a review. If needed, the dispute resolution process may be employed.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.</p>	<p><i>Unless the agreement in question is bilateral (one municipality and one school board), it may be possible to replace a multi-party agreement (one or more municipalities and one or more school boards) with a set of bilateral agreements to satisfy the basic legislative requirements.</i></p>
<p>5) PRINCIPLES</p> <p>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:</p> <p>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 Boards and Municipal Council believe to be in the best interests of the people they serve.</p> <p>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.</p> <p>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.</p> <p>Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.</p> <p>Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.</p>	<p><i>The set of principles used in the agreement should be based on mutual discussion amongst the parties. A set of typical or sample principles has been provided. Principles can also go by different names such as “road map”, “pillars” or “guiding philosophies.”</i></p> <p><i>The purpose of the principles is to provide a touchstone or reference point about what the overall aim of the agreement between the parties is should matters arise over time that the agreement does not specifically address.</i></p> <p><i>These clauses speak to commitments on a philosophical level and should not contain text that crosses over into the operation of the agreement. For example, the parties have a “duty to consult” one another as a principle and the mechanisms to be used to consult should be addressed in other sections of the agreement.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>6) CONSULTATION WITH OTHER MUNICIPALITIES</p> <p>a) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult and involve other municipalities that are served by the same Board or Boards 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.</p> <p>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 members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.</p>	<p><i>This section seeks to acknowledge the regional nature and function of most School Boards across rural and small town Alberta. The boundaries of the School Boards typically overlap several municipal boundaries. Student populations are fluid and do not always attend schools located within their municipality of residence. Existing schools were largely built when the ratepayers from several municipalities contributed directly to School Boards’ capital projects. Future schools are funded indirectly through Provincial property taxes by ratepayers in all municipalities.</i></p> <p><i>The legislation does not prevent the creation of an agreement involving multiple municipalities and multiple school boards. Such an agreement may be more difficult to manage with upwards of 12 parties to the agreement. For “routine” annual discussions about topics related to the use of Joint Space the logistics of getting all parties together may outweigh the benefit. For the planning of a new school site, particularly where it is located in one municipality and serving several, the efforts to set up broader participation in discussions may be beneficial.</i></p>
<p>7) MEETING OF COUNCIL AND BOARDS</p> <p>a) Council of the Municipality and the members of the Boards shall meet at least every four (4) years to discuss issues of mutual interest.</p> <p>b) Each meeting shall be chaired by the Mayor or the Chairperson of one of the Boards on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.</p>	<p><i>From time to time the elected officials should gather to discuss matters of mutual interest.</i></p> <p><i>The frequency of meetings between Council and School Boards may depend on whether or not there are issues of a pressing nature but should allow for at least one meeting during the four year term of each respective group.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>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.</p> <p>d) Minutes shall be kept for all meetings of Council and the Boards. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.</p>	<p><i>The logistics of this meeting may involve up to twenty-five (25) to thirty (30) persons for an agreement that has one municipality and two school boards as signatories.</i></p> <p><i>This size of meeting may lend itself more to high level discussions rather than detailed exploration of issues and solutions.</i></p>
<p>8) OPERATING COMMITTEE</p> <p>a) The Operating Committee shall consist of the CAO (or designate) of the municipality and the Superintendents (or their designate) of each of the Boards.</p> <p>b) The Operating Committee shall oversee the operation of this Agreement.</p> <p>c) The Parties agree that the Operating Committee shall meet on an as needed basis. The need to meet may be determined by any one of the Parties to this Agreement and the other Parties agree to meet within 30 calendar days of one of the other Parties indicating in writing their desire to meet.</p> <p>d) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.</p> <p>e) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.</p> <p>f) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.</p>	<p><i>Much of the content of the Joint Use and Planning Agreement involves day to day operational issues that are appropriately addressed by the respective administrations of the municipality and the school boards. For example, an annual schedule for field mowing or maintenance activities.</i></p> <p><i>The Operating Committee also serves as the forum for discussing new school sites and the allocation of available school sites between Boards. These discussions may start at the Operating Committee and are likely to involve ratification by the Council or Board. For example, the decision to alter the location of a planned school site may require a plan approval by Council with input from the Boards.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>g) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Boards 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.</p> <p>h) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.</p>	
<p>9) JOINT USE SPACE</p> <p>The Parties hereby acknowledge that there is no Joint Use Space owned or operated by any of the Parties to this Agreement to be made available to one of the other Parties.</p>	<p><i>This section acknowledges that there are no facilities that are shared. If there are shared facilities see Model Agreement “A.”</i></p>
<p>10) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES</p> <p>a) The Boards 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.</p> <p>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 respective Board.</p> <p>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.</p> <p>d) The Municipality shall, to the best of their ability given the constraints of the <i>Municipal Government Act</i>, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Boards.</p>	<p><i>This section address the process of obtaining land for new school sites.</i></p> <p><i>While the Boards share their Facility Plans on an annual basis there may be times when notification of their expected need should be communicated before a Facility Plan is completed.</i></p> <p><i>New school sites are expected to come from the reserve dedication that a municipality can obtain when lands are subdivided. The timing and availability is greatly influenced by the pace of subdivision and the interest a landowner may or may not have in subdividing their land.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.</p> <p>f) 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 “A”. 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.</p> <p>g) There shall be no pre-allocation of School sites to each Board nor shall School sites be identified as available to only one Board in the Municipal Development Plan, Area Structure Plan or Concept Plan.</p> <p>h) 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.</p> <p>i) 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 “B”.</p> <p>j) The Municipality shall use its ability under the <i>Municipal Government Act</i> 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 other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.</p> <p>k) 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.