**Sample Text for Model Agreement “C”**

**JOINT USE AND PLANNING AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023

BETWEEN:

FRANCOPHONE SCHOOL BOARD

AND

LIST ALL MUNICIPALITIES LOCATED WITHIN THE BOUNDARIES OF THE SAME COUNTY AND THE COUNTY

***WHEREAS:***

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

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

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

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

The *Municipal Government Act* allows the municipality to obtain municipal reserve, 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

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

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

1. **DEFINITIONS**

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

* 1. "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.
	2. “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.
	3. “Area Structure Plan” means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
	4. "Board" means the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (reference to Francophone School Board).
	5. “Calendar Day” means any one of the seven (7) days in a week.
	6. “CAOs” means the Chief Administrative Officer of each Municipality that is Party to this Agreement.
	7. "Community Use" means use by members of the general public and not a User Group.
	8. “Council” means the municipal council of one of the Municipalities that is Party to this Agreement.
	9. “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.
	10. “Effective Date” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert date).
	11. “Facility Plans” means the capital plan and facility plan prepared by the Board for approval by the Alberta Government.
	12. “Hazardous Substance(s)” means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
	13. "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.
	14. “Municipality” means any one or more of the municipal corporations or its predecessor that is a Party to this Agreement.
	15. “Municipal Development Plan” means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
	16. "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.
	17. “Municipal Government Act” means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
	18. “Operating Committee” means the committee which is comprised of the CAOs and Superintendent as established under this Agreement.
	19. "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
	20. “Reserve Land” means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
	21. "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.
	22. “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.
	23. "Superintendent" means the chief executive officer of the Board.
	24. "User Group" means any School or community group.
1. **SCHEDULES**

The following is the list of Schedules to this Agreement:

Schedule “A” – School Site Planning Guidelines

Schedule “B” – Dispute Resolution Process

1. **TERM, REVIEW AND AMENDMENT OF AGREEMENT**
	1. 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.
	2. 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.
	3. Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.
2. **WITHDRAWAL AND TERMINATION**
	1. 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.
	2. 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.
	3. 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.
	4. 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.
3. **PRINCIPLES**

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:

***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.

***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.

***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.

***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.

***Transparency and Openness*** - The Parties shall make available to each other such information as is necessary to make this agreement successful.

1. **CONSULTATION WITH OTHER MUNICIPALITIES**
	1. 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.
	2. 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.
	3. 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.
2. **OPERATING COMMITTEE**
	1. The Operating Committee shall consist of the CAOs (or designate) of each Municipality and the Superintendent (or their designate) of the Board.
	2. The Operating Committee shall oversee the operation of this Agreement.
	3. The role of the Operating Committee shall be to:
		1. formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Councils and the Board;
		2. 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;
		3. provide a forum for the operational concerns of the Parties to be discussed;
		4. 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;
		5. 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;
		6. review the Facility Plans of each of the Board;
		7. 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;
		8. 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
		9. undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Board and Councils.
	4. 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.
	5. The meetings shall be chaired by the Superintendent or their designate. Secretarial support for each meeting shall be arranged by the Superintendent.
	6. The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
	7. Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
	8. 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.
	9. The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.
3. **JOINT USE SPACE**
	1. 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.
	2. 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.
4. **ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES**
	1. 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.
	2. 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.
	3. 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.
	4. Each Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, 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.
	5. 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.
	6. 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.
	7. 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.
	8. Each Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality’s disposal. The decision to commit the use other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
	9. 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.
	10. 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 *Municipal Government Act* at the sole discretion of the Municipality.
	11. 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.
5. **SERVICING AND DEVELOPMENT OF SCHOOL SITES**
	1. All School sites shall be serviced to the property line prior to transfer to the Board.
	2. The services to be provided include, but are not limited to, water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
	3. 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.
	4. 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.
6. **FACILITY AND SITE SPECIFIC AGREEMENTS**
	1. 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.
	2. The agreement shall address:
		1. The broad purpose and parameters of the partnership that is being created;
		2. The nature of the site and/or facilities that are involved;
		3. The contributions to be made by each of the Parties;
		4. Guidelines and directives specific to the site and/or facility for ongoing operations;
		5. Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
		6. A process for dissolving the partnership, disposing of the site or retiring the facility.
7. **TRANSFER OF SCHOOL SITE**
	1. All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
	2. The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to the Board.
	3. The School Portion shall be transferred to the Board once:
		1. The Board has an identified need for the School site;
		2. The Board has approval of the funding for the design of the School on the site;
		3. The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
		4. 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.
	4. 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.
8. **DISPOSAL OF UNNEEDED SCHOOL SITES**
	1. 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.
	2. 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”.
	3. 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.
	4. 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.
	5. 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.
	6. 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:
		1. 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
		2. 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.
9. **DISPUTE RESOLUTION**

The Parties agree to follow the Dispute Resolution Process outlined in Schedule “B” for any disputes that arise.

1. **APPLICABLE LAWS**

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

1. **INTERPRETATION**
	1. Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
	2. 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.
2. **COUNTERPART AND ELECTRONIC SIGNATURES**

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.

1. **TIME OF THE ESSENCE**

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.

1. **NON-WAIVER**

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.

1. **NON-STATUTORY WAIVER**

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

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

1. **SEVERABILITY**

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.

1. **FORCE MAJEURE**
	1. Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm’s length with such party, resulting from:
		1. an inability to obtain materials, goods, equipment, services, utilities or labour;
		2. any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
		3. 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;
		4. a strike, lockout, slowdown, or other combined action of works;
		5. an act of god.
	2. 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.
2. **INSURANCE**

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.

1. **INDEMNIFICATION**

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.

1. **NON-ASSIGNMENT OR TRANSFER**

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.

1. **SUCCESSORS**

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.

1. **NOTICES**

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:

 (insert corporate names and addresses for each Party to the Agreement)

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

**IN WITNESS WHEREOF** the Parties execute this Agreement by the hands of their respective, duly

authorized signatories:

**Schedule “A” – School Site Guidelines**

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.

**Size of Site**

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:

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

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

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

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

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

**Site Shape and Configuration**

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

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

**Frontage along a Public Street**

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

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

**Accessible to Several Modes of Travel**

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

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

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

**Site Topography and Soil Conditions**

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

**Flexibility for Design**

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

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

**Access to Services**

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

**Schedule “B” – Dispute Resolution Process**

**Step 1: Notice of Dispute**

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

2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

**Step 2: Negotiation**

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to 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.

**Step 3: Mediation**

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of 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.

7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator’s engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.

8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.

9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.

10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.

11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

**Step 4: Arbitration**

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator’s report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.

13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen’s Bench.

14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator’s powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.

15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.