</p>	<p><i>For an urban municipality, the Municipal Development Plan is an appropriate planning document that takes a broad view of the community and can relate the community’s future need for school site to the overall land use pattern and expected population. For a rural municipality, the Municipal Development Plan may not include a map of future land uses or be sufficiently detailed to show future school sites.</i></p> <p><i>Schedule A addresses several factors that influence the number, shape, size and location of schools sites for the purposes of future planning by the Boards and the Municipality. School locations, sizes and shapes will also be influenced by the ideas land developers have for the type of neighbourhood they wish to create.</i></p> <p><i>Not assigning future ownership between the Boards provides flexibility over time as the needs of the Parties may change.</i></p> <p><i>The timing to provide a school site in small town and rural settings can be a challenge. The legislation requires the Municipality to use its Reserve dedication powers to obtain the sites. The legislation does not obligate a Municipality to use any of its financial resources to purchase land for a school site.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>l) 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 <i>Municipal Government Act</i> at the sole discretion of the Municipality.</p> <p>m) 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 Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.</p>	<p><i>Discussions with a landowner to dedicate a school site before they intend to subdivide can be complicated and involve several trade-offs relating to future development and servicing of the lands in question. Many of these items can only be addressed by the Municipality.</i></p>
<p>11) SERVICING AND DEVELOPMENT OF SCHOOL SITES</p> <p>a) All School sites shall be serviced to the property line prior to transfer to a Board.</p> <p>b) The services to be provided include, but are not limited to, water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.</p> <p>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.</p> <p>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.</p>	<p><i>The ability to create a fully serviced school site through the subdivision process is influenced by the pace of subdivision activity and negotiations with the developer of the subdivision to install infrastructure. School Boards do not receive funding for any infrastructure that is not located on the school site. The general expectation from the Province is that the Municipality supplies the serviced school site.</i></p> <p><i>The Municipal Government Act provides an exemption from offsite levies for School Boards. Oversize improvement charges are also not likely to be collected from the construction of a School. Like all other utility users, School Boards are expected to pay any capital cost that is part of a utility rate structure.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>12) FACILITY AND SITE SPECIFIC AGREEMENTS</p> <p>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.</p> <p>b) The agreement shall address:</p> <ul style="list-style-type: none"> i) The broad purpose and parameters of the partnership that is being created; ii) The nature of the site and/or facilities that are involved; iii) The contributions to be made by each of the Parties; iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations; v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and vi) A process for dissolving the partnership, disposing of the site or retiring the facility. 	<p><i>Each School that is built offers the potential for a contribution by the Municipality to add or enhance features. An example is the addition of a shared gymnasium or a shared library. There may also be times when a School site has to be acquired using resources from more than one Municipality. All of these are long term commitments that should be addressed in an agreement that extends over the life of the site/facility. A separate agreement offers a flexible approach to each scenario as each arrangement is likely to be unique.</i></p>
<p>13) TRANSFER OF SCHOOL SITE</p> <p>a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.</p> <p>b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.</p> <p>c) The School Portion shall be transferred to a Board once:</p> <ul style="list-style-type: none"> i) The Board has an identified need for the School site; ii) The Board has approval of the funding for the design of the School on the site; iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles. 	<p><i>The Municipal Government Act has categories of reserve land that allow for ownership by a Municipality (municipal reserve), ownership by a School Board (school reserve) and joint ownership (municipal and school reserve). A common practice is to split a school/community park site into a municipal reserve parcel for outdoor playing fields and a school reserve parcel for the school building, parking lot and playgrounds. This creates clear legal responsibilities between the Municipality and the School Board in managing their respective sites.</i></p> <p><i>When a site for a future school is first created, the location and boundaries for the school portion of the parcel (school building site) may not be known. The location and layout is determined as site design for the school is completed. In addition, changes may occur during the site construction process. A follow up subdivision process may be required once school construction is complete.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.</p>	<p><i>The Site Readiness Checklist currently used by the Province allows for written confirmation from the Municipality that the site will be transferred. This allows for funding of the design stage but construction funding will not be approved until after the school reserve title for the School Portion has been created.</i></p>
<p>14) DISPOSAL OF UNNEEDED SCHOOL SITES</p> <p>a) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land.</p> <p>b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule “B”.</p> <p>c) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation</p> <p>d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.</p>	<p><i>This section addresses the disposal of school sites that were originally obtained as Reserve Land dedication by the Municipality. It is a required section under the legislation.</i></p> <p><i>The requirement to transfer land no longer needed as a school to the Municipality depends on its status as Reserve Land. The requirement may not apply to lands owned by a Board that may have been purchased outright by the Board or their predecessor prior to 1995. The history of how each site was originally acquired is needed to make a determination. For example, it may be necessary to research if money in lieu of reserve from one or more municipalities was used to acquire the site.</i></p> <p><i>For sites that were acquired as Reserve Land, the property and building is handed back to the Municipality. The model agreement does not make provision for a calculation of the depreciated value of the building to determine a market value that the Municipality would pay to the Board. The model agreement assumes that the building may have little to no remaining value and is likely to be a hindrance to redevelopment of the site rather than an asset. This means the Municipality bears the cost of building demolition and removal.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.</p> <p>f) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:</p> <ul style="list-style-type: none"> i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion. 	<p><i>If the agreement includes lands used for Schools that were acquired through land purchase by one or more Municipalities, the agreement should set out a different disposal process. This may also be addressed through a facility or site specific agreement describe in Section 12.</i></p>
<p>15) DISPUTE RESOLUTION</p> <p>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.</p> <p>b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule “B” for non-operational disputes.</p>	<p><i>Some items under the agreement are purposefully left for Municipal and Board Administrations to resolve. These are typically day-to-day operational matters and not matters of policy or significant financial commitment.</i></p> <p><i>More significant matters of disagreement are intended to be addressed through the formal Dispute Resolution Process.</i></p>
<p>16) APPLICABLE LAWS</p> <p>This Agreement shall be governed by the laws of the Province of Alberta.</p>	

Sample Text for Model Agreement “B”	Comments and Annotations
<p>17) INTERPRETATION</p> <p>a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.</p> <p>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.</p>	
<p>18) TIME OF THE ESSENCE</p> <p>Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards 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 Boards.</p>	
<p>19) NON-WAIVER</p> <p>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.</p>	

Sample Text for Model Agreement “B”	Comments and Annotations
<p>20) NON-STATUTORY WAIVER</p> <p>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 <i>Municipal Government Act</i> 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.</p> <p>Each 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 <i>Education Act</i> 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.</p>	<p><i>This section clarifies that the Municipality and the School Boards have to retain the ability to make decisions on approvals and requests in a fair and unbiased manner despite the commitments that have been made in the Agreement. For example, a Land Use Bylaw amendment to allow a school site in a neighbourhood must undergo a public hearing to allow those in favour and those not in favour to share their views and requires Council members to have an open mind when reaching their decision.</i></p>
<p>21) SEVERABILITY</p> <p>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.</p>	

Sample Text for Model Agreement “B”	Comments and Annotations
<p>22) FORCE MAJEURE</p> <p>a) Force majeure shall mean any event causing a <i>bona fide</i> 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:</p> <ul style="list-style-type: none"> 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. <p>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.</p>	
<p>23) INSURANCE</p> <p>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. 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.</p>	

Sample Text for Model Agreement “B”	Comments and Annotations
<p>24) INDEMNIFICATION</p> <p>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 of 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 sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.</p>	
<p>25) NON-ASSIGNMENT OR TRANSFER</p> <p>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.</p>	
<p>26) SUCCESSORS</p> <p>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 Boards.</p>	
<p>27) NOTICES</p> <p>All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendents using the mailing address for their respective offices as shown below:</p> <p>(insert corporate names and addresses for each Party to the Agreement)</p>	

Sample Text for Model Agreement “B”	Comments and Annotations
<p>Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.</p>	
<p>IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:</p>	<p><i>Provide formal names and signature lines for each respective party to the agreement.</i></p>

Sample Text for Model Agreement “B”						Comments and Annotations
Schedule “A” – School Site Guidelines						<p><i>Schedule “A” lays out the agreed upon parameters for the planning of new school sites. These sites should appear in the Municipality’s land use planning documents to show how the needs of the School Boards are being accommodated as the community grows.</i></p>
<p>The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality’s Municipal Development Plan, Area Structure Plan or Concept Plan.</p>						
<p>Size of Site</p>						
<p>The size of school sites to be included in the Municipality’s 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.</p>						
<p>For the Public Board the following guidelines apply:</p>						
School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed	<p><i>The grade configurations and design capacity of each type of school may vary between School Boards. Similarly, the land available may vary based on the broader open space plans of the Municipality.</i></p>
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	

Sample Text for Model Agreement “B”						Comments and Annotations
For the Catholic Board 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	
<p>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.</p> <p>Each school site shall be of adequate size to meet the initial and future expansion needs of the school.</p> <p>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.</p> <p>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.</p>						

Sample Text for Model Agreement “B”	Comments and Annotations
<p>Site Shape and Configuration</p> <p>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.</p> <p>Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.</p> <p>Frontage along a Public Street</p> <p>Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.</p> <p>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.</p> <p>Accessible to Several Modes of Travel</p> <p>Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.</p> <p>Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.</p> <p>Each site shall accommodate bicycle access and on-site bicycle parking facilities.</p>	

Sample Text for Model Agreement “B”	Comments and Annotations
<p>Site Topography and Soil Conditions</p> <p>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.</p> <p>Flexibility for Design</p> <p>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.</p> <p>No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.</p> <p>Access to Services</p> <p>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.</p>	

Sample Text for Model Agreement “B”	Comments and Annotations
<p style="text-align: center;">Schedule “B” – Dispute Resolution Process</p> <p>Step 1: Notice of Dispute</p> <ol style="list-style-type: none"> 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. <p>Step 2: Negotiation</p> <ol style="list-style-type: none"> 3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee 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. 	<p><i>The legislation requires a Joint Use and Planning Agreement to have a means of resolving any disputes that arise between the Parties.</i></p> <p><i>The process in Schedule “B” is a graduated process that begins with formal recognition of an item in dispute and then proceeds through increasingly formal steps until a resolution is reached.</i></p> <p><i>The initial steps focus on discussion, exchange of information and negotiation between those parties involved in the dispute. If resolution is not reached the process moves to assisted discussions through the use of an outside mediator. Should mediation not prove successful, then disputes may be resolved through arbitration.</i></p> <p><i>Timelines in the various stages are intended to move the process along so that disputes are resolved in a timely fashion.</i></p> <p><i>Most of the areas that may give rise to a dispute under the Agreement do not have automatic recourse to other dispute resolution processes. One area of exception is the right of a School Board to appeal a subdivision decision and the allocation of reserve dedication that may be involved in the subdivision approval under Section 678(1) of the Municipal Government Act.</i></p>

Sample Text for Model Agreement “B”	Comments and Annotations
<p>Step 3: Mediation</p> <p>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 one 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(ies) shall select one name from the short list and advise the other Party(ies) 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

Sample Text for Model Agreement “B”	Comments and Annotations
<p>Step 4: Arbitration</p> <p>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.</p> <p>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.</p> <p>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 <i>Arbitration Act</i>.</p> <p>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.</p>	

Appendix G: Model Agreement “C”

Sample Text for Model Agreement “C”	Comments and Annotations
<p style="text-align: center;">JOINT USE AND PLANNING AGREEMENT</p> <p>THIS AGREEMENT made this ____ day of _____, 2023</p> <p>BETWEEN:</p> <p style="text-align: center;">FRANCOPHONE SCHOOL BOARD</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">LIST ALL MUNICIPALITIES LOCATED WITHIN THE BOUNDARIES OF THE SAME COUNTY AND THE COUNTY</p>	<p><i>The name of the agreement is based on the term used in the Municipal Government Act and the Education Act for ease of reference.</i></p> <p><i>An agreement must be in place by June 10, 2023 unless an extension has been given by the Minister of Education.</i></p> <p><i>This Agreement is based on the unique nature of the Francophone School Boards. Where the Francophone School Board has a school, the agreement with that particular municipality may be similar to Version One.</i></p> <p><i>Regional interactions between different municipalities and the school boards that serve them should be acknowledged as a specific set of provisions with similar provisions used in the agreements throughout the same County or region (see Section 6 below).</i></p>
<p>WHEREAS:</p> <p>The <i>Municipal Government Act</i> and the <i>Education Act</i> 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</p> <p>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</p>	<p><i>The recital clauses provide the reader a general understanding of why the agreement is in place and the major purposes that the agreement seeks to achieve.</i></p> <p><i>Additional recital clauses can be added to address local preferences and situations. For example, some clauses may give an overview of the general facilities operated by each party.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and</p> <p>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</p> <p>The <i>Municipal Government Act</i> allows the municipality to obtain municipal reserve, school reserve or municipal and school reserve as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school boards; and</p> <p>The <i>Municipal Government Act</i> and the <i>Education Act</i> 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;</p> <p>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:</p>	
<p>1) DEFINITIONS</p> <p>In this Agreement, the following terms shall be interpreted as having the following meanings:</p> <ul style="list-style-type: none"> a) "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. b) “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. 	<p><i>Agreement and schedules may be adjusted over time as outlined in the agreement text pertaining to formal amendments and updating schedules.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>c) “Area Structure Plan” means an area structure plan adopted pursuant to the <i>Municipal Government Act</i> and providing direction for land uses for a defined area within the Municipality.</p> <p>d) "Board" means the _____ (reference to Francophone School Board).</p> <p>e) “Calendar Day” means any one of the seven (7) days in a week.</p> <p>f) “CAOs” means the Chief Administrative Officer of each Municipality that is Party to this Agreement.</p> <p>g) "Community Use" means use by members of the general public and not a User Group.</p> <p>h) “Council” means the municipal council of one of the Municipalities that is Party to this Agreement.</p> <p>i) “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.</p> <p>j) “Effective Date” means _____ (insert date).</p> <p>k) “Facility Plans” means the capital plan and facility plan prepared by the Board for approval by the Alberta Government.</p> <p>l) “Hazardous Substance(s)” means the same as hazardous substance defined in the <i>Environmental Protection and Enhancement Act</i>, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.</p> <p>m) "Joint Use Space" means those portions of a Municipal Facility or School available for booking by the Parties or User Groups or for Community Use.</p>	<p><i>Insert the full name of the applicable Francophone School Board.</i></p> <p><i>Insert a date that occurs after all Parties have ratified the agreement.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>n) “Municipality” means any one or more of the municipal corporations or its predecessor that is a Party to this Agreement.</p> <p>o) “Municipal Development Plan” means a municipal development plan adopted pursuant to the <i>Municipal Government Act</i> and providing direction for future land uses within the Municipality.</p> <p>p) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality that has been identified as Joint Use Space in any other Joint Use and Planning Agreement with another School Board.</p> <p>q) “Municipal Government Act” means the <i>Municipal Government Act</i>, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.</p> <p>r) “Operating Committee” means the committee which is comprised of the CAOs and Superintendent as established under this Agreement.</p> <p>s) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.</p> <p>t) “Reserve Land” means municipal reserve, school reserve, or municipal and school reserve, as defined in the <i>Municipal Government Act</i>.</p> <p>u) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by the Board and includes those facilities identified as Joint Use Space in a Joint Use and Planning Agreement with any Municipality.</p> <p>v) “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.</p>	<p><i>The agreement must cover the use of Reserve Lands. It can also address other lands that the municipality may have had a part in acquiring to accommodate a school even though the land was not acquired as Reserve dedication.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>w) "Superintendent" means the chief executive officer of the Board.</p> <p>x) "User Group" means any School or community group.</p>	
<p>2) SCHEDULES</p> <p>The following is the list of Schedules to this Agreement:</p> <p style="padding-left: 40px;">Schedule “A” – School Site Planning Guidelines Schedule “B” – Dispute Resolution Process</p>	<p><i>The agreement is constructed using a main body of text with more details for select topics addressed through a series of schedules. This provides a means to amend or update portions of the agreement from time to time without having to recreate the entire agreement.</i></p>
<p>3) TERM, REVIEW AND AMENDMENT OF AGREEMENT</p> <p>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.</p> <p>b) The terms and conditions of this agreement shall be reviewed every ten (10) years with the first such review scheduled in 2033. The review shall be undertaken by the Committee. Following the review, the Committee shall advise the Parties in and how the agreement should be amended.</p> <p>c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.</p>	<p><i>After June 10, 2023 an agreement must be in place. An agreement can be in place prior to this deadline.</i></p> <p><i>The legislation does not stipulate a timeframe for review and leaves the need to amend or update the agreement to the parties.</i></p> <p><i>The initial review may be undertaken by administrative representatives assigned to the Committee operating under the agreement. If formal amendment is deemed necessary, then municipal and school board elected officials would participate in a review of specific amendments and issues before giving recommendations to their respective Council or School Board.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>4) WITHDRAWAL AND TERMINATION</p> <p>a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement unless the withdrawal or termination is needed to establish a new Agreement with the Board.</p> <p>b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.</p> <p>c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.</p> <p>d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.</p>	<p><i>After June 10, 2023 each municipality and school board operating in that municipality must have a Joint Use and Planning Agreement in place. There is no provision in the legislation to enable an agreement to not be in place.</i></p> <p><i>The first recourse should be to understand and find common ground on the issue(s) giving rise to the request for a review. If needed, the dispute resolution process may be employed.</i></p> <p><i>Unless the agreement in question is bilateral (one municipality and one school board), it may be possible to replace a multi-party agreement (one or more municipalities and one or more school boards) with a set of bilateral agreements to satisfy the basic legislative requirements.</i></p>
<p>5) PRINCIPLES</p> <p>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:</p> <p>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 Councils believe to be in the best interests of the people they serve.</p> <p>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.</p>	<p><i>The set of principles used in the agreement should be based on mutual discussion amongst the parties. A set of typical or sample principles has been provided. Principles can also go by different names such as “road map”, “pillars” or “guiding philosophies.”</i></p> <p><i>The purpose of the principles is to provide a touchstone or reference point about what the overall aim of the agreement between the parties is should matters arise over time that the agreement does not specifically address.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>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.</p> <p>Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.</p> <p>Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.</p>	<p><i>These clauses speak to commitments on a philosophical level and should not contain text that crosses over into the operation of the agreement. For example, the parties have a “duty to consult” one another as a principle and the mechanisms to be used to consult should be addressed in other sections of the agreement.</i></p>
<p>6) CONSULTATION WITH OTHER MUNICIPALITIES</p> <p>a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.</p> <p>b) The Parties agree to consult and involve other municipalities that are served by the Board and other Boards 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.</p> <p>c) When consultation with one or more municipalities or Boards 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 members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.</p>	<p><i>This section seeks to acknowledge the regional nature and function of most School Boards across rural and small town Alberta. The boundaries of the School Boards typically overlap several municipal boundaries. Student populations are fluid and do not always attend schools located within their municipality of residence. Existing schools were largely built when the ratepayers from several municipalities contributed directly to School Boards’ capital projects. Future schools are funded indirectly through Provincial property taxes by ratepayers in all municipalities.</i></p> <p><i>The legislation does not prevent the creation of an agreement involving multiple municipalities and multiple school boards. Such an agreement may be more difficult to manage with upwards of 12 parties to the agreement. For “routine” annual discussions about topics related to the use of Joint Space the logistics of getting all parties together may outweigh the benefit. For the planning of a new school site, particularly where it is located in one municipality and serving several, the efforts to set up broader participation in discussions may be beneficial.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>7) OPERATING COMMITTEE</p> <p>a) The Operating Committee shall consist of the CAOs (or designate) of each Municipality and the Superintendent (or their designate) of the Board.</p> <p>b) The Operating Committee shall oversee the operation of this Agreement.</p> <p>c) The role of the Operating Committee shall be to:</p> <ul style="list-style-type: none"> i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Councils 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 for consideration by Councils and the Board; iii) provide a forum for the operational concerns of the Parties to be discussed; iv) consult with and provide a forum 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 each of the Board; vii) review any proposed amendments or updates of the Municipalities’ Municipal Development Plans and Area Structure Plans and Concept Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties; 	<p><i>Much of the content of the Joint Use and Planning Agreement involves day to day operational issues that are appropriately addressed by the respective administrations of the municipalities and the school board. For example, an annual schedule for field mowing or maintenance activities.</i></p> <p><i>The Operating Committee serves as the forum for discussing operational issues and new school sites. These discussions may start at the Operating Committee and are likely to involve ratification by the Council or Board. For example, the decision to alter the location of a planned school site may require a plan approval by a Council with input from the Board.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>viii) determine how available or proposed school sites are to be provided to the Board based on the review of the Board’s Facility Plans; and</p> <p>ix) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Board and Councils.</p> <p>d) The Operating Committee shall meet at least once every three (3) years and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.</p> <p>e) The meetings shall be chaired by the Superintendent or their designate. Secretarial support for each meeting shall be arranged by the Superintendent.</p> <p>f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.</p> <p>g) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.</p> <p>h) 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.</p> <p>i) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.</p>	

Sample Text for Model Agreement “C”	Comments and Annotations
<p>8) JOINT USE SPACE</p> <p>a) Each Municipality shall make available to the Board those Municipal Facilities that are identified as Joint Use Space in the respective Municipality’s Joint Use and Planning Agreement with the Public and/or Catholic Boards operating within the Municipality’s boundaries subject to all of the same terms and conditions that are applied to the Public and/or Catholic Board.</p> <p>b) The Board shall make available, to each Municipality and community groups from each Municipality, those portions of Schools identified as Joint Use Space in any Joint Use and Planning Agreement with the Municipality in which the Board’s School is located subject to all of the same terms and conditions that are applied to the Municipality that is host to the School.</p>	<p><i>This section identifies the facilities that will be made available as Joint use Space and when these spaces will be available.</i></p> <p><i>It cross references to the other agreements that must be in place with the Public and/or Catholic School Boards on the assumption that the spaces made available between the other Boards and the municipality would also serve the needs of the Francophone Board.</i></p> <p><i>Where a Board facility/site is located in one municipality, it may be more appropriate for the Board to be part of the Model Agreement “A” with that municipality and the other Boards.</i></p>
<p>9) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES</p> <p>a) The Board shall communicate their need to construct a new school that is to be located within a Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.</p> <p>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.</p> <p>c) Where construction of a school that will serve the Municipalities that are party to this Agreement is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.</p> <p>d) Each Municipality shall, to the best of their ability given the constraints of the <i>Municipal Government Act</i>, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Board.</p>	<p><i>This section address the process of obtaining land for new school sites.</i></p> <p><i>While the Board shares their Facility Plans on an annual basis there may be times when notification of their expected need should be communicated before a Facility Plan is completed.</i></p> <p><i>New school sites are expected to come from the reserve dedication that a municipality can obtain when lands are subdivided. The timing and availability is greatly influenced by the pace of subdivision and the interest a landowner may or may not have in subdividing their land.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>e) Each Municipality shall use their Municipal Development Plan, Area Structure Plans or Concepts Plans to identify the number, general size and location of existing and future school sites.</p> <p>f) In determining the number, location and size of school sites to be identified, each Municipality shall follow the School Site Planning Guidelines outlined in Schedule “A”. 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.</p> <p>g) There shall be no pre-allocation of School sites to a Board nor shall School sites be identified as available to only one Board in the Municipal Development Plan, Area Structure Plan or Concept Plan.</p> <p>h) Each Municipality shall use its ability under the <i>Municipal Government Act</i> 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 other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.</p> <p>i) The Board acknowledges 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.</p> <p>j) Each 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 <i>Municipal Government Act</i> at the sole discretion of the Municipality.</p>	<p><i>For an urban municipality, the Municipal Development Plan is an appropriate planning document that takes a broad view of the community and can relate the community’s future need for school site to the overall land use pattern and expected population. For a rural municipality, the Municipal Development Plan may not include a map of future land uses or be sufficiently detailed to show future school sites.</i></p> <p><i>Schedule A addresses several factors that influence the number, shape, size and location of schools sites for the purposes of future planning by the Boards and the Municipality. School locations, sizes and shapes will also be influenced by the ideas land developers have for the type of neighbourhood they wish to create.</i></p> <p><i>Not assigning future ownership between the Boards provides flexibility over time as the needs of the Parties may change.</i></p> <p><i>The timing to provide a school site in small town and rural settings can be a challenge. The legislation requires the Municipality to use its Reserve dedication powers to obtain the sites. The legislation does not obligate a Municipality to use any of its financial resources to purchase land for a school site.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>k) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality that is host to the desired site 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 Board may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.</p>	<p><i>Discussions with a landowner to dedicate a school site before they intend to subdivide can be complicated and involve several trade-offs relating to future development and servicing of the lands in question. Many of these items can only be addressed by the Municipality.</i></p>
<p>10) SERVICING AND DEVELOPMENT OF SCHOOL SITES</p> <p>a) All School sites shall be serviced to the property line prior to transfer to the Board.</p> <p>b) The services to be provided include, but are not limited to, water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.</p> <p>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.</p> <p>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.</p>	<p><i>The ability to create a fully serviced school site through the subdivision process is influenced by the pace of subdivision activity and negotiations with the developer of the subdivision to install infrastructure. School Boards do not receive funding for any infrastructure that is not located on the school site. The general expectation from the Province is that the Municipality supplies the serviced school site.</i></p> <p><i>The Municipal Government Act provides an exemption from offsite levies for School Boards. Oversize improvement charges are also not likely to be collected from the construction of a School. Like all other utility users, School Boards are expected to pay any capital cost that is part of a utility rate structure.</i></p>
<p>11) FACILITY AND SITE SPECIFIC AGREEMENTS</p> <p>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.</p>	<p><i>Each School that is built offers the potential for a contribution by the Municipality to add or enhance features. An example is the addition of a shared gymnasium or a shared library. There may also be times when a School site has to be acquired using resources from more than one Municipality.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>b) The agreement shall address:</p> <ul style="list-style-type: none"> i) The broad purpose and parameters of the partnership that is being created; ii) The nature of the site and/or facilities that are involved; iii) The contributions to be made by each of the Parties; iv) Guidelines and directives specific to the site and/or facility for ongoing operations; v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and vi) A process for dissolving the partnership, disposing of the site or retiring the facility. 	<p><i>All of these are long term commitments that should be addressed in an agreement that extends over the life of the site/facility. A separate agreement offers a flexible approach to each scenario as each arrangement is likely to be unique.</i></p>
<p>12) TRANSFER OF SCHOOL SITE</p> <ul style="list-style-type: none"> a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal 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 the Board. c) The School Portion shall be transferred to the Board once: <ul style="list-style-type: none"> i) The Board has an identified need for the School site; ii) The Board has approval of the funding for the design of the School on the site; iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles. d) All costs associated with the transfer of the School Portion to the Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles. 	<p><i>The Municipal Government Act has categories of reserve land that allow for ownership by a Municipality (municipal reserve), ownership by a School Board (school reserve) and joint ownership (municipal and school reserve). A common practice is to split a school/community park site into a municipal reserve parcel for outdoor playing fields and a school reserve parcel for the school building, parking lot and playgrounds. This creates clear legal responsibilities between the Municipality and the School Board in managing their respective sites.</i></p> <p><i>When a site for a future school is first created, the location and boundaries for the school portion of the parcel (school building site) may not be known. The location and layout is determined as site design for the school is completed. In addition, changes may occur during the site construction process. A follow up subdivision process may be required once school construction is complete.</i></p> <p><i>The Site Readiness Checklist currently used by the Province allows for written confirmation from the Municipality that the site will be transferred. This allows for funding of the design stage but construction funding will not be approved until after the school reserve title for the School Portion has been created.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>13) DISPOSAL OF UNNEEDED SCHOOL SITES</p> <p>a) If the Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) operating in the Municipality shall determine if they require that Reserve Land.</p> <p>b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule “B”.</p> <p>c) In the event that the Reserve Land is not needed by any Board, the Board shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation.</p> <p>d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.</p> <p>e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.</p>	<p><i>This section addresses the disposal of school sites that were originally obtained as Reserve Land dedication by the Municipality. It is a required section under the legislation.</i></p> <p><i>The requirement to transfer land no longer needed as a school to the Municipality depends on its status as Reserve Land. The requirement may not apply to lands owned by a Board that may have been purchased outright by the Board or their predecessor prior to 1995. The history of how each site was originally acquired is needed to make a determination. For example, it may be necessary to research if money in lieu of reserve from one or more municipalities was used to acquire the site.</i></p> <p><i>For sites that were acquired as Reserve Land, the property and building is handed back to the Municipality. The model agreement does not make provision for a calculation of the depreciated value of the building to determine a market value that the Municipality would pay to the Board. The model agreement assumes that the building may have little to no remaining value and is likely to be a hindrance to redevelopment of the site rather than an asset. This means the Municipality bears the cost of building demolition and removal.</i></p> <p><i>If the agreement includes lands used for Schools that were acquired through land purchase by one or more Municipalities, the agreement should set out a different disposal process. This may also be addressed through a facility or site specific agreement describe in Section 11.</i></p>

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<p>f) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:</p> <ul style="list-style-type: none"> i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion. 	
<p>14) DISPUTE RESOLUTION</p> <p>The Parties agree to follow the Dispute Resolution Process outlined in Schedule “B” for any disputes that arise.</p>	<p><i>The legislation requires a dispute resolution process to be part of the Agreement.</i></p>
<p>15) APPLICABLE LAWS</p> <p>This Agreement shall be governed by the laws of the Province of Alberta.</p>	
<p>16) INTERPRETATION</p> <ul style="list-style-type: none"> 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. 	

Sample Text for Model Agreement “C”	Comments and Annotations
<p>17) COUNTERPART AND ELECTRONIC SIGNATURES</p> <p>This Agreement may be executed in any number of counterparts by the Parties. All counterparts so executed shall be the same effect as if all Parties actually had joined in executing one and the same document. Any faxed or electronic (pdf) copy of a signature shall be deemed to be an original signature.</p>	
<p>18) TIME OF THE ESSENCE</p> <p>Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards 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 Boards.</p>	
<p>19) NON-WAIVER</p> <p>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.</p>	

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<p>20) NON-STATUTORY WAIVER</p> <p>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 <i>Municipal Government Act</i> 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.</p> <p>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 <i>Education Act</i> 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.</p>	<p><i>This section clarifies that the Municipality and the Board have to retain the ability to make decisions on approvals and requests in a fair and unbiased manner despite the commitments that have been made in the Agreement. For example, a Land Use Bylaw amendment to allow a school site in a neighbourhood must undergo a public hearing to allow those in favour and those not in favour to share their views and requires Council members to have an open mind when reaching their decision.</i></p>
<p>21) SEVERABILITY</p> <p>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.</p>	

Sample Text for Model Agreement “C”	Comments and Annotations
<p>22) FORCE MAJEURE</p> <p>a) Force majeure shall mean any event causing a <i>bona fide</i> 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:</p> <ul style="list-style-type: none"> 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. <p>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.</p>	
<p>23) INSURANCE</p> <p>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. 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.</p>	

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<p>24) INDEMNIFICATION</p> <p>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 of 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 sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.</p>	
<p>25) NON-ASSIGNMENT OR TRANSFER</p> <p>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.</p>	
<p>26) SUCCESSORS</p> <p>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.</p>	
<p>27) NOTICES</p> <p>All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAOs and the Superintendent using the mailing address for their respective offices as shown below:</p> <p>(insert corporate names and addresses for each Party to the Agreement)</p>	

Sample Text for Model Agreement “C”	Comments and Annotations
<p>Email notification to the CAO or the Superintendent may also be used to provide written notices required or described in this Agreement.</p>	
<p>IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:</p>	<p><i>Provide formal names and signature lines for each respective party to the agreement.</i></p> <p><i>See section on Counterpart and Electronic Signatures – may be several individual signed pages rather than all on one original document.</i></p>
<p style="text-align: center;">Schedule “A” – School Site Guidelines</p> <p>The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality’s Municipal Development Plan, Area Structure Plan or Concept Plan.</p> <p>Size of Site</p> <p>The size of school sites to be included in the Municipality’s 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 the Board as follows:</p>	<p><i>Schedule “A” lays out the agreed upon parameters for the planning of new school sites. These sites should appear in the Municipality’s land use planning documents to show how the needs of the School Boards are being accommodated as the community grows.</i></p>

Sample Text for Model Agreement “C”						Comments and Annotations
School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed	<i>The grade configurations and design capacity of each type of school may vary between School Boards. Similarly, the land available may vary based on the broader open space plans of the Municipality.</i>
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	
<p>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.</p> <p>Each school site shall be of adequate size to meet the initial and future expansion needs of the school.</p> <p>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.</p> <p>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.</p>						

Sample Text for Model Agreement “C”	Comments and Annotations
<p>Site Shape and Configuration</p> <p>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.</p> <p>Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.</p> <p>Frontage along a Public Street</p> <p>Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.</p> <p>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.</p> <p>Accessible to Several Modes of Travel</p> <p>Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.</p> <p>Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.</p> <p>Each site shall accommodate bicycle access and on-site bicycle parking facilities.</p>	

Sample Text for Model Agreement “C”	Comments and Annotations
<p>Site Topography and Soil Conditions</p> <p>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.</p> <p>Flexibility for Design</p> <p>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.</p> <p>No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.</p> <p>Access to Services</p> <p>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.</p>	

Sample Text for Model Agreement “C”	Comments and Annotations
<p style="text-align: center;">Schedule “B” – Dispute Resolution Process</p> <p>Step 1: Notice of Dispute</p> <ol style="list-style-type: none"> 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. <p>Step 2: Negotiation</p> <ol style="list-style-type: none"> 3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee 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. 	<p><i>The legislation requires a Joint Use and Planning Agreement to have a means of resolving any disputes that arise between the Parties.</i></p> <p><i>The process in Schedule “B” is a graduated process that begins with formal recognition of an item in dispute and then proceeds through increasingly formal steps until a resolution is reached.</i></p> <p><i>The initial steps focus on discussion, exchange of information and negotiation between those parties involved in the dispute. If resolution is not reached the process moves to assisted discussions through the use of an outside mediator. Should mediation not prove successful, then disputes may be resolved through arbitration.</i></p> <p><i>Timelines in the various stages are intended to move the process along so that disputes are resolved in a timely fashion.</i></p> <p><i>Most of the areas that may give rise to a dispute under the Agreement do not have automatic recourse to other dispute resolution processes. One area of exception is the right of a School Board to appeal a subdivision decision and the allocation of reserve dedication that may be involved in the subdivision approval under Section 678(1) of the Municipal Government Act.</i></p>

Sample Text for Model Agreement “C”	Comments and Annotations
<p>Step 3: Mediation</p> <p>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 one 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(ies) shall select one name from the short list and advise the other Party(ies) 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

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<p>Step 4: Arbitration</p> <p>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.</p> <p>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.</p> <p>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 <i>Arbitration Act</i>.</p> <p>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.</p>	